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

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

**1. CALL TO ORDER**

Invocation - Anthony Perick, Hughley Hospital Chaplain

Pledge of Allegiance to the US Flag

Texas Pledge:

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

**2. PUBLIC PRESENTATIONS**

A. Proclamations

B. Presentations

-Receive a report to recognize the selected Employee of the Quarter for the 3rd quarter of 2023. (*Staff Presenter: Wanda Bullard: Interim Director of Human Resources*)

C. Community Interest Items

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

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

**3. CHANGES TO POSTED AGENDA**

A. Items to be continued or withdrawn.

B. Items to be withdrawn from the Consent Agenda for separate discussion by the City Council, staff, or members of the public in attendance.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

**4. CITIZENS APPEARANCES**

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



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

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

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

## 5. **CONSENT AGENDA**

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

- A. Consider approval of the minutes from the October 16, 2023 regular council meeting. (*Staff Contact: Amanda Campos, City Secretary*).
- B. Consider approval of a minute order ratifying resolution 4A111323ChishomSummit HooperPark, requesting the City Council pass an intention to reimburse resolution that includes an amount not to exceed \$1,650,000 for capital projects related to Chisholm Summit roadway infrastructure and industrial business park capital improvements. (*Staff Presenter: John Butkus, Finance Director*)
- C. Consider approval of a minute order ratifying resolution 4A11132023NationalIDCP a Performance Agreement between the Burleson 4A Economic Development Corporation and National DCP, LLC for an 85,000 cold storage facility located at 3005 S. Interstate 35W in Highpoint East Business Park in Burleson, Texas. (*Staff Presenter: Alex Philips, Economic Development Director*)
- D. Consider a minute order ratifying resolution 4A11132023ChisholmSummitLakewoodDr and approval of a resolution authorizing the reimbursement of R.A. Development, Ltd., for costs associated with burying United Cooperative Services existing overhead electric lines along Lakewood Drive pursuant to an existing Chapter 380 and Economic Development and Performance Agreement in an amount not to exceed \$669,139.33. (*Staff Presenter: Errick Thompson, Director of Public Works & Engineering*)
- E. Consider approval of a minute order ratifying resolution 4B111323ParksRecreation Capital, requesting the City Council pass an intention to reimburse resolution that includes an amount not to exceed \$2,833,601 related to the design, construction and improvements for Parks and Recreation capital projects. (*Staff Presenter: John Butkus, Finance Director*)
- F. Consider approval of a minute order ratifying 4B11132023FarmLeaseBleeker a five-year farm lease with Charles Bleeker for approximately 11.74 acres located in the H.G. Catlett Survey Abstract No. 177 off S.W. Alsbury Boulevard. (*Staff Contact: Justin Scharnhorst, Assistant to the City Manager*)

- G. Consider approval of a minute order ratifying 4B11132023Razzoo's 1st amendment and approval of an amendment to the Chapter 380 Economic Development and Performance Agreement (CSO#1754-05-2021) between the City of Burleson, Burleson Community Service Development Corporation, and Razzoo's, Inc. (*Staff Contact: Alex Philips, Economic Development Director*)
- H. Consider approval of a minute order ratifying 4B11132023Heim 1st amendment and an amendment to the Chapter 380 Economic Development and Performance Agreement (CSO#1653-01-2021) between the City of Burleson, Burleson Community Service Development Corporation, and Heim Burleson, LLC, (*Staff Contact: Alex Philips, Economic Development Director*)
- I. Consider approval of a minute order for the purchase of firearms, training firearms, and associated equipment with GT Distributors, Inc. through a cooperative purchase agreement with BuyBoard in the amount of \$123,246.78. (*Staff Contact: Tim Mabry, Lieutenant*)
- J. Consider approval of an amendment to CSO#3075-09-2022 wrecker contracts with Beard's Towing serving as an approved operator in the city of Burleson's rotation pursuant to ordinance B-678. (*Staff Contact: Justin Scharnhorst, Assistant to the City Manager*)
- K. Consider approval of an amendment to CSO#3074-09-2022 wrecker contracts with B&W Wrecker serving as an approved operator in the city of Burleson's rotation pursuant to ordinance B-678. (*Staff Contact: Justin Scharnhorst, Assistant to the City Manager*)
- L. Consider approval of a minute order authorizing the Declaration and Bylaws of the property owners association for the real property commonly known as 135 West Ellison Street in Burleson, Johnson County, Texas. (*Staff Contact: Matt Ribitzki, Sr. Deputy City Attorney/Director of Legal Services*)
- M. Consider approval of a one-year contract with Core & Main LP for the purchase of water and wastewater supplies in accordance with ITB 2023-023 Sections B and I in the amount of \$25,391.38. (*Staff Presenter: Errick Thompson, Director of Public Works & Engineering*)
- N. Consider approval of a one-year contract with Ferguson Enterprises LLC for the purchase of water and wastewater supplies in accordance with ITB 2023-023 Sections A, D, G, J and K in the amount of \$65,008.30. (*Staff Presenter: Errick Thompson, Director of Public Works & Engineering*)
- O. Consider approval of a one-year contract with Johnson County WinWater for the purchase of water and wastewater supplies in accordance with ITB 2023-023 Sections C and H in the amount of \$36,366.87. (*Staff Presenter: Errick Thompson, Director of Public Works & Engineering*)
- P. Consider approval of a one year contract with Consolidated Pipe & Supply for the purchase of water and wastewater supplies in accordance with ITB 2023-023 Sections E in the amount of \$3,256.82. (*Staff Presenter: Errick Thompson, Director of Public Works & Engineering*)
- Q. Consider approval of a Chapter 380 agreement with the Burleson Opportunity Fund to promote economic development. (*Staff Contact: Matt Ribitzki, Sr. Deputy City Attorney/Director of Legal Services*)

- R. Consider approval of an estoppel certificate concerning Burleson Cold Storage, LP and Burleson Cold Storage II, LP Tax Abatement Agreement on the subject property in HighPoint Business Park. *(Staff Contact: Alex Philips, Economic Development Director)*
- S. Consider approval of a five year professional services agreement with Front Line Mobile Health, PLLC through a cooperative purchasing agreement with the City of Fort Worth for the services of Fire Department annual medical evaluations and pre-employment medical evaluations in the amount of \$450,000. *(Staff Presenter: Josh Jacobs, Assistant Fire Chief)*
- T. Consider approval of an Interlocal Agreement for Fire Protection Service with Johnson County Emergency Service District No. 1 that will provide automatic/mutual aid services to the City of Burleson. *(Staff Contact: K.T. Freeman, Fire Chief)*
- U. Consider approval of a settlement agreement and mutual release with Paul Karmy, Darlene Karmy, and Christ Chapel Bible Church concerning the real property commonly known as 430 N Burleson Blvd and 220 Centre Drive in Burleson, Johnson County, Texas.
- V. Consider approval of a minute order authorizing the purchase of EMS supplies pursuant to an existing Cooperative Purchasing Interlocal Agreement with the City Midlothian for EMS supplies from Bound Tree Medical, LLC in the amount not to exceed \$234,000. *(Staff Contact: Casey Davis, Assistant Fire Chief)*
- W. ETJ Release Petition for 7901 & 8001 CR 802 and 1820 FM 731 (Case 23-313): Consider approval of a resolution ratifying the petition for release from the City of Burleson's extraterritorial jurisdiction (ETJ) for approximately 97.248 acres of land located at 7901 & 8001 CR 802 and 1820 FM 731. *(Staff Contact: Tony McIlwain, Development Services Director) (No Planning and Zoning Commission action was required for this item.)*
- X. ETJ Release Petition for 819 W Bethesda Rd (Case 23-326): Consider approval of resolution ratifying the petition for release from the City of Burleson extraterritorial jurisdiction (ETJ) for approximately 25.925 acres of land located at 819 W Bethesda Rd. *(Staff Presenter: Tony McIlwain, Development Services Director) (No Planning and Zoning Commission action was required for this item)*
- Y. ETJ Release Petition for 10413 CR 1016 (Case 23-331): Consider approval of resolution ratifying the petition for release from the City of Burleson extraterritorial jurisdiction (ETJ) for approximately 1.281 acres of land known as Lot 2, Block 1, Pruitt Addition; addressed as 10413 CR 1016. *(Staff Presenter: Tony McIlwain, Development Services Director) (No Planning and Zoning Commission action was required for this item)*
- Z. ETJ Release Petition for 5201 CR 707 (Case 23-316): Consider approval of resolution ratifying the petition for release from the City of Burleson's extraterritorial jurisdiction (ETJ) for approximately 12.005 acres of land, located at 5201 CR 707. *(Staff Contact: Tony McIlwain, Development Services Director) (No Planning and Zoning Commission action was required for this item)*
- AA. ETJ Release Petition for 7216 CR 802 (Case 23-318): Consider approval of resolution ratifying the petition for release from the City of Burleson extraterritorial jurisdiction (ETJ) for approximately 1.558 acres of land located at 7216 CR 802. *(Staff Contact: Tony McIlwain, Development Services Director) (No Planning and Zoning Commission action was required for this item)*

- B. ETJ Release Petition for 8048 CR 802 (Case 23-332): Consider approval of resolution ratifying the petition for release from the City of Burleson extraterritorial jurisdiction (ETJ) for approximately 1.281 acres of land known as Lot 1, Block 1, Dunder Mifflin Estates; addressed as 8048 CR 802. *(Staff Presenter: Tony McIlwain, Development Services Director) (No Planning and Zoning Commission action was required for this item)*

## 6. **DEVELOPMENT APPLICATIONS**

- A. The Prairie at Chisholm Trail (Case 23-149): Hold a public hearing and consider approval of an ordinance for a zoning change request from "A", Agricultural to "PD" Planned Development for a single-family attached and townhome development with a commercial component located at 6401 CR 910Z. *(First and Final Reading) (Staff Presenter: Tony D. McIlwain, Development Services Director) (The Planning and Zoning Commission recommended disapproval by unanimous vote)*
- B. Gina's Pizza at 319 NW Renfro St. (Case 23-287): Consider approval of a resolution for variances to Chapter 63, Sign Regulations, relating to conformity, location and separation of a pole sign. *(Staff Presenter: Tony McIlwain, Development Services Director) (No Planning and Zoning Commission action was required for this item.)*

## 7. **GENERAL**

- A. Consider approval of a resolution declaring intention to reimburse an amount not to exceed \$41,820,000 for Council approved capital projects with the FY23/24 budget and capital improvement plan. The resolution will give the City the ability to begin incurring capital expenditure costs of these projects with the intent of reimbursing the cost incurred with proceeds from bond debt to be issued at a future date and placing time restrictions on the issuance of tax-exempt obligations. *(Staff Presenter: John Butkus, Finance Director)*
- B. Consider approval of a resolution authorizing the Texas Coalition of Affordable Power to purchase electricity through a strategic hedging program on behalf of the city of Burleson beginning January 1, 2026. *(Staff Presenter: Justin Scharnhorst, Assistant to the City Manager)*
- C. Consider approval of a Reimbursement Agreement and an amendment to the permanent easement with Texas Midstream Gas Services L.L.C. for relocation of the existing 12" gas pipeline located on the south side of the Burleson Police Department complex in the amount of \$1,197,000.00. *(Staff Presenter : Errick Thompson, Director of Public Works & Engineering)*
- D. Consider approval of a minute order adopting the Mobility Plan, and Water & Wastewater Master Plan. *(Staff Contact: Errick Thompson, Director of Public Works & Engineering)*
- E. Hold a Public Hearing and consider approval of an ordinance amending the Roadway Impact Fee Ordinance (CSO#1479-08-2020); finding that the meeting at which this ordinance is passed was open to the public and that the recitals are true; containing a severability clause, cumulative clause, and effective date. *(First Reading) (Staff Presenter: Errick Thompson, Director of Public Works & Engineering)*
- F. Hold a Public Hearing and consider approval of an ordinance amending the Water and Wastewater Impact Fee Ordinance (CSO#977-02-2019); finding that the meeting at which this ordinance is passed was open to the public and that the recitals are true; containing a severability clause, cumulative clause, and effective date. *(First Reading) (Staff Presenter: Errick Thompson, Director of Public Works & Engineering)*

- G. Consider approval of a resolution casting votes for the election of members to the Johnson County Central Appraisal District Board of Directors. *(Staff Presenter: Eric Oscarson, Deputy City Manager)*
- H. Consider approval of a resolution casting votes for the election of members to the Tarrant County Central Appraisal District Board of Directors. *(Staff Presenter: Eric Oscarson, Deputy City Manager)*

## **8. REPORTS AND PRESENTATIONS**

- A. Receive a report, hold a discussion and provide staff direction regarding landscaping along Lakewood Drive. *(Staff Presenter: Errick Thompson, Director of Public Works & Engineering)*
- B. Receive a report, hold a discussion, and provide staff feedback regarding a financial overview of the Parks Performance Fund. *(Staff Presenter: Jen Basham, Director of Parks and Recreation)*
- C. Receive a report, hold a discussion and provide staff direction regarding an update to the city's zoning ordinance. *(Staff Presenter: Tony McIlwain, Development Services Director)*

## **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**
  - Receive a report and hold a discussion regarding Lighthouse Incident Case Number 90743858
  - Receive a report and hold a discussion regarding the Mockingbird Lane to CR 914A sanitary sewer, the Chapter 380 and Economic Development and Performance Agreement between the City of Burleson, the Burleson 4A Economic Development Corporation, R.A. Development, Ltd., et al. for Chisholm Summit, and the construction contract between R.A. Development, Ltd., and Dagger Construction
  - Receive a report and hold a discussion regarding the results of water samples from 616 Memorial Plaza in Burleson, Johnson County, Texas
  - Receive a report and hold a discussion regarding TMLIRP Claim No. LB203790/City Claim No. 2023-025
- B. Discussion regarding possible purchase, exchange, lease, or value of real property pursuant to Section 551.072, Texas Government Code**
  - Approximately 30.76 acres of land in Burleson, Johnson County, Texas near the intersection of SW Hulen St and SW Alsbury Blvd, commonly known as 2140 SW Hulen St, 2410 SW Hulen St, 2250 SW Hulen St, and 1303 SW Hulen St
  - 555 E Hidden Creek Parkway in Burleson, Johnson County, Texas
- C. Deliberation regarding commercial or financial information received from or the offer of a financial or other incentive made to a business prospect seeking to locate, stay or expand in or near the territory of the City and with which the City is conducting economic development negotiations pursuant to Section 551.087, Texas Government Code**
  - Project Lunchbreak
  - Project Retail

**11. ADJOURN****CERTIFICATE**

I hereby certify that the above agenda was posted on this the 8th of November 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 the Warren St. parking lot. Sign interpretative services for meetings must be made 48 hours in advance of the meeting. Call the A.D.A. Coordinator at 817-426-9600, or TDD 1-800-735-2989.



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## City Council Regular Meeting

**DEPARTMENT:** City Secretary's Office  
**FROM:** Amanda Campos, City Secretary  
**MEETING:** November 13, 2023

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**SUBJECT:**

Consider approval of the minutes from the October 16, 2023 regular council meeting. (*Staff contact: Amanda Campos, City Secretary*).

**SUMMARY:**

The City Council duly and legally met on October 16, 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](mailto:acampos@burlesontx.com)  
Phone: 817-426-9665

# BURLESON CITY COUNCIL REGULAR MEETING

October 16, 2023

DRAFT MINUTES

## ROLL CALL

### COUNCIL PRESENT:

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

### COUNCIL ABSENT:

### Staff present

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

## 1. CALL TO ORDER – 5:30 p.m.

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

Invocation – Pastor Rusty Gilliam, Cross Timber Baptist Church

Pledge of Allegiance to the US Flag

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

## 2. PUBLIC PRESENTATIONS –

### A. Proclamations

- None.

### B. Presentations

- None.

### C. Community Interest Items

- Reminder, Constitutional Amendment Election, November 7, early voting begins October 23 through November 3, 2023. Voters in Johnson County, please visit the Johnson county elections website for locations. Voters in Tarrant County, please visit the Tarrant County Elections website for locations.
- Hispanic Heritage awareness wrapped up on Friday with a great concert, thank you to staff and everyone who helped with the event.



- Thank you to all that worked on the Founder's Day event last Saturday, it was a great event.
- Join us, for Boo Bash, on October 21 from 5:30pm-8:30pm at Chisenhall Sports Complex.
- Join us, for Burleson Police Department Drug Take-Back Program, on October 28 from 10am-2pm in the Walmart parking lot.

### 3. **CHANGES TO POSTED AGENDA**

#### **A. Items to be continued or withdrawn**

- None

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

- Item 5C withdrawn.

### 4. **CITIZEN APPEARANCES**

- None.

### 5. **CONSENT AGENDA**

#### **A. Minutes from the October 2, 2023 regular council meeting. (Staff Contact: Amanda Campos, City Secretary)**

Motion made by Ronnie Johnson and seconded by Larry Scott to approve the consent agenda.

Motion passed 7-0.

#### **B. CSO#5263-10-2023, minute order appointing DeAnna Philips to the Animal Shelter Advisory Committee, Place 6 City Official – Non Voting Member. (Staff Contact: Amanda Campos, City Secretary)**

Motion made by Ronnie Johnson and seconded by Larry Scott to approve the consent agenda.

Motion passed 7-0.

#### **C. ~~CSO#5264-10-2023, three-year contract with Holiday Design Sisters for holiday lighting in the Mayor Vera Calvin Plaza in the amount of \$89,451. (Staff Contact: Alex Philips, Economic Development Director)~~ - WITHDRAWN**

*Item 5C was withdrawn under 3B for separate discussion and vote.*

#### **D. CSO#5265-10-2023, minute order authorizing the lease and/or purchase of library books through an existing agreement with the State of Texas Cooperative Purchasing Program from Brodart Books & Library Services in the amount not to exceed \$65,415. (Staff Contact: Sara Miller, Deputy Director-Library)**

Motion made by Ronnie Johnson and seconded by Larry Scott to approve the consent agenda.

Motion passed 7-0.

- E. CSO#5266-10-2023, minute order for the purchase of eBooks, eAudiobooks and digital magazines through a sole source provider Bibliotheca's CloudLibrary™ online platform in the amount of \$54,045. (Staff Contact: Sara Miller, Deputy Director-Library)**

Motion made by Ronnie Johnson and seconded by Larry Scott to approve the consent agenda.

Motion passed 7-0.

- F. CSO#5267-10-2023, minute order for the purchase and replacement of uniforms, duty gear, tactical clothing and gear, and body armor, with M-Pak through a cooperative purchase agreement with General Service Administration in the amount of \$82,000. (Staff Contact: Randy Crum, Support Bureau Captain)**

Motion made by Ronnie Johnson and seconded by Larry Scott to approve the consent agenda.

Motion passed 7-0.

- G. CSO#5268-10-2023, minute order with Armstrong Forensic Laboratory, Inc. for forensic services, which includes narcotics testing, quantified THC testing, and courtroom testimony, in the amount of \$75,000. (Staff Contact: Randy Crum, Support Bureau Captain)**

Motion made by Ronnie Johnson and seconded by Larry Scott to approve the consent agenda.

Motion passed 7-0.

- H. CSO#5269-10-2023, interlocal agreement with the Burleson Independent School District (BISD) to provide eleven (11) school resource officers for the fiscal year 2023-24 in the amount of \$1,032,145. (Staff Contact: Randy Crum, Police Captain)**

Motion made by Ronnie Johnson and seconded by Larry Scott to approve the consent agenda.

Motion passed 7-0.

## **5. CONSENT AGENDA – WITHDRAWN ITEM**

- C. CSO#5264-10-2023, three-year contract with Holiday Design Sisters for holiday lighting in the Mayor Vera Calvin Plaza in the amount of \$89,451. (Staff Contact: Alex Philips, Economic Development Director)**

Alex Philips, Economic Development Director, presented a contract to the city council.

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

Motion passed 7-0.

## **6. DEVELOPMENT APPLICATIONS**

- A. CSO#5270-10-2023, ordinance for a commercial site plan with waivers, and a zoning change request from “A”, Agricultural, to “C” Commercial with a SUP, Specific Use Permit, allowing “Automobile sales” in specific plan area 3, “Hidden Creek Development Center” of the IH-35 Overlay district, KIA Dealership at 1233 Tarver Rd (Case 23-074). (Staff Presenter: Tony D. McIlwain, Development Services Director) (The Planning and Zoning Commission recommended approval by a vote of 7-0) (First and Final Reading)**

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

Mayor Fletcher opened the public hearing. **Time: 6:01 p.m.**

No speakers.

Mayor Fletcher closed the public hearing. **Time: 6:02 p.m.**

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

Motion passed 6-1, with Victoria Johnson voting against.

- B. CSO#5271-10-2023, ordinance for a commercial site plan with waivers, and a SUP, Specific Use Permit, allowing “Mini-warehouse” in the C, Commercial Zoning District and specific plan area 1, “Spinks” of the IH35 Overlay district, Basden Storage at 755 E Renfro St. (Case 23-010). (Staff Presenter: Tony McIlwain, Development Services Director)(The Planning and Zoning Commission recommended approval by a vote of 7-0)(First and Final Reading)**

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

Mayor Fletcher opened the public hearing. **Time: 6:25 p.m.**

Mike Erinakes, 10340 County Road 1020, was available to answer any questions council may have.

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

Motion made by Adam Russell and seconded by Dan McClendon to approve 6B with the waivers signed on both parcels.

Motion passed 7-0.

## **7. GENERAL**

- A. CSO#5272-10-2023, resolution ratifying the petition for release from the City of Burleson extraterritorial jurisdiction (ETJ) for approximately 26.82 acres of land located at 1133 CR 529, ETJ Release Petition (Case 23-275). (Staff Presenter: Tony McIlwain, Development Services Director) (No Planning and Zoning Commission action was required for this item.)**

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

Motion made by Larry Scott and seconded by Victoria Johnson approve and immediately release 1133 CR 529 from the Burleson ETJ.

Motion passed 7-0.

- B. CSO#5273-10-2023, resolution ratifying the petition for release from the City of Burleson extraterritorial jurisdiction (ETJ) for approximately 1.619 acres of land, Lot 1, Block 4, Hidden Glen; addressed as 2613 Sylvanglen St., ETJ Release Petition (Case 23-276). (Staff Presenter: Tony McIlwain, Development Services Director) (No Planning and Zoning Commission action was required for this item.)**

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

Motion made by Ronnie Johnson and seconded by Adam Russell to approve.

Motion passed 7-0.

- C. CSO#5274-10-2023, ordinance amending the city's budget for fiscal year 2023-2024 by increasing appropriations in the Mineral Capital Parks Fund in the amount of \$104,475 for the parks and recreation master plan, and finding that this ordinance may be considered and approved at only one meeting because time is of the essence. (First and Final Reading) (Staff Presenter: John Butkus, Finance Director)**

Jen Basham, Parks and Recreation Director, presented an ordinance to the city council.

Motion made by Dan McClendon and seconded by Victoria Johnson to approve because time is of the essence.

Motion passed 7-0.

- D. CSO#5275-10-2023, contract with Kimley-Horn and Associates, Inc. for a Parks and Recreation Master Plan in the amount of \$104,475. (Staff Presenter: Jen Basham, Parks and Recreation Director)**

Jen Basham, Parks and Recreation Director, presented a contract to the city council.

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

Motion passed 7-0.

**E. CSO#5276-10-2023 Right-of-Way Use Agreement for outdoor patio seating and approximately 45 feet of decorative metal fencing and removable bollards at 112 W. Ellison Street, Old Texas Brewing Company restaurant. (Staff Presenter: Errick Thompson, Public Works & Engineering Director) – TABLED**

Errick Thompson, Public Works & Engineering Director, presented an agreement to the city council.

Jamie Collard, General Manager for Old Texas Brewing Company, 112 W. Ellison, came forward to answer questions from council.

Jeremy Durham, Extreme Fence, 2095 E. Renfro, came forward to answer questions from council.

Rick Hazon, former owner for Old Texas Brewing Company, 112 W. Ellison, came forward to speak on the history of the patio.

Bill Janusch, 117 NE Clinton Street, came forward to speak in favor of the item.

Motion made by Ronnie Johnson and seconded by Larry Scott tabled the item to allow the applicant to make changes and bring back to council for consideration.

Motion passed 7-0.

**F. Amendments to Council Policy 36 – Purchasing Policy. (Staff Presenter: Justin Scharnhorst, Assistant to the City Manager)**

Justin Scharnhorst, Assistant to the City Manager, presented amendments to Council Policy 36 to the city council.

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

Motion passed 7-0.

**G. CSO#5277-10-2023, insurance application renewal and policy with Stealth Partner Group, managing general underwriter, and Berkshire Hathaway Specialty Insurance to continue to be the City's stop-loss insurance providers for the City's partially self-funded insurance for plan year 2024 in the amount of \$867,000. (Staff Presenter: Wanda Bullard, Interim Director of Human Resources)**

Wanda Bullard, Interim Director of Human Resources, presented the city's insurance application and policy renewal to the city council.

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

Motion passed 7-0.

## **RECESS AND BACK TO ORDER**

Mayor Fletcher recessed for a short break at 7:50 p.m. and called the meeting back to order at 8:01 p.m. with all members present.

## **8. REPORTS AND PRESENTATIONS**

### **A. Receive a report, hold a discussion, and provide staff direction regarding the Police Department and Public Safety Communication expansion project. (*Staff Presenter: Eric Oscarson, Deputy City Manager*)**

Eric Oscarson, Deputy City Manager, gave an update on the Police Department and Public Safety Communications expansion project to the city council.

Bill Janusch, 117 NE Clinton Street, came forward to speak in favor of a 20 year building.

Kelsey Dean, 1655 Candler Drive, Apt. 14101, came forward to speak in favor of a 20 year building.

Jason Moore, Byrne Construction, came forward to speak on the renovation work on the building and the impacts of each option.

Marty Shu, Hilltop Securities, came forward to answer council questions.

### **B. Receive a report, hold a discussion, and provide staff direction regarding the City Hall Renovation project. (*Staff Presenter: Eric Oscarson, Deputy City Manager*)**

Eric Oscarson, Deputy City Manager, gave an update on the City Hall renovation project to the city council. Council consensus option 2

### **C. Receive a report, hold a discussion and provide staff direction regarding options for wayfinding, lighting, and the addition of benches in Old Town (*Staff Presenter: Jen Basham, Parks and Recreation Director*)**

Jen Basham, Parks and Recreation Director, reported on options for wayfinding, lighting, and additional benches in Old Town to the city council.

## **9. CITY COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS OR REPORTS**

- Discuss right of way use agreements in Old Town program.

## **10. RECESS INTO EXECUTIVE SESSION**

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

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

- Receive a report and hold a discussion regarding debt issuance laws and processes, including reimbursement resolutions, notices of intent, and the different types of debt obligations, such as general obligation bonds, certificates of obligation, sales tax revenue bonds, and utility system revenue bonds
- Receive a report and hold a discussion regarding Lighthouse Incident Case Number 90743858.

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

**C. Deliberation regarding commercial or financial information received from or the offer of a financial or other incentive made to a business prospect seeking to locate, stay or expand in or near the territory of the City and with which the City is conducting economic development negotiations pursuant to Section 551.087, Texas Government Code**

- Project Retail
- Project Eos

Motion was made by Adam Russell and seconded Victoria Johnson by to convene into executive session. **Time: 10:10 p.m.**

Motion passed 7-0.

Motion was made by Dan McClendon and seconded by Adam Russell to reconvene into open session. **Time: 11:16 p.m.**

Motion passed 7-0.

**11. ADJOURNMENT**

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

Mayor Fletcher adjourned the meeting.

**Time: 11:17 p.m.**

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Monica Solko  
Deputy City Secretary

## City Council Regular Meeting

**DEPARTMENT:** Finance Department  
**FROM:** John Butkus, Finance Director  
**MEETING:** November 13, 2023

### **SUBJECT:**

Consider approval of a minute order ratifying resolution 4A111323ChishomSummit HooperPark, requesting the City Council pass an intention to reimburse resolution that includes an amount not to exceed \$1,650,000 for capital projects related to Chisholm Summit roadway infrastructure and industrial business park capital improvements. (Staff Presenter: John Butkus, Finance Director)

### **SUMMARY:**

On September 11, 2023, Council approved the final reading of the City's FY23/24 budget and capital improvement plan. The approved budget includes the City's capital improvement program for Economic Development, the Chisolm Summit infrastructure including a retention pond. This reimbursement resolution will give the City the ability to begin incurring capital expenditures with the intent to reimburse the cost incurred with proceeds from bond debt to be issued at a future date. The relevant section of the capital improvement plan is as follows:

4A PROJECTS		FY24	Reimbursement Resolution
Project #	Project Desc.	Budget	Requested Amount
TBD	NEW INDUSTRIAL PARK - HIDER RANCH	10,000,000	-
TBD	LAKEWOOD DR EXPANSION/CONSTRUCTION	10,000,000	
TBD	RETENTION POND - HOOPER PARK	6,500,000	1,650,000
TBD	HOOPER BUSINESS PARK SEWER	3,000,000	
Totals		\$ 29,500,000	\$ 1,650,000

### **OPTIONS:**

- 1) Approve resolution
- 2) Approve resolution with changes
- 3) Deny resolution

### **RECOMMENDATION:**



Staff recommendations approval of the resolution

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

October 3, 2022, City Council approved a minute order ratifying the 4A Economic Development Corporation Boards action requesting a reimbursement resolution that included an amount not to exceed \$30,000,000 for capital projects related to the Chisolm Summit project.

September 11, 2023, Council approved the final reading of the City's FY2023-24 annual budget with the five-year capital improvement plan.

**FISCAL IMPACT:**

N/A

**STAFF CONTACT:**

John Butkus  
Finance Director  
[jbutkus@burlesontx.com](mailto:jbutkus@burlesontx.com)  
817-426-9627

# 4A Economic Development Corporation Reimbursement Resolution

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*PRESENTED TO THE 4A BOARD OF DIRECTORS*

*NOVEMBER 13, 2023*

# Reimbursement Resolution

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- Provides project funding prior to issuing the bonds
- City anticipates issuing bonds during August 2024
- The resolution is not an authorization to issue bonds

# Use of the Resolution

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- Council approved the FY23/24 Budget and capital improvement plan on September 11, 2023
- The approved budget included the City's capital improvement program for Economic Development. A balance of \$4,883,128 from the \$30,000,000 October 3, 2022 Council approved reimbursement resolution remains
- The requested reimbursement resolution amount of \$1,650,000 will provide the additional authority required for the FY23/24 retention pond project
- The capital cost will be reimbursed for project expenses incurred or obligated through August 31, 2024

# 4A Capital Improvement Plan

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4A PROJECTS		FY24	Reimbursement Resolution
Project #	Project Desc.	Budget	Requested Amount
TBD	NEW INDUSTRIAL PARK - HIDER RANCH	10,000,000	-
TBD	LAKEWOOD DR EXPANSION/CONSTRUCTION	10,000,000	
TBD	RETENTION POND - HOOPER PARK	6,500,000	1,650,000
TBD	HOOPER BUSINESS PARK SEWER	3,000,000	
Totals		\$ 29,500,000	\$ 1,650,000

FY24		FY24		FY24		
Quarter	Land/Row	Quarter	Design/Eng	Quarter	Construction	Total
						-
						-
				4	6,500,000	6,500,000
						-
\$	-	\$	-	\$	6,500,000	\$ 6,500,000

# Options

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- Approve the resolution
- Approve the resolution with changes
- Deny the resolution

# QUESTIONS/COMMENTS

Burleson 4A Economic Development Corporation  
**RESOLUTION 4A111323ChisholmSummitHooperPark**

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

**WHEREAS**, the Type A Corporation desires to make capital improvements to Hooper Business Park as specified in the Type A Corporation's capital improvement plan (the "Park Improvements"); and

**WHEREAS**, the Type A Corporation desires that the City obtain the ability to incur capital expenditure costs on projects related to the construction and improvement of a retention pond with the intent to reimburse the costs incurred with proceeds from City bond debt to be issued at a future date in an amount not to exceed \$1,650,000.

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

**Section 1**

The Type A Corporation requests that the City Council pass a reimbursement resolution that includes \$1,650,000 for the construction and improvement of a retention pond.

**Section 2**

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

**Section 3**

The Secretary of the Type A Corporation is hereby directed to publish notice of this action following ratification by City Council as required by law.

Passed and approved and **SO RESOLVED** this\_\_ day of\_\_\_\_\_, 2023.

Signed:

Attest:

\_\_\_\_\_  
President of Type A Corporation

\_\_\_\_\_  
Secretary of the Type A Corporation



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## City Council Regular Meeting

**DEPARTMENT:** Economic Development

**FROM:** Alex Philips, Economic Development Director

**MEETING:** November 13, 2023

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**SUBJECT:**

Consider approval of a minute order ratifying resolution 4A11132023NationalDCP a Performance Agreement between the Burleson 4A Economic Development Corporation and National DCP, LLC for an 85,000 cold storage facility located at 3005 S. Interstate 35W in Highpoint East Business Park in Burleson, Texas. (*Staff Presenter: Alex Philips, Economic Development Director*)

**SUMMARY:**

National DCP has executed a land sale contract for approximately 13.1 acres located in Highpoint East Business Park adjacent to McLane Classic Foods. They are proposing to build a 85,000 square foot cold storage facility and employ 75 new full time employees with an average wage of \$68,665. The company plans to invest a minimum of \$25 million dollars for the building and equipment.

National DCP is a global provider of innovative supply chain solutions for the food service industry. They currently serve over 10,000 quick services restaurants in the United States and distribute products to more than 40 countries. This facility will be National DCP's 10<sup>th</sup> distribution center that will allow them to reach more than the 58% of the United States population within a day.

National DCP has requested \$400,000 in economic incentives to help accomplish the needed site improvements.

In order to receive the proposed incentives, National DCP will be required to adhere to the following conditions:

- Design and construct the Development in substantial conformance with the criteria and development standards set forth in the ordinances of the City of Burleson and applicable state and federal laws.
- Design and construct the Development in substantial conformance with the Concept Plan included in the agreement.

- Operate the Development in substantial conformance with the criteria and development standards set forth in the ordinances of the City of Burleson and applicable state and federal laws.
- National DCP to have the property under contract by December 1, 2023.
- National DCP to submit the building plans of at least 85,000 square feet cold storage facility for the development by January 9, 2024
- National DCP to commence construction by April 1, 2024.
- National DCP to pour building foundation acceptable to the City by May 6, 2024.
- National DCP to complete the construction of at least 85,000 square foot cold storage facility with a capital investment of at least \$25 million dollars by February 21, 2025.
- National DCP to receive the certificate of occupancy by March 10, 2025.

As performance measures are met, National DCP would receive the following incentives:

- The 4A to issue a cash grant in the amount of \$200,000 once the prospect has poured and completed city inspection of the foundations of the building.
- The 4A to issue a cash grant in the amount of \$200,000 once the developer receives the certificate of occupancy for the building.

**OPTIONS:**

- 1) Approve as presented
- 2) Deny

**RECOMMENDATION:**

Staff recommends approving the Performance Agreement.

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

N/A

**FISCAL IMPACT:**

N/A

**STAFF CONTACT:**

Alex Philips  
Economic Development Director

[burlesontx.com](http://burlesontx.com) | 817.426.9611 | 141 W Renfro Street, Burleson, Texas 76028

[aphilips@burlesontx.com](mailto:aphilips@burlesontx.com)  
817-426-9613

# Project Frosty



# Project Frosty

- National DCP, LLC (NDCP) is a global provider of innovative supply chain solutions for the foodservice industry.
- NDCP currently serves over 10,000 quick service restaurants in the U.S. and distribute products to more than 40 countries.
- NDCP's distribution network makes 700,000+ deliveries of over 86 million cases, driving more than 30 million miles.
- NDCP currently has nine (9) distribution centers nationwide and 30+ logistics hubs, allowing us to reach 58% of the U.S. population within a day.





# Project Frosty Obligations

- Approximately 13.1 acre site and is proposing a 85,000 square foot cold storage food distribution center with a minimum \$25 million dollar capital investment.
- They will hire 76 new FTE's with an average wage of \$68,665.
- National DCP to commence construction by April 1, 2024.
- National DCP to pour the building foundation acceptable to the City by May 6, 2024.
- National DCP to complete the construction of at least 85,000 square foot cold storage facility with a capital investment of at least \$25 million dollars by February 21, 2025.
- National DCP to receive the certificate of occupancy by March 10, 2025.



# Economic Development Incentives

- The 4A to issue a cash grant in the amount of \$200,000 once the prospect has poured and completed city inspection of the foundations of the building.
- The 4A to issue a cash grant in the amount of \$200,000 once the developer receives the certificate of occupancy for the building.



# Project Frosty

Project Frosty	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	
CAPEX	\$ 25,000,000.00	\$ 25,750,000.00	\$ 26,522,500.00	\$ 27,318,175.00	\$ 28,137,720.25	\$ 28,981,851.86	\$ 29,851,307.41	\$ 30,746,846.64	\$ 31,669,252.03	\$ 32,619,329.60	
Appraised Value (70% of CAPEX)	\$ 17,500,000.00	\$ 18,025,000.00	\$ 18,565,750.00	\$ 19,122,722.50	\$ 19,696,404.18	\$ 20,287,296.30	\$ 20,895,915.19	\$ 21,522,792.64	\$ 22,168,476.42	\$ 22,833,530.72	
Revenue											
Property Tax	\$ 126,000.00	\$ 129,780.00	\$ 133,673.40	\$ 137,683.60	\$ 141,814.11	\$ 146,068.53	\$ 150,450.59	\$ 154,964.11	\$ 159,613.03	\$ 164,401.42	
Expenses											
Incentives	\$ (200,000.00)	\$ (200,000.00)									
Annual	\$ (74,000.00)	\$ (70,220.00)	\$ 133,673.40	\$ 137,683.60	\$ 141,814.11	\$ 146,068.53	\$ 150,450.59	\$ 154,964.11	\$ 159,613.03	\$ 164,401.42	Total Incentive \$ (400,000.00)
Cumulative		\$ (144,220.00)	\$ (10,546.60)	\$ 127,137.00	\$ 268,951.11	\$ 415,019.65	\$ 565,470.23	\$ 720,434.34	\$ 880,047.37	\$ 1,044,448.79	ROI 261%

- 10 YR Return – 261%
- Break even in Year 4



# Questions?



- Approve the Performance Agreement with National DCP, LLC.
- Deny the Performance Agreement with National DCP, LLC.



Economic  
Development

**Questions?**



**PERFORMANCE AGREEMENT BETWEEN**  
**THE BURLESON 4A ECONOMIC DEVELOPMENT CORPORATION AND**  
**NATIONAL DCP, LLC, A DELAWARE LIMITED LIABILITY COMPANY**

This Performance Agreement (the "Agreement") is entered into as of October 31, 2023 (the "Effective Date") by and among The Burleson 4A Economic Development Corporation, a Texas municipal development corporation (the "EDC") created pursuant to the Development Corporation Act of 1979, as amended, codified as Subtitle C1 of Title 12 of the Texas Local Government Code (the "Act") located in the City of Burleson (the "City"), Counties of Johnson and Tarrant, State of Texas, by and through its President, and National DCP, LLC, a Delaware limited liability company ("Frosty"). In consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**ARTICLE 1.**  
**DEFINITIONS**

- 1.01 The terms "the Act," "Agreement," "City," "EDC," "Effective Date," and "Frosty," shall have the meanings provided above.
- 1.02 "Capital Investment" means and shall include all costs incurred relating to the acquisition of the Property and construction of the Development, including the actual construction costs, and other costs of all buildings, structures, improvements, infrastructure, fixed machinery and equipment, site development costs including demolition, grading and environmental abatement; engineering fees, architectural fees, legal fees and other professional fees; construction financing costs of the Development and tangible personal property, but shall not include financing costs for the Capital Investments, insurance costs, marketing costs, offsite improvements, or costs reimbursed to Frosty by the EDC in the form of Incentives.
- 1.03 "Certificate of Occupancy" means the document issued by the City of Burleson certifying the Development is in compliance with applicable building codes and other laws and indicating it to be a condition suitable for occupying.
- 1.04 "City Manager" means the city manager of the City.
- 1.05 "Commence Construction" means the beginning of construction in earnest on the Development on the Property and includes all of the following: (1) a signed contract with a general contractor or construction company to construct the Development, (2) proof of financing for the construction of the Development, (3) cleared the portion of the Property for the Development, and (4) installed proper erosion controls on the Property for the Development.



- 1.06 “Complete Construction” means the completion of construction of the Development on the Property and all buildings are ready for finish out and eligible for a Certificate of Occupancy.
- 1.07 “Development” means at least 85,000 square foot office, cold storage, and distribution facility to be occupied and operated by Frosty, as Frosty’s cold storage and distribution center.
- 1.08 “Event of Bankruptcy” means the dissolution or termination of Frosty’s existence as a going business, insolvency, appointment of receiver for any part of Frosty’s property and such appointment is not terminated within 90 days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Frosty and such proceeding is not dismissed within 90 days after the filing thereof.
- 1.9 “FTE” means a job requiring a minimum of One Thousand Nine Hundred Twenty (1,920) hours of work averaged over a twelve (12) month period with a minimum annual average salary of \$44,000.00.
- 1.10 “Governing Regulations” means the following regulations: (i) Subdivision Regulations, (ii) Municipal Building Codes, (iii) Plats, (iv) Zoning Ordinance, and (v) all state and federal statutes, rules, regulations, as amended, and other political subdivisions and governmental entities, if any, having jurisdiction over the Property and all applicable ordinances, rules, and regulations as amended by the City.
- 1.11 “Incentives” mean the combined contributions, monetary or otherwise, of the EDC towards completion of the Development, as required by this Agreement.
- 1.12 “Land Sale Contract” means the contract executed between Frosty and current owner of the Property by which Frosty will purchase and obtain fee simple title to the Property.
- 1.13 “Municipal Building Codes” means building, plumbing, electrical, mechanical, and fire codes and all amendments thereto in effect on the date of submittal of a permit application to the City pursuant to the Building Codes, except any amendments from which the Project is exempt pursuant to Chapter 245 of the Local Government Code.
- 1.14 “Open” means the date Frosty opens and begins to operate the Development as an office, cold storage, and distribution facility, and has the required Certificates of Occupancy to do so.
- 1.15 “Plat(s)” means any final plat(s) for a portion of the Property approved from time to time by the City in accordance with this Agreement.
- 1.16 “Project” means incentives offered by the EDC to encourage Frosty to locate the Development in Burleson.



- 1.17 "Property" means an approximately 13.1 acre tract commonly known as 465 Forgotten Lane and 3005 S Interstate 35 W, Burleson, Johnson County, Texas, more fully described in the attached Exhibit A.
- 1.18 "Qualified Job" means an FTE in one of the following sectors of the North American Industry Classification System (NAICS): (i) 311-339 – Manufacturing; (ii) 42 – Wholesale Trade; (iii) 48-49 – Transportation and Warehousing, and (iv) Management of Companies and Enterprises.
- 1.19 "Subdivision Regulations" means the Subdivision and Development Ordinance and Design Standards manual or other regulations adopted in their place, as of the date a preliminary plat application is filed and approved with the City, including any dormancy regulations effective on the date a preliminary plat application is filed with the City. Should a preliminary plat "expire" in accordance with the applicable dormancy regulations, a new application must be filed and the Subdivision Regulations for purposes of the new application shall be the Subdivision and Development Ordinance and Design Standards manual, or other regulations adopted in their place, as of the date the new application is filed with the City, including any dormancy regulations effective as of the date the new application is filed with the City.
- 1.20 "Zoning Ordinance" means the zoning ordinance of the City on the Effective Date of the Agreement, currently City of Burleson Ordinance No. B-582, as it may be amended.

## **ARTICLE 2**

### **RECITALS**

- 2.01 Frosty seeks to acquire the Property, and Frosty (or affiliated entity) proposes to construct and operate the Development on the Property.
- 2.02 The Board of Directors of the EDC has determined and found that the Project will provide incentives for the Development, will create primary jobs as defined by Section 501.002(12) of the Act, and that the expenditures of the EDC set forth in this Agreement are suitable or required for the development of a new industrial enterprise, and fall within the definition of a "project" as defined in Section 501.101 of the Act.
- 2.03 The Board of Directors of the EDC, which has determined that substantial economic benefit and the creation of new opportunities of employment will accrue to City as a result of the Development being located in the City, desires to have Frosty construct the Development improvements and operate the Development in the City.
- 2.04 The Development will increase the taxable value in the City and will directly and indirectly result in the creation of additional jobs throughout the City and the value



of the benefits of the Development is anticipated to outweigh the amount of expenditures required of the EDC by the Project under this Agreement.

- 2.05 The EDC, to encourage the construction and operation of the Development on the Property, desires to provide incentives as set forth herein which are necessary in order for Frosty to locate the Development in the City and operate as hereinafter set forth, to aid and promote economic development in the City.
- 2.06 The Board of Directors of the EDC has found the Development will contribute to an increase in economic development in the City.
- 2.07 The Property is not owned or leased by any member of the Burleson 4A Economic Development Corporation, Burleson City Council, or any member of the City Planning and Zoning Commission.

### **ARTICLE 3.** **AUTHORIZATION**

The Burleson City Council and the EDC Board both find and determine that this Agreement is authorized by Chapters 501 and 504 of the Texas Local Government Code, and that the incentives contemplated in this Agreement constitute a "Project" as defined by the Development Corporation Act, codified in Subtitle C-1 of Title 12 of the Texas Local Government Code, in Section 501.101.

### **ARTICLE 4.** **TERM**

The term of this Agreement shall commence on the Effective Date and will terminate ten years following the date of issuance of the Certificate of Occupancy for the Development.

### **ARTICLE 5.** **COVENANTS OF FROSTY**

- 5.01 Covenants Regarding Frosty Development and Operations. In consideration of EDC agreeing to pay Frosty the Incentives in accordance with the terms, provisions and conditions of this Agreement, Frosty agrees to the following, which are not obligations of Frosty, but are duties that must be fulfilled in order to receive the Incentives:
  - (A) Frosty shall design and construct the Development in conformance with the Governing Regulations.
  - (B) Frosty shall design and construct the Development in substantial conformance with the criteria and development standards set forth in the ordinances of the City of Burleson and applicable state and federal laws.



- (C) Frosty shall operate the Development in substantial conformance with the criteria and development standards set forth in the ordinances of the City of Burleson and applicable state and federal laws.
- (D) Frosty shall remain current and paid on all property taxes on the Property accruing from and after the closing date under the Land Sale Contract, subject to appeal rights in accordance with law and subject to a right to cure any delinquency.
- (E) By February 1, 2024, Frosty and the current fee simple owner of the Property shall execute a Land Sale Contract whereby Frosty shall acquire fee simple title to the Property upon closing.
- (F) By April 9, 2024, Frosty shall submit to the City building plans of the Development for review.
- (G) By July 1, 2024, Frosty and the current fee simple owner of the Property shall complete closing on the Land Sale Contract whereby Frosty acquires fee simple title to the Property.
- (H) By July 1, 2024, Frosty shall obtain a building permit to construct the Development and Commence Construction on the Development.
- (I) By August 6, 2024, Frosty shall complete the pouring of the slab foundation for the Development.
- (J) By May 21, 2025, Frosty shall Complete Construction on the Development with a minimum Capital Investment in the Property of \$25 million dollars.
- (K) By June 10, 2025, Frosty shall obtain a Certificate of Occupancy on the Development.
- (L) By August 10, 2025, Frosty shall Open the Development.
- (M) After Frosty Opens the Development, Frosty shall operate the facility on the Property for the term of this Agreement subject to (i) force majeure, (ii) casualty and condemnation, and (iii) temporary closings for repair, renovations and/or alterations not to exceed ninety (90) consecutive days, in each event, subject to extensions for force majeure.
- (N) After Frosty Opens the Development, Frosty shall operate the facility on the Property with at least 50 FTEs, of which at least 25 shall be Qualified Jobs.

5.02 If Frosty is delayed in performing any of its covenants described above by force majeure (as defined below), then the deadlines for Frosty's performance of those covenants shall be extended an equal time period.



- 5.03 Verification of Capital Investment. Within 30 days following the receipt of a Certificate of Occupancy, Frosty shall provide written verification to the EDC that the Capital Investment made by Frosty for the Development meets or exceeds the requirements set forth in of this Agreement. The EDC may request, and Frosty hereby agrees that it will permit reasonable review of information (at no cost, expense or liability to Frosty) that permits the EDC to verify that the Capital Investment made by Frosty for the Development meets or exceeds the requirements of this Agreement excluding (i) financial information of Frosty not related to the Development, and (ii) proprietary information.
- 5.04 Verification of FTEs and Qualified Jobs Information. In verifying duties related to FTEs and Qualified Jobs, Frosty shall provide written proof and documentation to the EDC on or before June 10<sup>th</sup> annually, beginning June 10, 2025, of the FTEs and Qualified Jobs at the Development for the Term of this Agreement. Such documentation shall include an employee identification number for each employee, number of employees, job titles, average salary, full time status of employees, number of hours required, and NAICS classification numbers.

**ARTICLE 6.**  
**INCENTIVES PROVIDED BY THE EDC TO FROSTY**

- 6.01 Subject to and contingent upon Frosty complying with its duties and obligations under this Agreement, EDC agrees that, subject to the terms and conditions contained herein, EDC shall pay the contributions and benefits according to the schedule set forth in this Article.
- 6.02 Subject to Frosty complying with its duties and obligations under this Agreement, the EDC agrees to the Incentives set forth in this Section. The Incentives shall be paid to Frosty in the incremental, scheduled amounts specified below upon completion of the following milestones:
- (A) Upon the City completing and approving the inspection on the poured foundation for the Development, the Incentive payment due to Frosty shall be Two Hundred Thousand Dollars (\$200,000.00).
  - (B) Upon receiving a Certificate of Occupancy for the Development and delivering written verification of Frosty's Capital Investment to the EDC, the Incentive payment due to Frosty shall be Two Hundred Thousand Dollars (\$200,000.00).
- 6.03 EDC Participation. Notwithstanding anything to the contrary, the EDC's obligations under this Agreement shall not exceed Four Hundred Thousand Dollars (\$400,000.00) for all obligations set forth herein, including all Incentives. The EDC authorizes the City Manager to allocate such funds as permitted by law, and as necessary to meet the EDC obligations set forth in this Agreement.



- 6.04 Verification of Completion of Milestone. Following the completion of each milestone specified in Section 6.02, Frosty shall provide written notice of such completion to the EDC and provide documentation demonstrating achievement of the milestone reasonably satisfactory to the EDC. Frosty agrees that EDC shall not be required to make any Incentive payment under this Agreement until such time that Frosty provides such written notice and proof of documentation demonstrating achievement of the milestone. Following written notice of completion and proof of costs or other documentation demonstrating achievement of the milestone reasonably satisfactory to the EDC, EDC shall pay Frosty the Incentive amount specified in Section 6.02 subject to the terms and provisions of this Agreement, within ninety (90) days.

**ARTICLE 7.**  
**AUTHORITY; COMPLIANCE WITH LAW**

- 7.01 Frosty hereby represents and warrants to EDC that it has full lawful right, power and authority to execute and deliver and perform the terms and obligations of this Agreement and that the execution and delivery of this Agreement has been duly authorized by all necessary action by Frosty, and this Agreement constitutes the legal, valid and binding obligation of Frosty, and is enforceable in accordance with its terms and provisions.
- 7.02 Notwithstanding any other provision of this Agreement, Frosty shall comply with all applicable federal, state, and local laws.
- 7.03 During the term of this Agreement, Frosty agrees not to knowingly employ any undocumented workers at the Development, and if convicted of a violation under 8 U.S.C. Section 1324a(f), Frosty shall repay the amount of the EDC contribution(s) received by Frosty for the period of time of such violation within 120 business days after the date Frosty is notified by the City of such conviction (provided all appeals have been exhausted), plus interest at the rate the City is paying on the most recent issuance of bonded indebtedness prior to Frosty's violation of this Section. This Section shall supersede any other conflicting term in this Agreement and shall survive termination of the Agreement.

**ARTICLE 8.**  
**TERMINATION.**

- 8.01 Termination. This Agreement shall terminate at the expiration of the Term specified in Article 4 unless terminated earlier as follows:
- (a) By written agreement of the Parties;
  - (b) On the date of termination set forth in a written notice provided by a Party to the other Party in the event the other Party is in default and breaches any of the terms and conditions, or fails to meet any performance conditions, of this



Agreement and such default is not cured within ninety (90) days after the non-breaching Party sends notice to the breaching Party of such breach;

- (c) On the date of termination set forth in a written notice by EDC to Frosty if Frosty experiences an Event of Bankruptcy;
  - (d) On the date of termination set forth in a written notice by EDC to Frosty if Frosty has delinquent ad valorem or sales taxes owed to the City (provided that Frosty retains the right to timely and properly protest and/or contest any such taxes), and such delinquent ad valorem or sales taxes owed to the City are not paid within ninety (90) days after the EDC sends notice to Frosty; or
  - (e) On the date of termination set forth in a written notice by a Party to the other Party if either Party receives notice that any subsequent federal or state legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal, or unenforceable.
- 8.02 No Additional Incentives Following Termination. In the event this Agreement is terminated by the EDC pursuant to Section 8.01, then Frosty shall not be entitled to any additional Incentive payments or other funds paid pursuant to this Agreement from EDC and the EDC shall have no further obligation to Frosty.
- 8.03 False Representation or Falsification of Documentation. In the event this Agreement is terminated by the EDC pursuant to Section 8.01(b) because Frosty has knowingly provided any false representation or provides any knowingly false documentation of investments, jobs, enrollment, costs, or achievement of any milestone or requirement under this Agreement, then Frosty shall within thirty (30) days of the date of termination return to the EDC any funds received by Frosty related to such knowingly false representation or report with Interest from the date of termination. The terms set forth in this Section shall survive termination.
- 8.04 Limitation of Liability. Notwithstanding any provision of this Agreement to the contrary, in no event shall EDC be liable to Frosty for consequential, incidental, punitive, special, or exemplary damages, including lost revenues, profits, delays, or other economic loss arising from any cause including breach of warranty, breach of contract, tort, strict liability or any other cause whatsoever. To the extent permitted by law, any statutory remedies that are inconsistent with this provision of the Agreement are waived. The terms set forth in this Section shall survive termination.
- 8.05 No Waiver. No waiver or any breach of any term or condition of this Agreement shall be construed to waive any subsequent breach of the same or any other term or condition of this Agreement. Any waiver of any term or condition of this Agreement must be in writing and approved by the authorized representatives of the parties and approved by the City Council.



**ARTICLE 9.**  
**RIGHT OF OFFSET; MANDATORY STATUTORY CERTIFICATIONS; AND VENUE**  
**AND GOVERNING LAW**

- 9.01 Frosty agrees that, subject to the provision of notice by EDC and 90-day period following receipt of notice in which Frosty may respond or act, EDC may offset the amount of any compensation due to Frosty for any calendar year under this Agreement against any amount which is: (i) lawfully due to City or EDC from Frosty, and (ii) not subject to challenge by Frosty in a court of competent jurisdiction.
- 9.02 By executing this Agreement, Frosty warrants, agrees, verifies, and certifies that it does not and during the duration of this Agreement will not:
- A. Boycott Israel as that term is defined in Texas Government Code Section 808.001 and Chapter 2271, as amended;
  - B. Do business with Iran, Sudan, or a foreign terrorist organization, as defined in Texas Government Code Chapter 2270, as amended;
  - C. Boycott energy companies as defined in Texas Government Code Section 809.001 and Chapter 2274, as amended; or
  - D. Discriminate against a firearm trade association as defined in Texas Government Code Chapter 2274, as amended.

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

- 9.03 This Agreement is fully performable in Johnson County, Texas and venue of any action arising out of this Agreement shall be exclusively in Johnson County, Texas. To the extent permitted by law, the substantive laws of the State of Texas shall apply without regard to applicable principles of conflicts of law, and the parties submit to the jurisdiction of the state courts in Johnson County, Texas.

**ARTICLE 10.**  
**FORCE MAJEURE**

Performance of Frosty's obligations under this Agreement shall be subject to extension due to delay by reason of events of force majeure, and Frosty's obligations shall be abated during any period of force majeure. Force majeure shall include, without limitation, damage or destruction by fire or other casualty, condemnation, strike, lockout,



civil disorder, war, inability to obtain (or delay in obtaining) any permit and/or legal authorization (including engineering approvals by any governmental entity), inability to obtain (or delay in obtaining) governmental approvals and permits, shortage or delay in shipment of materials or fuel occasioned by any event referenced herein, acts of God, unusually adverse weather or wet soil conditions or other causes beyond the parties' reasonable control, including but not limited to, any court or judgment resulting from any litigation affecting the Property or this Agreement.

#### **ARTICLE 11.**

##### **GIFT TO PUBLIC SERVANT OR COMPANY REPRESENTATIVE**

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

11.02 **Right of Reimbursement.** Notwithstanding any other legal remedies, EDC may obtain reimbursement for any expenditure made to Frosty as a result of the improper offer, agreement to confer, or conferring of a benefit to a City employee or official. This Section shall supersede any other conflicting term in this Agreement and shall survive termination of the Agreement.

#### **ARTICLE 12.** **ASSIGNMENT**

Frosty may not assign any part of this Agreement without consent or approval by the EDC.

#### **ARTICLE 13.** **INDEMNIFICATION**

13.01 **FROSTY EXPRESSLY AGREES TO FULLY AND COMPLETELY DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, AND ITS OFFICERS, AND EMPLOYEES, AGAINST ANY AND ALL CLAIMS, LAWSUITS, LIABILITIES, JUDGMENTS, COSTS, AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM, DAMAGES OR LIABILITY FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, TO THE EXTENT CAUSED BY ANY NEGLIGENT, GROSSLY NEGLIGENT, WRONGFUL, OR STRICTLY LIABLE ACT OR OMISSION OF FROSTY OR ITS AGENTS, EMPLOYEES, OR CONTRACTORS, ARISING IN THE PERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT.** Nothing in this paragraph may be construed as waiving any governmental immunity available to the City under state law. This



provision is solely for the benefit of the City, and its officers and employees, and is not intended to create or grant any rights, contractual or otherwise, in or to any other person. This Section shall survive termination of this Agreement.

- 13.02 Nothing in this Agreement shall be construed as waiving any governmental immunity available to the City or EDC under state law.
- 13.03 It is acknowledged and agreed by the parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the parties. The City and EDC (including its past, present and future officers, elected officials, directors, employees and agents of the City and EDC) do not assume any responsibility to any third party in connection with Frosty's construction of the Development.

#### **ARTICLE 14.** **MISCELLANEOUS MATTERS**

- 14.01 Time is of Essence. Time is of the essence in this Agreement. The parties hereto will make commercially reasonable efforts to expedite the subject matters hereof and acknowledge that the successful performance of this Agreement requires their continued cooperation. If any date for the performance of any matter under this Agreement (including the date for the sending of a Notice and the date on which a Notice is deemed to have been received) falls on a Saturday, Sunday, or legal holiday observed by national banks in the counties where the Property is located, then such date shall be extended to the next calendar day that is not a Saturday, Sunday, or such legal holiday.
- 14.02 Agreement Subject to Applicable Law. This Agreement is made subject in accordance with the Burleson Home Rule Charter and ordinances of City, as amended, and all applicable State and federal laws, violation of which shall constitute a default of this Agreement.
- 14.03 Interpretation. Each of the parties have been represented by counsel of their choosing in the negotiation and preparation of this Agreement. In the event of any dispute regarding the interpretation of this Agreement, this Agreement will be interpreted fairly and reasonably and neither more strongly for nor against any party based on draftsmanship.
- 14.04 Counterparts Deemed Original. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.
- 14.05 Captions. The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.



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

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

**Frosty:** National DCP, LLC  
3805 Crestwood Parkway, Suite 400  
Duluth, GA 30096  
Attn: Steve Domonkos  
[Steve.domonkos@natdcp.com](mailto:Steve.domonkos@natdcp.com)

With a copy to: Frost Brown Todd  
400 West Market Street, Suite 3200  
Louisville, KY 40202  
Attn: Tanner Nichols  
[tnichols@fbtlaw.com](mailto:tnichols@fbtlaw.com)

**EDC:** Burleson 4A Economic Development Corporation  
Attn: City Manager  
141 W Renfro Street  
Burleson, Texas 76028  
Telephone: (817) 426-9613

With a copy to: Taylor, Olson, Adkins, Sralla & Elam, L.L.P.  
Attn: E. Allen Taylor, Jr., City Attorney  
6000 Western Place  
Suite 200  
Fort Worth, Texas 76107  
Telephone: (817) 332-2580

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

14.09 Severability. In the event any section, subsection, paragraph, subparagraph, sentence, phrase, or word herein is held invalid, illegal, or unenforceable, the



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

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

*[Signature pages to follow]*



EXECUTED on the respective dates of acknowledgement, to be effective as of the Effective Date first set forth above.

**BURLESON 4A ECONOMIC DEVELOPMENT CORPORATION,**  
**a Texas municipal development corporation**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF TEXAS  
COUNTY OF JOHNSON

This instrument was acknowledged before me on \_\_\_\_\_, 2023 by \_\_\_\_\_, known personally by me to be the \_\_\_\_\_ of Burleson 4A Economic Development Corporation, on behalf of said corporation.

[Notary Seal]

\_\_\_\_\_  
Notary Public, State of Texas

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney



NATIONAL DCP, LLC

By: Steven Domonkos

Name: Steven Domonkos

Title: Chief Operations Officer

Date: October 31, 2023

STATE OF Georgia  
COUNTY OF DeKalb

This instrument was acknowledged before me on 10/31, 2023 by Steven Domonkos, known personally by me to be the COO of National DCP, LLC, on behalf of said company.

[Notary Seal]

Joann Marshall Bronsted  
Notary Public





**Exhibit A**  
**Legal Description of Land**

Real property located at 456 Forgotten Lane in Burleson, Texas 76028, described as follows:

A TRACT OF LAND SITUATED IN THE A.J. PATTON SURVEY ABSTRACT NO. 685, JOHNSON COUNTY, TEXAS, BEING ALL OF THAT TRACT OF LAND CONVEYED TO RA DEVELOPMENT LTD., IN THAT DEED RECORDED IN VOLUME 3489, PAGE 418, DEED RECORDS, JOHNSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A ½ INCH IRON PIPE FOUND IN THE SOUTHWESTERLY LINE OF SAID RA DEVELOPMENT, LTD. TRACT FOR THE MOST EASTERLY CORNER OF A TRACT OF LAND CONVEYED TO DAVID LEE FLETCHER IN THAT DEED RECORDED IN VOLUME 4431, PAGE 912, D.R.J.C.T.;

THENCE N 29°26'19" W ALONG THE NORTHEASTERLY LINE OF SAID FLETCHER TRACT AND SAID SOUTHWESTERLY LINE, A DISTANCE OF 238.38 FEET TO A 5/8 INCH ROD FOUND FOR THE MOST NORTHERLY CORNER OF SAID FLETCHER TRACT AND THE MOST EASTERLY CORNER OF THAT TRACT OF LAND CONVEYED TO DAVID P. EAKIN AND DEBORAH EAKIN IN THAT DEED RECORDED IN VOLUME 1992, PAGE 698, D.R.J.C.T.;

THENCE N 30°04'42" W ALONG THE NORTHEASTERLY LINE OF SAID EAKIN TRACT AND SAID SOUTHWESTERLY LINE, A DISTANCE OF 144.54 FEET TO A 5/8 INCH ROD FOUND FOR THE MOST NORTHERLY CORNER OF SAID EAKIN TRACT AND THE MOST EASTERLY CORNER OF TRACT 2 AS CONVEYED TO GALLERO NEW MEXICO LAND HOLDINGS TRUST IN THAT DEED RECORDED IN INSTRUMENT NO. 2013-26677, D.R.J.C.T.;

THENCE N 30°20'42" W ALONG THE NORTHEASTERLY LINE OF SAID TRACT 2 AND SAID SOUTHWESTERLY LINE, A DISTANCE OF 160.52 FEET TO A 1/2" IRON ROD SET WITH CAP STAMPED "RPLS 5544" FOR THE MOST NORTHERLY CORNER OF SAID TRACT 1 AND FOR THE MOST EASTERLY CORNER OF TRACT 1 AS CONVEYED TO GALLERO NEW MEXICO LAND HOLDINGS TRUST IN THAT DEED RECORDED IN INSTRUMENT NO. 2013-26677, D.R.J.C.T.;

THENCE N 30°24'36" W ALONG THE NORTHEASTERLY LINE OF SAID TRACT 1 AND SAID SOUTHWESTERLY LINE, A DISTANCE OF 227.45 FEET TO A 4" FENCE POST FOUND FOR THE MOST NORTHERLY CORNER OF SAID TRACT 1 AND FOR THE MOST EASTERLY CORNER OF A 1.124 ACRE TRACT OF LAND CONVEYED TO RA DEVELOPMENT, LTD., IN THAT DEED RECORDED IN INSTRUMENT NO. 2017-14151, D.R.J.C.T.;

THENCE N 29°34'48" W ALONG THE NORTHEASTERLY LINE OF SAID 1.124. ACRE TRACT AND SAID SOUTHWESTERLY LINE, A DISTANCE OF 255.66 FEET TO A ½" IRON ROD FOUND WITH A CAP STAMPED "RPLS 5544" IN THE NORTHWESTERLY LINE OF SAID RE DEVELOPMENT, LTD. TRACT;

THENCE N 60°25'12" E ALONG SAID NORTHWESTERLY LINE, A DISTANCE OF 583.50 FEET TO A ½" IRON ROD FOUND WITH A CAP STAMPED "RPLS 5544" FOR THE MOST WESTERLY CORNER



OF LOT 4, BLOCK 1, HIGHPOINT BUSINESS PARK EAST, PHASE 2, ACCORDING TO THAT PLAT RECORDED IN INSTRUMENT NO. 2021-104, PLAT RECORDS, JOHNSON COUNTY, TEXAS;

THENCE LEAVING SAID NORTHWESTERLY LINE ALONG THE SOUTHWESTERLY LINE OF SAID LOT 4, BLOCK 1 THROUGH THE FOLLOWING THREE COURSES,

S 29°38'09" E, A DISTANCE OF 251.59 FEET TO A ½" IRON ORD FOUND WITH A CAP STAMPED "RPLS 5544";

S 60°30'41" W A DISTANCE OF 24.48 FEET TO A ½" IRON ROD FOUND WITH A CAP STAMPED "RPLS 5544";

S 29°38'09" E, A DISTANCE OF 566.53 FEET TO A ½" IRON ROD FOUND WITH A CAP STAMPED "RPLS 5544" FOR THE MOST SOUTHERLY CORNER OF SAID LOT 4, BLOCK 1 AND FOR THE INTERSECTION OF THE NORTHWESTERLY RIGHT-OF-WAY LINE OF HIGHRIDGE DRIVE (50' R-O-W) AND THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF MERIDIAN DRIVE (50' R-O-W);

THENCE S 29°38'09" E ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 202.22 FEET TO A ½" IRON ROD FOUND WITH A CAP STAMPED "RPLS 5544" FOR THE MOST NORTHERLY CORNER OF LOT 1R, BLOCK 1 HIGHPOINT BUSINESS PARK EAST, PHASE 1, ACCORDING TO THAT PLAT RECORDED IN INSTRUMENT NO. 2020-32, PLAT RECORDS, JOHNSON COUNTY, TEXAS;

THENCE S 60°21'52" W ALONG THE NORTHWESTERLY LINE OF SAID LOT 1R, BLOCK 1, A DISTANCE OF 553.89 FEET TO THE POINT OF BEGINNING AND CONTAINING 13.171 ACRES OF LAND MORE OR LESS,

0117933.0656138 4877-7038-8360v2





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## City Council Regular Meeting

**DEPARTMENT:** Public Works & Engineering

**FROM:** Errick Thompson, Director

**MEETING:** November 13, 2023

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**SUBJECT:**

Consider a minute order ratifying resolution 4A11132023ChisholmSummitLakewoodDr authorizing the reimbursement of R.A. Development, Ltd., for costs associated with burying United Cooperative Services existing overhead electric lines along Lakewood Drive pursuant to an existing Chapter 380 and Economic Development and Performance Agreement in an amount not to exceed \$669,139.33. (*Staff Presenter: Errick Thompson, Director of Public Works & Engineering*)

**SUMMARY:**

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

United Cooperative Services (UCS) is the electric service provider along Lakewood Drive. There are existing overhead electric utilities between CR 1016 and CR 1020. As part of the design of the roadway, these lines are to be buried to create a more aesthetically pleasing roadway. The cost to bury the electric lines is \$669,139.33.

The design and cost to install parkway and pedestrian lighting shall be presented at a future council meeting for consideration and approval.

**OPTIONS:**

- 1) Approve a minute order ratifying the 4A Economic Development Corporation Board's action taken on approving the construction costs and authorization of the reimbursement of R.A. Development, Ltd., for the costs of burying United Cooperative Services existing overhead electric lines along Lakewood Drive pursuant to an existing Chapter 380 and Economic Development and Performance Agreement in an amount not to exceed \$669,139.33.
- 2) Deny a minute order ratifying the 4A Economic Development Corporation Board's action taken on approving the construction costs and authorization of the reimbursement of R.A. Development, Ltd., for the costs of burying United Cooperative Services existing overhead electric lines along Lakewood Drive pursuant to an existing Chapter 380 and Economic Development and Performance Agreement in an amount not to exceed \$669,139.33.



**RECOMMENDATION:**

Approve a minute order ratifying the 4A Economic Development Corporation Board's action taken on approving the construction costs and authorization of the reimbursement of R.A. Development, Ltd., for the costs of burying United Cooperative Services existing overhead electric lines along Lakewood Drive pursuant to an existing Chapter 380 and Economic Development and Performance Agreement in an amount not to exceed \$669,139.33.

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

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

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

September 20, 2021 – City Council

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

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

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

October 3, 2022 – City Council

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

**FISCAL IMPACT:**

Budgeted Y/N: Y

Fund Name: 4A Bond Fund

Full Account #s: 4403101-70020

Amount: \$669,139.33

Project No: DV2303

**STAFF CONTACT:**

Errick Thompson. P.E., CFM®

Director of Public Works & Engineering

[ethompson@burlesontx.com](mailto:ethompson@burlesontx.com)

817-426-9610

# Lakewood Drive - Burying of Electric Lines

City Council

November 13, 2023





# RA Development, Ltd

Project Manager / Developer

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

Responsible for designing and constructing Lakewood Drive

Includes parkway and pedestrian lighting

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



Existing overhead electric  
lines

# Lakewood Drive

4-lane divided roadway

10-foot shared path within parkway on  
both sides

Existing overhead electric lines to be  
buried from CR 1016 to CR 1020

Parkway and pedestrian lighting  
proposed

CR 914 - Future Lakewood Drive

# Project Budget

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

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

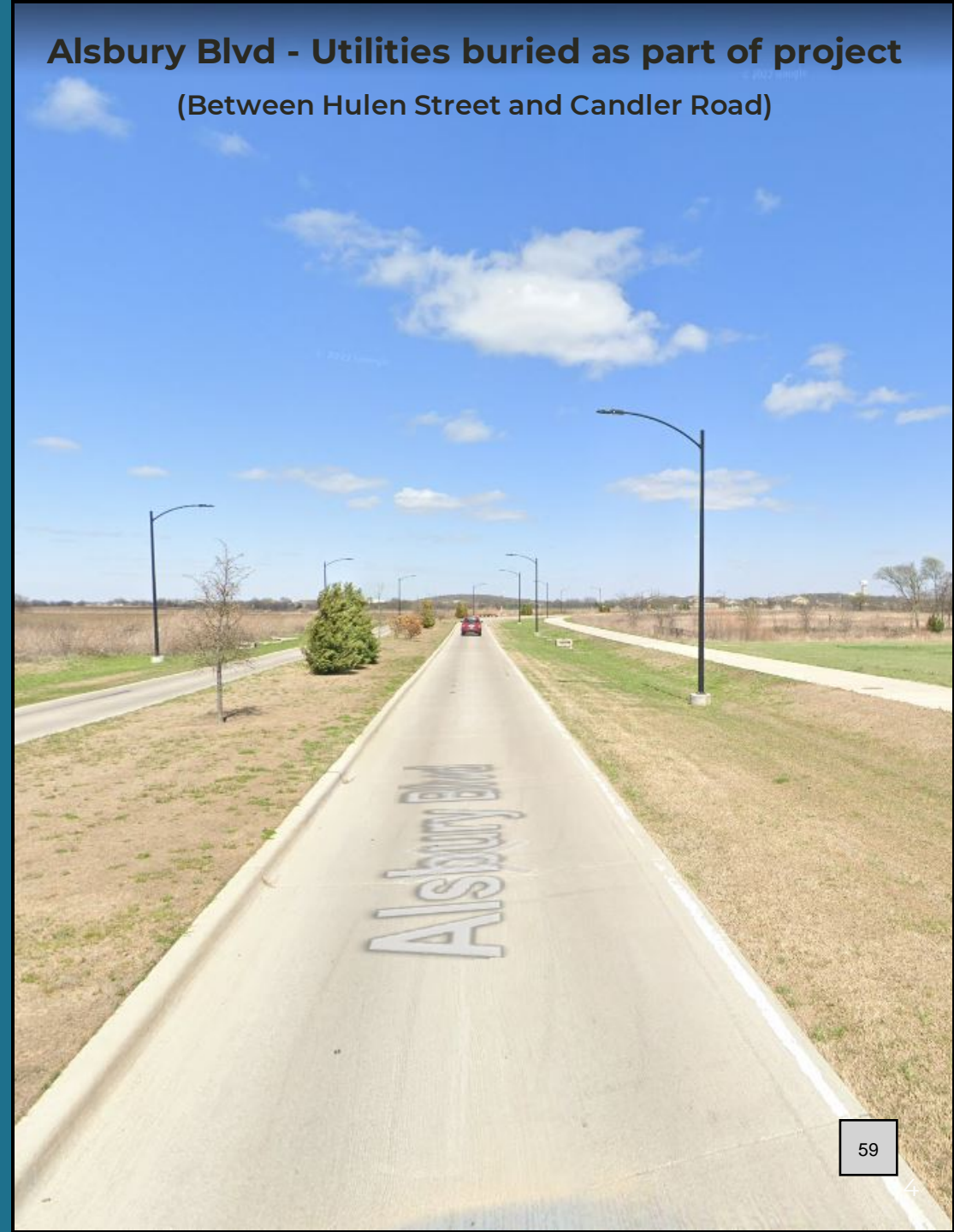
**\$3.5M - Street lighting & burial of overhead electric lines**

- Estimated burial - \$1.0M
- Estimated new parkway and pedestrian lighting - \$2.5M

\$2.5M - Landscaping parkways and medians

Alsbury Blvd - Utilities buried as part of project

(Between Hulen Street and Candler Road)





**Lakewood Drive - Utilities buried as part of project**  
(Between CR 1021 and SH 174)



# Proposed Improvements

UCS or their contractor will perform the work

Estimated construction time - 6 to 8 weeks

Electric lines required to be relocated / buried to allow for 4 lanes

**Total cost to bury overhead electric lines  
between CR 1016 and CR 1020 - \$669,139.33**

# OPTIONS

Recommended



Approve a minute order ratifying the 4A  
Economic Development Corporation  
Board's action



Deny a Approve a minute order ratifying  
the 4A Economic Development  
Corporation Board's action

**Burleson 4A Economic Development Corporation**  
**RESOLUTION 4A11132023ChisholmSummitLakewoodDr**

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

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

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

**WHEREAS**, the Developer is ready to contract with United Cooperative Services (“UCS”), the electric service provider for the area, for UCS to bury existing overhead electric utilities between County Road 1016 and County Road 1020 (the “Improvements”); and

**WHEREAS**, the Agreement requires that the City Council approve all construction costs for any roadway improvements prior to reimbursement; and

**WHEREAS**, the Developer submitted to the City and BEDC an estimated cost of construction from UCS for the Improvements in the amount of \$669,139.33 (the “Estimated Construction Costs”); and

**WHEREAS**, the BEDC finds that the construction of the Improvements in accordance with the Construction Costs will further the purposes and findings set forth in the Agreement; and

**WHEREAS**, the BEDC desires to authorize to the City Manager to review the actual receipts and invoices received from the Developer for costs actually incurred in the construction of the Improvements and to reimburse the Developer in accordance with the Agreement in an amount not to exceed the Estimated Construction Costs; and

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

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

## **Section 1**

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

## **Section 2**

The City Manager is authorized to reimburse the Developer for costs actually incurred in the construction of the Improvements and set forth in the Estimated Construction Costs. The reimbursement amount shall not exceed the Estimated Construction Costs. Since UCS is performing the construction work for the Improvements, the reimbursement shall be paid to Developer upon Developer providing proof of payment to UCS for the Improvements.

## **Section 3**

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

## **Section 4**

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

## **Section 5**

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

## **Section 6**

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

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

\_\_\_\_\_  
Dan McClendon, President  
Burleson 4A Economic Development Corporation

ATTEST:

\_\_\_\_\_  
Amanda Campos, Secretary  
Burleson 4A Economic Development Corporation

(Seal)

## **RESOLUTION**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS, APPROVING THE PLANNED IMPROVEMENTS AND ESTIMATED CONSTRUCTION COSTS FOR THE CONSTRUCTION OF ROAD IMPROVEMENTS PURSUANT TO AN EXISTING CHAPTER 380 AND ECONOMIC DEVELOPMENT AND PERFORMANCE AGREEMENT, AND AUTHORIZING THE CITY MANAGER TO REIMBURSE R.A. DEVELOPMENT, LTD. FOR SUCH COSTS ACTUALLY INCURRED AND IN ACCORDANCE WITH SAID AGREEMENT.**

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

**WHEREAS**, the City, R.A. Development, Ltd. (“Developer”), the Burleson 4A Economic Development Corporation (“BEDC”), and other parties entered into that certain Chapter 380 and Economic Development and Performance Agreement, for the development of Chisholm Summit and Hooper Business Park (CSO#1775-06-2021) (the “Agreement”); and

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

**WHEREAS**, the Developer is ready to contract with United Cooperative Services (“UCS”), the electric service provider for the area, for UCS to bury existing overhead electric utilities between County Road 1016 and County Road 1020 (the “Improvements”); and

**WHEREAS**, the Agreement requires that the City Council approve all construction costs for any roadway improvements prior to reimbursement; and

**WHEREAS**, the Developer submitted to the City an estimated cost of construction from UCS for the Improvements in the amount of \$669,139.33 (the “Estimated Construction Costs”); and

**WHEREAS**, the City Council finds that the construction of the Improvements in accordance with the Construction Costs will further the purposes and findings set forth in the Agreement; and

**WHEREAS**, the City Council desires to authorize to the City Manager to review the actual receipts and invoices received from the Developer for costs actually incurred in the construction of the Improvements and to reimburse the Developer in accordance with the Agreement in an amount not to exceed the Estimated Construction Costs; and

**WHEREAS**, the City Council, after review, desires to approve the Estimated Construction



Costs for the Improvements in accordance with the Agreement.

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

**Section 1**

The City Council hereby approves the Estimated Construction Costs for the Improvements in accordance with the Agreement.

**Section 2**

The City Manager is authorized to reimburse the Developer for costs actually incurred in the construction of the Improvements and set forth in the Estimated Construction Costs. The reimbursement amount shall not exceed the Estimated Construction Costs. Since UCS is performing the construction work for the Improvements, the reimbursement shall be paid to Developer upon Developer providing proof of payment to UCS for the Improvements.

**Section 3**

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

**Section 4**

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

**Section 5**

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

**Section 6**

This resolution shall become effective from and after its date of passage in accordance with law.

**PASSED AND SO RESOLVED** by the City Council of the City of Burleson, Texas, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.


\_\_\_\_\_  
Chris Fletcher, Mayor  
City of Burleson, Texas

ATTEST:

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
Amanda Campos, City Secretary

\_\_\_\_\_  
E. Allen Taylor, Jr., City Attorney

		INVOICE	
Mail ATTN: Accounting Department <b>PO BOX 290</b> <b>Stephenville, TX 76401</b>			
Or Call: Member Services Department at: 817.556.4000 or 254.965.3153		<b>Work Order Number:</b>	<b>1906974</b>
		<b>Date:</b>	<b>09/06/23</b>
		<b>Void After:</b>	<b>11/05/23</b>
<b>Attention:</b> <b>JUSTIN BOND</b> <b>236 EAST ELLISON STREET</b> <b>BURLESON, TX</b>		<b>Physical:</b> <b>LAKEWOOD DRIVE EXTENSION PT 2</b> <b>CHISHOLM SUMMIT</b> <b>COUNTY ROAD 914</b> <b>BURLESON, TX</b> <b>Email:</b> <b>justin@radev.biz</b>	
GL - Cash Type	Description of Services	Amount	
107.20 - 11	CONTRIBUTIONS IN AID OF CONSTRUCTION  <div>Account # - WORK ORDER</div>  <b>BURY OVERHEAD THREE PHASE LINE ALONG CR 914 BETWEEN CR 1016 AND CR 1020 AND EAST AND WEST OF THE INTERSECTION OF CR 914 AND CR 1016.</b> <b>PAYMENT MUST BE RECEIVED BEFORE CONSTRUCTION WILL COMMENCE.</b>  PLEASE DIRECT QUESTIONS TO: <div>Wes Burton 817.782.8316</div> <div>wes@ucs.net</div>		\$669,139.33
236.50 - 236	Sub-Total Taxes 8.25%		\$669,139.33 \$55,203.99
			\$724,343.32
<b>Please mail payments to the attention of:</b> Accounting Department - Paula Cupps or Karen Hall <b>PLEASE REFERENCE WO # ON PAYMENT AND RETURN A COPY OF INVOICE WITH PAYMENT</b>			

***THE TERMS OF THIS INVOICE ARE VALID FOR SIXTY (60) DAYS FROM THE INVOICE DATE***

## City Council Regular Meeting

**DEPARTMENT:** Finance Department  
**FROM:** John Butkus, Finance Director  
**MEETING:** November 13, 2023

### SUBJECT:

Consider approval of a minute order ratifying resolution 4B111323ParksRecreation Capital, requesting the City Council pass an intention to reimburse resolution that includes an amount not to exceed \$2,833,601 related to the design, construction and improvements for Parks and Recreation capital projects. (Staff Presenter: John Butkus, Finance Director)

### SUMMARY:

On September 11, 2023, Council approved the final reading of the City's FY23-24 budget and capital improvement plan. On September 18, 2023, Council approved a revised Parks and Recreation capital plan. This reimbursement resolution will give the City the ability to begin incurring capital expenditures with the intent to reimburse the cost incurred with proceeds from bond debt to be issued at a future date. The relevant section of the capital improvement plan is as follows:

4B PROJECTS		FY24	Reimbursement Resolution
Project #	Project Desc.	Budget	Requested Amount
TBD	BAILY LAKE DREDGING	105,000	-
TBD	CEDAR RIDGE	294,000	-
TBD	MEADCREST	420,000	-
TBD	OAK VALLEY NOTRTH RESTROOM	157,500	-
PK2302	CHILSOLM HALL FIELD TURF (4) FIELDS	2,231,250	2,231,250
TBD	OAK VALLEY SOUTH PARKING TRAILHEAD	567,000	-
PK2301	PARK MONUMENT SIGN YEAR 2	68,250	68,250
PK2304	BRICK ENTRY WAY	534,101	534,101
TBD	BRICK INDOOR POOL SAND FILTER	170,888	-
TBD	BRICK RE PLASTER INDOOR POOL	330,750	-
TBD	DESERT AIR SYSTEM	1,653,750	-
PK2303	HVAC REPLACEMENT	3,031,875	-
TBD	GOLF - T AND WAY FINDING SIGNAGE	26,250	-
TBD	RANGE SIDE 9 IMPROVEMENTS	47,250	-
TBD	FLOATING INTAKE PIPE REPLACEMENT	17,588	-
TBD	SYSTEM WIDE MASTER PLAN	105,000	-
<b>Totals</b>		<b>\$ 9,760,451</b>	<b>\$ 2,833,601</b>



**OPTIONS:**

- 1) Approve resolution
- 2) Approve resolution with changes
- 3) Deny resolution

**RECOMMENDATION:**

Staff recommendations approval of the resolution

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

October 3, 2022 City Council approved a minute order ratifying the Burleson Community Services Development Corporation Board's action requesting a reimbursement resolution that included an amount not to exceed \$14,915,000 for capital projects related to Parks and Recreation projects.

September 11, 2023 Council approved the final reading of the City's FY2023-24 annual budget with the five-year capital plan.

September 18, 2023 Council approved the revised Parks and Recreation capital improvement plan.

**FISCAL IMPACT:**

N/A

**STAFF CONTACT:**

John Butkus  
Finance Director  
[jbutkus@burlesontx.com](mailto:jbutkus@burlesontx.com)  
817-426-9627



# 4B Community Service Development Corporation Reimbursement Resolution

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*PRESENTED TO THE 4B BOARD OF DIRECTORS*

*NOVEMBER 13, 2023*



# Reimbursement Resolution

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- Provides project funding prior to issuing the bonds
- City anticipates issuing bonds during August 2024
- The resolution is not an authorization to issue bonds

# Use of the Resolution

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- Council approved the FY23/24 Budget and capital improvement plan on September 11, 2023
- Council approved a revised five-year Parks and Recreation capital plan on September 18, 2023
- The approved budget included the City's capital improvement program for Parks and Recreation. A balance of \$7,444,654 from the \$14,915,000 October 3, 2022 Council approved reimbursement resolution remains
- The requested reimbursement resolution amount of \$2,833,601 will provide the additional authority required for the FY23/24 Parks and Recreation projects
- The capital cost will be reimbursed for project expenses incurred or obligated through August 31, 2024



# 4B Capital Improvement Plan

4B PROJECTS		FY24	Reimbursement Resolution	FY24	FY24	FY24				
Project #	Project Desc.	Budget	Requested Amount	Quarter	Land/Row	Quarter	Design/Eng	Quarter	Construction	Total
TBD	BAILY LAKE DREDGING	105,000	-							-
TBD	CEDAR RIDGE	294,000	-							-
TBD	MEADCREST	420,000	-							-
TBD	OAK VALLEY NOTRTH RESTROOM	157,500	-							-
PK2302	CHILSOLM HALL FIELD TURF (4) FIELDS	2,231,250	2,231,250					3	2,231,250	2,231,250
TBD	OAK VALLEY SOUTH PARKING TRAILHEAD	567,000	-							-
PK2301	PARK MONUMENT SIGN YEAR 2	68,250	68,250					2	68,250	68,250
PK2304	BRICK ENTRY WAY	534,101	534,101			2	18,693	4	515,408	534,101
TBD	BRICK INDOOR POOL SAND FILTER	170,888	-							-
TBD	BRICK RE PLASTER INDOOR POOL	330,750	-							-
TBD	DESERT AIR SYSTEM	1,653,750	-							-
PK2303	HVAC REPLACEMENT	3,031,875	-							-
TBD	GOLF - T AND WAY FINDING SIGNAGE	26,250	-							-
TBD	RANGE SIDE 9 IMPROVEMENTS	47,250	-							-
TBD	FLOATING INTAKE PIPE REPLACEMENT	17,588	-							-
TBD	SYSTEM WIDE MASTER PLAN	105,000	-							-
Totals		\$ 9,760,451	\$ 2,833,601		\$ -		\$ 18,693		\$ 2,814,908	\$ 2,833,601

# Options

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- Approve the resolution
- Approve the resolution with changes
- Deny the resolution



# QUESTIONS/COMMENTS

Burleson Community Service Development Corporation  
**Resolution 4B111323ParksRecreationCapital**

**WHEREAS**, the Burleson Community Service Development Corporation, known as the "Type B Corporation", incorporated and certified in June 1993 under the authorization of the Development Corporation Act of 1979; and

**WHEREAS**, the City Council of the City of Burleson, Texas (the "City") approved a parks and recreation capital improvement plan on September 11, 2023 (the "Parks CIP Plan"); and

**WHEREAS**, the City Council of the City of Burleson, Texas ("City") revised a parks and recreation capital improvement plan on September 18, 2023

**WHEREAS**, the Type B Corporation desires that the City obtain the ability to incur capital expenditure costs on projects that includes the City's parks and recreational facilities (including related drainage and utility relocation) with the intent to reimburse the costs incurred with proceeds from City bond debt to be issued at a future date in an amount not to exceed \$2,833,601.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF THE BURLESON COMMUNITY SERVICE DEVELOPMENT CORPORATION THAT:**

**Section 1**

The Type B Corporation requests that the City Council pass a reimbursement resolution that includes \$2,833,601 of reimbursements for the construction, equipment, and improvement of City parks and recreational facilities (including related drainage and utility relocation).

**Section 2**

The Type B Corporation respectfully requests that the City Council ratify this resolution. Accordingly, this resolution shall take effect immediately after such ratification.

**Section 3**

The Secretary of the Type B Corporation is hereby directed to publish notice of this action following ratification by City Council as required by law.

Passed and approved and **SO RESOLVED** this\_\_ day of\_\_\_\_\_, 2023.

Signed:

Attest:

\_\_\_\_\_  
President of Type B Corporation

\_\_\_\_\_  
Secretary of the Type B Corporation



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## City Council Regular Meeting

**DEPARTMENT:** City Manager's Office

**FROM:** Justin Scharnhorst, Assistant to the City Manager

**MEETING:** November 13, 2023

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**SUBJECT:**

Consider approval of a minute order ratifying 4B11132023FarmLeaseBleeker a five-year farm lease with Charles Bleeker for approximately 11.74 acres located in the H.G. Catlett Survey Abstract No. 177 off S.W. Alsbury Boulevard. (*Staff Contact: Justin Scharnhorst, Assistant to the City Manager*)

**SUMMARY:**

At the October 2<sup>nd</sup> meeting, City Council authorized a farm lease with Jody Land for the property located at 2140 & 2250 SW Alsbury. Given the City 4B Community Development Corporation purchased an additional tract of land that also is currently being farmed, it was appropriate to secure a formal lease. Those tracts of land that were recently purchased, if approved, will be under five year leases.

Mr. Bleeker will be expected to maintain the property in good working order. The lease term is five years and can be terminated with 180 days' written notice.

**OPTIONS:**

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

**RECOMMENDATION:**

N/A

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

N/A

**FISCAL IMPACT:**

The cost of the lease is \$50.00 per year.

**STAFF CONTACT:**

Name: Justin Scharnhorst

Title: Assistant to the City Manager

[jscharnhorst@burlesontx.com](mailto:jscharnhorst@burlesontx.com)

817-426-9646





# Farm Lease

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November 13, 2023

# Summary of Lease

- In the proposed farm agreement, the city would lease approximately 12 acres to Mr. Charles Bleeker. The 12 acres is near the intersection of Alsbury Blvd and Hulen St, and outlined below:



- Mr. Bleeker has maintained the property prior to the city acquiring the land.
- At the October 2nd meeting, Council authorized a lease for the property that is adjacent to the subject property.
- During that time it was discussed formalizing a lease on the property discussed tonight.

# Summary of Lease Continued

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- The annual rent due to the city under the lease is fifty dollars.
- City staff believes the lease benefits the city by reducing the mowing and maintenance costs associated with the property.
- The term of the lease is five years, but either party may cancel the lease at any time with 180 days' notice.
- Mr. Bleeker will use the property for cutting and bailing hay that will be used for livestock consumption.
- Mr. Bleeker may apply annual herbicide to the property to improve soil conditions, but must comply with all federal, state and local laws/ordinances.



# Staff Recommendation

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- Approve a farm lease with Mr. Charles Bleeker for the approximate 12-acre property located near the intersection of Alsbury Blvd and Hulen St.
- Deny a farm lease with Mr. Charles Bleeker.

## FARM LEASE

THE STATE OF TEXAS       §  
COUNTY OF JOHNSON       §

THIS FARM LEASE (the "Lease") is made and entered into by and between the City of Burleson, Texas, a home rule municipal corporation located in Johnson and Tarrant County, and Burleson Community Services Corporation, together hereinafter referred to as "Lessor", and Charles Bleeker, an individual, hereinafter referred to as "Lessee." In consideration of the rent and the covenants herein contained on the part of Lessee to be kept and performed, the Lessor does hereby lease, demise and let unto the Lessee, and the Lessee hires and rents the SURFACE ONLY, excluding the minerals, of approximately 11.74 acres, more or less, situated in Johnson County, Texas, as depicted in "A" (the "Premises"), subject to the following terms and conditions:

### ARTICLE 1: TERM OF LEASE

The total term of this Lease shall be one day less than five (5) years, commencing on the 14<sup>th</sup> day of November, 2023 (the "Commencement Date") and terminating on the 30th day of September, 2024 (the "Termination Date"), unless sooner terminated in accordance with this Lease. The five (5) separate lease periods that make up the total term of this Lease are as follows:

First Lease Period:	November 14, 2023, to September 30, 2024
Second Lease Period:	October 1, 2024, to September 30, 2025
Third Lease Period:	October 1, 2025, to September 30, 2026
Fourth Lease Period:	October 1, 2026, to September 30, 2027
Fifth Lease Period:	October 1, 2027, to September 30, 2028

### ARTICLE 2: RENT; PAYMENT OF RENT

Lessor agrees to lease the Premises to Lessee for and in consideration of Lessee's maintaining the property and Lessee's compliance with the provisions established in this Lease Agreement. In addition to the above consideration, Lessee agrees to pay Lessor \$50.00 in rent for each lease period. Lessee shall pay Lessor rent within thirty (30) days of October 1st each year. All rental payments must be made payable to City of Burleson and be hand delivered or mailed to the City of Burleson, Attn: Finance, 141 W Renfro St, Burleson, Texas 76028.

### ARTICLE 3: TAXES

Lessee agrees to pay any taxes levied against the crops and personal property and fixtures of Lessee in and about the Premises and any ad valorem taxes assessed against the Premises. If any taxes of Lessee are levied against Lessor or Lessor's property and Lessor pays those taxes, Lessee, on demand, shall reimburse Lessor for all taxes actually paid on Lessee's behalf.

### ARTICLE 4: SUBORDINATION

This Lease and all rights of Lessee under it are and shall be subject to and subordinate to the rights of any debt holder now or hereafter having a security interest in the Premises or any other encumbrances Lessor desires to place on the property.

### ARTICLE 5: USE OF PREMISES

Lessee shall use the Premises solely for the purpose of planting, raising and harvesting crops, together with all other purposes and activities usually and customarily associated with a farming operation in Johnson County, Texas. Lessee agrees to not use the Premises for any purpose other than for planting, raising and harvesting crops or to alter the Premises, including clearing new roads, moving or erecting any fences, or locating on the Premises any type of permanent or temporary improvement without Lessor's prior written consent. Lessee further agrees to not hunt or fish the Premises or allow anyone else to do so. Lessee hereby acknowledges and understands that Lessor may lease property adjoining the Premises for agricultural or other purposes and that Lessee shall only have farming rights to the Premises and shall not have any rights to farm or use such adjoining acreage.

Notwithstanding the above, Lessee may plant wheat, Sudan, or Hybrid Grass, or farm native Bermuda grass. Other applications or crops outside of above must be approved by the City in writing on a case by case basis. Lessee shall keep the property mowed and cleaned up, and the land of bushes and trees in the open areas of the field. Lessee from time to time, at its discretion apply liquid or granular fertilizer and herbicide to improve the quality of the crop. Applications shall be consistent in variation to Super Nitro 28-0-0 for fertilizer and 2,4-D Amine 4 Herbicide. Other applications outside of the above must be approved by the City in writing prior to application. Lessee shall maintain communication with the adjacent landowner at 2410 SW Hulen Street, informing the homeowner tentative schedules for maintaining and improving the property.

#### ARTICLE 6: UTILITIES

Lessee shall pay or cause to be paid all charges for any water, electricity and any other utilities used on the Premises throughout the term of this Lease, including any costs of installation and connection fees.

#### ARTICLE 7: LESSEE'S COVENANTS

Lessee further covenants and agrees as follows:

- A. To pay and provide the Rent for this Lease, as it is set out herein; to use the Premises in a careful and proper manner for the use specifically described herein; to commit or permit no waste or damages to the Premises; to conduct or permit no business or act that is a nuisance or may be in violation of any federal, state, or local law or ordinance; only use the Premises in such a prudent manner so as to preserve and protect the land and soil; to surrender the Premises on expiration or termination of this Lease in at least as good of a condition as the Premises was in on the date prior to Lessee's occupation of the Premises; cultivate the Premises in a timely, thorough, and farmer-like manner, employing the best methods of farming customarily practiced on like crops in the area and keep, repair and maintain all existing fencing, if any, during the term of this Lease.
- B. Lessee assumes the risk of loss on all property and all improvements, including any crops, which are situated on the Premises. Lessee agrees to maintain at all times during this Lease, the insurance described herein below.
- C. Upon termination of this Lease, Lessee agrees that all improvements situated on the Premises, whether such improvements were situated on the Premises prior to this Lease or placed on the Premises during this Lease, shall become the property of Lessor, or, at the option of the Lessor, Lessee, at Lessee's sole expense, shall remove all improvements and debris and restore the surface of the Premises to its original condition provided that Lessee placed such improvements on the Premises during the term of this Lease.
- D. To permit Lessor to enter, inspect, and make such repairs to the Premises as Lessor may



reasonably desire or show the Premises to prospective purchasers and tenants, at all reasonable times.

- E. Lessee agrees that it is solely responsible for making all alterations, additions, or improvements necessary to the Premises to cause the Premises and its intended use to be in compliance with any laws, rules, ordinances, development codes or regulations of any applicable governmental authority, entity, or body, including, without limitation, the Federal Government, the City of Burleson, the County of Johnson, and the State of Texas and the rules and regulations of the United States Department of Agriculture and the Texas Agriculture Commissioner. The allocation of responsibility to Lessee for compliance with said laws, rules, ordinances, development codes or regulations is a material inducement for the parties to enter into this Lease. The costs incurred in causing the Premises and its intended use to be in compliance with said laws, rules, ordinances, development codes or regulations shall be solely borne by Lessee.
- F. Keep all gates on the Premises, if any, closed and locked, ingress to and egress from the Premises being at those places designated by Lessor and provide Lessor with all keys and/or combinations to each gate locking mechanism used by Lessee on the Premises.
- G. In the event this Lease is terminated early by Lessor, whether such termination is for cause or convenience, Lessee shall pay Lessor any and all rents and amounts, on a pro-rata basis, which were incurred and due prior to or as of the date this Lease is terminated. If Lessee has paid any portion of the annual rental amount in advance, Lessor shall return to Lessee, on a pro-rata basis, the proportion of rents that have been prepaid for any unused portion of a lease period.

#### ARTICLE 8: LESSOR'S COVENANTS

Lessor covenants and agrees to warrant and defend Lessee in the enjoyment and peaceful use and operation of the Premises during the term of this Lease, subject to the termination rights set forth herein.

#### ARTICLE 9: INDEMNIFICATION & INSURANCE

- A. **INDEMNIFICATION OF LESSOR: LESSOR SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM ANY USE OF THE PREMISES OR ANY NEARBY PREMISES USED BY LESSEE OR ANY PART THEREOF; OR CAUSED BY ANY DEFECT IN ANY BUILDING, STRUCTURE OR OTHER IMPROVEMENT THEREON; OR IN ANY EQUIPMENT OR OTHER FACILITY THEREIN; OR CAUSED BY OR ARISING FROM ANY ACT OR OMISSION OF LESSEE, OR OF ANY OF LESSEE'S AGENTS, EMPLOYEES, LICENSEES, OR INVITEES, OR BY OR FROM ANY ACCIDENT ON THE LAND OR ANY SURROUNDING PREMISES OR ANY FIRE OR OTHER CASUALTY THEREON, OR OCCASIONED BY THE FAILURE OF LESSEE TO MAINTAIN THE PREMISES IN SAFE CONDITION, OR ARISING FROM ANY OTHER CAUSE WHATSOEVER; AND LESSEE HEREBY WAIVES ON ITS BEHALF ALL CLAIMS AND DEMANDS AGAINST LESSOR FOR ANY SUCH LOSS, DAMAGE, OR INJURY OF LESSEE OR OF LESSEE'S AGENTS, EMPLOYEES, LICENSEES, OR INVITEES, AND HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD LESSOR ENTIRELY FREE AND HARMLESS FROM ALL LIABILITY FOR ANY SUCH LOSS, DAMAGE, OR INJURY OF OTHER PERSONS, AND FROM ALL COSTS AND EXPENSES ARISING THEREFROM. THE TERMS OF THIS INDEMNITY PROVISION SHALL SURVIVE ANY TERMINATION OF THIS LEASE.**
- B. Insurance: In order to insure the fulfillment of the above referenced indemnity provision,

Lessee hereby agrees to maintain, at all times during the Term of this Lease, at Lessee's sole cost, a comprehensive public liability insurance policy protecting Lessor against all claims or demands that may arise or be claimed on account of Lessee's use of the Premises, in an amount of at least \$1,000,000.00, per occurrence of accident and/or injury, for injuries to persons and damages to real and/or personal property. Said insurance shall be written by a company or companies acceptable to Lessor, authorized to engage in the business of general liability insurance in the state of Texas, and name Lessor as an additional insured. Furthermore, said insurance shall be primary as to any other existing, valid, and collectible insurance. Lessee shall deliver to Lessor annual certificates demonstrating that said insurance is paid up and copies of the insurance policies issued by the insurance companies. Lessee further agrees to maintain at all times during the Term of this Lease, at Lessee's cost, broad coverage fire and casualty insurance on its property and to provide Lessor with a copy of the policy and a certificate issued by the insurance company demonstrating that insurance is paid up. Lessee shall, within ten (10) calendar days from the execution of this Lease, obtain a certified statement by each insurance carrier containing a clause providing that the insurance carrier will give Lessor 30 days' written notice before any cancellation shall be effective. The insurance policies shall be provided by Lessee and shall be for a period of at least one year.

#### ARTICLE 10: DEFAULTS BY LESSEE

In addition to the remedies specifically set forth herein and those available at law or in equity, if Lessee fails to perform or breaches any term, condition or covenant set forth in this Lease, and this failure or breach continues for thirty (30) calendar days after a written notice specifying the required performance has been given to Lessee, Lessee shall be in default and Lessor may:

1. enforce specific performance causing Lessee to strictly comply with and perform such term, condition or covenant; or
2. may, but not be obligated to do so, enter the Premises and perform Lessee's obligations for the account of and at the expense of Lessee. Bills for all amounts paid by Lessor and all losses, costs, and expenses incurred by Lessor in connection with such performance by Lessor pursuant to this clause, including without limitation, all amounts paid and costs and expenses incurred by Lessor for any property, material, labor or services provided, furnished, or rendered or caused to be provided, furnished or rendered by Lessor to Lessee may be sent by Lessor to Lessee monthly or immediately, at Lessor's option, and shall be due and payable by Lessee to Lessor as additional rent within five (5) calendar days after same is sent to Lessee by Lessor; or
3. terminate this Lease, without liability, by written notice to Lessee, in which event, the Lease hereby created shall terminate on the thirty (30th) day after such notice is given (the "Termination Date") and Lessee shall within such thirty (30th) day period vacate the Premises and surrender them to Lessor in the state required under this Lease, with Lessor having the right to reenter and repossess the Premises discharged of this Lease and to expel all occupants and to remove all property therefrom.

Upon the occurrence of any default, Lessor may enter and take possession of the Premises by self-help, by picking or changing locks if necessary, and may lock out Lessee or any other person who may be occupying the Premises, until the default is cured, without being liable for damages.

#### ARTICLE 11: DEFAULTS BY LESSOR

Defaults by Lessor are failing, within thirty (30) calendar days after receiving written notice from

Lessee, to comply with any term, condition or covenant set forth in this Lease. In the event that Lessor fails to cure its default within the said thirty (30) calendar days, Lessee may, as Lessee's sole remedy, terminate this Lease.

#### ARTICLE 12: VOLUNTARY TERMINATION

Lessor or Lessee may terminate this Lease, without cause or liability, upon giving one-hundred eighty (180) calendar days written notice to the other party. Upon the termination of this Lease, Lessee will surrender the Premises peaceably to the Lessor and pay Lessor all rental amounts and any other amounts that may be due hereunder as of the date of termination. In the event that Lessor exercises its right to terminate this Lease pursuant to this provision, Lessor shall be obligated to reimburse Lessee, on a pro-rata basis, the proportion of rents, if any, that have been prepaid for any unused portion of a lease period.

#### ARTICLE 13: INSOLVENCY, BANKRUPTCY, ETC., OF LESSEE

If Lessee is declared insolvent or adjudicated a bankrupt; if Lessee makes an assignment for the benefit of creditors; or if a receiver is appointed for Lessee, Lessor, without prejudice to its rights hereunder and at its option, may terminate this Lease and retake possession of the premises immediately and without notice to Lessee or any assignee, transferee, trustee, or any other person or persons, using force if necessary.

#### ARTICLE 14: LESSOR TO HAVE LIEN

Lessor will have a lien against all goods, equipment and other personal property of Lessee brought, stored, or kept on the Premises during the term of this Lease, in the aggregate amount of all rent, consideration, damages, and other sums that may at any time be owed by Lessee to Lessor under this Lease. In the event of any default by Lessee, Lessor may foreclose the lien in the same manner that a mortgage would be foreclosed.

#### ARTICLE 15: RIGHT TO SELL

It is understood and agreed that Lessor shall have the right to sell or assign its right, title and interest in the Premises, in whole or in part, at any time during the term of this Lease. If during the term of this Lease, the Premises are sold by Lessor to a third party, this Lease shall terminate. Not later than one hundred eighty (180) calendar days from the date in which Lessor gives Lessee notice that the Premises has been sold, Lessee shall vacate the Premises. Notwithstanding the above, Lessor may transfer its interest in the Premises between the two entities comprising the Lessor without triggering the termination specified in this Article.

#### ARTICLE 16: ELECTION BY LESSOR NOT EXCLUSIVE

The exercise by Lessor of any right or remedy to collect rent or enforce its rights under this Lease will not be a waiver or preclude the exercise of any other right or remedy afforded Lessor by this Lease or by statute or law. The failure of Lessor in one or more instances to insist on strict performance or observations of one or more of the covenants or conditions of this Lease or to exercise any remedy, privilege, or option conferred by this Lease on or reserved to Lessor shall not operate or be construed as a relinquishment or future waiver of the covenant or condition or the right to enforce it or to exercise that remedy, privilege, or option; that right shall continue in full force and effect. The receipt by Lessor of rent or any other payment or part of payment required to be made by Lessee shall not act to waive any other additional consideration, rent or



payment then due. Even with the knowledge of the breach of any covenant or condition of this Lease, receipt will not operate as or be deemed to be a waiver of this breach, and no waiver by Lessor of any of the provisions of this Lease, or any of Lessor's rights, remedies, privileges, or options under this Lease, will be deemed to have been made unless made by Lessor in writing.

#### ARTICLE 17: LIMITATIONS OF WARRANTIES

**LESSEE ACKNOWLEDGES AND AGREES THAT, OTHER THAN AS MAY BE SPECIFICALLY SET FORTH HEREIN, LESSOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE NATURE, QUALITY OR CONDITION OF THE PREMISES, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE PREMISES, (C) THE SUITABILITY OF THE PREMISES FOR ANY AND ALL ACTIVITIES AND USES WHICH LESSEE MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE PREMISES OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, INCLUDING, WITHOUT LIMITATION, THE AMERICANS WITH DISABILITIES ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, AND THE TEXAS ARCHITECTURAL BARRIERS ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, (E) THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PREMISES, OR (F) ANY OTHER MATTER WITH RESPECT TO THE PREMISES, AND SPECIFICALLY THAT LESSOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING SOLID WASTE, AS DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261, OR THE DISPOSAL OR EXISTENCE, IN OR ON THE PREMISES, OF ANY HAZARDOUS SUBSTANCE, AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, AND APPLICABLE STATE LAWS, AND REGULATIONS PROMULGATED THEREUNDER. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PREMISES, LESSEE IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PREMISES AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY LESSOR. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE PREMISES WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT LESSOR HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT THE USE AND OPERATION OF THE PREMISES AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS, WHERE IS" CONDITION AND BASIS WITH ALL FAULTS". LESSEE ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THIS PARAGRAPH WERE A MATERIAL FACTOR IN THE DETERMINATION OF THE AMOUNT OF THE RENT OF THE PREMISES. THE TERMS OF THIS PARAGRAPH WILL SURVIVE ANY TERMINATION OF THIS LEASE.**

#### ARTICLE 18: CONDEMNATION

If during the term of this Lease, all of the premises are taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right or eminent domain, or are sold to the condemning authority under threat of condemnation, this Lease will terminate, effective as

of the date the condemning authority takes the premises. If only a part of the premises shall be so taken or sold, but the remainder of the premises is not capable of being used for the purposes set forth herein, Lessor may terminate this Lease, without liability, at any time within forty-five (45) calendar days following such taking or sale. Any and all payments made for or arising from any such taking or for damages to the premises resulting therefrom shall belong and be payable entirely to Lessor.

#### ARTICLE 19: MISCELLANEOUS PROVISIONS

- A. Gender, Number and Headings. Words of any gender used in this Lease shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Lease. The captions and paragraphs or letters appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of the sections or articles of this Lease or affect this Lease in any way.
- B. Place of Performance. This Lease shall be interpreted according to the laws of the State of Texas and shall be performed in Johnson County, Texas, and exclusive jurisdiction and venue shall lie in Johnson County, Texas.
- C. Terms Inclusive. As used herein, the terms "Lessor" and "Lessee" include the plural whenever the context requires or admits.
- D. Severability. If any provision of this Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Lease will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Lease is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Lease and be deemed to be validated and enforceable.
- E. Governmental Immunity. Nothing in this Lease shall be deemed to waive, modify or amend any legal defense or damage caps available at law or in equity to Lessor nor to create any legal rights or claim on behalf of any third party. Lessor does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.
- F. No Assignment or Lease by Lessee. Lessee may not sell or assign any interest granted herein or lease the Premises or any portion of the same or any portion of any improvement erected on said premises at any time without the prior written authorization and approval of Lessor.
- G. No Indemnification by Lessor. Lessee acknowledges and agrees that Lessor, as a Texas Lessor and a political subdivision of the State of Texas, under the Constitution and the laws of the State of Texas, cannot enter into an agreement whereby it agrees to indemnify or hold harmless any other party, including but not limited to Lessee; therefore, all references of any kind, if any, to Lessor indemnifying, holding or saving harmless any other party, including but not limited to Lessee, for any reason whatsoever are hereby deemed void and deleted.
- H. Notices. Any notice to be given hereunder shall be in writing and may be affected by personal delivery or in writing by certified mail, return receipt requested, addressed to the proper party, at the following address:

LESSOR: City of Burleson, Attn: City Manager, 141 W Renfro St, Burleson, TX 76028

LESSEE: Charles Bleeker, 908 CR 914, Burleson, TX 76028

- I. Compliance with All Statutes and Regulations. Lessee, at its expense, shall ensure compliance with any and all State, Federal, City and Lessor (and any other such regulatory body as may exercise jurisdiction over Lessee and/or the Premises) laws, ordinances, regulations, or rules regarding the erection or installment of any improvements and all permitted activities upon the Premises.
- J. Day. Unless otherwise specifically set forth in this Lease, a reference to a "day" shall mean a calendar day and not a business day.
- K. Entire Agreement. This Lease and its addenda, if any, sets forth all the promises, agreements, conditions, and understandings between Lessor and Lessee relative to the Premises and supersedes any prior understandings or written or oral agreements between the parties with respect to the to the Premises. There are no other promises, agreements, conditions, or understandings, either oral or written, between them. No subsequent alteration, amendment, change, or addition to this Lease will be binding on Lessor or Lessee unless in writing and signed by them and made a part of this Lease by direct reference.

EXECUTED to be effective this 13<sup>th</sup> day of November, 2023.

LESSOR:

CITY OF BURLESON

By: \_\_\_\_\_  
Printed Name: Tommy Ludwig  
Title: City Manager

BURLESON COMMUNITY SERVICES CORPORATION

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: President

LESSEE:

By: Charles Bleeker  
Printed Name: Charles Bleeker



Exhibit "A"  
The Premises



# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

## OFFICE USE ONLY CERTIFICATION OF FILING

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

Charles Bleeker  
BURLESON, TX United States

Certificate Number:  
2023-1085231

Date Filed:  
10/19/2023

Date Acknowledged:

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

City of Burleson

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

1212  
12 acres open space farm lease

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



### 6 UNSWORN DECLARATION

My name is Charles Bleeker, and my date of birth is [REDACTED].

My address is 908 CR 914 (street), Burleson (city), TX (state), 76028 (zip code), Texas (country).

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

Executed in Texas County, State of Texas, on the 19 day of Oct, 2023.  
(month) (year)

Charles Bleeker  
Signature of authorized agent of contracting business entity  
(Declarant)

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## City Council Regular Meeting

**DEPARTMENT:** Economic Development

**FROM:** Alex Philips, Economic Development Director

**MEETING:** November 13, 2023

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**SUBJECT:**

Consider approval of a minute order ratifying 4B11132023Razzoo's 1st amendment and approval of an amendment to the Chapter 380 Economic Development and Performance Agreement (CSO#1754-05-2021) between the City of Burleson, Burleson Community Service Development Corporation, and Razzoo's, Inc. (*Staff Contact: Alex Philips, Economic Development Director*)

**SUMMARY:**

On May 17, 2021, the Burleson Community Service Development Corporation, and the City Council approved a Chapter 380 Agreement with Razzoo's, INC. for a restaurant at 135 W. Ellison. The chapter 380 agreement with Razzoo's, Inc., The City of Burleson and the Burleson Community Service Development Corporation, and includes the following performance measures for Razzoo's:

- Enter into a commercial lease agreement at the property by February 28, 2023.
- Construct a restaurant of at least 6,000 square feet and make a Capital Investment of no less than SEVEN HUNDRED-FIFTY THOUSAND AND NO/100 DOLLARS (\$750,000) by March 31, 2023.
- Razzoo's shall routinely and regularly use the patio portions of the Development as part of the Restaurant as depicted in the Concept Plan.
- Opening Date for the Restaurant no later than March 31, 2023.

The City would offer a program grant within the chapter 380 agreement as detailed below:

- The maximum Grant Payments cumulatively available to Razzoo's over the term of this Agreement shall not exceed Five Hundred Thousand Dollars (\$500,000).
- The City shall make Grant Payments to Razzoo's in annual installments equal to one hundred percent (100%) of Available Sales Taxes received by the City for the prior calendar year of the restaurant's operation.



- The Grants Payments shall cease upon the earlier of:
  - The date upon which the Grant Payment is paid for the twelve (12) month period following the date Razzoo's received a certificate of occupancy; or
  - The date upon which the Grant Payment Cap has been reached.

**Right-of-way use agreement for to-go parking:**

The parties shall work in good faith together to select, execute, and implement a right-of-way use agreement at a future date that will allow Razzoo's to utilize no more than three (3) parking spaces off of Wilson street for to-go orders from the Restaurant if the Restaurant is developed to have a to-go entrance that is separate and distinct from the main entrance to the Restaurant, subject to terms and conditions of use agreed to by the City. Nothing herein shall be construed as the City granting Razzoo's any right to use the right-of-way, but only as a duty for the parties to negotiate towards such purpose at a future date in good faith.

Razzoo's has completed all of their performance measures within the agreement, with the exception of their opening date. The agreement required Razzoo's to open by March 31, 2023. Due to supply chain disruptions and construction delays, Razzoo's opened on August 16, 2023. During that time, staff worked with Razzoo's to help facilitate City processes in the timeliest manner possible. Staff recommends amending the opening date performance measure to ensure compliance to the agreement. The amendment proposed changes the opening date performance measure to September 1, 2023.

**OPTIONS:**

- 1) Approve
- 2) Deny

**RECOMMENDATION:**

Staff recommends approval

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

N/A

**FISCAL IMPACT:**

Explain fiscal impact if any

**STAFF CONTACT:**

Alex Philips  
Economic Development Director  
[aphilps@burlesontx.com](mailto:aphilps@burlesontx.com)  
817-426-9613



# Economic Development

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## Razzoo's 380 Amendment

# Razzoo's Ch. 380 Agreement

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- Approved by the Burleson Community Service Development Corporation, and the City of Burleson on May 17, 2021
- Incentive agreement was part of a broader development agreement with BTX Old Town, LLC to construct seven buildings along Ellison Street adjacent to the Mayor Vera Calvin Plaza in response to RFP-012-2019 that was approved on December 14, 2020





# Razzoo's Obligations

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- Complete the lease on the Property by February 28, 2023.
- Complete construction of the Development no later than March 31, 2023, with an approximate Capital Investment of no less than \$750,000 Dollars.
- Opening Date for the Restaurant no later than March 31, 2023
- Patio to be constructed as depicted on the Site Plan



# City of Burleson Obligations

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## Sales Tax Rebate

- Sales Tax Rebate would include the General Fund portion (1%) and the Burleson Community Service Development Corporation portion – 4B (1/2%)
- Sales Tax Rebate would be capped at \$500,000
- The City shall make Grant Payments to Razzoo's in annual installments equal to one hundred percent (100%) of Available Sales Taxes received by the City for the prior calendar year of the restaurant's operation.
- The term of the agreement is for 10 years or if the cap is reached prior to 10 years the agreement would terminate.



# Amendment

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- Razzoo's has completed all of their performance measures within the agreement, with the exception of their opening date.
- The agreement required Razzoo's to open by March 31, 2023. Due to supply chain disruptions and construction delays, Razzoo's opened on August 16, 2023.
- During that time, staff worked with Razzoo's to help facilitate City processes in the timeliest manner possible.
- The amendment proposed changes the opening date performance measure to September 1, 2023.





# Council Action

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- Approve a minute order ratifying the Burleson Community Service Development Corporation Board's actions taken on the approval of an amendment of a Chapter 380 Economic Development and Performance Agreement between the City of Burleson, Burleson Community Service Development Corporation, and Razzoo's, INC. at their November 13, 2023, meeting and approve an amendment of a Chapter 380 Economic Development and Performance Agreement between the City of Burleson, Burleson Community Service Development Corporation, and Razzoo's, INC.



## FIRST AMENDMENT TO

### CHAPTER 380 AND ECONOMIC DEVELOPMENT AGREEMENT BETWEEN THE CITY OF BURLESON, THE BURLESON COMMUNITY SERVICE DEVELOPMENT CORPORATION, AND RAZZOO'S, INC.

This First Amendment to the Chapter 380 Economic Development Agreement (“Amendment”) is made and entered into as of November 13, 2023 by and between the City of Burleson, a Texas municipal corporation located in the Counties of Johnson and Tarrant, State of Texas (“City”), by and through its City Manager, the Burleson Community Service Development Corporation (“BCSDC”) acting by and through its Board President, and Razzoo’s, Inc., (“Razzoo’s”) a Texas corporation, by and through its authorized executive.

#### RECITALS:

WHEREAS, on or about May 17, 2021, the City, the BCSDC, and Razzoo’s entered into that Chapter 380 Economic Development Agreement (the “Agreement,” attached hereto as Exhibit “A” and incorporated herein by reference for all purposes); 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. **Amendment.** Subsection (F) of Section 4.01 entitled “Covenants Regarding RAZZOO’S Development and Operations” of Article 4 entitled “Covenants of Razzoo’s” of the Agreement is hereby amended by revising 4.01(F) to read as follows:

“(F) Opening Date for the Restaurant no later than September 1, 2023, subject to Article 12 of this Agreement.”

2. **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. Except for the terms modified by this Amendment, the parties hereby ratify the remainder of the Agreement in its entirety.

EXECUTED on the respective dates of acknowledgement, to be effective as of the date first set forth above.

**THE CITY OF BURLESON,  
a Texas municipal corporation**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF TEXAS  
COUNTY OF JOHNSON

This instrument was acknowledged before me on \_\_\_\_\_, 2023 by \_\_\_\_\_, known personally by me to be the \_\_\_\_\_ of the City of Burleson, on behalf of said City.

[Notary Seal]

\_\_\_\_\_  
Notary Public, State of Texas

APPROVED AS TO FORM:

\_\_\_\_\_.  
City Attorney



**BURLESON COMMUNITY SERVICES  
ECONOMIC DEVELOPMENT  
CORPORATION,  
a Texas economic development corporation**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF TEXAS  
COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_, 2023 by  
\_\_\_\_\_, known personally by me to be the \_\_\_\_\_ of the  
Burleson 4A Economic Development Corporation, on behalf of said entity.

[Notary Seal]

\_\_\_\_\_  
Notary Public, State of Texas

RAZZOO'S, INC.,  
A Texas corporation

By: [Signature]

Name: THOMAS MARSHALL

Title: CFO

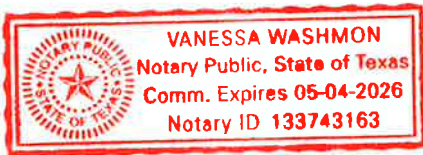
Date: 10/18/23

STATE OF TEXAS  
COUNTY OF DALLAS

This instrument was acknowledged before me on 10/18, 2023 by THOMAS MARSHALL, known personally by me to be the CFO of Razzoo's, Inc., on behalf of said entity.

[Notary Seal]

[Signature]  
Notary Public, State of Texas



**Exhibit “A”  
The Agreement**



**CHAPTER 380 AND ECONOMIC DEVELOPMENT AGREEMENT BETWEEN THE  
CITY OF BURLESON, THE BURLESON COMMUNITY SERVICE DEVELOPMENT  
CORPORATION, AND RAZZOO'S, INC.**

This Chapter 380 Economic Development and Performance Agreement (the "Agreement") is entered into as of 5-18-21 (the "Effective Date") by and between the City of Burleson, a Texas municipal corporation located in the Counties of Johnson and Tarrant, State of Texas ("City"), by and through its City Manager, the Burleson Community Service Development Corporation ("BCSDC") acting by and through its Board President, and RAZZOO'S, Inc., ("RAZZOO'S") a Texas corporation, by and through its authorized managers.

**WITNESSETH:**

**WHEREAS**, on May 27, 1993, the City adopted Resolution No. 583 establishing an Economic Development Program (the "Program") pursuant to Chapter 380 of the Texas Local Government Code; and

**WHEREAS**, RAZZOO'S desires to participate in the Program by entering into this Agreement; and

**WHEREAS**, the Burleson City Council finds and determines that this Agreement will effectuate the purposes set forth in the Program, and that RAZZOO'S's performance of its obligations herein will promote local economic development and stimulate business and commercial activity in the City; and

**WHEREAS**, the City is authorized by Article 52-a Texas Constitution, and Section 380 of the Texas Local Government Code to provide economic development grants to promote local economic development and to stimulate business and commercial activity in the City; and

**WHEREAS**, the City has established an entertainment, tourist, public park, and open space center with the construction of a public space known as the Mayor Vera Calvin Plaza (the "Plaza"); and

**WHEREAS**, the City desires to encourage and incentivize high quality development around the Plaza with Old Town Burleson architecture (as defined in the City's Zoning Ordinance) and ties to existing walkability comprised of retail, restaurants and some commercial; and

**WHEREAS**, BTX Old Town, LLC, a Texas limited liability corporation ("BTX"), pursuant to a Chapter 380 and Economic Development and Performance Agreement for Public and Private Improvements in Tax Increment Financing Reinvestment Zone Number Two with the City, the Burleson 4A Economic Development Corporation, and the Tax Increment Financing Reinvestment Zone Number Two, is developing mixed-use

facilities on certain parcels near the Plaza in the Original Town of Burleson subdivision addressed as 135 West Ellison Street, 140 West Bufford Street and 114 West Ellison Street; and

**WHEREAS**, RAZZOO'S is under contract with BTX to lease certain land and to-be-constructed improvements on one of the lots or tracts located at 135 West Ellison Street, Burleson, Texas, as depicted on **Exhibit "A"** (the "Property"), and the Property is located in the City of Burleson, Johnson County, Texas; and

**WHEREAS**, RAZZOO'S proposes to operate a restaurant on the Property; and

**WHEREAS**, the City has found the Development and operation of the Restaurant will contribute to an increase in economic development in the City; and

**WHEREAS**, the BCSDC has determined and found that the incentives and grant of sales tax proceeds contemplated in this Agreement constitute a "Project" as defined by the Development Corporation Act, codified in Subtitle C-1 of Title 12 of the Texas Local Government Code, in Section 505.152, in that the expenditures are for a restaurant and concession related and directly adjacent to the Plaza that enhance the Plaza; and

**WHEREAS**, the Property is not owned or leased by any member of the Burleson City Council or any member of the City Planning and Zoning Commission; and

**WHEREAS**, the Burleson City Council finds and determines that RAZZOO's performance of its obligations herein will revitalize Old Town Burleson and promote local economic development and stimulate business and commercial activity in the City.

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

#### **ARTICLE 1.** **AUTHORIZATION**

The Burleson City Council finds and determines that this Agreement is authorized by Chapter 380 of the Texas Local Government Code and Chapters 501 and 505 of the Texas Local Government Code.

#### **ARTICLE 2.** **DEFINITIONS**

- 2.01 The terms "Agreement," "BCSDC," "BTX," "City," "Effective Date," "Plaza," "Program," "Property," and "RAZZOO'S" shall have the meanings provided, above.
- 2.02 "Available Sales Taxes" means the amount of Sales Tax actually and lawfully received by the City from the Texas Comptroller of Public Accounts attributable to

gross taxable sales at the Restaurant during each calendar year or portion thereof during the Term of this Agreement.

- 2.03 "Capital Investment" means and shall include all tenant finish-out costs incurred relating to the improvement of the Property, including actual construction costs of structures, landscaping, and other onsite improvements, including all labor and materials, but shall not include the purchase price of the building and actual construction costs of all buildings, utilities, and infrastructure.
- 2.04 "City Sales Tax" means the tax authorized and levied pursuant to Section 321.101 of the Texas Tax Code and payable into the general fund, currently established at one percent (1%). City Sales Taxes shall not include sales and/or use taxes levied and collected exclusively for special purposes (such as a Type A or B Corporation) created and operating under the Development Corporation Act, codified in subtitle C1 of Title 12, Texas Local Government Code, transit districts. If the City, at its discretion ever elects to, or the voters choose to, reallocate the City Sales Tax and to levy less than a one percent (1%) sales tax, then "City Sales Taxes" shall mean the amount of sales taxes actually received by the City of Burleson arising from the actual City Sales Tax levied on gross taxable sales. Should the voters or the City set the City Sales Tax rate at more than one percent (1%), the City Sales Tax will not exceed one percent (1%).
- 2.05 "Concept Plan" means the plan depicted on **Exhibit "B"**.
- 2.06 "Development" means the construction of the Restaurant and related landscaping and onsite infrastructure on the Property.
- 2.07 "Grant Payment(s)" means the periodic payments of a percentage of Available Sales Taxes as provided herein.
- 2.08 "Grant Payment Cap" has the meaning set forth in Section 5.02 of this Agreement.
- 2.09 "Incentives" mean the combined contributions, monetary or otherwise, of the City and the BCSDC towards completion of the Development, as required by this Agreement.
- 2.10 "Opening Date" means that date on which RAZZOO'S opens the Restaurant.
- 2.11 "Property" means located at 135 West Ellison, Burleson, Texas.
- 2.12 "Restaurant" means a RAZZOO'S sit down and take out restaurant comprised of approximately 6,000 square feet, which includes outdoor patio, located on the Property operated in a manner substantially similar to the RAZZOO'S Cajun Cafe located at 1414 Market Place Blvd, Irving, TX 75063.
- 2.13 "Sales Tax" shall mean the combination of the City Sales Tax and Type B Sales Tax, the combination of which is currently established at one and one-half percent (1.5%).



- 2.14 "Type B Sales Tax" means the tax authorized, adopted, levied and/or collected by or on behalf of the City pursuant to Section 321.101(b) of the Texas Tax Code, as amended and/or replaced, currently established at one-half of one percent (0.5%), for use by the Burleson Community Service Development Corporation, a Type B economic development corporation, operating pursuant to Chapter 505 of the Texas Local Government Code, as amended and/or replaced. If the City, at its discretion ever elects to, or the voters choose to, reallocate the Type B Sales Tax and to levy less than a one-half of one percent (0.5%) sales tax, then "Type B Sales Taxes" shall mean the amount of sales taxes actually received by the City of Burleson arising from the actual Type B Sales Tax levied on gross taxable sales. Should the voters or the City set the Type B Sales Tax rate at more than one-half of one percent (0.5%), the Type B Sales Tax will not exceed one-half of one percent (0.5%).

### **ARTICLE 3.**

#### **TERM**

The term of this Agreement shall commence on the Effective Date and will terminate ten (10) years following the date RAZZOO'S receives a Certificate of Occupancy on the Property.

### **ARTICLE 4.**

#### **COVENANTS OF RAZZOO'S**

- 4.01 Covenants Regarding RAZZOO'S Development and Operations. In consideration of City agreeing to pay RAZZOO'S the Grant Payments in accordance with the terms, provisions and conditions of this Agreement, RAZZOO'S agrees to the following, which are not obligations of RAZZOO'S, but are duties that must be fulfilled in order to receive Grant Payments:

- (A) To the extent allowed under the agreement with BTX for the construction of the Development, design and construct the Development in conformance with the criteria and development standards set forth in the ordinances of the City of Burleson and applicable state and federal laws, subject to the approval of the Burleson Old Town Design Standards Board.
- (B) To the extent allowed under the agreement with BTX for the construction of the Development, design and construct the Development in substantial conformance with the Concept Plan.
- (C) Operate the Development and Restaurant in conformance with the criteria and development standards set forth in the ordinances of the City of Burleson and applicable state and federal laws.

- (D) Enter into a valid, written commercial lease agreement for operation of the Restaurant at the Property by February 28, 2023.
  - (E) Make a Capital Investment of no less than SEVEN HUNDRED-FIFTY THOUSAND AND NO/100 DOLLARS (\$750,000) by March 31, 2023.
  - (F) Opening Date for the Restaurant no later than March 31, 2023, subject to Article 12 of this Agreement.
  - (G) After the Opening Date, RAZZOO'S shall operate the Restaurant for the term of this Agreement subject to (i) Force Majeure, (ii) casualty and condemnation, and (iii) temporary closings for repair, renovations and/or alterations not to exceed ninety (90) days.
  - (H) RAZZOO'S shall remain current and paid on all property taxes, subject to appeal rights in accordance with law and subject to a right to cure any delinquency.
  - (I) RAZZOO'S shall routinely and regularly use the patio portions of the Development as part of the Restaurant as depicted in the Concept Plan.
  - (J) After the Opening Date, RAZZOO'S shall work in good faith with the City to reasonably schedule, plan and coordinate use of the patio portion of the Development with events that will occur in the Plaza.
- 4.02 Verification of Capital Investment. Within 30 days following the Opening Date, upon written request of the City, RAZZOO'S shall (or shall cause one of its Affiliate to) provide written verification to the City that the Capital Investment made by RAZZOO'S meets or exceeds the requirements set forth in this Agreement. The City may request, and RAZZOO'S hereby agrees that it will (and will cause its Affiliates to) permit reasonable review of information (at no cost, expense or liability to any RAZZOO'S or Affiliate) that permits the City to verify that the Capital Investment made by RAZZOO'S meets or exceeds the requirements of this Agreement, excluding (i) financial information of any BCS Entity or an Affiliate not related to the corresponding Improvements, and (ii) proprietary information.

#### **ARTICLE 5. PROGRAM GRANT**

- 5.01 Subject to RAZZOO'S complying with his duties and obligations under this Agreement, the City agrees that, subject to the terms and conditions contained herein, RAZZOO'S shall be entitled to receive Grant Payments and benefits according to the schedule set forth in this Article.
- 5.02 The maximum Grant Payments cumulatively available to RAZZOO'S over the term of this Agreement shall not exceed Five Hundred Thousand Dollars (\$500,000).

- 5.03 The City shall make Grant Payments to RAZZOO'S in annual installments equal to one hundred percent (100%) of Available Sales Taxes received by the City for the prior calendar year of the restaurant's operation.
- 5.04 The Grants Payments shall cease upon the earlier of:
- (A) The date upon which the Grant Payment is paid for the final twelve (12) month period ending ten years following the date RAZZOO'S receives a Certificate of Occupancy on the Property; or
  - (B) The date upon which the Grant Payment Cap has been reached.
- 5.05 For each calendar year in which a grant payment is requested, RAZZOO'S agrees to provide a release to the City that will allow the Texas Comptroller of Public Accounts (the "Comptroller") to release information to the City that documents the amount of Available Sales Taxes collected by the Comptroller for the City from the Restaurant (the "Sales Tax Disclosure"). The City and RAZZOO'S shall rely on the Sales Tax Disclosure as accurate and definitive for purposes of this Agreement. City shall not be required to pay RAZZOO'S the Grant Payments under this Article until such time that RAZZOO'S provides the required release and the Comptroller provides the Sales Tax Disclosure.
- 5.06 Following receipt of the Sales Tax Disclosure and the receipt of Available Sales Taxes by City, City shall pay RAZZOO'S the annual installment of Grant Payments due hereunder, subject to the terms and provisions of this Agreement, within 60 days. Both parties acknowledge that as of the Effective Date of this Agreement, the Sales Tax Disclosure and disbursement of Available Sales Taxes for the prior calendar year to City by Comptroller is expected to occur no sooner than March 1 of each calendar year.

**ARTICLE 6.**  
**RIGHT-OF-WAY USE AGREEMENT**

- 6.01 The parties shall work in good faith together to select, execute, and implement a right-of-way use agreement at a future date that will allow RAZZOO'S to utilize no more than three (3) parking spaces off of Wilson street for to-go orders from the Restaurant if the Restaurant is developed to have a to-go entrance that is separate and distinct from the main entrance to the Restaurant, subject to terms and conditions of use agreed to by the City. Nothing herein shall be construed as the City granting RAZZOO'S any right to use the right-of-way, but only as a duty for the parties to negotiate towards such purpose at a future date in good faith.

**ARTICLE 7.**  
**REGULATIONS REGARDING BUILDING PRODUCTS, MATERIALS, OR METHODS**

The parties hereto find that the area described herein constitutes an area of architectural importance and significance and the City Council of the City of Burleson,



Texas, hereby designates it as an area of architectural importance and significance for purposes of Chapter 3000 of the Texas Government Code (the "Code"). In consideration for the mutual covenants and conditions contained herein and pursuant to Section 3000.002(d) of the Code, RAZZOO'S voluntarily consents to the application of all City rules, charter provisions, ordinances, orders, building codes, and other regulations existing as of the Effective Date hereof (the "Regulations") that govern the use or installation of a building product or material in the construction, renovation, maintenance, or other alteration of a residential or commercial building on the Property regardless of whether a different building product or material is approved for use by a national model code published within the last three code cycles that applies to the construction, renovation, maintenance, or other alteration of the building. In addition, RAZZOO'S voluntarily consents to the application of the Regulations that establish a standard for a building product, material, or aesthetic method in construction, renovation, maintenance, or other alteration of a residential or commercial building, regardless of whether the standard is more stringent than a standard for the product, material, or aesthetic method under a national model code published within the last three code cycles that applies to the construction, renovation, maintenance, or other alteration of the building. The parties agree that: 1) the City will not issue any permits for the Property in violation of this Article; 2) the covenants contained within this Article constitute a material term of this Agreement; 3) RAZZOO'S's voluntary consent to the application of the Regulations to the Property, as described in this Article, constitutes a material inducement for the City to authorize the Incentives described herein; 4) the covenants contained herein shall run with the land and shall bind RAZZOO'S and all successors and assigns; and 5) this Article shall survive termination or expiration of this Agreement.

#### **ARTICLE 8. AUTHORITY; COMPLIANCE WITH LAW**

- 8.01 RAZZOO'S hereby represents and warrants to the City that it has full lawful right, power and authority to execute and deliver and perform the terms and obligations of this Agreement and that the execution and delivery of this Agreement has been duly authorized by all necessary action by RAZZOO'S and this Agreement constitutes the legal, valid and binding obligation of RAZZOO'S, and is enforceable in accordance with its terms and provisions.
- 8.02 Notwithstanding any other provision of this Agreement, RAZZOO'S shall comply with all federal, state, and local laws.
- 8.03 During the term of this Agreement, RAZZOO'S agrees not to knowingly employ any undocumented workers at the Development, and if convicted of a violation under 8 U.S.C. Section 1324a(f), RAZZOO'S shall repay the amount of the Incentives received by RAZZOO'S as of the date of such violation within 120 business days after the date RAZZOO'S is notified by the City of such violation, plus interest at the rate Burleson is paying on the most recent issuance of bonded indebtedness prior to RAZZOO'S's violation of this Article.

**ARTICLE 9.  
DEFAULT AND REMEDIES**

**9.01 Default by RAZZOO'S.**

- (A) In the event: (i) RAZZOO'S fails to fulfill its obligations under Article 4 of this Agreement; (ii) RAZZOO'S has delinquent ad valorem or sales taxes owed to the City provided that RAZZOO'S retains the right to timely and properly protest and/or contest any such taxes; or (iii) RAZZOO'S materially breaches any of the material terms and conditions of this Agreement, then RAZZOO'S after the expiration of the notice and cure periods described herein, shall be in default of this Agreement. In the event of such a default, City shall give RAZZOO'S written notice of such breach and/or default, and if RAZZOO'S has not cured such breach or default within 90 days after receipt of such notice, the City may terminate this Agreement by written notice to RAZZOO'S, and the City shall have no further obligation to RAZZOO'S.
- (B) In the event RAZZOO'S fails to comply with Section 4.01 and closes or ceases operation prior to the end of the Term of this Agreement, RAZZOO'S shall not be entitled to any additional payments from City.

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

**ARTICLE 10.  
RIGHT OF OFFSET**

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

**ARTICLE 11.  
VENUE AND GOVERNING LAW**

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

of law, and the parties submit to the jurisdiction of the state and federal courts in Burleson, Johnson County, Texas.

**ARTICLE 12.  
FORCE MAJEURE**

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

**ARTICLE 13.  
GIFT TO PUBLIC SERVANT OR TO RAZZOO'S REPRESENTATIVE**

- 13.01 No Benefit. Each party hereto represents to the other that it has not offered, conferred, or agreed to confer and that it will not offer, confer or agree to confer in the future any benefit upon an employee or official of the other party. For purposes of this section, "benefit" means anything reasonably regarded as economic advantage, including benefit to any other person in whose welfare the beneficiary is interested, but does not include a contribution or expenditure made and reported in accordance with law.
- 13.02 Right of Reimbursement. Notwithstanding any other legal remedies, City may obtain reimbursement for any expenditure made to RAZZOO'S as a result of the improper offer, agreement to confer, or conferring of a benefit to a City employee or official.

**ARTICLE 14.  
ASSIGNMENT**

RAZZOO'S may not assign any part of this Agreement without consent or approval by the City Council.

**ARTICLE 15.  
INDEMNIFICATION**

- 15.01 RAZZOO'S EXPRESSLY AGREES TO FULLY AND COMPLETELY DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, AND ITS OFFICERS, AND EMPLOYEES, AGAINST ANY AND ALL CLAIMS, LAWSUITS, LIABILITIES, JUDGMENTS, COSTS, AND EXPENSES FOR PERSONAL INJURY



(INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM, DAMAGES OR LIABILITY FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY ANY NEGLIGENT, GROSSLY NEGLIGENT, WRONGFUL, OR STRICTLY LIABLE ACT OR OMISSION OF RAZZOO'S OR ITS AGENTS, EMPLOYEES, OR CONTRACTORS, ARISING OUT IN THE PERFORMANCE OF THIS CONTRACT. Nothing in this paragraph may be construed as waiving any governmental immunity available to the City under state law. This provision is solely for the benefit of RAZZOO'S and the City and is not intended to create or grant any rights, contractual or otherwise, in or to any other person.

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

#### **ARTICLE 16. MISCELLANEOUS MATTERS**

- 16.01 Time is of Essence. Time is of the essence in this Agreement. The parties hereto will make every reasonable effort to expedite the subject matters hereof and acknowledge that the successful performance of this Agreement requires their continued cooperation.
- 16.02 Agreement Subject to Law. This Agreement is made subject in accordance with the Burleson Home Rule Charter and ordinances of City, as amended, and all applicable State and federal laws.
- 16.03 Interpretation. Each of the parties have been represented by counsel of their choosing in the negotiation and preparation of this Agreement. In the event of any dispute regarding the interpretation of this Agreement, this Agreement will be interpreted fairly and reasonably and neither more strongly for nor against any party based on draftsmanship.
- 16.04 Counterparts Deemed Original. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.
- 16.05 Captions. The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.
- 16.06 Complete Agreement. This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary

agreements between the parties and relating to matters in the Agreement, and except as otherwise provided herein cannot be modified without written agreement of the parties to be attached and made a part of this Agreement.

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

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

**RAZZOO'S:** RAZZOO'S, Inc.  
Philip Parsons  
Chief Financial Officer  
14131 Midway Rd, Suite 750  
Addison, TX 75001

**City:** City Manager  
City of Burleson, Texas  
141 West Renfro  
Burleson, Texas 76028

**With a copy to:** Betsy Elam  
Taylor, Olson, Adkins, Sralla & Elam, L.L.P.  
6000 Western Place  
Suite 200  
Fort Worth, Texas 76107

**BCSDC:** Burleson Community Services Development Corp.  
Attn: Board President  
141 West Renfro  
Burleson, Texas 76028

**With a copy to:** Betsy Elam  
Taylor, Olson, Adkins, Sralla & Elam, L.L.P.  
6000 Western Place  
Suite 200

Fort Worth, Texas 76107

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

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

*[Signature pages to follow]*



EXECUTED on the respective dates of acknowledgement, to be effective as of the date first set forth above.

CITY OF BURLESON

By: [Signature]  
Bryan Langley, City Manager

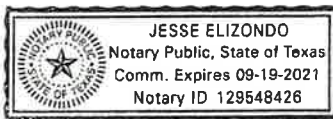
Date: 5/17/21

STATE OF TEXAS  
COUNTY OF JOHNSON

This instrument was acknowledged before me on 5/17, 2021 by Bryan Langley, known personally by me to be the City Manager of the City of Burleson, on behalf of said City.

[Notary Seal]

[Signature] / JESSE ELIZONDO  
Notary Public, State of Texas



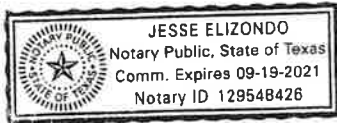
BURLESON COMMUNITY SERVICES  
ECONOMIC DEVELOPMENT CORPORATION

By: [Signature]  
Name: Katherine Reading  
Title: Board President  
Date: 5/17/21

STATE OF TEXAS  
COUNTY OF El Paso

This instrument was acknowledged before me on 5/17, 2021 by Katherine Reading, known personally by me to be the Board President of the Burleson Community Services Development Corporation, on behalf of said entity.

[Notary Seal]



[Signature] / JESSE ELIZONDO  
Notary Public, State of Texas

RAZZOO'S, INC.,  
a Texas limited liability company

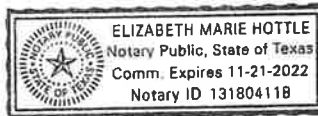
By: Philip M. Parsons  
Name: PHILIP PARSONS  
Title: CFO  
Date: 5/21/2021

STATE OF TEXAS  
COUNTY OF DALLAS

This instrument was acknowledged before me on May 21, 2021 by  
Philip Parsons, known personally by me to be the CFO  
of RAZZOO'S, Inc., on behalf of said entity.

[Notary Seal]

Elizabeth Marie Hottle  
Notary Public, State of Texas





[illegible]



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## City Council Regular Meeting

**DEPARTMENT:** Economic Development

**FROM:** Alex Philips, Economic Development Director

**MEETING:** November 13, 2023

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**SUBJECT:**

Consider approval of a minute order ratifying 4B11132023Heim1stamendment and an amendment to the Chapter 380 Economic Development and Performance Agreement (CSO#1653-01-2021) between the City of Burleson, Burleson Community Service Development Corporation, and Heim Burleson, LLC, (*Staff Contact: Alex Philips, Economic Development Director*)

**SUMMARY:**

On January 19, 2021, the Burleson Community Service Development Corporation, and the City Council approved a Chapter 380 Agreement with Heim Burleson, LLC. for a restaurant at 139 W. Ellison. The agreement includes the following performance measures for Heim Burleson:

- Commence construction of the Development no later than January 1, 2022, complete construction of the Development no later than December 31, 2022, with an approximate Capital Investment of no less than \$1,200,000 Dollars, with the Opening Date for the Restaurant no later than January 1, 2023, subject to Article 12 of this Agreement.
- Heim shall routinely and regularly use the rooftop portion of the Development as part of the Restaurant.
- After the Opening Date, Heim shall reserve no fewer than six (6) days every calendar year for coordinated events with the City that will occur simultaneously in the Plaza and the Heim rooftop. Heim agrees with work in good faith with the City to schedule, plan, coordinate, and hold such events.

The City would offer a program grant within the chapter 380 agreement as detailed below:

- The maximum Grant Payments cumulatively available to Heim over the term of this Agreement shall not exceed Three Hundred and Fifty Thousand Dollars (\$350,000).
- The City shall make Grant Payments to Heim in annual installments equal to one hundred percent (100%) of Available Sales Taxes received by the City for the prior calendar year of the restaurant's operation.



- The Grants Payments shall cease upon the earlier of:
  - The date upon which the Grant Payment is paid for the twelve (12) month period ending December 31, 2030; or
  - The date upon which the Grant Payment Cap (\$350,000) has been reached.

Heim has completed all of their performance measures within the agreement, with the exception of the complete construction and opening date. Due to supply chain disruptions and construction delays, Heim plans to open by the end of 2023. Staff recommends amending the complete construction and opening dates to ensure compliance and correct an error in the dates in the original agreement to the agreement. The amendment proposed changes the complete construction date to December 31, 2023, opening date performance measure to February 1, 2024.

**OPTIONS:**

- 1) Approve as presented
- 2) Deny

**RECOMMENDATION:**

Staff recommends approval

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

N/A

**FISCAL IMPACT:**

Explain fiscal impact if any

**STAFF CONTACT:**

Alex Philips  
 Economic Development Director  
[aphilps@burlesontx.com](mailto:aphilps@burlesontx.com)  
 817-426-9613



# Economic Development

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## Heim BBQ 380 Amendment

# Heim Ch. 380 Agreement

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- Approved by the Burleson Community Service Development Corporation, and the City of Burleson on January 19, 2021
- Incentive agreement was part of a broader development agreement with BTX Old Town, LLC to construct seven buildings along Ellison Street adjacent to the Mayor Vera Calvin Plaza in response to RFP-012-2019 that was approved on December 14, 2020





# Heim's Obligations

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- Commence construction by January 1, 2022 and complete construction by December 31, 2022 with a capital investment of no less than \$1,200,000
- Opening Date for the Restaurant no later than January 31, 2023.
- Upstairs Patio to be constructed as depicted on the Site Plan.



# City of Burleson Obligations

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## Sales Tax Rebate

- Sales Tax Rebate would include the General Fund portion (1%) and the Burleson Community Service Development Corporation portion – 4B (1/2%)
- Sales Tax Rebate would be capped at \$350,000
- The City shall make Grant Payments to Heim BBQ in annual installments equal to one hundred percent (100%) of Available Sales Taxes received by the City for the prior calendar year of the restaurant's operation.
- The term of the agreement is until December 31, 2030 or if the cap is reached.



# Amendment

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- Heim has completed all of their performance measures within the agreement, with the exception of their opening date.
- Due to supply chain disruptions and construction delays, Heim plans to open by December 31, 2023.
- Staff has worked with Heim to help facilitate City processes in the timeliest manner possible.
- The proposed amendment changes the complete construction date to December 31, 2023, and the opening date to February 1, 2024.





# Council Action

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- Approve a minute order ratifying the Burleson Community Service Development Corporation Board's actions taken on the approval of an amendment of a Chapter 380 Economic Development and Performance Agreement between the City of Burleson, Burleson Community Service Development Corporation, and Heim Burleson, LLC. at their November 13, 2023, meeting and approve an amendment of a Chapter 380 Economic Development and Performance Agreement between the City of Burleson, Burleson Community Service Development Corporation, and Heim Burleson, LLC.



**FIRST AMENDMENT TO**  
**CHAPTER 380 AND ECONOMIC DEVELOPMENT AND PERFORMANCE**  
**AGREEMENT BETWEEN THE CITY OF BURLESON, THE BURLESON**  
**COMMUNITY SERVICE DEVELOPMENT CORPORATION,**  
**AND HEIM BURLESON, LLC**

This First Amendment to the Chapter 380 Economic Development and Performance Agreement (“Amendment”) is made and entered into as of November 13, 2023 by and between the City of Burleson, a Texas municipal corporation located in the Counties of Johnson and Tarrant, State of Texas (“City”), by and through its City Manager, the Burleson Community Service Development Corporation (“BCSDC”) acting by and through its Board President, and Heim Burleson, LLC, (“Heim”) a Texas limited liability corporation, by and through its authorized manager.

**RECITALS:**

WHEREAS, on or about January 19, 2021, the City, the BCSDC, and Heim entered into that Chapter 380 Economic Development and Performance Agreement (the “Agreement,” attached hereto as Exhibit “A” and incorporated herein by reference for all purposes); 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. **Amendments.** The following amendments are hereby made to the Agreement:
  - i. Subsection (E) of Section 4.01 entitled “Covenants Regarding Heim Development and Operations” of Article 4 entitled “Covenants of Heim” of the Agreement is hereby amended by revising 4.01(E) to read as follows:

“(E) Commence construction of the Development no later than January 1, 2022, complete construction of the Development no later than December 31, 2023, with an approximate Capital Investment of no less than ONE MILLION TWO HUNDRED THOUSAND AND NO/100s DOLLARS (\$1,200,000.00), with the Opening Date for the Restaurant no later than February 1, 2024, subject to Article 12 of this Agreement.”
  - ii. Exhibit “A” as referenced in the recitals is hereby amended to read as the Exhibit “A” attached to this Amendment.
  - iii. Exhibit “B” as referenced in Section 2.05 entitled “Concept Plan” of Article 2 entitled “Definitions” of the Agreement is hereby amended to read as the Exhibit “B” attached to this Amendment.



2. **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. Except for the terms modified by this Amendment, the parties hereby ratify the remainder of the Agreement in its entirety.

EXECUTED on the respective dates of acknowledgement, to be effective as of the date first set forth above.

**THE CITY OF BURLESON,  
a Texas municipal corporation**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF TEXAS  
COUNTY OF JOHNSON

This instrument was acknowledged before me on \_\_\_\_\_, 2023 by \_\_\_\_\_, known personally by me to be the \_\_\_\_\_ of the City of Burleson, on behalf of said City.

[Notary Seal]

\_\_\_\_\_  
Notary Public, State of Texas

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney



**BURLESON COMMUNITY SERVICES  
ECONOMIC DEVELOPMENT  
CORPORATION,  
a Texas economic development corporation**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF TEXAS  
COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_, 2023 by  
\_\_\_\_\_, known personally by me to be the \_\_\_\_\_ of the  
Burleson 4A Economic Development Corporation, on behalf of said entity.

[Notary Seal]

\_\_\_\_\_  
Notary Public, State of Texas

HEIM BURLESON, LLC,  
A Texas limited liability company

By: *[Signature]*

Name: DAVID SHIPMAN

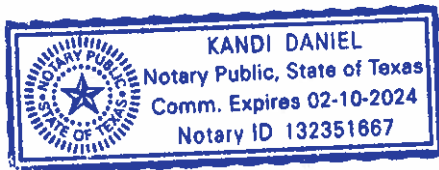
Title: Authorized Agent

Date: 11/6/23

STATE OF TEXAS  
COUNTY OF JOHNSON

This instrument was acknowledged before me on Nov. 6, 2023 by DAVID SHIPMAN, known personally by me to be the Authorized Agent of Heim Burleson, LLC, on behalf of said entity.

[Notary Seal]



*Kandi Daniel*  
Notary Public, State of Texas

*[Handwritten initials]*

**Exhibit "A"**  
**The Agreement**

A handwritten signature in black ink, appearing to be 'WMS' or similar, located at the bottom right of the page.

**CHAPTER 380 AND ECONOMIC DEVELOPMENT AND PERFORMANCE  
AGREEMENT BETWEEN THE CITY OF BURLESON, THE BURLESON COMMUNITY  
SERVICE DEVELOPMENT CORPORATION, AND HEIM BURLESON, LLC**

This Chapter 380 Economic Development and Performance Agreement (the "Agreement") is entered into as of 1/19/21 (the "Effective Date") by and between the City of Burleson, a Texas municipal corporation located in the Counties of Johnson and Tarrant, State of Texas ("City"), by and through its City Manager, the Burleson Community Service Development Corporation ("BCSDC") acting by and through its Board President, and Heim Burleson, LLC, ("Heim") a Texas limited liability corporation, by and through its authorized managers.

**WITNESSETH:**

**WHEREAS**, on May 27, 1993, the City adopted Resolution No. 583 establishing an Economic Development Program (the "Program") pursuant to Chapter 380 of the Texas Local Government Code; and

**WHEREAS**, Heim desires to participate in the Program by entering into this Agreement; and

**WHEREAS**, the Burleson City Council finds and determines that this Agreement will effectuate the purposes set forth in the Program, and that Heim's performance of its obligations herein will promote local economic development and stimulate business and commercial activity in the City; and

**WHEREAS**, the City is authorized by Article 52-a Texas Constitution, and Section 380 of the Texas Local Government Code to provide economic development grants to promote local economic development and to stimulate business and commercial activity in the City; and

**WHEREAS**, the City has established an entertainment, tourist, public park, and open space center with the construction of a public space known as the Mayor Vera Calvin Plaza (the "Plaza"); and

**WHEREAS**, the City desires to encourage and incentivize high quality development around the Plaza with Old Town Burleson architecture (as defined in the City's Zoning Ordinance) and ties to existing walkability comprised of retail, restaurants and some commercial; and

**WHEREAS**, BTX Old Town, LLC, a Texas limited liability corporation ("BTX"), pursuant to a Chapter 380 and Economic Development and Performance Agreement for Public and Private Improvements in Tax Increment Financing Reinvestment Zone Number Two with the City, the Burleson 4A Economic Development Corporation, and the Tax Increment Financing Reinvestment Zone Number Two, is developing mixed-use



facilities on certain parcels near the Plaza in the Original Town of Burleson subdivision addressed as 135 West Ellison Street, 140 West Bufford Street and 114 West Ellison Street; and

**WHEREAS**, Heim is under contract with BTX to purchase certain land and to-be-constructed improvements on one of the lots or tracts located at 135 West Ellison Street, Burleson, Texas, as depicted on Exhibit "A" (the "Property"), and the Property is located in the City of Burleson, Johnson County, Texas; and

**WHEREAS**, Heim proposes to operate a restaurant on the Property; and

**WHEREAS**, the City has found the Development will contribute to an increase in economic development in the City; and

**WHEREAS**, the BCSDC has determined and found that the incentives contemplated in this Agreement constitute a "Project" as defined by the Development Corporation Act, codified in Subtitle C-1 of Title 12 of the Texas Local Government Code, in Section 505.152, in that the expenditures are for a restaurant and concession related and directly adjacent to the Plaza that enhance the Plaza; and

**WHEREAS**, the Property is not owned or leased by any member of the Burleson City Council or any member of the City Planning and Zoning Commission; and

**WHEREAS**, the Burleson City Council finds and determines that BTX's performance of its obligations herein will revitalize Old Town Burleson and promote local economic development and stimulate business and commercial activity in the City.

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

#### **ARTICLE 1.** **AUTHORIZATION**

The Burleson City Council finds and determines that this Agreement is authorized by Chapter 380 of the Texas Local Government Code and Chapters 501 and 505 of the Texas Local Government Code.

#### **ARTICLE 2.** **DEFINITIONS**

- 2.01 The terms "Agreement," "BCSDC," "BTX," "City," "Effective Date," "Heim," "Plaza," "Program," and "Property," shall have the meanings provided, above.
- 2.02 "Available Sales Taxes" means the amount of Sales Tax actually and lawfully received by the City from the Texas Comptroller of Public Accounts attributable to

gross taxable sales at the Restaurant during each calendar year or portion thereof during the Term of this Agreement.

- 2.03 "Capital Investment" means and shall include all costs incurred relating to the improvement of the Property, including the purchase price of the building and actual construction costs of all buildings, structures, infrastructure, utilities, landscaping and other onsite improvements, including all labor and materials.
- 2.04 "City Sales Tax" means the tax authorized and levied pursuant to Section 321.101 of the Texas Tax Code and payable into the general fund, currently established at one percent (1%). City Sales Taxes shall not include sales and/or use taxes levied and collected exclusively for special purposes (such as a Type A or B Corporation) created and operating under the Development Corporation Act, codified in subtitle C1 of Title 12, Texas Local Government Code, transit districts. If the City, at its discretion ever elects to, or the voters choose to, reallocate the City Sales Tax and to levy less than a one percent (1%) sales tax, then "City Sales Taxes" shall mean the amount of sales taxes actually received by the City of Burleson arising from the actual City Sales Tax levied on gross taxable sales. Should the voters or the City set the City Sales Tax rate at more than one percent (1%), the City Sales Tax will not exceed one percent (1%).
- 2.05 "Concept Plan" means the plan depicted on Exhibit "B".
- 2.06 "Development" means the construction of the Restaurant and related landscaping and onsite infrastructure on the Property.
- 2.07 "Grant Payment(s)" means the periodic payments of a percentage of Available Sales Taxes as provided herein.
- 2.08 "Grant Payment Cap" has the meaning set forth in Section 5.02 of this Agreement.
- 2.09 "Incentives" mean the combined contributions, monetary or otherwise, of the City and the BCSDC towards completion of the Development, as required by this Agreement.
- 2.10 "Opening Date" means that date on which Heim opens the Restaurant.
- 2.11 "Property" means located at 135 West Ellison, Burleson, Texas.
- 2.12 "Restaurant" means a Heim Barbeque sit down and take out restaurant comprised of approximately 5,000 square feet located on the Property operated in a manner substantially similar to the Heim Barbeque located at 1109 W. Magnolia Avenue, Fort Worth, Texas.
- 2.13 "Sales Tax" shall mean the combination of the City Sales Tax and Type B Sales Tax, the combination of which is currently established at one and one-half percent (1.5%).

- 2.14 "Type B Sales Tax" means the tax authorized, adopted, levied and/or collected by or on behalf of the City pursuant to Section 321.101(b) of the Texas Tax Code, as amended and/or replaced, currently established at one-half of one percent (0.5%), for use by the Burleson Community Service Development Corporation, a Type B economic development corporation, operating pursuant to Chapter 505 of the Texas Local Government Code, as amended and/or replaced. If the City, at its discretion ever elects to, or the voters choose to, reallocate the Type B Sales Tax and to levy less than a one-half of one percent (0.5%) sales tax, then "Type B Sales Taxes" shall mean the amount of sales taxes actually received by the City of Burleson arising from the actual Type B Sales Tax levied on gross taxable sales. Should the voters or the City set the Type B Sales Tax rate at more than one-half of one percent (0.5%), the Type B Sales Tax will not exceed one-half of one percent (0.5%).

### **ARTICLE 3.**

#### **TERM**

The term of this Agreement shall commence on the Effective Date and will terminate ten years following the date Heim receives a Certificate of Occupancy on the Property.

### **ARTICLE 4.**

#### **COVENANTS OF HEIM**

- 4.01 Covenants Regarding Heim Development and Operations. In consideration of City agreeing to pay Heim the Grant Payments in accordance with the terms, provisions and conditions of this Agreement, Heim agrees to the following, which are not obligations of Heim, but are duties that must be fulfilled in order to receive Grant Payments and Incentives:
- (A) To the extent allowed under the agreement with BTX for the construction of the Development, design and construct the Development in conformance with the criteria and development standards set forth in the ordinances of the City of Burleson and applicable state and federal laws, subject to the approval of the Burleson Old Town Design Standards Board.
  - (B) To the extent allowed under the agreement with BTX for the construction of the Development, design and construct the Development in substantial conformance with the Concept Plan.
  - (C) Operate the Development in conformance with the criteria and development standards set forth in the ordinances of the City of Burleson and applicable state and federal laws.
  - (D) Complete the closing on the Property by December 31, 2022.

- (E) Commence construction of the Development no later than January 1, 2022, complete construction of the Development no later than December 31, 2022, with an approximate Capital Investment of no less than ONE MILLION TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$1,200,000.00), with the Opening Date for the Restaurant no later than January 1, 2023, subject to Article 12 of this Agreement.
- (F) After the Opening Date, Heim shall operate the Restaurant for the term of this Agreement subject to (i) Force Majeure, (ii) casualty and condemnation, and (iii) temporary closings for repair, renovations and/or alterations not to exceed ninety (90) days.
- (G) Heim shall remain current and paid on all property taxes, subject to appeal rights in accordance with law and subject to a right to cure any delinquency.
- (H) Heim shall routinely and regularly use the rooftop portion of the Development as part of the Restaurant.
- (I) After the Opening Date, Heim shall work in good faith with the City to reasonably schedule, plan, coordinate, and hold coordinated events that will occur simultaneously in the Plaza and the Heim rooftop.

#### **ARTICLE 5. PROGRAM GRANT**

- 5.01 Subject to Heim complying with his duties and obligations under this Agreement, the City agrees that, subject to the terms and conditions contained herein, Heim shall be entitled to receive Grant Payments and benefits according to the schedule set forth in this Article.
- 5.02 The maximum Grant Payments cumulatively available to Heim over the term of this Agreement shall not exceed Three Hundred and Fifty Thousand Dollars (\$350,000).
- 5.03 The City shall make Grant Payments to Heim in annual installments equal to one hundred percent (100%) of Available Sales Taxes received by the City for the prior calendar year of the restaurant's operation.
- 5.04 The Grants Payments shall cease upon the earlier of:
  - (A) The date upon which the Grant Payment is paid for the final twelve (12) month period ending ten years following the date Heim receives a Certificate of Occupancy on the Property; or
  - (B) The date upon which the Grant Payment Cap has been reached.
- 5.05 For each calendar year in which a grant payment is requested, Heim agrees to provide a release to the City that will allow the Texas Comptroller of Public



Accounts (the "Comptroller") to release information to the City that documents the amount of Available Sales Taxes collected by the Comptroller for the City from the Restaurant (the "Sales Tax Disclosure"). The City and Heim shall rely on the Sales Tax Disclosure as accurate and definitive for purposes of this Agreement. City shall not be required to pay Heim the Grant Payments under this Article until such time that Heim provides the required release and the Comptroller provides the Sales Tax Disclosure.

- 5.06 Following receipt of the Sales Tax Disclosure and the receipt of Available Sales Taxes by City, City shall pay Heim the annual installment of Grant Payments due hereunder, subject to the terms and provisions of this Agreement, within 60 days. Both parties acknowledge that as of the Effective Date of this Agreement, the Sales Tax Disclosure and disbursement of Available Sales Taxes for the prior calendar year to City by Comptroller is expected to occur no sooner than March 1 of each calendar year.

#### **ARTICLE 6.** **INCENTIVES**

- 6.01 Subject to Heim complying with its duties and obligations under this Agreement, the City agrees to the following incentives: The City shall reimburse to Heim an amount not to exceed One Hundred Thousand Dollars (\$100,000.00) for expenses related to the open air rooftop patio/bar overlooking the Plaza, upon Heim receiving the Certificate of Occupancy for the establishment and providing proof of costs reasonably satisfactory to the City.
- 6.02 The BCSDC authorizes the expenditure of up to One Hundred Thousand Dollars (\$100,000.00) for the incentives. The BCSDC authorize the City Manager to allocate such funds as permitted by law, and as necessary to meet the City obligations set forth in this Agreement.

#### **ARTICLE 7.** **REGULATIONS REGARDING BUILDING PRODUCTS, MATERIALS, OR METHODS**

The parties hereto find that the area described herein constitutes an area of architectural importance and significance and the City Council of the City of Burleson, Texas, hereby designates it as an area of architectural importance and significance for purposes of Chapter 3000 of the Texas Government Code (the "Code"). In consideration for the mutual covenants and conditions contained herein and pursuant to Section 3000.002(d) of the Code, Heim voluntarily consents to the application of all City rules, charter provisions, ordinances, orders, building codes, and other regulations existing as of the Effective Date hereof (the "Regulations") that govern the use or installation of a building product or material in the construction, renovation, maintenance, or other alteration of a residential or commercial building on the Property regardless of whether a different building product or material is approved for use by a national model code published within the last three code cycles that applies to the construction, renovation, maintenance, or other alteration of the building. In addition, Heim voluntarily consents to

the application of the Regulations that establish a standard for a building product, material, or aesthetic method in construction, renovation, maintenance, or other alteration of a residential or commercial building, regardless of whether the standard is more stringent than a standard for the product, material, or aesthetic method under a national model code published within the last three code cycles that applies to the construction, renovation, maintenance, or other alteration of the building. The parties agree that: 1) the City will not issue any permits for the Property in violation of this Article; 2) the covenants contained within this Article constitute a material term of this Agreement; 3) HEIM's voluntary consent to the application of the Regulations to the Property, as described in this Article, constitutes a material inducement for the City to authorize the incentives described herein; 4) the covenants contained herein shall run with the land and shall bind HEIM and all successors and assigns; and 5) this Article shall survive termination or expiration of this Agreement.

**ARTICLE 8.  
AUTHORITY; COMPLIANCE WITH LAW**

- 8.01 HEIM hereby represents and warrants to the City that it has full lawful right, power and authority to execute and deliver and perform the terms and obligations of this Agreement and that the execution and delivery of this Agreement has been duly authorized by all necessary action by Heim and this Agreement constitutes the legal, valid and binding obligation of Heim, and is enforceable in accordance with its terms and provisions.
- 8.02 Notwithstanding any other provision of this Agreement, Heim shall comply with all federal, state, and local laws.
- 8.03 During the term of this Agreement, Heim agrees not to knowingly employ any undocumented workers at the Development, and if convicted of a violation under 8 U.S.C. Section 1324a(f), Heim shall repay the amount of the incentives received by Heim as of the date of such violation within 120 business days after the date Heim is notified by the City of such violation, plus interest at the rate Burleson is paying on the most recent issuance of bonded indebtedness prior to Heim's violation of this Article.

**ARTICLE 9.  
DEFAULT AND REMEDIES**

- 9.01 Default by Heim.
- (A) In the event (i) Heim fails to fulfill its obligations under Article 4 of this Agreement; (ii) Heim has delinquent ad valorem or sales taxes owed to the City provided that Heim retains the right to timely and properly protest and/or contest any such taxes; or (iii) Heim materially breaches any of the material terms and conditions of this Agreement, then Heim after the expiration of the notice and cure periods described herein, shall be in default

of this Agreement. In the event of such a default, City shall give Heim written notice of such breach and/or default, and if Heim has not cured such breach or default within 90 days after receipt of such notice, the City may terminate this Agreement by written notice to Heim, and the City shall have no further obligation to Heim.

(B) In the event Heim fails to comply with Section 4.01 and closes or ceases operation prior to the end of the Term of this Agreement, Heim shall not be entitled to any additional payments from City.

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

9.03 If the Property is converted to a use other than the Restaurant within four (4) years from the date of Heim receiving the Certificate of Occupancy for the Restaurant, Heim shall reimburse the City an amount equal to the total amount of the Incentive paid pursuant Section 6.01 less \$25,000.00 for every full year Heim remained on the Property in accordance this Agreement.

#### **ARTICLE 10.** **RIGHT OF OFFSET**

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

#### **ARTICLE 11.** **VENUE AND GOVERNING LAW**

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

#### **ARTICLE 12.** **FORCE MAJEURE**

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

#### **ARTICLE 13.**

##### **GIFT TO PUBLIC SERVANT OR TO HEIM REPRESENTATIVE**

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

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

#### **ARTICLE 14.**

##### **ASSIGNMENT**

Heim may not assign any part of this Agreement without consent or approval by the City Council.

#### **ARTICLE 15.**

##### **INDEMNIFICATION**

15.01 HEIM EXPRESSLY AGREES TO FULLY AND COMPLETELY DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, AND ITS OFFICERS, AND EMPLOYEES, AGAINST ANY AND ALL CLAIMS, LAWSUITS, LIABILITIES, JUDGMENTS, COSTS, AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM, DAMAGES OR LIABILITY FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY ANY NEGLIGENT, GROSSLY NEGLIGENT, WRONGFUL, OR STRICTLY LIABLE ACT OR OMISSION OF HEIM OR ITS AGENTS, EMPLOYEES, OR CONTRACTORS, ARISING OUT IN THE



**PERFORMANCE OF THIS CONTRACT.** Nothing in this paragraph may be construed as waiving any governmental immunity available to the City under state law. This provision is solely for the benefit of Helm and the City and is not intended to create or grant any rights, contractual or otherwise, in or to any other person.

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

**ARTICLE 16.  
MISCELLANEOUS MATTERS**

- 16.01 Time is of Essence. Time is of the essence in this Agreement. The parties hereto will make every reasonable effort to expedite the subject matters hereof and acknowledge that the successful performance of this Agreement requires their continued cooperation.
- 16.02 Agreement Subject to Law. This Agreement is made subject in accordance with the Burleson Home Rule Charter and ordinances of City, as amended, and all applicable State and federal laws.
- 16.03 Interpretation. Each of the parties have been represented by counsel of their choosing in the negotiation and preparation of this Agreement. In the event of any dispute regarding the interpretation of this Agreement, this Agreement will be interpreted fairly and reasonably and neither more strongly for nor against any party based on draftsmanship.
- 16.04 Counterparts Deemed Original. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.
- 16.05 Captions. The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.
- 16.06 Complete Agreement. This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters in the Agreement, and except as otherwise provided herein cannot be modified without written agreement of the parties to be attached and made a part of this Agreement.
- 16.07 No Waiver. Nothing contained in this Agreement shall be construed as the granting of any permit or permission required by any City ordinance or regulation, or the waiver of any requirement of any City ordinance or regulation.

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

**Heim:** Burleson Heim, LLC

**City:** City Manager  
City of Burleson, Texas  
141 West Renfro  
Burleson, Texas 76028

**With a copy to:** Betsy Elam  
Taylor, Olson, Adkins, Sralla & Elam, L.L.P.  
6000 Western Place  
Suite 200  
Fort Worth, Texas 76107

**BCSDC:** Burleson Community Services Development Corp.  
Attn: Board President  
141 West Renfro  
Burleson, Texas 76028

**With a copy to:** Betsy Elam  
Taylor, Olson, Adkins, Sralla & Elam, L.L.P.  
6000 Western Place  
Suite 200  
Fort Worth, Texas 76107

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

16.10 Severability. In the event any section, subsection, paragraph, subparagraph, sentence, phrase, or word herein is held invalid, illegal, or unenforceable, the balance of this Agreement shall stand, shall be enforceable, and shall be read as if the parties intended at all times to delete said invalid section, subsection, paragraph, subparagraph, sentence, phrase, or word. In the event there shall be

substituted for such deleted provision a provision as similar in terms and in effect to such deleted provision as may be valid, legal and enforceable.

*[Signature pages to follow]*

EXECUTED on the respective dates of acknowledgement, to be effective as of the date first set forth above.

CITY OF BURLESON

By: [Signature]  
Bryan Langley, City Manager

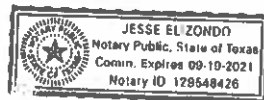
Date: 1/19/21

STATE OF TEXAS  
COUNTY OF JOHNSON

This instrument was acknowledged before me on 1/19, 2021 by Bryan Langley, known personally by me to be the City Manager of the City of Burleson, on behalf of said City.

[Notary Seal]

Jesse El Zondo  
Notary Public, State of Texas





BURLESON COMMUNITY SERVICES  
ECONOMIC DEVELOPMENT CORPORATION

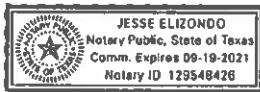
By: Katherine Reading  
Name: Katherine Reading  
Title: Board President  
Date: 1/19/21

STATE OF TEXAS  
COUNTY OF Johnson

This instrument was acknowledged before me on 1/19, 2021 by  
Katherine Reading, known personally by me to be the Board President of the  
Burleson Community Services Development Corporation, on behalf of said entity.

[Notary Seal]

Jesse Elizondo  
Notary Public, State of Texas



HEIM BURLESON, LLC,  
a Texas limited liability company

By David Shigmon

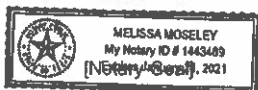
Name: David Shigmon

Title: Authorized Agent

Date: 1/21/21

STATE OF TEXAS  
COUNTY OF Tarrant

This instrument was acknowledged before me on January 21, 2021 by David Shigmon, known personally by me to be the Authorized Agent of Heim Burleson, LLC, on behalf of said entity.



Melissa Moseley  
Notary Public, State of Texas

FOUND W/LAP  
"RPLS 5544"

X-CUT  
FOUND

# W. ELLISON STREET (80' R-O-W)

N05°50'09"W 80.00'

N05°50'09"W 80.00'

POINT OF  
BEGINNING

"X"-CUT SET  
N:6882115.8167  
E:2331215.3625

(250')  
N84°09'51"E 250.00'

"X"-CUT  
SET

**8R2**  
4543 SF

**7R2**  
4738 SF

**6R**  
2277 SF  
COMMON AREA

**5R**  
3738 SF

**4R**  
2875 SF

**3R**  
2875 SF

**2R**  
2760 SF

**1R**  
4945 SF

**BLOCK 13**

**BLOCK 13**

N05°50'09"W 115.00'  
(115')

S05°50'09"E 115.00'  
(115')

40'

40'

# S. WARREN STREET (80' R-O-W)

# S. WILSON STREET (80' R-O-W)

S84°09'51"W 250.00'  
(250')

"X"-CUT  
SET

"X"-CUT  
SET

**20' ALLEY**

CITY OF BURLESON  
INST NO. 2016-7506  
D.R.J.C.T.  
ZONE CC

**BLOCK 13**  
ORIGINAL TOWN  
OF BURLESON  
VOL. 59, PG. 638  
D.R.J.C.T.

**LOTS 7R, BLOCK 13**  
ORIGINAL TOWN  
OF BURLESON  
VOL. 8, PG. 172  
P.R.J.C.T.  
ZONE CC

**JAMES SCHETTLER  
& SHARON SCHETTLER**  
VOL. 3224, PG. 657  
D.R.J.C.T.  
ZONE CC

**LOTS 8R, BLOCK 13**  
ORIGINAL TOWN  
OF BURLESON

**FERMIN ROSAS AYALA**  
VOL. 4018, PG. 446  
D.R.J.C.T.







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**City Council Regular Meeting**

**DEPARTMENT:** Police Department  
**FROM:** Billy J. Cordell, Chief of Police  
**MEETING:** November 13, 2023

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**SUBJECT:**

Consider approval of a minute order for the purchase of firearms, training firearms, and associated equipment with GT Distributors, Inc. through a cooperative purchase agreement with BuyBoard in the amount of \$123,246.78. (*Staff Presenter: Tim Mabry, Lieutenant*)

**SUMMARY:**

The Burleson Police Department replaces all existing firearms every 10 years. During the current replacement cycle, the Department is transitioning from .40 caliber to 9mm firearms. The new firearms will also be equipped with red dot sights and lights and all officers will be issued a standardized duty holster. Further, the Department will be purchasing training firearms that are equipped in the same manner as the duty weapons, which will enhance the Department's training capabilities. The purchase of the firearms, training firearms, and associated equipment will be through GT Distributors Inc. through a cooperative purchase agreement with BuyBoard in the amount of \$123,246.78.

BuyBoard: 698-23

Account: 1012001-61030

**OPTIONS:**

- 1) Approve the Minute Order
- 2) Deny the Minute Order

**RECOMMENDATION:**

Approve the Minute Order

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

City Council approved the allocation of funding for the purchase of firearms, training firearms, and associated equipment for FY23-24

**FISCAL IMPACT:**

\$123,246.78 from account 1012001-61030

**STAFF CONTACT:**

Tim Mabry  
Lieutenant  
[tmabry@burlesontx.com](mailto:tmabry@burlesontx.com)  
817-426-9883



# Burleson Police Department

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GT Distributors, Inc., November 13, 2023

Lieutenant Tim Mabry



# Duty Firearms and Training Firearms

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- The Burleson Police Department replaces all existing firearms every 10 years.
- During the current replacement cycle, the Department is transitioning from .40 caliber to 9mm firearms.
- The new firearms will also be equipped with red dot sights and lights and all officers will be issued a standardized duty holster. Further, the Department will be purchasing training firearms that are equipped in the same manner as the duty weapons, which will enhance the Department's training capabilities.
- The purchase of the firearms, training firearms, and associated equipment will be through GT Distributors Inc., through a cooperative purchase agreement with BuyBoard in the amount of \$123,246.78.
- Council approved funding for this initiative on September 18, 2023 with the adoption of the FY23-24 budget.
- The purchase amount does not include the anticipated \$24,255.00 for the buyback of 90 firearms at \$269.50 each from GT Distributors, Inc.
- BuyBoard: 698-23
- Account: 1012001-61030

# Options and Recommendation

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## Options

- Approve the Minute Order
- Deny the Minute Order

Burleson Police Department's Recommendation is to approve the minute order.

# Questions / Comments

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GT Distributors - Austin  
1124 New Meister Ln., Ste 100  
Pflugerville TX 78660  
(512) 451-8298 Ext. 0000

Quote	QTE0169487
Date	10/23/2023
Page:	1

**Bill To:**

Burleson Police Dept  
Attn: Accounts Payable  
141 W. Renfro St.  
Burleson TX 76028

**Ship To:**

Burleson Police Dept  
1161 SW Wilshire  
Attn: Sgt. Brandon Glass  
PO #: 224436  
Burleson TX 76028

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
G45 508T	005109	MPH	FACTORY DIRECT	NET 30	0/0/0000	2,722,819

Quantity	Item Number	Description	UOM	Unit Price	Ext. Price
1	NOTES:	Notes:  Quotation reflects BuyBoard Contract 698-23. Contract period 4/1/23-3/31/24. Email BuyBoard PO's to info@buyboard.com	EA	\$0.00	\$0.00
100	GLOCK-PA455S302MO	G45MOS5 - Holosun 508T Red - AG BOTF/NTI	EA	\$781.32	\$78,132.00
100	SAF-6362RDS-2832-48	Suggested Agency Price \$791.32 Safariland 6362RDS Holster G19/G45 STX Bas	EA	\$145.95	\$14,595.00
100	STL-69260*	LH IS SAF-6362RDS-2832-482* Please Specify RH/LH 2023 MSRP \$208.50 -30% BUYBOARD DISCOUNT Streamlight TLR-1 HL Rail Mounted Tac Light 1	EA	\$128.90	\$12,890.00
100	SAF-QUICK-KIT1-2*	2023 MSRP \$292.96 -56% BUYBORD Safariland Qls 19, Qls 22 and Hardware MLS  1 Fork & 1 Receiver Plate 2023 MSRP \$34.00 -30% BUYBOARD DISCOUNT	PR	\$23.80	\$2,380.00

QUOTE IS GOOD FOR 30 DAYS. IN ORDER TO RECEIVE QUOTED PRICE  
PLEASE PRESENT A COPY OF QUOTE AT POINT OF SALE IN STORES OR  
REFERENCE QUOTE NUMBER ON PO OR REQUISITION

Your salesperson is Michael Hunter. Thank You.

Subtotal	\$107,997.00
Misc	\$0.00
Tax	\$0.00
Freight	\$199.99
Total	\$108,197.00





GT Distributors - Austin  
1124 New Meister Ln., Ste 100  
Pflugerville TX 78660  
(512) 451-8298 Ext. 0000

Quote	QTE0169681
Date	10/23/2023
Page:	1

**Bill To:**

Burleson Police Dept  
1161 SW Wilshire Blvd  
Burleson TX 76028

**Ship To:**

Burleson Police Dept  
1161 SW Wilshire  
Attn: Sgt. Brandon Glass  
PO #: 224436  
Burleson TX 76028

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
G45TMOS	005109	MPH	FACTORY DIRECT	NET 30	0/0/0000	2,724,182

Quantity	Item Number	Description	UOM	Unit Price	Ext. Price
20	GLOCK-UA455ST202M	GLOCK 45T UTM FS MOS FXD 5.5lb LE	Each	\$454.00	\$9,080.00
		SUGGESTED AGENCY PRICE \$459.00			
20	HOLO-HE508T-RD-X2-L	Holosun HE508T-RD X2 Reflex Optic Red	EA	\$295.99	\$5,919.80
		MSRP \$ 435.28 -32% BUYBOARD DISCOUNT			
1	NOTES:	Notes:	EA	\$0.00	\$0.00
		Expect 90-120 days for delivery on Glock handguns			
1	NOTES:	Notes:	EA	\$0.00	\$0.00
		Quotation reflects BuyBoard Contract 698-23. Contract period 4/1/23-3/31/24. Email BuyBoard PO's to info@buyboard.com			

QUOTE IS GOOD FOR 30 DAYS. IN ORDER TO RECEIVE QUOTED PRICE  
PLEASE PRESENT A COPY OF QUOTE AT POINT OF SALE IN STORES OR  
REFERENCE QUOTE NUMBER ON PO OR REQUISITION

Your salesperson is Michael Hunter. Thank You.

Subtotal	\$14,999.80
Misc	\$0.00
Tax	\$0.00
Freight	\$49.99
Total	\$15,049.79

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

## OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:  
2023-1084053

Date Filed:  
10/16/2023

Date Acknowledged:

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

G T DISTRIBUTORS, INC.  
PFLUGERVILLE, TX United States

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

BURLESON POLICE DEPARTMENT

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.

10022023  
GLOCK TRADE

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



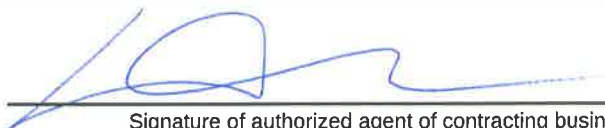
### 6 UNSWORN DECLARATION

My name is DAVID CURTIS, and my date of birth is 03/11/1983.

My address is 1124 NEW MEISTER LN., STE 100, PFLUGERVILLE, TX, 78660, USA.  
(street) (city) (state) (zip code) (country)

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

Executed in TRAVIS County, State of TEXAS, on the 17 day of OCTOBER, 2023.  
(month) (year)

  
Signature of authorized agent of contracting business entity  
(Declarant)

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## City Council Regular Meeting

**DEPARTMENT:** City Manager's Office

**FROM:** Justin Scharnhorst, Assistant to the City Manager

**MEETING:** November 13, 2023

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**SUBJECT:**

Consider approval of an amendment to CSO#3075-09-2022 wrecker contracts with Beard's Towing serving as an approved operator in the city of Burleson's rotation pursuant to ordinance B-678. (*Staff Contact: Justin Scharnhorst, Assistant to the City Manager*)

**SUMMARY:**

On June 1, 2002, the Burleson City Council adopted Ordinance B-678, which authorized the city to contract with one or more wrecker service companies for certain tows. This service is primarily used for tows initiated by the Fire and Police Department when responding to wrecks, non-serviceable vehicles, and stranded vehicles under the department's standard operating procedures. Vehicles that are towed as a result of this contract are paid by the owner or possessor of the vehicle, not at the city's expense. This contract establishes a rotation in which dispatch will initiate a call to a tow company on a rotation basis, as needed. The State of Texas Department of Licensing and Regulation (TDLR) stipulates requirements and fees that companies can charge for certain tows. All licensing, inspection, and fees imposed by the approved companies on the rotation must comply with all applicable standards set forth by TDLR.

City staff issued an RFP on July 8 and closed responses on July 27, 2022. Fire, Police, and Public Works evaluated the responses and recommended a two-company rotation with B&W Wrecker and Beard's towing. Both businesses have locations in Burleson, a requirement of the RFP. Currently, the city uses both operators on a rotation. The purpose of this process was to update the existing process and put a five-year agreement in place with an approved rotation. During the term of this agreement, the approved rotation is fixed, meaning if another business were to open in Burleson and meet the minimum requirements, they would not be able to participate unless this contract is rebid.

Through the first year of the newly implemented contract staff discovered the need to make additions to the contract that put further restrictions on how and when a hauler can pass on a call. Currently, there are not repercussions for an approved hauler to not pick up a call for service. The chief purpose of this exercise is to add leverage to the contract, further providing clarity on the city's expectations in terms of approved haulers picking up calls.

**OPTIONS:**

- 1) Approve amendments as presented
- 2) Approve amendment with modifications as specified by city council
- 3) Deny amendments as presented

**RECOMMENDATION:**

Approve the contract amendment.

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

June 1, 2002 adopting ordinance B-678  
September 19, 2022

**FISCAL IMPACT:**

N/A

**STAFF CONTACT:**

Name: Justin Scharnhorst  
Title: Assistant to the City Manager  
[jscharnhorst@burlesontx.com](mailto:jscharnhorst@burlesontx.com)  
817-426-9646





# Wrecker Service

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November 13, 2023

# Background

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- City Ordinance was adopted in 2002 that authorized the city to have the right to contract with one or more wrecker service companies for towing services.
- Historically the city has used a rotation with two vendors. The rotation is used equitably meaning that once an operator is used, the next call goes to the next operator in the rotation.
- Staff issued an RFP in 2021 that was aimed to create a transparent contract process since this service is exempt from state procurement requirements. The RFP was viewed by five plan rooms and three operators and has a five-year term with the option to cancel with 30 days' notice.
- Facility conditions, licensing, fees, and regulations are governed by the State of Texas and are part of this agreement.

# Amending the Contract

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- Staff is proposing to amend the existing agreement to quantify and further enhance the performance of the contract as it relates to operators passing calls:
  - Declining a call means that an operator received notification of services but does not accept or wish to be dispatched.
  - Disregarding a call means that an operator received the dispatch but fails to arrive.
- The amendment stipulates performance measures that will hold each operator equally accountable.
- Operators will be allowed up to 5 declines or disregarded calls during a 30-calendar day period
  - On average, there are 109 calls per month.
- Disciplinary action includes failure to meet the required performance standards stipulated in the written performance improvement plans, suspension or up to termination.
- Both firms are agreeable to the proposed amendment.

# Options

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- Approve an amendment to CSO #3074-09-2022 #3075-09-2022 wrecker contracts with Beard's Towing and B&W Wrecker
- Deny the amendment



**WRECKER AGREEMENT BETWEEN  
THE CITY OF BURLESON**

This Agreement is entered into by and between the City of Burleson, Texas, a home rule municipal corporation located in Tarrant County and Johnson County, Texas, hereinafter called "City," acting by and through its duly authorized City Manager, Tommy Ludwig, and \_\_\_\_\_, a Texas \_\_\_\_\_, hereinafter called "Operator" acting by and through its duly authorized owner(s),\_\_\_\_\_.

**WHEREAS**, the City of Burleson heretofore adopted Ordinances Numbers B-678 and 738 providing for regulations applicable to certain wrecker and towing services within the City of Burleson; and

**WHEREAS**, pursuant to Ordinances Numbers B-678 and 738, the City Council deems it in the best interests of the citizens of Burleson to enter into an agreement for the providing of wrecker services where needed pursuant to the exercise of the City's police and governmental powers.

**NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:**

**I.**

**SCOPE**

The City hereby contracts with Operator for the providing of emergency and non-emergency wrecker service requested by the City. Operator agrees to provide wrecker service pulls called by police authority to be towed to a designated impound area, such as illegally parked, inoperable or disabled vehicles, abandoned vehicles, vehicles involved in accidents where the owner is not able to request a wrecker and in situations where the vehicle driver is hospitalized or incarcerated.

**II.**

**TERM**

This Agreement shall be for a term of five years commencing on date the agreement becomes fully executed. Provided Operator is in compliance with the provisions of this Agreement. Notwithstanding the above, either party may cancel this Agreement upon 30 days written notice to the other party.

### **III.**

#### **PRIMARY WRECKER SERVICE**

During the term of this Agreement and so long as Operator shall not be in default of any of its obligations hereunder, Operator shall be entitled to serve as a towing and storage provider for the towing and storage of motor vehicles requested by the City. The City shall utilize Operator, together with other operators awarded a contract with the City, on a rotation basis for requested police tows except in emergency situations or in situations requiring equipment, personnel or storage facilities that cannot be promptly provided by Operator, as determined by the City. The decision of whether to use additional wrecker services in emergency situations shall be made by the City's Police Chief or his/her designated representative in their sole discretion. In the event that Operator is unable to provide wrecker service as requested by the City, Operator shall immediately advise the Police Department in order that additional wrecker service may be procured. The City reserves the right to limit the number of operators in the approved rotation as determined to be in the City's best interest.

### **III.**

#### **OPERATOR'S OBLIGATIONS**

In performing services under this Agreement, Operator agrees to comply with the following obligations:

A. Operator agrees to:

1. Operate wreckers and towed vehicles in a safe and secure manner;
2. respond to calls for wrecker service, 24 hours a day, seven days a week, within 30 minutes from request for service within the City and 35 minutes within a 10-mile radius, if called outside the City limits; and
3. Tow vehicles in compliance with the following:
  - a. Police and fire directed tows will be taken to the storage facility, or any other location as specified by the officer in charge.
  - b. All charges for wrecker service will be in accordance with contract rates.
4. The course of disciplinary action shall be up to the city, including written notices, suspension, and/or termination of contract.
  - a. Operators will be allowed up to 5 declines, or disregard calls during a thirty (30) calendar day period. The term, "decline" shall mean the operator received notification of service, but does not accept or wish to be dispatched. The term "disregard" shall mean the operator accepts the dispatch but fails to arrive on the scene.

Operator will not tow a vehicle when requested by the Police Department, unless there is a representative of the City at the scene. The City reserves the right, at the request of the Police Department or Fire Department to cancel any wrecker call prior to the driver hooking into the vehicle.

B. Operator agrees not to recommend an owner use a particular body shop or garage.

Towing equipment and vehicles will not contain advertisements for or make reference to

body shops and/or garages.

C. Operator shall not subcontract, sublet, or transfer any rights, responsibilities or duties under terms of this Agreement without the written approval of the City.

D. Throughout the term of this Agreement, Operator agrees that it shall:

1. Maintain in good standing, without any reduction in scope or authority, its certificates of convenience and necessity as issued by the Texas Department of Transportation and the United States Interstate Commerce Commission and shall maintain all other licenses, permits, certifications and approvals pursuant to state and federal regulations for the operation of its wrecker business, facility and equipment;
2. Employ and maintain a sufficient number of personnel to provide a minimum service of one wrecker unit at the time of a call for service; and
3. Keep all information required by this Agreement to be provided to the City updated and current.

E. Operator must maintain a storage facility within the City limits of Burleson during the of term of this agreement.

## **V.**

### **EQUIPMENT**

A. Operator agrees to provide at least one wrecker vehicle at least a ton and ½ in size and with the following equipment:

1. Each wrecker shall be equipped with a power or hand-operated winch line and boom or lifting device with a factory capacity of not less than 8,000 pounds single capacity hydraulic power.
2. Each wrecker shall carry as standard equipment safety chains, a fire extinguisher, wrecking bar, broom, axe, shovel, either flares or traffic control reflectors, a wheel dolly and a container to carry debris.
3. Each wrecker shall have inscribed on each side in letters not less than three inches in height the name, address and telephone number of the wrecker business.
4. Each wrecker shall be equipped so as to provide two-way voice communication by mobile telephone or radio with the Operator's base station at all times.

5. Each wrecker shall be equipped with overhead flashing emergency lights, visible from 1,000 feet.

**B. Operator shall:**

1. Provide a trailer, tilt-bed vehicle or other similar vehicle capable of handling the safe movement of motorcycles, front-wheel drive vehicles, and large vehicle component parts;
2. Provide or have immediate access to at least one wrecker capable of towing a tractor trailer or larger vehicle (Operator may satisfy this requirement by contractor with another business which provides such a wrecker. Operator shall provide proof of ability to access such a vehicle, i.e. by providing a copy of such a contract to City's Purchasing Manager);
3. Maintain all vehicles and equipment in a good working condition, subject only to replacement thereof in the normal course of business, in substantially equivalent form; and
4. Have ready access to sand or equivalent absorbing material to be used to soak up fluid spills at accident scenes of 25 gallons or less, if called to the scene of an accident; and
5. Completely remove from the street all debris, including broken glass, before leaving the accident site.

**VI.  
STORAGE FACILITIES**

- A. Operator shall take all vehicles towed pursuant to this Agreement to the Operator's storage facility, or to such location as directed by the City or as Operator and the vehicle owner may agree to. Operator shall maintain its storage facility in compliance with all applicable state laws and city ordinances and in a proper condition and state of repair, without the accumulation of vegetation, litter, trash and debris. Operator shall store and maintain all vehicles and/or vehicle parts in a neat and presentable condition and secured from unlawful tampering and vandalism.
- B. The storage facility must contain space for at least 10 vehicles
- C. All storage facilities operated by Operator shall comply with all legal requirements under law, including but not limited to Chapter 2303 of the Texas Occupations Code and Chapters 85 and 86 of Part 4, Title 16, of the Texas Administrative Code, and all storage facilities shall be operated as follows:
  1. Operator will pay the "VSF" (Vehicle Sales Fee) Application fee annually and will renew its license in accordance with the law.
  2. Storage facilities shall be completely enclosed by a fence at least six feet high with a gate, which is locked at all times, when the Operator or Operator's agent or employee is not at the storage lot.



3. Operator must pay for storage facility utilities and provide security for the pound and its contents.
4. No vehicle may be stored or kept at a licensed storage facility unless it is kept inside the fenced or enclosed area at all times.
5. No vehicle storage facility shall permit any tow truck that is not registered in accordance with all legal requirements, including under Texas Occupations Code, Chapter 2308, to enter onto the grounds of the facility.
6. Operator shall prohibit the possession or consumption of alcoholic beverages and/or illegal drugs on the storage facility premises at all times.

D. Operator shall ensure that the storage facility shall:

1. Maintain illumination levels adequate for nighttime release of vehicles. The term "adequate" shall mean sufficient to allow inspection of a vehicle for damage at the time of release. At a minimum, there must be one lighting fixture containing at least a 250-watt element for each<sup>1</sup>/<sub>4</sub> acre of storage area;
2. Have a clearly visible and readable sign at its main entrance. The sign shall have letters at least two inches in height, with contrasting background, shall be visible at 10 feet, and shall contain the following information:
  - a. the registered name of the storage facility, as it appears on the vehicle storage facility license;
  - b. street address;
  - c. the telephone number for the owner to contact in order to obtain release of the vehicle;
  - d. the facility's hours, within one hour of which vehicles will be released to vehicle owners; and
  - e. the storage facility's state license number preceded by the phrase "VSF License Number";
3. Have a sign setting out the per diem charge for storage and all other fees, which may be charged by the storage facility, including notification and impoundment fees. This sign shall be located so it is clearly visible to a vehicle owner prior to paying the fees, with letters at least one inch in height, and a contrasting background;

4. Have a sign describing the instruments that may be presented by the vehicle owner or his/her authorized representative to obtain possession of the vehicle. This sign shall list all instruments as described in Chapter 85 of Part 4, Title 16, of the Texas Administrative Code. This sign shall be located so it is clearly visible to a vehicle owner at the place of payment, with letters at least one inch in height, and a contrasting background; and
5. Prominently display a sign notifying consumers and service recipients of the name, mailing address, and telephone number of the department for purposes of directing complaints regarding the vehicle storage facility to the Texas Department of Licensing and Regulation in accordance Chapter 85 of Part 4, Title 16, of the Texas Administrative Code.

(Operator may combine the signs described above, provided that the combination sign meets the requirements of each of the separate signs.)

- E. Operator shall maintain an office at its Storage Facility from 8 a.m. until 5 p.m., Monday through Friday (normal business hours). After hours, (hours between 5:01 p.m., Friday until 7:59 a.m., Monday) release of vehicles will be made within one hour after notice.

## **VII. FEES**

- A. Unless otherwise agreed to in writing by the City, all fees charged by Operator for services for towing and impounding vehicles shall not exceed the fees set forth in Exhibit "A", attached hereto and incorporated herein. Upon payment of the charges set out herein, the Operator Shall release a towed vehicle to the owner thereof. No additional charges for calls or service in the City shall be made unless agreed to in, writing by the City.
- B. For consent tows, Operator and owner or operator shall work out their own price and the City shall not be responsible for supervision of this charge.
- C. Operator shall provide pick-up or towing services for police City vehicles within Tarrant or Johnson County at no charge to the City.
- D. Operator shall provide storage at no cost to the City for vehicles that are forfeited to the City pursuant to state or federal forfeiture laws. In those cases where the court awards the vehicle back to an owner, no storage fees will be charged for the period of time from the date of the tow to the date the vehicle is awarded by the court back to the owner. Operator may collect fees for storage after the date of the court order and other reasonable fees and towing charges.
- E. Operator agrees to negotiate fees it is owed if the City experiences exigent circumstances.
- F. The City shall not be responsible for any towing or storage fees for vehicles not owned by the City. Operator shall collect these fees directly from the owner or operator of the vehicle. In the event the owner or operator fails or refuses to pay applicable fees,

Operator may recoup its costs through the sale of the vehicle at public auction or in any other manner permitted by state law.

## **VIII.**

### **RESPONSIBILITY FOR VEHICLES; INVENTORY**

- A. Operator shall be responsible for all vehicles that are towed and any contents or personal property in those vehicles while they are in Operator's custody.
- B. Operator shall prepare and keep an inventory of all vehicles and the personal property within any towed vehicle or shall acknowledge the accuracy of any inventory prepared by a City police officer.

## **IX.**

### **INDEPENDENT OPERATOR**

The parties agree that Operator shall operate hereunder as an independent Operator as to all rights and privileges granted herein and not as an agent, representative, servant or employee of the City; that Operator shall be solely responsible for the acts and omissions of its officers, agents, Operators, Sub-Operators, servants and employees, and nothing herein shall be construed as creating a partnership or joint enterprise between the City and Operator.

## **X.**

### **INSURANCE**

Insurance: The Proposer, consistent with its status as an independent contractor, shall carry, and shall require any of its subcontractors to carry, at least the following insurance in such form, with such companies, and in such amounts (unless otherwise specified) as City may require:

1. Worker's Compensation and Employer's Liability insurance, including All States Endorsement, to the extent required by federal law and complying with the laws of the State of Texas;
2. Commercial General Liability insurance, including Blanket Contractual Liability, Broad Form Property Damage, Personal Injury, Completed Operations/Products Liability, Premises Liability, Medical Payments, Interest of Employees as additional insureds, and Broad Form General Liability Endorsements, for at least One Million Dollars (\$1,000,000) Combined Single Limit Bodily Injury and Property Damage on an occurrence basis;
3. Comprehensive Automobile Liability insurance covering all owned, non-owned or hired automobiles to be used by the Contractor, with combined coverage for at least One Million Dollars (\$1,000,000) Combined Single Limit Bodily Injury and Property Damage. The garage keepers liability insurance or tow truck cargo insurance, whichever

is maintained must provide limits of liability for any one loss of not less than fifty thousand dollars (\$50,000).

4. Contractor shall cause the City, its officers and employees to be named as additional insureds on such insurance policies. A copy of all such insurance policies shall be filed with the Purchasing Manager. Such insurance policies shall provide for 30 days' notice to the City of termination or change in coverage.

## **XI. INSPECTION**

City employees and officials shall have the right of entry at reasonable times to inventory and inspect vehicles pulled at the direction of the City. Upon request, Operator shall be entitled to a copy of any inventory so taken.

## **XII. RECORDS AND ADMINISTRATIVE FORMS**

- A. Operator shall prepare and issue in a proper and timely manner all necessary notices and forms required under applicable laws and ordinances, including, without limitation, the Texas Litter Abatement Act, the Texas Abandoned Motor Vehicle Act, and Chapter 2303, Texas Occupations Code, and the Texas Transportation Code, to provide adequate notification to owners and lienholders of motor vehicles which are towed and impounded and any attendant auction and sale of unclaimed or abandoned motor vehicles.
- B. Operator shall obtain a written authorization from the Police Department prior to the release of any vehicle towed at the request of the Police Department.
- C. Operator shall maintain accurate and proper documentation of all fees incurred and notices sent for purposes of verifying the accuracy of any fees charged and procedures implemented.
- D. Operator shall submit to the City's Police Department, a weekly activity report related to Operator's operations pursuant to this Agreement during the previous week. Operator shall submit each such report by 5:00 p.m. the Monday of the week following for which the report is submitted. This report shall contain, at a minimum, the following information:
  1. Number and listing of vehicles towed.
  2. Number and listing of vehicles released.
  3. Number and listing of vehicles currently in custody.
  4. Length of impoundment of vehicles.



5. Any disposition of vehicles not released to the owner.
  6. Such other information that may be required by the Police Chief.
- E. Operator must maintain written documentation regarding its operations for a period of two years from the date such operations occurred in accordance with Chapters 85 and 86 of Part 4, Title 16, of the Texas Administrative Code.
- F. Operator shall keep written records on each vehicle kept or stored at the vehicle storage facility containing:
1. the year, make, model, color, correct license plate number, state issuing the license, and correct vehicle identification number of the vehicle;
  2. the date, time, and location from which the vehicle was towed, and name of person who authorized the tow;
  3. the name of the tow truck driver, the name of the company that towed the vehicle, and the license plate numbers of the plates issued to the tow truck under the Texas Transportation Code;
  4. the date the vehicle was released, the name of the individual to whom the vehicle was released, and the type of identification (Texas driver's license or other state or federally issued photo identification), and identification number provided by the individual to whom the vehicle was released;
  5. the date of any vehicle transfer, and the address of the location to which it was transferred along with the name of the towing company and tow truck driver who made the transfer;
  6. a copy of any certificate of title issued after the vehicle came into the possession of the vehicle storage facility, any certificate of authority to demolish, any police auction sales receipt, or any transfer document issued by the State of Texas for the vehicle if vehicle ownership has been transferred due to any action of the vehicle storage facility, or if the vehicle has been disposed of or
  7. all amounts received at the time the vehicle was released, including the specific nature of each charge.
- G. Operator shall provide a computer service or other type of service to get information from the State on titles, ownership, etc.

### **XIII. AUCTIONS**

- A. Operator will be responsible for storage facility vehicle auctions, and will supply the Police Department with a list of vehicles to be auctioned for written approval prior to any auction.
- B. Operator shall notify the vehicle owner and all recorded lienholders of the proposed disposal of the vehicle in accordance with all applicable laws, including but not limited to the Texas Administrative Code, the Texas Property Code, the Texas Transportation Code, and the Texas Occupations Code concerning notification.
- C. Operator shall keep under its care and custody complete and accurate records of any vehicle disposed of as required by law. These records shall include, but are not limited to:
  - 1. a copy of the VTR-265VSF form completed by the vehicle storage facility operator and provided to the vehicle buyer; and
  - 2. copies of all notifications issued to the vehicle owner and all recorded lienholders, regardless of whether the notifications were mailed or published.

### **XIV. RELEASE AND INDEMNIFICATION**

#### **A. Release.**

**OPERATOR, ITS PREDECESSORS, SUCCESSORS AND ASSIGNS HEREBY RELEASE, RELINQUISH, AND DISCHARGE THE CITY, ITS PREDECESSORS, SUCCESSORS, ASSIGNS, LEGAL REPRESENTATIVES, AND ITS FORMER, PRESENT, AND FUTURE AGENTS, EMPLOYEES, AND OFFICERS FROM ANY LIABILITY ARISING OUT OF THE SOLE AND/OR CONCURRENT NEGLIGENCE OF THE CITY FOR ANY INJURY, INCLUDING DEATH OR DAMAGE TO PERSONS OR PROPERTY WHERE SUCH DAMAGE IS SUSTAINED IN CONNECTION WITH OR ARISING OUT OF THE WORK PERFORMED UNDER THIS AGREEMENT.**

#### **B. Indemnification.**

**OPERATOR 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 OPERATOR AS WELL AS ANY NEGLIGENT OMISSION, ACT OR ERROR OF OPERATOR , ITS OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND INVITEES, OR OTHER PERSONS FOR WHOM OPERATOR 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 OPERATOR 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 OPERATOR 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 OPERATOR.**

**OPERATOR 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 OPERATOR UNLESS OPERATOR HAS OBTAINED WRITTEN PERMISSION FROM THE COPYRIGHT OR TRADEMARK HOLDER AS REQUIRED BY LAW, SUBJECT ALSO TO CITY'S CONSENT. OPERATOR 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. OPERATOR 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 OPERATOR OR FOR WHOM OPERATOR IS LEGALLY LIABLE.**

## **XV.**

### **PERSONNEL**

- A. Operator's employees shall not imply that they are employees of the City of Burleson.
- B. Operator agrees to be responsible for its personnel and to maintain the required standards. Operator agrees to maintain a comprehensive personnel file for each employee, both past and present, who operates a wrecker under this Agreement, and to provide the City with list of each employee.
- C. Operator shall ensure that its personnel are competent to handle people under stressful situations and courteous to the public. Operator shall ensure that the dress and appearance of all personnel is professional.
- D. Operator shall ensure that wrecker drivers responding to, or on site of a police call for service, shall not be under the influence, in possession of, or consuming alcohol or illegal drugs.

**XVI.**

**DEFAULT**

- A. In the event that Operator should breach any of the terms or conditions of this Agreement or should otherwise be in default of any of its obligations pursuant to this Agreement, the City shall have the right to terminate this Agreement as provided herein. Upon the occurrence of any event of default, the City shall provide 30 days written notice to Operator of the default. In the event that Operator fails or refuses to cure the conditions of default within said 30-day period, the City may, in writing, immediately declare this Agreement terminated.
- B. No waiver by the City of any default in the obligations of the Operator hereunder shall constitute in any form an estoppel of the City from at any time asserting or reasserting any such default, it being clearly understood and agreed by the parties hereto that no such waiver or estoppel shall occur except by written agreement duly authorized and signed by the City Manager.

**XVII.**

**NOTICES**

Notices required to be delivered pursuant to this Agreement shall be sufficient if personally delivered or sent by certified mail in the United States Mail, postage pre-paid to the appropriate party at the following address:

If to City:      City of Burleson  
                     141 West Renfro  
                     Burleson, Texas 76028  
                     Attention: City Manager

If to Operator: \_\_\_\_\_  
                                 \_\_\_\_\_  
                                 \_\_\_\_\_

**XVIII.**  
**STATE REGULATIONS**

Operator agrees that it will comply with any valid and applicable state law, rule, or regulation, including the provisions of the Texas Towing and Booting Act, Chapter 2308 Texas Occupations Code. No provision of this Agreement shall be construed to obligate the Operator to violate state law or any valid and applicable rule or regulation adopted thereunder.

**XIX.**  
**CERTIFICATIONS**

Operator acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate:

- 1) Pursuant to Section 2271.002 of the Texas Government Code, Operator 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. Operator acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
- 2) Pursuant to SB 13, 87th Texas Legislature, Operator 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. Operator acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
- 3) Pursuant to SB 19, 87th Texas Legislature, Operator 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. Operator acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
- 4) Pursuant to Subchapter F, Chapter 2252, Texas Government Code, Operator certifies Operator (1) is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Operator acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

**XX.**  
**MISCELLANEOUS**

- A. This Agreement constitutes the entire agreement between the parties and may not be modified or amended except by written agreement signed by the parties hereto.
- B. Should any action, whether real or asserted, at law or in equity, arise out of the execution, performance or nonperformance of this Agreement, venue for said action shall be in Johnson County, Texas.
- C. This Agreement shall not be construed against the drafting party.



- D. It is expressly agreed by the parties that this Agreement is for the sole benefit of the parties hereto and shall not be construed or deemed made for the benefit of any third party.
- E. Operator may not assign this Agreement without the written consent of City.
- F. Operator 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.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**OPERATOR**

**CITY OF BURLESON**

By: \_\_\_\_\_

By: \_\_\_\_\_  
Bryan Langley, City Manager

ATTEST:

ATTEST:

\_\_\_\_\_  
Notary Public in and for  
the State of Texas

\_\_\_\_\_  
City Secretary

\_\_\_\_\_  
Typed/Printed Name of Notary Public  
My Commission Expires: \_\_\_\_\_

## Exhibit A

DESCRIPTION	UOM	UNIT PRICE
1. Price for all <b>privately owned</b> passenger automobiles, ambulances, limousines, and all other vehicles having a rated capacity of <b>10,000 GVW or less</b> , including motorcycles, towed to any storage facility within the city limits of Burleson or to Vendor's storage facility, by request of the owner or the Burleson Police Department (unit price shall include all mileage, hook-up and disconnect fees)	EA	\$
2. Price for all <b>privately owned</b> vehicles having a rated capacity <b>from 10,001-39,999 GVW</b> towed to any storage facility within the city limits of Burleson or to Vendor's storage facility, by request of the owner or City Police Dept (unit price shall include all mileage, hook-up and disconnect fees)	EA	See Attached Schedule
3. Price for all <b>privately owned</b> vehicles having a rated capacity <b>of 40,000 GVW or greater</b> towed to any storage facility within the city limits of Burleson or to Vendor's storage facility, by request of the owner or City Police Dept (unit price shall include all mileage, hook-up and disconnect fees)	EA	See Attached Schedule
4. At the Police Department's request, price for <b>privately owned</b> vehicles having a rated capacity of <b>10,000 GVW or less</b> , towed to the Burleson Police Dept located at 1161 SW Wilshire, for <b>evidence processing</b> <u>with subsequent towing</u> of the same vehicle to Vendor's storage facility or some other location within the City of Burleson as designated by the City Police Dept (unit price shall include all mileage, hook-up and disconnect fees)	EA	No Charge to City
5. Price for winching or off-road recovery	HR	\$
6. Price for the use of dollies or flat bed	EA	\$
7. Price for up-righting an overturned vehicle	EA	\$
8. Price for installing or uninstalling wheel lock boot (per call out)	EA	\$
9. Price for high water recovery (knee-deep or higher)	EA	\$
10. Price for privately-owned vehicles, having a rated capacity of <b>10,000 GVW or less</b> , stored at Vendor's secured storage facility, by request of the Police Dept	Per day	\$
11. Price for privately-owned vehicles, having a rated capacity of <b>over 10,000 GVW</b> , stored at Vendor's secured storage facility, by request of the Police Dept	Per day	\$
12. Price for all <b>City</b> owned vehicles towed to the City of Burleson Fleet Services Dept, located at 725 SE John Jones (unit price shall include all mileage, hook-up and disconnect fees)	EA	No Charge

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

## OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:  
2023-1087598

Date Filed:  
10/25/2023

Date Acknowledged:

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

JDB Towing, LLC dba Beard's Towing  
Burleson, TX United States

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

City of Burleson

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

RFP 2022-004  
Wrecker Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

**5 Check only if there is NO Interested Party.**



**6 UNSWORN DECLARATION**

My name is James D Bennett Jr, and my date of birth is

My address is 1653 Houston Rd., Burleson, TX, 76028, USA.  
(street) (city) (state) (zip code) (country)

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

Executed in Johnson County, State of Texas, on the 25 day of October, 2023.  
(month) (year)

Signature of authorized agent of contracting business entity  
(Declarant)

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## City Council Regular Meeting

**DEPARTMENT:** City Manager's Office

**FROM:** Justin Scharnhorst, Assistant to the City Manager

**MEETING:** November 13, 2023

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**SUBJECT:**

Consider approval of an amendment to CSO#3074-09-2022 wrecker contracts with B&W Wrecker serving as an approved operator in the city of Burleson's rotation pursuant to ordinance B-678. (*Staff Contact: Justin Scharnhorst, Assistant to the City Manager*)

**SUMMARY:**

On June 1, 2002, the Burleson City Council adopted Ordinance B-67B, which authorized the city to contract with one or more wrecker service companies for certain tows. This service is primarily used for tows initiated by the Fire and Police Department when responding to wrecks, non-serviceable vehicles, and stranded vehicles under the department's standard operating procedures. Vehicles that are towed as a result of this contract are paid by the owner or possessor of the vehicle, not at the city's expense. This contract establishes a rotation in which dispatch will initiate a call to a tow company on a rotation basis, as needed. The State of Texas Department of Licensing and Regulation (TDLR) stipulates requirements and fees that companies can charge for certain tows. All licensing, inspection, and fees imposed by the approved companies on the rotation must comply with all applicable standards set forth by TDLR.

City staff issued an RFP on July 8 and closed responses on July 27, 2022. Fire, Police, and Public Works evaluated the responses and recommended a two-company rotation with B&W Wrecker and Beard's towing. Both businesses have locations in Burleson, a requirement of the RFP. Currently, the city uses both operators on a rotation. The purpose of this process was to update the existing process and put a five-year agreement in place with an approved rotation. During the term of this agreement, the approved rotation is fixed, meaning if another business were to open in Burleson and meet the minimum requirements, they would not be able to participate unless this contract is rebid.

Through the first year of the newly implemented contract staff discovered the need to make additions to the contract that put further restrictions on how and when a hauler can pass on a call. Currently, there are not repercussions for an approved hauler to not pick up a call for service. The chief purpose of this exercise is to add leverage to the contract, further providing clarity on the city's expectations in terms of approved haulers picking up calls.

**OPTIONS:**

- 1) Example: Approve the amendment as presented
- 2) Example: Approve with changes
- 3) Example: Deny

**RECOMMENDATION:**

Approve the contract amendment.

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

June 1, 2002 adopting ordinance B-67B  
September 19, 2022

**FISCAL IMPACT:**

N/A

**STAFF CONTACT:**

Name: Justin Scharnhorst  
Title: Assistant to the City Manager  
[jscharnhorst@burlesontx.com](mailto:jscharnhorst@burlesontx.com)  
817-426-9646





# Wrecker Service

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November 13, 2023

# Background

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- City Ordinance was adopted in 2002 that authorized the city to have the right to contract with one or more wrecker service companies for towing services.
- Historically the city has used a rotation with two vendors. The rotation is used equitably meaning that once an operator is used, the next call goes to the next operator in the rotation.
- Staff issued an RFP in 2021 that was aimed to create a transparent contract process since this service is exempt from state procurement requirements. The RFP was viewed by five plan rooms and three operators and has a five-year term with the option to cancel with 30 days' notice.
- Facility conditions, licensing, fees, and regulations are governed by the State of Texas and are part of this agreement.

# Amending the Contract

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- Staff is proposing to amend the existing agreement to quantify and further enhance the performance of the contract as it relates to operators passing calls:
  - Declining a call means that an operator received notification of services but does not accept or wish to be dispatched.
  - Disregarding a call means that an operator received the dispatch but fails to arrive.
- The amendment stipulates performance measures that will hold each operator equally accountable.
- Operators will be allowed up to 5 declines or disregarded calls during a 30-calendar day period
  - On average, there are 109 calls per month.
- Disciplinary action includes failure to meet the required performance standards stipulated in the written performance improvement plans, suspension or up to termination.
- Both firms are agreeable to the proposed amendment.

# Options

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- Approve an amendment to CSO #3074-09-2022 #3075-09-2022 wrecker contracts with Beard's Towing and B&W Wrecker
- Deny the amendment

**WRECKER AGREEMENT BETWEEN  
THE CITY OF BURLESON**

This Agreement is entered into by and between the City of Burleson, Texas, a home rule municipal corporation located in Tarrant County and Johnson County, Texas, hereinafter called "City," acting by and through its duly authorized City Manager, Tommy Ludwig, and \_\_\_\_\_, a Texas \_\_\_\_\_, hereinafter called "Operator" acting by and through its duly authorized owner(s),\_\_\_\_\_.

**WHEREAS**, the City of Burleson heretofore adopted Ordinances Numbers B-678 and 738 providing for regulations applicable to certain wrecker and towing services within the City of Burleson; and

**WHEREAS**, pursuant to Ordinances Numbers B-678 and 738, the City Council deems it in the best interests of the citizens of Burleson to enter into an agreement for the providing of wrecker services where needed pursuant to the exercise of the City's police and governmental powers.

**NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:**

**I.**

**SCOPE**

The City hereby contracts with Operator for the providing of emergency and non-emergency wrecker service requested by the City. Operator agrees to provide wrecker service pulls called by police authority to be towed to a designated impound area, such as illegally parked, inoperable or disabled vehicles, abandoned vehicles, vehicles involved in accidents where the owner is not able to request a wrecker and in situations where the vehicle driver is hospitalized or incarcerated.

**II.**

**TERM**

This Agreement shall be for a term of five years commencing on date the agreement becomes fully executed. Provided Operator is in compliance with the provisions of this Agreement. Notwithstanding the above, either party may cancel this Agreement upon 30 days written notice to the other party.



### **III.**

#### **PRIMARY WRECKER SERVICE**

During the term of this Agreement and so long as Operator shall not be in default of any of its obligations hereunder, Operator shall be entitled to serve as a towing and storage provider for the towing and storage of motor vehicles requested by the City. The City shall utilize Operator, together with other operators awarded a contract with the City, on a rotation basis for requested police tows except in emergency situations or in situations requiring equipment, personnel or storage facilities that cannot be promptly provided by Operator, as determined by the City. The decision of whether to use additional wrecker services in emergency situations shall be made by the City's Police Chief or his/her designated representative in their sole discretion. In the event that Operator is unable to provide wrecker service as requested by the City, Operator shall immediately advise the Police Department in order that additional wrecker service may be procured. The City reserves the right to limit the number of operators in the approved rotation as determined to be in the City's best interest.

### **III.**

#### **OPERATOR'S OBLIGATIONS**

In performing services under this Agreement, Operator agrees to comply with the following obligations:

A. Operator agrees to:

1. Operate wreckers and towed vehicles in a safe and secure manner;
2. respond to calls for wrecker service, 24 hours a day, seven days a week, within 30 minutes from request for service within the City and 35 minutes within a 10-mile radius, if called outside the City limits; and
3. Tow vehicles in compliance with the following:
  - a. Police and fire directed tows will be taken to the storage facility, or any other location as specified by the officer in charge.
  - b. All charges for wrecker service will be in accordance with contract rates.
4. The course of disciplinary action shall be up to the city, including written notices, suspension, and/or termination of contract.
  - a. Operators will be allowed up to 5 declines, or disregard calls during a thirty (30) calendar day period. The term, "decline" shall mean the operator received notification of service, but does not accept or wish to be dispatched. The term "disregard" shall mean the operator accepts the dispatch but fails to arrive on the scene.

Operator will not tow a vehicle when requested by the Police Department, unless there is a representative of the City at the scene. The City reserves the right, at the request of the Police Department or Fire Department to cancel any wrecker call prior to the driver hooking into the vehicle.

B. Operator agrees not to recommend an owner use a particular body shop or garage.

Towing equipment and vehicles will not contain advertisements for or make reference to

body shops and/or garages.

C. Operator shall not subcontract, sublet, or transfer any rights, responsibilities or duties under terms of this Agreement without the written approval of the City.

D. Throughout the term of this Agreement, Operator agrees that it shall:

1. Maintain in good standing, without any reduction in scope or authority, its certificates of convenience and necessity as issued by the Texas Department of Transportation and the United States Interstate Commerce Commission and shall maintain all other licenses, permits, certifications and approvals pursuant to state and federal regulations for the operation of its wrecker business, facility and equipment;
2. Employ and maintain a sufficient number of personnel to provide a minimum service of one wrecker unit at the time of a call for service; and
3. Keep all information required by this Agreement to be provided to the City updated and current.

E. Operator must maintain a storage facility within the City limits of Burleson during the of term of this agreement.

## **V.**

### **EQUIPMENT**

A. Operator agrees to provide at least one wrecker vehicle at least a ton and ½ in size and with the following equipment:

1. Each wrecker shall be equipped with a power or hand-operated winch line and boom or lifting device with a factory capacity of not less than 8,000 pounds single capacity hydraulic power.
2. Each wrecker shall carry as standard equipment safety chains, a fire extinguisher, wrecking bar, broom, axe, shovel, either flares or traffic control reflectors, a wheel dolly and a container to carry debris.
3. Each wrecker shall have inscribed on each side in letters not less than three inches in height the name, address and telephone number of the wrecker business.
4. Each wrecker shall be equipped so as to provide two-way voice communication by mobile telephone or radio with the Operator's base station at all times.

5. Each wrecker shall be equipped with overhead flashing emergency lights, visible from 1,000 feet.

**B. Operator shall:**

1. Provide a trailer, tilt-bed vehicle or other similar vehicle capable of handling the safe movement of motorcycles, front-wheel drive vehicles, and large vehicle component parts;
2. Provide or have immediate access to at least one wrecker capable of towing a tractor trailer or larger vehicle (Operator may satisfy this requirement by contractor with another business which provides such a wrecker. Operator shall provide proof of ability to access such a vehicle, i.e. by providing a copy of such a contract to City's Purchasing Manager);
3. Maintain all vehicles and equipment in a good working condition, subject only to replacement thereof in the normal course of business, in substantially equivalent form; and
4. Have ready access to sand or equivalent absorbing material to be used to soak up fluid spills at accident scenes of 25 gallons or less, if called to the scene of an accident; and
5. Completely remove from the street all debris, including broken glass, before leaving the accident site.

## **VI. STORAGE FACILITIES**

- A. Operator shall take all vehicles towed pursuant to this Agreement to the Operator's storage facility, or to such location as directed by the City or as Operator and the vehicle owner may agree to. Operator shall maintain its storage facility in compliance with all applicable state laws and city ordinances and in a proper condition and state of repair, without the accumulation of vegetation, litter, trash and debris. Operator shall store and maintain all vehicles and/or vehicle parts in a neat and presentable condition and secured from unlawful tampering and vandalism.
- B. The storage facility must contain space for at least 10 vehicles
- C. All storage facilities operated by Operator shall comply with all legal requirements under law, including but not limited to Chapter 2303 of the Texas Occupations Code and Chapters 85 and 86 of Part 4, Title 16, of the Texas Administrative Code, and all storage facilities shall be operated as follows:
  1. Operator will pay the "VSF" (Vehicle Sales Fee) Application fee annually and will renew its license in accordance with the law.
  2. Storage facilities shall be completely enclosed by a fence at least six feet high with a gate, which is locked at all times, when the Operator or Operator's agent or employee is not at the storage lot.

3. Operator must pay for storage facility utilities and provide security for the pound and its contents.
4. No vehicle may be stored or kept at a licensed storage facility unless it is kept inside the fenced or enclosed area at all times.
5. No vehicle storage facility shall permit any tow truck that is not registered in accordance with all legal requirements, including under Texas Occupations Code, Chapter 2308, to enter onto the grounds of the facility.
6. Operator shall prohibit the possession or consumption of alcoholic beverages and/or illegal drugs on the storage facility premises at all times.

D. Operator shall ensure that the storage facility shall:

1. Maintain illumination levels adequate for nighttime release of vehicles. The term "adequate" shall mean sufficient to allow inspection of a vehicle for damage at the time of release. At a minimum, there must be one lighting fixture containing at least a 250-watt element for each<sup>1</sup>/<sub>4</sub> acre of storage area;
2. Have a clearly visible and readable sign at its main entrance. The sign shall have letters at least two inches in height, with contrasting background, shall be visible at 10 feet, and shall contain the following information:
  - a. the registered name of the storage facility, as it appears on the vehicle storage facility license;
  - b. street address;
  - c. the telephone number for the owner to contact in order to obtain release of the vehicle;
  - d. the facility's hours, within one hour of which vehicles will be released to vehicle owners; and
  - e. the storage facility's state license number preceded by the phrase "VSF License Number";
3. Have a sign setting out the per diem charge for storage and all other fees, which may be charged by the storage facility, including notification and impoundment fees. This sign shall be located so it is clearly visible to a vehicle owner prior to paying the fees, with letters at least one inch in height, and a contrasting background;

4. Have a sign describing the instruments that may be presented by the vehicle owner or his/her authorized representative to obtain possession of the vehicle. This sign shall list all instruments as described in Chapter 85 of Part 4, Title 16, of the Texas Administrative Code. This sign shall be located so it is clearly visible to a vehicle owner at the place of payment, with letters at least one inch in height, and a contrasting background; and
5. Prominently display a sign notifying consumers and service recipients of the name, mailing address, and telephone number of the department for purposes of directing complaints regarding the vehicle storage facility to the Texas Department of Licensing and Regulation in accordance Chapter 85 of Part 4, Title 16, of the Texas Administrative Code.

(Operator may combine the signs described above, provided that the combination sign meets the requirements of each of the separate signs.)

- E. Operator shall maintain an office at its Storage Facility from 8 a.m. until 5 p.m., Monday through Friday (normal business hours). After hours, (hours between 5:01 p.m., Friday until 7:59 a.m., Monday) release of vehicles will be made within one hour after notice.

## **VII. FEES**

- A. Unless otherwise agreed to in writing by the City, all fees charged by Operator for services for towing and impounding vehicles shall not exceed the fees set forth in Exhibit "A", attached hereto and incorporated herein. Upon payment of the charges set out herein, the Operator Shall release a towed vehicle to the owner thereof. No additional charges for calls or service in the City shall be made unless agreed to in, writing by the City.
- B. For consent tows, Operator and owner or operator shall work out their own price and the City shall not be responsible for supervision of this charge.
- C. Operator shall provide pick-up or towing services for police City vehicles within Tarrant or Johnson County at no charge to the City.
- D. Operator shall provide storage at no cost to the City for vehicles that are forfeited to the City pursuant to state or federal forfeiture laws. In those cases where the court awards the vehicle back to an owner, no storage fees will be charged for the period of time from the date of the tow to the date the vehicle is awarded by the court back to the owner. Operator may collect fees for storage after the date of the court order and other reasonable fees and towing charges.
- E. Operator agrees to negotiate fees it is owed if the City experiences exigent circumstances.
- F. The City shall not be responsible for any towing or storage fees for vehicles not owned by the City. Operator shall collect these fees directly from the owner or operator of the vehicle. In the event the owner or operator fails or refuses to pay applicable fees,



Operator may recoup its costs through the sale of the vehicle at public auction or in any other manner permitted by state law.

## **VIII.**

### **RESPONSIBILITY FOR VEHICLES; INVENTORY**

- A. Operator shall be responsible for all vehicles that are towed and any contents or personal property in those vehicles while they are in Operator's custody.
- B. Operator shall prepare and keep an inventory of all vehicles and the personal property within any towed vehicle or shall acknowledge the accuracy of any inventory prepared by a City police officer.

## **IX.**

### **INDEPENDENT OPERATOR**

The parties agree that Operator shall operate hereunder as an independent Operator as to all rights and privileges granted herein and not as an agent, representative, servant or employee of the City; that Operator shall be solely responsible for the acts and omissions of its officers, agents, Operators, Sub-Operators, servants and employees, and nothing herein shall be construed as creating a partnership or joint enterprise between the City and Operator.

## **X.**

### **INSURANCE**

Insurance: The Proposer, consistent with its status as an independent contractor, shall carry, and shall require any of its subcontractors to carry, at least the following insurance in such form, with such companies, and in such amounts (unless otherwise specified) as City may require:

- 1. Worker's Compensation and Employer's Liability insurance, including All States Endorsement, to the extent required by federal law and complying with the laws of the State of Texas;
- 2. Commercial General Liability insurance, including Blanket Contractual Liability, Broad Form Property Damage, Personal Injury, Completed Operations/Products Liability, Premises Liability, Medical Payments, Interest of Employees as additional insureds, and Broad Form General Liability Endorsements, for at least One Million Dollars (\$1,000,000) Combined Single Limit Bodily Injury and Property Damage on an occurrence basis;
- 3. Comprehensive Automobile Liability insurance covering all owned, non-owned or hired automobiles to be used by the Contractor, with combined coverage for at least One Million Dollars (\$1,000,000) Combined Single Limit Bodily Injury and Property Damage. The garage keepers liability insurance or tow truck cargo insurance, whichever

is maintained must provide limits of liability for any one loss of not less than fifty thousand dollars (\$50,000).

4. Contractor shall cause the City, its officers and employees to be named as additional insureds on such insurance policies. A copy of all such insurance policies shall be filed with the Purchasing Manager. Such insurance policies shall provide for 30 days' notice to the City of termination or change in coverage.

## **XI. INSPECTION**

City employees and officials shall have the right of entry at reasonable times to inventory and inspect vehicles pulled at the direction of the City. Upon request, Operator shall be entitled to a copy of any inventory so taken.

## **XII. RECORDS AND ADMINISTRATIVE FORMS**

- A. Operator shall prepare and issue in a proper and timely manner all necessary notices and forms required under applicable laws and ordinances, including, without limitation, the Texas Litter Abatement Act, the Texas Abandoned Motor Vehicle Act, and Chapter 2303, Texas Occupations Code, and the Texas Transportation Code, to provide adequate notification to owners and lienholders of motor vehicles which are towed and impounded and any attendant auction and sale of unclaimed or abandoned motor vehicles.
- B. Operator shall obtain a written authorization from the Police Department prior to the release of any vehicle towed at the request of the Police Department.
- C. Operator shall maintain accurate and proper documentation of all fees incurred and notices sent for purposes of verifying the accuracy of any fees charged and procedures implemented.
- D. Operator shall submit to the City's Police Department, a weekly activity report related to Operator's operations pursuant to this Agreement during the previous week. Operator shall submit each such report by 5:00 p.m. the Monday of the week following for which the report is submitted. This report shall contain, at a minimum, the following information:
  1. Number and listing of vehicles towed.
  2. Number and listing of vehicles released.
  3. Number and listing of vehicles currently in custody.
  4. Length of impoundment of vehicles.

5. Any disposition of vehicles not released to the owner.
  6. Such other information that may be required by the Police Chief.
- E. Operator must maintain written documentation regarding its operations for a period of two years from the date such operations occurred in accordance with Chapters 85 and 86 of Part 4, Title 16, of the Texas Administrative Code.
- F. Operator shall keep written records on each vehicle kept or stored at the vehicle storage facility containing:
1. the year, make, model, color, correct license plate number, state issuing the license, and correct vehicle identification number of the vehicle;
  2. the date, time, and location from which the vehicle was towed, and name of person who authorized the tow;
  3. the name of the tow truck driver, the name of the company that towed the vehicle, and the license plate numbers of the plates issued to the tow truck under the Texas Transportation Code;
  4. the date the vehicle was released, the name of the individual to whom the vehicle was released, and the type of identification (Texas driver's license or other state or federally issued photo identification), and identification number provided by the individual to whom the vehicle was released;
  5. the date of any vehicle transfer, and the address of the location to which it was transferred along with the name of the towing company and tow truck driver who made the transfer;
  6. a copy of any certificate of title issued after the vehicle came into the possession of the vehicle storage facility, any certificate of authority to demolish, any police auction sales receipt, or any transfer document issued by the State of Texas for the vehicle if vehicle ownership has been transferred due to any action of the vehicle storage facility, or if the vehicle has been disposed of or
  7. all amounts received at the time the vehicle was released, including the specific nature of each charge.
- G. Operator shall provide a computer service or other type of service to get information from the State on titles, ownership, etc.

### **XIII. AUCTIONS**

- A. Operator will be responsible for storage facility vehicle auctions, and will supply the Police Department with a list of vehicles to be auctioned for written approval prior to any auction.
- B. Operator shall notify the vehicle owner and all recorded lienholders of the proposed disposal of the vehicle in accordance with all applicable laws, including but not limited to the Texas Administrative Code, the Texas Property Code, the Texas Transportation Code, and the Texas Occupations Code concerning notification.
- C. Operator shall keep under its care and custody complete and accurate records of any vehicle disposed of as required by law. These records shall include, but are not limited to:
  - 1. a copy of the VTR-265VSF form completed by the vehicle storage facility operator and provided to the vehicle buyer; and
  - 2. copies of all notifications issued to the vehicle owner and all recorded lienholders, regardless of whether the notifications were mailed or published.

### **XIV. RELEASE AND INDEMNIFICATION**

#### **A. Release.**

**OPERATOR, ITS PREDECESSORS, SUCCESSORS AND ASSIGNS HEREBY RELEASE, RELINQUISH, AND DISCHARGE THE CITY, ITS PREDECESSORS, SUCCESSORS, ASSIGNS, LEGAL REPRESENTATIVES, AND ITS FORMER, PRESENT, AND FUTURE AGENTS, EMPLOYEES, AND OFFICERS FROM ANY LIABILITY ARISING OUT OF THE SOLE AND/OR CONCURRENT NEGLIGENCE OF THE CITY FOR ANY INJURY, INCLUDING DEATH OR DAMAGE TO PERSONS OR PROPERTY WHERE SUCH DAMAGE IS SUSTAINED IN CONNECTION WITH OR ARISING OUT OF THE WORK PERFORMED UNDER THIS AGREEMENT.**

#### **B. Indemnification.**

**OPERATOR 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 OPERATOR AS WELL AS ANY NEGLIGENT OMISSION, ACT OR ERROR OF OPERATOR , ITS OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND INVITEES, OR OTHER PERSONS FOR WHOM OPERATOR 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 OPERATOR 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 OPERATOR 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 OPERATOR.**

**OPERATOR 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 OPERATOR UNLESS OPERATOR HAS OBTAINED WRITTEN PERMISSION FROM THE COPYRIGHT OR TRADEMARK HOLDER AS REQUIRED BY LAW, SUBJECT ALSO TO CITY'S CONSENT. OPERATOR 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. OPERATOR 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 OPERATOR OR FOR WHOM OPERATOR IS LEGALLY LIABLE.**

## **XV.**

### **PERSONNEL**

- A. Operator's employees shall not imply that they are employees of the City of Burleson.
- B. Operator agrees to be responsible for its personnel and to maintain the required standards. Operator agrees to maintain a comprehensive personnel file for each employee, both past and present, who operates a wrecker under this Agreement, and to provide the City with list of each employee.
- C. Operator shall ensure that its personnel are competent to handle people under stressful situations and courteous to the public. Operator shall ensure that the dress and appearance of all personnel is professional.
- D. Operator shall ensure that wrecker drivers responding to, or on site of a police call for service, shall not be under the influence, in possession of, or consuming alcohol or illegal drugs.



## **XVI.**

### **DEFAULT**

- A. In the event that Operator should breach any of the terms or conditions of this Agreement or should otherwise be in default of any of its obligations pursuant to this Agreement, the City shall have the right to terminate this Agreement as provided herein. Upon the occurrence of any event of default, the City shall provide 30 days written notice to Operator of the default. In the event that Operator fails or refuses to cure the conditions of default within said 30-day period, the City may, in writing, immediately declare this Agreement terminated.
- B. No waiver by the City of any default in the obligations of the Operator hereunder shall constitute in any form an estoppel of the City from at any time asserting or reasserting any such default, it being clearly understood and agreed by the parties hereto that no such waiver or estoppel shall occur except by written agreement duly authorized and signed by the City Manager.

## **XVII.**

### **NOTICES**

Notices required to be delivered pursuant to this Agreement shall be sufficient if personally delivered or sent by certified mail in the United States Mail, postage pre-paid to the appropriate party at the following address:

If to City:      City of Burleson  
                     141 West Renfro  
                     Burleson, Texas 76028  
                     Attention: City Manager

If to Operator: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**XVIII.**  
**STATE REGULATIONS**

Operator agrees that it will comply with any valid and applicable state law, rule, or regulation, including the provisions of the Texas Towing and Booting Act, Chapter 2308 Texas Occupations Code. No provision of this Agreement shall be construed to obligate the Operator to violate state law or any valid and applicable rule or regulation adopted thereunder.

**XIX.**  
**CERTIFICATIONS**

Operator acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate:

- 1) Pursuant to Section 2271.002 of the Texas Government Code, Operator 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. Operator acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
- 2) Pursuant to SB 13, 87th Texas Legislature, Operator 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. Operator acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
- 3) Pursuant to SB 19, 87th Texas Legislature, Operator 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. Operator acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
- 4) Pursuant to Subchapter F, Chapter 2252, Texas Government Code, Operator certifies Operator (1) is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Operator acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

**XX.**  
**MISCELLANEOUS**

- A. This Agreement constitutes the entire agreement between the parties and may not be modified or amended except by written agreement signed by the parties hereto.
- B. Should any action, whether real or asserted, at law or in equity, arise out of the execution, performance or nonperformance of this Agreement, venue for said action shall be in Johnson County, Texas.
- C. This Agreement shall not be construed against the drafting party.

- D. It is expressly agreed by the parties that this Agreement is for the sole benefit of the parties hereto and shall not be construed or deemed made for the benefit of any third party.
- E. Operator may not assign this Agreement without the written consent of City.
- F. Operator 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.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**OPERATOR**

**CITY OF BURLESON**

By: \_\_\_\_\_

By: \_\_\_\_\_  
Bryan Langley, City Manager

ATTEST:

ATTEST:

\_\_\_\_\_  
Notary Public in and for  
the State of Texas

\_\_\_\_\_  
City Secretary

\_\_\_\_\_  
Typed/Printed Name of Notary Public  
My Commission Expires: \_\_\_\_\_

## Exhibit A

DESCRIPTION	UOM	UNIT PRICE
1. Price for all <b>privately owned</b> passenger automobiles, ambulances, limousines, and all other vehicles having a rated capacity of <b>10,000 GVW or less</b> , including motorcycles, towed to any storage facility within the city limits of Burleson or to Vendor's storage facility, by request of the owner or the Burleson Police Department (unit price shall include all mileage, hook-up and disconnect fees)	EA	\$
2. Price for all <b>privately owned</b> vehicles having a rated capacity <b>from 10,001-39,999 GVW</b> towed to any storage facility within the city limits of Burleson or to Vendor's storage facility, by request of the owner or City Police Dept (unit price shall include all mileage, hook-up and disconnect fees)	EA	See Attached Schedule
3. Price for all <b>privately owned</b> vehicles having a rated capacity <b>of 40,000 GVW or greater</b> towed to any storage facility within the city limits of Burleson or to Vendor's storage facility, by request of the owner or City Police Dept (unit price shall include all mileage, hook-up and disconnect fees)	EA	See Attached Schedule
4. At the Police Department's request, price for <b>privately owned</b> vehicles having a rated capacity of <b>10,000 GVW or less</b> , towed to the Burleson Police Dept located at 1161 SW Wilshire, for <b>evidence processing</b> <u>with subsequent towing</u> of the same vehicle to Vendor's storage facility or some other location within the City of Burleson as designated by the City Police Dept (unit price shall include all mileage, hook-up and disconnect fees)	EA	No Charge to City
5. Price for winching or off-road recovery	HR	\$
6. Price for the use of dollies or flat bed	EA	\$
7. Price for up-righting an overturned vehicle	EA	\$
8. Price for installing or uninstalling wheel lock boot (per call out)	EA	\$
9. Price for high water recovery (knee-deep or higher)	EA	\$
10. Price for privately-owned vehicles, having a rated capacity of <b>10,000 GVW or less</b> , stored at Vendor's secured storage facility, by request of the Police Dept	Per day	\$
11. Price for privately-owned vehicles, having a rated capacity of <b>over 10,000 GVW</b> , stored at Vendor's secured storage facility, by request of the Police Dept	Per day	\$
12. Price for all <b>City</b> owned vehicles towed to the City of Burleson Fleet Services Dept, located at 725 SE John Jones (unit price shall include all mileage, hook-up and disconnect fees)	EA	No Charge



# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

## OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:  
2023-1087674

Date Filed:  
10/25/2023

Date Acknowledged:

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

B&W Wrecker Services LLC  
Burleson, TX United States

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

City of Burleson

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

RFP 2022-004

Tow Service, Recovery Services, Heavy Duty Service, Lock Out Services, Jump Starts, Winch Out Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Lawrence, Eric	Burleson, TX United States	X	
	Lawrence, Zane	Burleson, TX United States	X	

5 Check only if there is NO Interested Party. ☐

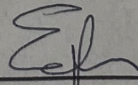
## 6 UNSWORN DECLARATION

My name is ERIC LAWRENCE, and my date of birth is 07/27/1970.

My address is 8216 JESSEN ST., LILLIAN, TX, 76061, JOHNSON.  
(street) (city) (state) (zip code) (country)

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

Executed in JOHNSON County, State of TX, on the 26<sup>th</sup> day of October, 2023.  
(month) (year)

  
Signature of authorized agent of contracting business entity  
(Declarant)



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## City Council Regular Meeting

**DEPARTMENT:** Legal

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

**MEETING:** November 13, 2023

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**SUBJECT:**

Consider approval of a minute order authorizing the Declaration and Bylaws of the property owners association for the real property commonly known as 135 West Ellison Street in Burleson, Johnson County, Texas. (*Staff Contact: Matt Ribitzki, Sr. Deputy City Attorney/Director of Legal Services*)

**SUMMARY:**

On December 14, 2020, the city of Burleson, Burleson 4A Economic Development Corporation, Tax Increment Financing Reinvestment Zone Number Two, and BTX Old Town, LLC, entered into a Chapter 380 Economic Development and Performance Agreement (the "Agreement"). In the Agreement, BTX Old Town agreed, among other things, to construct a seven-building mixed-use development on the real property commonly known as 135 West Ellison Street in Burleson, Johnson County, Texas. The City has agreed to own and operate approximately 12,000 square feet in buildings 3, 4, and 5 of the development. Per the terms of the Agreement, BTX Old Town is to establish a property owners association for the development and submit to the City the proposed property owners association documents for approval. Once the City owns the property in buildings 3, 4, and 5 of the development, it will be bound by the property owners association documents.

BTX has recently submitted the property owners association documents to City staff, and the item before the City Council is to review the documents in accordance with the Agreement.

The specific property owners association documents before the City Council are the Declaration of the BTX Condominium Association and the Bylaws of the BTX Condominium Association. The declaration will be recorded on the real property records and sets forth the authority the association has over the development. The bylaws are not recorded, but govern the manner in which the association will operate as an entity. The documents have been reviewed and negotiated by TOASE and in-house counsel.

**OPTIONS:**

- 1) Approve the minute order as presented;

- 2) Approve the minute order with changes; or
- 3) Deny the minute order.

**RECOMMENDATION:**

Staff recommends approval.

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

n/a

**FISCAL IMPACT:**

n/a

**STAFF CONTACT:**

Matt Ribitzki  
Senior Deputy City Attorney/Director of Legal Services  
[mribitzki@burlesontx.com](mailto:mribitzki@burlesontx.com)  
817-426-9664

# BTX Property Owners Association

---

November 13, 2023

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

# BTX Property Owners Assoc.

## Background - Chapter 380 Agreement

- In December of 2020, the City, 4A Economic Development Corporation, TIF #2, and BTX Old Town, LLC entered into an economic development and performance agreement
  - The 4A EDC's participation in the agreement was for the cost of the EDC's portion of the new City offices
- Per the agreement, BTX Old Town agreed to construct a seven-building mixed-use development across from the Mayor Calvin Plaza and City Hall on Ellison St
- The City is purchasing approximately 12,000 square feet in buildings 3, 4, and 5
- Per the agreement, BTX Old Town will create a property owners association for the development
- The agreement requires that the City Council approve the property owners association documents

# BTX Property Owners Assoc.

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## Documents Overview

- BTX Old Town has submitted the property owners association documents to the City for review
- The documents are the association's Declaration and Bylaws
- The Declaration will be recorded on the real property records and sets forth the authority the association has over the entire development
- Property owners in the development are automatically members in the association
- The bylaws govern how the association will operate as an entity
- Once the City owns the property in buildings 3, 4, and 5 of the development, it will be bound by the property owners association documents



# BTX Property Owners Assoc.

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## The Declaration Document

- The declaration creates a condominium association whereby many areas of the development are owned in common for the benefit of all property owners
- The association charges assessments to the property owners for the maintenance of the common areas, utilities, taxes, insurance, and the like
- Assessments are calculated annually based on the budgeted needs of the association
- The declaration prohibits residential use in the development
- The association has the right to regulate the exterior design of the development, subject to the economic development and performance agreement in place
- The City has unique protections in the documents that are atypical for a declaration

# BTX Property Owners Assoc.

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## The Bylaws Document

- The bylaws set forth how the association will be governed
- A board of directors of 3 to 5 members will govern the association
- Board members are elected by the association members
- All association members have a vote, but the vote is weighted based on the amount of square footage owned in relation to the total square footage of the units
- Board members must be property owners, serve two-year terms, and serve without compensation
- In the event of a conflict between the bylaws and declaration, the declaration controls

# Council Action

---

## Options:

1. Approve the declaration and bylaws.
2. Approve the declaration and bylaws with changes.
3. Disapprove the declaration and bylaws.

## Recommendation:

Approve the declaration and bylaws.

# **DECLARATION OF BTX CONDOMINIUM ASSOCIATION**

Johnson County, Texas

**Declarant**

BTX Old Town, LLC

**Address**

135 West Ellison Street, Burleson, TX 76028

**DECLARATION  
OF  
BTX CONDOMINIUM ASSOCIATION**

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# DECLARATION OF BTX CONDOMINIUM ASSOCIATION

This Declaration of BTX Condominium Association is made by BTX Old Town, LLC (“**Declarant**”), on the date signed below. Declarant owns the real property described in Appendix A of this Declaration, together with the improvements thereon. By recording this Declaration, Declarant submits the property described in Appendix A to the provisions of the Texas Uniform Condominium Act, Chapter 82 of the Texas Property Code, for the purpose of creating BTX Condominium Association.

Declarant desires to develop the real property with a commercial condominium to be known as BTX Condominium Association, Declarant further desires to provide for the preservation and maintenance of portions of BTX Condominium Association, and to protect the value, desirability, and attractiveness of BTX Condominium Association. As required by State law, Declarant is creating a condominium association to perform the functions and activities more fully described in this Declaration.

Declarant DECLARES that the property described in Appendix A will be held, transferred, sold, conveyed, leased, occupied, used, insured, and encumbered subject to the terms, covenants, conditions, restrictions, and easements of this Declaration, including Declarant’s rights and reservations in the attached Appendix F, which run with the real property and bind all parties having or acquiring any right, title, or interest in the property, their heirs, successors, and assigns, and inure to the benefit of each owner of the property.

## ARTICLE 1

### DEFINITIONS

DEFINITIONS. Unless defined otherwise in this Declaration, words and phrases defined in Section 82.003 of the Act have the same meaning when used in this Declaration. The following words and phrases, whether or not capitalized, have specified meanings when used in the Governing Documents, unless a different meaning is apparent from the context in which the word or phrase is used.

1.1 **“Act”** means Chapter 82 of the Texas Property Code, the Texas Uniform Condominium Act, as it may be amended from time to time.

1.2 **“Additional Land”** means real property which may be added to the Property and subjected to this Declaration by Declarant and the owner of such property, as described in Section F.5.1.

1.3 **“Applicable Law”** means the statutes and public laws and ordinances in effect at the time a provision of the Governing Documents is applied, and pertaining to the subject matter of the Governing Document provision. Statutes and ordinances specifically referenced in the Governing Documents are “Applicable Law” on the date of the Governing Document, and are not intended to apply to the Property if they cease to be applicable by operation of law, or if they are replaced or superseded by one or more other statutes or ordinances.

1.4 **“Architectural Reviewer”** means the entity having jurisdiction over a particular application for architectural approval. During the Development Period, the Architectural Reviewer is

Declarant, Declarant's designee, or Declarant's delegate. Thereafter, the Association's board of directors is the Architectural Reviewer.

1.5 **"Assessment"** means any charge levied against a unit or owner by the Association, pursuant to the Governing Documents, the Act, or other public law, including but not limited to Regular Assessments, Utility Assessments, Special Assessments, Individual Assessments, and Deficiency Assessments, as defined in Article 5 of this Declaration.

1.6 **"Association"** means the association of owners of all units in the Property and serving as the "association" defined by the Act, and as the "property owners' association" defined in applicable law, such as Section 202.001(2) of the Texas Property Code. The initial name of the Association is BTX Condominium Association, Inc.

1.7 **"Board"** means the board of directors of the Association.

1.8 **"Burleson"** shall mean the City of Burleson, Texas.

1.9 **"Bylaws"** means the bylaws of the Association, as they may be amended from time to time.

1.10 **"Chapter 380 Economic Development and Performance Agreement"** means the "Chapter 380 and Economic Development and Performance Agreement for Public and Private Improvements in Tax Increment Financing Reinvestment Zone Number Two Between the City of Burleson, the Burleson, 4A Economic Development Corporation, the Tax Increment Financing Reinvestment Zone Number Two and BTX Old Town, LLC" entered into as of December 14, 2020. A copy is attached as Appendix G.

1.11 **"Common Element"** means all of the Property, save and except the units. All Common Elements are **"General Common Elements"** except, if any **"Limited Common Elements"** allocated by this Declaration for the exclusive use of one or more but less than all of the units.

1.12 **"Community Manual"** means the initial compilation of policies and rules pertaining to the use, operation, and maintenance of the Property. In the event of conflict between this Declaration and the Community Manual, this Declaration controls.

1.13 **"Declarant"** means BTX Old Town, LLC, which is developing the Property, or the successors and assigns of Declarant, which acquire any portion of the Property or the Additional Land described in Section F.5.1 for the purpose of development and which are designated a Successor Declarant by BTX Old Town, LLC or by any such successor and assign, in a recorded document.

1.14 **"Declarant Control Period"** is defined in Appendix F of this Declaration.

1.15 **"Declaration"** means this document, as it may be amended from time to time.

1.16 **"Development Period"** is defined in Appendix F of this Declaration.

**During the Development Period,  
Appendix F has priority over the main body of this Declaration.**

1.17 **"Governing Documents"** means, singly or collectively as the case may be, this Declaration, the Plat and Plans recorded pursuant to the Act, the Bylaws of the Association, the Association's Certificate of Formation, and any amendments thereto. An appendix, exhibit, schedule, or certification accompanying a Governing Document is a part of the Governing Document.

1.18 **"Majority"** means more than half.



1.19 **“Member”** means a member of the Association, each member being an owner of a unit, unless the context indicates that member means a member of the board or a member of a committee of the Association.

1.20 **“Mortgagee”** means a holder, insurer, or guarantor of a purchase money mortgage secured by a recorded senior or first deed of trust lien against a unit.

1.21 **“Owner”** means a holder of recorded fee simple title to a unit. Declarant is the initial owner of all units. Sellers under contracts for deed are owners. Mortgagees who acquire title to a unit through a deed in lieu of foreclosure or through judicial or nonjudicial foreclosure are owners. Persons or entities having ownership interest merely as security for the performance of an obligation are not owners. Every owner is a member of the Association.

1.22 **“Property”** means all the land subject to this Declaration and all improvements, easements, rights, and appurtenances to the land. The name of the Property is BTX Condominium Association. The Property is located entirely in Johnson County. The Property is located on land described in Appendix A to this Declaration, as it may be amended or supplemented from time to time, and includes every unit and common element thereon.

1.23 **“Occupant”** means an occupant of a unit, regardless of whether the person owns the unit.

1.24 **“Rules”** means rules and regulations of the Association adopted in accordance with the Governing Documents or the Act. The initial Rules may be adopted by Declarant for the benefit of the Association.

1.25 **“Underwriting Lender”** means a national institutional mortgage lender, insurer, underwriter, guarantor, or purchaser on the secondary market, such as Federal Home Loan Mortgage Corporation (Freddie Mac), Federal National Mortgage Association (Fannie Mae), Federal Housing Administration (HUD/FHA), or Government National Mortgage Association (Ginnie Mae), singly or collectively. The use of this term and these institutions may not be construed as a limitation on an owner’s financing options nor as a representation that the Property is approved by any institution.

1.26 **“Unit”** means a physical portion of the Property designated by this Declaration for separate ownership, the boundaries of which are shown on the Plat and Plans attached hereto as Appendix D, as further described in the Unit Boundaries Section of this Declaration.

## ARTICLE 2

### **PROPERTY SUBJECT TO DOCUMENTS**

2.1 **Subject to Documents.** The real property described in Appendix A is held, transferred, sold, conveyed, leased, occupied, used, insured, and encumbered subject to the terms, covenants, conditions, restrictions, liens, and easements of this Declaration, including Declarant’s rights and reservations in the attached Appendix E, which run with the Property, bind all parties having or acquiring any right, title, or interest in the Property, their heirs, successors, and assigns, and inure to the benefit of each owner of the Property.

2.2 **Additional Property.** Additional real property may be annexed to the Property and subjected to the Declaration and the jurisdiction of the Association on approval of owners representing at least two-thirds of the units in the Property, or during the Development Period, by Declarant as permitted in Appendix F. Annexation of additional property is accomplished by recorded a declaration of annexation, including an amendment or Appendix A, in the Real Property Records of Johnson County, Texas. If units are added to the Property, amendment of Appendixes B and D is also required.

## NOTICE

This Declaration and the other Governing Documents are subject to change from time to time. By owning or occupying a unit, you agree to remain in compliance with the published restrictions and rules as they change.

2.3 Merger. Merger or consolidation of the Association with another association must be evidenced by an amendment to this Declaration. The amendment must be approved by owners representing at least two-thirds of the total votes. On merger or consolidation of the Association with another association, the property, rights, and obligations of another association may, by operation of law, be added to the properties, rights, and obligations of the Association as a surviving corporation pursuant to the merger. The surviving or consolidated association may administer the provisions of the Governing Documents within the Property, together with the covenants and restrictions established on any other property under its jurisdiction. No merger or consolidation, however, will effect a revocation, change, or addition to the covenants established by this Declaration within the Property.

2.4 Land Use. Although this Declaration contains a limited number of disclosures about the Property and its location on the date of this Declaration, neither Declarant nor the Association makes any representation that these are the only noteworthy features of the Property or its location. A prospective owner or occupant must make his own inspection of the Property and its location, and make inquiries of anything that concerns him. Except for the express disclosures stated in this Declaration, Declarant makes no representation of any kind as to current or future uses – actual or permitted – of any land that is adjacent to or near the Property, regardless of what the plat shows as potential uses of adjoining land. Declarant, Builders, and the Association cannot and do not guaranty scenic views, volumes of traffic on streets around the Property, availability of schools or shopping, or any other aspect of the Property that is affected by the uses or conditions of adjacent or nearby land, water, or air.

2.5 Change of Circumstance. This Declaration discloses some characteristics of the Property that may change or that may cease to apply because of acts or decisions by authorities external to the Property. If the change of circumstance is of public record or is capable of independent verification by any interested person, the board of directors, without a vote of the owners, may issue a Notice of Change that references the provision of this Declaration that ceases to apply to the Property. The Notice may be recorded in the Real Property Records of Johnson County, Texas, and does not constitute an amendment of this Declaration. If such a Notice is issued, the Association will notify owners of its existence and will make it available to owners as a record of the Association. This provision may not be construed to give the board unilateral amendment powers, nor to prevent an amendment of this Declaration by a vote of the owners to achieve the same purpose.

2.6 Restrictions, Easements & Plat Dedications. In addition to the easements and restrictions contained in this Declaration, the Property is subject to all restrictions, easements, licenses, leases, and encumbrances of record, including those described in or shown or referenced on a recorded plat, each of which is incorporated herein by reference. Each owner, by accepting an interest in or title to a unit, whether or not it is so expressed in the instrument of conveyance, covenants and agrees to be bound by prior-recorded restrictions, easements, licenses, leases, and encumbrances, and further agrees to maintain any easement that crosses his unit and for which the Association does not have express responsibility.

## ARTICLE 3

### **PROPERTY EASEMENTS AND RIGHTS**

3.1 General. In addition to other easements and rights established by the Governing Documents, the Property is subject to the easements and rights contained in this Article

3.2 Notice of Different Property Uses. In the era in which this declaration is drafted, BTX Condominium Association is expected to attract owners with different commercial uses. Each occupant is expected to be cognizant of the other uses and respectful towards and tolerant of other owners.

3.3 Owner's Easement of Enjoyment. Every owner is granted a right and easement of enjoyment over the general common elements and to use of improvements therein, subject to other rights and easements contained in the Governing Documents. Notwithstanding the foregoing, if apportion of the general common elements is designed for private use, the Association may temporarily reserve the use of such area for certain persons and purposes.

3.4 Fire Sprinkler Easement. Each owner, by accepting an interest in or title to a unit, whether or not it is so expressed in the instrument of conveyance, grants to public fire safety personnel and to the Association an easement across his unit for access to and testing of all systems and equipment located therein for the purposes intended by public fire safety authorities. Owners must cooperate with such activities.

3.5 Owner's Maintenance Easement. Every owner is granted an easement over adjoining units and common elements for the maintenance or reconstruction of their unit, subject to the consent of the owner of the adjoining unit, or the Association in the case of common elements, and provided the owner's use of this easement does not damage or materially interfere with the use of the adjoining unit or common element. Requests for entry to an adjoining unit or common element will be made in advance for a time reasonably convenient for the adjoining owner, who may not unreasonably withhold consent. If an owner damages an adjoining unit or common element in exercising this easement, the owner is obligated to restore the damaged property to its original condition, at his expense, within a reasonable period of time.

3.6 Owner's Ingress/Egress Easement. Every owner is granted a perpetual easement over the Property, as may be reasonably required, for vehicular and pedestrian ingress to and egress from his unit or the appurtenant limited common elements.

3.7 Owner's Encroachment Easement. Every owner is granted an easement for the existence and continuance of any encroachment by his unit on any adjoining unit or common element now existing or which may come into existence hereafter, as a result of construction, repair, shifting, settlement, or movement of any portion of a building, or as a result of condemnation or eminent domain proceedings, so that the encroachment may remain undisturbed so long as the improvement stands.

3.8 Unit-to-Unit Maintenance & Access Easement. By acquiring an interest in a BTX Condominium Association unit, each owner acknowledges the possibility that the owner may need access to an adjoining unit or common element for certain limited purposes related to the support, maintenance, repair, and improvements of his unit. Similarly, the owner of an adjoining unit may need access to the owner's unit for the support, maintenance, repair, and improvements of a component of the adjoining unit. Also, each owner acknowledges that wires, cables, conduit, and pipes serving one unit may run through another unit. For the foregoing reasons, each owner covenants and agrees as follows:

3.8.1 Owner Grants Easement. Each owner hereby grants an easement across and through his unit – as necessary – for the support, maintenance, repair,

replacement and improvements of wires, cables, conduit, and pipes as initially installed or replacements thereof, that serve another unit, but only to the extent that use of this easement is reasonable and necessary. The owner of a unit containing wire, cables, conduit, or pipes that serve one or more other units or common elements has a duty to refrain from interfering with or damaging those items.

3.8.2 Owner Benefitted by Easement. Every owner is granted an access easement over adjoining units and common elements for the support, maintenance, repair, reconstruction, or improvement of his unit, provided exercise of the easement does not damage or materially interfere with the use of the adjoining unit or common element.

3.8.3 Permission. Requests for entry to an adjoining unit or common element must be made to the owner of the adjoining unit, or the Association in the case of common elements, in advance for a time reasonably convenient for the adjoining owner. If an owner damages an adjoining unit or common element in exercising this easement, the owner is obligated to restore the damaged property to its original condition, at his expense, within a reasonable period of time.

3.8.4 Bona Fide Need. This Section anticipates that an owner's need for access to an adjoining unit will rarely if ever occur, and that the necessity will be determined by a license contractor or building trade professional after evaluating options, if any, that do not require access. In the event of dispute between owners regarding the exercise of this easement the board is the arbiter of whether the anticipated use of this easement is reasonable and necessary. Each owner and occupant with endeavor to cooperate with the owners of other units in the building to affect the purposes and intent of this section.

3.9 Association's Access Easement. Each owner, by accepting an interest in or title to a unit, whether or not is it so expressed in the instrument of conveyance, grants to the Association an easement of access and entry over, across, under, and through the Property, including without limitation all common areas and the owner's unit and all improvements thereon for the below-describes purposes. In exercising this easement on an owner's unit, the Association is not liable to the owner for trespass.

- a. To perform inspections and/or maintenance that is permitted or required of the association by the governing Documents or by applicable law.
- b. To perform maintenance that is permitted or required of the owner by the Governing Documents or by applicable law, if the owner fails or refuses to perform such maintenance.
- c. To enforce the Governing Documents, including without limitation the architectural standards and use restrictions.
- d. To exercise self-help remedies permitted by the Governing Documents or by applicable law.
- e. To respond to emergencies.
- f. To grant easements to utility providers as may be necessary to install, maintain, and inspect utilities serving any portion of the Property.
- g. To perform any and all functions or duties of the Association as permitted or required by the Governing Documents or by applicable law.

3.10 Easement of Cooperative Support. The purpose of this Section is to encourage a harmonious community environment for occupants and to prevent diminution of property values. This Declaration cannot anticipate every possible event in the life of the Property that will require the cooperation of owners. Accordingly, every owner is granted an easement of cooperative support over each adjoining unit and common element as needed for the common benefit of the Property, or for the benefit of units in a building, or units that share any aspect of the Property that requires cooperation. By accepting and interest in or title to a unit, each owner (1) acknowledges the necessity for cooperation in a condominium, (2) agrees to try to be responsible and civil in communications pertaining to the Property and to the Association, (3) agrees to provide access to his unit and limited common elements, if any, when needed by the Association to fulfill its duties, and (4) agrees to try refraining from actions that interfere with the Association's maintenance and operation of the Property.

3.11 Utility Easement. The Association may grant permits, licenses, and easements over the common elements for utilities, roads, and other purposes necessary for the proper operation of the Property. A company or entity, public or private, furnishing utility service to the Property, is granted an easement over the Property in ingress, egress, meter reading, installation, maintenance, repair, or replacement of utility lines and equipment, and to do anything else necessary to properly maintain and furnish utility service to the Property. Utilities may include, but are not limited to, water, sewer, trash removal, electricity, gas, telephone, master or cable television, and security.

**READERS, PLEASE PAY PARTICULAR HEED TO  
THE PROVISIONS TITLED "SECURITY" & "RISK".**

3.12 Security. The Association may, but is not obligated to, maintain or support certain activities within the Property designed, either directly or indirectly, to improve safety in or on the Property. Each owner and occupant acknowledges and agrees, for himself and his guests, that Declarant, the Association, and their respective directors, officers, committees, agents, and employees are not providers, insurers, or guarantors of security within the Property. Each owner and occupant acknowledges and accepts his sole responsibility to provide security for his owner person and property, and assumes all risks for loss or damage to same. Each owner and occupant further acknowledges that Declarant, the Association, and their respective directors, officers, committees, agents, and employees have made no representations or warranties, nor has the owner or occupant relied on any representation or warranty, express, or implied, including any warranty of merchantability or fitness for any particular purpose, relative to any fire, burglary, and/or intrusion systems recommended or installed, or any security measures undertaken within the Property. Each owner and occupant acknowledges and agrees the Declarant, the Association, and their respective directors, officers, committees, agents, and employees may not be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken.

3.13 Risk. Each occupant uses all common areas at his own risk. All common amenities are unattended and unsupervised. Each occupant is solely responsible for his own safety and that of his guests. The Association disclaims any and all liability or responsibility or injury or death occurring from use of the common amenities.

3.14 Easement to Inspect & Right to Correct. For a period of 10 years after the expiration of the Development Period, Declarant reserves for itself and for Declarant's architect, engineer, other design professionals, builder, materials manufacturer, and general contractor the right, but not the duty, to inspect, monitor, test, redesign, correct, relocate, and replace any structure, improvement, material, or



condition that may exist on any portion of the Property, including the units, and a perpetual nonexclusive easement of access throughout the Property to the extent reasonably necessary to exercise this right. Declarant will promptly repair, at its sole expense, any damage resulting from the exercise of this right. By way of illustration but not limitation, relocation of a utility meter may be warranted by a change of circumstance, imprecise siting of the original meter, or desire to comply more fully with public codes and ordinances. This Section may not be construed to create a duty for Declarant or the Association, and may not be amended without Declarant's written and acknowledged consent. In support of this reservation, each owner, by accepting an interest in or title to a unit, hereby grants to Declarant an easement of access and entry over, across, under, and through the Property, including without limitation all common elements and the owner's unit and all improvements thereon for the purposes contained in this Section.

#### ARTICLE 4

##### UNITS, COMMON ELEMENTS & ALLOCATIONS

4.1 Unit Boundaries. The boundaries and identifying number of each unit are shown on the Plat and Plans attached as Appendix D. The boundaries are further described as follows:

- 4.1.1 Lower Boundary: The bottom surface of the concrete subflooring is the horizontal plane defining the unit's lower boundary. Although the concrete subflooring is part of the unit, the owner may not remove the concrete subflooring without replacing it because it is part of the fire protection system for the Property.
- 4.1.2 Upper Boundary: The unit's roof is the unit's upper horizontal boundary. In other words, the unit's roof is part of the unit.
- 4.1.3 Lateral Boundaries – Party Walls: On party walls – walls between 2 units – the unit's lateral boundaries are the planes defined by the midpoints of the party wall. The unit on each side of a party wall extends to the middle of the party wall.
- 4.1.4 Lateral Boundaries – Exterior Walls: On perimeter walls other than party walls between 2 units, the unit's lateral boundaries are the planes defined by (1) the exterior (outside) surfaces of the brick, stucco, or any other outmost material comprising the perimeter walls; (2) the exterior (outside) surfaces of window glass and window frames; (3) the exterior (outside) surfaces of closed perimeter doors. In other words, the perimeter walls, as well as windows and doors, are part of the unit.
- 4.1.5 Unit's Windows, Walls, and Doors. **Although the windows, exterior walls, and doors are part of the unit, they are exterior components of the building that may not be modified in appearance without the Architectural Reviewer's prior written approval.**
- 4.1.6 Inconsistency with Plans: If this Section's description of unit boundaries is inconsistent with the Plat and Plans, then this Section will control. Owners should refer to other portions of this declaration, particularly the Maintenance Responsibility Chart, for their maintenance responsibilities as related to Unit Ownership.
- 4.1.7 What the Unit Includes: Each unit includes the spaces and improvements within the above-described vertical and horizontal boundaries of the unit. Each unit also includes improvements and equipment serving the unit exclusively, whether located inside or outside the physical boundaries of the unit, whether or not

attached to or contiguous with the physical boundaries of the unit, including the following: electricity meter, fuse box, electrical switches, wiring, pipes, ducts, conduits, smoke or fire detectors, security systems, television antenna, cable equipment, satellite equipment, shower pans, wall safes, door and window locks, peepholes, lighting fixtures, telephone and electrical receptacles, heating and cooling equipment and systems, and any other utility-related item from the point of its connection with common lines or systems. In other words, in addition to the inside of his unit, an owner also owns certain physical components of the Property that exclusively serve the unit even though located outside the boundaries of the unit.

- 4.1.8 Exclusions: Except as specifically included above, each unit excludes the spaces and improvements lying outside of the perimeter boundaries of the unit. Each unit also excludes any chute, pipe, flue, duct, wire, or conduit running through a unit for the purpose of furnishing utility and similar services to other units and/or common elements. In other words, an air conditioning duct that serves another unit is not part of the unit. However, under the preceding subparagraph, the length of duct that serves the unit exclusively is part of the unit.
- 4.1.9 Representations of Size. The space contained within the unit's vertical and horizontal boundaries is not related to the size of the unit's living areas. Similarly, the units are initially marketed on the basis of a limited number of representation floorplans, each of which is marked with a rounded and estimated sizes taken from pre-construction architectural drawings. Those marketing sizes may vary from the size of the actual space contained within the unit's vertical and horizontal boundaries.

#### **SIZE OF UNIT**

The Size of a unit may be measured different ways for different purposes, such as for tax purposes, appraisal purposes, sales purposes, and for purposes of carpeting and paint. No single measurement is definitive for all purposes. Measurements may be of the area under roof, or the air conditioned space, or the area within the unit's legal boundaries. The unit's partition wall cavities and/or its perimeter wall cavities may or may not be included.

4.2 Parking Spaces. The Association may contract with a third party to allow for parking spaces to be available for the Unit Owners. The Parking Lot and the Parking Spaces located therein are not owned by the Association or the Unit Owners. They are not General Common Elements, Limited Common Elements, or Units. The Association reserves the right to assign parking spaces for each unit within the Association within any parking lot leased by the Association. The Declarant and the Association expressly reserves the right at any time to assign and re-assign parking spaces to unit owners within any parking lot leased by the Association.

4.3 Common Elements. The common elements of the Property consist of all of the Property, save and except the units. As a general rule, all of the common elements are owned collectively by the unit owners in undivided interest. The Association, as a legal entity, does not own the common elements.

4.3.1 Ownership & Maintenance. The designation of common elements is determined by this Declaration. Declarant may install, construct, or authorize certain improvements on common elements in connection with the original construction of the Property, and the cost thereof is not a common expense of the Association, thereafter, all costs attributable to common elements, including maintenance, insurance, and enhancements, are automatically the responsibility of the Association, unless this Declaration elsewhere provides for a different allocation for a specific common element.

4.3.2 Acceptance. By accepting an interest in or title to a unit, each owner is deemed (1) to accept the common elements of the Property, and any improvements thereon, in its then-existing condition; (2) to acknowledge the authority of the Association, acting through its board of directors, for all decisions pertaining to the common elements; (3) to acknowledge that transfer of a common element's title (if any) to the Association by or through the Declarant is a ministerial task that does not require acceptance by the Association; and (4) to acknowledge the continuity of maintenance of the common elements, regardless of changes in the Association's board of directors or management.

4.4 Limitations of Plats and Plans. That a plat or plan in Appendix D shows a particular use for a general common element does not limit or determine the actual use of the general common element by the Association. All parts of the Property that are not units are common elements, whether or not they are so labeled on the plat or plan. Also, all common elements that are not limited common elements are general common elements, whether or not they are so labeled on the plat or plan.

4.5 Subsequent Allocation of Limited Common Elements. A common element not allocated by this Declaration as a limited common element may be so allocated only pursuant to the provisions of this Article. Declarant reserved the right in Appendix E of this Declaration, to create, assign, and reassign limited common elements within the Property. Once a common element is designated as "limited" and its use is assigned to a particular unit, any reassignment requires amendment of this Declaration.

4.6 Reallocation of Limited Common Elements. An amendment of reallocation of limited common element requires the approval of all owners of units whose interest are to be allocated or reallocated. The parties executing the amendment will provide an executed copy of the amendment to the Association, which will record it, provided that the amendment complies with the provisions of this Declaration and the Act. The amendment must contain words of conveyance and must be recorded and indexed in the names of the parties and the Property. The amendment will specify to which unit or units the limited common element is allocated. The parties executing the amendment are responsible for the preparation of the amendment and will reimburse the Association for its reasonable attorneys' fees in connection with review and recording of the amendment.

4.7 Allocation of Interests. The table showing the identifying number and allocated interests of each unit is attached as Appendix B. The same formulas are to be used in reallocating interest if units are added to the Property. The date on which the amendment creating additional units is recorded in the Real Property Records of Johnson County, Texas, is the effective date or reassigning allocated interests to those units. The interests allocated to each unit are calculated by the following formulas.

4.7.1 Common Element Interests. The percentage of undivided interest in the common elements allocated to each unit is based on estimated square footage of architectural drawings for each plan type, compared to the total estimated

square footage for all units (by plan type) in the Property. Percentages may be rounded up or down to facilitate calculations. Also, units of the same plan type may have allocations that differ slightly to facilitate the calculation of 100 percent.

4.7.2 Common Expense Liabilities. The percentage of liability for common expenses allocated to each unit is based on the same formula for common element interests.

4.7.3 Votes. Members of any class(es) entitled to vote shall have one (1) vote on each matter submitted to a vote of the Members. The weight of each member's vote is based upon each unit's fractional interest in the common elements as set forth within Appendix B to the Declaration.

## ARTICLE 5

### **COVENANT FOR ASSESSMENTS**

5.1 Purpose of Assessments. The Association will use assessments for the general purposes of preserving and enhancing the Property, and for the common benefit of owners and occupants, including but not limited to maintenance of real and personal property, management and operation of the Association, and any expense reasonably related to the purposes for which the Property was developed. If made in good faith, the board's decision with respect to the use of assessments is final.

#### **IF YOU OWN A BTX CONDOMINIUM ASSOCIATION UNIT, YOU MUST PAY ASSESSMENTS TO THE ASSOCIATION.**

5.2 Personal Obligation. An owner is obligated to pay assessments levied by the board against the owner of his unit. Payments are made to the Association at its principal office or at any other place the board directs. Payments must be made in full regardless of whether an owner has a dispute with the Association, another owner, or any other person or entity regarding any matter to which this Declaration pertains. No owner may exempt himself from his assessment liability by waiver of the use or enjoyment of the common elements or common services, or by the abandonment of his unit. An owner's obligation is not subject to offset by the owner, nor is it contingent on the Association's performance of the Association's duties. Payment of assessments is both a continuing affirmative covenant personal to the owner and a continuing covenant running with the unit.

5.3 Control for Assessment Increases. This Section of the Declaration may not be amended without the approval of owners representing at least 67 percent of the total allocated interest in the Association. In addition to other rights granted to owners by this Declaration, owners have the following powers and controls over the Association's budget. At least 30 days prior to the effective date of a special assessment or increase in regular assessments, the board will notify an owner of each unit of the amount of, the budgetary basis for, and the effective date of the special assessment or increase. The special assessment or increase will automatically become effective unless owners representing at least a majority of the allocated interest in the Association disapprove the special assessment or increase by petition or at a meeting of the Association. In that event, the last-approved budget will continue in effect until a revised budget is approved by the board.

5.4 Types of Assessments. There are 5 types of Assessments: Regular, Utility, Special, Individual, and Deficiency.

5.5 Regular Assessments.

5.5.1 Purpose of Regular Assessments. Regular assessments are used for the common expenses related to the reoccurring, periodic, and anticipated responsibilities of the Association, including but not limited to:

- a. Maintenance, repair, and replacement, as necessary, of the common elements, and improvements, equipment, signage, and property owned by the Association.
- b. Utilities billed to the Association.
- c. Services obtained by the Association and available to all units.
- d. Taxes on property owned by the Association and the Association's income taxes.
- e. Management, legal, accounting, auditing, and professional fees for services to the Association.
- f. Costs of operating the Association, such as telephone, postage, office supplies, printing, meeting expenses, and educational opportunities of benefit to the Association.
- g. Insurance premiums and deductibles.
- h. Contributions to the reserve funds.
- i. Any other expense which the Association is required by law or the Governing Documents to pay, or which in the opinion of the board is necessary or proper for the operation and maintenance of the Property or for enforcement of the Governing Documents.

5.5.2 Annual Budget. The board will prepare and approve an estimated annual budget for each fiscal year. The budget will take into account the estimated income and common expenses for the year, contributions to reserve funds, and a projection for uncollected receivables. The board will make the budget or its summary available to an owner of each unit, although failure to receive a budget or summary does not affect an owner's liability for assessments. The board will provide copies of the detailed budget to owners who make written request and pay a reasonable copy charge.

5.5.3 Basis of Regular Assessments. Regular assessments will be based on the annual budget, minus estimated income from sources other than regular assessments. Each unit will be liable for its allocated share of the annual budget. If the board does not approve an annual budget or fails to determine new regular assessments for any year, or delays in doing so, owners will continue to pay the regular assessment as last determined.

5.5.4 Supplemental Increases. If during the course of a year the board determines that regular assessments are insufficient to cover the estimated common expenses for the remainder of the year, the board may increase regular assessments for the remainder of the fiscal year in an amount that covers the estimated deficiency.

5.6 Utility Assessments. This Section applies to any utility serving the individual units and consumed by the occupants that are billed to the Association by the utility provider, and which may or may not be submetered by or through the Association. In addition to regular assessments, the board may levy a utility assessment against each unit. If the units are actively submetered for consumption of a utility



and if the Association reads the submeters, the utility assessment will be based on the submeter reading. If the units are not submetered or if the submeters are not in use, the board may allocate the Association's utility charges among the units by any conventional method for similar types of properties. The levy of a utility assessment may include a share of the utilities for the common elements, as well as administrative and processing fees, and an allocation of any other charges that are typically incurred in connection with utility or submetering services. The board may, from time to time, change the method allocation, provided the same type of method or combination of methods is used for all units.

5.7 Special Assessments. In addition to regular assessments, and subject to the owners' control for assessment increases, the board may levy one or more special assessments against all units for the purpose of defraying, in whole or in part, common expenses not anticipated by the annual budget or reserve funds. Special assessments do not require the approval of the owners, except that special assessments for the following purposes must be approved by at least a majority of the votes in the Association: (1) acquisition of real property, (2) construction of additional improvements to the property – not repair or replacement of existing improvements, and (3) any expenditure that may reasonably be expected to significantly increase the Association's responsibility and financial obligation for operations, insurance, maintenance, repairs, or replacement.

5.8 Individual Assessments. In addition to regular and special assessments, the board may levy an individual assessment against a unit and its owner. Individual assessments may include, but are not limited to: interest, late charges, and collection costs on delinquent assessments; reimbursement for costs incurred in bringing an owner or his unit into compliance with the Governing Documents; fines for violations of the Governing Documents; transfer-related fees and resale certificate fees; fees for estoppel letters and project documents; insurance deductibles; submetered utilities serving the unit; reimbursement for damage or waste caused by willful or negligent acts; common expenses that benefit fewer than all of the units, which may be assessed according to benefit received; fees or charges levied against the Association on a per-unit basis; and "pass through" expenses for services to units provided through the Association and which are equitably paid by each unit according to benefit received.

5.9 Deficiency Assessments. The board may levy a deficiency assessment against all units for the purpose of defraying, in whole or in part, the cost of repair or restoration if insurance proceeds or condemnation awards prove insufficient.

5.10 Due Date. Regular Assessments are due on the first calendar day of each month unless otherwise specified by the Board of Directors, and are delinquent if not received by the Association on or before the first day of the month. Utility, special, and individual assessments are due on the date stated in the notice of assessment or, if not date is states, within 10 days after notice of the special or individual assessment is given.

5.11 Reserve Funds. The Association's reserve funds are not intended to cover unforeseeable expenses or every foreseeable future expense. They are intended to reduce the amount or frequency of special assessments and dramatic increases in regular assessments.

5.11.1 Monitoring Laws and Lender Requirements. On the date of this Declaration, condominium associations are in a dynamic environment regarding replacement reserve funds. The board should periodically monitor the reserve requirements established by institutional lenders, in addition to ay created by public law, to try and maintain the Property's eligibility for mortgage financing.

5.11.2 Required Reserves. The Association will establish, maintain, and accumulate reserves for operations and for anticipated major repairs or periodic replacement

of significant improvements to the common elements, to be used as needed. During the early years of the Property, when major components of the common elements are new and unlikely to require replacement, the serve accounts are not expected to be fully funded.

- 5.11.3 Discretionary Reserves. In addition to reserves for replacement and repair of common elements, the board may create as many types of reserve accounts as it desires, such as the following types of reserves.
- a. Operations reserves at a level determined by the board to be sufficient to cover the cost of operational or maintenance emergencies or contingencies.
  - b. Deductible reserves at a level determined by the board to be sufficient to cover the full amount of deductibles on insurance policies maintained by the Association.
- 5.11.4 Owners Contribute. The reserve accounts are funded by monies paid by owners other than Declarant. Owners' contributions may be in the form of initial contributions at time of purchase, special assessments, and/or set-asides from regular assessments.

The Association hereby establishes a reserve fund in an amount that is equal to 2 months of regular assessments for all units or in any other amount as specified by the Association's Board of Directors. Each unit's contribution will be collected when the sale of the unit closes or on termination of the Declarant Control Period, whichever occurs first. **Contributions to this fund are not advance payments of regular assessments and are not refundable.**

The Directors of the Association may increase or decrease the number of months assessments that must be contributed to the reserve upon the closing of the unit by resolution of the Directors.

- 5.11.5 Replacement Reserve Study & Schedule. At the end of the Declarant Control Period, and periodically thereafter, the board elected by the owners will adopt a replacement reserve schedule as the basis for the Association's reserve accounts. The replacement reserve schedule may be based on a replacement reserve study approved by the board. The board will use the replacement reserve study to determine which common elements and repairs are to be covered by the replacement reserve schedule, and which are to be addressed as routine maintenance within the annual operating budget. The board will also determine:
- a. What percentage or portions of the replacement reserve schedule to fund on an ongoing basis, and which to fund by special assessment or an increase in the regular assessment at the time work is performed.
  - b. Whether to levy a special assessment to establish, increase, or replenish the reserve accounts.
  - c. Whether to dedicate some or all of the reserve funds to specific uses.
- 5.11.6 Adequacy of Reserve Fund. A reserve fund is deemed to be adequate if (1) the fund identifies at least the major components of the common elements, estimates the remaining useful life of each major component, and estimates the

cost of repairing or replacing each major component using current costs (without cost of living or inflation factors), and (2) there is a schedule for infusing the fund with monetary contributions from owners, even if years or decades are required to reach full funding.

5.11.7 Declarant Does Not Contribute. Declarant has no duty to contribute to the Association's reserve accounts. If the Declarant-controlled Association does not collect initial reserve contributions from owners at time of purchase, after the Declarant Control Period, the Association will levy a special assessment to establish initial reserve accounts, and will thereafter collect initial reserve contributions in connections with transfers of title.

5.12 Declarant's Right to Inspect & Correct Accounts. For a period of 5 years after termination of the Declarant Control Period, Declarant reserved for itself and for Declarant's accountants and attorneys, the right, but not the duty, to inspect, correct, and adjust the Association's financial books, records, and accounts from the Declarant Control Period. The Association may not refuse to accept an adjusting or correcting payment made by or for the benefit of the Declarant. By way of illustration but not limitation, Declarant may find it necessary to recharacterize an expense or payment to conform to Declarant's obligations under the Governing Documents or applicable State Law. This Section may not be construed to create a duty for declarant or a right for the Association, and may not be amended without Declarant's written and acknowledged consent. In support of this reservation, each owner, by accepting an interest in or title to a unit, hereby grants Declarant a right of access to the Association's books, records, and accounts that is independent of Declarant's rights during the Declarant Control and Development Periods, for the limited purpose of this Section and only to the extent necessary to enable Declarant to exercise its rights under this Section.

5.13 Association's Right to Borrow Money. The Association is granted the right to borrow money, subject to the consent of owners representing at least 67% of the allocated interest in the Association and the ability of the Association to repay the borrowed funds from assessments. To assist its ability to borrow, the Association is granted the right to encumber, mortgage, pledge, or deed in trust any of its real or personal property, and the right to adding its right to future income, as security for money borrowed or debt incurred, provided that the rights of the lender in the pledged property are subordinate and inferior to the rights of the owners hereunder.

5.14 Limitations of Interest. The Association, and its officers, directors, managers, and attorneys, intend to conform strictly to the applicable usury laws of the State of Texas. Notwithstanding anything to the contrary in the Governing Documents or any other document or agreement executed or made in connection with the Association's collection of assessments, the Association will not in any event be entitled to receive or collect, as interest, a sum greater than the maximum amount permitted by applicable law. If from any circumstances whatsoever, the Association ever received, collects, or applies as interest a sum in excess of the maximum rate permitted by law, the excess amount will be applied to the reduction of unpaid special and regular assessments, or reimbursed to the owner if those assessments are paid in full.

5.15 HOA Sale Fees. This Section addresses the expenses, fees, charges, and contributions (hereafter, collectively, the "**HOA Sale Fees**") that are charged by the Association or its manager, and that arise at the time of a unit's sale or purchase. As used in this Section, "HOA Sale Fees" does not include a buyer's prepaid and/or pro-rata assessments. HOA Sale Fees are not refundable by the Association or the Association's manager, and may not be regarded as a prepayment of or credit against assessments. HOA

Sale Fees generally fall into two types of categories – budget enhancing fees, such as contributions to the reserve or operating funds of the Association, and administrative fees, such as fees for resale certificates, estoppel certificates, copies of Governing Documents, compliance inspections, ownership record changes, and priority processing.

- 5.15.1 Notice of HOA Sale Fees. The Association may, but is not required to, publicly record a Notice of HOA Sale Fees. The initial Notice may be recorded with the Community Manual or the Condominium Management Certificate. The Notice as amended or restated may be recorded independently of the Community Manual or Condominium Management Certificate.
- 5.15.2 Manager's Fees. HOA Sale Fees of an administrative nature may be charged by the Association's manager, managing director, or managing agent (collectively "**manager**"), pursuant to a contract between the Association and the manager, and provided there is no duplication of fees by type or amount with fees charged by the Association. This Article does not obligate the manager to levy HOA Sale Fees. The number, types, and amounts of HOA Sale Fees charged by a manager (1) must have the prior written approval of the board, (2) are not subject to the Association's assessment lien, (3) should not exceed what is customary in amount, kind, and number for the local marketplace, and (4) are not payable by the Association unless the management contract so stipulates.
- 5.15.3 Amendment of Notice. After the Development Period, the board, without a vote of the owners, may amend the Notice of HOA Sale Fees for the following three purposes: (1) to restate the Notice without reference to New Commercial Unit Sales if every unit in the Property has been sold at least once; (2) to change a stated amount or formula for an HOA Sale Fees that applies to resales, or (3) to conform the Notice of HOA Sale Fees with applicable law regarding HOA Sale Fees. Any amendment pertaining to New Commercial Unit Sales must be approved in writing by Declarant as long as any unit qualifies as a New Commercial Unit. Any other amendment of the Notice requires the approval of owners of two-thirds of the units represented at a meeting of the Association at which a quorum is present, provided notice of the proposed amendment is given with the notice of meeting. During the Development Period, the Notice of HOA Sale Fees may be amended by Declarant only.
- 5.15.4 Effective. To be effective, an amendment or restatement of the Notice of HOA Sale Fees must be in the form of a written instrument (1) referencing the name of the Property, the name of the Association, the recording data of this Declaration, and the recording data of the most recent previously recorded Notice of HOA Sale Fees, (2) signed and acknowledged by Declarant during the Development Period, and thereafter by an officer of the Association, certifying the requisite approval of owners or directors, and (3) recorded in the Real Property Records of Johnson County, Texas.
- 5.15.5 Applicability. If the amended or restated Notice of HOA Sale Fees results in an overall reduction of HOA Sale Fees for a conveyance that is pending at the time of the amendment, the lower rate is effective immediately for any closing that occurs after the date the amendment is publicly recorded. If the amended or

restated Notice of HOA Sale Fees result in an overall increase of HOA Sale Fees for the unit being conveyed, the increased amount is not effective until the 90<sup>th</sup> day after the date on which the amended or restated Notice of HOA Sale Fees is publicly recorded.

- 5.15.6 Distribution. Within 60 days after the amended or restated notice of HOA Sale Fees is publicly recorded, a copy or report of, or electronic link to, the recorded amended Notice of HOA Sale Fees must be delivered or made available to an owner of each unit.

## ARTICLE 6

### ASSESSMENT LIEN

6.1 Assessment Lien. Each owner, by accepting an interest in or title to a unit, whether or not it is so expressed in the instrument of conveyance, covenants and agrees to pay assessments to the Association. Each assessment is a charge on the unit and is secured by a continuing lien on the unit. Each owner, and each prospective owner, is placed on notice that his title may be subject to the continuing lien for the assessments attributable to a period prior to the date he purchased his unit.

#### **YES, THE HOA CAN FORECLOSE!**

**If you fail to pay assessments to the Association, you  
may lose title to your unit if the Association forecloses  
its assessment lien against your unit.**

6.2 Superiority of Assessment Lien. The assessment lien is superior to all other liens and encumbrances on a unit, except only for (1) real property taxes and assessments levied by governmental and taxing authorities, (2) a deed of trust or vendor's lien recorded before this Declaration, (3) a recorded deed of trust lien securing a loan for construction of the original unit, and (4) a purchase money vendor's lien or purchase money deed of trust lien recorded before the date on which the delinquent assessment became due. The assessment lien is superior to a lien for construction of improvements to the unit, regardless of when recorded or perfected. It is also superior to any recorded assignment of the right to insurance proceeds on the unit, unless the assignment is part of a superior deed of trust lien. The assessment lien is subordinate and inferior to a recorded deed of trust lien that secures a purchase money mortgage, an FHA-insured mortgage, or a VA-guaranteed mortgage.

6.3 Effect of Mortgagee's Foreclosure. Foreclosure of a superior lien extinguishes the Association's claim against the unit for unpaid assessments that became due before the sale, but does not extinguish the Association's claim against the former owner, and does not extinguish the Association's lien for assessments that become due after the sale. The purchaser at the foreclosure sale of a superior lien is liable for assessments coming due from and after the date of the sale, and for the owner's pro-rata share of the pre-foreclosure deficiency as a common expense.

6.4 Notice and Release of Notice. The Association's lien for assessments is created by recordation of this Declaration, which constitutes record notice and perfection of the lien. No other recordation of a lien or notice of lien is required. However, the Association, at its option, may cause a notice of the lien to be recorded in the Real Property Records of Johnson County, Texas. If the debt is cured after a notice has been recorded, the Association will record a release of the notice at the expense



of the curing owner. The Association may require reimbursement of its costs of preparing and recording the notice before granting the release.

6.5 Power of Sale. By accepting an interest in or title to a unit, each owner grants to the Association a private power of nonjudicial sale in connection with the Association's assessment lien. The board may appoint, from time to time, any person, including an officer, agent, trustee, substitute trustee, or attorney, to exercise the Association's lien rights on behalf of the Association, including the power of sale. The appointment must be in writing and may be in the form of a resolution recorded in the minutes of a board meeting.

6.6 Foreclosure of Lien. The assessment lien may be enforced by judicial or nonjudicial foreclosure. A nonjudicial foreclosure must be conducted in accordance with the provisions applicable to the exercise of powers of sale as set forth in Section 51.002 of the Texas Property Code, or in any matter permitted by law. In any foreclosure, the owner is required to pay the Association's costs and expenses for the proceedings, including reasonable attorney's fees. The Association has the power to bid on the unit at foreclosure sale and to acquire, hold, lease, mortgage, and convey same.

## ARTICLE 7

### EFFECT OF NONPAYMENT OF ASSESSMENTS

An assessment is delinquent if the Association does not receive payment in full by the assessment's due date. The Association, acting through the board, is responsible for taking action to collect delinquent assessments. From time to time, the Association may delegate some or all of the collection procedures and remedies, as the board in its sole discretion deems appropriate, to the Association's manager, an attorney, or a debt collector. Neither the board nor the Association, however, is liable to an owner or other person for its failure or inability to collect or attempt to collect an assessment. The following remedies are in addition to and not in substitution for all other rights and remedies which the Association has.

7.1 Interest. Delinquent Assessments are subject to interest from the due date until paid, at a rate to be determined by the board from time to time, not to exceed the lesser of 18 percent (18%) per annum or the maximum permitted by law. If the board fails to establish a rate, the rate is 10 percent (10%) per annum.

7.2 Late Fees. Delinquent assessments are subject to reasonable late fees, at a rate to be determined by the board from time to time.

7.3 Collection Expenses. The owner of a unit against which assessments are delinquent is liable to the Association for reimbursement of reasonable costs incurred by the Association to collect the delinquent assessments, including attorney's fees and processing fees charged by the manager.

7.4 Acceleration. If an owner defaults in paying an assessment that is payable in installments, the Association may accelerate the remaining installments on 10 days' written notice to the defaulting owner. The entire balance of the assessment becomes due on the date stated in the notice.

7.5 Suspension of Use and Vote. If an owner's account has been delinquent for at least 30 days, the Association may suspend the right of the owner and the occupants of the owner's unit to use common elements and common services during the period of delinquency. Services include master-metered or sub-metered utilities serving the unit. The Association may not suspend and owner or occupant's right of access to the unit. Subject to the below-described limitations, the Association may also suspend the owner's right to vote appurtenant to the unit during the period of delinquency. Suspension

does not constitute a waiver or discharge of the owner's obligation to pay assessments. When the Association suspends a member's right to vote, the suspended member may nevertheless participate as a member for the following activities: (1) be counted toward a quorum, (2) attend meetings of the Association, (3) participate in discussion at Association meetings, (4) be counted as a petitioner for a special meeting of the Association, and (5) vote to remove a director, and for the replacement of the removed director. If the number of suspended members exceeds 30 percent (30%) of the total members (co-owners of a unit constituting one member), all members are eligible to vote. These limitations are imposed to prevent a board from disenfranchising a large segment of the membership and to preserve the membership's right to remove and replace directors.

7.6 Assignment of Rents. Every owner hereby grants to the Association a continuing assignment of rents to secure the payment of assessments to the Association. If a unit's account becomes delinquent during a period in which the unit is leased, the Association may direct the tenant to deliver rent to the Association for application to the delinquent account, provided the Association gives the owner notice of the delinquency, a reasonable opportunity to cure the debt, and notice of the owner's right to a hearing before the board. The Association must account for all monies received from a tenant and must remit to the owner any rents received in excess of the past-due amount. A tenant's delivery of rent to the Association under the authority hereby granted is not a breach of the tenant's lease with the owner and does not subject the tenant to penalties from the owner.

7.7 Money Judgment. The Association may file suit seeking a money judgment against an owner delinquent in the payment of assessments, without foreclosing or waiving the Association lien for assessments.

7.8 Notice to Mortgagee. The Association may notify and communicate with any holder of a lien against a unit regarding the owner's default in payment of assessments.

7.9 Application of Payments. The Association may adopt and amend policies regarding the application of payments. The Association may refuse to accept partial payment or payment to which the payer attaches conditions or directions contrary to the Association's policy or applying payments. The Association's policy may provide that endorsement and deposit of a payment does not constitute acceptance by the Association, and that acceptance occurs when the Association posts the payment to the unit's account.

## ARTICLE 8

### MAINTENANCE AND REPAIR OBLIGATIONS

8.1 Association Maintenance. The Association's maintenance obligations will be discharged when and how the board deems appropriate. The Association maintains, repairs, and replaces, as a common expense, all general and limited common elements of the Property. The Association also maintains, as a common expense, any component of a unit delegated to the Association by this Declaration.

8.2 Owner Responsibility. Every owner has the following responsibilities and obligations for the maintenance, repair, and replacement of the Property:

- a. To maintain, repair, and replace his unit, as needed.
- b. To periodically clean the windows and screens of his unit, and to keep his unit's window treatments in a clean and attractive condition.
- c. To keep the exterior walls, roof, and other exterior components of his unit in a neat, clean, odorless, orderly, and attractive condition.

- d. To maintain, repair, and replace all portions of the Property for which he is responsible under this Declaration or by agreement with the Association. This includes the exterior of the Unit.
- e. To not do any work or to fail to do any work which, in the reasonable opinion of the board, would materially jeopardize the soundness and safety of the Property, reduce the value thereof, or impair any easement or real property right thereto.
- f. To be responsible for his owner willful or negligent acts and those of his or the occupant's family, guests, agents, employees, or contractors when those acts necessitate maintenance, repair, or replacement of common elements or the property of another owner, or any component of the Property for which the Association has maintenance or insurance responsibility.

8.3 Exterior Walls, Sheetrock, and Roofs. The Association is responsible for the repair, maintenance, and replacement of exterior walls. Notwithstanding anything to the contrary in the Governing Documents, the Association is not responsible for the repair and replacement of interior sheetrock or roofs, including those roofs used as a patio or patio bar. Unit owners shall be responsible for the maintenance, repair and replacement of sheetrock or roofs, including roofs used as a patio or patio bar. Any insurance proceeds received by the Association related to damage shall be allocated in accordance with Section 82.111 of the Texas Property Code.

8.4 Concrete.

- a. Cracks. Minor cracks in poured concrete, including foundations, sidewalks, and patios, are inevitable as a result of the natural movement of soil (expansion and contraction), shrinkage during the curing of the concrete, and settling of a Structure.
- b. Exposed Concrete Floors. This Section applies to residences or Structures with exposed concrete floors. This notice is given because Owners may be inexperienced with concrete and expect it to be as forgiving as wood or sheetrock. In deciding whether, when, and how to fill cracks in exposed concrete floors, and Owner is hereby made aware that the color and texture of the fill material may not match the rest of the concrete floor. On some exposed concrete floors, fill materials make minor cracks more noticeable than if the cracks had been left in their natural state. In addition, an Owner is hereby made aware that any specification for polished concrete means that the concrete will be polished, but this does not mean and Owner will be able to actually see their reflection in the floor.

8.5 Mold. In the era in which this Declaration is written, the public and the insurance industry have a heightened awareness of and sensitivity to anything pertaining to mold. Because many insurance policies do not cover damages related to mold, owners should be proactive in identifying and removing visible surface mold, and in identifying and repairing sources of water leaks in and around the unit. To discourage mold in his unit, each occupant should maintain an inside humidity level under 60 percent (60%). For more information about mold, the owner should consult a reliable source, such as the U.S. Environmental Protection Agency.

- 8.5.1 Owner's Duties. To reduce the risks associated with concentrations of mold, owners should be proactive in preventing conditions or circumstances conducive

to mold, identifying mold, and eliminating mold. To that end, each owner is responsible for:

- a. Regularly inspecting his entire Unit for evidence of water leak or penetration.
- b. Repairing promptly any water leaks, breaks, or malfunctions of any kind of his Unit that may cause damage to another Unit or Common Element.
- c. Reporting promptly to the Association any water leak, penetration, break, or malfunction in any portion of his Unit or any adjacent Common Elements for which the Association may have maintenance responsibility.

8.6 Party Walls. Each wall which is built as a part of the original construction and placed on the dividing line between the Units shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Section, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto. No alterations may be made to any party wall other than non-structural alterations to the interior surfaces of such walls (i.e., the surfaces of such walls facing the interior of a commercial unit); provided, however, that under no circumstances shall any alterations or attachments be made to any party wall surface that would create or may result in any physical damage, cosmetic or otherwise, to the party wall.

8.6.1 Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

8.6.2 Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, it shall be repaired under the provisions of Article 15. However, the Association may call for a contribution from either or both owners under any rule of law regarding liability for negligent or willful acts or omissions that contributed to the destruction of the party wall.

8.6.3 Weatherproofing. Notwithstanding any other provision of this Article, and Owner who by his or her negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

8.6.4 Right to Contribution Runs with Land. The right of any Owner to Contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

8.7 Warranty Claims. If the owner is the beneficiary of a warranty against major structural defects of any portion of the Property that is the responsibility of the Association to maintain, the owner may NOT appoint the Association or its officers and directors as his attorney-in-fact to file, negotiate, receive, administer, and distribute the proceeds of any claim against the warranty that pertains to that component of the Property. This prohibition is warranted by the possibility that the Association may become a party to this dispute because of its duty to maintain the Property.

8.8 Owner's Default in Maintenance. If the board determines that an owner has failed to properly discharge his obligation to maintain, repair, and replace items for which the owner is responsible, the board may give the owner written notice of the Association's intent to provide the necessary maintenance at owner's expense. The notice must state, with reasonable particularity, that maintenance deemed necessary and a reasonable period of time in which to complete the work. If the owner fails or refuses to timely perform the maintenance, the Association may do so at owner's expense, which is an individual assessment against the owner and his unit. Such assessments may include, but are not limited to, cost of maintenance and repair, costs of a locksmith, and costs of security. In case of an emergency,

however, the board's responsibility to give the owner written notice may be waived and the board may take any action it deems necessary to protect persons or property, the cost of the action being the owner's expense.

8.9 Disputes. If a dispute arises regarding the allocation of maintenance responsibilities by this Declaration, the dispute will be resolved by delegating responsibility to the individual owners. Unit maintenance responsibilities that are allocated to the Association are intended to be interpreted narrowly to limit and confine the scope of Association responsibility. It is the intent of this Article that all components and areas not expressly delegated to the Association are the responsibility of the individual owners. The board is expressly authorized to amend the Maintenance Responsibility Chart, from time to time, without further amendment of this Declaration.

## ARTICLE 9

### ARCHITECTURAL COVENANTS AND CONTROL

9.1 Purpose. Because the units are part of single, unified community, the Association, subject to the terms and conditions of the Chapter 380 Economic Development and Performance Agreement related to exterior design and appearance of the Property, has the right to regulate the exterior design, use, and appearance of the units and common elements in order to preserve and enhance the Property's value and architectural harmony. One purpose of this Article is to promote and ensure the level of taste, design, quality, and harmony by which the Property is developed and maintained. Another purpose is to prevent improvements and modifications that may be widely considered to be racial, curious, odd, bizarre, or peculiar in comparison to then existing improvements. A Third purpose is to regulate the appearance of every aspect of proposed or existing improvements to the Property, including replacements or modifications of original construction or installation. During the Development Period, a primary purpose of this Article is to reserve and preserve Declarant's right of architectural control. Lastly, this Article is to ensure the Property complies with Burleson's vision of the Property as set forth in the Chapter 380 Economic Development and Performance Agreement.

9.2 Exercise of Architectural Control. During the Development Period, Declarant or its delegate is the sole architectural authority for the Property, subject to the terms and conditions of the Chapter 380 Economic Development and Performance Agreement related to the exterior design and appearance of the Property and pursuant to the architectural control provisions that may be enacted by the Association. After the Development Period, the board or a committee appointed by the board exercises architectural control over the Property. Whomever exercises architectural control pursuant to this Declaration is hereafter referred to as the "**Architectural Reviewer**."

9.3 Limits on Liability. The Architectural Reviewer has sole discretion with respect to taste, design, and all standards specified by this Article. The Architectural Reviewer and each of its members has no liability for its decisions made in good faith by the Architectural Reviewer, and which are not arbitrary or capricious. The Architectural Reviewer is not responsible for: (1) errors in or omissions from the plans and specifications submitted to the Architectural Reviewer, or (2) the compliance of the owner's plans and specification with city codes and ordinances, State and federal laws. Approval of a modification or improvement by the Architectural Reviewer may not be deemed to constitute a waiver of the Architectural Reviewer's right to without approval for similar proposals, plans, or specifications that are subsequently submitted.



**DON'T MAKE CHANGES (*no matter how pretty*) TO THE  
PROPERTY UNLESS YOU HAVE WRITTEN  
ARCHITECTURAL APPROVAL**

9.4 Prohibition of Construction, Alteration, & Improvement. Without the Architectural Reviewer's prior written approval, a person may not commence or continue any construction, alteration, addition, improvement, installation, modification, redecoration, or reconstruction of or to the Property, or do anything that affects the appearance, use, or structural integrity of the Property. The Architectural Reviewer has the right but not the duty to evaluate every aspect of construction and property use that may adversely affect the general value or appearance of the Property.

9.5 Architectural Approval. To request architectural approval, an owner must make written application and submit to the Architectural Reviewer TWO identical sets of plans and specifications showing the nature, kind, shape, color, size, materials, and locations of the work to be performed. In support of the application, the owner may but is not required to submit letters of support or non-opposition from owners of units that may be affected by the proposed change. The application must clearly identify any requirement of this Declaration for which a variance is sought. The Architectural Reviewer will return one set of plans and specifications to the applicant marked with the Architectural Reviewer's response, such as "Approved," "Denied," or "more Information Required." The Architectural Reviewer may retain the other set of plans and specifications, together with the application, for the Association's files. The Architectural Reviewer has the right but not the duty to evaluate every aspect of construction and property use that may alter or adversely affect the value, use, or appearance of the Property.

- 9.5.1 No Verbal Approval. Verbal approval by the Architectural Reviewer, the Declarant, and Association's director or officer, or the Association's manager does not constitute architectural approval by the Architectural Reviewer, which must be in writing.
- 9.5.2 No Deemed Approval. The failure of the Architectural Reviewer to respond to an application may not be construed as approval of the application. **Under no circumstance may approval of the Architectural Reviewer or of the Association be deemed, implied, or presumed.**
- 9.5.3 No Approval Required. Approval is not required for an owner to remodel or repaint the interior of a unit, provided the work (1) does not impair the structural soundness of the building, (2) is not visible from the street, another unit, or a common element, and (3) does not adversely affect the common elements of another unit.
- 9.5.4 Hearing Before the Board if Request is Denied. In the event that an Owner's Architectural Request is denied, that Owner may request, and shall be given, a hearing in front of the board to discuss the denial and any changes that may be made so that the Architectural Request may be approved.
- 9.5.5 Building Permit. If the application is for work that requires a building permit from a governmental body, approval by the Architectural Reviewer is conditioned on the issuance of the appropriate permit. The Architectural Reviewer's approval of plans and specifications does not mean that they comply with the requirements of the governmental body. Alternatively, governmental approval does not ensure approval by the Architectural Reviewer.

- 9.5.6 Neighbor Input. The Architectural Reviewer may solicit comments on the application, including from owners or occupants of units that may be affected by the proposed change, or from which the proposed change may be visible. Whether to solicit comments, from whom to solicit comments, and whether to make the comments available to the applicant is solely at the discretion of the Architectural Reviewer. The Architectural Reviewer is not required to respond to the commenters in ruling on the application.
- 9.5.7 Declarant Approved. Notwithstanding anything to the contrary in this Declaration, any improvements to the property made or approved by Declarant during the Development Period is deemed to have been approved by the Architectural Reviewer.

***If you don't get an "OK" in writing, you can't do it. Sorry.***

9.6 Owner's Duties. If the Architectural Reviewer approved and owner's application, the owner may proceed with the improvement, provided:

- a. The owner must adhere strictly to the plans and specifications which accompanied his application.
- b. The owner must initiate and complete the improvement in a timely manner.
- c. If the approved application is for work that required a building permit from the city, the owner must obtain the appropriate permit. The Architectural Reviewer's approval of plans and specifications does not mean that they comply with the city's requirement. Alternatively, approval by the city does not ensure approval by the Architectural Reviewer.

9.7 Control for Variances. This Section of the Declaration may not be amended without the approval of owners of at least 75 percent (75%) of the allocated interest in the Association and approval by Burleson which shall not be unreasonably withheld. If the Architectural Reviewer is considering approval of an application that seeks a variance or which, in the Architectural Reviewer's opinion, would constitute a variance of the Property's established standards, the Architectural Reviewer will so notify the board which, in turn, must notify an owner of each unit of the nature of the proposed variance at least 20 days before the Architectural Reviewer approved the application. The Architectural Reviewer may approve the variance unless owners of at least a majority of the units disapprove the proposed variance by petition or at a meeting of the Association.

## **ARTICLE 10**

### **USE RESTRICTIONS**

10.1 Variance. The use of the Property is subject to the restrictions contained in this Article which includes Article 4.03 of the Chapter 380 Economic Development and Performance Agreement, and subject to Rules adopted pursuant to this Article. The board or the Architectural Reviewer, as the case may be, may grant a variance or waiver of a restriction or Rule on a case-by-case basis when unique circumstances dictate, and may limit or condition its grant. To be effective, a variance must be in writing. The grant of a variance does not affect a waiver or estoppel of the Association's right to deny a variance in other circumstances.

10.2 Association's Right to Promulgate Rules. The Association, acting through the board, is granted the right to adopt, amend, repeal, and enforce reasonable Rules, and penalties for infractions

thereof, regarding the occupancy, use, disposition, maintenance, appearance, and enjoyment of the Property. The right to make rules, or to regulate, includes the right to prohibit or to restrict.

10.3 Subjective Standards. Standards for some rules and restrictions are inherently subjective, such as what is unattractive or offensive. The Association is not required to honor every occupant's individual tolerances. On lifestyle-related rules, the Association may refrain from acting on a perceived violation unless the board determines the violation to be significant or a community-wide problem. The Association may not be compelled by one occupant to enforce rules and restrictions against another occupant. Occupants are expected to deal directly and peaceably with each other about their differences.

10.4 Rules and Regulations. In addition to the restrictions contained in this Article, each unit is owned and occupied subject to the right of the board to establish Rules, and penalties for infractions thereof, governing:

- a. Use of common elements.
- b. Hazardous, illegal, or annoying materials or activities on the Property.
- c. The use of Property-wide services provided through the Association.
- d. The consumption of utilities billed to the Association.
- e. The use, maintenance, and appearance of anything visible from the street, common elements, or other units.
- f. The occupancy of leasing of units.
- g. Animals.
- h. The installation of Signs within the Association.
- i. Vehicles.
- j. Disposition of trash and control of vermin, termites, and pests.
- k. Anything that interferes with maintenance of the Property, operation of the Association, administration of the Governing Documents, or the quality of life for occupants.

10.5 Animals. No animal, bird, fish, reptile, or insect of any kind may be kept, maintained, raised, or bred anywhere on the Property. Dogs shall be kept on a leash when outside the property or appurtenant limited common element. It is the pet owner's responsibility to keep the Common Elements clean and free of pet debris and to pick up and properly dispose of pet waste wherever deposited. Any animal that in the judgment of the Board represents a hazard or annoyance, or risk to the Association Members must be removed within a proper time frame determined by the Board.

10.6 Annoyance. No unit or limited common element may be used in any way that: (1) may reasonably be considered annoying to neighboring units; (2) may be calculated to reduce the desirability of the Property as a commercial neighborhood; (3) may endanger the health or safety of occupants; (4) may result in the cancellation of insurance on any portion of the Property; or (5) will violate any law. The board has the sole authority to determine what constitutes an annoyance.

10.7 Appearance. Both the exterior and interior of the units must be maintained in a manner so as not to be unsightly when viewed from the street, common elements, or neighboring units. The board will be the sole arbitrator or acceptable appearance standards.

10.8 Declarant Privileges. In connection with the development and marketing of the Property, Declarant has reserved a number of rights and privileges to use the Property in ways that are not available to other owners and occupants, as provided in Appendix F of this Declaration. Declarant's exercise of a Development Period right that appears to violate a rule or a use restriction of this Article does not constitute waiver or abandonment of the restriction by the Association.

10.9 Drainage. No person may interfere with the established drainage pattern over any part of the Property unless an adequate provision for property drainage has been approved by the board.

10.10 Walkways, Passageways, and Sidewalks. Walkways, Passageways, Sidewalks and other pedestrian areas may not be used for any purpose that interferes with their ongoing use as routes of vehicular or pedestrian access. Some outdoor areas, walkways, and passageways may be use for outdoor dining and recreation if approved by the Board of Directors.

10.11 Energy Conservation. Although energy conservation may be consistent with public policy, without the board's prior written authorization, which may be denied, no energy conservation device may be places on or affixed to a common element. Without limitation, energy conservation devices include solar panels, rain barrels, compost devices, and clotheslines.

10.12 Fire Safety. On the date of this Declaration, public authorities require the buildings to be constructed with a fire safety water sprinkler system in each unit. No person may use, misuse, cover, disconnect, tamper with, or modify the fire safety equipment of the Property, including the sprinkler heads and water lines in and above the ceilings of the unit, or interfere with the maintenance and/or testing of same by the Association or public officials, or by their respective representatives.

10.13 Flags. Although public policy encourages the flying of flags as a display of pride and patriotism, without the board's prior written authorization, which may be denied, no flag display may be installed or affixed in or on the common element, to the extent such limitation is permitted by public law. Any installation of a flag or flagpole is subject to approval by the Architectural Review Authority.

10.14 Landscaping. No person may perform landscaping, planting, or gardening anywhere upon the Property without the board's prior written authorization.

***Although music is a universal language, no one type or volume of music is universally loved – not even your favorite music, as wonderful as it is. Please be mindful to respect all City and Local noise ordinances.***

10.15 Noise & Odor. An occupant must exercise reasonable care to avoid making or permitting to be made loud, disturbing, or objectionable noises or noxious odors that are likely to disturb or annoy occupants of neighboring units. The Rules may limit, discourage, or prohibit the use of noise-producing activities and items in the units on the common elements, such as security devises and windchimes.

All Owners and occupants shall take care to abide by the Noise Ordinance for the City of Burleson. The Association maintains the right and ability, but shall not be required, to enforce the terms and provisions of the City of Burleson Noise Ordinance against an Owner should the City of Burleson fail to enforce said Ordinance.

Any fine assessed against the Association by the City of Burleson due to the actions of an Owner may be assessed against the Owner or guest responsible for said violation as an individual assessment.

**Although the units are constructed to reduce the transmission of sound between adjoining units, the units are not soundproofed. Some noise transmission between adjoining units is possible.**

10.16 Noise & Odor – Common Area. Occupants of units in close proximity to any common area must anticipate (and tolerate) a certain amount of periodic noise and activity in connection with occupants' customary use of the area.

10.17 Occupancy. No part of the property may be used for purposes other than for the units of a commercial business enterprise. Nothing in this declaration shall prevent an owner from leasing or renting out the unit owned by the owner, subject to the terms and provisions of the Declaration.

10.18 Religious Display. To the extent permitted and protected by applicable law (such as TX Prop Code Sec 202.018), an owner or occupant may display or affix one or more religious items to the outside surface of the unit provided (1) the display is motivated by the owner or occupant's sincere religious belief; (2) the display does not violate a law or threaten public health or safety; and (3) the display is not patently offensive to a passerby of average sensibilities. A unit owner may not affix a religious display to a common element or limited common element. In addition to remedies available to the Association for a violation of the Governing Documents, the Association may exercise self-help to remove a religious display that violates this Section.

10.19 Commercial or Governmental Use. The use of a unit is limited exclusively to commercial or governmental purposes or any other use permitted by this Declaration. Units may not be used for residential use.

10.20 Signs. No signs, including signs advertising the units for sale or lease, or unsightly objects may be erected, placed, or permitted to remain on the Property or to be visible from windows, or doors in the units without written authorization of the board. The board's authorization may specify the location, nature, dimensions, number, and time period of any advertising sign. As used in this Section, "sign" includes, without limitation, lettering, images, symbols, pictures, shapes, lights, banners, and any other representation or medium that conveys a message. The Association may affect the immediate removal of any sign or object that violates this Section or which the board deems inconsistent with Property standards without liability for trespass or any other liability connected with the removal.

10.21 Specific Uses. A common element that has a specific use may not be used for any other purpose without the prior written consent of the board. In particular, sidewalks, walkways, stairwells, elevators, and other passageways may not be used for any purpose that interferes with their ongoing use as routes of pedestrian access. Some common areas, walkways, and passageways may be use for outdoor dining and recreation if approved by the Board of Directors.

10.22 Structural Integrity. No person may directly or indirectly impair the structural soundness or integrity of a building or another unit, not do any work or modification that will impair an easement or real property right.

**EVERY OCCUPANT OF BTX CONDOMINIUM  
ASSOCIATION IS EXPECTED TO COMPLY WITH THESE  
RULES AND WITH PUBLISHED RULES ADOPTED BY THE  
BOARD OF DIRECTORS.**

10.23 Television & Internet Connectivity. Each occupant of the Property will avoid doing or permitting anything to be done that may unreasonably interfere with the television, internet signal, wifi connectivity, radio, telephonic, electronic, microwave, cable, or satellite reception on the Property. Without the prior written consent of the Architectural Reviewer, no person may install an antenna, microwave or satellite dish, receiving or transmitting tower on the common elements or the exterior of buildings. Notwithstanding the foregoing and to the extent required by public law, the following items



(hereafter “**Antenna/Dish**”) may be installed subject to this Section: (1) reception-only tv antennas, (2) direct broadcast satellites (DBS) that are one meter or less in diameter, and (3) multipoint distribution service (MDS) antennas that are one meter or less in diameter.

10.23.1 Definitions. As used in this Section “Antenna/Dish Unit” means the unit served by a satellite dish or antenna, or the unit that is obviously intended to be served by a satellite dish or antenna, regardless of whether the service is operational. “Antenna/Dish Owner” means the owner of a unit served by a satellite dish or antenna, regardless of whether the unit owner purchases, uses, or has actual knowledge of the satellite dish or antenna.

10.23.2 Location. Without the prior written approval of the Association, an Antenna/Dish may not be placed on the roof or on any exterior surface of the building; provided, however, an Antenna/Dish may be placed or installed in an area which the owner has exclusive use as a limited common element provided the Antenna/Dish is not visible from the ground and is not attached to the top or exterior surface of a unit.

10.23.3 Owner Responsibility. The installation of an Antenna/Dish on common elements automatically subjects the Antenna/Dish Unit and its owner to this Section, regardless of who installed the Antenna/Dish and regardless of whether the Antenna/Dish Owner has actual notice of the installation. The Antenna/Dish Owner is solely responsible for (1) the cost of maintaining, repairing, replacing, and removing, as necessary, the Antenna/Dish, and (2) the cost of repairing common elements if such repairs are necessitated by the Antenna/Dish or its installation, maintenance, repair, or replacement, irrespective of whether the repairs are undertaken by the Antenna/Dish Owner or the Association. If required by the Association, the Antenna/Dish Owner will remove the Antenna/Dish, as necessary, to permit the Association to maintain, repair, or replace common elements as the Association in its sole discretion, deems necessary or desirable.

10.23.4 Association Controls. To the extent permitted by public law, the Association may adopt and amend reasonable standards to the color, appearance, location, method of installation, maintenance, camouflaging, screening, and use of Antenna/Dishes. The location and installation of an Antenna/Dish on the common elements must have prior written approval of the Association, unless the location and installation comply with the most current standards that have been adopted and published by the Association.

10.23.5 Interference. An Antenna/Dish or the use of an Antenna/Dish may not interfere with satellite or broadcast reception to other units or the common elements, or otherwise be a nuisance to occupants of other units or to the Association. The board of directors may determine what constitutes a nuisance to the Association.

10.23.6 Risk. An Antenna/Dish on the common elements exists at the sole risk of the owner and/or occupant of the Antenna/Dish Unit. The Association does not insure the Antenna/Dish and is not liable to the Antenna/Dish Owner or any other person for any loss or damage to the Antenna/Dish from any cause. The Antenna/Dish Owner will defend and indemnify the Association, its directors, officers, and members, individually and collectively, against losses due to any and all claims for damages or lawsuits, by anyone, arising from his Antenna/Dish.

10.24 Vehicles. All vehicles on the Property, whether owned or operated by the occupants or guests, are subject to this Section and any rules regulating the types, sizes, numbers, conditions, uses, appearances, and locations of vehicles on the Property. The board may prohibit any vehicle which the board deems to be a nuisance, unsightly, or inappropriate. The board may prohibit sales, storage, washing, repairs, or restorations of vehicles on the Property. Vehicles that transport inflammatory or explosive cargo are prohibited from the Property at all times. No vehicle may obstruct the flow of traffic, constitute a nuisance, or otherwise create a safety hazard on the Property. The Association may affect the removal of any vehicle of this Section or the Rules without liability to the owner or operator of the vehicle. Owners within the Association should make every effort to have deliveries within the early morning hours and have delivery trucks not remain greater than 15 minutes per delivery.

10.25 Window Treatments. BTX Condominium Association is designed to have a uniform window appearance for all windows. Therefore, the color and condition of all windows panes, window screens, and window treatments must conform to the building standard and the terms and conditions of the Chapter 380 Economic Development and Performance Agreement. All window treatments in a Building must be uniform in color, style, appearance, and quality. All window treatments must be maintained in good condition and must not detract from the appearance of the Property. The Architectural Reviewer may require an owner to change or remove a window treatment, window film, window screen, or window decoration that the Architectural Reviewer determines to be inappropriate, unattractive, or inconsistent with the Property's uniform window standard. The Architectural Reviewer may prohibit the use of certain colors or materials for window treatments.

## **ARTICLE 11**

### **UNIT LEASING**

11.1 Lease Conditions. The Units may be used for leasing. The leasing of units is subject to the following conditions: (1) whether or not it is so stated in a lease, every lease is subject to the Governing Documents; (2) all leases must be in writing and must be made subject to the Governing Documents; (3) an owner is responsible for providing his tenant with copies of the Governing Documents and notifying him of changes thereto; (4) each tenant is subject to and must comply with applicable provisions of the Governing Documents, federal and State laws, and local ordinances; (5) the owner is responsible and liable for the acts and omissions of the occupants of his unit; (6) Owner is responsible to provide the Association with a copy of the lease and the name and contact information for the tenants/occupants; and (7) no unit may be leased for residential purposes.

11.2 Owner Occupancy. For purposes of this Article, a unit is considered "owner occupied" if at least one occupant of an occupied unit is an owner of the unit or is related by blood, marriage, or adoption to an owner of the unit, or if the unit is vacant – except that a unit being offered for lease may not be considered "owner occupied" even though the unit is then-vacant or then-occupied by an owner. In calculating occupancy, units are counted uniformly regardless of size.

11.3 Eviction of Tenants. Every lease agreement on a unit, whether written or oral, express or implied, is subject to and is deemed to include the following provisions

11.3.1 Violation Constitutes Default. Failure by the tenant or his invitees to comply with applicable provisions of the Governing Documents, federal or State law, or local ordinance is deemed to be a default under the lease. When the Association notifies an owner of his tenant's violation, the owner will promptly obtain his tenant's compliance or exercise his rights as a landlord for tenant's breach of

lease. If the tenant's violation continues or is repeated, and if the owner is unable, unwilling, or unavailable to obtain his tenant's compliance, then the Association has the power and right to pursue the remedies of a landlord under the lease or State law for the default, including eviction of the tenant, subject to the terms of this Section

- 11.3.2 Association as Attorney-in-Fact. Notwithstanding the absence of an express provision in the lease agreement for enforcement of the Governing Documents by the Association, each owner appoints the Association as his attorney-in-fact, with full authority to act in his place in all respects, solely for the purpose of enforcing the Governing Documents against his tenants, including but not limited to the authority to institute forcible detainer proceedings against his tenant on his behalf, provided the Association gives the owner at least 10 days' notice, by certified mail, of its intent to so enforce the Governing Documents
- 11.3.3 Association not Liable for Damages. The owner of a leased unit is liable to the Association for any expenses incurred by the Association in connection with enforcement of the Governing Documents against his tenant. The Association is not liable to the owner for any damages, including lost rents, suffered by the owner in relation to the Association's enforcement of the Governing Documents against the owner's tenant.

11.4 Mortgagees & Declarant Exempt. A Mortgagee acquiring possession of or title to a unit by exercise of its rights under a deed of trust is exempt from the effect of this Article. This exemption does not pass to the Mortgagee's successors and assigns. During the Development Period, Declarant is exempt from the effect of this Article.

## ARTICLE 12

### ASSOCIATION OPERATIONS

12.1 The Association. The existence and legitimacy of the Association is derived from this Declaration and the Bylaws of the Association.

- 12.1.1 Type. The Association must be a nonprofit organization. As long as Texas law requires the incorporation of condominium associations, the Association will be incorporated as a nonprofit corporation. The failure of the Association to maintain its corporate charter from time to time does not affect the existence or legitimacy of the Association.
- 12.1.2 Name. A name is not the defining feature of the Association. Although the initial name of the Association is BTX Condominium Association, Inc., the Association may operate under any name that is approved by the board and (1) filed with the Johnson County Clerk as an assumed name, or (2) filed with the Secretary of State as the name of the filing entity. The Association may also change its name by amending the Governing Documents. Another legal entity with the same name as the Association, or with a name based on the name or location of the Property, is not the Association, which derives its authority from this Declaration.
- 12.1.3 Duties. The duties and powers of the Association are those set forth in the Governing Documents, together with the general and implied powers of a condominium association and, as applicable, an unincorporated nonprofit

corporation or a nonprofit association organized under the laws of the State of Texas. Generally, the Association may do any and all things that are lawful and necessary, proper, or desirable in operating for the peace, health, comfort, and general benefit of its members, subject only to the limitations on the exercise of such powers as stated in the Governing Documents.

- 12.1.4 Duration. The Association comes into existence on the earlier to occur of the two following events: (1) the date on which the Association's certificate of formation is filed with the Secretary of State of Texas, or (2) the date on which a unit deed is recorded in the Real Property Records of Johnson County, Texas, evidencing diversity of ownership in the Property (that the Property is not owned entirely by Declarant or its affiliates). The Association will continue to exist at least as long as this Declaration, as it may be amended, is effective against all or part of the Property.

**EVERY OWNER OF A BTX CONDOMINIUM  
ASSOCIATION UNIT AUTOMATICALLY JOINS A  
MANDATORY MEMBERSHIP ASSOCIATION.**

12.2 Board. The Association will be governed by a board of directors elected by the members. Unless the Association's bylaws or articles of incorporation provide otherwise, the board will consist of at least 3 persons elected at the annual meeting of the Association, or at a special meeting called for that purpose. Unless the Governing Documents expressly reserve a right, action, or decision to the members/owners, Declarant, or another party, the board acts in all instances on behalf of the Association. Unless the context indicates otherwise, references in the Governing Documents to the "Association" may be construed to mean "the Association acting through its board of directors."

12.3 Membership. Each owner is a member of the Association, ownership of a unit being the sole qualification for membership. Membership is appurtenant to and may not be separated from ownership of the unit. The board may require satisfactory evidence of transfer of ownership before a purported owner is entitled to vote at meetings of the Association. If a unit is owned by more than one person or entity, each co-owner is a member of the Association and may exercise the membership rights appurtenant to the unit. A member who sells his unit under a contract for deed may delegate his membership rights to the contract purchaser, provided a written assignment is delivered to the board. However, the contract seller remains liable for all assessments attributable to his unit until fee title to the unit is transferred. Unless the Governing Documents provide otherwise, any action requiring approval of the members may be approved in writing by owners of at least a majority of all units, or at a meeting by owners of at least a majority of the units that are represented at the meeting.

12.4 Decision-Making. Any decision or act of the Association may be made by or at the direction of the board, unless the Governing Documents reserve the decision or act to the members, the Declarant, or any other person or group. Unless the Governing Documents or applicable law provide otherwise, any action requiring approval of the members may be approved (1) at a meeting by owners of at least a majority of the voting interests that are represented at the meeting, provided notice of the meeting was given to an owner of each unit, or (2) in writing by owners of at least a majority of all units, provided the opportunity to approve or disapprove was given to an owner of each unit.

12.5 Manager. The board may delegate the performance of certain functions to one or more managers or managing agents of the Association. Notwithstanding any delegation of its functions, the board is ultimately responsible to the members for governance of the Association.

12.6 Communications. This Declaration is drafted in an era of rapidly changing communication technologies. Declarant does not intend to limit the methods by which the Association, owners, and occupants communicate with each other. Such communications may be by any method or methods that are available and customary. For example, if the Association is required by the Governing Documents or applicable law to make information available to owners of all units, that requirement may be satisfied by posting the information on the Association's website or by using electronic means of disseminating the information, unless applicable law requires a specific method of communication. It is foreseeable that meetings of the Association and voting on issues may eventually be conducted via technology that is not widely available on the date of this Declaration. As communication technologies change, the Association may adopt as its universal standard any technology that is used by owners of at least 85 percent of the units. Also, the Association may employ multiple methods of communicating with owners and occupants. The Association may communicate with its members via email unless expressly required to use an alternative means of communication by Texas law.

12.7 Books & Records. The Association will maintain copies of the Governing Documents and the Association's books, records, and financial statements. Books and records of the Association will be made available for inspection and copying pursuant to the requirements of applicable law.

12.7.1 Document Retention Policy. The Association shall maintain the following documents for the following lengths of time:

- a. Certificates of formation, bylaws, restrictive covenants, and all amendments to the certificates of formation, bylaws, and covenants shall be retained permanently by the Association.
- b. Financial books and records shall be retained for a minimum of seven years.
- c. Account records of current owners shall be retained for a minimum of five years.
- d. Contracts with a term of one year or more shall be retained for a minimum of four years after the expiration of the contract term.
- e. Minutes of meetings of the owners and the board shall be retained for a minimum of seven years.
- f. Tax returns and audit records shall be retained for a minimum of seven years.

12.7.2 Records Production and Copying Policy:

- a. All books, records, and financial records shall be open to and reasonably available for examination by an owner within the community or by the owner's designated agent except for those outlined in Paragraph 6 below. An owner or their agent is also entitled to copies of said records. Should an owner designate an agent for inspection of records, such designation must be made in writing and submitted to the Association prior to any inspection or production of any records.
- b. A Records Request must be submitted to the Association in writing, via Certified Mail, Return Receipt Requested to the mailing address of the Association or authorized representative as reflected in the most recent Management Certificate. The owner's request must describe in sufficient detail the records requested and specify whether the owner is requesting to inspect the records or is requesting copies. If the owner requests any of the



records specified under F of this Resolution, then the written request for records must also include a declaration affirming approval of the inspection and/or release of those specific records, either to himself or to the owner's designated agent.

- c. The Association shall reply to such a Records Request by an owner within 10 business days of the receipt of the request. If the Association is unable to produce the records within 10 business days, the Association shall inform the owner of such within 10 business days of the receipt of the owner's request and inform the owner that the information will be available not later than 15 business days from the date of the response to the owner's Records Request.
  1. Inspection Requested: Should the owner submitting the request seek to inspect documents, the Association shall reply with the dates and times during normal business hours that records will be available for inspection as well as the costs the Association will charge for the inspection of said records. If the Association is unable to produce the records within 10 business days, the Association shall inform the owner of such within 10 business days of the receipt of the owner's request and inform the owner that the information will be available not later than 15 business days from the date of the response to the owner's Records Request.
  2. Copies Requested: Should the owner submitting the request seek the production of copies of Association records, the Association shall produce all requested records that are within their possession or control within ten business days. If the Association is unable to produce the records within 10 business days, the Association shall inform the owner of such within 10 business days of the receipt of the owner's request and inform the owner that the information will be available not later than 15 business days from the date of the response to the owner's Records Request.
- d. Records may be produced in hard copy, electronic format, or any other format that is reasonably available to the Association.
- e. The Association shall require the advance payment of estimated costs of compilation and production of records. The Association shall charge the costs outlined under Title 1, Rule 70.3 of the Texas Administrative Code. Once an owner has inspected or received copies under the Records Request, a Final Invoice shall be delivered to the owner within 30 days of the records production. If the owner does not pay the final amount showing on the invoice within 30 days, then the amount on the invoice shall be added to the owner's account as an assessment. An owner may not be foreclosed upon for non-payment of this balance due. If a refund is due to the owner after a Records Request, then the refund shall be sent along within the Final Invoice.
- f. The following records shall be unavailable for copying or inspection without written approval of the owner, or a court order stating that such records must be released:
  1. Attorney files and records;
  2. Personal information of owners;
  3. Violation history of owners;
  4. Personal financial information of an owner;

5. Records of payment or non-payment of an owner;
6. Association Employee Information;
7. Contact information of an owner.

12.8 Indemnification. The Association indemnifies every officer, director, and committee member (for purposes of this Section, "**Leaders**") against expenses, including attorney's fees, reasonably incurred by or imposed on the Leader in connection with any threatened or pending action, suit, or proceeding to which the Leader is a party or respondent by reason of being or having been a Leader. A Leader is not liable for a mistake of judgment. A Leader is liable for his willful misfeasance, gross negligence, malfeasance, misconduct, or bad faith. This right to indemnification does not exclude any other rights to which present or former Leaders may be entitled. As a common expense, the Association may maintain general liability and directors and officers liability insurance to fund this obligation.

12.9 Obligations of Owners. Without limiting the obligations of owners under the Governing Documents, each owner has the following obligations:

- 12.9.1 Pay Assessments. Each owner will pay assessments properly levied by the Association against the owner or his unit, and will pay regular assessments without demand by the Association.
- 12.9.2 Transfers. Each owner will pay the applicable HOA Sale Fees at the time of the transfer of their unit.
- 12.9.3 Comply. Each owner will comply with the Governing Documents as amended from time to time.
- 12.9.4 Reimburse. Each owner will pay for damage to the Property caused by the negligence or willful misconduct of the owner, an occupant of the owner's unit, or the owner or occupant's family, guests, employees, contractors, agents, or invitees.
- 12.9.5 Liability. Each owner is liable to the Association for violations of the Governing Documents by the owner, a occupant of the owner's unit, or the owner or occupant's family, guests, employees, agents, or invitees, and for costs incurred by the Association to obtain compliance, including attorney's fees whether or not suit is filed.

12.10 Unit Sales. For purposes of this Declaration, a "resale" is every sale or conveyance of a unit (or of an interest in a unit), other than the initial sale of the unit by Declarant to the initial owner. The sale of a unit by Declarant to an owner is considered a "New Commercial Unit Sale" for purposes of this Declaration. New Commercial Unit Sales are not resales.

- 12.10.1 Resale Certificates. An owner intending to resell his unit will notify the Association and will request a condominium resale certificate from the Association.
- 12.10.2 No Right of First Refusal. The Association does not have a right of first refusal and may not compel a selling owner to convey the owner's unit to the Association.
- 12.10.3 HOA Sale Fees. At time of transfer, the HOA Sale Fees described in Section 5.15 of this Declaration and in the publicly recorded Notice of HOA Sale Fees are due and payable by buyer and/or seller.
- 12.10.4 Information. Within 30 days after acquiring an interest in a resale unit, an owner will provide the Association with the following information: a copy of the settlement statement or deed by which owner has title to the unit; the owner's email address (if any), U. S. postal address, and phone number; any mortgagee's name, address, and loan number; the name and phone number of any occupant

other than the owner; the name, address, and phone number of owner's managing agent, if any.

- 12.10.5 Exclusions. The requirements of this Section do not apply to the following transfers: (1) foreclosure of a mortgagee's deed of trust lien, a tax lien, or the Association's assessment lien; (2) conveyance by a mortgagee who acquires title by foreclosure or deed in lieu of foreclosure; (3) transfer to, from, or by the Association; (4) voluntary transfer by an owner to one or more co-owners, or to the owner's spouse, child, or parent; (5) a transfer by a fiduciary in the course of administering a decedent's estate, guardianship, conservatorship, or trust; (6) a conveyance pursuant to a court's order, including a transfer by a bankruptcy trustee; or (7) a disposition by a government or governmental agency.

## **ARTICLE 13**

### **ENFORCING THE DOCUMENTS**

13.1 Remedies. The remedies provided in this Article for breach of the Governing Documents are cumulative and not exclusive. In addition to other rights and remedies provided by the Governing Documents and by law, the Association has the following right to enforce the Governing Documents:

- 13.1.1 Nuisance. The result of every act or omission that violates any provision of the Governing Documents is a nuisance, and any remedy allowed by law against a nuisance, either public or private, is applicable against the violation.
- 13.1.2 Fine. The Association may levy reasonable charges, as an individual assessment, against an owner and his unit if the owner or occupant, or the owner or occupant's family, guests, employees, agents, or contractors violate a provision of the Governing Documents. Fines may be levied for each act of violation or for each day a violation continues, and does not constitute a waiver or discharge of the owner's obligations under the Governing Documents. Fine amounts shall be determined by the Board of Directors. The Board of Directors may, but shall not be required to, file a fining policy as a dedicatory instruments.
- 13.1.3 Suspension. The Association may suspend the right of owners and occupants to use common elements (except rights of ingress and egress) for any period during which the owner or occupant, or the owner or occupant's family, guests, employees, agents, or contractors violate the Governing Documents. A suspension does not constitute a waiver or discharge of the owner's obligations under the Governing Documents.
- 13.1.4 Self-Help. The Association has the right to enter a common element or unit to abate or remove, using force as may reasonably be necessary, any erection, thing, animal, person, vehicle, or condition that violates the Governing Documents. In exercising this right, the board is not trespassing and is not liable for damages related to the abatement. The board may levy its costs of abatement, including but not limited to, costs of security, vendors, contractors, and locksmiths, against the unit and owner as an individual assessment. The board will make reasonable efforts to give the violating owner prior notice of its intent to exercise self-help. The notice may be given in any manner likely to be received by the owner. Prior notice is not required (1) in the case of emergencies, (2) to remove violative signs,

(3) to remove violative debris, or (4) to remove any other violative item or to abate any other violative condition that is easily removed or abated and that is considered a nuisance, dangerous, or an eyesore to the neighborhood. Notwithstanding the foregoing, the Association may not alter or demolish an item of construction in a unit without judicial proceedings. By accepting an interest in or title to a unit, each owner grants to the Association all powers and rights necessary to exercise this right of self-help as to property used or owned by the owner or a occupant of the unit, and their respective invitees. Accordingly, this Subsection constitutes an owner's actual written consent if any is required by applicable law.

13.2 Board Discretion. The board may use its sole discretion in determining whether to pursue a violation of the Governing Documents, provided the board does not act in an arbitrary or capricious manner. In evaluating a particular violation, the board may determine that under the particular circumstances (1) the Association's position is not sufficiently strong to justify taking any or further action; (2) the provision being enforced is or may be construed as inconsistent with applicable law ; (3) although a technical violation may exist, it is not of such a material nature as to be objectionable to a reasonable person or to justify expending the Association's resources; or (4) that enforcement is not in the Association's best interests, based on hardship, expense, or other reasonable criteria.

13.3 No Waiver. The Association and every owner has the right to enforce all restrictions, conditions, covenants, liens, and charges now or hereafter imposed by the Governing Documents. Failure by the Association or by any owner to enforce a provision of the Governing Documents is not a waiver of the right to do so thereafter.

13.4 Recovery of Costs. The costs of curing or abating a violation are the expense of the owner or other person responsible for the violation. If legal assistance is obtained to enforce any provision of the Governing Documents, or in any legal proceeding (whether or not suit is brought) for damages or for the enforcement of the Governing Documents or the restraint of violations of the Governing Documents, the prevailing party is entitled to recover from the non prevailing party all reasonable and necessary costs incurred by it in such action, including reasonable attorneys' fees.

13.5 Notice and Hearing. Before levying a fine for violation of the Governing Documents, or before levying an individual assessment for property damage, the Association will give the owner written notice of the levy and an opportunity to be heard, to the extent required by applicable law, such as Section 82.102(d) of the Act. The Association's written notice must contain a description of the violation or property damage; the amount of the proposed fine or damage charge; a statement that not later than the 30th day after the date of the notice, the owner may request a hearing before the board to contest the fine or charge; and a stated date by which the owner may cure the violation to avoid the fine – unless the owner was given notice and a reasonable opportunity to cure a similar violation within the preceding 12 months. The Association may also give a copy of the notice to the occupant. Pending the hearing, the Association may continue to exercise its other rights and remedies for the violation, as if the declared violation were valid. The owner's request for a hearing suspends only the levy of a fine or damage charge. The owner may attend the hearing in person, or may be represented by another person or written communication. The board may adopt additional or alternative procedures and requirements for notices and hearing, provided they are consistent with the Act's requirements.

## ARTICLE 14

### INSURANCE

14.1 General Provisions. All insurance affecting the Property is governed by the provisions of this Article, with which the board will make every reasonable effort to comply, including the following:

- 14.1.1 Common Expense. The cost of insurance coverages and bonds maintained by the Association is a common expense.
- 14.1.2 Insurer. Insurance policies and bonds obtained and maintained by the Association must be issued by responsible insurance companies authorized to do business in the State of Texas.
- 14.1.3 Insured. The Association must be the named insured on all policies obtained by the Association. The loss payee clause should show the Association as trustee for each owner and Mortgagee.
- 14.1.4 Subrogation. Policies of property and general liability insurance maintained by the Association must provide that the insurer waives its rights to subrogation under the policy against an owner.
- 14.1.5 Association as Trustee. Each owner irrevocably appoints the Association, acting through the board, as his trustee to negotiate, receive, administer, and distribute the proceeds of any claim against an insurance policy maintained by the Association.
- 14.1.6 Notice of Cancellation or Modification. Each insurance policy maintained by the Association should contain a provision requiring the insurer to give prior written notice, as provided by the Act, to the board before the policy may be canceled, terminated, materially modified, or allowed to expire, by either the insurer or the insured. The board will give to Eligible Mortgagees, and the insurer will give to Mortgagees, prior notices of cancellation, termination, expiration, or material modification.

### NOTICE

**Under some circumstances, a unit owner may be required to pay the deductible on the Association's property insurance policy.**

- 14.1.7 Deductibles. An insurance policy obtained by the Association may contain a reasonable deductible. The Association may require that the deductible be paid, in whole or in part, by the party who would be liable for the loss or repair in the absence of insurance. If a loss is due wholly or partly to an act or omission of an owner or occupant or his invitees, the Association may require the owner to reimburse the Association for the amount of the deductible that is attributable to the act or omission. The Association's property insurance policy must be written with deductibles that meet or exceed the requirements of an Underwriting Lender.
- 14.1.8 Mortgage Clause. The Association's policies should contain the standard mortgagee clause naming either the Mortgagee or its servicer followed by "its successors and assigns."



14.1.9 Prejudice. The insurance will not be prejudiced by the act or omission of any owner or occupant who is not under the Association's control.

14.2 Property Insurance. The Association will obtain blanket all-risk insurance, if reasonably available, for all improvements insurable by the Association. If blanket all-risk insurance is not reasonably available, then at a minimum, the Association will obtain an insurance policy providing fire and extended coverage. This insurance must be in an amount sufficient to cover 100 percent of the replacement cost of any repair or reconstruction in event of damage or destruction from any insured hazard. The Federal National Mortgage Association recommends use of a guaranteed replacement cost endorsement, or a replacement cost endorsement, together with an agreed amount endorsement in case of coinsurance.

14.2.1 Common Property Insured. The Association will insure (1) general common elements; (2) limited common elements; and (3) property owned by the Association including, if any, records, furniture, fixtures, equipment, and supplies.

14.2.2 Units Insured by Association. In addition to insuring the common elements against casualty loss, the Association will maintain property insurance on the units as originally constructed. The Association may insure betterments and improvements installed by current or previous owners. In insuring units, the Association may be guided by types of policies customarily available for similar types of properties.

14.2.3 Endorsements. To the extent reasonably available, the Association will obtain endorsements to its property insurance policy as required by any Underwriting Lender. The Federal National Mortgage Association requires the following endorsements: Inflation Guard Endorsement, Building Ordinance or Law Endorsement, and a Special Condominium Endorsement.

14.3 Liability Insurance. The Association will maintain a commercial general liability insurance policy over the common elements -- expressly excluding the liability of each owner and occupant within his unit -- for bodily injury and property damage resulting from the operation, maintenance, or use of the common elements. The amount of coverage should be at least that required by an Underwriting Lender. The Federal National Mortgage Association requires a minimum of \$1 million for bodily injury and property damage per single occurrence. If the policy does not contain a severability of interest provision, it should contain an endorsement to preclude the insurer's denial of an owner's claim because of negligent acts of the Association or other owners.

14.4 Worker's Compensation. The Association may maintain worker's compensation insurance if and to the extent necessary to meet the requirements of applicable State law or if the board so chooses.

14.5 Fidelity Coverage. The Association may maintain blanket fidelity coverage for any person who handles or is responsible for funds held or administered by the Association, whether or not the person is paid for his services. The policy should be for an amount that exceeds the greater of (1) the estimated maximum funds, including reserve funds, that will be in the Association's custody at any time the policy is in force; or (2) an amount equal to 3 months of regular assessments on all units. A managing agent that handles Association funds should be covered for its own fidelity insurance policy with the same coverages.

14.6 Directors and Officers Liability. The Association may maintain directors and officers liability insurance, errors and omissions insurance, indemnity bonds, or other insurance the board deems advisable to insure the Association's directors, officers, committee members, and managers against liability for an act or omission in carrying out their duties in those capacities.

14.7 Mortgagee Required Policies. Unless coverage is not available or has been waived in writing, the Association will maintain any insurance and bond required by an Underwriting Lender for condominium developments as long as an Underwriting Lender is a Mortgagee or an owner.

14.8 Other Policies. The Association may maintain any insurance policies and bonds deemed by the board to be necessary or desirable for the benefit of the Association.

14.9 Owner's Responsibility for Insurance. This Section applies whether or not the unit is occupied by the owner, and whether or not a tenant has "renters insurance."

14.9.1 What Types? Each unit owner must maintain a unit owners condominium policy for owner's personal property AND for "betterments and improvements" to the unit, whether made by owner or by a previous owner. Each unit owner must also maintain liability insurance. Each unit owner should consider adding a "loss assessment" endorsement to the owner's property policy. Cars parked on the Property should also be insured by the owner.

14.9.2 Insurance by Owners. The board may establish minimum insurance requirements, including types and minimum amounts of coverage, to be individually obtained and maintained by owners if the insurance is deemed necessary or desirable by the board to reduce potential risks to the Association or other owners. If an owner fails to maintain required insurance, the board may obtain it on behalf of the owner who will be obligated for the cost as an individual assessment.

14.9.3 Owners' Responsibilities. On request, an owner will give the board written notification of any and all structural changes, additions, betterments, or improvements to his Unit, and any other information the board may require to maintain adequate levels of insurance coverage. Each owner will comply with reasonable requests by the board for periodic inspection of the Unit for purposes of insurance appraisal. Each owner, at his expense, will maintain any insurance coverages required of owners by the Association pursuant to this Article and provide a copy of their insurance annually to the Association. Each owner, at his expense, may obtain additional insurance coverage of his real property, improvements, and betterments thereto, or personal property.

14.9.4 Association Does Not Insure. The Association does not insure an owner or occupant's personal property. Each owner and occupant is solely responsible for insuring his personal property in his Unit and on the Property, including furnishings, vehicles, and stored items. The Association strongly recommends that each owner and occupant purchase and maintain insurance on his personal belongings.

## ARTICLE 15

### RECONSTRUCTION OR REPAIR AFTER LOSS

15.1 Subject to Act. The Association's response to damage or destruction of the Property will be governed by Section 82.111(i) of the Act. The following provisions apply to the extent the Act is silent.

15.2 Restoration Funds. For purposes of this Article, Restoration Funds include insurance proceeds, condemnation awards, deficiency assessments, individual assessments, and other funds received on account of or arising out of injury or damage to the Property. All funds paid to the Association

for purposes of repair or restoration will be deposited in a financial institution in which accounts are insured by a federal agency. Withdrawal of Restoration Funds requires the signatures of at least 2 Association directors or that of an agent duly authorized by the board.

15.2.1 Sufficient Proceeds. If Restoration Funds obtained from insurance proceeds or condemnation awards are sufficient to repair or restore the damaged or destroyed Property, the Association, as trustee for the owners, will promptly apply the funds to the repair or restoration.

15.2.2 Insufficient Proceeds. If Restoration Funds are not sufficient to pay the estimated or actual costs of restoration as determined by the board, the board may levy a deficiency assessment against the owners to fund the difference.

15.2.3 Surplus Funds. If the Association has a surplus of Restoration Funds after payment of all costs of repair and restoration, the surplus will be applied as follows. If deficiency assessments were a source of Restoration Funds, the surplus will be paid to owners in proportion to their contributions resulting from the deficiency assessment levied against them; provided that no owner may receive a sum greater than that actually contributed by him, and further provided that any delinquent assessments owed by the owner to the Association will first be deducted from the surplus. Any surplus remaining after the disbursement described in the foregoing paragraph will be common funds of the Association to be used as directed by the board.

15.3 Costs and Plans.

15.3.1 Cost Estimates. Promptly after the loss, the board will obtain reliable and detailed estimates of the cost of restoring the damaged Property. Costs may include premiums for bonds and fees for the services of professionals, as the board deems necessary, to assist in estimating and supervising the repair.

15.3.2 Plans and Specifications. Common elements will be repaired and restored substantially as they existed immediately prior to the damage or destruction. Units will be repaired and restored substantially in accordance with original construction plans and specifications, unless the Association insures betterments and improvements made by owners, in which case the units will be repaired and restored substantially as they existed immediately prior to the damage or destruction. Alternate plans and specifications for repair and restoration of either common elements or units must be approved by owners representing at least two-thirds of the allocated interest in the Association and by certain mortgagees if so required by the Mortgagee Protection article of this Declaration.

15.4 Owner's Duty to Repair.

15.4.1 Uninsured Loss. Within 60 days after the date of damage, the owner will begin repair or reconstruction of any portion of his unit not covered by the Association's blanket insurance policy, subject to the right of the Association to supervise, approve, or disapprove repair or restoration during the course thereof.

15.4.2 Insured Loss. If the loss to a unit is covered by the Association's insurance policy, the owner will begin repair or restoration of damage on receipt of the insurance proceeds or any portion thereof from the Association, subject to the rights of the

Association to supervise, approve, or disapprove the repair or restoration during the course thereof.

- 15.4.3 Failure to Repair. If an owner fails to repair or restore damage as required by this Section, the Association may affect the necessary repairs and levy an individual assessment against the owner and unit for the cost thereof, after giving an owner of the unit reasonable notice of the Association's intent to do so.

15.5 Owner's Liability for Insurance Deductible. If repair or restoration of common elements or units is required as a result of an insured loss, the board may levy an individual assessment, in the amount of the insurance deductible, against the owner or owners who would be responsible for the cost of the repair or reconstruction in the absence of insurance.

## ARTICLE 16

### TERMINATION AND CONDEMNATION

16.1 Association as Trustee. Each owner hereby irrevocably appoints the Association, acting through the board, as trustee to deal with the Property in the event of damage, destruction, obsolescence, condemnation, or termination of all or any part of the Property. As trustee, the Association will have full and complete authority, right, and power to do all things reasonable and necessary to effect the provisions of this Declaration and the Act, including, without limitation, the right to receive, administer, and distribute funds, awards, and insurance proceeds; to effect the sale of the Property as permitted by this Declaration or by the Act; and to make, execute, and deliver any contract, deed, or other instrument with respect to the interest of an owner.

16.2 Termination. Termination of the terms of this Declaration and the condominium status of the Property will be governed by Section 82.068 of the Act, subject to the following provisions:

- 16.2.1 Substantial Taking. In the event of substantially total damage, destruction, or condemnation of the Property, an amendment to terminate must be approved by owners representing at least 80 percent of the allocated interest in the Association and by certain mortgagees pursuant to the Mortgagee Protection article of this Declaration.
- 16.2.2 Total Taking. In the event of condemnation of the entire Property, an amendment to terminate may be executed by the board without a vote of owners or mortgagees.
- 16.2.3 Other Circumstances. In all other circumstances, an amendment to terminate must be approved by owners representing at least 80 percent of the allocated interest in the Association and by certain mortgagees pursuant to the Mortgagee Protection article of this Declaration.

16.3 Condemnation. The Association's response to condemnation of any part of the Property will be governed by Section 82.007 of the Act. On behalf of owners, but without their consent, the board may execute an amendment of this Declaration to reallocate allocated interests following condemnation and to describe the altered parameters of the Property. If the Association replaces or restores common elements taken by condemnation by obtaining other land or constructing additional improvements, the board may, to the extent permitted by law, execute an amendment without the prior consent of owners to describe the altered parameters of the Property and any corresponding change of facilities or improvements.

## ARTICLE 17

### **MORTGAGEE PROTECTION**

17.1 **Introduction.** This Article is supplemental to, not a substitution for, any other provision of the Governing Documents. In case of conflict, this Article controls. Some sections of this Article apply to "Mortgagees," as defined in Article 1. Other sections apply to "Eligible Mortgagees," as defined below.

17.1.1 **Known Mortgagees.** An owner who mortgages his unit will notify the Association, giving the complete name and address of his mortgagee and the loan number. The Association's obligations to mortgagees under the Governing Documents extend only to those mortgagees known to the Association. All actions and approvals required by mortgagees will be conclusively satisfied by the mortgagees known to the Association, without regard to other holders of mortgages on units. The Association may rely on the information provided by owners and mortgagees.

17.1.2 **Eligible Mortgagees.** "**Eligible Mortgagee**" means the holder, insurer, or guarantor of a first purchase money mortgage secured by a recorded deed of trust lien against a unit who has submitted to the Association a written notice containing its name and address, the loan number, and the identifying number and street address of the mortgaged unit. A single notice per unit will be valid so long as the Eligible Mortgagee holds a mortgage on the unit. The board will maintain this information. The Association will treat the notice as the Eligible Mortgagee's request to be notified of any proposed action requiring the consent of Eligible Mortgagees. A provision of the Governing Documents requiring the approval of a specified percentage of Eligible Mortgagees will be based on the number of units subject to mortgages held by Eligible Mortgagees. For example, "51 percent of Eligible Mortgagees" means Eligible Mortgagees of 51 percent of the units that are subject to mortgages held by Eligible Mortgagees.

17.2 **Amendment.** This Article establishes certain standards for the benefit of Underwriting Lenders, and is written to comply with their requirements and guidelines in effect at the time of drafting. If an Underwriting Lender subsequently changes its requirements, the board, without approval of owners or mortgagees, may amend this Article and other provisions of the Governing Documents, as necessary, to meet the requirements of the Underwriting Lender.

17.3 **Termination.** An action to terminate the legal status of the Property after substantial destruction or condemnation must be approved by owners representing at least 80 percent of the allocated interest in the Association, and by at least 51 percent of Eligible Mortgagees. An action to terminate the legal status for reasons other than substantial destruction or condemnation must be approved by at least 67 percent of Eligible Mortgagees.

17.4 **Implied Approval.** The approval of an Eligible Mortgagee is implied when the Eligible Mortgagee fails to respond within 60 days after receiving the Association's written request for approval of a proposed amendment, provided the Association's request was delivered by certified or registered mail, return receipt requested.

17.5 **Changing Fannie Mae Requirements.** This Section applies during any period in which Fannie Mae's published legal requirements for condominium project documents (1) conflicts with a



provision of this Declaration intended to benefit Underwriting Lenders or (2) is not addressed by this Declaration. In that event, the Association will make a diligent effort to obtain and comply with Fannie Mae's then-current legal requirements for condominium project documents.

17.6 Other Mortgagee Rights.

17.6.1 Inspection of Books. The Association will maintain current copies of the Governing Documents and the Association's books, records, and financial statements. Mortgagees may inspect the Governing Documents and records, by appointment, during normal business hours.

17.6.2 Financial Statements. If the Property consists of 50 units or more, and if a Mortgagee submits a written request, the Association will give the Mortgagee an audited statement for the preceding fiscal year within 120 days after the Association's fiscal year-end. A Mortgagee may have an audited statement prepared at its own expense.

17.6.3 Attendance at Meetings. A representative of an Eligible Mortgagee may attend and address any meeting which an owner may attend.

17.6.4 Right of First Refusal. Any right of first refusal imposed by the Association with respect to a lease, sale, or transfer of a unit does not apply to a lease, sale, or transfer by a Mortgagee, including transfer by deed in lieu of foreclosure or foreclosure of a deed of trust lien.

17.6.5 Management Contract. If professional management of the Association is required by this Article, the contract for professional management may not require more than 90 days' notice to terminate the contract, nor payment of a termination penalty.

17.7 Insurance Policies. If an Underwriting Lender that holds a mortgage on a unit or desires to finance a unit has requirements for insurance of condominiums, the Association must try to obtain and maintain the required coverages, to the extent they are reasonably available, and must try to comply with any notifications or processes required by the Underwriting Lender. Because Underwriting requirements are subject to change, they are not recited here.

17.8 Notice of Actions. The Association may, but shall not be required, to send timely written notice to Eligible Mortgagees of the following actions:

- a. Any condemnation or casualty loss that affects a material portion of the Property or the mortgaged unit.
- b. Any 60-day delinquency in the payment of assessments or charges owed by the owner of the mortgaged unit.
- c. A lapse, cancellation, or material modification of any insurance policy maintained by the Association.
- d. Any proposed action that requires the consent of a specified percentage of Eligible Mortgagees.
- e. Any proposed amendment of a material nature, as provided in this Article.
- f. Any proposed termination of the condominium status of the Property.

17.9 Amendments of a Material Nature. A Governing Document amendment of a material nature must be approved by owners representing at least 67 percent of the allocated interest in the Association, and by at least 51 percent of Eligible Mortgagees. This approval requirement does not apply

to amendments effected by the exercise of a Development Right provided in Appendix F hereto. A change to any of the provisions governing the following would be considered material:

- a. Voting rights.
- b. Increases in assessments that raise the previously assessed amount by more than 45 percent, assessment liens, or the priority of assessment liens.
- c. Reallocation of interests in the general or limited common elements, or rights to their use; except that when limited common elements are reallocated by agreement between owners, only those owners and only the Eligible Mortgagees holding mortgages against those units need approve the action.
- d. Redefinitions of boundaries of units, except that when boundaries of only adjoining units are involved, or a unit is being subdivided, then only those owners and the Eligible Mortgagees holding mortgages against the unit or units need approve the action.
- e. Convertibility of units into common elements or common elements into units.
- f. Expansion or contraction of the Property, or the addition, annexation, or withdrawal of property to or from the Property.
- g. Property or fidelity insurance requirements.
- h. Imposition of any restrictions on owners' right to sell or transfer their units.
- i. Any provision that expressly benefits mortgage holders, insurers, or guarantors.

## **ARTICLE 18**

### **AMENDMENTS**

18.1 Consents Required. As permitted by the Act or by this Declaration, certain amendments of this Declaration may be executed by Declarant alone, or by certain owners alone, or by the board alone. Otherwise, amendments to this Declaration must be approved by owners representing at least 67 percent of the allocated interest in the Association.

18.2 Method of Amendment. This Declaration may be amended by any method selected by the board from time to time, pursuant to the bylaws, provided the method gives an owner of each unit the substance if not exact wording of the proposed amendment, a description in layman's terms of the effect of the proposed amendment, and an opportunity to vote for or against the proposed amendment. For amendments requiring the consent of Eligible Mortgagees, the Association will send each Eligible Mortgagee a detailed description, if not exact wording, of any proposed amendment. Members may vote for any amendment by use of in person ballot, absentee ballot, electronic ballot, or any other method approved by the board.

18.3 Effective. To be effective, an amendment must be in the form of a written instrument (1) referencing the name of the Property, the name of the Association, and the recording data of this Declaration and any amendments hereto; (2) signed and acknowledged by an officer of the Association, certifying the requisite approval of owners and, if required, Eligible Mortgagees; and (3) recorded in the Real Property Records of Johnson County, Texas.

18.4 Declarant Provisions. During the Declarant Control and Development Periods, Declarant has an exclusive right to **unilaterally** to amend this Declaration as set forth in and for the purposes stated in Appendix F. An amendment that may be executed by Declarant alone is not required to name the

Association or to be signed by an officer of the Association. No amendment may affect Declarant's rights under this Declaration or the Act without Declarant's written and acknowledged consent, which must be part of the recorded amendment instrument. This Section may not be amended without Declarant's written and acknowledged consent.

## ARTICLE 19

### DISPUTE RESOLUTION

#### 19.1 Agreement to Encourage Resolution of Disputes Without Litigation.

Introduction and Definitions. The Association, the Owners, Declarant, all persons subject to this Declaration, and any person not otherwise subject to this Declaration who agrees to submit to this Article (collectively, the "**Parties**"), agree to encourage the amicable resolution of disputes involving the Property and the Common Area to avoid the emotional and financial costs of litigation and arbitration if at all possible. Accordingly, each Party hereby covenants and agrees that this Article applies to all Claims as hereafter defined. This Article 19 may only be amended with the prior written approval of the Declarant, the Association (acting through a Majority of the Board), and Owners holding 100% of the votes in the Association.

As used in this Article only, the following words, when capitalized, have the following specified meanings:

- a. "Claim" means:
  - i. Claims by an Owner relating to the rights and/or duties of the Declaration, the Association, or an Owner under the Restrictions.
  - ii. Claims relating to the acts or omissions of the Declarant during control and administration of the Association, any claim asserted against the ACC, and any claims asserted against the Board or a person serving as a Board member or officer of the Association, or the ACC.
  - iii. Claims relating to the design or construction of Improvements on the Common Areas or Units located within the Property.
- b. "Claimant" means any Party having a Claim against any other Party.
- c. "Exempt Claims" shall have the follow meaning. The following Claims ("Exempt Claims") shall be exempt from this Article;
  - i. Any suit by the Association against any Party to enforce the provisions of Article V or VI related to Assessments;
  - ii. Any suit by the Association to obtain a temporary restraining order (or equivalent emergency equitable relief and such other ancillary relief as the court may deem necessary in order to maintain the status quo and preserve the Association's ability to enforce the provisions of the Declaration
  - iii. Any suit by the Association to obtain a temporary restraining order, temporary injunction, or permanent injunction as the Association may deem necessary in order to maintain the status quo and preserve the Association's ability to enforce the provisions of the Declaration

- iv. Any suit in which all parties to the litigation are not Parties as defined above; and

Any Bound Party having an Exempt Claim may submit it to the alternative dispute resolution procedures set forth in this Article but there shall be no obligation to do so. The submission of an Exempt Claim involving the Association to the alternative dispute resolution procedures of this Article shall require the approval of the Association.

- d. "Respondent" means any Party against which a Claim has been asserted by a Claimant.

19.2 Mandatory Procedures. Claimant may not initiate any proceeding before any administrative tribunal seeking redress or resolution of its Claim until Claimant has complied with the procedures of this Article. As provided in Section 19.09 below, a Claim will be resolved by binding arbitration.

19.3 Claim by the Association – Common Areas. As set forth in this Declaration, the Association does not have the power or right to institute, defend, intervene in, settle, or compromise litigation or administrative proceedings: (i) in the name of or on behalf of any Unit Owner (whether one or more); or (ii) pertaining to a Claim, as defined in Section 19.01(a) above, relating to the design or construction of a Unit. In the event the Association asserts a Claim related only to the Common Areas, as a precondition to providing the Notice defined in Section 19.05, initiating the mandatory dispute resolution procedures set forth in this Article 19, or taking any other action to prosecute a Claim, the Association must:

- a. Independent Report on the Condition of the Common Areas. Obtain an independent third-party report (the "**Common Area Report**") from a licensed professional engineer which: (i) identifies the Improvements or Common Areas subject to the Claim; (ii) describes the present physical condition of the Improvements or Common Areas; (iii) describes any modification, maintenance, or repairs to the Improvements or Common Areas performed by the Unit Owner(s) and/or the Association; and (iii) provides specific and detailed recommendations regarding remediation and/or repair of the Common Areas subject to the Claim. For the purposes of this Section, an independent third-party report is a report obtained directly by the Association and paid for by the Association, and not prepared by a person employed by or otherwise affiliated with the attorney or law firm that represents or will represent the Association in the Claim. The Association, as a precondition to providing the Notice described in Section 19.05, must have provided at least ten (10) days prior written notice of the date on which the inspection will occur to each party subject to a Claim which notice shall identify the independent third-party engaged to prepare the Common Area Report, the specific Improvements or Common Areas to be inspected, and the date and time the inspection will occur. Each party subject to a Claim may attend the inspection, personally or through an agent. Upon completion, the Common Area Report shall be provided to each party subject to a Claim. In addition, before providing the Notice described in Section 19.05, the Association shall have permitted each party subject to a Claim the right, for a

period of at least ninety (90) days, to inspect and correct, any condition identified in the Common Area Report.

- b. Owner Meeting and Approval. Obtain approval from Members holding sixty-seven percent (67%) of the allocated interest in the Association to provide the Notice described in Section 19.05, initiate the mandatory dispute resolution procedures set forth in this Article 19, or take any other action to prosecute a Claim, which approval from Members must be obtained at a special meeting of Members called in accordance with the Bylaws. The notice of meeting required hereunder will be provided pursuant to the Bylaws but the notice must also include: (i) the nature of the Claim, the relief sought, the anticipated duration of prosecuting the Claim, and the likelihood of success; (ii) a copy of the Common Area Report; (iii) a copy of any proposed engagement letter, with the terms of such engagement between the Association and an attorney to be engaged by the Association to assert or provide assistance with the Claim (the "**Engagement Letter**"); (iv) a description of the attorney fees, consultant fees, expert witness fees, and court costs, whether incurred by the Association directly or for which it may be liable if it is not the prevailing party or that the Association will be required, pursuant to the Engagement Letter or otherwise, to pay if the Association elects to not proceed with the Claim; (v) a summary of the steps previously taken, and proposed to be taken, to resolve the Claim; (vi) an estimate of the impact on the value of each Unit if the Claim is prosecuted and an estimate of the impact on the value of each Unit after resolution of the Claim; (vii) an estimate of the impact on the marketability of each Unit if the Claim is prosecuted and during prosecution of the Claim, and an estimate of the impact on the value of each Unit during and after resolution of the Claim; (viii) the manner in which the Association proposes to fund the cost of prosecuting the Claim; and (ix) the impact on the finances of the Association, including the impact on present and projected reserves, in the event the Association is not the prevailing party. The notice required by this paragraph must be prepared and signed by a person other than, and not employed by or otherwise affiliated with, the attorney or law firm that represents or will represent the Association in the Claim. In the event Members approve providing the Notice described in Section 19.05, or taking any other action to prosecute a Claim, the Members holding a Majority of the votes in the Association, at a special meeting called in accordance with the Bylaws, may elect to discontinue prosecution or pursuit of the Claim.

19.4 Claim by Owners – Improvements and Common Areas. Improvements and Common Areas. In the event an Owner asserts a Claim related to the Unit or Common Elements, as a precondition to providing the Notice defined in Section 19.05, initiating the mandatory dispute resolution procedures set forth in this Article 19, or taking any other action to prosecute a Claim, the Owner must obtain a Common Area Report. The Common Area Report must be prepared by a person unaffiliated with the attorney or law firm that represents or will represent the Owner in the Claim. The Owner, as a precondition to providing the Notice described in Section 15.05, must have provided at least ten (10) days



prior written notice of the date on which the inspection will occur to each party subject to a Claim which notice shall identify the independent third-party engaged to prepare the Common Area Report, the specific Unit or Common Areas to be inspected, and the date and time the inspection will occur. Each party subject to a Claim may attend the inspection, personally or through an agent. Upon completion, the Common Area Report shall be provided to each party subject to a Claim. In addition, before providing the Notice described in Section 19.05, the Owner shall have permitted each party subject to a Claim the right, for a period of at least ninety (90) days, to inspect and correct, any condition identified in the Common Area Report.

19.5 Notice. Claimant must notify Respondent in writing of the Claim (the "**Notice**"), stating plainly and concisely: (i) the nature of the Claim, including date, time, location, persons involved, and Respondent's role in the Claim; (ii) the basis of the Claim (i.e., the provision of the Restrictions or other authority out of which the Claim arises); (iii) what Claimant wants Respondent to do or not do to resolve the Claim; and (iv) that the Notice is given pursuant to this Section. For Claims governed by Chapter 27 of the Texas Property Code, the time period for negotiation in Section 19.06 below, is equivalent to the sixty (60) day period under Section 27.004 of the Texas Property Code. If a Claim is subject to Chapter 27 of the Texas Property Code, the Claimant and Respondent are advised, in addition to compliance with Section 19.06, to comply with the terms and provisions of Section 27.004 during such sixty (60) day period. Section 19.06 does not modify or extend the time period set forth in Section 27.004 of the Texas Property Code. Failure to comply with the time periods or actions specified in Section 27.004 could affect a Claim if the Claim is subject to Chapter 27 of the Texas Property Code. The one hundred and twenty day period for mediation set forth in Section 19.07 below, is intended to provide the Claimant and Respondent with sufficient time to resolve the Claim in the event resolution is not accomplished during negotiation. If the Claim is not resolved during negotiation, mediation pursuant to Section 19.07 is required without regard to the monetary amount of the Claim.

If the Claimant is the Association, the Notice will also include: (a) a true and correct copy of the Common Area Report; (b) a copy of the Engagement Letter; (c) copies of all reports, studies, analyses, and recommendations obtained by the Association related to the Common Area which forms the basis of the Claim; (d) a true and correct copy of the special meeting notice provided to Members in accordance with Section 19.03(b) above; and (e) reasonable and credible evidence confirming that Members holding sixty-seven percent (67%) of the votes in the Association approved providing the Notice. If the Claimant is not the Association and pertains to Improvements or the Common Area, the Notice will also include a true and correct copy of the Common Area Report.

19.6 Negotiation. The Claimant and Respondent will make every reasonable effort to meet in person to resolve the Claim by good faith negotiation. Within sixty (60) days after Respondent's receipt of the Notice, Respondent and Claimant will meet at a mutually acceptable place and time to discuss the Claim. If the Claim involves all or any portion of the Property, then at such meeting or at some other mutually agreeable time, Respondent and Respondent's representatives will have full access to the Property that is subject to the Claim for the purposes of inspecting the Property. If Respondent elects to take corrective action, Claimant will provide Respondent and Respondent's representatives and agents with full access to the Property to take and complete corrective action.

19.7 Mediation. If the Parties negotiate, but do not resolve the Claim through negotiation within one-hundred twenty (120) days from the date of the Notice (or within such other period as may be agreed upon by the Parties), Claimant will have thirty (30) additional days within which to submit the

Claim to mediation under the auspices of a mediation center or individual mediator on which the parties mutually agree. The mediator must have at least five (5) years of experience serving as a mediator and must have technical knowledge or expertise appropriate to the subject matter of the Claim. If Claimant does not submit the Claim to mediation within the 30-day period, Respondent will submit the Claim to mediation in accordance with this Section 19.07.

19.8 Termination of Mediation. If the Parties do not settle the Claim within thirty (30) days after submission to mediation, or within a time deemed reasonable by the mediator, the mediator will issue a notice of termination of the mediation proceedings indicating that the Parties are at an impasse and the date that mediation was termination. Thereafter, Claimant may file suit or initiate arbitration proceedings on the Claim, as appropriate and permitted by this Article.

19.9 Binding Arbitration-Claims. All Claims must be settled by binding arbitration. Claimant or Respondent may, by summary proceedings (e.g., a plea in abatement or motion to stay further proceedings), bring an action in court to compel arbitration of any Claim not referred to arbitration as required by this Section 19.09.

- a. Governing Rules. If a Claim has not been resolved after mediation as required by Section 19.07, the Claim will be resolved by binding arbitration in accordance with the terms of this Section 19.09 and the rules and procedures of the American Arbitration Association (“AAA”) or, if the AAA is unable or unwilling to act as the arbitrator, then the arbitration shall be conducted by another neutral reputable arbitration service selected by Respondent in Johnson County, Texas. Regardless of what entity or person is acting as the arbitrator, the arbitration shall be conducted in accordance with the AAA’s “**Construction Industry Dispute Resolution Procedures**” and, if they apply to the disagreement, the rules contained in the Supplementary Procedures for Consumer-Related Disputes. If such Rules have changed or been renamed by the time a disagreement arises, then the successor rules will apply. Also, despite the choice of rules governing the arbitration of any Claim, if the AAA has, by the time of Claim, identified different rules that would specifically apply to the Claim, then those rules will apply instead of the rules identified above. In the event of any inconsistency between any such applicable rules and this Section 19.09, this Section 19.09 will control. Judgment upon the award rendered by the arbitrator shall be binding and not subject to appeal, but may be reduced to judgment in any court having jurisdiction. Notwithstanding any provision to the contrary or any applicable rules for arbitration, any arbitration with respect to Claims arising hereunder shall be conducted by a panel of three (3) arbitrators, to be chosen as follows:
  - i. One arbitrator shall be selected by Respondent, in its sole and absolute discretion;
  - ii. One arbitrator shall be selected by Claimant, in its sole and absolute discretion; and
  - iii. One arbitrator shall be selected by mutual agreement of the arbitrators having been selected by Respondent and the Claimant, in their sole and absolute discretion.

- b. Exemptions to Arbitration; Preservation of Remedies. No provision of, nor the exercise of any rights under, this Section 19.09 will limit the right of Claimant or Respondent, and Claimant and the Respondent will have the right during any Claim, to seek, use, and employ ancillary or preliminary remedies, judicial or otherwise, for the purposes of realizing upon, preserving, or protecting upon any property, real or personal, that is involved in a Claim, including, without limitation, rights and remedies relating to: (i) exercising self-help remedies (including set-off rights); or (ii) obtaining provisions or ancillary remedies such as injunctive relief, sequestration, attachment, garnishment, or the appointment of a receiver from a court having jurisdiction before, during, or after the pendency of any arbitration. The institution and maintenance of an action for judicial relief or pursuit of provisional or ancillary remedies or exercise of self-help remedies shall not constitute a waiver of the right of any party to submit the Claim to arbitration nor render inapplicable the compulsory arbitration provisions hereof.
- c. Statutes of Limitations. All statutes of limitation that would otherwise be applicable shall apply to any arbitration proceeding under this Section 19.09
- d. Scope of Award; Modification or Vacation of Award. The arbitrator shall resolve all Claims in accordance with the applicable substantive law. The arbitrator may grant any remedy or relief that the arbitrator deems just and equitable and within the scope of this Section 19.09 and subject to Section 19.10 below (attorney's fees and costs may not be awarded by the arbitrator); provided, however, that for a Claim, or any portion of a Claim governed by Chapter 27 of the Texas Property Code, or any successor statute, in no event shall the arbitrator award damages which exceed the damages a Claimant would be entitled to under Chapter 27 of the Texas Property Code, except that in no event may attorney's fees or costs be awarded to a Party. In all arbitration proceedings the arbitrator shall make specific, written findings of fact and conclusions of law . In all arbitration proceedings the parties shall have the right to seek vacation or modification of any award that is based in whole, or in part, on (i) factual findings that have no legally or factually sufficient evidence, as those terms are defined in Texas law; (ii) conclusions of law that are erroneous; (iii) an error of federal or state law; or (iv) a cause of action or remedy not expressly provided under existing state or federal law. In no event may an arbitrator award speculative, consequential, or punitive damages for any Claim.
- e. Other Matters. To the maximum extent practicable, an arbitration proceeding hereunder shall be concluded within one hundred and eighty (180) days of the filing of the Claim for arbitration by notice from either party to the other. Arbitration proceedings hereunder shall be conducted in Collin County, Texas. The arbitrator shall be empowered to impose sanctions and to take such other actions as the arbitrator deems necessary to the same extent a judge could pursuant to the Federal Rules of Civil Procedure, the Texas Rules of Civil Procedure and Applicable Law. Each party agrees to keep

all Claims and arbitration proceedings strictly confidential, except for disclosures of information required in the ordinary course of business of the parties or by Applicable Law or regulation. In no event shall any party discuss with the news media or grant any interviews with the news media regarding a Claim or issue any press release regarding any Claim without the written consent of the other parties to the Claim.

19.10 Allocation of Costs. Notwithstanding any provision in this Declaration to the contrary, each Party bears all of its own costs incurred prior to and during the proceedings described in the Notice, Negotiation, Mediation, and Arbitration sections above, including its attorney's fees. Respondent and Claimant will equally divide all expenses and fees charged by the mediator and arbitrator.

19.11 General Provisions. A release or discharge of Respondent from liability to Claimant on account of the Claim does not release Respondent from liability to persons who are not party to Claimant's Claim.

19.12 Period of Limitation.

- a. For Actions by an Owner or Occupant of a Dwelling. The exclusive period of limitation for any of the Parties to bring any Claim, including, but not limited to, a Claim of construction defect or defective design of Improvements on the Common Areas or Units, shall be the earliest of: (i) for Claims alleging construction defect or defective design, two (2) years and one (1) day from the date that the Owner or Occupant discovered or reasonably should have discovered evidence of the Claim; (ii) for Claims other than those alleging construction defect or defective design, four (4) years and one (1) day from the date that the Owner or Occupant discovered or reasonably should have discovered evidence of the Claim
- b. For Actions by the Association. The exclusive period of limitation for the Association to bring any Claim, including, but not limited to, a Claim of construction defect or defective design of the Common Areas, shall be the earliest of: (i) for Claims alleging construction defect or defective design, two (2) years and one (1) day from the date that the Association or its agents discovered or reasonably should have discovered evidence of the Claim; (ii) for Claims other than those alleging construction defect or defective design of the Common Areas, four (4) years and one (1) day from the date that the Association discovered or reasonably should have discovered evidence of the Claim

## ARTICLE 20

### GENERAL PROVISIONS

20.1 Compliance. The owners hereby covenant and agree that the administration of the Association will be in accordance with the provisions of the Governing Documents and all applicable laws, regulations, and ordinances, as same may be amended from time to time, of any governmental or quasi-governmental entity having jurisdiction over the Association or Property.

***Users of this instrument should periodically review  
statutes and court rulings that may modify or nullify  
provisions of this document or its enforcement, or may  
create rights or duties not anticipated by this  
instrument.***

20.2 Higher Authority. The Governing Documents are subordinate to federal and State law, and local ordinances. Generally, the terms of the Governing Documents are enforceable to the extent they do not violate or conflict with local, State, or federal law or ordinance. A law that "voids" a provision of a Governing Document will be narrowly applied to void or render unenforceable only the feature or aspect of a provision that is the focus of the law. In the event of a conflict between the Governing Documents, the hierarchy of authority is as follows: this Declaration (highest), Association's Articles of Association, Bylaws, and the Rules (lowest). Within this Declaration, Appendix F has the highest authority.

20.3 Notice. Any demand or written notice required or permitted by this Declaration may be sent by electronic, ordinary, or certified mail, postage prepaid, or by any other method or combination of methods permitted or required by applicable law. If mailed, the notice is deemed delivered when deposited in the U.S. mail addressed to the member at the address shown on the Association's records. If transmitted by fax or email, the notice is deemed delivered on successful transmission of the facsimile or electronic correspondence. The notice must be sent to the party's last known address as it appears on the records of the Association at the time of transmission. If an owner fails to give the Association an effective address, the notice may be sent to the address of the owner's unit. If the Association properly transmits the notice, the owner is deemed to have been given notice whether or not he actually receives it.

20.4 Changing Technology. The Governing Documents are drafted at the end of an era that uses ink on paper to communicate, to give notice, and to memorialize decisions. The next era of communications may be paperless, relying on electronic communications for many activities that are customarily papered on the date of this Declaration. As technology changes, the terms of the Governing Documents that pertain to communications, notices, and documentation of decisions may be interpreted and applied in ways that are consistent with and customary for the then-current technology for standard business practices, without necessity of amending the Governing Document.

20.5 Liberal Construction. The terms and provision of each Governing Document are to be liberally construed to give effect to the purposes and intent of the Governing Document. All doubts regarding a provision, including restrictions on the use or alienability of property, will be resolved first to give effect to Declarant's intent to protect Declarant's interests in the Property, and second in favor of the operation of the Association and its enforcement of the Governing Documents, regardless which party seeks enforcement.

20.6 Severability. Invalidation of any provision of this Declaration by judgment or court order does not affect any other provision, which remains in full force and effect. The effect of a general statement is not limited by the enumeration of specific matters similar to the general.

20.7 Captions. The captions of Articles and sections are inserted only for convenience and are in no way to be construed as defining or modifying the text to which they refer.

20.8 Interpretation. Whenever used in the Governing Documents, unless the context provides otherwise, a reference to a gender includes all genders. Similarly, a reference to the singular includes the plural, the plural the singular, where the same would be appropriate.



20.9 Duration. Unless terminated or amended by owners as permitted herein, the provisions of this Declaration run with and bind the Property, and will remain in effect perpetually to the extent permitted by law.

20.10 Appendixes. The following appendixes are attached to this Declaration and are incorporated herein by reference:

- A- Description of Subject Land
- B- Schedule of Allocated Interests
- C- Maintenance Responsibility Chart
- D- Plats and Plans
- E- None
- F- Declarant Rights & Reservation
- G- Chapter 380 Economic Development and Performance Agreement

*[signature page to follow]*

**SIGNED AND ACKNOWLEDGED BY DECLARANT**

EXECUTED this \_\_\_\_, day of November, 2023

BTX Condominium Association, Inc.,  
A Texas non-profit corporation

By: \_\_\_\_\_  
Rocky Bransom, President and Director  
BTX Condominium Association, Inc.

STATE OF TEXAS

§

COUNTY OF JOHNSON

This instrument was acknowledged before me on the \_\_\_\_, day November, 2023, by Rocky Bransom, President and duly authorized representative of BTX Condominium Association, Inc., a Texas nonprofit corporation, on behalf of said corporation.

\_\_\_\_\_  
Notary Public in and for the State of Texas

**After Recording, Return to:**  
Manning & Meyers, Attorneys at Law  
4340 N. Central Expressway, Suite 200  
Dallas, TX 75206

**Appendix A**  
**Description of Subject Land**

**LEGAL DESCRIPTION:**

A TRACT OF LAND SITUATED IN THE J.W. HENDERSON SURVEY, ABSTRACT NO. 376, JOHNSON COUNTY, TEXAS, BEING ALL OF LOTS 1R-6R & 7R2-8R2, BLOCK 13, ORIGINAL TOWN OF BURLESON, ACCORDING TO THAT PLAT RECORDED IN INSTRUMENT NO. 2021-135, PLAT RECORDS, JOHNSON COUNTY, TEXAS (D.R.J.C.T.), TOGETHER WITH THAT 0.198 ACRE TRACT OF LAND CONVEYED TO BTX OLD TOWN, LLC, IN THAT DEED RECORDED IN INSTRUMENT NO. 2021-25100, D.R.J.C.T., AND TOGETHER WITH THAT TRACT OF LAND CONVEYED TO BTX OLD TOWN, LLC, IN THAT DEED RECORDED IN INSTRUMENT NO. 2022-34795, D.R.J.C.T., AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT AN "X"-CUT FOUND IN THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF SOUTH WARREN STREET (80' R-0-W) AND THE SOUTHERLY RIGHT-OF-WAY LINE OF WEST ELLISON STREET (80' R-0-W), AT THE NORTHWESTERLY CORNER OF SAID LOT 8R2, BLOCK 13, FROM WHICH A 1/2" IRON ROD FOUND WITH A CAP STAMPED "RPLS 5544" IN THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF SOUTH WARREN STREET (80' R-0-W) AND THE NORTHERLY RIGHT-OF-WAY LINE OF WEST ELLISON STREET (80' R-0-W), AT THE SOUTHWESTERLY CORNER OF SAID LOT 2R, BLOCK 12, ORIGINAL TOWN OF BURLESON, ACCORDING TO THAT PLAT RECORDED IN INSTRUMENT NO. 2021-1, PLAT RECORDS, JOHNSON COUNTY, TEXAS, BEARS N 05°50'09" W, A DISTANCE OF 80.00 FEET;

THENCE N 84°09'51" E ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE AND THE NORTHERLY LINE OF SAID LOTS 1R-6R & 7R2-8R2, BLOCK 13, A DISTANCE OF 250.00 FEET TO A MAG NAIL FOUND WITH A SHINER STAMPED "RPLS 5544" IN THE INTERSECTION OF THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH WILSON STREET (80' R-0-W) AND SAID SOUTHERLY RIGHT-OF-WAY LINE, ALSO BEING THE NORTHEASTERLY CORNER OF SAID LOT 1R, BLOCK 13;

THENCE S 05°50'09" E ALONG SAID WESTERLY RIGHT-OF-WAY LINE AND THE EASTERLY LINE OF SAID BLOCK 13, A DISTANCE OF 192.50 FEET TO A 1/2" IRON ROD SET WITH A CAP STAMPED "RPLS 5544" FOR THE SOUTHEASTERLY CORNER OF SAID TRACT CONVEYED TO BTX OLD TOWN, LLC, IN THAT DEED RECORDED IN INSTRUMENT NO. 2022-34795, D.R.J.C.T. AND FOR THE NORTHEASTERLY CORNER OF A TRACT OF LAND CONVEYED TO FREDY A. ROSA IN THAT DEED RECORDED IN INSTRUMENT NO. 2016-14574, D.R.J.C.T.;

THENCE LEAVING SAID WESTERLY RIGHT-OF-WAY LINE S 84°09'51" W ALONG THE COMMON LINE BETWEEN SAID BTX OLD TOWN, LLC, TRACT AND SAID ROSA TRACT, A DISTANCE OF 99.55 FEET TO A 1/2" IRON ROD SET WITH A CAP STAMPED "RPLS 5544" IN THE EASTERLY LINE OF LOT 8R, BLOCK 13, ORIGINAL TOWN OF BURLESON, ACCORDING TO THAT PLAT RECORDED IN VOLUME 8, PAGE 172, P.R.J.C.T., FOR THE SOUTHEASTERLY CORNER OF SAID BTX OLD TOWN, LLC, TRACT, AND FOR THE NORTHWESTERLY CORNER OF SAID ROSA TRACT;

THENCE N 05°50'09" W ALONG SAID EASTERLY LINE AND THE EASTERLY LINE LOT 7R, BLOCK 13, ORIGINAL TOWN OF BURLESON, ACCORDING TO THAT PLAT RECORDED IN VOLUME 8, PAGE 172, P.R.J.C.T., A DISTANCE OF 57.50 FEET TO A 1/2" IRON ROD FOUND FOR THE NORTHWESTERLY CORNER OF SAID BTX OLD TOWN, LLC, TRACT, AND FOR THE NORTHEASTERLY CORNER OF SAID LOT 7R, BLOCK 13;

THENCE S 84°09'51" W ALONG THE NORTHERLY LINE OF SAID LOT 7R, BLOCK 13, A DISTANCE OF 75.09 FEET TO A 1/2" IRON ROD FOUND FOR THE NORTHWESTERLY CORNER OF SAID LOT 7R, BLOCK 13, AND FOR THE NORTHEASTERLY CORNER OF SAID BTX OLD TOWN, LLC, TRACT, AND FOR THE NORTHEASTERLY CORNER OF SAID 0.198 ACRE TRACT OF LAND CONVEYED TO BTX OLD TOWN, LLC, IN THAT DEED RECORDED IN INSTRUMENT NO. 2021-25100, D.R.J.C.T.,

THENCE S 05°50'09" E ALONG THE WESTERLY LINE OF SAID LOTS 7R AND 8R, BLOCK 13, AND ALONG THE EASTERLY LINE OF SAID 0.198 ACRE TRACT, A DISTANCE OF 115.00 FEET TO A MAG NAIL SET WITH A SHINER STAMPED "5544" IN THE NORTHERLY RIGHT-OF-WAY LINE OF WEST BUFFORD STREET (80' R-0-W) FOR THE SOUTHEASTERLY CORNER OF SAID 0.198 ACRE TRACT AND FOR THE SOUTHWESTERLY CORNER OF SAID LOT 8R, BLOCK 13;

THENCE S 84°09'51" W ALONG SAID NORTHERLY RIGHT-OF-WAY LINE AND THE SOUTHERLY LINE OF SAID 0.198 ACRE TRACT, A DISTANCE OF 75.36 FEET TO 1/2" IRON ROD FOUND WITH A CAP STAMPED "RPLS 5544" AT THE INTERSECTION OF SAID NORTHERLY RIGHT-OF-WAY LINE AND THE EASTERLY RIGHT-OF-WAY LINE OF SOUTH WARREN STREET (80' R-0-);

THENCE N 05°50'09" W ALONG SAID EASTERLY RIGHT-OF-WAY LINE, THE WESTERLY LINE OF SAID 0.198 ACRE TRACT AND ALONG THE WESTERLY LINE OF SAID LOT 8R2, BLOCK 13, A DISTANCE OF 250.00 FEET TO THE POINT OF BEGINNING, AND CONTAINING 1.105 ACRES OF LAND, MORE OR LESS.

**Appendix B**  
**SCHEDULE OF ALLOCATED INTERESTS**

BTX Condominium Association

Building Letter	Unit Number	Square Footage in Unit	Voting Share/Interest Percentage
A	1	7,098	15.84%
A	2	2,750	06.14%
A	3	11,870	26.50%
A	4	3,574	07.98%
A	5	4,743	10.59%
B	6	6,037	13.47%
B	7	4,345	09.70%
B	8	4,381	09.78%
<b>Total:</b>		<b>44,798</b>	<b>100.00%</b>

**Two Total Buildings**  
**Building A- 5 Total Units**  
**Building B- 3 Total Units**  
**8 Total Units.**

**\*THIS SCHEDULE OF ALLOCATED INTEREST WILL BE AMENDED IF UNITS ARE ADDED.**

**Each Condominium Unit's undivided interest shall be computed by taking as a basis the square footage of each Unit in relation to the total square footage of all Units in this section of the Condominium as a whole and shall also bear the Common Expenses of the Association as defined herein on said percentage basis.**

**Appendix C**  
**MAINTENANCE RESPONSIBILITY CHART**

BTX Condominium Association

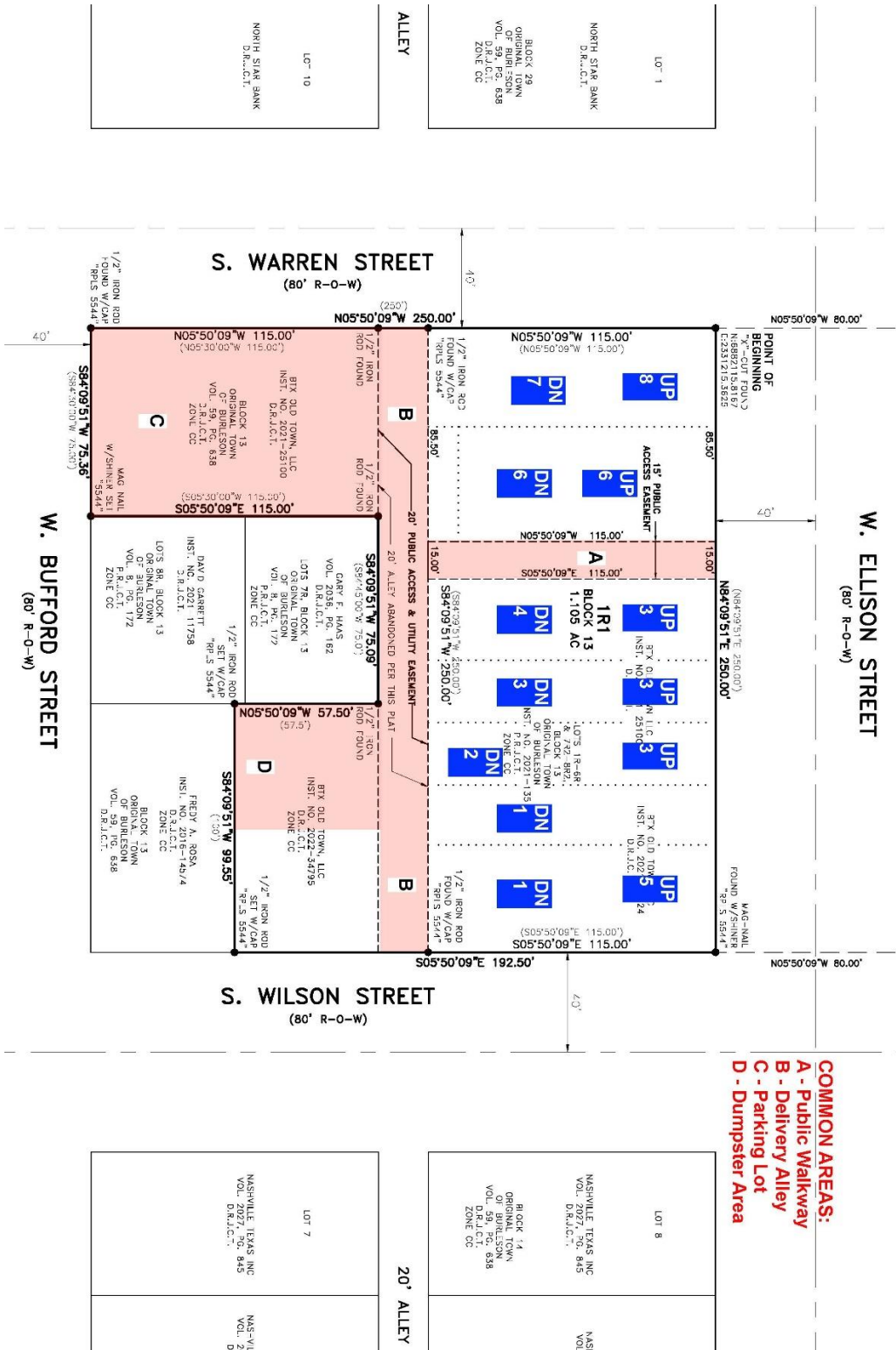
<b><u>Component of Property</u></b>	<b><u>Association Responsibility</u></b>	<b><u>Owner Responsibility</u></b>
Exterior numbers on units	All aspects, except those noted for owner.	Owner is responsible for making contact with the USPS mail to ensure proper delivery.
Sidewalk, Public Patio, and Walkways (Including Public Walkway between Buildings A & B). Does not include Rooftop Patios or Areas where Unit Owners Provide Outdoor Seating for Patrons.	All other aspects, including deep cleaning, power washing, and maintenance. Except when caused by owner negligence.	Daily Basic Cleaning.
Retaining Walls	All aspects.	None.
Exterior Doors	Exterior door trim replacement.	All aspects, includes door, glass panes, weather stripping, painting of door and threshold, hardware, locks, and peepholes. Door frame trim color must match other trim on property. Owner shall promptly repair and replace any broken or cracked glass in doors.
Heating and Cooling Systems	Shared Condensation Lines	All other aspects, including operation, maintenance and repair of Air Conditioning and Heating Units.
Exterior Light Fixtures on Units	Lights located in the common areas, unless located over or near the front or back door of a unit.	All other lights other than those located in the common areas, including bulb replacement over and near front or back doors of units.
Foundations	Slab failure	All other aspects including repair for minor cracks that result from the natural movement of soil (expansion & contraction), shrinkage during the concrete, and settling of dwelling.
Irrigation	All aspects.	None.
Grounds- Outside and Inside Patios	All aspects.	None. Lawn maintenance will be provided by the Association.
Plumbing, Faucets, Grease Traps, and Sewer Lines	Maintenance of shared condensation lines and shared	All aspects of lines, pipes, faucets, and appliances within a



	grease traps. ***see also heating and cooling systems.	unit. Grease Traps in common areas and in units. Damage to the unit, another unit or common elements from a cause initially within the unit.
Roofs (Includes rooftop bars or roofs where pedestrian foot traffic will occur)	Structural Maintenance Only	All aspects. Report any leaks to the Property Manager in a timely manner. Repairing the leaks is the responsibility of the Owner. <b>Nothing can be installed or placed on the roof without Board approval of modification requests (includes roof vents, Christmas lights, solar tubes, TV Antennas, Satellite dishes) that may void roof warranty.</b>
Exterior Vertical Walls of Buildings, Gutters and Downspouts	Outermost materials only, such as brick, stucco, and masonry cement.	All other aspects, including wall cavities and insulation. Regular Cleaning.
Sheetrock Inside and Bordering Unit, Including Walls	None.	All aspects, including damage caused by negligence or willful acts by the unit owner or their guests.
Fire Suppression System	All aspects. ***NOTE: Fire suppression includes sprinklers, fire alarm, fire panel and monitoring as well as maintenance.	Allow access for inspections, maintenance and repairs. Report any issues to the Association in a timely manner.
Intrusion Alarm on Doors and Windows, if installed.	None.	All aspects. Owner maintains smoke detector and batteries.
Trees and Shrubs, if any.	Installation, maintenance and/or replacement.	Owner has the responsibility to report issues to the Association in a timely manner.
Attics, if any.	None	All aspects.
Insulation Weather-Stripping	None.	All aspects.
Television Antennas & Satellite Dishes	Standards for location and appearance of exterior mounted devices. Please see Roofs above. No installation on roofs allowed.	All other aspects.
Air Conditioning Vents	None.	All aspects.
Water Heaters (Serving Units)	None.	All aspects.
Dwelling Interiors, Including Improvements, Fixtures, Partition Walls, Sheetrock,	None.	All aspects.

Treatments and Floors Within the Dwelling		
Windows of Units	Periodic exterior caulking in connection with exterior painting.	All aspects, except those noted for Association. Includes window frames, window sill flashings, window seals and sealants, screens, window locks, glass panes, glazing and interior caulking. Specifically, the owner shall promptly repair and replace any broken or cracked glass in windows. Notify the Association in any defective caulking on the exterior of the windows.
Water, Sewer, Electrical Lines, and Systems	All other aspects unless maintained by a utility.	All aspects for lines and systems located on and serving the Lots.
Community Dumpster	All Aspects	None.
2 <sup>nd</sup> Floor Balconies	All other aspects, including painting, deep cleaning, power washing, and maintenance. Except when caused by owner or owner's guest negligence.	Daily Basic Cleaning.

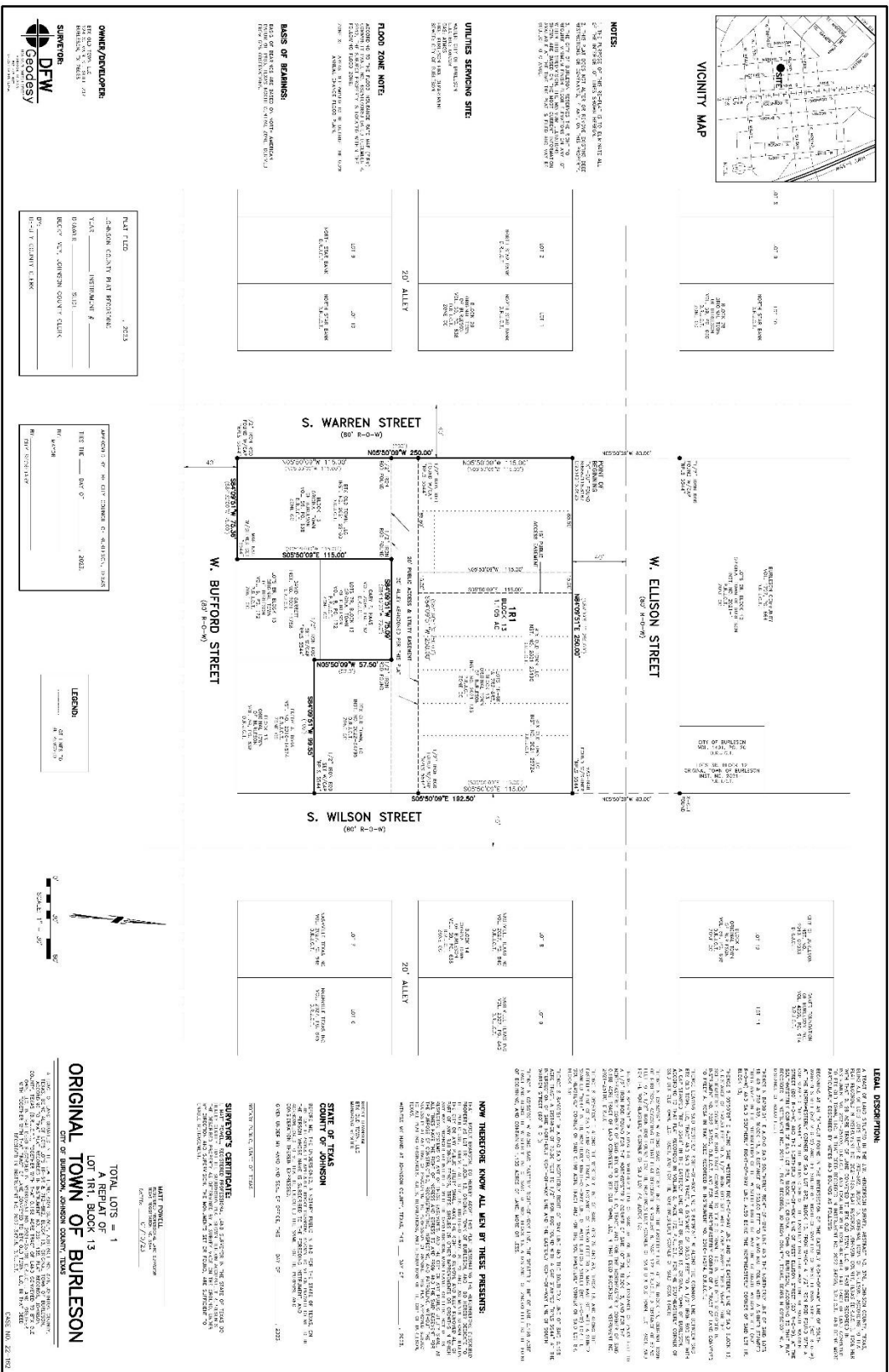
## Appendix D PLATS AND PLANS











Appendix F  
**DECLARANT RIGHTS & RESERVATIONS**

BTX Condominium Association

F.1. General Provisions.

F.1.1. Introduction. Declarant intends the Declaration to be perpetual and understands that provisions pertaining to the initial development, construction, marketing, and control of the Property will become obsolete when Declarant's role is complete. As a courtesy to future users of the Declaration, who may be frustrated by then-obsolete terms, Declarant is compiling the Declarant-related provisions in this Appendix.

F.1.2. General Reservation & Construction. Notwithstanding other provisions of the Governing Documents to the contrary, nothing contained therein may be construed to, nor may any mortgagee, other owner, or the Association, prevent or interfere with the rights contained in this Appendix which Declarant hereby reserves exclusively unto itself and its successors and assigns. In case of conflict between this Appendix and any other Governing Document, this Appendix controls. This Appendix may not be amended without the prior written consent of Declarant and the approval of Burleson which will not be unreasonably withheld. The terms and provisions of this Appendix must be construed liberally to give effect to Declarant's intent to protect Declarant's interests in the Property and to comply the Chapter 380 Economic Development and Performance Agreement and Burleson's vision for the Property.

F.1.3. Purpose of Development and Declarant Control Periods. This Appendix gives Declarant certain rights during the Development Period and the Declarant Control Period to ensure a complete and orderly buildout and sellout of the Property, which is ultimately for the benefit and protection of owners and mortgagees. Declarant may not use its control of the Association and the Property for an advantage over the owners by way of retention of any residual rights or interests in the Association or through the creation of any contractual agreements which the Association may not terminate without cause with 90 days' notice.

F.2. Definitions. As used in this Appendix and elsewhere in the Governing Documents, the following words and phrases have the following specified meanings:

F.2.1. **"Declarant Control Period"** means that period of time during which Declarant controls the operation and management of the Association, pursuant to the provisions of this Appendix. The duration of the Declarant Control Period is from the date this Declaration is recorded for a maximum period not to exceed the earliest of (1) 20 years from date this Declaration is recorded; (2) 120 days after the conveyance of 75 percent of the units in the Property has been conveyed to owners other than Declarant; or (3) when, in the sole opinion of Declarant, the Association is viable, self-supporting, and operational, as evidenced by a written notice executed by Declarant and recorded in the Real Property Records of Johnson County, Texas.

F.2.2. **"Development Period"** means the 15-year period beginning the date this Declaration is recorded, during which Declarant has certain rights pursuant to this Appendix, including rights relating to development, construction, expansion, and marketing of the Property and the Additional Land. The Development Period is for a term of years and does not require that Declarant own any portion of the property described in Appendix A. No act, statement, or omission by the Association may effect termination of the Development Period earlier than the term stated in this Subsection. Declarant, however, may terminate the Development Period at any earlier time by recording a notice of termination.

F.2.3. **“Unilaterally”** means that the Declarant may take the authorized action without the consent, approval, vote, or joinder of any other person, such as owners, mortgagees, Builders, and the Association. Certain provisions in this Appendix and elsewhere in the Governing Documents authorize the Declarant to act unilaterally. Unilateral action by Declarant is favored for purposes of efficiency and to protect the interests of Declarant.

F.3. **Declarant Control Period Reservations- Governance.** Declarant reserves the following powers, rights, and duties during the Declarant Control Period:

F.3.1. **Officers & Directors.** During the Declarant Control Period, the board may consist of 3 persons. Declarant may appoint, remove, and replace any officer or director of the Association, none of whom need be members or owners, and each of whom is indemnified by the Association as a "Leader," subject to the following limitation. Within 120 days after the conveyance of 75 percent of the units that may be created (including property subject to annexation, if any) to owners other than Declarant, at least one-third of the board must be elected by owners other than Declarant.

F.3.2. **Transition Meeting.** Before the end of the Declarant Control Period or within 120 days after the conveyance of 100 percent of the units that may be created (including property subject to annexation) to owners other than Declarant, the owners will elect directors to the board at the transition meeting of the members of the Association. Declarant or the Association will give written notice of the transition meeting to an owner of each unit at least 10 days before the meeting. For the transition meeting, owners of 10 percent of the units constitute a quorum. The board elected at the transition meeting will elect the officers of the Association not later than 30 days after the end of the Declarant Control Period. The directors elected at the transition meeting will serve until the next annual meeting of the Association or a special meeting of the Association called for the purpose of electing directors, at which time the staggering of terms will begin.

F.3.3. **Management Contract.** If Declarant enters into a professional management contract on behalf of the Association during the Declarant Control Period, the Association has the right to terminate the contract without cause or penalty, but with at least 60 days' notice to the manager, at any time after a board elected by the owners takes office.

F.3.4. **Common Elements.** At or prior to termination of the Declarant Control Period, if title or ownership to any common element is capable of being transferred, Declarant will convey title or ownership to the Association. At the time of conveyance, the common element will be free of encumbrance except for the property taxes, if any, accruing for the year of conveyance. Declarant's conveyance of title or ownership is a ministerial task that does not require and is not subject to acceptance by the Association or the owners.

F.4. **Declarant Control Period Reservations- Financial.** Declarant reserves the following powers, rights, and duties during the Declarant Control Period:

F.4.1. **Association Budget.** During the Declarant Control Period, the Declarant-appointed board will establish a projected budget for the Property as a fully developed, fully phased, fully constructed, and fully occupied commercial community with a level of services and maintenance that is typical for similar types of developments in the general area of the Property, using cost estimates that are current for the period in which the budget is prepared.

F.4.2. **Obligation for Assessments.** During the Declarant Control Period, Declarant has the following obligation for assessments and the common expenses of the Association:

- a. Until the Association first levies regular assessments, Declarant must pay all the expenses of the Property as they accrue, as required by Section 82.112(a) of the Act
- b. Following termination of the Declarant Control Period, Declarant (for each unit owned by Declarant) is liable for assessments in the same manner as any owner, as required by Section 82.112(b) of the Act.
- c. Beginning 3 years after the date on which Declarant first conveys (closes) a unit, Declarant (for each unit owned by Declarant) is liable for assessments in the same manner as any owner, even if the Declarant Control Period is in effect, as required by Section 82.112(b) of the Act.
- d. In the interim - between the time the Association starts levying assessments and the termination of Declarant Control or the 3-year period - Declarant solely at Declarant's discretion, and to the extent permitted by Section 82.112(b) of the Act, has the following options:
  - i. Declarant will be liable for assessments in the same manner as any owner, and is not individually liable for operating deficits, if any; or
  - ii. Alternatively, at Declarant's sole discretion, Declarant will periodically pay to the Association an amount equal to the Association's actual paid operational expenses (hence, not reserves), less the operational portion of the assessments received from the other unit owners
- e. If Declarant elects option (2) in Subparagraph d above, the Association will reimburse Declarant for any amounts paid by Declarant that can be attributed to the assessment delinquency of one or more owners - if and when the delinquency is cured.

F.4.3. Obligation for Reserves. During the Declarant Control Period, neither the Association nor Declarant may use the Association reserve funds to pay operational expenses of the Association

F.4.4. Enhancements. During the Declarant Control and Development Periods, Declarant - solely at Declarant's discretion - may voluntarily provide enhancements for the Property, such as higher levels of maintenance, management, insurance, and seasonal color in landscaping. Such enhancements are not included in the Association's annual operating budget or, alternatively, if included are identified as Declarant enhancements.

F.4.5. Expenses of Declarant. Expenses related to the completion and marketing of the Property will be paid by Declarant and are not expenses of the Association.

F.4.6. Budget Control. During the Declarant Control Period, the right of owners to veto special assessments or increases in regular assessments is not effective and may not be exercised.

F.5. Development Period Rights, Representations & Reservations. Declarant makes the following representations and reservations regarding Declarant's development of the Property:

F.5.1. Phasing. The Property is subject to expansion by phasing for 15 years from the date this Declaration is recorded. During the Development Period, Declarant may - but is not required to - annex any real property, any portion of which is contiguous with, adjacent to, or within 1,000 feet of any real property that is subject to this Declaration. The annexation instrument must include a legal description of the additional real property or a reference to the recorded plat that describes the additional real property and a revised schedule of allocated interests if units are annexed. When created, the Property contains 6 units. Declarant reserves

the right to create up to and including 30 units. This Section does not require Declarant to expand the Property. Declarant's right to annex land is for a term of years - the length of the Development Period - and does not require that Declarant own the Additional Land the time of the filing of this Declaration. The concepts and requirements of phasing, expansion, and annexation also apply to the creation of additional units on land already subject to the Declaration.

F.5.2. FNMA Compliance. If Declarant desires the Property to be approved by FNMA for financing, Declarant will comply with FNMA's guidelines for phasing, which may include the following requirements:

- a. All improvements must be substantially completed prior to annexation.
- b. The structure, type, and quality of construction of buildings and improvements will be consistent with that of the buildings and improvements constructed in the phase initially made subject to this Declaration.
- c. All units and common elements created pursuant to Development Rights will be restricted to commercial use in the same manner and to the same extent as the units created under this Declaration.
- d. On annexation, owners of units on the additional land will be granted undivided interests in the Property's total common elements. If not, the amendment of annexation must provide reciprocal easements for specified common elements in various phases of the Property.

F.5.3. Withdrawal. The Property described in the initial Appendix A is not subject to a right of withdrawal of real property by Declarant.

F.5.4. Leasehold. No part of the Property is a leasehold condominium, as defined by the Act.

F.5.5. Conversion. None of the improvements in the Property are conversion buildings as defined by the Act.

F.5.6. Changes in Development Plan. During the Development Period, Declarant may modify the initial development plan to respond to perceived or actual changes and opportunities in the marketplace. Modifications may include, without limitation, changes in the sizes, styles, configurations, materials, and appearances of units, buildings, and common elements.

F.5.7. Transfer Fees. During the Development Period, Declarant may not be required to pay transfer-related and resale certificate fees.

F.5.8. Fines and Penalties. During the Development Period, neither Declarant nor units owned by Declarant are liable to the Association for late fees, fines, administrative charges, or any other charge that may be considered a penalty.

F.5.9. Statutory Development Rights. As permitted by the Act, Declarant reserves the following Development Rights which may be exercised during the Development Period: (1) to add real property to the Property; (2) to create units, general common elements, and limited common elements within the Property; (3) to subdivide units or convert units into common elements; (4) to withdraw from the Property any portion of the real property marked on the Plat and Plans as "Development Rights Reserved," provided that no unit in the portion to be withdrawn has been conveyed to an owner other than Declarant.

F.5.10. Development Rights Reserved. Regarding portions of the real property shown on the Plat and Plans as "Development Rights Reserved," if any, Declarant makes no assurances as to whether Declarant will exercise its Development Rights, the order in which portions will be developed, or whether all portions will be developed. The exercise of Development Rights as to some portions will not obligate Declarant to exercise them as to other portions.



F.5.11. Adoption of Governing Documents. During the Development Period, Declarant may, with the approval of Burleson which shall not be unreasonably withheld, adopt additional Governing Documents for the Association and for the Property, such as the initial rules, regulations, policies, and procedures for use and maintenance of the Property.

F.5.12. Amendment. During the Development Period, Declarant may, with the approval of Burleson which shall not be unreasonably withheld, amend this Declaration and the other Governing Documents, without consent of other owners or any mortgagee, for the following limited purposes:

- a. To meet the requirements, standards, or recommended guidelines of an Underwriting Lender to enable an institutional or governmental lender to make or purchase mortgage loans on the units.
- b. To correct any defects in the execution of this Declaration or the other Governing Documents.
- c. To add real property to the Property, in the exercise of statutory Development Rights.
- d. To create units, general common elements, and limited common elements within the Property, in the exercise of statutory Development Rights.
- e. To reassign limited common elements, subject to the written and acknowledged consent of the owner of the unit to which the limited common element has been or will be assigned.
- f. To subdivide, combine, or reconfigure units or convert units into common elements, in the exercise of statutory Development Rights.
- g. To withdraw from the Property any portion of the real property marked on the Plat and Plans as "Development Rights Reserved," in the exercise of statutory Development Rights.
- h. To resolve conflicts, clarify ambiguities, and to correct misstatements, errors, or omissions in the Governing Documents.
- i. To change the name or entity of Declarant.
- j. For any other purpose, provided the amendment has no material adverse effect on any right of any owner.

F.6. Architectural Control During Development Period. During the Development Period, Declarant has the absolute right and power of architectural control over the Property.

F.6.1. Declarant's Rights Reserved. Each owner, by accepting an interest in or title to a unit, whether or not it is so expressed in the instrument of conveyance, covenants and agrees that Declarant has a substantial interest in ensuring that the improvements within the Property enhance Declarant's reputation as a condominium developer and do not impair Declarant's ability to market its property. Accordingly, each owner agrees that - during the Development Period - no structural or visible improvements will be started or progressed in or on the Property, including the owner's unit, without the prior written approval of Declarant, which approval may be granted or withheld at Declarant's sole discretion. In reviewing and acting on an application for approval, Declarant may act solely in its self-interest and owes no duty to any other person or any organization other than Burleson and its obligations under the Chapter 380 Economic Development and Performance Agreement. Declarant may designate one or more persons from time to time to act on its behalf in reviewing and responding to applications.

F.6.2. Delegation by Declarant. During the Development Period, Declarant may from time to time, but is not obligated to, delegate all or a portion of its reserved rights under this Artic

le to (1) a modifications or architectural committee appointed by Declarant or by the board, (2) a modifications or architectural committee elected by the owners, or (3) a committee comprised of architects, engineers, or other persons who may or may not be members of the Association. Any such delegation must be in writing and must specify the scope of delegated responsibilities. Any such delegation is at all times subject to the unilateral rights of Declarant (1) to revoke such delegation at any time and reassume jurisdiction over the matters previously delegated and (2) to veto any decision which Declarant in its sole discretion determines to be inappropriate or inadvisable for any reason.

F.6.3. Caveat. A modifications committee may not involve itself with the approval of new units, common elements, or units owned or leased by Declarant.

F.7. Special Declarant Rights. As permitted by the Act, Declarant reserves the below-described Special Declarant Rights, to the maximum extent permitted by law, which may be exercised, w here applicable, anywhere within the Property during the Development Period. Unless terminated earlier by an amendment to this Declaration executed by Declarant, any Special Declarant Right may be exercised by Declarant so long as Declarant holds a Development Right to create additional units or common elements or Declarant owns a unit, whichever ceases last. Earlier termination of certain rights may occur by statute.

- a. The right to complete or make improvements indicated on the Plat and Plans.
- b. The right to exercise any Development Right permitted by the Act and this Declaration.
- c. The right to make the Property part of a larger condominium or planned community.
- d. The right to use units owned or leased by Declarant as models, storage areas, and offices for the marketing, management, maintenance, customer service, construction, and leasing of the Property and/or other projects of Declarant or Declarant's affiliates.
- e. For purposes of promoting, identifying, and marketing the Property, Declarant reserves an easement and right on and in the Property to place or install, move, and remove anything that pertains to marketing, management, maintenance, customer service, construction, and leasing of the Property, such as signs, banners, flags, display lighting, potted plants, decorative items, furnishings, seasonal decorations, temporary window treatments , and seasonal landscaping, including items and locations that are prohibited to other owners and occupants. Declarant reserves an easement and right to maintain, relocate, replace, or remove the same from time to time within the Property.

#### ***Different Rules***

**The Developer has rights and privileges to use to property in ways that are not available to other owners and occupants.**

- f. Declarant has an easement and right of ingress and egress in and through the common elements and units owned or leased by Declarant for purposes of constructing, maintaining, managing, and marketing the

- Property and/or other projects of Declarant or Declarant affiliates, and for discharging Declarant's obligations under the Act and this Declaration.
- g. The right to appoint or remove any Declarant-appointed officer or director of the Association during the Declarant Control Period consistent with the Act.

F.8. Additional Easements & Rights. Declarant reserves the following easements and rights, exercisable at Declarant's sole discretion, for the duration of the Development Period:

- a. An easement and right to erect, construct, and maintain on and in the common elements and units owned or leased by Declarant whatever Declarant determines to be necessary or advisable in connection with the construction, completion, management, maintenance, and marketing of the Property.
- b. The right to sell or lease any unit owned by Declarant. Units owned by Declarant are not subject to leasing or occupancy restrictions or prohibitions contained elsewhere in this Declaration or the other Governing Documents.
- c. The right of entry and access to all units to perform warranty-related work, if any, for the benefit of the unit being entered, adjoining units, or common elements. Requests for entry must be made in advance for a time reasonably convenient for the owner who may not unreasonably withhold consent.
- d. The right to temporarily enhance any aspect of the Property for purposes of making the Property attractive to purchasers, such as increased levels of landscape maintenance, increased on-site staffing, and the temporary use of upgraded common area furnishings and decorative accessories.
- e. An easement and right to make structural changes and alterations on common elements and units used by Declarant as models and offices, as may be necessary to adapt them to the uses permitted herein. Declarant, at Declarant's sole expense, will restore altered common elements and units to conform to the architectural standards of the Property.

F.9. Marketing Other Locations. This Declaration grants to Declarant a number of significant rights to market the Property. Declarant hereby reserves for itself and its affiliates the right to use each and every such right and privilege for the additional purposes of promoting, identifying, and marketing off-site developments of Declarant or its affiliates for the duration of the Development Period, even though Declarant may have completed the marketing of units in the Property. Additionally, Declarant - at Declarant's sole option and discretion - may extend the effect of this Section for up to 12 months after the end of the Development Period by paying the Association \$4,000.

F.10. Unit Buyer's Contributions at Closing. Declarant may establish a working capital fund for the Association in an amount that is at least equal to 2 months of regular assessments for all units. If Declarant establishes this fund, each unit's contribution will be collected when the sale of the unit closes or on termination of the Declarant Control Period, whichever occurs first. **Contributions to the fund are not advance payments of regular assessments and are not refundable.**

F.10.1. Frozen Assets. During the Declarant Control Period, working capital contributions from the owners may not be used by Declarant or by the Association to pay the Association's operational expenses, as required by Section 82.112(a) of the Act. This means that Declarant may

not use the fund to defray Declarant's expenses, reserve contributions, or construction costs, or to cover the Association's budget deficits during the Declarant Control Period.

F.10.2. Fannie Mae Requirement. Not later than termination of the Declarant Control Period, the fully funded working capital fund will be transferred to the Association for deposit to a segregated fund. If Declarant has unsold units on termination of the Declarant Control Period, Declarant may reimburse itself for a unit's pre- pa id contributions from monies collected at the unit's closing.

F.10.3. New Sales Only. This Section applies only to unit sales by Declarant, and does not apply to Resales as defined in Section 12.10 of this Declaration

F.11. Successor Declarant. Declarant may designate one or more Successor Declarants for specified designated purposes and/or for specified portions of the Property, or for all purposes and all of the Property. To be effective, the designation must be in writing, signed and acknowledged by Declarant and Successor Declarant, and recorded in the Real Property Records of Johnson County, Texas. Declarant (or Successor Declarant) may subject the designation of Successor Declarant to limitations and reservations. Unless the designation of Successor Declarant provides otherwise, a Successor Declarant has the rights of Declarant under this Section and may designate further Successor Declarants.

*(end of Appendix F)*

## **Appendix G**

Chapter 380 and Economic Development and Performance Agreement for Public and Private Improvements in Tax Increment Financing Reinvestment Zone Number Two Between the City of Burleson, the Burleson, 4A Economic Development Corporation, the Tax Increment Financing Reinvestment Zone Number Two and BTX Old Town, LLC



**CERTIFICATE FOR  
RECORDATION OF DEDICATORY INSTRUMENT OF  
BTX CONDOMINIUM ASSOCIATION, INC.**

STATE OF TEXAS

§

§

**KNOW ALL MEN BY THESE PRESENTS:**

COUNTY OF JOHNSON

§

**WHEREAS**, Section 202.006 of the Texas Property Code requires that “A Property Owners’ Association shall file its dedicatory instruments in the Real Property Records of each county in which the Property to which the dedicatory instruments relates is located.”; and

**WHEREAS**, BTX Condominium Association, Inc., a Texas nonprofit corporation (the “Association”) desires to comply with Section 202.006 by filing of record in the Real Property Records of Johnson County, Texas, the attached instrument; and

**WHEREAS**, the attached instrument constitutes a “dedicatory instrument” as defined by Section 202.001 of the Texas Property Code; and

**WHEREAS**, the Declaration of Covenants, Conditions and Restrictions for BTX Condominium Association, Inc., Executed by BTX Old Town, LLC, as Declarant, and recorded on or about \_\_\_\_\_ at Instrument \_\_\_\_\_ in the Real Property Records of Johnson County, Texas, including any amendments thereof, additions, annexations and supplements thereto and entitled “Declaration of Covenants, Conditions and Restrictions for BTX Condominium Association” (the “Declaration”) subjected to the scheme of development therein certain land described in the Declaration and Bylaws of the Association and located in Johnson County, Texas;

**NOW THEREFORE**, the undersigned authorized representative of the Association hereby executes this Certificate to effect the recording of the dedicatory instrument attached hereto on behalf of the Association.

**[signature page follows]**

EXECUTED this \_\_\_, day of May, 2023

BTX Condominium Association, Inc.,  
A Texas non-profit corporation

By: \_\_\_\_\_  
Rocky Bransom, President and Director  
BTX Condominium Association, Inc.

STATE OF TEXAS

§

COUNTY OF JOHNSON

This instrument was acknowledged before me on the \_\_\_, day of May, 2023 by Rocky Bransom, President and duly authorized representative of BTX Condominium Association, Inc., a Texas nonprofit corporation, on behalf of said corporation.

\_\_\_\_\_  
Notary Public in and for the State of Texas

**After Recording, Return to:**  
Manning & Meyers, Attorneys at Law  
4340 N. Central Expressway, Suite 200  
Dallas, TX 75206

# **BYLAWS OF BTX CONDOMINIUM ASSOCIATION**

Johnson County, Texas

**Declarant**

BTX Old Town, LLC

**Address**

236 E. Ellison Street

Burleson, TX 76028

**BYLAWS OF  
BTX CONDOMINIUM ASSOCIATION, INC.**

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## **ARTICLE ONE – ADOPTION AND INTERPRETATION OF BYLAWS**

### **1.01 Definitions**

In these Bylaws:

“Association” shall mean BTX Condominium Association, Inc.

“Board of Directors” has the meaning set forth in Section 22.011(1) of the Texas Business Organizations Code (the “TBOC”): the group of persons vested with the management of the affairs of the Association, regardless of the name used to designate the group.

“Director” has the meaning set forth in Section 1.001 of the TBOC: an individual who serves on the Board of Directors.

“Corporation” means the Association formed as described in Article 2.01 of these Bylaws. More specifically, it shall mean BTX Condominium Association, Inc.

“Governing authority” has the meaning set forth in Section 1.002(35)(A) of the TBOC: a person or group of persons who are entitled to manage and direct the affairs of the Association and the governing documents of the Association. This shall include, but is not limited to the following:

- a) The Board of Directors or other persons authorized to perform the functions of the Board of Directors;
- b) The Architectural Control Committee;
- c) Any Committee set up by the Board of Directors.

“Governing documents” has the meaning set forth in Section 1.002(36) of the TBOC: the Certificate of Formation, the Declaration, the Bylaws and other documents or agreements adopted by the Association under the TBOC to govern the internal affairs of the Corporation.

“Governing person” has the meaning set forth in Section 1.002(37) of the TBOC: a person serving as part of the governing authority of the Association.

“Signature” had the meaning set forth in Section 1.002(82) of the TBOC: any symbol executed or adopted by a person with present intention to authenticate a writing. Unless the context requires otherwise, the term includes a digital signature, an electronic signature, and a facsimile of a signature.

“TBOC” means the Texas Business Organizations Code, as amended from time to time.

“Writing” or “written” has the meaning set forth in Section 1.002(89) of the TBOC: an expression of words, letters, characters, numbers, symbols, figures, or other textual information that is inscribed on a tangible medium or that is stored in an electronic or other medium that is retrievable in a perceivable form. Unless the context requires otherwise, the term includes stored or transmitted electronic data, electronic transmissions, and reproductions of writings; and does not include sound or video recordings of speech other than transcriptions that are otherwise writings.

### **1.02 Interpretation and Severability**

These Bylaws are governed by, and shall be construed in accordance with the laws of the State of Texas. If any provision of these Bylaws or the application thereof to any person or circumstance is held invalid or unenforceable, the remainder of these Bylaws and the application of that provision to other persons or circumstance are not affected thereby, and that provision shall be enforced to the greatest extent permitted by the applicable law.

### **1.03 Articles and Other Headings**

The articles and other headings contained in these Bylaws are for reference purposes only and will not affect the meaning or interpretation.

### **1.04 Adoption, Amendment, and Repeal of Bylaws**

The Board of Directors may alter, amend, or repeal these Bylaws, and adopt new Bylaws. All amendments may be upon advice of counsel as to legal effect. Bylaw changes shall take effect upon adoption unless otherwise specified. Notice of Bylaw changes shall be given to the Members of the Association prior to their taking effect.

The Members of the Association may alter, amend, or repeal these Bylaws, and adopt new Bylaws by affirmative vote of 67% of the votes within the Association. All amendments may be upon advice of counsel as to legal effect.

## **ARTICLE TWO – NAME, LOCATION, PURPOSE & PARTIES**

### **2.01 Name**

The name of the Association is BTX Condominium Association, Inc. (the “Association”). The Association is a non-profit corporation organized under the Texas Non-Profit Corporation Act. The principal office of the Association shall be located at 236 E. Ellison Street, Burleson, Texas 76028. But meetings of the Members and Directors may be held in Johnson County or any contiguous County.

### **2.02 Registered Office & Registered Agent**

The address of the original Registered Office and name and address of the original Registered Agent are set forth within the Certificate of Formation, as duly filed with the Texas Secretary of State is: Casey Meyers, 4340 N. Central Expressway, Suite 200, Dallas, TX 75206

The registered agent or registered office may be changed by vote of the Majority of the Board of Directors provided that the new registered agent or registered office is located within Johnson County, Texas or a contiguous county. Upon such change of registered office or agent, notice of such must be provided to the Texas Secretary of State.

The current Registered Agent for Service of Process is Casey Meyers whose address is Casey Meyers, 4340 N. Central Expressway, Suite 200, Dallas, TX 75206.

### **2.03 Purpose**

The purpose for which the Association is formed is to govern the commercial area of BTX Condominium Association, Inc., situated in Johnson County, Texas, which Property is described in that certain Declaration of Covenants, Conditions and Restrictions for BTX Condominium Association, Inc. (the “Declaration”) and recorded in the Real Property Records of Johnson County, Texas.

#### **2.04 Parties**

All present or future Owners, tenants or future tenants of any Condominium, or any other person who might use in a manner the facilities or Common Properties are subject to the provisions and the regulations set forth in these Bylaws. The mere acquisition, lease or rental of any Condominium or the mere act of occupancy of a Condominium will signify that these Bylaws are accepted, approved, ratified and will be complied with.

### **ARTICLE THREE – DIRECTORS AND DIRECTORS’ MEETINGS**

#### **3.01 Management by Directors**

The affairs of this Association shall be managed by a Board of no less than three (3) but no more than five (5) Directors (herein, the “Board” or “Board of Directors”), all of whom must be Owners or, where such Owner is not an individual person, an officer, Director, shareholder, partner or representative of an Owner. The number of Directors may be changed by amendment to these Bylaws. The initial number of directors shall be three but may be increased to five upon the affirmative vote of the directors of the Association.

#### **3.02 Nomination**

Nominations for election to the Board shall be made from the floor at the annual meeting. Such nominations must be made from Owners or, where such Owner is not an individual person, an officer, Director, shareholder, partner or representative of an Owner.

#### **3.03 Election**

Directors shall be elected by Members at the annual meeting. At such elections the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of these Bylaws. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

#### **3.04 Term of Office**

All Directors shall serve for a term of two (2) years. The expired term of a Member of the Board of Directors must be filled by an election of the Owners of the Association unless otherwise permitted by law or these Bylaws.

In order to establish overlapping terms for the Board, the first election for the Board of Directors will have two (2) Directors elected for two (2) years and the remaining Directors shall be elected for a term of one (1) year. Upon the expiration of their initial terms, all directors shall serve a term of two (2) years.

#### **3.05 Compensation**

Members of the Board of Directors shall serve without Compensation. However, Directors may be reimbursed for actual expenses incurred in the performance of his or her duties of office. No loans may be made by the Association to any officer or Director of the Association.

### **3.06 Vacancies**

Vacancies on the Board of Directors shall exist upon: (1) the failure of the Members to elect the full authorized number of Directors to be voted for at any Members' meeting at which any Director is to be elected; (2) a declaration of vacancy under Sub-article 3.06(a) of these Bylaws; (3) an increase in the authorized number of Directors; or (4) the death, resignation, or removal of any Director.

#### **3.06(a) Declaration of a Vacancy**

A Majority of the Board of Directors must declare the office of a Director vacant if the Director is adjudged incompetent by a court; is convicted of a felony or a crime involving moral turpitude; or fails to accept the office of Director, either by a letter of acceptance or by attending a meeting of the Board of Directors, within thirty (30) days of notice of election.

#### **3.06(b) Filling Vacancies by Directors**

Vacancies other than those caused by an increase in the number of Directors may be filled by majority vote of the remaining Directors at the next Board Meeting even if the number of Directors present at such meeting constitutes less than a quorum. If only one Director remains, that Director shall constitute a quorum of the Board and may fill the remaining vacancies upon his vote. Each Director appointed to fill a vacancy shall serve the entire unexpired term of his predecessor. Vacancies reducing the number of Directors to fewer than three (3) shall be filled before the transaction of any other business.

#### **3.06(c) Filling Vacancies by Members**

Any vacancy of the Board of Directors caused by an increase in the number of Directors shall be filled by the Members at the next annual meeting or at a special meeting called for that purpose. Upon the resignation of a Director tendered to take effect at a future time, the Board or the Members may elect a successor to take office when the resignation becomes effective.

### **3.07 Removal of Directors**

The entire Board may be removed from office, with or without cause, by a vote of Members holding a majority of the votes of the Association. Any individual Director may be removed from the Board, with or without cause, prior to the expiration of his term of office by a vote of Members holding a majority of the votes. Any Director who has three (3) consecutive unexcused absences from the regularly scheduled Board meetings may be removed by a majority of the Directors present at a regular or special Board meeting at which a quorum is present, and a successor may be appointed by the Board to fill the vacancy for the remainder of the term.

### **3.08 Action by Consent of Board Without Meeting & Telephone Meetings**

The Board may meet by any method of communication, including electronic and telephonic, without prior notice to Owners, if each Director may hear and be heard by every other Director, or the Board may take action by unanimous written consent to consider routine and administrative matters or a reasonably unforeseen emergency or urgent necessity that requires immediate Board action. Any action taken without notice to Owners must be summarized orally, including an explanation of any known actual or estimated expenditures approved at the meeting, and documented in the minutes of the next regular or special Board meeting. The Board may not, without prior notice to Owners. Notice to owners may be given electronically, placed online on a public or private internet website, or placed within a conspicuous

place within the community. Notice to Owners must be given between three and thirty days before each Board Meeting.

If the Board takes an action by unanimous written consent, an explanation of the action taken must be sent by mail or electronic mail to all Directors within three days after the written consent of all Directors has been obtained.

### **3.09 Location of Meetings**

Meetings of the Board of Directors shall be held at the principal office of the Association, or at such other location in or outside the State of Texas as may be provided by or fixed in accordance with the Board of Directors. The location of a meeting means either the physical location of the meeting, or in the case of a meeting by remote communications technology described below, the form of communications system to be used for the meeting and the means of accessing that communications system.

### **3.10 Regular Meetings**

Regular meetings of the Board of Directors shall be held immediately following each annual Members' meeting. Regular meetings of the Board shall also be held on a monthly basis, except when no new business is pending, within Johnson County or a contiguous county, at such hour as may be fixed from time to time by resolution of the Board. Notice of the agenda and place of meeting shall be delivered either personally, by mail, by telephone or facsimile communication to the Board Members not less than four (4) days prior to the meeting. However, notice of a meeting need not be given to Board Members who have signed a waiver of notice or a written consent to the holding of the meeting. Attendance in person at a meeting, except where such Director attends for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened, shall constitute waiver of notice and such Director's consent to the holding of said meeting. Participation by a Director in a meeting by telephone or similar communication equipment shall constitute waiver of notice and attendance in person at such meeting.

### **3.11 Special Meetings**

Special meetings of the Board of Directors for any purpose may be called at any time by the President or, if the President is absent or unable or refuses to act, by any Vice President or any two Directors. Written notice of the special meeting, stating the time and location of the meeting, shall be delivered to each Director, either by facsimile transmission, by mail, or by electronic message not later than ten (10) days before the day appointed for the meeting, or personally delivered so as to be received by each Director not later than two (2) days before the day appointed for the meeting. The notice may include a tentative agenda, but the meeting shall not be confined to any agenda included with the notice, and none is required.

Upon providing notice, the Secretary or other office sending notice shall sign and file in the Company Record Book a statement of the details of the notice given to each Director.

### **3.12 Quorum**

The presence throughout any Director's meeting, or adjournment thereof, of a majority of the authorized number of Directors shall be necessary to constitute a quorum to transact any business, except to adjourn. If a quorum is present, every act done or resolution passed by a majority of the Directors present and voting shall be the act of the Board of Directors, unless the act of a greater number is required

by law, the Certificate of Formation, or these Bylaws. Directors present by proxy shall be counted towards a quorum.

### **3.13 Open Meetings**

All meetings of the Board shall be open to all Members, but Members other than Directors may not participate in any discussion or deliberation unless expressly so authorized by a majority of a quorum of the Board. Members may not attend Board Meetings held in executive session.

### **3.14 Executive Session**

The Board may, with approval of a majority of a quorum, adjourn a meeting and reconvene in executive session to discuss and vote upon actions involving personnel, pending or threatened litigation, contract negotiations, enforcement actions, confidential communications with the Property Owners' association's attorney, matters involving the invasion of privacy of individual Owners, or matters that are to remain confidential by request of the affected parties and agreement of the Board. Following an executive session, any decision made in the executive session must be summarized orally and placed in the minutes, in general terms, without breaching the privacy of individual Owners, violating any privilege, or disclosing information that was to remain confidential at the request of the affected parties. The oral summary must include a general explanation of expenditures approved in executive session.

### **3.15 Conduct of Meetings**

The President shall chair all meetings of the Board of Directors. In the President's absence, the Vice President or a Chairman chose by a majority of the Directors present shall preside. The Secretary of the Association shall act as Secretary of the Board of Directors' meetings. When the Secretary is absent from any meeting, the Chairman may appoint any person to act as Secretary of that meeting.

### **3.16 Indemnification of Directors and Officers**

Except in cases of fraud, willful malfeasance, gross negligence or bad faith of the Director or officer in the performance of duties, and subject to the provisions of applicable Texas law, each Director and officer shall be indemnified by the Association and the Members against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed upon him or her by judgment or settlement in connection with any proceeding to which he or she may be a party, or may become involved by reason of being or having been a Director or officer of the Association. The Association may indemnify its officers and Directors to the extent permitted by the Texas Non-Profit Corporation Act.

### **3.17 Insuring Directors, Officers, and Employees**

The Association shall purchase and maintain insurance or another arrangement on behalf of any person who is or was a Director, officer, employee, or agent of the Corporation or who is or was serving at its request as a Director, officer, partner, venturer, proprietor, trustee, employee, agent, or similar functionary of another foreign or domestic Corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan, or other enterprise against any liability asserted against him and incurred by him in such capacity or arising out of his status as such a person, whether or not the Association would have the power to indemnify him against liability pursuant to the provisions of the Texas Non-Profit Corporation Act. Furthermore, the Association may, for the benefit of persons indemnified by the Association, (i) create a trust fund; (ii) established any form of self insurance; (iii) secure its indemnity obligation by grant of a security interest or other lien on the assets of the Association; or (iv) establish a letter of credit, guarantee, or surety agreement.



### **3.18 Board Committees – Authority to Appoint**

By resolution adopted by the majority of the Directors in office, the Board of Directors may designate one or more management committees to have and exercise the authority of the Board in the management of the Association to the extent provided by the resolution, the Certificate of Formation, or these Bylaws. Each management committee must consist of at least two (2) persons. All persons serving on the committee are required to be Directors. The Board shall have the power to change the powers and Membership of, fill vacancies in, and dissolve any committee at any time. The designation of any committee and the delegation of authority thereto shall not operate to relieve the Board of Directors, or any Member thereof, of any responsibility imposed by law. The Board may also elect or appoint non-management committees, but these committees shall not conduct the business of the Association.

The authority to appoint a committee includes, but is not limited to, the ability to appoint an Architectural Control Committee and a Townhome Committee. In addition, the Board shall appoint other committees as deemed appropriate in carrying out its purpose.

### **3.19 Proxies**

A Director may vote in person or by proxy executed in writing by the Director. No Proxy executed by a Member of the Board of Directors for purposes of voting at a Board Meeting shall be valid after six (6) months from the date of its execution. Each proxy shall be revocable unless expressly provided therein to be irrevocable and otherwise irrevocable by law.

### **3.20 Powers of the Board of Directors**

The affairs of the Association shall be conducted by the Board of Directors. In addition to the powers and duties enumerated in the Declaration or elsewhere herein, and without limiting the generality thereof, the Board, for the mutual benefit of the Members, shall have the powers and duties set forth in the Declaration and the following powers and duties:

- a) If, as and where the Board, in its sole discretion, deems necessary it may take such action to enforce the terms and provisions of the Declaration, the Articles of Incorporation and these Bylaws by appropriate means and carry out the obligations of the Association thereunder, including without limitation, the expenditure of funds of the Association, the employment of legal counsel and accounting services, the commencement of legal causes of action, the promulgation and enforcement of the Association Rules and Regulations which may include the establishment of a system of fines and/or penalties enforceable as Special Individual Assessments as provided in the Declaration and to enjoin and/or seek legal damages from any Owner for violation of such provisions or rules;
- b) To acquire (free and clear of any encumbrances), maintain and otherwise manage all or any part of the Common Properties and all facilities, improvements and landscaping thereon, and all personal property acquired or owned by the Association;
- c) Except as may otherwise be provided in the Declaration, to act on behalf of the Association (i) to dedicate, or gauge or sell all or any real property of the Association upon approval by at 67% vote of all members and (ii) at Board discretion all personal property acquired or owned by the Association;

- d) To execute all declarations of Ownership for tax assessment purposes and to pay any and all real and personal property taxes and other charges or assessments assessed against the Common Properties, if any, and less the same or separately assessed to all or any of the Owners, in which event such taxes shall be paid by such Owner's;
- e) To obtain, for the benefit of the community properties, all water, gas and electrical services, refuse collections, landscape maintenance services and other services which in the opinion of the Board shall be necessary or proper;
- f) To make such dedications and grant such easements, licenses, franchises and other rights which in its opinion are necessary for street, right of way, utility, sewer, drainage and other similar facilities or video services, cable television services, security services, communication services and other similar services over the Common Properties to serve the properties or any part thereof;
- g) To contract for and maintain such policy or policies of insurance as may be required by the Declaration or as the Board deems necessary and desirable in furthering the purpose of protecting the interest of the Association and its Members;
- h) To borrow funds to pay costs of operation secured by and limited to Assessments in Arrears to the extent deemed advisable by the Board of Directors;
- i) To enter into contracts for legal and accounting services, maintain one or more bank accounts, and generally, to have the powers necessary or incidental to the operation and management of the Association and the Common Properties;
- j) If, as and when the Board, in its sole discretion, deems necessary it may, but shall not be obligated to, take action to protect or defend the Common Properties or other properties of the Association from loss or damage by suit or otherwise;
- k) If, as and when the Board in its sole discretion, deems it necessary it may, but shall not be obligated to, sue in any court of law on behalf of the Association one (1) or more of its Members;
- l) To establish and maintain a working capital and/or contingency fund in amount to be determined by the Board;
- m) To establish, make, amend from time to time and enforce compliance with reasonable Rules and Regulations for the operation and use of the Common Properties by any means authorized under the Declaration, Bylaws or Articles of Incorporation which shall include the right to impose reasonable monetary fines;
- n) To make an unaudited annual report available after each fiscal year to each Owner and any individual or entity holding a mortgage or deed of trust on any condominium;
- o) To adjust the amounts, collect and use any insurance proceeds to repair damage or replace lost property owned by the Association, and should the proceeds be insufficient to repair damage or

replace lost property owned by the Association, to assess the Members proportionate amounts to cover the deficiency;

- p) To delegate its powers and duties to committees, officers or employees as provided in these Bylaws, employee manager or managing agent or other persons and contract with independent contractors or agents who have professional experience to perform all or any part of the duties and responsibilities of the Association, provided that any contract with the person or entity appointed as a manager or managing agent shall be terminable with or without cause on not more than ninety (90) days written notice by the Association and shall have a term of not more than one (1) year with successive one (1) year renewal periods upon the mutual agreement of the parties;
- q) To cause to be kept a complete record of all of its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or any special meeting when such statement is requested in writing by 25% or more of the outstanding votes of the Members;
- r) To elect the Officers of the Association;
- s) To fill vacancies on the Board in accordance with these Bylaws;
- t) Generally, to have any and all powers necessary or incidental to the operation and management of the Association and the Common Properties.
- u) To adopt and amend rules regulating the collection of delinquent assessments and the application of payments;
- v) To adopt and amend Rules and Regulations for the governing the use and occupancy of Common Areas, Common Properties, and condominiums within the Association;
- w) To adopt and amend Rules & Regulations regarding the renting of units within the Association; and
- x) To purchase insurance as required by the Declaration.

#### **ARTICLE FOUR – MEMBERS AND MEMBERS’ MEETINGS**

##### **4.01 Membership**

Each and every Owner shall automatically be a Member of the Association without the necessity of any further action on his part, subject to the terms of the Declaration, the Articles of Incorporation, these Bylaws, and the Rules and Regulations with respect to the Common Properties from time to time promulgated by the Association. Membership shall be appurtenant to and may not be separated from the interest of such Owner in any portion of the Property. Ownership of any portion of the Property shall be the sole qualification for being a Member.

No person or entity shall be a Member by reason of Ownership of any Easement, right-of-way, or mineral interests in any particular piece of Property. Any person or entity that holds an interest in and to

all or any part of the Property merely as a security for the performance of an obligation shall not be a Member.

#### **4.02 Voting Rights**

Members of any class(es) entitled to vote shall have one (1) vote on each matter submitted to a vote of the Members. The weight of each member's vote is based upon each unit's fractional interest in the common elements as set forth within Appendix B to the Declaration.

Where there are multiple Owners of a condominium it is not intended by any provision of the Declaration or these Bylaws that each of said Owners shall be entitled to cast the vote for the unit. When more than one person or entity owns the interest or interests in any condominium, as required for Membership in the Association, each and every person or entity shall exercise their vote as they among themselves, collectively determined and they shall designate one person to cast the vote or execute a written consent, as applicable. If such Owners are unable to agree among themselves as to how one vote per condominium shall be cast, they shall forfeit the right to vote on the matter in question. If more than one person or entity purports to exercise the voting rights with respect to any such condominium on any matter in question, none of such votes shall be counted in tabulating the vote on such matter and such votes shall be deemed void.

#### **4.03 Transfer and Severability of Membership**

Membership may not be severed from the property nor may it be in any way transferred, pledged, mortgaged or alienated except upon the sale or assignment of the Owner's interest in all or any part of the property and then only to the purchaser or assignee as the new Owner thereof. Any attempt to make a prohibited severance, transfer, pledge, mortgage or alienation shall be void and of no further force or effect, and will be so reflected upon the books and records of the Association. Any transfer of the fee title to a condominium, tract or parcel of real estate out of or part of the properties shall automatically operate to transfer Membership to the new Owner thereof.

#### **4.04 Resignation**

Any Member may resign by filing a written resignation with the Secretary of the Association, but such resignation shall not relieve the Member so resigning of the obligation to pay any dues, assessments, or other charges theretofore accrued and unpaid. Such resignation shall have no force or effect upon any transferee(s) of the property.

#### **4.05 Annual Meetings**

The time, location, and date of the annual meeting of the Members of the Association, for the purpose of electing Directors and for the transaction of any other business as may come before the meeting, shall be set by a majority vote of the Board of Directors. The annual meeting must take place in Johnson County, Texas. If the day fixed for the annual meeting is a legal holiday in the State of Texas, such meeting shall be held on the next succeeding business day. If the election of Directors is not held on the day thus designated for any annual meeting, or at any adjournment thereof, the Board of Directors shall cause the election to be held at a special meeting of the Members as soon thereafter as possible.

#### **4.06 Action without Meeting**

Any action that may be taken at a meeting of the Members under any provision of the Texas Business Organizations Code, Texas Property Code or any other State or Federal Law may be taken without a meeting so long as that action is permissible under State and Federal Law. Action may be taken without

a meeting if each person entitled to vote on the action signs a written consent stating the action may be taken and the consent is filed with the Secretary of the Association. Such written consent shall have the same effect as a unanimous vote at a meeting. Each such signed consent, or a true copy thereof, shall be placed in the Company Record Book.

#### **4.07 Failure to Call Annual Meeting**

If the Board of Directors fails to call the annual meeting of Members at the designated time, a Member of the Association may demand that the meeting be held. The demand must be made in writing via certified mail return receipt requested and sent to the registered agent of the Association. A copy of the notice must be sent to each Owner who is a Member of the Association. If no meeting is called within 30 days pursuant to the Owners demand three or more Owners may form an election committee. The committee shall file written notice of its formation with the Johnson County Clerk. The notice must state that the election committee has been formed; that its sole purpose is to call a meeting of the Owners for the purposes of electing Board Members; the name and residential address of each committee Member; the name of the subdivision; and it must be signed and notarized by each committee Member. The committee may call a meeting of the Members of the Association for the sole purpose of electing Board Members. The committee must hold a successful election within four months or it is dissolved.

#### **4.08 Conduct of Meetings**

Members' meetings shall be chaired by the President, or, in the President's absence, a Vice President or any other person chosen by a majority of the Members present in person or by proxy and entitled to vote. The Secretary of the Association, or, in the Secretary's absence, an Assistant Secretary, shall act as Secretary of the Member's meetings. In the absence of the Secretary or Assistant Secretary, the Chairman of the meeting shall appoint another person to act as Secretary of the meeting.

#### **4.09 Notice of Meetings**

Written notice of a Members' meeting, stating the location, date, and time of the meeting, and if the meeting is a special meeting, the purpose or purposes for which the meeting is called, shall be delivered to each Director and to each Member entitled to vote at the meeting. The location refers to either the physical location of the meeting or, in the case of an alternative form of meeting, the form of communications system to be used for the meeting and the means of accessing that communications system. Notice shall be delivered in accordance with the provisions of the Texas Property Code. The notice shall be addressed to each recipient at such address as appears in the Association's records or as the recipient has given the Association for the purpose of notice. Notice of the reconvening of an adjourned meeting is not necessary unless the meeting is adjourned more than thirty (30) days past the date stated in the notice, in which case notice of the adjourned meeting shall be given as in the case of any special meeting.

#### **4.10 Special Meetings**

A special Member's meeting may be called at any time by the President, the Board of Directors, or one or more Members holding fifty percent or more of all the votes entitled to be cast within the Association. Such meeting may be called for any purpose. Notice shall be sent in the matter described in Article 4.13 of these Bylaws.

#### **4.11 Quorum**

#### **4.11(a) Quorum of Members**

The presence, in person or by proxy, of Members entitled to cast, or of proxies entitled to cast, at least forty percent (40%) of the votes of all Owners, regardless of class, shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration or these Bylaws. If the required quorum is not present or represented at the meeting, one additional meeting may be called, subject to the notice requirements set forth below, and the required quorum at such second meeting shall be one-half (1/2) of the required quorum at the preceding meeting; provided, however, that no such second meeting shall be held more than 60 days following the first meeting.

#### **4.11(b) Adjournment for Lack of Quorum**

No business may be transacted in the absence of a quorum, or upon the withdrawal of enough Members to leave less than a quorum, other than to adjourn the meeting from time to time by the vote of a majority of the votes represented at the meeting.

#### **4.12 Voting at an Election of Directors**

A Member entitled to vote at an election of Directors is entitled to vote, in person or by proxy, for as many persons as there are Directors to be elected and for whose election the Member has a right to vote.

#### **4.13 Proxies**

At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary or the Association's managing agent at least 24 hours before the appointed time of each meeting. A Proxy shall be revocable and shall be valid until the adjournment of the meeting for which they were given, unless such meeting is adjourned and reconvened, in which case the proxy shall remain valid until such reconvened meeting is adjourned.

#### **4.14 Means of Voting**

A Member vote on any matter may be conducted by mail, by facsimile transmission, by electronic message, via electronic means, or by any combination of those methods. Any vote cast in an election or vote by a Member of the Association must be in writing and signed. Electronic votes constitute written and signed ballots.

#### **4.15 Annual Dues**

The Board of Directors may determine from time to time the amount of initiation fee, if any, and the annual dues payable to the Association.



#### **4.16 Payment of Dues**

Dues shall be payable in advance of the date specified by the Board of Directors. Dues of a new Member may be prorated from the first day of the month in which such new Member is elected to Membership, for the remainder of the fiscal year of the Association.

### **ARTICLE FIVE – OFFICERS**

#### **5.01 Title and Appointment**

The officers of the Association shall include a President and a Secretary and may include one or more Vice Presidents, a Treasurer, and other officers and assistant officers as the Board may designate. Any two or more officers, except President and Secretary, may be held by the same person. All officers shall be elected by and hold office at the pleasure of the Board of Directors. The Board of Directors may delegate this power to appoint officers to any officer or committee, and such officer or committee shall have full authority over the officers they appoint, subject to the power of the Board as a whole. Election or appointment of an officer shall not itself create contract rights.

#### **5.02 Removal and Resignation**

Any officer may be removed, with or without cause, by a vote of a majority of the Directors at any meeting of the Board or, except in the case of an officer chosen by the Board of Directors, by any committee or officer upon whom that power of removal may be conferred by the Board. Any officer may resign at any time by giving written notice to the Board of Directors, the President, or the Secretary of the Association. Any resignation shall take effect upon receipt or at any later time specified therein. Unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

#### **5.03 Vacancies**

Should any vacancy occur in any office of the Association, the Board of Directors may elect an acting successor to hold office for the unexpired term or until a permanent successor is elected.

#### **5.04 Compensation**

Officers shall receive no compensation for serving as Officers of the Association.

#### **5.05 President**

The President shall (i) preside at all meetings of the Board; (ii) see that orders and resolutions of the Board are carried out; (iii) sign all leases, mortgages, deeds and other written instruments; provided, however, that any duly authorized officer may sign checks and promissory notes; and (iv) shall perform such other duties as may be required by the Board.

#### **5.06 Vice President**

The Vice President shall (i) act in the place and stead of the President in the event of the President's absence, inability or refusal to act; and (ii) shall exercise and discharged such other duties as may be required by the Board.

#### **5.07 Secretary**

The secretary shall:

1. Record the votes and keep the minutes of all meetings in proceedings of the Board and of the Members;
2. Serve notice of meetings of the Board and of the Members;
3. Keep appropriate current records showing the Members of the Association together with their addresses;
4. Maintain, in the Company Record Book, a record of all Members of the Association, together with their current mailing addresses; and
5. In general, perform all duties incident to the office of Secretary, and such other duties as from time to time may be required by these Bylaws, by the President, by the Board of Directors, or by law.

#### **5.08 Treasurer**

The Treasurer, if any, shall:

1. Receive and deposit in appropriate bank accounts all monies of the Association;
2. Disperse such funds as directed by resolution of the Board;
3. Maintain the financial records of the Association;
4. Perform all the duties incident to the office of the Treasurer, and such other duties as from time to time may be assigned to the Treasurer by these Bylaws, by the President, by the Board of Directors, or by law.

### **ARTICLE SIX – AUTHORITY TO EXECUTE INSTRUMENTS**

#### **6.01 No Authority Absent Specific Authorization**

These Bylaws provide certain authority for the execution of instruments. The Board of Directors, except as otherwise provided in these Bylaws, may additionally authorize any officer(s) or agent(s), to enter into any contract or execute and deliver an instrument in the name of and on behalf of the Association. Such authority may be general or confined to specific instances. Unless expressly authorized by these Bylaws or the Board of Directors, no officer, agent, or employee shall have any power or authority to bind the Association to any contract or engagement nor to pledge its credit nor to render it liable monetarily for any purpose or in any amount.

#### **6.02 Execution of Certain Instruments**

Formal contracts, promissory notes, deeds, deeds of trust, mortgages, pledges, and other evidences of indebtedness of the Association, other corporate documents, and certificates of Ownership of liquid assets held by the Association must be signed by the President, Vice President and either the Secretary or the Treasurer, unless otherwise specifically determined by the Board of Directors or otherwise required by law.

## **ARTICLE SEVEN – CORPORATE RECORDS AND ADMINISTRATION**

### **7.01 Minutes of Corporate Meetings**

The Association shall keep records containing minutes of all meetings of the Members and of the Board of Directors. The minutes shall show the time and place of each meeting, whether the meeting was regular or special, the general content of what was discussed and voted on at the meeting, and the names of those present. Minutes of Member meetings shall also show the number of votes present or represented.

The minutes of the meetings of the Members and of the Board and of any committee shall be made available for inspection and copying by any Member or by the Members appointed representative, at any reasonable time in accordance with the Associations Document Request and Copying Policy.

Every Director shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association and the physical Property owned by the Association. The rights of inspection by a Director includes the right to make extra copies of documents.

### **7.02 Books of Account and Annual Reports**

The Association shall maintain current and accurate financial records with complete entries as to all financial transactions, including all income and expenditures, in accordance with generally accepted accounting principles. Based on these records, the Board of Directors or their appointed representative shall annually prepare or approve a report of the Association's financial activity for the preceding year. The report must conform to accounting standards as promulgated by the American Institute of Certified Public Accountants and must include a statement of support, revenue, and expenses, a statement of changes in fund balances, a statement of functional expenses, and a balance sheet for all funds.

### **7.03 Membership Roster**

The Association shall keep a roster showing the names of the Members, their addresses, the date they became a Member, and the date any former Member's Membership terminated. The above-specified information may be kept on an information storage device, such as electronic data processing equipment, provided that the equipment is capable of reproducing the information in clearly legible form for the purposes of inspection by any Member, Director, officer, or agent of the Association during regular business hours.

### **7.04 Corporate Seal**

The Board of Directors may but is not required to use a corporate seal. The signature of a Member of the Board of Directors shall have the same force and effect as the corporate seal.

### **7.05 Fiscal Year**

The fiscal year of the Association shall be as determined by the Board of Directors upon the advice and consent of the Association's Certified Public Accountant and approved by the Internal Revenue Service.

### **7.06 Loans to Officers and Directors**

The Association may not loan money to any of its Directors or Officers.

### **7.07 Waiver of Notice and Consent to Action**

Meetings provided for in these Bylaws shall not be invalid for lack of notice if all persons entitled to notice either waive notice or consent to the meeting, in writing, or are present and do not object to the notice given. Waiver or consent may be given either before or after the meeting.

Attendance at a meeting shall constitute a waiver of notice of such meeting, unless a person participates in or attends a meeting solely to object to the transaction of business at the meeting on the ground that the meeting was not lawfully called or convened.

#### **7.08 Interpretation**

In the case of any conflict between the Articles of Incorporation and these Bylaws, the Bylaws shall control; in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control; and in the case of any conflict between the Declaration and the Laws of the State of Texas governing nonprofit corporations, the Laws of the State of Texas shall control; provided, however, to the extent reasonably practical, the Articles of Incorporation, Bylaws and Declaration shall be construed and interpreted together as consistent and non-conflicting documents, such being the intent thereof.

**[signature page follows]**

EXECUTED this \_\_\_, day of May, 2023

BTX Condominium Association, Inc.,  
A Texas non-profit corporation

By: \_\_\_\_\_  
Rocky Bransom, President and Director  
BTX Condominium Association, Inc.

STATE OF TEXAS

§

COUNTY OF JOHNSON

This instrument was acknowledged before me on the \_\_\_, day of May, 2023 by Rocky Bransom, President and duly authorized representative of BTX Condominium Association, Inc., a Texas nonprofit corporation, on behalf of said corporation.

\_\_\_\_\_  
Notary Public in and for the State of Texas

**After Recording, Return to:**  
Manning & Meyers, Attorneys at Law  
4340 N. Central Expressway, Suite 200  
Dallas, TX 75206

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## City Council Regular Meeting

**DEPARTMENT:** Public Works & Engineering  
**FROM:** Errick Thompson, P.E., CFM®, Director  
**MEETING:** November 13, 2023

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**SUBJECT:**

Consider approval of a one year contract with Core & Main LP for the purchase of water and wastewater supplies in accordance with ITB 2023-023 Sections B and I in the amount of \$25,391.38. *(Staff Presenter: Errick Thompson, Director of Public Works & Engineering)*

**SUMMARY:**

The City purchases various materials that facilitate maintenance and operation of the water and wastewater systems each year. These materials include pipe, pipe fittings, fire hydrants, valves and various sewer related items.

The bid was divided into 11 sections of material type and the vendor with the lowest overall cost for that section is recommended for award. Quantities for each item are estimated based on the purchase volumes over historical three years. The exact quantities purchased from the proposed contract will be based upon actual maintenance and operational needs. The contract is for one year with the option of up to four one-year renewals.

Core & Main LP provided lowest bids for two sections of the bid: Section B – Brass Low Lead Compression and Section I – Meter Boxes.

The Purchasing Division of Administrative Services opened bids for purchase ITB 2023-023 on September 12, 2023. Bid requests were sent to all vendors registered to do business with the City of Burleson for these commodities. The bid was also advertised in the Fort Worth Star-Telegram newspaper on August 27, 2023 and September 3, 2023. The initial contract period is November 13, 2023 through September 30, 2024. Annual renewals will require City Council approval. Five vendors submitted bids, Consolidated Pipe & Supply, Core & Main LP, Ferguson Enterprises LLC, Fortiline Inc., and Johnson County WinWater. City staff analyzed the bids provided by the vendors. The vendor with the lowest overall cost in each section is recommended for award of that section.

While this is a unit cost agreement, due to market volatility this agreement allows the vendor to submit pricing adjustments on a quarterly basis instead of annually. Any requested adjustments by the vendor will be reviewed for approval by the City.



**OPTIONS:**

- 1) Approve a unit price contract with Core & Main LP for the purchase of various water and wastewater supplies included in ITB 2023-023 Sections B and I with term ending September 30, 2024 in the amount \$25,391.38.
- 2) Deny the contract.

**RECOMMENDATION:**

Approve a unit price contract with Core & Main LP for the purchase of various water and wastewater supplies included in ITB 2023-023 Sections B and I with term ending September 30, 2024 in the amount \$25,391.38.

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

None

**FISCAL IMPACT:**

Budgeted Y/N: Y  
Fund Name: Water/Wastewater  
Full Account #s: 5017101-63020  
Amount: \$17,252.91

Budgeted Y/N: Y  
Fund Name: Water/Wastewater  
Full Account #s: 5017101-70040  
Amount: \$8,138.47

**STAFF CONTACT:**

Erick Thompson, P.E., CFM®  
Director of Public Works & Engineering  
[ethompson@burlesontx.com](mailto:ethompson@burlesontx.com)  
817-426-9610

# Annual Contracts

Water and Wastewater Pipe &  
Appurtenances  
ITB 2023-023

City Council  
November 13, 2023



# Background

- Annual contracts used to purchase various water and wastewater parts such as pipe, pipe fittings, fire hydrants, valves and manhole rings and lids
- Latest contract expired September 30, 2023
- Invitation to Bid published in Fort Worth Star-Telegram (August 27, 2023 and September 3, 2023) and managed through the City's electronic procurement portal



# Background (cont'd)

- Bid divided into 11 sections of material type and the vendor with lowest overall cost for that section is recommended for award
- Quantities for each item are estimated based upon three years' purchase volumes
- Unit price contracts with four vendors recommended
- One-year initial contracts with up to four, one-year renewals
  - Initial contracts November 13, 2023 through September 30, 2024
  - Annual renewals require City Council approval

# Bid Results Summary

Bid Section	Description	Amount	Vendor
A	Brass Low Lead Non-Compression	\$22,685.07	Ferguson
B	Brass Low Lead Compression	\$17,252.91	Core & Main
C	Dresser Couplings	\$6,204.87	Johnson County WinWater
D	Leak Clamps	\$6,276.91	Ferguson
E	Tapping Saddles	\$1,195.64	Consolidated Pipe
F	Sewer Fittings & Couplings	\$2,061.18	Consolidated Pipe
G	Yard	\$28,183.41	Ferguson
H	Valve & Hydrant	\$30,162.00	Johnson County WinWater
I	Meter Boxes	\$8,138.47	Core & Main
J	ROW Cleanout Misc.	\$409.50	Ferguson
K	Flush Valve Misc.	\$7,453.41	Ferguson
		<b>\$130,023.37</b>	

# Action Requested

recommended



Consider approval of unit price contracts for the purchase of water and wastewater pipe & appurtenances from Consolidated Pipe & Supply in the amount \$3,256.82, Core & Main LP in the amount \$25,391.38, Ferguson Enterprises LLC in the amount \$65,008.30, and Johnson County WinWater in the amount \$36,366.87



Deny the contracts





## INVITATION TO BID

**Bid Reference Number:** 2023-023

**Project Title:** Pipe and Appurtenances

ANTICIPATED SCHEDULE	
ITB Issue Date	Sunday, August 27, 2023
ITB Publication Dates	Sunday August 27, 2023 & Sunday September 3, 2023
Deadline for Questions	Tuesday September 5, 2023 @ 10:00am CST
Bids Due	Tuesday September 12, 2023 @ 1:00pm CST
Recommendation to City Council	October 2, 2023

### **Important Information**

The City of Burleson will receive sealed Bids for the services specified until the deadline indicated above. Bids will only be received electronically through the City's e-procurement system, Bonfire, at <https://burlesontx.bonfirehub.com> (registration required). ***Extensions will not be granted. Late submittals will not be accepted.***

Questions and requests for additional information should be made in writing and no later than the questions deadline above and shall be directed to the Purchasing Agent via <https://burlesontx.bonfirehub.com>.

Any interpretations, corrections, clarifications, or changes to this Request for Bids or specifications will be issued via addendum. Addenda will be posted at <https://burlesontx.bonfirehub.com>. It is the responsibility of the respondent to monitor the Bonfire website for addenda. **Bidders shall acknowledge receipt of each addendum by submitting a signed copy with their Bid.** *Oral explanations will not be binding.*

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

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**1. Introduction**

- A. Project Overview: The City of Burleson (“City”) is requesting Bids with the intent of awarding a contract for Pipe and Appurtenances for the Water and Wastewater division of Public Works for a twelve-month period beginning upon City Council approval.

**2. Definitions**

Bid Document: The signed and executed submittal of the entirety of Appendix B –Bid Document.

Bidder: The Bidder and Bidder’s designated contact signing the first page of the Bid Document.

City of Burleson (“City”): The City of Burleson, Texas.

Project: The name of this Invitation to Bid as identified on the cover sheet and first page of Appendix A – Scope of Services.

Purchasing Agent: The City of Burleson Purchasing Agent is Andrea Anderson.

Phone: (817) 426-9847

E-Mail: [purchasing@burlesontx.com](mailto:purchasing@burlesontx.com)

Invitation to Bid (ITB): The entirety of this document, including all Appendices and Addenda.

Scope of Services: The entirety of Appendix A.

**3. General Information**

- A. Tax Exempt Status: City purchases are exempt from State Sales Tax and Federal Excise Tax. Do not include tax in the Bid. City will furnish Excise Tax Exemption Certificate upon request.
- B. Public Inspection of Bids: The City strictly adheres to the Texas Public Information Act (Texas Government Code Chapter 552.001, et seq.) and all other governing statutes, regulations, and laws regarding the disclosure of ITB information. Bids are not available for public inspection until after the contract award. If the Bidder has notified the City, in writing, that the Bid contains trade secrets or confidential information, the City will generally take reasonable steps to prevent disclosure of such information, in accordance with the Public Information Act. This is a statement of general policy only, and in no event shall the City be liable for disclosure of such information by the City in response to a request, regardless of the City’s failure to take any such reasonable steps, even if the City is negligent in failing to do so.
- C. Notification of Errors or Omissions: Bidders shall promptly notify the City of any omissions, ambiguity, inconsistency or error that they may discover upon examination of this ITB. The City shall not be responsible or liable for any errors and/or misrepresentation that result from the solicitations which are inadvertently incomplete, ambiguous, inconsistent or obviously erroneous.
- D. Anti-Boycotting Provisions. Vendor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

City of Burleson ITB 2023-023  
Pipe and Appurtenances

- E. 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.
- F. 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.
- G. 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.

**4. ITB Withdrawals and/or Amendments**

- A. ITB Withdrawal: The City reserves the right to withdraw this ITB for any reason.
- B. ITB Amendments: The City reserves the right to amend any aspect of this ITB by formal written addendum prior to the Bid submittal deadline and will endeavor to notify all potential Bidders that have registered with the City, but failure to notify shall impose no obligation or liability on the City.

**5. Bid Submittal Requirements**

- A. Submittal Packet – Required Content: All Bids must be submitted electronically. The Bidder must visit <https://burlesontx.bonfirehub.com/login> and register. Once registered for this complimentary service, the Bidder may submit Bid documents electronically by selecting the appropriate Bid identification.
- B. Submittal Deadline: It is the Bidder's responsibility to have the Bid Documents correctly electronically submitted by the submittal deadline. No extensions will be granted and no late submissions will be accepted.
- C. Bids Received Late: Bidders are encouraged to submit their Bids as soon as possible. The time and date of receipt as recorded within the Bonfire electronic system shall be the official time of receipt. The City is not responsible for late submission regardless of the reason. Late Bids will not be considered under any circumstances.
- D. Alterations or Withdrawals of Bid Document: Any submitted Bid may be withdrawn or a revised Bid substituted prior to the submittal deadline. Bid documents cannot be altered, amended or withdrawn by the Bidder after the submittal deadline, unless such alteration, amendment or withdrawal notice is approved in writing by the Purchasing Agent.

## 6. Bid Evaluation and Contract Award

### A. Bid Evaluation and Contract Award Process:

The City will evaluate all Bids to determine which Bidders are reasonably qualified for the award of the contract, applying the anticipated evaluation factors and emphasis to be placed on each factor as identified in the Scope of Services. The City may, at its option, conduct discussions with or accept Bid revisions from any reasonably qualified Bidder. The City reserves the right to determine which Bid will be most advantageous to the City.

### B. Contract Award

An award of a contract to provide the goods or services specified herein will be made using competitive sealed Bids, in accordance with Chapter 252 of the Texas Local Government Code and with the City's purchasing policy. The City's Standard Terms & Conditions have been provided with this ITB. The Bidder must submit and objections to the contract along with responses. A fully executed contract shall be comprised of the following documents:

- i. This Request for Bid, including all attachments
- ii. The successful Bidder's Bid.

C. Completeness: If the Bid is incomplete or otherwise fails to conform to the requirements of the ITB, the City alone will determine whether the variance is so significant as to render the Bid non-responsive, or whether the variance may be cured by the Bidder or waived by the City, such that the Bid may be considered for award.

D. Ambiguity: Any ambiguity in the Bid as a result of omission, error, lack of clarity or non-compliance by the Bidder with specifications, instructions and all conditions shall be construed in the favor of the City. In the event of a conflict between these standard ITB requirements and details provided in Appendix A – Scope of Services or Appendix B – Bid, the Appendices shall prevail.

E. Unit Prices and Extensions: If unit prices and their extensions do not coincide, the City may accept the price most beneficial to the City, and the Bidder will be bound thereby.

F. Additional Information: The City may request any other information necessary to determine Bidder's ability to meet the minimum standards required by this ITB.

G. Partial Contract Award: The City reserves the right to award one contract for some or all the requirements proposed or award multiple contracts for various portions of the requirements to different Bidders based on the unit prices proposed in response to this request, or to reject any and all Bids and re-solicit for Bids, as deemed to be in the best interest of the City.

H. Cooperative Governmental Purchasing Notice: Other governmental entities maintaining interlocal agreements with the City, may desire, but are not obligated, to purchase goods and services defined in this ITB from the successful Bidder. All purchases by governmental entities, other than the City, will be billed directly to and paid by that governmental entity. The City will not be responsible for another governmental entity's debts. Each governmental entity will place their own orders with the successful Bidder and be responsible for ensuring full compliance with the ITB specifications. Prior to other governmental entities placing orders, the City will notify the successful Bidder of their intent.

I. Billing for Services; Payment: Successful Bidders are encouraged to register through the City's Vendor Self Service portal to submit payment requests, invoices, and set up direct deposit prior to providing

goods and/or services. Register and submit required documentation on the website at <https://burlesontx.munisselfservice.com/vss/Vendors/default.aspx>

J. Terminate for Cause: The occurrence of any one or more of the following events will justify termination of the contract by the City of Burleson for cause:

1. The successful Bidder fails to perform in accordance with the provisions of these specifications; or
2. The successful Bidder violates any of the provisions of these specifications; or
3. The successful Bidder disregards laws or regulations of any public body having jurisdiction; or
4. The successful Bidder transfers, assigns, or conveys any or all of its obligations or duties under the contract to another party(ies) without written consent of the City.
5. If one or more of the events identified in subparagraphs J.1 through J.4 occurs, the City may terminate the contract by giving the successful Bidder seven (7) days written notice. In such case, the successful Bidder shall only be entitled to receive payment for goods and services provided before the effective date of termination. The successful Bidder shall not receive any payment on account of loss of anticipated profits or revenue or other economic loss resulting from such termination.
6. When the contract has been so terminated by the City, such termination shall not affect any rights or remedies of the City then existing or which may thereafter accrue.

K. Terminate for Convenience: This contract may be cancelled or terminated at any time by giving vendor thirty (30) days written notice. Bidder may be entitled to payment for services actually performed; to the extent said services are satisfactory.



## Appendix A – Scope of Services

### 1. **Scope of Services Description**

The City of Burleson, Texas is seeking bids for Pipe and Appurtenances for the Water and Wastewater division of Public Works for a twelve-month period, beginning upon City Council approval.

At the City's discretion, the effective change rate shall be based on either the local or national index average rate for all items. If agreement cannot be reached, the contract is terminated at the end of the current contract period.

Should funding not be approved by the City Council for any given budget year during the contract term, the contract will become null and void upon the completion of the appropriated funding. The following specifications are intended to indicate a certain level of performance. The City reserves the right to determine products and support of equal value, and whether other brands or models meet the City's product and support needs.

Bids may also be awarded according to section or category (i.e. brass, leak clamps, yard, etc.) or be awarded in its entirety at the discretion of the City of Burleson.

Please reference separate "bid form" and fill in applicable pricing including shipping.

### 3. **Brand Manufacture Reference**

The City has determined that any manufacturer's brand defined in the Scope of Services meets the City's product and support need. The manufacturer's reference is not intended to be restrictive and is only descriptive of the type and quality the City desires to purchase. Bids for similar manufactured products of like quality will be considered if the Bid is fully noted with the manufacturer's brand name and model. The City reserves the right to determine products and support of equal value, and whether other brands or models meet the City's product and support needs.

## Appendix B – Bid

### Submittal Checklist: (To determine validity of Bid)

- ☒ Appendix B must be included in the Bid submittal
- ☒ Appendix C Standard Terms & Conditions
- ☒ Conflict of Interest Questionnaire \_\_\_\_\_ House Bill 89 Verification Form (public files in Bonfire)
- ☒ Form 1295 Certificate of Interested Party (Public files in Bonfire)
- ☒ W9 (Public files in Bonfire)

All Bids submitted to the City of Burleson shall include this page with the submitted Bid.

ITB Number:

2023-023

Project Title:

Pipe and Appurtenances

Submittal Deadline:

Tuesday, September 12, 2023 at 1:00 PM (CST)

**Submit Electronically\* to:**

**<https://burlesontx.bonfirehub.com/login>**

**\* Requires email account login and password.**

### Bidder Information:

Bidder's Legal Name:

CORE & MAIN LP

Address:

7197 LATHAM DRIVE

City, State & Zip

RICHLAND HILLS, TX 76118

Federal Employers

Identification Number #

03-0550887

Phone Number:

817-595-0580

Fax Number:

NONE

E-Mail Address:

LARRY.BROCK@COREANDMAIN.COM

### Bidder Authorization

I, the undersigned, have the authority to execute this Bid in its entirety as submitted and enter into a contract on behalf of the Bidder.

Printed Name and Position of Authorized Representative: LARRY BROCK - DISTRICT MANAGER

Signature of Authorized Representative:

Signed this 11TH (day) of SEPTEMBER (month), 2023 (year)

**I learned of this Request for Bids by the following means:**

☐

Newspaper Advertisement

☒

Bonfire

☐

Other

B-1

## Appendix B – Bid (continued)

### **1. REQUIRED BID INFORMATION. IN ORDER FOR A BID TO BE CONSIDERED COMPLETE, AND TO BE EVALUATED FOR A CONTRACT AWARD BY THE CITY, BIDDER MUST SUBMIT ALL OF THE FOLLOWING INFORMATION:**

#### **A. Proposed Products and/or Services**

Bidders should utilize this section to describe the technical aspects, capabilities, features and options of the product and/or service proposed in accordance with the required Scope of Services as identified in Appendix A. Promotional literature, brochures, or other technical information may be used.

#### **B. Additional Hardware Descriptions:** Bidders should also include in this section a detailed description of what additional hardware and/or software, if any, would be required by the City in order to fully utilize the goods and/or services proposed.

#### **C. Material Safety Data Sheets (MSDS):** If applicable, the successful Bidder shall provide the City with applicable MSDS documentation as required by applicable laws and regulations.

#### **D. Guarantees and Warranties:** Each Bidder shall submit a complete copy of any warranties or guarantees provided by the manufacturer or Bidder with the Bid submitted.

#### **E. Project Schedule/Delivery Date:** Bidder must provide a project schedule noting all projected completion dates for segments of the Project, from start-up to completion, and all delivery dates for goods covered by the ITB. The Bid Document must show the number of days required to deliver and install the product or equipment after the receipt of the City's Purchase Order.

#### **F. References:**

A list of five (5) references must be included in order for the submittal to be responsive. Vendor references must include the following:

- i. Name of the reference, organization, phone number and email.

### **3. Federal, State and/or Local Identification Information**

- A. Centralized Master Bidders List registration number: N/A.
- B. Prime contractor HUB / MWBE registration number: N/A.
- C. An individual Bidder acting as a sole proprietor must also enter the Bidder's Social Security Number: # N/A - N/A - N/A.

### **4. Emergency Business Services Contact Notice**

- A. During a natural disaster, or homeland security event, there may be a need for the City of Burleson to access your business for products or services after normal business hours and/or holidays. The City may request City employee pick up or vendor delivery of product or services.
- B. For this purpose, a primary and secondary emergency contact name and phone number are required. It is critical the vendor's emergency contact information remains current. City shall be contacted by E-mail with any change to a contact name or phone number of these emergency contacts.
- C. All products or services requested during an emergency event are to be supplied as per the established contract prices, terms and conditions. The vendor shall provide the fee (pricing) for an

City of Burleson ITB 2023-023  
Pipe and Appurtenances

after-hours emergency opening of the business, if any. In general, orders will be placed using a City of Burleson procurement card (Master Card) or City issued Purchase Order. The billing is to include the emergency opening fee, if applicable.

- D. The contractor shall provide the names, phone numbers and fee (pricing), if any, for an after-hours emergency opening of the business listed below.

Business Name: CORE & MAIN LP

Contract #: ITB 2023-023

Description: PIPE AND APPURTENANCES

Primary Contact (Name): MICHEAL L SISSON

Primary Contact Phone Numbers: Home: NONE Cell: 817-401-9548

Secondary Contact (Name): EDWARD DOOHER  
WORK

Secondary Contact Phone Numbers: Home: 817-595-0580 Cell: NONE

After Hours emergency opening fee, if applicable: \$ N/A

- E. Please indicate below if you will permit other governmental entities to purchase from your agreement with the City.

☒ **Yes, Others can purchase**      ☐ **No, Only the City can purchase**

**5. Term of Contract and Option to Extend:**

**Any contract resulting from this ITB shall be effective for twelve-months from date of award. The City anticipates that contract shall be renewed pursuant to the availability of funds and at the discretion of the City. The following clauses shall be included in the contract:**

- A. **Option Clause:** It is agreed that City will have the option to extend the contract for up to four (4) additional one-year renewals. To exercise this option, the City shall serve notice 30 days prior to contract termination or to the end of any one-year extension. The Option to Extend will not be considered if funding is unavailable or if the contractor's past performance is not within the industry standard.
- B. **Escalation Clause:** Should market conditions prevail which dictate an increase, the successful contractor may submit documentation requesting permission to increase pricing no later than 30 days after receiving notice from the City of its intent to extend the agreement. Escalation may only occur at the time of renewal and only upon securing the approval of the City in writing. Requests for price adjustments must be solely for the purpose of accommodating an increase in the contractor's cost, not profits.

City of Burleson ITB 2023-023  
Pipe and Appurtenances

Vendors shall show in this quote their anticipated percent of escalation if/when the option to extend is exercised. The percent quoted will be a maximum. In addition, the percentage proposed will be a factor in determining the best value to the City. It is the average price over the period of the contract that will be the price factor considered in the evaluation of this quote. Quotes in which negative or no escalation is shown will be considered as 0% escalation.

## Appendix C – Standard Terms & Conditions

**1. CONTRACT TERMS AND CONDITIONS. EXCEPT WHERE BIDDER MAKES SPECIFIC EXCEPTION IN THE SUBMITTED BID, ANY CONTRACT RESULTING FROM THIS ITB WILL CONTAIN THE FOLLOWING TERMS AND CONDITIONS, WHICH BIDDER HEREBY ACKNOWLEDGES, AND TO WHICH BIDDER AGREES BY SUBMITTING A BID:**

**A. Delivery of Products and/or Services**

- i. Payment Terms: Unless otherwise specified in the Scope of Services or otherwise agreed to in writing by the City, payment terms for the City are Net 30 days upon receipt of invoice.
- ii. Warranty of Products and Services: All products furnished under this contract shall be warranted to be merchantable and good quality and fit for the purposes intended as described in this Bid, to the satisfaction of City and in accordance with the specifications, terms, and conditions of the Scope of Services, and all services performed shall be warranted to be of a good and workmanlike quality, in addition to, and not in lieu of, any other express written warranties provided.
- iii. Late Delivery or Performance: If Bidder fails to deliver acceptable goods or services within the timeframes established in the Project Schedule, the City shall be authorized to purchase the goods or services from another source and assess any increase in costs to the defaulting Bidder, who agrees to pay such costs within ten days of invoice.
- iv. Title to Goods and Risk of Loss: For goods to be provided by Bidders hereunder, if any, the title and risk of loss of the goods shall not pass to City until City actually receives, takes possession, and accepts the goods and the installation of such goods, has tested the system, and determined that it is in good and acceptable working order.
- v. FOB (delivery charges): All products offered shall be FOB final destination, with all delivery charges to be prepaid by the Bidder. The City does not accept C.O.D. or collect shipments. The contract price shall include all charges, including delivery, installation and set-up fees. All packing, crating, or other debris resulting from the delivery or set-up of the commodity purchased shall be removed and properly disposed by the successful Bidder at no additional cost to the City.
- vi. Excess or Incorrect Commodities: Products or materials delivered in error or in excess of the quantity ordered shall be returned at the successful Bidder's expense, unless otherwise agreed to in writing by the City.
- vii. Title to Goods and Risk of Loss: For goods to be provided by Bidders hereunder, if any, the title and risk of loss of the goods shall not pass to City until City actually receives, takes possession, and accepts the goods and the installation of such goods, has tested the system, and determined that it is in good and acceptable working order.

**B. Miscellaneous**

- i. Independent Contractor: Bidder agrees that Bidder and Bidder's employees and agents have no employer-employee relationship with City. Bidder agrees that if Bidder is selected and awarded a contract, City shall not be responsible for the Federal Insurance Contribution Act (FICA) payments, Federal or State unemployment taxes, income tax withholding, Workers Compensation Insurance payments, or any other insurance payments, nor will City furnish any medical or retirement benefits or any paid vacation or sick leave.



- ii. Assignments: The rights and duties awarded the successful Bidder shall not be assigned to another without the written consent of the Purchasing Agent. Such consent shall not relieve the assigner of liability in the event of default by the assignee.
- iii. Liens: Bidder shall indemnify and save harmless the City against any and all liens and encumbrances for all labor, goods, and services which may be provided to the City by Bidder or Bidder's vendor(s), and if the City requests, a proper release of all liens or satisfactory evidence of freedom from liens shall be delivered to the City.
- iv. Gratuities / Bribes: Bidder certifies that no bribes in the form of entertainment, gifts, or otherwise, were offered or given by the successful Bidder, or its agent or representative, to any City officer, employee or elected representative, with respect to this ITB or any contract with the City, and that if any such bribe is found to have been made this shall be grounds for voiding of the contract.
- v. Financial Participation: Bidder certifies that it has not received compensation from the City to participate in preparing the specifications or ITB on which the Bid is based and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.
- vi. Authority to Submit Bid and Enter Contract: The person signing on behalf of Bidder certifies that the signer has authority to submit the Bid on behalf of the Bidder and to bind the Bidder to any resulting contract.
- vii. Compliance with Applicable Law: Bidder agrees that the contract will be subject to, and Bidder will strictly comply with, all applicable federal, state, and local laws, ordinances, rules, and regulations.
- viii. Compliance with HB 89: Bidder agrees per HB 89 vendor shall not boycott Israel at any time while providing products or services to the City of Burleson.

☒ **Yes, we agree**

☐ **No, we do not agree**

☐ **N/A**

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

☒ **Yes, we agree**

☐ **No, we do not agree**

## 2. Financial Responsibility Provisions

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

- B. Indemnification:** Bidder agrees to defend, indemnify and hold harmless the City, all of its officers, Council members, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages and liabilities, including reasonable attorneys' fees, court costs and related expenses, arising out of, connected with, or resulting from any acts or omissions of Bidder or any agent, employee, subcontractor, or supplier of Bidder in the execution or performance of this contract without regard to whether such persons are under the direction of City agents or employees.
- C. Indemnity for Intellectual Property:** Bidder hereby warrants that the use or sale of the products, materials and services delivered hereunder will not infringe on the rights of any trade secrets, patent, copyright, registered trademark, or other intellectual property by right covering such materials and the successful Bidder agrees to indemnify and hold harmless the City for any and all costs, expenses, judgments, and damages which the City may have to pay or incur.
- i. Bond Requirements: Prior to the commencement of work on this Project, Bidder shall deliver to the City the following bonds issued by a good and sufficient surety licensed by the State of Texas and satisfactory to the City:
  - ii. A payment bond in the amount of 100% of the total contract amount insuring the full and prompt payment of all persons performing labor and/or furnishing materials in connection with this Project;
  - iii. A performance bond in the amount of 100% of the total contract amount insuring full, faithful, and prompt performance of the responsibilities contained in this contract within the time parameters provided herein; and
  - iv. A maintenance bond insuring full and prompt maintenance, repair and/or replacement of the goods to be provided by Bidder for a period of two years from date of acceptance by the City.
- D. Term of Contract and Option to Extend**
- i. Any contract resulting from this ITB shall be effective from the date of execution **through September 30, 2024.** The City anticipates that contract shall be renewed up to four (4) one-year terms pursuant to the availability of funds and at the discretion of the City.

# Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Core &amp; Main LP</b>	
	<b>2</b> Business name/disregarded entity name, if different from above	
	<b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ►	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <i>(Applies to accounts maintained outside the U.S.)</i>
	<b>5</b> Address (number, street, and apt. or suite no.) See instructions. <b>1830 Craig Park Court</b>	Requester's name and address (optional)
	<b>6</b> City, state, and ZIP code <b>St. Louis, MO 63146</b>	
<b>7</b> List account number(s) here (optional)		

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>									
			-				-		
<b>or</b>									
<b>Employer identification number</b>									
0	3		-	0	5	5	0	8	7

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	<b>Signature of U.S. person ►</b> <i>Stacy Gamby</i>	<b>Date ►</b> <b>1.03.2023</b>
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

**CONFLICT OF INTEREST QUESTIONNAIRE****FORM CIQ**

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

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

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

**OFFICE USE ONLY**

Date Received

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

CORE &amp; MAIN LP

**2** ☐ Check this box if you are filing an update to a previously filed questionnaire.

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

**3** Name of local government officer with whom filer has employment or business relationship.

NONE

Name of Officer

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

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

☐ Yes ☐ No N/A

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

☐ Yes ☐ No N/A

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

☐ Yes ☐ No N/A

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

NONE

**4**

Signature of person doing business with the governmental entity

9-11-23

Date

Adopted 06/29/2007

## HOUSE BILL 89 VERIFICATION FORM

### Prohibition on Contracts with Companies Boycotting Israel

The 85<sup>th</sup> Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

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

the Contract Pursuant to Section 2270.001,

Texas Government Code:

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

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

I, (authorized official) , do hereby depose and verify the truthfulness and accuracy of the contents of the statements submitted on this certification under the provisions of Subtitle F, Title 10, Government Code Chapter 2270 and that the company named below:

- 1) does not boycott Israel currently; and
- 2) will not boycott Israel during the term of the contract; and
- 3) is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at  
<https://comptroller.texas.gov/purchasing/publications/divestment.php>

Company Name

CORE & MAIN LP

Signature of Authorized Official

Title of Authorized Official Date

DISTRICT MANAGER



# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 2

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

## OFFICE USE ONLY CERTIFICATION OF FILING

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

Core & Main LP  
Richland Hills, TX United States

**Certificate Number:**  
2023-1070221

**Date Filed:**  
09/11/2023

**Date Acknowledged:**

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

City of Burleson

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

ITB 2023-023  
Pipe and Appurtenances

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Berges, James	ST LOUIS, MO United States	X	
	Castellano, James	ST LOUIS, MO United States	X	
	Cowles, Bradford A.	ST LOUIS, MO United States	X	
	Gipson, Dennis	ST LOUIS, MO United States	X	
	LeClair, Stephen O.	ST LOUIS, MO United States	X	
	Newman, Margaret	ST LOUIS, MO United States	X	
	Rorick, Ian	ST LOUIS, MO United States	X	
	Schaller, John	ST LOUIS, MO United States	X	
	Sleeper, Nathan	ST LOUIS, MO United States	X	
	Witkowski, Mark R.	ST LOUIS, MO United States	X	
	Zrebiec, J.L.	ST LOUIS, MO United States	X	
	Mazzarella, Kathleen	ST LOUIS, MO United States	X	
	Kimbrough, Orvin	ST LOUIS, MO United States	X	
	Core & Main Intermediate GP, LLC	New York, NY United States	X	



# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

2 of 2

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

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City of Burleson

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ITB 2023-023  
Pipe and Appurtenances

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

**5 Check only if there is NO Interested Party.**

☐

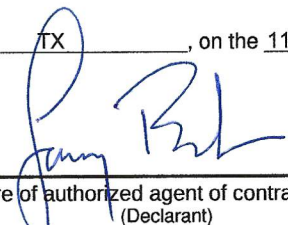
### 6 UNSWORN DECLARATION

My name is Larry Brock, and my date of birth is 10-13-64.

My address is 4333 Irving Blvd., Dallas, TX, 75247, USA.  
(street) (city) (state) (zip code) (country)

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

Executed in Dallas County, State of TX, on the 11 day of September, 2023.  
(month) (year)

  
\_\_\_\_\_  
Signature of authorized agent of contracting business entity  
(Declarant)

# PIPE AND APPURTENANCE

BRASS LOW LEAD NON COMPRESSION									
COB ID	Description	Specification	OR	Specification	OR	Specification	Historical quantity / potential estimate for life of contract	COST	TOTAL
A001	3/4" SOFT COPPER	Type K Soft Copper (LF) DOMESTIC ONLY					1	\$ 7.51	7.51
A002	1" SOFT COPPER	Type K Soft Copper (LF) DOMESTIC ONLY					625	\$ 9.97	6,231.25
A003	1 1/2" HARD COPPER	Type L Hard Copper (LF)					1	\$ 11.77	11.77
A004	2" HARD COPPER	Type L Hard Copper (LF)					50	\$ 18.94	947.00
A005	3" Hard Copper	Type L Hard Copper (LF)					1	\$ 37.14	37.14
A006	3/4" I.P. INLINE CURB STOP (LONG)	FORD BL11-233W-NL	OR	MUELLER B20245RN			50	\$ 40.79	2,039.50
A007	3/4" I.P. INLINE CURB STOP (REGULAR)	FORD BH11-233W-NL	OR	MUELLER B20200RN			6	\$ 42.81	256.86
A008	3/4" I.P. ANGLE CURB STOP W/ SWIVEL NUT	FORD KV13-332W-NL	OR	MUELLER H14265N			56	\$ 35.59	1,993.04
A009	3/4" BRASS I.P. STREET 90	DOMESTIC					1	\$ 18.19	18.19
A010	3/4" BRASS I.P. FEMALE X FEMALE 90	DOMESTIC					1	\$ 13.21	13.21
A011	3/4" CLOSE BRASS NIPPLE	DOMESTIC					6	\$ 2.64	15.84
A012	3/4" BRASS I.P. COUPLING	DOMESTIC					6	\$ 11.60	69.60
A013	1" I.P. INLINE CURB STOP	FORD B11-444W-NL	OR	MUELLER B20200N			1	\$ 93.84	93.84
A014	1" I.P. ANGLE CURB STOP W/ SWIVEL NUT	FORD KV13-444W-NL	OR	MUELLER H14265N			1	\$ 54.57	54.57
A015	1" X 3/4" I.P. ANGLE CURB STOP W/ SWIVEL NUT	FORD KV13-342W-NL	OR	MUELLER H14265N			1	\$ 37.98	37.98
A016	1" BRASS I.P. STREET 90	DOMESTIC					23	\$ 29.76	684.48
A017	1" BRASS I.P. FEMALE X FEMALE 90	DOMESTIC					1	\$ 21.50	21.50
A018	1" BRASS CLOSE NIPPLE	DOMESTIC					6	\$ 3.88	23.28
A019	1" BRASS I.P. COUPLING	DOMESTIC					1	\$ 19.80	19.80
A020	2" X 6" BRASS NIPPLE	DOMESTIC					3	\$ 25.60	76.80
A021	1" X 3/4" BRASS HEX BUSHING	FORD C18-34-NL	OR	MUELLER 47165N	OR	DOMESTIC	6	\$ 5.93	35.58
A022	1" CC X 3/4" BRASS HEX BUSHING	FORD BBA4-43-NL	OR	MUELLER H10036N	OR	DOMESTIC	1	\$ 16.09	16.09
A023	1 1/2" X 3/4" BRASS HEX BUSHING	FORD C18-36-NL	OR	MUELLER 47168N	OR	DOMESTIC	6	\$ 24.02	144.12
A024	2" X 3/4" BRASS HEX BUSHING	FORD C18-37-NL	OR	DOMESTIC			6	\$ 25.03	25.03
A025	1 1/4" X 1" BRASS HEX BUSHING	FORD C18-54-NL	OR	DOMESTIC			6	\$ 21.87	131.22
A026	1 1/2" X 1" BRASS HEX BUSHING	FORD C18-46-NL	OR	MUELLER 47169N	OR	DOMESTIC	6	\$ 24.02	144.12
A027	2" X 1" BRASS HEX BUSHING	FORD C18-47-NL	OR	MUELLER 47164N	OR	DOMESTIC	6	\$ 23.19	139.14
A028	2" X 1 1/2" BRASS HEX BUSHING	FORD C18-67-NL	OR	MUELLER 47172N	OR	DOMESTIC	18	\$ 23.12	369.92
A029	1 1/2" CLOSE BRASS NIPPLE	DOMESTIC					5	\$ 7.49	37.45
A030	1 1/2" BRASS I.P. COUPLING	DOMESTIC					1	\$ 43.00	43.00
A031	2" CLOSE BRASS NIPPLE	DOMESTIC					13	\$ 11.40	148.20
A032	2" BRASS I.P. COUPLING	DOMESTIC					3	\$ 71.09	213.27
A033	1 1/2" BRASS STREET 90	DOMESTIC					1	\$ 59.50	59.50
A034	1 1/2" BRASS FEMALE X FEMALE 90	DOMESTIC					1	\$ 50.73	50.73
A035	2" BRASS STREET 90	DOMESTIC					3	\$ 100.84	302.52
A036	2" BRASS FEMALE X FEMALE 90	DOMESTIC					1	\$ 75.56	75.56
A037	2" I.P. X FLANGE ANGLE CURB STOP	FORD FV13-777W-NL	OR	MUELLER H14286N			1	\$ 240.83	240.83
A038	3/4" METER SPUD	FORD C38-23-2.5-NL	OR	EQUAL WITH HEXAGON OUTSIDE			375	\$ 11.13	4,173.75
A039	1" METER SPUD	FORD C38-44-2.625-NL	OR	EQUAL WITH HEXAGON OUTSIDE			125	\$ 17.13	2,141.25
A040	1" X 1/2" METER ADAPTER (LONG) - (SOLD IN PAIRS)	A24-NL					1	\$ 28.43	28.43
A041	1" X 3/4" METER COUPLING BUSHING	FORD BBIM-34-NL	OR	MUELLER H10889-99000N	OR	DOMESTIC	1	\$ 13.86	13.86
A042	1 1/2" METER FLANGE	FORD CF31-66-NL	OR	MUELLER	OR	DOMESTIC	1	\$ 49.54	49.54
A043	2" METER FLANGE SLOTTED FOR 2" & 1 1/2"	FORD CF31-77-NL	OR	MUELLER	OR	DOMESTIC	13	\$ 64.69	840.97
A044	7" METER RISER for 5/8" x 3/4"	FORD V42-7W-NL	OR	MUELLER H14118N	OR	DOMESTIC	1	\$ 109.78	109.78
A045	12" METER RISER for 5/8" x 3/4"	FORD V42-12W-NL	OR	MUELLER H14118N	OR	DOMESTIC	1	\$ 115.06	115.06
A046	18" METER RISER for 5/8" x 3/4"	FORD V42-18W-NL	OR	MUELLER EQUIVALENT	OR	DOMESTIC	1	\$ 136.62	136.62
A047	24" METER RISER for 5/8" x 3/4"	FORD V42-24W-NL	OR	MUELLER EQUIVALENT	OR	DOMESTIC	1	\$ 146.30	146.30
A048	12" METER RISER for 1"	FORD V44-12W-NL	OR	MUELLER EQUIVALENT	OR	DOMESTIC	1	\$ 214.60	214.60
A049	18" METER RISER for 1"	FORD V44-18W-NL	OR	MUELLER EQUIVALENT	OR	DOMESTIC	1	\$ 256.18	256.18
A050	24" METER RISER for 1"	FORD V44-24W-NL	OR	MUELLER EQUIVALENT	OR	DOMESTIC	1	\$ 278.59	278.59
A051	3/4" BRASS PLUG	DOMESTIC					1	\$ 8.26	8.26
A052	3/4" BRASS CAP	DOMESTIC					1	\$ 8.26	8.26
A053	1" BRASS PLUG	DOMESTIC					13	\$ 13.21	171.73
A054	1" BRASS CAP	DOMESTIC					1	\$ 15.91	15.91
A055	1 1/2" BRASS PLUG	DOMESTIC					1	\$ 23.15	23.15
A056	1 1/2" BRASS CAP	DOMESTIC					1	\$ 34.71	34.71
A057	2" BRASS PLUG	DOMESTIC					1	\$ 37.99	37.99
A058	2" BRASS CAP	DOMESTIC					1	\$ 59.50	59.50
A059	3/4" STAINLESS STEEL INSERT FOR POLY PIPE	FORD INSERT-51	OR	MUELLER 504281	OR	DOMESTIC	1	\$ 1.74	1.74
A060	1" STAINLESS STEEL INSERT FOR POLY PIPE	FORD INSERT-52	OR	MUELLER 504385	OR	DOMESTIC	125	\$ 1.87	233.75
A061	1 1/2" STAINLESS STEEL INSERT FOR POLY PIPE	FORD INSERT-54	OR	MUELLER 506139	OR	DOMESTIC	1	\$ 2.54	2.54
A062	2" STAINLESS STEEL INSERT FOR POLY PIPE	FORD INSERT-55	OR	MUELLER 506141	OR	DOMESTIC	1	\$ 2.54	2.54

BRASS LOW LEAD COMPRESSION									
COB ID	Description	Specification	OR	Specification	OR	Specification	Historical quantity / potential estimate for life of contract	COST	TOTAL
B001	3/4" GJ(CTS) IN-LINE BULLHEAD	FORD U48-33-6.5-G-NL	OR	MUELLER G15363N			1	\$ 44.02	44.02
B002	3/4" GJ(CTS) ANGLE BULLHEAD	U48-43-6.5-G-NL	OR	MUELLER G15008N			13	\$ 58.23	756.99
B003	3/4" CORPORATION STOP	FORD F1000-3-G-NL	OR	MUELLER G15008N			1	\$ 37.39	37.39
B004	3/4" GJ(CTS) IN-LINE CURB STOP W/ SWIVEL NUT	FORD B43-332W-G-NL	OR	MUELLER G24350N			1	\$ 78.83	78.83
B005	3/4" GJ(CTS) IN-LINE CURB STOP	FORD B41-333W-G-NL	OR	MUELLER G25170N			1	\$ 68.88	68.88
B006	3/4" GJ(CTS) ANGLE CURB STOP W/ SWIVEL NUT	FORD KV43-332W-G-NL	OR	MUELLER G14258N			19	\$ 45.49	864.31
B007	3/4" GJ(CTS) X MALE I.P.	FORD C84-33-G-NL	OR	MUELLER G15428N			1	\$ 17.13	17.13
B008	3/4" GJ(CTS) X FEMALE I.P.	FORD C14-33-G-NL	OR	MUELLER G15451N			1	\$ 18.03	18.03
B009	3/4" GJ(CTS) X MALE I.P. 90	FORD L84-33-G-NL	OR	MUELLER G15531N			13	\$ 18.77	244.01
B010	3/4" GJ(CTS) X FEMALE I.P. 90	FORD L14-33-G-NL	OR	MUELLER G15533N			6	\$ 24.32	145.92
B011	3/4" GJ(CTS) COUPLING	FORD C44-33-G-NL	OR	MUELLER G15403N			1	\$ 20.88	20.88
B012	3/4" GJ(CTS) 90	FORD L44-33-G-NL	OR	MUELLER G15526N			6	\$ 26.98	161.88
B013	3/4" PJ(PVC) X MALE I.P.	FORD C87-33-NL	OR	MUELLER E15429N			1	\$ 22.69	22.69
B014	3/4" PJ(PVC) X FEMALE I.P.	FORD C17-33-NL	OR	MUELLER E15454N			1	\$ 22.53	22.53
B015	3/4" PJ(PVC) X MALE I.P. 90	FORD L87-33-NL	OR	MUELLER			13	\$ 2.82	36.66
B016	3/4" PJ(PVC) X FEMALE I.P. 90	FORD L17-33-NL	OR	MUELLER			13	\$ 22.53	292.89
B017	3/4" PJ(PVC) COUPLING	FORD C77-33-NL	OR	MUELLER E15443N			1	\$ 30.50	30.50
B018	3/4" PJ(PVC) 90	FORD L77-33-NL	OR	MUELLER			13	\$ 36.07	468.91
B019	1" GJ(CTS) IN-LINE BULLHEAD	FORD U48-43-6.5-G-NL	OR	MUELLER G15363N			3	\$ 50.41	151.23
B020	1" GJ(CTS) ANGLE BULLHEAD	FORD U441-43-65-NL	OR	MUELLER			3	\$ 59.20	177.60
B021	1" CORPORATION STOP	FORD F1000-4-G-NL	OR	MUELLER G15008N			15	\$ 56.54	848.10
B022	1" GJ(CTS) IN-LINE CURB STOP W/ SWIVEL NUT	FORD B43-444W-G-NL	OR	MUELLER G24350N			1	\$ 116.54	116.54
B023	1" GJ(CTS) IN-LINE CURB STOP	FORD B41-444W-G-NL	OR	MUELLER G25170N			5	\$ 105.60	528.00
B024	1" GJ(CTS) ANGLE CURB STOP W/ SWIVEL NUT	FORD KV43-444W-G-NL	OR	MUELLER G14258N			25	\$ 62.28	1,557.00
B025	1" X 3/4" GJ(CTS) ANGLE CURB STOP W/ SWIVEL NUT	FORD KV43-342W-G-NL	OR	MUELLER G14258N			3	\$ 50.32	150.96
B026	1" GJ(CTS) X MALE I.P.	FORD C84-44-G-NL	OR	MUELLER G15428N			1	\$ 20.30	20.30
B027	1" GJ(CTS) X FEMALE I.P.	FORD C14-44-G-NL	OR	MUELLER G15451N			6	\$ 24.47	146.82
B028	1" X 3/4" GJ(CTS) X MALE I.P.	FORD C84-34-G-NL	OR	MUELLER G15428N			1	\$ 18.98	18.98
B029	1" X 3/4" GJ(CTS) X FEMALE I.P.	FORD C14-34-G-NL	OR	MUELLER G15451N			1	\$ 21.23	21.23
B030	1" GJ(CTS) X MALE I.P. 90	FORD L84-44-G-NL	OR	MUELLER G15531N			1	\$ 31.22	31.22
B031	1" GJ(CTS) X FEMALE I.P. 90	FORD L14-44-G-NL	OR	MUELLER G15533N			1	\$ 39.66	39.66
B032	1" GJ(CTS) X MALE I.P. 90	FORD L84-34-G-NL	OR	MUELLER G15531N			19	\$ 25.47	483.72
B033	1" GJ(CTS) COUPLING	FORD C44-44-G-NL	OR	MUELLER G15403N			5	\$ 24.64	123.20
B034	1" GJ(CTS) 90	FORD L44-44-G-NL	OR	MUELLER G15526N			1	\$ 24.26	24.26
B035	1" X 3/4" GJ(CTS) COUPLING	FORD C44-34-G-NL	OR	MUELLER G15403N			1	\$ 34.76	34.76
B036	1" PJ(PVC) X MALE I.P.	FORD C87-44-NL	OR	MUELLER V15440N			13	\$ 35.43	460.59
B037	1" PJ(PVC) X FEMALE I.P.	FORD C17-44-NL	OR	MUELLER V15442N			13	\$ 34.76	451.88
B038	1" X 3/4" PJ(PVC) X MALE I.P.	FORD C87-34-NL	OR	MUELLER V15440N			1	\$ 33.89	33.89
B039	1" X 3/4" PJ(PVC) X FEMALE I.P.	FORD C17-34-NL	OR	MUELLER V15442N			6	\$ 35.50	213.00
B040	1" PJ(PVC) X MALE I.P. 90	FORD L87-44-NL	OR	MUELLER			13	\$ 40.96	532.48
B041	1" PJ(PVC) X FEMALE I.P. 90	FORD L17-44-NL	OR	MUELLER			13	\$ 36.30	471.90
B042	1" X 3/4" PJ(PVC) X MALE I.P. 90	FORD L87-34-NL	OR	MUELLER			6	\$ 36.31	217.86
B043	1" PJ(PVC) COUPLING	FORD C77-44-NL	OR	MUELLER V15441N			6	\$ 51.76	310.56
B044	1" PJ(PVC) 90	FORD L77-44-NL	OR	MUELLER			13	\$ 63.70	828.10
B045	1" X 3/4" PJ(PVC) COUPLING	FORD C77-34-NL	OR	MUELLER V15441N			6	\$ 41.59	249.54
B046	1 1/2" GJ(CTS) 90	FORD L44-66-G-NL	OR	MUELLER G15526N			1	\$ 111.27	111.27

B047	1 1/2" P(J/PVC) 90	FORD L77-66-NL	OR	MUELLER	1	\$ 150.82	\$ 150.82
B048	1 1/2" G(JCTS) COUPLING	FORD C44-66-G-NL	OR	MUELLER G15403N	1	\$ 79.90	\$ 79.90
B049	1 1/2" P(J/PVC) COUPLING	FORD C77-66-NL	OR	MUELLER V15441N	1	\$ 100.99	\$ 100.99
B050	1 1/2" G(JCTS) X MALE I.P.	FORD C84-66-G-NL	OR	MUELLER G15428N	1	\$ 55.60	\$ 55.60
B051	1 1/2" G(JCTS) X FEMALE I.P.	FORD C14-66-G-NL	OR	MUELLER G15451N	1	\$ 71.12	\$ 71.12
B052	1 1/2" P(J/PVC) X MALE I.P.	FORD C87-66-NL	OR	MUELLER V15440N	1	\$ 69.66	\$ 69.66
B053	1 1/2" P(J/PVC) X FEMALE I.P.	FORD C17-66-NL	OR	MUELLER V15442N	1	\$ 86.51	\$ 86.51
B054	1 1/2" G(JCTS) X FLANGE ANGLE CURB STOP	FORD FV43-66W-G-NL	OR	MUELLER G14277N	1	\$ 215.62	\$ 215.62
B055	1 1/2" G(JCTS) X FEMALE INLINE CURB STOP	FORD B41-66W-G-NL	OR	MUELLER G25170N	1	\$ 224.77	\$ 224.77
B056	2" G(JCTS) COUPLING	FORD C44-77-G-NL	OR	MUELLER	1	\$ 107.86	\$ 107.86
B057	2" G(JCTS) 90	FORD L44-77-G-NL	OR	MUELLER G15526N	4	\$ 225.11	\$ 900.44
B058	2" P(J/PVC) 90	FORD L77-77-NL	OR	MUELLER	1	\$ 251.92	\$ 251.92
B059	2" G(JCTS) X MALE I.P.	FORD C84-77-G-NL	OR	MUELLER G15428N	4	\$ 81.02	\$ 324.08
B060	2" G(JCTS) X FEMALE I.P.	FORD C14-77-G-NL	OR	MUELLER G15451N	4	\$ 84.69	\$ 338.76
B061	2" P(J/PVC) X FLANGE ANGLE CURB STOP	FORD FV73-777W-NL	OR	MUELLER	1	\$ 267.28	\$ 267.28
B062	2" P(J/PVC) COUPLING	FORD C77-77-NL	OR	MUELLER	3	\$ 152.76	\$ 458.28
B063	2" P(J/PVC) X MALE I.P.	FORD C87-77-NL	OR	MUELLER V15440N	4	\$ 101.22	\$ 404.88
B064	2" P(J/PVC) X FEMALE I.P.	FORD C17-77-NL	OR	MUELLER V15442N	3	\$ 116.30	\$ 348.90
B065	2" G(JCTS) X FLANGE ANGLE CURB STOP	FORD FV43-777W-G-NL	OR	MUELLER G14277N	3	\$ 276.81	\$ 830.43
B066	2" P(J/PVC) X FLANGE ANGLE CURB STOP	FORD FV73-777W-NL	OR	MUELLER	1	\$ 267.28	\$ 267.28

DRESSER COUPLINGS							
COB ID	Description	Specifications	Specifications	Historical quantity / potential estimate for life of contract	COST	TOTAL	
C001	3/4" TWO BOLT BLUE DRESSER COUPLING	HYMAX		1	\$ 34.49	\$ 34.49	
C002	1" TWO BOLT BLUE DRESSING COUPLING	HYMAX		1	\$ 35.69	\$ 35.69	
C003	2" TWO BOLT BLUE DRESSING COUPLING	HYMAX		1	\$ 50.56	\$ 50.56	
C004	2" HYMAX DRESSER COUPLING	HYMAX		9	\$ 136.02	\$ 1,224.18	
C005	3" HYMAX DRESSER COUPLING	HYMAX		1	\$ 179.44	\$ 179.44	
C006	4" HYMAX DRESSER COUPLING	HYMAX		1	\$ 229.93	\$ 229.93	
C007	6" HYMAX DRESSER COUPLING	HYMAX		3	\$ 304.52	\$ 913.56	
C008	8" HYMAX DRESSER COUPLING	HYMAX		1	\$ 343.81	\$ 343.81	
C009	8" FOUR BOLT CAST IRON COUPLING	HYMAX		1	\$ 156.76	\$ 156.76	
C010	10" HYMAX DRESSER COUPLING	HYMAX		1	\$ 467.66	\$ 467.66	
C011	10" SIX BOLT CAST IRON DRESSER COUPLING	HYMAX		1	\$ 217.64	\$ 217.64	
C012	12" HYMAX DRESSER COUPLING	HYMAX		1	\$ 624.96	\$ 624.96	
C013	12" SIX BOLT CAST IRON DRESSER COUPLING	HYMAX		1	\$ 262.05	\$ 262.05	
C014	4" MEGA LUGS FOR D.I. PIPE	MEGA LUGS		1	\$ 30.29	\$ 30.29	
C015	4" MEGA LUGS WITH BOLT & GASKET SET FOR PVC	MEGA LUGS	AND INCLUDES BOLT AND GASKET SET	1	\$ 58.88	\$ 58.88	
C016	6" MEGA LUGS FOR D.I. PIPE	MEGA LUGS		1	\$ 35.63	\$ 35.63	
C017	6" MEGA LUGS WITH BOLT & GASKET SET FOR PVC	MEGA LUGS	AND INCLUDES BOLT AND GASKET SET	3	\$ 70.07	\$ 210.21	
C018	8" MEGA LUGS FOR D.I. PIPE	MEGA LUGS		1	\$ 53.53	\$ 53.53	
C019	8" MEGA LUGS WITH BOLT & GASKET SET FOR PVC	MEGA LUGS	AND INCLUDES BOLT AND GASKET SET	3	\$ 95.29	\$ 285.87	
C020	10" MEGA LUGS FOR D.I. PIPE	MEGA LUGS		1	\$ 79.33	\$ 79.33	
C021	10" MEGA LUGS WITH BOLT & GASKET SET FOR PVC	MEGA LUGS	AND INCLUDES BOLT AND GASKET SET	1	\$ 165.43	\$ 165.43	
C022	12" MEGA LUGS FOR D.I. PIPE	MEGA LUGS		1	\$ 115.60	\$ 115.60	
C023	12" MEGA LUGS WITH BOLT & GASKET SET FOR PVC	MEGA LUGS	AND INCLUDES BOLT AND GASKET SET	3	\$ 173.51	\$ 520.53	
C024	16" MEGA LUGS FOR D.I. PIPE	MEGA LUGS		1	\$ 218.99	\$ 218.99	
C025	16" MEGA LUGS WITH BOLT & GASKET SET FOR PVC	MEGA LUGS	AND INCLUDES BOLT AND GASKET SET	1	\$ 348.43	\$ 348.43	
C026	3" MEGA LUGS FOR D.I. PIPE	MEGA LUGS		1	\$ 28.59	\$ 28.59	
C027	3" MEGA LUGS WITH BOLT & GASKET SET FOR PVC	MEGA LUGS	AND INCLUDES BOLT AND GASKET SET	1	\$ 52.32	\$ 52.32	
C028	4" MEGA LUGS FOR PVC	MEGA LUGS		1	\$ 38.35	\$ 38.35	
C029	6" MEGA LUGS FOR PVC	MEGA LUGS		1	\$ 46.60	\$ 46.60	
C030	8" MEGA LUGS FOR PVC	MEGA LUGS		1	\$ 68.89	\$ 68.89	
C031	10" MEGA LUGS FOR PVC	MEGA LUGS		1	\$ 130.23	\$ 130.23	
C032	12" MEGA LUGS FOR PVC	MEGA LUGS		1	\$ 137.13	\$ 137.13	
C033	16" MEGA LUGS FOR PVC	MEGA LUGS		1	\$ 290.93	\$ 290.93	

LEAK CLAMPS							
COB ID	Description	Specifications	Specifications	Historical quantity / potential estimate for life of contract	COST	TOTAL	
D001	2" X 12" FULL CIRCLE CLAMP	SMITH BLAIR		1	\$ 107.99	\$ 107.99	
D002	4" X 12" FULL CIRCLE CLAMP	SMITH BLAIR		8	\$ 134.68	\$ 1,077.44	
D003	6" X 12" FULL CIRCLE CLAMP	SMITH BLAIR		10	\$ 155.13	\$ 1,551.30	
D004	6" X 12" FULL CIRCLE CLAMP W/ 1" CC TAP	SMITH BLAIR		4	\$ 194.39	\$ 777.56	
D005	6" X 18" FULL CIRCLE CLAMP	SMITH BLAIR		3	\$ 261.21	\$ 783.63	
D006	6" X 24" FULL CIRCLE CLAMP	SMITH BLAIR		3	\$ 318.54	\$ 955.62	
D007	6" X 12" FULL CIRCLE CLAMP	SMITH BLAIR		9	\$ 185.79	\$ 1,672.11	
D008	8" X 12" FULL CIRCLE CLAMP W/ 1" CC TAP	SMITH BLAIR		1	\$ 225.95	\$ 225.95	
D009	8" X 16" FULL CIRCLE CLAMP	SMITH BLAIR		1	\$ 221.38	\$ 221.38	
D010	8" X 24" FULL CIRCLE CLAMP	SMITH BLAIR		1	\$ 366.75	\$ 366.75	
D011	10" X 12" FULL CIRCLE CLAMP	SMITH BLAIR		1	\$ 219.35	\$ 219.35	
D012	10" X 12" FULL CIRCLE CLAMP W/ 1" CC TAP	SMITH BLAIR		1	\$ 258.61	\$ 258.61	
D013	12" X 12" FULL CIRCLE CLAMP	SMITH BLAIR		1	\$ 256.35	\$ 256.35	
D014	12" X 12" FULL CIRCLE CLAMP W/ 1" CC TAP	SMITH BLAIR		1	\$ 295.61	\$ 295.61	

TAPPING SADDLES							
COB ID	Description	Specifications	Specifications	Historical quantity / potential estimate for life of contract	COST	TOTAL	
E001	2" X 3/4" CC THREAD	SMITH BLAIR		1	\$ 73.16	\$ 73.16	
E002	4" X 3/4" CC THREAD	SMITH BLAIR		1	\$ 70.30	\$ 70.30	
E003	6" X 3/4" CC THREAD	SMITH BLAIR		1	\$ 80.78	\$ 80.78	
E004	8" X 3/4" CC THREAD	SMITH BLAIR		1	\$ 95.44	\$ 95.44	
E005	10" X 3/4" CC THREAD	SMITH BLAIR		1	\$ 113.43	\$ 113.43	
E006	12" X 3/4" CC THREAD	SMITH BLAIR		1	\$ 132.01	\$ 132.01	
E007	2" X 1" CC THREAD	SMITH BLAIR		8	\$ 73.16	\$ 585.28	
E008	4" X 1" CC THREAD	SMITH BLAIR		1	\$ 70.30	\$ 70.30	
E009	6" X 1" CC THREAD	SMITH BLAIR		1	\$ 80.78	\$ 80.78	
E010	8" X 1" CC THREAD	SMITH BLAIR		1	\$ 95.44	\$ 95.44	
E011	10" X 1" CC THREAD	SMITH BLAIR		1	\$ 113.43	\$ 113.43	
E012	12" X 1" CC THREAD	SMITH BLAIR		1	\$ 132.01	\$ 132.01	
E013	4" X 2" I.P. THREAD	SMITH BLAIR		1	\$ 84.68	\$ 84.68	
E014	6" X 2" I.P. THREAD	SMITH BLAIR		1	\$ 96.81	\$ 96.81	
E015	8" X 2" I.P. THREAD	SMITH BLAIR		6	\$ 112.68	\$ 676.08	
E016	10" X 2" I.P. THREAD	SMITH BLAIR		1	\$ 131.58	\$ 131.58	
E017	12" X 2" I.P. THREAD	SMITH BLAIR		1	\$ 151.24	\$ 151.24	

SEWER FITTINGS & COUPLINGS							
COB ID	Description	Specifications	Specifications	Historical quantity / potential estimate for life of contract	COST	TOTAL	
F001	3" GEM CAP	NO SPECIFICATIONS		1	\$ 2.93	\$ 2.93	
F002	3" PVC/CAST IRON X PVC/CAST IRON	NO SPECIFICATIONS		13	\$ 4.40	\$ 57.20	
F003	4" GEM CAP	NO SPECIFICATIONS		1	\$ 3.28	\$ 3.28	
F004	4" PVC/CAST IRON X CLAY	NO SPECIFICATIONS		1	\$ 5.51	\$ 5.51	
F005	4" PVC/CAST IRON X CONCRETE	NO SPECIFICATIONS		3	\$ 5.95	\$ 17.85	
F006	4" PVC/CAST IRON X PVC/CAST IRON	NO SPECIFICATIONS		25	\$ 5.51	\$ 137.75	
F007	6" PVC/CAST IRON X CLAY	NO SPECIFICATIONS		3	\$ 13.04	\$ 39.12	
F008	6" PVC/CAST IRON X CONCRETE	NO SPECIFICATIONS		6	\$ 13.04	\$ 78.24	
F009	6" PVC/CAST IRON X PVC/CAST IRON	NO SPECIFICATIONS		13	\$ 11.79	\$ 153.27	
F010	8" PVC/CAST IRON X CLAY	NO SPECIFICATIONS		1	\$ 18.14	\$ 18.14	
F011	8" PVC/CAST IRON X CONCRETE	NO SPECIFICATIONS		3	\$ 19.59	\$ 58.77	
F012	8" PVC/CAST IRON X PVC/CAST IRON	NO SPECIFICATIONS		3	\$ 18.94	\$ 56.82	
F013	10" PVC/CAST IRON X CLAY	NO SPECIFICATIONS		1	\$ 27.23	\$ 27.23	
F014	10" PVC/CAST IRON X CONCRETE	NO SPECIFICATIONS		1	\$ 27.23	\$ 27.23	
F015	10" PVC/CAST IRON X PVC/CAST IRON	NO SPECIFICATIONS		1	\$ 27.23	\$ 27.23	
F016	12" PVC/CAST IRON X CLAY	NO SPECIFICATIONS		1	\$ 31.76	\$ 31.76	
F017	12" PVC/CAST IRON X CONCRETE	NO SPECIFICATIONS		1	\$ 31.76	\$ 31.76	

F018	12" PVC/CAST IRON X PVC/CAST IRON	NO SPECIFICATIONS		1	\$ 31.76	\$ 31.76
F019	15" PVC/CAST IRON X CLAY	NO SPECIFICATIONS		1	\$ 49.95	\$ 49.95
F020	15" PVC/CAST IRON X CONCRETE	NO SPECIFICATIONS		1	\$ 69.69	\$ 69.69
F021	15" PVC/CAST IRON X PVC/CAST IRON	NO SPECIFICATIONS		1	\$ 49.95	\$ 49.95
F022	4" SEWER SADDLE	FERNCO TST-4 OR EQUIVALENT		23	\$ 58.35	\$ 1,342.05
F023	6" WYE SEWER	NO SPECIFICATIONS		1	\$ 46.35	\$ 46.35
F024	6" 45 GASKETED ELBOW SEWER	NO SPECIFICATIONS		1	\$ 23.76	\$ 23.76
F025	8" 90 GASKETED ELBOW SEWER	NO SPECIFICATIONS		1	\$ 74.95	\$ 74.95
F026	3" x 4" PVC/CAST IRON X PVC/CAST IRON			32	\$ 5.94	\$ 190.08

YARD									
COB ID	Description	Specifications				Specifications	Historical quantity / potential estimate for life of contract	COST	TOTAL
G001	PVC PIPE 2" X 20' BELLED SCH-40 (LF)	NO SPECIFICATIONS					75	\$ 3.23	\$ 242.25
G002	PVC PIPE 3" SCH-40 (LF)	NO SPECIFICATIONS					50	\$ 4.66	\$ 233.00
G003	4" X 20' PVC PIPE C-900 (LF)	NO SPECIFICATIONS					275	\$ 8.33	\$ 2,290.75
G004	6" X 20' PVC PIPE C-900 (LF)	NO SPECIFICATIONS					150	\$ 17.00	\$ 2,550.00
G005	8" X 20' PVC PIPE C-900 (LF)	NO SPECIFICATIONS					150	\$ 29.16	\$ 4,374.00
G006	10" X 20' PVC PIPE C-900 (LF)	NO SPECIFICATIONS					1	\$ 43.74	\$ 43.74
G007	12" X 20' PVC PIPE C-900 (LF)	NO SPECIFICATIONS					1	\$ 61.60	\$ 61.60
G008	16" X 20' PVC PIPE C-900 (LF)	NO SPECIFICATIONS					1	\$ 97.86	\$ 97.86
G009	4" X 14' SDR-35 (LF)	NO SPECIFICATIONS					245	\$ 3.29	\$ 806.05
G010	6" X 14' SDR-35 (LF)	NO SPECIFICATIONS					245	\$ 7.60	\$ 1,862.00
G011	8" X 14' SDR-35 (LF)	NO SPECIFICATIONS					35	\$ 13.81	\$ 483.35
G012	10" X 14' SDR-35 (LF)	NO SPECIFICATIONS					1	\$ 21.47	\$ 21.47
G013	12" X 14' SDR-35 (LF)	NO SPECIFICATIONS					1	\$ 30.90	\$ 30.90
G014	15" X 14' SDR-35 (LF)	NO SPECIFICATIONS					1	\$ 45.61	\$ 45.61
G015	24" MANHOLE RING AND LID w/ CITY OF BURLERSON LOGO	W/ CITY OF BURLERSON LOGO AND "DIPPED"	AND	BASS & HAYS	OR	EXACT SIZE EQUIVALENT DOMESTIC	6	\$ 547.11	\$ 3,282.66
G016	24" MANHOLE LID ONLY w/ CITY OF BURLERSON LOGO	W/ CITY OF BURLERSON LOGO AND "DIPPED"	AND	BASS & HAYS	OR	EXACT SIZE EQUIVALENT DOMESTIC	6	\$ 260.05	\$ 1,560.30
G017	30" MANHOLE RING AND LID w/ CITY OF BURLERSON LOGO	W/ CITY OF BURLERSON LOGO AND "DIPPED"	AND	BASS & HAYS	OR	EXACT SIZE EQUIVALENT DOMESTIC	1	\$ 631.79	\$ 631.79
G018	30" MANHOLE LID ONLY w/ CITY OF BURLERSON LOGO	W/ CITY OF BURLERSON LOGO AND "DIPPED"	AND	BASS & HAYS	OR	EXACT SIZE EQUIVALENT DOMESTIC	1	\$ 303.21	\$ 303.21
G019	24" MANHOLE LID ONLY	STAR			OR	EXACT SIZE EQUIVALENT IMPORT	6	\$ 170.13	\$ 1,020.78
G020	30" MANHOLE LID ONLY	IMPORT					6	\$ 274.00	\$ 1,644.00
G021	2 1/2" Metal MANHOLE RISER Ring	NO SPECIFICATIONS					1	\$ 122.53	\$ 122.53
G022	24" X 2" CONCRETE MANHOLE RISER RING	NO SPECIFICATIONS					3	\$ 26.95	\$ 80.85
G023	24" X 3" CONCRETE MANHOLE RISER RING	NO SPECIFICATIONS					3	\$ 34.17	\$ 102.51
G024	24" X 4" CONCRETE MANHOLE RISER RING	NO SPECIFICATIONS					3	\$ 36.55	\$ 109.65
G025	30" X 2" CONCRETE MANHOLE RISER RING	NO SPECIFICATIONS					3	\$ 34.17	\$ 102.51
G026	30" X 3" CONCRETE MANHOLE RISER RING	NO SPECIFICATIONS					3	\$ 41.37	\$ 124.11
G027	30" X 4" CONCRETE MANHOLE RISER RING	NO SPECIFICATIONS					3	\$ 49.25	\$ 147.75
G028	36" OD X 24" ID X 3/4" CRETEX PRO RING RISER	CRETEX PRO RING SP-C3624F075					3	\$ 59.33	\$ 177.99
G029	36" OD X 24" ID X 1" CRETEX PRO RING RISER	CRETEX PRO RING C3624F100					3	\$ 64.00	\$ 192.00
G030	36" OD X 24" ID X 1.25" CRETEX PRO RING RISER	CRETEX PRO RING C3624F125					3	\$ 73.33	\$ 219.99
G031	36" OD X 24" ID X 1.50" CRETEX PRO RING RISER	CRETEX PRO RING C3624F150					3	\$ 83.33	\$ 249.99
G032	36" OD X 24" ID X 1.75" CRETEX PRO RING RISER	CRETEX PRO RING C3624F175					3	\$ 89.33	\$ 267.99
G033	36" OD X 24" ID X 2" CRETEX PRO RING RISER	CRETEX PRO RING C3624F200					3	\$ 102.00	\$ 306.00
G034	36" OD X 24" ID X 2.25 CRETEX PRO RING RISER	CRETEX PRO RING SP-C3624F225					3	\$ 111.33	\$ 333.99
G035	36" OD X 24" ID X 2.50 CRETEX PRO RING RISER	CRETEX PRO RING SP-C3624F250					3	\$ 119.33	\$ 357.99
G036	36" OD X 24" ID X 4" CRETEX PRO RING RISER	CRETEX PRO RING SP-C3624G400F					8	\$ 175.33	\$ 1,402.64
G037	36" OD X 24" ID X 6" CRETEX PRO RING RISER	CRETEX PRO RING SP-C3624G600F					10	\$ 242.67	\$ 2,426.70
G038	M-1 ADHESIVE 28OZ CARTRIDGE	SP-CM1ADHESIVE					1	\$ 32.00	\$ 32.00
G039	255 CAULK DISPENSER GUN	SP-C2ZCAULKGUN					1	\$ 373.33	\$ 373.33
G040	SHORTY STACK AND LID	NO SPECIFICATIONS					13	\$ 81.33	\$ 1,057.29
G041	SHORTY STACK (LID ONLY)	NO SPECIFICATIONS					8	\$ 19.33	\$ 154.64
G042	VALVE BOX LID ONLY	NO SPECIFICATIONS					6	\$ 15.25	\$ 91.50
G043	1" VALVE BOX LID RISER	NO SPECIFICATIONS					1	\$ 20.00	\$ 20.00
G044	2" VALVE BOX LID RISER	NO SPECIFICATIONS					1	\$ 28.60	\$ 28.60
G045	4" VALVE BOX LID RISER	NO SPECIFICATIONS					1	\$ 25.81	\$ 25.81
G046	VALVE BOX EXTENSION W/ LID SHORT (18"-24")	NO SPECIFICATIONS					4	\$ 71.49	\$ 285.96
G047	VALVE BOX TOP SECTION ONLY (18"-24")	NO SPECIFICATIONS					4	\$ 23.83	\$ 95.32
G048	VALVE BOX BOTTOM SECTION ONLY (18"-24")	NO SPECIFICATIONS					4	\$ 32.41	\$ 129.64
G049	VALVE BOX EXTENSION W/ LID LONG (24"-36")	NO SPECIFICATIONS					4	\$ 95.33	\$ 381.32
G050	VALVE BOX TOP SECTION ONLY (24"-36")	NO SPECIFICATIONS					4	\$ 35.27	\$ 141.08
G051	VALVE BOX BOTTOM SECTION ONLY (24"-36")	NO SPECIFICATIONS					4	\$ 44.80	\$ 179.20
G052	6" X 12" MJ CAST IRON SLEEVE/COUPLING	NO SPECIFICATIONS					4	\$ 114.99	\$ 459.96
G053	8" X 12" MJ CAST IRON SLEEVE/COUPLING	NO SPECIFICATIONS					4	\$ 184.80	\$ 739.20
G054	10" X 12" MJ CAST IRON SLEEVE/COUPLING	NO SPECIFICATIONS					3	\$ 221.17	\$ 663.51
G055	12" X 12" MJ CAST IRON SLEEVE/COUPLING	NO SPECIFICATIONS					3	\$ 297.44	\$ 892.32
G056	6" MJ CAST IRON TEE	NO SPECIFICATIONS					1	\$ 181.87	\$ 181.87
G057	8" MJ CAST IRON TEE	NO SPECIFICATIONS					1	\$ 272.21	\$ 272.21
G058	6" MJ CAST IRON CAPS	NO SPECIFICATIONS					1	\$ 51.63	\$ 51.63
G059	8" MJ CAST IRON CAPS	NO SPECIFICATIONS					1	\$ 84.48	\$ 84.48

VALVE & HYDRANT MUELLER OR APPROVED EQUAL WITH R.W. GATE VALVE, EPOXY COATED							
COB ID	Description	Specifications		Historical quantity / potential estimate for life of contract	COST	TOTAL	
H001	2" I.P. X I.P. HANDWHEEL VALVE (DOMESTIC)			3	\$ 422.10	\$ 1,266.30	
H002	2" I.P. X I.P. SQUARE NUT VALVE (DOMESTIC)			3	\$ 422.10	\$ 1,266.30	
H003	2" I.P. X FLANGE SQUARE NUT VALVE (DOMESTIC)			1	NO BID	NO BID	
H004	2" FLANGE X FLANGE SQUARE NUT VALVE (DOMESTIC)			1	\$ 432.46	\$ 432.46	
H005	4" MJ X MJ SQUARE NUT VALVE (DOMESTIC)			1	\$ 691.66	\$ 691.66	
H006	4" MJ X FLANGE SQUARE NUT VALVE (DOMESTIC)			1	\$ 661.06	\$ 661.06	
H007	4" FLANGE X FLANGE SQUARE NUT VALVE (DOMESTIC)			1	\$ 685.36	\$ 685.36	
H008	6" MJ X MJ SQUARE NUT VALVE (DOMESTIC)			1	\$ 882.90	\$ 882.90	
H009	6" MJ X FLANGE SQUARE NUT VALVE (DOMESTIC)			1	\$ 882.90	\$ 882.90	
H010	6" FLANGE X FLANGE SQUARE NUT VALVE (DOMESTIC)			1	\$ 916.20	\$ 916.20	
H011	8" MJ X MJ SQUARE NUT VALVE (DOMESTIC)			1	\$ 1,404.90	\$ 1,404.90	
H012	8" MJ X FLANGE SQUARE NUT VALVE (DOMESTIC)			3	\$ 1,379.26	\$ 4,137.78	
H013	8" FLANGE X FLANGE SQUARE NUT VALVE (DOMESTIC)			1	\$ 1,431.90	\$ 1,431.90	
H014	4" BURIED HYDRANT - SILVER IN COLOR	CLOW MEDALLION	OR	EJ WaterMaster SC2D250	3	\$ 2,854.54	\$ 8,563.62
H015	6" BURIED HYDRANT - SILVER IN COLOR	CLOW MEDALLION	OR	EJ WaterMaster SC2D250	3	\$ 2,987.02	\$ 8,961.06
H016	2" FLANGE ACCESSORY KIT				\$ 5.22	\$ 5.22	
H017	3" FLANGE ACCESSORY KIT				\$ 6.18	\$ 6.18	
H018	4" FLANGE ACCESSORY KIT				\$ 10.57	\$ 10.57	
H019	6" FLANGE ACCESSORY KIT				\$ 17.20	\$ 17.20	
H020	8" FLANGE ACCESSORY KIT				\$ 17.94	\$ 17.94	
H021	10" FLANGE ACCESSORY KIT				\$ 36.31	\$ 36.31	
H022	12" FLANGE ACCESSORY KIT				\$ 40.17	\$ 40.17	

DOESN'T EXIST

METER BOXES						
COB ID	Description	Specifications	Specifications	Historical quantity / potential estimate for life of contract	COST	TOTAL
I001	DOUBLE METER BOX	ALLIANCE D16-AMR-DU-SB		138	\$ 39.97	\$ 5,515.86
I002	DOUBLE METER BOX LID ONLY	ALLIANCE D16-AMR-DU-SB (LID ONLY)		100	\$ 7.77	\$ 777.00
I003	BOLTDOWN MINI VAULT	ROTEC: D1730-18-BDSM		1	\$ 277.93	\$ 277.93
I004	DOUBLE CONCRET METER BOX (BOX ONLY)	BHFI CMB18DUAL		3	\$ 46.28	\$ 138.84
I005	DOUBLE CONCRETE METER BOX CAST IRON LID (LID ONLY)	BHFI CMBB18C		3	\$ 91.31	\$ 273.93
I006	DOUBLE CONCRETE METER BOX CAST IRON LID WITH PREDRILLED HOLE FOR ONE EXTERNAL ANTENNA (LID ONLY)			1	\$ 99.76	\$ 99.76
I007	65H CONCRETE VAULT METER BOX (BOX ONLY)	BHFI CMB65B65		1	\$ 94.70	\$ 94.70
I008	65T CONCRETE VAULT METER BOX CAST IRON LID (LID ONLY)	BHFI B65C		1	\$ 214.02	\$ 214.02
I009	65T CONCRETE VAULT METER BOX CAST IRON LID WITH PREDRILLED HOLES FOR TWO EXTERNAL ANTENNAS (LID ONLY)			1	\$ 251.56	\$ 251.56
I010	38C COMPLETE DOUBLE PLASTIC METER BOX AND LID	DFW38C-14-1A		3	\$ 148.07	\$ 444.21

1011	38C PLASTIC (LID ONLY)	DFW38C-1A-LID	1	\$ 50.66	\$ 50.66
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ROW CLEANOUT MISC						
COB ID	Description	Specifications		Historical quantity / potential estimate for life of contract	COST	TOTAL
J001	4" THREADED METAL PLUG	MUST BE ABLE TO BE FOUND WITH METAL DETECTOR		13	\$ 14.32	\$ 186.16
J002	NDS 8" ROUND BOX	208B		13	\$ 4.12	\$ 53.56
J003	NDS 6" ROUND OVERLAPPING COVER - SEWER	107CS		13	\$ 2.69	\$ 34.97
J004	NDS 6" ROUND BOX W/ OVERLAPPING COVER - SEWER	208BCS		13	\$ 4.58	\$ 59.54
J005	4" 45 DEGREE THIN WALL LONG SWEEP TEE WYE	THIN WALL		13	\$ 23.05	\$ 299.65
J006	4" GLUE ON HUB X FEMALE THREAD THIN WALL	THIN WALL		13	\$ 4.91	\$ 63.83

FLUSH VALVE MISC						
COB ID	Description	Specifications		Historical quantity / potential estimate for life of contract	COST	TOTAL
K001	1" BACK FLOW PREVENTER	USC FCCCHR approved		13	\$ 220.47	\$ 2,866.11
K002	1 1/2" HUNTER GLOBE VALVE	HUNTER ICV151G, 1-1/2" NPT, 200 PSI		13	\$ 135.11	\$ 1,756.43
K003	HUNTER CONTROLLER	HUNTER SVC-100 w/ SOLENOID		13	\$ 146.29	\$ 1,901.77
K004	3" X 2" BRASS TEE	Domestic		3	\$ 442.65	\$ 1,327.95
K005	3" PVC THREADED PLUG			6	\$ 4.78	\$ 28.68
K006	3" SDR35 PVC MALE X GLUE			1	\$ 4.05	\$ 4.05
K007	3" SDR35 PVC PIPE			1	\$ 5.02	\$ 5.02
K008	3" SDR35 COUPLING			1	\$ 6.40	\$ 6.40
K009	4" NDS BOTTOM OUTLET			6	\$ 56.52	\$ 339.78
K010	NDS END CAP FOR BOTTOM OUTLET			19	\$ 9.38	\$ 178.22

END OF LIST

**City of Burleson**  
**Addendum to Vendor's Contract**  
**Additional Provisions**

Core & Main LP

7197 Latham Dr. Richland Hills TX. 76118

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. Limitation of Vendor's Contract Form. 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. Applicable Law; Venue. 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. Tax Exempt Status. 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. Entire Agreement. 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. Savings Clause. 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. Conflicts Of Interest. 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. Anti-Boycotting Provisions. 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. Vendor Certification Regarding Business With Certain Countries And Organizations. 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. Relationship of the Parties. 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. Survival. 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. Conflict. 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. Counterparts; PDF Signatures. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any pdf-format or other electronic transmission of any signature of a signatory shall be deemed an original and shall bind such signatory.

IN WITNESS WHEREOF, the parties have caused this Addendum to be duly executed, intending thereby to be legally bound.

City of Burleson, Texas:

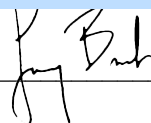
By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Core & Main LP

By:  \_\_\_\_\_

Name: Larry Brock

Title: District Manager

Date: 10-25-23

# PIPE AND APPURTENANCE

Section A: BRASS LOW LEAD NON COMPRESSION								Consolidated Pipe		Core & Main		Ferguson		Fortiline		Johnson County WinWater	
COB ID	Description	Specification	OR	Specification	OR	Specification	Historical quantity / potential estimate for life of contract	Cost Each	Total Cost	Cost Each	Total Cost	Cost Each	Total Cost	Cost Each	Total Cost	Cost Each	Total Cost
A001	3/4" SOFT COPPER	Type K Soft Copper (LF) DOMESTIC ONLY					1.00	\$ 7.00	\$ 7.00	\$ 7.51	\$ 7.51	\$ 6.22	\$ 6.22	\$ -	\$ -	\$ 6.25	\$ 6.25
A002	1" SOFT COPPER	Type K Soft Copper (LF) DOMESTIC ONLY					625.00	\$ 8.89	\$ 5,553.16	\$ 9.97	\$ 6,231.25	\$ 8.25	\$ 5,156.25	\$ -	\$ -	\$ 7.50	\$ 4,687.50
A003	1 1/2" HARD COPPER	Type L Hard Copper (LF)					1.00	\$ 14.48	\$ 14.48	\$ 11.77	\$ 11.77	\$ 9.64	\$ 9.64	\$ -	\$ -	\$ 9.25	\$ 9.25
A005	2" HARD COPPER	Type L Hard Copper (LF)					50.00	\$ 22.20	\$ 1,109.77	\$ 18.94	\$ 947.00	\$ 15.51	\$ 775.50	\$ -	\$ -	\$ 14.75	\$ 737.50
A006	2" Hard Copper	Type L Hard Copper (LF)					36.30	\$ 36.30	\$ 37.14	\$ 37.14	\$ 37.14	\$ 30.74	\$ 30.74	\$ -	\$ -	\$ 29.50	\$ 29.50
A007	3/4" I.P. IN-LINE CURB STOP (LONG)	FORD BL11-233W-NL	OR	MUELLER B20245RN			50.00	\$ 42.92	\$ 2,145.98	\$ 40.79	\$ 2,039.50	\$ 41.25	\$ 2,062.50	\$ 30.77	\$ 1,888.50	\$ 41.50	\$ 2,075.00
A008	3/4" I.P. IN-LINE CURB STOP (REGULAR)	FORD BH11-233W-NL	OR	MUELLER B20200RN			6.00	\$ 44.20	\$ 265.17	\$ 42.81	\$ 256.86	\$ 42.81	\$ 256.86	\$ 41.74	\$ 250.44	\$ 42.50	\$ 255.00
A009	3/4" I.P. ANGLE CURB STOP W/ SWIVEL NUT	FORD KV13-332W-NL	OR	MUELLER H14265N			56.00	\$ 37.39	\$ 2,093.89	\$ 35.59	\$ 1,993.04	\$ 35.59	\$ 1,993.04	\$ 34.70	\$ 1,943.20	\$ 36.25	\$ 2,030.00
A010	3/4" BRASS I.P. STREET 90	DOMESTIC					1.00	\$ 16.09	\$ 16.09	\$ 18.19	\$ 18.19	\$ 16.47	\$ 16.47	\$ -	\$ -	\$ 21.75	\$ 21.75
A011	3/4" BRASS I.P. FEMALE X FEMALE 90	DOMESTIC					11.69	\$ 11.69	\$ 13.21	\$ 13.21	\$ 13.21	\$ 12.25	\$ 12.25	\$ -	\$ -	\$ 11.50	\$ 11.50
A012	3/4" CLOSE BRASS NIPPLE	DOMESTIC					6.00	\$ 2.18	\$ 13.10	\$ 2.64	\$ 15.84	\$ 2.92	\$ 17.52	\$ -	\$ -	\$ 3.25	\$ 19.50
A013	3/4" BRASS I.P. COUPLING	DOMESTIC					6.00	\$ 10.26	\$ 61.59	\$ 11.60	\$ 69.60	\$ 10.76	\$ 64.56	\$ -	\$ -	\$ 14.00	\$ 84.00
A014	1" I.P. IN-LINE CURB STOP	FORD B11-444W-NL	OR	MUELLER B20200N			1.00	\$ 86.66	\$ 86.66	\$ 93.84	\$ 93.84	\$ 93.85	\$ 93.85	\$ 91.51	\$ 91.51	\$ 96.00	\$ 96.00
A015	1" I.P. ANGLE CURB STOP W/ SWIVEL NUT	FORD KV13-444W-NL	OR	MUELLER H14265N			1.00	\$ 57.32	\$ 57.32	\$ 54.57	\$ 54.57	\$ 54.57	\$ 54.57	\$ 53.21	\$ 53.21	\$ 55.50	\$ 55.50
A016	1" X 3/4" I.P. ANGLE CURB STOP W/ SWIVEL NUT	FORD KV13-342W-NL	OR	MUELLER H14265N			1.00	\$ 39.92	\$ 39.92	\$ 37.98	\$ 37.98	\$ 37.98	\$ 37.98	\$ 37.03	\$ 37.03	\$ 38.60	\$ 38.60
A016	1" BRASS I.P. STREET 90	DOMESTIC					22.00	\$ 26.32	\$ 579.08	\$ 29.76	\$ 654.72	\$ 27.59	\$ 606.98	\$ -	\$ -	\$ 28.00	\$ 572.00
A017	1" BRASS I.P. FEMALE X FEMALE 90	DOMESTIC					1.00	\$ 19.01	\$ 19.01	\$ 21.50	\$ 21.50	\$ 19.93	\$ 19.93	\$ -	\$ -	\$ 19.00	\$ 19.00
A018	1" BRASS CLOSE NIPPLE	DOMESTIC					6.00	\$ 3.22	\$ 19.31	\$ 3.88	\$ 23.28	\$ 4.24	\$ 25.44	\$ -	\$ -	\$ 8.00	\$ 48.00
A019	1" BRASS I.P. COUPLING	DOMESTIC					1.00	\$ 17.51	\$ 17.51	\$ 19.80	\$ 19.80	\$ 18.35	\$ 18.35	\$ -	\$ -	\$ 23.75	\$ 23.75
A020	2" X 6" BRASS NIPPLE	DOMESTIC					3.00	\$ 21.22	\$ 63.66	\$ 25.60	\$ 76.80	\$ 27.98	\$ 83.94	\$ -	\$ -	\$ 38.00	\$ 114.00
A021	1" X 3/4" BRASS HEX BUSHING	FORD C18-34-NL	OR	MUELLER 47169N	OR	DOMESTIC	6.00	\$ 6.39	\$ 38.34	\$ 5.93	\$ 35.58	\$ 5.93	\$ 35.58	\$ 5.79	\$ 34.74	\$ 6.00	\$ 36.00
A022	1" CC X 3/4" BRASS HEX BUSHING	FORD BMAA-43-NL	OR	MUELLER H10030N	OR	DOMESTIC	1.00	\$ 18.94	\$ 18.94	\$ 16.09	\$ 16.09	\$ 15.99	\$ 15.99	\$ -	\$ -	\$ 15.50	\$ 38.50
A023	1 1/2" X 3/4" BRASS HEX BUSHING	FORD C18-36-NL	OR	MUELLER 47169N	OR	DOMESTIC	6.00	\$ 25.89	\$ 155.31	\$ 24.02	\$ 144.12	\$ 24.02	\$ 144.12	\$ 23.42	\$ 140.52	\$ 25.75	\$ 154.50
A024	2" X 3/4" BRASS HEX BUSHING	FORD C18-37-NL	OR	DOMESTIC			1.00	\$ 26.98	\$ 26.98	\$ 25.03	\$ 25.03	\$ 25.03	\$ 25.03	\$ 24.41	\$ 24.41	\$ 31.75	\$ 31.75
A025	1 1/4" X 1" BRASS HEX BUSHING	FORD C18-54-NL	OR	DOMESTIC			6.00	\$ 23.56	\$ 141.38	\$ 21.87	\$ 131.22	\$ 21.87	\$ 131.22	\$ 21.32	\$ 127.92	\$ 18.25	\$ 109.50
A026	1 1/2" X 1" BRASS HEX BUSHING	FORD C18-45-NL	OR	MUELLER 47169N	OR	DOMESTIC	6.00	\$ 25.89	\$ 155.31	\$ 24.02	\$ 144.12	\$ 24.02	\$ 144.12	\$ 23.42	\$ 140.52	\$ 25.75	\$ 154.50
A027	2" X 1" BRASS HEX BUSHING	FORD C18-47-NL	OR	MUELLER 47169N	OR	DOMESTIC	6.00	\$ 24.99	\$ 149.93	\$ 23.19	\$ 139.14	\$ 23.19	\$ 139.14	\$ 22.61	\$ 135.86	\$ 31.75	\$ 190.50
A028	2" X 1 1/2" BRASS HEX BUSHING	FORD C18-67-NL	OR	MUELLER 47172N	OR	DOMESTIC	16.00	\$ 24.92	\$ 398.71	\$ 23.12	\$ 369.92	\$ 23.12	\$ 369.92	\$ 22.61	\$ 361.76	\$ 32.75	\$ 524.00
A029	1 1/2" CLOSE BRASS NIPPLE	DOMESTIC					5.00	\$ 6.21	\$ 31.03	\$ 7.49	\$ 37.45	\$ 7.71	\$ 38.55	\$ -	\$ -	\$ 10.25	\$ 51.25
A030	1 1/2" BRASS I.P. COUPLING	DOMESTIC					1.00	\$ 38.01	\$ 38.01	\$ 43.00	\$ 43.00	\$ 39.84	\$ 39.84	\$ -	\$ -	\$ 40.00	\$ 40.00
A031	2" CLOSE BRASS NIPPLE	DOMESTIC					13.00	\$ 9.45	\$ 122.83	\$ 11.40	\$ 148.20	\$ 11.74	\$ 152.62	\$ -	\$ -	\$ 14.50	\$ 188.50
A032	2" BRASS I.P. COUPLING	DOMESTIC					3.00	\$ 62.85	\$ 188.55	\$ 71.09	\$ 213.27	\$ 65.88	\$ 197.64	\$ -	\$ -	\$ 62.85	\$ 188.55
A033	1 1/2" BRASS STREET 90	DOMESTIC					1.00	\$ 52.61	\$ 52.61	\$ 59.50	\$ 59.50	\$ 55.14	\$ 55.14	\$ -	\$ -	\$ 66.50	\$ 66.50
A034	1 1/2" BRASS FEMALE X FEMALE 90	DOMESTIC					1.00	\$ 44.85	\$ 44.85	\$ 50.73	\$ 50.73	\$ 47.01	\$ 47.01	\$ -	\$ -	\$ 37.75	\$ 37.75
A035	2" BRASS STREET 90	DOMESTIC					3.00	\$ 89.16	\$ 267.48	\$ 100.84	\$ 302.52	\$ 93.46	\$ 280.38	\$ -	\$ -	\$ 88.50	\$ 265.50
A036	2" BRASS FEMALE X FEMALE 90	DOMESTIC					1.00	\$ 66.80	\$ 66.80	\$ 75.56	\$ 75.56	\$ 70.02	\$ 70.02	\$ -	\$ -	\$ 64.50	\$ 64.50
A037	2" I.P. X FLANGE ANGLE CURB STOP	FORD FV13-777W-NL	OR	MUELLER H14265N			3.00	\$ 208.49	\$ 208.49	\$ 240.83	\$ 240.83	\$ 240.83	\$ 240.83	\$ 234.83	\$ 234.83	\$ 202.25	\$ 202.25
A038	3/4" METER SPUD	FORD C38-23.25-NL	OR	EQUAL WITH HEXAGON OUTSIDE			375.00	\$ 11.70	\$ 4,387.93	\$ 11.13	\$ 4,173.75	\$ 11.26	\$ 4,222.50	\$ 10.86	\$ 4,087.50	\$ 11.25	\$ 4,218.75
A039	1" METER SPUD	FORD C38-42.825-NL	OR	EQUAL WITH HEXAGON OUTSIDE			125.00	\$ 18.02	\$ 2,252.87	\$ 17.13	\$ 2,141.25	\$ 17.33	\$ 2,166.25	\$ 16.71	\$ 2,088.75	\$ 17.50	\$ 2,187.50
A040	1" X 1/2" METER ADAPTER (LONG) -- (SOLD IN PAIRS)	A24-NL					1.00	\$ 29.94	\$ 29.94	\$ 28.43	\$ 28.43	\$ 28.43	\$ 28.43	\$ 27.72	\$ 27.72	\$ 30.25	\$ 30.25
A041	1" X 3/4" METER COUPLING BUSHING	FORD BBM-34-NL	OR	MUELLER H10889-9000N	OR	DOMESTIC	1.00	\$ 16.68	\$ 16.68	\$ 13.86	\$ 13.86	\$ 14.01	\$ 14.01	\$ -	\$ -	\$ 22.00	\$ 22.00
A042	1 1/2" METER FLANGE	FORD CF31-46-NL	OR	MUELLER	OR	DOMESTIC	1.00	\$ 52.09	\$ 52.09	\$ 49.54	\$ 49.54	\$ 49.54	\$ 49.54	\$ -	\$ -	\$ 51.00	\$ 51.00
A043	2" METER FLANGE SLOTTED FOR 2" & 1 1/2"	FORD CF31-774N	OR	MUELLER	OR	DOMESTIC	13.00	\$ 68.01	\$ 884.15	\$ 64.89	\$ 843.97	\$ 64.89	\$ 843.97	\$ 62.00	\$ 806.00	\$ 65.00	\$ 845.00
A044	1" METER RISER for 6" x 3/4"	FORD VA2-76-NL	OR	MUELLER H4118N	OR	DOMESTIC	1.00	\$ 110.59	\$ 110.59	\$ 109.78	\$ 109.78	\$ 109.78	\$ 109.78	\$ 107.94	\$ 107.94	\$ 100.00	\$ 100.00
A045	12" METER RISER for 6" x 3/4"	FORD VA2-120W-NL	OR	MUELLER H4118N	OR	DOMESTIC	1.00	\$ 115.91	\$ 115.91	\$ 115.06	\$ 115.06	\$ 115.06	\$ 115.06	\$ 112.19	\$ 112.19	\$ 112.00	\$ 112.00
A046	18" METER RISER for 6" x 3/4"	FORD VA2-180W-NL	OR	MUELLER EQUIVALENT	OR	DOMESTIC	1.00	\$ 137.62	\$ 137.62	\$ 136.62	\$ 136.62	\$ 136.62	\$ 136.62	\$ 133.22	\$ 133.22	\$ 122.00	\$ 122.00
A047	24" METER RISER for 6" x 3/4"	FORD VA2-240W-NL	OR	MUELLER EQUIVALENT	OR	DOMESTIC	1.00	\$ 147.39	\$ 147.39	\$ 146.30	\$ 146.30	\$ 146.30	\$ 146.30	\$ 142.65	\$ 142.65	\$ 141.00	\$ 141.00
A048	12" METER RISER for 1"	FORD VA4-120W-NL	OR	MUELLER EQUIVALENT	OR	DOMESTIC	1.00	\$ 216.23	\$ 216.23	\$ 214.60	\$ 214.60	\$ 214.60	\$ 214.60	\$ 209.25	\$ 209.25	\$ 208.00	\$ 208.00
A049	18" METER RISER for 1"	FORD VA4-180W-NL	OR	MUELLER EQUIVALENT	OR	DOMESTIC	1.00	\$ 259.11	\$ 259.11	\$ 256.18	\$ 256.18	\$ 256.18	\$ 256.18	\$ 249.79	\$ 249.79	\$ 248.50	\$ 248.50
A050	24" METER RISER for 1"	FORD VA4-240W-NL	OR	MUELLER EQUIVALENT	OR	DOMESTIC	1.00	\$ 280.69	\$ 280.69	\$ 278.59	\$ 278.59	\$ 278.59	\$ 278.59	\$ 271.65	\$ 271.65	\$ 271.25	\$ 271.25
A051	3/4" BRASS PLUG	DOMESTIC					1.00	\$ 7.31	\$ 7.31	\$ 8.26	\$ 8.26	\$ 7.66	\$ 7.66	\$ -	\$ -	\$ 11.25	\$ 11.25
A052	3/4" BRASS CAP	DOMESTIC					1.00	\$ 7.31	\$ 7.31	\$ 8.28	\$ 8.28	\$ 7.66	\$ 7.66	\$ -	\$ -	\$ 7.25	\$ 7.25
A053	1" BRASS PLUG	DOMESTIC					13.00	\$ 11.69	\$ 151.87	\$ 13.21	\$ 171.73	\$ 12.25	\$ 159.25	\$ -	\$ -	\$ 20.25	\$ 261.25
A054	1" BRASS CAP	DOMESTIC					1.00	\$ 14.07	\$ 14.07	\$ 15.91	\$ 15.91	\$ 14.75	\$ 14.75	\$ -	\$ -	\$ 14.00	\$ 14.00
A055	1 1/2" BRASS PLUG	DOMESTIC					1.00	\$ 20.47	\$ 20.47	\$ 23.15	\$ 23.15	\$ 21.46	\$ 21.46	\$ -	\$ -	\$ 18.75	\$ 18.75
A056	1 1/2" BRASS CAP	DOMESTIC					1.00	\$ 20.47	\$ 20.47	\$ 24.71	\$ 24.71	\$ 32.17	\$ 32.17	\$ -	\$ -	\$ 30.50	\$ 30.50
A057	2" BRASS PLUG	DOMESTIC					1.00	\$ 52.61	\$ 52.61	\$ 37.99	\$ 37.99	\$ 35.20	\$ 35.20	\$ -	\$ -	\$ 48.50	\$ 48.50
A058	2" BRASS CAP	DOMESTIC					1.00	\$ 52.61	\$ 52.61	\$ 59.50	\$ 59.50	\$ 55.14	\$ 55.14	\$ -	\$ -	\$ 52.25	\$ 52.25
A059	3/4" STAINLESS STEEL INSERT FOR POLY PIPE	FORD INSERT-51	OR	MUELLER 504281	OR	DOMESTIC	1.00	\$ 2.14	\$ 2.14	\$ 1.74	\$ 1.74	\$ 2.09	\$ 2.09	\$ 1.70	\$ 1.70	\$ 2.10	\$ 2.10
A060	1" STAINLESS STEEL INSERT FOR POLY PIPE	FORD INSERT-52	OR	MUELLER 504385	OR	DOMESTIC	125.00	\$ 2.28	\$ 284.48	\$ 1.87	\$ 233.75	\$ 2.36	\$ 295.00	\$ 1.80	\$ 225.00	\$ 2.50	\$ 312.50
A061	1 1/2" STAINLESS STEEL INSERT FOR POLY PIPE	FORD INSERT-54	OR	MUELLER 506135	OR	DOMESTIC	1.00	\$ 3.13	\$ 3.13	\$ 2.54	\$ 2.54	\$ 3.01	\$ 3.01	\$ 2.48	\$ 2.48	\$ 3.25	\$ 3.25
A062	2" STAINLESS STEEL INSERT FOR POLY PIPE	FORD INSERT-55	OR	MUELLER 506141	OR												

Section B: BRASS LOW LEAD COMPRESSION								Consolidated Pipe		Core & Main		Ferguson		Fortiline		Johnson County WinWater	
COB ID	Description	Specification	OR	Specification	OR	Specification	Historical quantity / potential estimate for life of contract	Cost Each	Total Cost	Cost Each	Total Cost	Cost Each	Total Cost	Cost Each	Total Cost	Cost Each	Total Cost
B001	3/4" GJCTS IN-LINE BULLHEAD	FORD U48-33-6.5-G-NL	OR	MUELLER G10363N			1.00	\$	49.49	\$	49.49	\$	44.02	\$	44.02	\$	-
B002	3/4" GJCTS ANGLE BULLHEAD	U48H-43-6.5-G-NL					1.00	\$	52.05	\$	52.05	\$	58.23	\$	756.99	\$	64.50
B003	3/4" CORROSION STOP	FORD F100X-4-G-NL	OR	MUELLER G15009N			1.00	\$	39.30	\$	39.30	\$	37.30	\$	36.46	\$	36.00
B004	3/4" GJCTS IN-LINE CURB STOP W/ SWIVEL NUT	FORD B43-332W-G-NL	OR	MUELLER G24350N			1.00	\$	82.80	\$	82.80	\$	78.83	\$	78.83	\$	80.25
B005	3/4" GJCTS IN-LINE CURB STOP	FORD B41-333W-G-NL	OR	MUELLER G25170N			1.00	\$	72.38	\$	72.38	\$	68.88	\$	68.88	\$	76.87
B006	3/4" GJCTS ANGLE CURB STOP W/ SWIVEL NUT	FORD KV43-332W-G-NL	OR	MUELLER G14259N			1.00	\$	47.83	\$	908.72	\$	45.49	\$	864.31	\$	46.50
B007	3/4" GJCTS X MALE LP	FORD C44-33-G-NL	OR	MUELLER G15403N			19.00	\$	18.02	\$	18.02	\$	17.13	\$	17.13	\$	17.50
B008	3/4" GJCTS X FEMALE LP	FORD C108-33-G-NL	OR	MUELLER G15451N			1.00	\$	19.92	\$	19.92	\$	18.03	\$	18.03	\$	18.50
B009	3/4" GJCTS X MALE LP .90	FORD L84-33-G-NL	OR	MUELLER G15031N			13.00	\$	19.71	\$	256.06	\$	15.77	\$	244.01	\$	19.25
B010	3/4" GJCTS X FEMALE LP .90	FORD L14-33-G-NL	OR	MUELLER G15033N			6.00	\$	25.57	\$	153.45	\$	24.62	\$	147.60	\$	23.72
B011	3/4" GJCTS COUPLING	FORD C44-33-G-NL	OR	MUELLER G15403N			1.00	\$	21.93	\$	21.93	\$	20.88	\$	20.88	\$	21.25
B012	3/4" GJCTS COUPLING	FORD L44-33-G-NL	OR	MUELLER G15063N			6.00	\$	26.33	\$	170.38	\$	25.28	\$	161.68	\$	27.50
B013	3/4" PJPVC X MALE LP	FORD C87-33-G-NL	OR	MUELLER E15429N			1.00	\$	23.88	\$	23.88	\$	22.69	\$	22.69	\$	23.25
B014	3/4" PJPVC X FEMALE LP	FORD C17-33-G-NL	OR	MUELLER E15454N			1.00	\$	23.70	\$	23.70	\$	22.53	\$	22.53	\$	23.25
B015	3/4" PJPVC X MALE LP .90	FORD L87-33-NL	OR	MUELLER			1.00	\$	26.34	\$	342.48	\$	2.82	\$	36.66	\$	334.75
B016	3/4" PJPVC X FEMALE LP .90	FORD L17-33-NL	OR	MUELLER			1.00	\$	37.53	\$	487.87	\$	22.53	\$	292.59	\$	471.25
B017	3/4" PJPVC COUPLING	FORD C77-33-NL	OR	MUELLER E15434N			1.00	\$	32.03	\$	32.03	\$	30.50	\$	30.50	\$	31.00
B018	3/4" PJPVC .90	FORD F17-33-NL	OR	MUELLER			1.00	\$	37.90	\$	492.66	\$	36.07	\$	468.91	\$	474.50
B019	1" GJCTS IN-LINE BULLHEAD	FORD U48-43-6.5-G-NL	OR	MUELLER G10363N			3.00	\$	52.05	\$	156.14	\$	50.41	\$	151.23	\$	151.50
B020	1" GJCTS ANGLE BULLHEAD	FORD U48H-43-6.5-G-NL	OR	MUELLER			3.00	\$	61.17	\$	183.52	\$	59.21	\$	177.60	\$	180.00
B021	1" CORROSION STOP	FORD F100X-4-G-NL	OR	MUELLER G15009N			1.00	\$	49.45	\$	891.72	\$	46.54	\$	46.54	\$	57.00
B022	1" GJCTS IN-LINE CURB STOP W/ SWIVEL NUT	FORD B43-444W-G-NL	OR	MUELLER G24350N			1.00	\$	122.47	\$	122.47	\$	116.54	\$	116.54	\$	118.50
B023	1" GJCTS IN-LINE CURB STOP	FORD B41-444W-G-NL	OR	MUELLER G25170N			1.00	\$	109.83	\$	124.44	\$	105.60	\$	528.00	\$	591.25
B024	1" GJCTS ANGLE CURB STOP W/ SWIVEL NUT	FORD KV43-444W-G-NL	OR	MUELLER G14259N			25.00	\$	65.44	\$	1,635.92	\$	62.28	\$	1,557.00	\$	1,581.25
B025	1" GJCTS ANGLE CURB STOP W/ SWIVEL NUT	FORD KV43-444W-G-NL	OR	MUELLER G14259N			3.00	\$	52.99	\$	158.96	\$	50.93	\$	152.79	\$	153.75
B026	1" GJCTS X MALE LP	FORD C84-44-G-NL	OR	MUELLER G15428N			1.00	\$	21.35	\$	21.35	\$	20.30	\$	20.30	\$	20.75

B027	1" GJ(CTS) X FEMALE LP	FORD C14-44-G-NL	OR	MUELLER G15451N	6.00	\$	25.70	\$	154.21	\$	24.47	\$	146.82	\$	24.74	\$	148.44	\$	23.86	\$	143.16	\$	24.75	\$	148.50
B028	1" X 3/4" GJ(CTS) X MALE LP	FORD C84-34-G-NL	OR	MUELLER G15428N	1.00	\$	19.94	\$	19.94	\$	18.98	\$	18.98	\$	19.19	\$	19.19	\$	18.50	\$	18.50	\$	19.25	\$	19.25
B029	1" X 3/4" GJ(CTS) X FEMALE LP	FORD C14-34-G-NL	OR	MUELLER G15451N	1.00	\$	22.32	\$	22.32	\$	21.23	\$	21.23	\$	21.47	\$	21.47	\$	20.70	\$	20.70	\$	21.50	\$	21.50
B030	1" GJ(CTS) X MALE LP	FORD L84-44-G-NL	OR	MUELLER G15533N	1.00	\$	32.83	\$	32.83	\$	31.22	\$	31.22	\$	31.50	\$	31.50	\$	30.44	\$	30.44	\$	31.75	\$	31.75
B031	1" GJ(CTS) X FEMALE LP 90	FORD L14-44-G-NL	OR	MUELLER G15533N	1.00	\$	41.68	\$	41.68	\$	39.66	\$	39.66	\$	40.01	\$	40.01	\$	38.67	\$	38.67	\$	40.25	\$	40.25
B032	1" X 3/4" GJ(CTS) X MALE LP 90	FORD L84-34-G-NL	OR	MUELLER G15531N	1.00	\$	26.75	\$	26.75	\$	25.47	\$	25.47	\$	25.75	\$	25.75	\$	24.83	\$	24.83	\$	25.75	\$	25.75
B033	1" GJ(CTS) COUPLING	FORD C44-44-G-NL	OR	MUELLER G15403N	19.00	\$	25.09	\$	476.75	\$	23.88	\$	453.72	\$	24.16	\$	459.04	\$	23.28	\$	442.32	\$	24.25	\$	460.75
B034	1" GJ(CTS) 90	FORD L44-44-G-NL	OR	MUELLER G15528N	5.00	\$	36.46	\$	182.30	\$	34.64	\$	173.20	\$	35.03	\$	175.15	\$	33.78	\$	168.90	\$	35.25	\$	176.25
B035	1" X 3/4" GJ(CTS) COUPLING	FORD C44-34-G-NL	OR	MUELLER G15403N	1.00	\$	25.48	\$	25.48	\$	24.26	\$	24.26	\$	24.53	\$	24.53	\$	23.65	\$	23.65	\$	24.75	\$	24.75
B036	1" PJP(VCI) X MALE LP	FORD C87-44-NL	OR	MUELLER V15442N	13.00	\$	37.22	\$	483.84	\$	35.43	\$	460.59	\$	35.83	\$	465.70	\$	34.55	\$	448.15	\$	35.00	\$	468.00
B037	1" PJP(VCI) X FEMALE LP	FORD C17-44-NL	OR	MUELLER V15442N	13.00	\$	36.54	\$	475.02	\$	34.76	\$	451.88	\$	35.15	\$	456.95	\$	33.89	\$	440.57	\$	35.50	\$	461.50
B038	1" X 3/4" PJP(VCI) X MALE LP	FORD C87-34-NL	OR	MUELLER V15440N	1.00	\$	35.62	\$	35.62	\$	33.89	\$	33.89	\$	34.27	\$	34.27	\$	33.04	\$	33.04	\$	34.50	\$	34.50
B039	1" X 3/4" PJP(VCI) X FEMALE LP	FORD C17-34-NL	OR	MUELLER V15442N	6.00	\$	37.33	\$	224.00	\$	35.50	\$	213.00	\$	35.90	\$	215.40	\$	34.62	\$	207.72	\$	36.25	\$	217.50
B040	1" PJP(VCI) X MALE LP 90	FORD L87-44-NL	OR	MUELLER	13.00	\$	43.06	\$	559.75	\$	40.96	\$	532.48	\$	41.32	\$	537.16	\$	39.93	\$	519.09	\$	41.75	\$	542.75
B041	1" PJP(VCI) X FEMALE LP 90	FORD L17-44-NL	OR	MUELLER	13.00	\$	37.05	\$	481.60	\$	36.30	\$	471.90	\$	36.66	\$	476.38	\$	35.40	\$	460.20	\$	37.00	\$	484.00
B042	1" X 3/4" PJP(VCI) X MALE LP 90	FORD L87-34-NL	OR	MUELLER	6.00	\$	43.69	\$	262.07	\$	36.31	\$	217.86	\$	36.64	\$	219.84	\$	35.41	\$	212.46	\$		\$	
B043	1" PJP(VCI) COUPLING	FORD C77-44-NL	OR	MUELLER V15441N	13.00	\$	54.40	\$	328.41	\$	51.76	\$	310.56	\$	52.34	\$	314.04	\$	50.47	\$	303.82	\$	53.00	\$	318.00
B044	1" PJP(VCI) 90	FORD L77-44-NL	OR	MUELLER	6.00	\$	66.95	\$	870.40	\$	63.70	\$	828.10	\$	64.27	\$	835.51	\$	62.11	\$	807.43	\$	64.75	\$	841.75
B045	1" X 3/4" PJP(VCI) COUPLING	FORD C77-34-NL	OR	MUELLER V15441N	6.00	\$	43.71	\$	282.28	\$	41.59	\$	249.54	\$	42.06	\$	252.36	\$	40.55	\$	243.41	\$	42.25	\$	253.50
B046	1/2" GJ(CTS) 90	FORD C44-46-G-NL	OR	MUELLER G15528N	1.00	\$	116.87	\$	116.87	\$	111.27	\$	111.27	\$	112.26	\$	112.26	\$	108.48	\$	108.48	\$	113.00	\$	113.00
B047	1/2" PJP(VCI) 90	FORD L77-46-NL	OR	MUELLER	1.00	\$	153.01	\$	153.01	\$	150.82	\$	150.82	\$	150.82	\$	150.82	\$	147.08	\$	147.08	\$	148.00	\$	148.00
B048	1/2" GJ(CTS) COUPLING	FORD C44-46-G-NL	OR	MUELLER G15403N	1.00	\$	83.97	\$	83.97	\$	79.90	\$	79.90	\$	80.62	\$	80.62	\$	77.91	\$	77.91	\$	81.25	\$	81.25
B049	1/2" PJP(VCI) COUPLING	FORD C77-46-NL	OR	MUELLER V15441N	1.00	\$	106.17	\$	106.17	\$	100.99	\$	100.99	\$	101.89	\$	101.89	\$	98.47	\$	98.47	\$	102.75	\$	102.75
B050	1/2" GJ(CTS) X MALE LP	FORD C84-46-G-NL	OR	MUELLER G15428N	1.00	\$	58.45	\$	58.45	\$	55.60	\$	55.60	\$	56.22	\$	56.22	\$	54.21	\$	54.21	\$	56.75	\$	56.75
B051	1/2" GJ(CTS) X FEMALE LP	FORD C14-46-G-NL	OR	MUELLER G15451N	1.00	\$	74.78	\$	74.78	\$	71.12	\$	71.12	\$	71.66	\$	71.66	\$	69.35	\$	69.35	\$	72.50	\$	72.50
B052	1/2" PJP(VCI) X MALE LP	FORD C87-46-NL	OR	MUELLER V15442N	1.00	\$	73.23	\$	73.23	\$	69.66	\$	69.66	\$	70.44	\$	70.44	\$	67.92	\$	67.92	\$	71.00	\$	71.00
B053	1/2" PJP(VCI) X FEMALE LP	FORD C17-46-NL	OR	MUELLER V15442N	1.00	\$	63.89	\$	83.09	\$	80.51	\$	80.51	\$	87.29	\$	87.29	\$	84.36	\$	84.36	\$	89.50	\$	89.50
B054	1/2" GJ(CTS) X FLANGE ANGLE CURB STOP	FORD FV43-66W-G-NL	OR	MUELLER G14277N	1.00	\$	222.87	\$	222.87	\$	215.62	\$	215.62	\$	217.56	\$	217.56	\$	210.25	\$	210.25	\$	215.75	\$	215.75
B055	1/2" GJ(CTS) X FEMALE INLINE CURB STOP	FORD B41-66W-G-NL	OR	MUELLER G25170N	1.00	\$	236.52	\$	236.52	\$	224.77	\$	224.77	\$	224.77	\$	224.77	\$	219.17	\$	219.17	\$	228.75	\$	228.75
B056	2" GJ(CTS) COUPLING	FORD C44-77-G-NL	OR	MUELLER	1.00	\$	113.39	\$	113.39	\$	107.86	\$	107.86	\$	107.86	\$	107.86	\$	105.17	\$	105.17	\$	109.75	\$	109.75
B057	2" GJ(CTS) 90	FORD L44-77-G-NL	OR	MUELLER G15528N	1.00	\$	226.64	\$	946.57	\$	225.11	\$	913.54	\$	225.11	\$	900.44	\$	219.50	\$	878.00	\$	218.75	\$	915.00
B058	2" PJP(VCI) COUPLING	FORD L17-77-NL	OR	MUELLER	1.00	\$	256.45	\$	256.45	\$	251.92	\$	251.92	\$	251.92	\$	249.33	\$	245.64	\$	245.64	\$	247.50	\$	247.50
B059	2" GJ(CTS) X MALE LP	FORD C84-77-G-NL	OR	MUELLER G15428N	4.00	\$	65.16	\$	340.64	\$	81.02	\$	324.08	\$	61.75	\$	327.00	\$	79.00	\$	315.00	\$	82.25	\$	325.00
B060	2" GJ(CTS) X FEMALE LP	FORD C14-77-G-NL	OR	MUELLER G15451N	1.00	\$	89.01	\$	356.05	\$	84.69	\$	338.76	\$	85.45	\$	341.80	\$	82.58	\$	330.32	\$	86.00	\$	344.00
B061	2" PJP(VCI) X FLANGE ANGLE CURB STOP	FORD FV73-77W-NL	OR	MUELLER	1.00	\$	480.30	\$	480.30	\$	267.28	\$	267.28	\$	267.28	\$	267.28	\$	260.62	\$	260.62	\$	464.25	\$	464.25
B062	2" PJP(VCI) COUPLING	FORD C77-77-NL	OR	MUELLER	3.00	\$	160.59	\$	481.76	\$	152.76	\$	458.28	\$	152.76	\$	458.28	\$	148.95	\$	446.85	\$	156.25	\$	465.75
B063	2" PJP(VCI) COUPLING	FORD C87-77-NL	OR	MUELLER V15440N	1.00	\$	406.36	\$	406.36	\$	101.22	\$	404.86	\$	102.13	\$	406.62	\$	98.70	\$	394.80	\$	106.75	\$	410.00
B064	2" PJP(VCI) X FEMALE LP	FORD C17-77-NL	OR	MUELLER V15442N	3.00	\$	122.36	\$	386.79	\$	116.30	\$	348.90	\$	117.34	\$	352.00	\$	113.40	\$	340.20	\$	118.25	\$	354.75
B065	2" GJ(CTS) X FLANGE ANGLE CURB STOP	FORD FV43-77W-G-NL	OR	MUELLER G14277N	1.00	\$	286.10	\$	858.31	\$	276.81	\$	830.43	\$	276.81	\$	830.43	\$	269.91	\$	809.73	\$	275.75	\$	837.25
B066	2" PJP(VCI) X FLANGE ANGLE CURB STOP	FORD FV73-77W-NL	OR	MUELLER	3.00	\$	480.30	\$	480.30	\$	267.28	\$	267.28	\$	267.28	\$	267.28	\$	260.62	\$	260.62	\$	464.25	\$	464.25
						\$	18,867.92			\$	17,752.91			\$	17,765.97		Incomplete Bid	\$	16,406.70			\$	18,210.25		

#### Section C: DRESSER COUPLINGS

COB ID	Description	Specifications	Specifications	Historical quantity / potential estimate for life of contract
C001	3/4" TWO BOLT BLUE DRESSER COUPLING	HYMAX		1.00
C002	1" TWO BOLT BLUE DRESSER COUPLING	HYMAX		1.00
C003	2" TWO BOLT BLUE DRESSER COUPLING	HYMAX		1.00
C004	2" HYMAX DRESSER COUPLING	HYMAX		9.00
C005	3" HYMAX DRESSER COUPLING	HYMAX		1.00
C006	4" HYMAX DRESSER COUPLING	HYMAX		1.00
C007	6" HYMAX DRESSER COUPLING	HYMAX		3.00
C008	8" HYMAX DRESSER COUPLING	HYMAX		1.00
C009	8" FOUR BOLT CAST IRON COUPLING	HYMAX		1.00
C010	10" HYMAX DRESSER COUPLING	HYMAX		1.00
C011	10" SIX BOLT CAST IRON DRESSER COUPLING	HYMAX		1.00
C012	12" HYMAX DRESSER COUPLING	HYMAX		1.00
C013	12" SIX BOLT CAST IRON DRESSER COUPLING	HYMAX		1.00
C014	4" MEGA LUGS FOR D.I. PIPE	MEGA LUGS		1.00
C015	4" MEGA LUGS WITH BOLT & GASKET SET FOR PVC	MEGA LUGS	AND INCLUDES BOLT AND GASKET SET	1.00
C016	6" MEGA LUGS FOR D.I. PIPE	MEGA LUGS		1.00
C017	6" MEGA LUGS WITH BOLT & GASKET SET FOR PVC	MEGA LUGS	AND INCLUDES BOLT AND GASKET SET	1.00
C018	8" MEGA LUGS FOR D.I. PIPE	MEGA LUGS		1.00
C019	8" MEGA LUGS WITH BOLT & GASKET SET FOR PVC	MEGA LUGS	AND INCLUDES BOLT AND GASKET SET	1.00
C020	10" MEGA LUGS FOR D.I. PIPE	MEGA LUGS		1.00
C021	10" MEGA LUGS WITH BOLT & GASKET SET FOR PVC	MEGA LUGS	AND INCLUDES BOLT AND GASKET SET	1.00
C022	12" MEGA LUGS FOR D.I. PIPE	MEGA LUGS		1.00
C023	12" MEGA LUGS WITH BOLT & GASKET SET FOR PVC	MEGA LUGS	AND INCLUDES BOLT AND GASKET SET	1.00
C024	16" MEGA LUGS FOR D.I. PIPE	MEGA LUGS		1.00
C025	16" MEGA LUGS WITH BOLT & GASKET SET FOR PVC	MEGA LUGS	AND INCLUDES BOLT AND GASKET SET	1.00
C026	3" MEGA LUGS FOR D.I. PIPE	MEGA LUGS		1.00
C027	3" MEGA LUGS WITH BOLT & GASKET SET FOR PVC	MEGA LUGS	AND INCLUDES BOLT AND GASKET SET	1.00
C028	4" MEGA LUGS FOR PVC	MEGA LUGS		1.00
C029	6" MEGA LUGS FOR PVC	MEGA LUGS		1.00
C030	8" MEGA LUGS FOR PVC	MEGA LUGS		1.00
C031	10" MEGA LUGS FOR PVC	MEGA LUGS		1.00
C032	12" MEGA LUGS FOR PVC	MEGA LUGS		1.00
C033	16" MEGA LUGS FOR PVC	MEGA LUGS		1.00

#### Consolidated Pipe

Cost Each		Total Cost	Cost Each		Total Cost	Cost Each		Total Cost	Cost Each		Total Cost	Cost Each		Total Cost	Cost Each		Total Cost
	\$	-	\$	34.49	34.49	\$	30.67		\$	-	\$	28.25	\$	28.25			
	\$	-	\$	35.69	35.69	\$	32.48		\$	-	\$	29.25	\$	29.25			
\$	142.14	\$	50.56	43.58	43.58						\$	47.65	\$	47.65			
\$	1,279.24	\$	1,234.18	1,236.60	1,236.60		1,236.60	\$	1,236.60	\$	1,236.60	\$	97.50	\$	97.50		
\$	187.51	\$	179.44	182.27	182.27		182.27	\$	175.41	\$	175.41	\$	128.75	\$	128.75		
\$	240.28	\$	229.93	233.56	233.56		233.56	\$	224.77	\$	224.77	\$	161.50	\$	161.50		
\$	318.21	\$	304.52	309.32	309.32		309.32	\$	297.68	\$	297.68	\$	213.25	\$	213.25		
\$	359.26	\$	343.81	349.23	349.23		349.23	\$	336.09	\$	336.09	\$	241.50	\$	241.50		
\$	-	\$	156.76	156.76	156.76		156.76					\$	190.75	\$	190.75		
\$	460.17	\$	467.66	467.66	467.66		467.66	\$	432.35	\$	432.35	\$	307.50	\$	307.50		
\$	488.87	\$	217.64	328.67	328.67		328.67					\$	314.12	\$	314.12		
\$	200.68	\$	624.56	624.56	624.56		624.56	\$	530.27	\$	530.27	\$	375.50	\$	375.50		
\$	652.62	\$	262.05	396.46	396.46		396.46					\$	400.00	\$	400.00		
\$	26.11	\$	30.29	30.29	30.29		30.29	\$	25.82	\$	25.82	\$	26.75	\$	26.75		
\$	47.22	\$	58.88	58.88	58.88		58.88					\$	46.25	\$	46.25		
\$	30.71	\$	35.63	35.63	35.63		35.63					\$	31.50	\$	31.50		
\$	59.11	\$	71.07	71.07	71.07		71.07	\$	58.44	\$	58.44	\$	174.00	\$	174.00		
\$	46.15	\$	53.53	53.53	53.53		53.53	\$	45.63	\$	45.63	\$	47.25	\$	47.25		
\$	79.75	\$	285.87	285.87	285.87		285.87	\$	78.84	\$	78.84	\$	234.75	\$	234.75		
\$	68.39	\$	79.33	79.33	79.33		79.33	\$	67.61	\$	67.61	\$	70.25	\$	70.25		
\$	138.85	\$	165.43	165.43	165.43		165.43	\$	137.27	\$	137.27	\$	135.25	\$	135.25		
\$	99.66	\$	115.60	115.60	115.60		115.60	\$	98.52	\$	98.52	\$	102.50	\$	102.50		
\$	145.72	\$	173.51	173.51	173.51		173.51	\$	143.23	\$	143.23	\$	142.25	\$	142.25		
\$	198.78	\$	218.99	218.99	218.99		218.99	\$	166.64	\$	166.64	\$	183.50	\$	183.50		
\$	300.24	\$	348.43	348.43	348.43		348.43	\$	293.49	\$	293.49	\$	295.25	\$	295.25		
\$	24.64	\$	28.59	28.59	28.59		28.59	\$	24.36	\$	24.36	\$	24.25	\$	24.25		
\$	43.86	\$	52.32	52.32	52.32		52.32	\$	43.36	\$	43.36	\$	43.25	\$	43.25		
\$	31.62	\$	38.35	38.35	38.35		38.35	\$	31.27	\$	31.27	\$	32.50	\$	32.50		
\$	38.43	\$	46.60	46.60	46.60		46.60	\$	37.99	\$	37.99	\$	41.25	\$	41.25		
\$	66.62	\$	68.89	68.89	68.89		68.89	\$	56.17	\$	56.17	\$	68.75	\$	68.75		
\$	107.38	\$	130.23	130.23	130.23		130.23	\$	106.16	\$	106.16	\$	110.25	\$	110.25		
\$	113.08	\$	137.13	137.13	137.13		137.13	\$	111.80	\$	111.80	\$	118.25	\$	118.25		
\$	250.80	\$	290.93	290.93	290.93		290.93	\$	245.17	\$	245.17	\$	266.75	\$	266.75		
Incomplete	\$	7,530.69	\$	7,656.00	7,656.00		7,656.00	\$	7,391.47	Incomplete Bid	\$	3,768.70	\$	6,204.81			

				\$ 12,425.77	\$ 8,768.75	\$ 6,276.91		\$ 7,792.50							
Section E: TAPPING SADDLES				Consolidated Pipe				Core & Main		Ferguson		Fortilne		Johnson County WinWater	
COB ID	Description	Specifications		Specifications	Historical quantity / potential estimate for life of contract	Cost Each	Total Cost	Cost Each	Total Cost	Cost Each	Total Cost	Cost Each	Total Cost	Cost Each	Total Cost
E001	2" X 3/4" CC THREAD	Smith Blair			1.00	\$ 23.41	\$ 23.41	\$ 73.16	\$ 73.16	\$ 58.28	\$ 58.28	\$ -	\$ -	\$ 65.00	\$ 65.00
E002	4" X 3/4" CC THREAD	Smith Blair			1.00	\$ 27.05	\$ 27.05	\$ 70.30	\$ 70.30	\$ 55.99	\$ 55.99	\$ -	\$ -	\$ 62.50	\$ 62.50
E003	6" X 3/4" CC THREAD	Smith Blair			1.00	\$ 33.53	\$ 33.53	\$ 80.78	\$ 80.78	\$ 64.32	\$ 64.32	\$ -	\$ -	\$ 71.75	\$ 71.75
E004	8" X 3/4" CC THREAD	Smith Blair			1.00	\$ 40.23	\$ 40.23	\$ 95.44	\$ 95.44	\$ 76.00	\$ 76.00	\$ -	\$ -	\$ 84.75	\$ 84.75
E005	10" X 3/4" CC THREAD	Smith Blair			1.00	\$ 46.86	\$ 46.86	\$ 113.43	\$ 113.43	\$ 90.32	\$ 90.32	\$ -	\$ -	\$ 100.75	\$ 100.75
E006	12" X 3/4" CC THREAD	Smith Blair			1.00	\$ 50.39	\$ 50.39	\$ 132.01	\$ 132.01	\$ 105.13	\$ 105.13	\$ -	\$ -	\$ 117.25	\$ 117.25
E007	2" X 1" CC THREAD	Smith Blair			8.00	\$ 23.41	\$ 187.31	\$ 73.16	\$ 585.28	\$ 58.28	\$ 466.24	\$ -	\$ -	\$ 65.00	\$ 520.00
E008	4" X 1" CC THREAD	Smith Blair			1.00	\$ 27.05	\$ 27.05	\$ 70.30	\$ 70.30	\$ 55.99	\$ 55.99	\$ -	\$ -	\$ 62.50	\$ 62.50
E009	6" X 1" CC THREAD	Smith Blair			1.00	\$ 34.14	\$ 34.14	\$ 80.78	\$ 80.78	\$ 64.32	\$ 64.32	\$ -	\$ -	\$ 71.75	\$ 71.75
E010	8" X 1" CC THREAD	Smith Blair			1.00	\$ 40.23	\$ 40.23	\$ 95.44	\$ 95.44	\$ 76.00	\$ 76.00	\$ -	\$ -	\$ 84.75	\$ 84.75
E011	10" X 1" CC THREAD	Smith Blair			1.00	\$ 46.86	\$ 46.86	\$ 113.43	\$ 113.43	\$ 90.32	\$ 90.32	\$ -	\$ -	\$ 100.75	\$ 100.75
E012	12" X 1" CC THREAD	Smith Blair			1.00	\$ 50.39	\$ 50.39	\$ 132.01	\$ 132.01	\$ 105.13	\$ 105.13	\$ -	\$ -	\$ 117.25	\$ 117.25
E013	4" X 2" I.P. THREAD	Smith Blair			1.00	\$ 37.84	\$ 37.84	\$ 84.68	\$ 84.68	\$ 67.43	\$ 67.43	\$ -	\$ -	\$ 75.25	\$ 75.25
E014	6" X 2" I.P. THREAD	Smith Blair			1.00	\$ 47.22	\$ 47.22	\$ 96.81	\$ 96.81	\$ 77.09	\$ 77.09	\$ -	\$ -	\$ 86.00	\$ 86.00
E015	8" X 2" I.P. THREAD	Smith Blair			6.00	\$ 59.63	\$ 357.79	\$ 112.68	\$ 676.08	\$ 89.73	\$ 538.38	\$ -	\$ -	\$ 100.25	\$ 601.50
E016	10" X 2" I.P. THREAD	Smith Blair			1.00	\$ 72.01	\$ 72.01	\$ 131.58	\$ 131.58	\$ 104.78	\$ 104.78	\$ -	\$ -	\$ 117.00	\$ 117.00
E017	12" X 2" I.P. THREAD	Smith Blair			1.00	\$ 73.33	\$ 73.33	\$ 151.24	\$ 151.24	\$ 120.44	\$ 120.44	\$ -	\$ -	\$ 134.50	\$ 134.50
						\$ 1,195.64		\$ 2,782.75		\$ 2,216.16				\$ 2,473.25	
Section F: SEWER FITTINGS & COUPLINGS				Consolidated Pipe				Core & Main		Ferguson		Fortilne		Johnson County WinWater	
COB ID	Description	Specifications		Specifications	Historical quantity / potential estimate for life of contract	Cost Each	Total Cost	Cost Each	Total Cost	Cost Each	Total Cost	Cost Each	Total Cost	Cost Each	Total Cost
F001	3" GEM CAP	NO SPECIFICATIONS			1.00	\$ 2.09	\$ 2.09	\$ 2.93	\$ 2.93	\$ 6.27	\$ 6.27	\$ -	\$ -	\$ 6.50	\$ 6.50
F002	3" PVC/CAST IRON X PVC/CAST IRON	NO SPECIFICATIONS			13.00	\$ 4.17	\$ 54.24	\$ 4.40	\$ 57.20	\$ 4.29	\$ 55.77	\$ -	\$ -	\$ 4.25	\$ 55.25
F003	4" GEM CAP	NO SPECIFICATIONS			1.00	\$ 2.57	\$ 2.57	\$ 3.28	\$ 3.28	\$ 8.04	\$ 8.04	\$ -	\$ -	\$ 7.50	\$ 7.50
F004	4" PVC/CAST IRON X CLAY	NO SPECIFICATIONS			1.00	\$ 5.15	\$ 5.15	\$ 5.51	\$ 5.51	\$ 5.38	\$ 5.38	\$ 5.51	\$ 5.51	\$ 5.25	\$ 5.25
F005	4" PVC/CAST IRON X CONCRETE	NO SPECIFICATIONS			1.00	\$ 5.15	\$ 5.15	\$ 5.51	\$ 5.51	\$ 5.38	\$ 5.38	\$ 5.51	\$ 5.51	\$ 5.25	\$ 5.25
F006	4" PVC/CAST IRON X PVC/CAST IRON	NO SPECIFICATIONS			25.00	\$ 4.78	\$ 119.54	\$ 5.51	\$ 137.75	\$ 5.38	\$ 134.50	\$ 5.51	\$ 137.75	\$ 5.25	\$ 131.25
F007	6" PVC/CAST IRON X CLAY	NO SPECIFICATIONS			3.00	\$ 11.03	\$ 33.10	\$ 13.04	\$ 39.12	\$ 11.50	\$ 34.50	\$ 11.80	\$ 35.40	\$ 10.50	\$ 31.50
F008	6" PVC/CAST IRON X CONCRETE	NO SPECIFICATIONS			6.00	\$ 11.03	\$ 66.21	\$ 13.04	\$ 78.24	\$ 12.72	\$ 76.32	\$ 13.05	\$ 78.30	\$ 11.75	\$ 70.50
F009	6" PVC/CAST IRON X PVC/CAST IRON	NO SPECIFICATIONS			13.00	\$ 11.03	\$ 143.45	\$ 11.79	\$ 153.27	\$ 11.50	\$ 148.50	\$ 11.80	\$ 153.40	\$ 10.50	\$ 136.50
F010	8" PVC/CAST IRON X CLAY	NO SPECIFICATIONS			1.00	\$ 16.92	\$ 16.92	\$ 18.14	\$ 18.14	\$ 17.70	\$ 17.70	\$ 18.14	\$ 18.14	\$ 16.50	\$ 16.50
F011	8" PVC/CAST IRON X CONCRETE	NO SPECIFICATIONS			3.00	\$ 16.92	\$ 50.76	\$ 18.14	\$ 54.42	\$ 17.70	\$ 53.10	\$ 18.14	\$ 54.42	\$ 16.50	\$ 49.50
F012	8" PVC/CAST IRON X PVC/CAST IRON	NO SPECIFICATIONS			3.00	\$ 16.92	\$ 50.76	\$ 18.14	\$ 54.42	\$ 17.70	\$ 53.10	\$ 18.14	\$ 54.42	\$ 16.50	\$ 49.50
F013	10" PVC/CAST IRON X CLAY	NO SPECIFICATIONS			1.00	\$ 22.90	\$ 22.90	\$ 27.23	\$ 27.23	\$ 26.56	\$ 26.56	\$ 27.24	\$ 27.24	\$ 24.50	\$ 24.50
F014	10" PVC/CAST IRON X CONCRETE	NO SPECIFICATIONS			1.00	\$ 22.90	\$ 22.90	\$ 27.23	\$ 27.23	\$ 26.56	\$ 26.56	\$ 27.24	\$ 27.24	\$ 24.50	\$ 24.50
F015	10" PVC/CAST IRON X PVC/CAST IRON	NO SPECIFICATIONS			1.00	\$ 22.90	\$ 22.90	\$ 27.23	\$ 27.23	\$ 26.56	\$ 26.56	\$ 27.24	\$ 27.24	\$ 24.50	\$ 24.50
F016	12" PVC/CAST IRON X CLAY	NO SPECIFICATIONS			1.00	\$ 27.37	\$ 27.37	\$ 31.76	\$ 31.76	\$ 30.99	\$ 30.99	\$ 31.78	\$ 31.78	\$ 28.50	\$ 28.50
F017	12" PVC/CAST IRON X CONCRETE	NO SPECIFICATIONS			1.00	\$ 27.37	\$ 27.37	\$ 31.76	\$ 31.76	\$ 30.99	\$ 30.99	\$ 31.78	\$ 31.78	\$ 28.50	\$ 28.50
F018	12" PVC/CAST IRON X PVC/CAST IRON	NO SPECIFICATIONS			1.00	\$ 27.37	\$ 27.37	\$ 31.76	\$ 31.76	\$ 30.99	\$ 30.99	\$ 31.78	\$ 31.78	\$ 28.50	\$ 28.50
F019	15" PVC/CAST IRON X CLAY	NO SPECIFICATIONS			1.00	\$ 42.20	\$ 42.20	\$ 49.95	\$ 49.95	\$ 48.73	\$ 48.73	\$ 124.83	\$ 124.83	\$ 45.25	\$ 45.25
F020	15" PVC/CAST IRON X CONCRETE	NO SPECIFICATIONS			1.00	\$ 42.20	\$ 42.20	\$ 49.95	\$ 49.95	\$ 48.73	\$ 48.73	\$ 124.83	\$ 124.83	\$ 45.25	\$ 45.25
F021	15" PVC/CAST IRON X PVC/CAST IRON	NO SPECIFICATIONS			1.00	\$ 42.20	\$ 42.20	\$ 49.95	\$ 49.95	\$ 48.73	\$ 48.73	\$ 124.83	\$ 124.83	\$ 45.25	\$ 45.25
F022	4" SEWER SADDLE	FERMO TEST 4 OR EQUIVALENT			23.00	\$ 41.46	\$ 953.57	\$ 58.95	\$ 1,342.05	\$ 48.31	\$ 1,111.13	\$ 42.88	\$ 981.64	\$ 45.50	\$ 1,046.50
F023	6" WYE SEWER	NO SPECIFICATIONS			1.00	\$ 43.84	\$ 43.84	\$ 46.35	\$ 46.35	\$ 56.93	\$ 56.93	\$ 43.34	\$ 43.34	\$ 48.50	\$ 48.50
F024	6" 45 GASKETED ELBOW SEWER	NO SPECIFICATIONS			1.00	\$ 22.49	\$ 22.49	\$ 23.76	\$ 23.76	\$ 23.85	\$ 23.85	\$ 22.22	\$ 22.22	\$ 24.50	\$ 24.50
F025	6" 90 GASKETED ELBOW SEWER	NO SPECIFICATIONS			1.00	\$ 25.63	\$ 25.63	\$ 74.95	\$ 74.95	\$ 75.22	\$ 75.22	\$ 70.09	\$ 70.09	\$ 77.00	\$ 77.00
F026	3" x 4" PVC/CAST IRON X PVC/CAST IRON	NO SPECIFICATIONS			32.00	\$ 5.56	\$ 178.02	\$ 5.94	\$ 190.08	\$ 5.79	\$ 185.28	\$ -	\$ -	\$ 5.50	\$ 176.00
						\$ 2,061.18		\$ 2,650.23		\$ 2,406.32		\$ 2,277.66		\$ 2,264.50	
Section G: YARD				Consolidated Pipe				Core & Main		Ferguson		Fortilne		Johnson County WinWater	
COB ID	Description	Specifications		Specifications	Historical quantity / potential estimate for life of contract	Cost Each	Total Cost	Cost Each	Total Cost	Cost Each	Total Cost	Cost Each	Total Cost	Cost Each	Total Cost
G001	PVC PIPE 2" X 20' BELLED SCH-40 (LF)	NO SPECIFICATIONS			75.00	\$ 1.78	\$ 133.50	\$ 3.23	\$ 242.25	\$ 1.29	\$ 96.45	\$ -	\$ -	\$ 2.00	\$ 150.00
G002	PVC PIPE 3" SCH-40 (LF)	NO SPECIFICATIONS			50.00	\$ 3.89	\$ 194.50	\$ 4.66	\$ 233.00	\$ 2.45	\$ 122.50	\$ -	\$ -	\$ 3.25	\$ 162.50
G003	4" X 20' PVC PIPE C-900 (LF)	NO SPECIFICATIONS		C900 DR18	275.00	\$ 6.26	\$ 1,721.50	\$ 8.93	\$ 2,490.75	\$ 5.77	\$ 1,586.75	\$ -	\$ -	\$ 6.05	\$ 1,663.75
G004	6" X 20' PVC PIPE C-900 (LF)	NO SPECIFICATIONS		C900 DR16	150.00	\$ 12.80	\$ 1,920.00	\$ 17.00	\$ 2,550.00	\$ 11.79	\$ 1,768.50	\$ -	\$ -	\$ 12.35	\$ 1,852.50
G005	8" X 20' PVC PIPE C-900 (LF)	NO SPECIFICATIONS		C900 DR18	150.00	\$ 21.94	\$ 3,291.00	\$ 29.16	\$ 4,374.00	\$ 20.21	\$ 3,031.50	\$ -	\$ -	\$ 21.15	\$ 3,172.50
G006	10" X 20' PVC PIPE C-900 (LF)	NO SPECIFICATIONS		C900 DR18	1.00	\$ 32.92	\$ 32.92	\$ 43.74	\$ 43.74	\$ 30.33	\$ 30.33	\$ -	\$ -	\$ 31.75	\$ 31.75
G007	12" X 20' PVC PIPE C-900 (LF)	NO SPECIFICATIONS		C900 DR18	1.00	\$ 46.35	\$ 46.35	\$ 61.60	\$ 61.60	\$ 42.71	\$ 42.71	\$ -	\$ -	\$ 44.75	\$ 44.75
G008	16" X 20' PVC PIPE C-900 (LF)	NO SPECIFICATIONS		C900 DR18	1.00	\$ -	\$ -	\$ 97.86	\$ 97.86	\$ 91.03	\$ 91.03	\$ -	\$ -	\$ 75.00	\$ 75.00
G009	4" X 14" SDR-35 (LF)	NO SPECIFICATIONS			245.00	\$ 2.47	\$ 605.15	\$ 3.29	\$ 806.05	\$ 2.30	\$ 563.50	\$ -	\$ -	\$ 2.40	\$ 588.00
G010	6" X 14" SDR-35 (LF)	NO SPECIFICATIONS			245.00	\$ 5.72	\$ 1,401.40	\$ 7.80	\$ 1,892.00	\$ 5.27	\$ 1,291.15	\$ -	\$ -	\$ 7.35	\$ 1,800.75
G011	8" X 14" SDR-35 (LF)	NO SPECIFICATIONS			35.00	\$ 10.41	\$ 364.35	\$ 13.81	\$ 483.35	\$ 9.60	\$ 336.00	\$ -	\$ -	\$ 13.25	\$ 463.75
G012	10" X 14" SDR-35 (LF)	NO SPECIFICATIONS			1.00	\$ 16.17	\$ 16.17	\$ 21.47	\$ 21.47	\$ 14.90	\$ 14.90	\$ -	\$ -	\$ 20.75	\$ 20.75
G013	12" X 14" SDR-35 (LF)	NO SPECIFICATIONS			1.00	\$ 30.83	\$ 30.83	\$ 30.90	\$ 30.90	\$ 21.45	\$ 21.45	\$ -	\$ -	\$ 29.75	\$ 29.75
G014	15" X 14" SDR-35 (LF)	NO SPECIFICATIONS			1.00	\$ 46.28	\$ 46.28	\$ 45.61	\$ 45.61	\$ 31.65	\$ 31.65	\$ -	\$ -	\$ 44.75	\$ 44.75
G015	24" MANHOLE RING AND LID w/ CITY OF BURLESON LOGO AND "DIPPED"	W/ CITY OF BURLESON LOGO AND "DIPPED"	AND	BASS & HAYS	6.00	\$ 344.00	\$ 2,064.00	\$ 547.11	\$ 3,282.66	\$ 559.27	\$ 3,355.6				



G034	3P OD X 24" ID X 2.25 CRETEX PRO RING RISER	CRETEX PRO RING SP-C3624F225			3.00	\$	86.77	\$	260.31	\$	111.33	\$	333.99	<b>93.30</b>	\$	<b>279.90</b>	\$	-	\$	80.50	\$	241.50	
G035	3P OD X 24" ID X 2.50 CRETEX PRO RING RISER	CRETEX PRO RING SP-C3624F250			3.00	\$	86.77	\$	260.31	\$	119.33	\$	357.99	<b>99.78</b>	\$	<b>299.34</b>	\$	-	\$	86.25	\$	258.75	
G036	3P OD X 24" ID X 4" CRETEX PRO RING RISER	CRETEX PRO RING SP-C3624G400P			8.00	\$	127.89	\$	1,023.08	\$	175.33	\$	1,402.64	<b>147.09</b>	\$	<b>1,176.72</b>	\$	-	\$	127.25	\$	1,018.00	
G037	3P OD X 24" ID X 4" CRETEX PRO RING RISER	CRETEX PRO RING SP-C3624G600P			10.00	\$	176.98	\$	1,769.77	\$	242.67	\$	2,426.70	<b>203.58</b>	\$	<b>2,035.80</b>	\$	-	\$	176.00	\$	1,760.00	
G038	M-1 ADHESIVE 28OZ CARTRIDGE	SP-C2H1ADHESIVE			1.00	\$	30.00	\$	30.00	\$	32.00	\$	32.00	<b>27.91</b>	\$	<b>27.91</b>	\$	-	\$	200.00	\$	200.00	
G039	255 CAULK DISPENSER GUN	SP-C2C2CAULKGUN			1.00	\$	20.00	\$	20.00	\$	373.33	\$	373.33	<b>313.20</b>	\$	<b>313.20</b>	\$	-	\$	40.00	\$	40.00	
G040	SHORTY STACK AND LID	NO SPECIFICATIONS			13.00	\$	67.01	\$	871.15	\$	81.33	\$	1,057.29	<b>54.67</b>	\$	<b>710.71</b>	\$	-	\$	116.00	\$	1,508.00	
G041	SHORTY STACK (LID ONLY)	NO SPECIFICATIONS			8.00	\$	15.17	\$	121.38	\$	19.33	\$	154.64	<b>16.36</b>	\$	<b>130.88</b>	\$	-	\$	33.00	\$	264.00	
G042	1" VALVE BOX LID ONLY	NO SPECIFICATIONS			6.00	\$	14.79	\$	48.76	\$	15.25	\$	95.50	<b>15.60</b>	\$	<b>93.60</b>	\$	-	\$	36.00	\$	216.00	
G043	1" VALVE BOX LID RISER	NO SPECIFICATIONS			1.00	\$	18.91	\$	18.91	\$	20.00	\$	20.00	<b>19.93</b>	\$	<b>19.93</b>	\$	-	\$	31.00	\$	31.00	
G044	2" VALVE BOX LID RISER	NO SPECIFICATIONS			1.00	\$	24.66	\$	24.66	\$	28.60	\$	28.60	<b>26.00</b>	\$	<b>26.00</b>	\$	-	\$	43.00	\$	43.00	
G045	4" VALVE BOX LID RISER	NO SPECIFICATIONS			1.00	\$	36.16	\$	36.16	\$	25.81	\$	25.81	<b>42.58</b>	\$	<b>42.58</b>	\$	-	\$	63.00	\$	63.00	
G046	VALVE BOX EXTENSION W/ LID SHORT (18"-24")	NO SPECIFICATIONS			4.00	\$	76.44	\$	305.75	\$	71.49	\$	285.96	<b>58.55</b>	\$	<b>234.20</b>	\$	-	\$	146.00	\$	584.00	
G047	VALVE BOX TOP SECTION ONLY (18"-24")	NO SPECIFICATIONS			4.00	\$	20.56	\$	82.21	\$	23.83	\$	95.32	<b>21.91</b>	\$	<b>87.64</b>	\$	-	\$	70.00	\$	280.00	
G048	VALVE BOX BOTTOM SECTION ONLY (18"-24")	NO SPECIFICATIONS			4.00	\$	38.63	\$	154.53	\$	32.41	\$	129.64	<b>29.80</b>	\$	<b>119.20</b>	\$	-	\$	69.00	\$	344.00	
G049	VALVE BOX EXTENSION W/ LID LONG (24"-36")	NO SPECIFICATIONS			4.00	\$	96.98	\$	387.91	\$	95.33	\$	381.32	<b>69.33</b>	\$	<b>277.32</b>	\$	-	\$	250.00	\$	1,000.00	
G050	VALVE BOX TOP SECTION ONLY (24"-36")	NO SPECIFICATIONS			4.00	\$	28.11	\$	112.46	\$	35.27	\$	141.08	<b>32.43</b>	\$	<b>129.72</b>	\$	-	\$	92.00	\$	368.00	
G051	VALVE BOX BOTTOM SECTION ONLY (24"-36")	NO SPECIFICATIONS			4.00	\$	38.63	\$	154.53	\$	44.80	\$	179.20	<b>40.73</b>	\$	<b>162.92</b>	\$	-	\$	112.00	\$	448.00	
G052	6" X 12" MJ CAST IRON SLEEVE/COUPLING	NO SPECIFICATIONS			4.00	\$	99.13	\$	396.51	\$	114.99	\$	459.96	<b>96.90</b>	\$	<b>387.60</b>	\$	-	\$	101.00	\$	404.00	
G053	8" X 12" MJ CAST IRON SLEEVE/COUPLING	NO SPECIFICATIONS			4.00	\$	159.21	\$	637.24	\$	184.80	\$	739.20	<b>155.73</b>	\$	<b>622.92</b>	\$	-	\$	183.25	\$	693.00	
G054	10" X 12" MJ CAST IRON SLEEVE/COUPLING	NO SPECIFICATIONS			3.00	\$	199.07	\$	572.00	\$	221.17	\$	683.51	<b>186.38</b>	\$	<b>559.14</b>	\$	-	\$	195.25	\$	585.75	
G055	12" X 12" MJ CAST IRON SLEEVE/COUPLING	NO SPECIFICATIONS			3.00	\$	256.41	\$	769.24	\$	297.44	\$	892.32	<b>247.87</b>	\$	<b>743.61</b>	\$	-	\$	262.50	\$	787.50	
G056	6" MJ CAST IRON TEE	NO SPECIFICATIONS			1.00	\$	156.78	\$	156.78	\$	181.87	\$	181.87	<b>153.26</b>	\$	<b>153.26</b>	\$	-	\$	160.50	\$	160.50	
G057	8" MJ CAST IRON TEE	NO SPECIFICATIONS			1.00	\$	234.67	\$	234.67	\$	272.21	\$	272.21	<b>226.84</b>	\$	<b>226.84</b>	\$	-	\$	240.25	\$	240.25	
G058	6" MJ CAST IRON CAPS	NO SPECIFICATIONS			1.00	\$	44.51	\$	44.51	\$	51.63	\$	51.63	<b>43.51</b>	\$	<b>43.51</b>	\$	-	\$	45.50	\$	45.50	
G059	8" MJ CAST IRON CAPS	NO SPECIFICATIONS			1.00	\$	72.83	\$	72.83	\$	84.48	\$	84.48	<b>71.19</b>	\$	<b>71.19</b>	Incomplete Bid	\$	5,841.46	\$	74.50	\$	74.50
							Incomplete Bid		\$	24,864.72			\$	34,651.38							\$	30,663.75	

#### Section H: VALVE & HYDRANT

COB ID	Description	Specifications	Historical quantity / potential estimate for life of contract
H001	2" I.P. X 1P. HANDWHEEL VALVE ( DOMESTIC)		3.00
H002	2" I.P. X 1P. SQUARE NUT VALVE (DOMESTIC)		3.00
H003	2" I.P. X FLANGE SQUARE NUT VALVE (DOMESTIC)		1.00
H004	2" FLANGE X FLANGE SQUARE NUT VALVE (DOMESTIC)		1.00
H005	4" MJ X MJ SQUARE NUT VALVE (DOMESTIC)		1.00
H006	4" MJ X FLANGE SQUARE NUT VALVE (DOMESTIC)		1.00
H007	4" FLANGE X FLANGE SQUARE NUT VALVE (DOMESTIC)		1.00
H008	6" MJ X MJ SQUARE NUT VALVE (DOMESTIC)		1.00
H009	6" MJ X FLANGE SQUARE NUT VALVE (DOMESTIC)		1.00
H010	6" FLANGE X FLANGE SQUARE NUT VALVE (DOMESTIC)		1.00
H011	8" MJ X MJ SQUARE NUT VALVE (DOMESTIC)		1.00
H012	8" MJ X FLANGE SQUARE NUT VALVE (DOMESTIC)		3.00
H013	8" FLANGE X FLANGE SQUARE NUT VALVE (DOMESTIC)		1.00
H014	4" BURIED HYDRANT - SILVER IN COLOR	CLOW MEDALLION OR MUELLER SUPER CENTURION	OR EJ WaterMaster SCD250
H015	6" BURIED HYDRANT - SILVER IN COLOR	CLOW MEDALLION OR MUELLER SUPER CENTURION	OR EJ WaterMaster SCD250
H016	2" FLANGE ACCESSORY KIT		1.00
H017	3" FLANGE ACCESSORY KIT		1.00
H018	4" FLANGE ACCESSORY KIT		1.00
H019	6" FLANGE ACCESSORY KIT		1.00
H020	8" FLANGE ACCESSORY KIT		1.00
H021	10" FLANGE ACCESSORY KIT		1.00
H022	12" FLANGE ACCESSORY KIT		1.00

#### Consolidated Pipe

	Cost Each	Total Cost	Cost Each	Total Cost	Cost Each	Total Cost	Cost Each	Total Cost	Cost Each	Total Cost
\$	434.97	\$ 1,304.90	\$ 422.10	\$ 1,266.30	447.04	\$ 1,341.12	\$		\$ 385.00	\$ 1,155.00
\$	434.97	\$ 1,304.90	\$ 422.10	\$ 1,266.30	389.08	\$ 1,167.24	\$		\$ 385.00	\$ 1,155.00
\$	-	NO BID			474.21	\$ 474.21	\$		\$ -	
\$	445.93	\$ 445.93	\$ 432.48	\$ 432.48	398.93	\$ 398.93	\$		\$ 395.00	\$ 395.00
\$	712.76	\$ 712.76	\$ 691.66	\$ 691.66	637.39	\$ 637.39	\$	594.00	\$ 594.00	\$ 594.00
\$	712.76	\$ 712.76	\$ 661.06	\$ 661.06	591.72	\$ 591.72	\$	566.00	\$ 566.00	\$ 566.00
\$	706.67	\$ 706.67	\$ 685.36	\$ 685.36	614.49	\$ 614.49	\$	593.00	\$ 593.00	\$ 593.00
\$	909.53	\$ 909.53	\$ 882.90	\$ 882.90	813.00	\$ 813.00	\$	748.00	\$ 748.00	\$ 748.00
\$	909.53	\$ 909.53	\$ 882.90	\$ 882.90	813.00	\$ 813.00	\$	756.00	\$ 756.00	\$ 756.00
\$	944.25	\$ 944.25	\$ 916.20	\$ 916.20	844.26	\$ 844.26	\$	793.00	\$ 793.00	\$ 793.00
\$	1,448.67	\$ 1,448.67	\$ 1,404.90	\$ 1,404.90	1,294.84	\$ 1,294.84	\$	1,205.00	\$ 1,205.00	\$ 1,205.00
\$	1,421.25	\$ 4,263.76	\$ 1,379.26	\$ 4,137.78	1,270.43	\$ 3,811.29	\$	1,182.00	\$ 3,546.00	\$ 3,855.00
\$	1,476.08	\$ 1,476.08	\$ 1,431.90	\$ 1,431.90	1,319.31	\$ 1,319.31	\$	1,218.00	\$ 1,320.00	\$ 1,320.00
\$	2,977.80	\$ 8,933.41	\$ 2,854.54	\$ 8,563.62	2,830.14	\$ 8,490.42	\$	2,525.00	\$ 7,575.00	\$ 8,100.00
\$	3,116.15	\$ 9,346.45	\$ 2,987.02	\$ 8,961.06	2,961.51	\$ 8,884.53	\$	2,642.00	\$ 7,926.00	\$ 8,400.00
\$	7.61	\$ 7.61	\$ 5.22	\$ 5.22	5.89	\$ 5.89	\$		\$ 10.00	\$ 10.00
\$	9.21	\$ 9.21	\$ 6.18	\$ 6.18	5.99	\$ 5.99	\$		\$ 10.00	\$ 10.00
\$	13.24	\$ 13.24	\$ 10.57	\$ 10.57	9.69	\$ 9.69	\$		\$ 11.00	\$ 11.00
\$	20.37	\$ 20.37	\$ 17.20	\$ 17.20	14.68	\$ 14.68	\$		\$ 15.00	\$ 15.00
\$	23.21	\$ 23.21	\$ 17.94	\$ 17.94	21.28	\$ 21.28	\$		\$ 18.00	\$ 18.00
\$	49.68	\$ 49.68	\$ 39.31	\$ 39.31	34.89	\$ 34.89	\$		\$ 35.00	\$ 35.00
\$	55.14	\$ 55.14	\$ 40.17	\$ 40.17	41.38	\$ 41.38	\$		\$ 38.00	\$ 38.00
		\$ 33,603.03		\$ 32,317.99		\$ 31,629.45	Incomplete Bid	\$ 25,510.00		\$ 30,162.00

#### Section I: METER BOXES

COB ID	Description	Specifications	Historical quantity / potential estimate for life of contract
I001	DOUBLE METER BOX	ALLIANCE D16-AMR-DU-SB	136.00
I002	DOUBLE METER BOX LID ONLY	ALLIANCE D16-AMR-DU-SB (LID ONLY)	100.00
I003	BOLTDOWN MINI VAULT	ROTEC: D1730-18-BD/SM	1.00
I004	DOUBLE CONCRETE METER BOX (BOX ONLY)	BHFI CMB18DUAL	1.00
I005	DOUBLE CONCRETE METER BOX CAST IRON LID (LID ONLY)	BHFI CMB18C	3.00
I006	DOUBLE CONCRETE METER BOX CAST IRON LID WITH PREDRILLED HOLE FOR ONE EXTERNAL ANTENNA (LID ONLY)		1.00
I007	66H CONCRETE VAULT METER BOX (BOX ONLY)	BHFI CMB65B66	1.00
I008	66H CONCRETE VAULT METER BOX CAST IRON LID (LID ONLY)	BHFI B65C	1.00
I009	66T CONCRETE VAULT METER BOX CAST IRON LID WITH PREDRILLED HOLES FOR TWO EXTERNAL ANTENNAS (LID ONLY)		1.00
I010	38C COMPLETE DOUBLE PLASTIC METER BOX AND LID	DFW38C-14-1A	3.00
I011	38C PLASTIC (LID ONLY)	DFW38C-1A-LID	1.00

#### Consolidated Pipe

Cost Each		Total Cost	Cost Each	Total Cost	Cost Each	Total Cost	Cost Each	Total Cost	Cost Each	Total Cost
\$	44.69	\$ 6,167.17	\$ 39.97	\$ 5,515.86	43.66	\$ 6,025.08	\$ -	\$ 42.00	\$	5,796.00
\$	9.92	\$ 991.95	\$ 7.77	\$ 777.00	8.60	\$ 860.00	\$ -	\$ 8.00	\$	800.00
\$	414.83	\$ 414.83	\$ 277.93	\$ 277.93	305.09	\$ 305.09	\$ -	\$ -	\$	-
\$	103.84	\$ 311.52	\$ 46.28	\$ 138.84	\$ -	\$ -	\$ -	\$ 90.00	\$	270.00
\$	94.46	\$ 283.38	\$ 91.31	\$ 273.93	91.31	\$ 273.93	\$ -	\$ 98.00	\$	294.00
\$	103.20	\$ 103.20	\$ 99.76	\$ 99.76	99.76	\$ 99.76	\$ -	\$ -	\$	-
\$	103.84	\$ 103.84	\$ 94.70	\$ 94.70	\$ -	\$ -	\$ -	\$ 210.00	\$	210.00
\$	189.14	\$ 189.14	\$ 214.02	\$ 214.02	214.02	\$ 214.02	\$ -	\$ 240.00	\$	240.00
\$	210.01	\$ 210.01	\$ 251.56	\$ 251.56	251.56	\$ 251.56	\$ -	\$ -	\$	-
\$	220.99	\$ 662.97	\$ 148.07	\$ 444.21	163.45	\$ 490.35	\$ -	\$ 150.00	\$	450.00
\$	75.60	\$ 75.60	\$ 50.66	\$ 50.66	55.91	\$ 55.91	\$ -	\$ 52.00	\$	52.00
\$ 9,513.60			\$ 8,138.47		\$ 8,575.70		Incomplete Bid		\$ 8,112.40	

K002	1 1/2" HUNTER GLOBE VALVE	HUNTER ICV151G, 1-1/2" NPT, 200 PSI	13.00		\$ -	\$ 135.11	\$ 1,756.43	139.00	\$ 1,807.00	\$ -	\$ 200.00	\$ 2,600.00
K003	HUNTER CONTROLLER	HUNTER SVC-100 w/ SOLENOID	13.00		\$ -	\$ 146.29	\$ 1,901.77	144.00	\$ 1,872.00	\$ -	\$ 200.00	\$ 2,600.00
K004	3" X 2" BRASS TEE		3.00		\$ -	\$ 442.65	\$ 1,327.95	392.28	\$ 1,176.84	\$ -	\$ 425.00	\$ 1,275.00
K005	3" PVC THREADED PLUG	Domestic	6.00	\$ 3.30	\$ 19.80	\$ 4.78	\$ 28.68	3.53	\$ 21.18	\$ -	\$ -	\$ -
K006	3" SDR35 PVC MALE X GLUE		1.00	\$ 16.22	\$ 16.22	\$ 4.05	\$ 4.05	18.19	\$ 18.19	\$ -	\$ -	\$ -
K007	3" SDR35 PVC PIPE		1.00		\$ -	\$ 5.02	\$ 5.02	NO BID	-	\$ -	\$ -	\$ -
K008	3" SDR35 COUPLING		1.00	\$ 2.47	\$ 2.47	\$ 6.40	\$ 6.40	2.62	\$ 2.62	\$ -	\$ -	\$ -
K009	4" NDS BOTTOM OUTLET		6.00		\$ -	\$ 56.63	\$ 339.78	3.45	\$ 20.70	\$ -	\$ 10.00	\$ 60.00
K010	NDS END CAP FOR BOTTOM OUTLET		19.00		\$ -	\$ 9.38	\$ 178.22	2.32	\$ 44.08	\$ -	\$ 10.00	\$ 190.00
					Incomplete Bid	\$ 38.49	\$ 8,424.41	\$ 7,453.41				\$ 9,260.00

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 2

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

## OFFICE USE ONLY CERTIFICATION OF FILING

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

Core & Main LP  
Richland Hills, TX United States

**Certificate Number:**  
2023-1086180

**Date Filed:**  
10/23/2023

**Date Acknowledged:**

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

City of Burleson

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

ITB 2023-023  
Pipe and Appurtenances

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Berges, James	ST LOUIS, MO United States	X	
	Castellano, James	ST LOUIS, MO United States	X	
	Cowles, Bradford A.	ST LOUIS, MO United States	X	
	Gipson, Dennis	ST LOUIS, MO United States	X	
	LeClair, Stephen O.	ST LOUIS, MO United States	X	
	Newman, Margaret	ST LOUIS, MO United States	X	
	Rorick, Ian	ST LOUIS, MO United States	X	
	Schaller, John	ST LOUIS, MO United States	X	
	Sleeper, Nathan	ST LOUIS, MO United States	X	
	Witkowski, Mark R.	ST LOUIS, MO United States	X	
	Zrebiec, J.L.	ST LOUIS, MO United States	X	
	Mazzarella, Kathleen	ST LOUIS, MO United States	X	
	Kimbrough, Orvin	ST LOUIS, MO United States	X	
	Core & Main Intermediate GP, LLC	ST LOUIS, MO United States	X	

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

2 of 2

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

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City of Burleson

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

ITB 2023-023  
Pipe and Appurtenances

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

**5 Check only if there is NO Interested Party.**

☐

### 6 UNSWORN DECLARATION

My name is Larry Brock, and my date of birth is \_\_\_\_\_.

My address is 4333 Irving Blvd, Dallas, TX, 75247, USA.  
(street) (city) (state) (zip code) (country)

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

Executed in Dallas County, State of Texas, on the 23 day of Oct., 2023.  
(month) (year)

Signature of authorized agent of contracting business entity  
(Declarant)

---

## City Council Regular Meeting

**DEPARTMENT:** Public Works & Engineering  
**FROM:** Errick Thompson, P.E., CFM®, Director  
**MEETING:** November 13, 2023

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**SUBJECT:**

Consider approval of a one year contract with Ferguson Enterprises, LLC. for the purchase of water and wastewater supplies in accordance with ITB 2023-023 Sections A, D, G, J and K in the amount of \$65,008.30. (*Staff Presenter: Errick Thompson, Director of Public Works & Engineering*)

**SUMMARY:**

The City purchases various materials that facilitate maintenance and operation of the water and wastewater systems each year. These materials include pipe, pipe fittings, fire hydrants, valves and various sewer related items.

The bid was divided into 11 sections of material type and the vendor with the lowest overall cost for that section is recommended for award. Quantities for each item are estimated based on the purchase volumes over historical three years. The exact quantities purchased from the proposed contract will be based upon actual maintenance and operational needs. The contract is for one year with the option of up to four one-year renewals.

Ferguson Enterprises LLC provided lowest bids for five sections of the bid: Section A – Brass Low Lead Non-Compression, Section D – Leak Clamps, Section G – Yard, Section J – ROW Cleanout Misc. and Section K – Flush Valve Misc.

The Purchasing Division of Administrative Services opened bids for purchase ITB 2023-023 on September 12, 2023. Bid requests were sent to all vendors registered to do business with the City of Burleson for these commodities. The bid was also advertised in the Fort Worth Star-Telegram newspaper on August 27, 2023 and September 3, 2023. The initial contract period is November 13, 2023 through September 30, 2024. Annual renewals will require City Council approval. Five vendors submitted bids, Consolidated Pipe & Supply, Core & Main LP, Ferguson Enterprises LLC, Fortiline Inc., and Johnson County WinWater. City staff analyzed the bids provided by the vendors. The vendor with the lowest overall cost in each section is recommended for award of that section.

While this is a unit cost agreement, due to market volatility this agreement allows the vendor to submit pricing adjustments on a quarterly basis instead of annually. Any requested adjustments by the vendor will be reviewed for approval by the City.

**OPTIONS:**

- 1) Approve a unit price contract with Ferguson Enterprises LLC for the purchase of various water and wastewater supplies included in ITB 2023-023 Sections A, D, G, J and K with term ending September 30, 2024 in the amount \$65,008.30.
- 2) Deny the contract.

**RECOMMENDATION:**

Approve a unit price contract with Ferguson Enterprises LLC for the purchase of various water and wastewater supplies included in ITB 2023-023 Sections A, D, G, J and K with term ending September 30, 2024 in the amount \$65,008.30.

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

None

**FISCAL IMPACT:**

Budgeted Y/N: Y  
Fund Name: Water/Wastewater  
Full Account #s: 5017101-63020  
Amount: \$36,824.89

Budgeted Y/N: Y  
Fund Name: Water/Wastewater  
Full Account #s: 5017101-63030  
Amount: \$4,842.77

Budgeted Y/N: Y  
Fund Name: Water/Wastewater  
Full Account #s: 5017102-63025  
Amount: \$23,340.64

**STAFF CONTACT:**

Errick Thompson, P.E., CFM®  
Director of Public Works & Engineering  
[ethompson@burlesontx.com](mailto:ethompson@burlesontx.com)  
817-426-9610



# Annual Contracts

Water and Wastewater Pipe &  
Appurtenances  
ITB 2023-023

City Council  
November 13, 2023



# Background

- Annual contracts used to purchase various water and wastewater parts such as pipe, pipe fittings, fire hydrants, valves and manhole rings and lids
- Latest contract expired September 30, 2023
- Invitation to Bid published in Fort Worth Star-Telegram (August 27, 2023 and September 3, 2023) and managed through the City's electronic procurement portal



# Background (cont'd)

- Bid divided into 11 sections of material type and the vendor with lowest overall cost for that section is recommended for award
- Quantities for each item are estimated based upon three years' purchase volumes
- Unit price contracts with four vendors recommended
- One-year initial contracts with up to four, one-year renewals
  - Initial contracts November 13, 2023 through September 30, 2024
  - Annual renewals require City Council approval

# Bid Results Summary

Bid Section	Description	Amount	Vendor
A	Brass Low Lead Non-Compression	\$22,685.07	Ferguson
B	Brass Low Lead Compression	\$17,252.91	Core & Main
C	Dresser Couplings	\$6,204.87	Johnson County WinWater
D	Leak Clamps	\$6,276.91	Ferguson
E	Tapping Saddles	\$1,195.64	Consolidated Pipe
F	Sewer Fittings & Couplings	\$2,061.18	Consolidated Pipe
G	Yard	\$28,183.41	Ferguson
H	Valve & Hydrant	\$30,162.00	Johnson County WinWater
I	Meter Boxes	\$8,138.47	Core & Main
J	ROW Cleanout Misc.	\$409.50	Ferguson
K	Flush Valve Misc.	\$7,453.41	Ferguson
		<b>\$130,023.37</b>	

# Action Requested

recommended



Consider approval of unit price contracts for the purchase of water and wastewater pipe & appurtenances from Consolidated Pipe & Supply in the amount \$3,256.82, Core & Main LP in the amount \$25,391.38, Ferguson Enterprises LLC in the amount \$65,008.30, and Johnson County WinWater in the amount \$36,366.87



Deny the contracts



## INVITATION TO BID

**Bid Reference Number:** 2023-023

**Project Title:** Pipe and Appurtenances

ANTICIPATED SCHEDULE	
ITB Issue Date	Sunday, August 27, 2023
ITB Publication Dates	Sunday August 27, 2023 & Sunday September 3, 2023
Deadline for Questions	Tuesday September 5, 2023 @ 10:00am CST
Bids Due	Tuesday September 12, 2023 @ 1:00pm CST
Recommendation to City Council	October 2, 2023

### **Important Information**

The City of Burleson will receive sealed Bids for the services specified until the deadline indicated above. Bids will only be received electronically through the City's e-procurement system, Bonfire, at <https://burlesontx.bonfirehub.com> (registration required). ***Extensions will not be granted. Late submittals will not be accepted.***

Questions and requests for additional information should be made in writing and no later than the questions deadline above and shall be directed to the Purchasing Agent via <https://burlesontx.bonfirehub.com>.

Any interpretations, corrections, clarifications, or changes to this Request for Bids or specifications will be issued via addendum. Addenda will be posted at <https://burlesontx.bonfirehub.com>. It is the responsibility of the respondent to monitor the Bonfire website for addenda. **Bidders shall acknowledge receipt of each addendum by submitting a signed copy with their Bid.** *Oral explanations will not be binding.*

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



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Appendix A – Scope of Services

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1. Terms & Conditions .....C-1-3

**1. Introduction**

- A. Project Overview: The City of Burleson (“City”) is requesting Bids with the intent of awarding a contract for Pipe and Appurtenances for the Water and Wastewater division of Public Works for a twelve-month period beginning upon City Council approval.

**2. Definitions**

Bid Document: The signed and executed submittal of the entirety of Appendix B –Bid Document.

Bidder: The Bidder and Bidder’s designated contact signing the first page of the Bid Document.

City of Burleson (“City”): The City of Burleson, Texas.

Project: The name of this Invitation to Bid as identified on the cover sheet and first page of Appendix A – Scope of Services.

Purchasing Agent: The City of Burleson Purchasing Agent is Andrea Anderson.

Phone: (817) 426-9847

E-Mail: [purchasing@burlesontx.com](mailto:purchasing@burlesontx.com)

Invitation to Bid (ITB): The entirety of this document, including all Appendices and Addenda.

Scope of Services: The entirety of Appendix A.

**3. General Information**

- A. Tax Exempt Status: City purchases are exempt from State Sales Tax and Federal Excise Tax. Do not include tax in the Bid. City will furnish Excise Tax Exemption Certificate upon request.
- B. Public Inspection of Bids: The City strictly adheres to the Texas Public Information Act (Texas Government Code Chapter 552.001, et seq.) and all other governing statutes, regulations, and laws regarding the disclosure of ITB information. Bids are not available for public inspection until after the contract award. If the Bidder has notified the City, in writing, that the Bid contains trade secrets or confidential information, the City will generally take reasonable steps to prevent disclosure of such information, in accordance with the Public Information Act. This is a statement of general policy only, and in no event shall the City be liable for disclosure of such information by the City in response to a request, regardless of the City’s failure to take any such reasonable steps, even if the City is negligent in failing to do so.
- C. Notification of Errors or Omissions: Bidders shall promptly notify the City of any omissions, ambiguity, inconsistency or error that they may discover upon examination of this ITB. The City shall not be responsible or liable for any errors and/or misrepresentation that result from the solicitations which are inadvertently incomplete, ambiguous, inconsistent or obviously erroneous.
- D. Anti-Boycotting Provisions. Vendor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

City of Burleson ITB 2023-023  
Pipe and Appurtenances

- E. 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.
- F. 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.
- G. 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.

**4. ITB Withdrawals and/or Amendments**

- A. ITB Withdrawal: The City reserves the right to withdraw this ITB for any reason.
- B. ITB Amendments: The City reserves the right to amend any aspect of this ITB by formal written addendum prior to the Bid submittal deadline and will endeavor to notify all potential Bidders that have registered with the City, but failure to notify shall impose no obligation or liability on the City.

**5. Bid Submittal Requirements**

- A. Submittal Packet – Required Content: All Bids must be submitted electronically. The Bidder must visit <https://burlesontx.bonfirehub.com/login> and register. Once registered for this complimentary service, the Bidder may submit Bid documents electronically by selecting the appropriate Bid identification.
- B. Submittal Deadline: It is the Bidder's responsibility to have the Bid Documents correctly electronically submitted by the submittal deadline. No extensions will be granted and no late submissions will be accepted.
- C. Bids Received Late: Bidders are encouraged to submit their Bids as soon as possible. The time and date of receipt as recorded within the Bonfire electronic system shall be the official time of receipt. The City is not responsible for late submission regardless of the reason. Late Bids will not be considered under any circumstances.
- D. Alterations or Withdrawals of Bid Document: Any submitted Bid may be withdrawn or a revised Bid substituted prior to the submittal deadline. Bid documents cannot be altered, amended or withdrawn by the Bidder after the submittal deadline, unless such alteration, amendment or withdrawal notice is approved in writing by the Purchasing Agent.

## 6. Bid Evaluation and Contract Award

### A. Bid Evaluation and Contract Award Process:

The City will evaluate all Bids to determine which Bidders are reasonably qualified for the award of the contract, applying the anticipated evaluation factors and emphasis to be placed on each factor as identified in the Scope of Services. The City may, at its option, conduct discussions with or accept Bid revisions from any reasonably qualified Bidder. The City reserves the right to determine which Bid will be most advantageous to the City.

### B. Contract Award

An award of a contract to provide the goods or services specified herein will be made using competitive sealed Bids, in accordance with Chapter 252 of the Texas Local Government Code and with the City's purchasing policy. The City's Standard Terms & Conditions have been provided with this ITB. The Bidder must submit and objections to the contract along with responses. A fully executed contract shall be comprised of the following documents:

- i. This Request for Bid, including all attachments
- ii. The successful Bidder's Bid.

C. Completeness: If the Bid is incomplete or otherwise fails to conform to the requirements of the ITB, the City alone will determine whether the variance is so significant as to render the Bid non-responsive, or whether the variance may be cured by the Bidder or waived by the City, such that the Bid may be considered for award.

D. Ambiguity: Any ambiguity in the Bid as a result of omission, error, lack of clarity or non-compliance by the Bidder with specifications, instructions and all conditions shall be construed in the favor of the City. In the event of a conflict between these standard ITB requirements and details provided in Appendix A – Scope of Services or Appendix B – Bid, the Appendices shall prevail.

E. Unit Prices and Extensions: If unit prices and their extensions do not coincide, the City may accept the price most beneficial to the City, and the Bidder will be bound thereby.

F. Additional Information: The City may request any other information necessary to determine Bidder's ability to meet the minimum standards required by this ITB.

G. Partial Contract Award: The City reserves the right to award one contract for some or all the requirements proposed or award multiple contracts for various portions of the requirements to different Bidders based on the unit prices proposed in response to this request, or to reject any and all Bids and re-solicit for Bids, as deemed to be in the best interest of the City.

H. Cooperative Governmental Purchasing Notice: Other governmental entities maintaining interlocal agreements with the City, may desire, but are not obligated, to purchase goods and services defined in this ITB from the successful Bidder. All purchases by governmental entities, other than the City, will be billed directly to and paid by that governmental entity. The City will not be responsible for another governmental entity's debts. Each governmental entity will place their own orders with the successful Bidder and be responsible for ensuring full compliance with the ITB specifications. Prior to other governmental entities placing orders, the City will notify the successful Bidder of their intent.

I. Billing for Services; Payment: Successful Bidders are encouraged to register through the City's Vendor Self Service portal to submit payment requests, invoices, and set up direct deposit prior to providing

goods and/or services. Register and submit required documentation on the website at <https://burlesontx.munisselfservice.com/vss/Vendors/default.aspx>

J. Terminate for Cause: The occurrence of any one or more of the following events will justify termination of the contract by the City of Burleson for cause:

1. The successful Bidder fails to perform in accordance with the provisions of these specifications; or
2. The successful Bidder violates any of the provisions of these specifications; or
3. The successful Bidder disregards laws or regulations of any public body having jurisdiction; or
4. The successful Bidder transfers, assigns, or conveys any or all of its obligations or duties under the contract to another party(ies) without written consent of the City.
5. If one or more of the events identified in subparagraphs J.1 through J.4 occurs, the City may terminate the contract by giving the successful Bidder seven (7) days written notice. In such case, the successful Bidder shall only be entitled to receive payment for goods and services provided before the effective date of termination. The successful Bidder shall not receive any payment on account of loss of anticipated profits or revenue or other economic loss resulting from such termination.
6. When the contract has been so terminated by the City, such termination shall not affect any rights or remedies of the City then existing or which may thereafter accrue.

K. Terminate for Convenience: This contract may be cancelled or terminated at any time by giving vendor thirty (30) days written notice. Bidder may be entitled to payment for services actually performed; to the extent said services are satisfactory.

## Appendix A – Scope of Services

### 1. **Scope of Services Description**

The City of Burleson, Texas is seeking bids for Pipe and Appurtenances for the Water and Wastewater division of Public Works for a twelve-month period, beginning upon City Council approval.

At the City's discretion, the effective change rate shall be based on either the local or national index average rate for all items. If agreement cannot be reached, the contract is terminated at the end of the current contract period.

Should funding not be approved by the City Council for any given budget year during the contract term, the contract will become null and void upon the completion of the appropriated funding. The following specifications are intended to indicate a certain level of performance. The City reserves the right to determine products and support of equal value, and whether other brands or models meet the City's product and support needs.

Bids may also be awarded according to section or category (i.e. brass, leak clamps, yard, etc.) or be awarded in its entirety at the discretion of the City of Burleson.

Please reference separate "bid form" and fill in applicable pricing including shipping.

### 3. **Brand Manufacture Reference**

The City has determined that any manufacturer's brand defined in the Scope of Services meets the City's product and support need. The manufacturer's reference is not intended to be restrictive and is only descriptive of the type and quality the City desires to purchase. Bids for similar manufactured products of like quality will be considered if the Bid is fully noted with the manufacturer's brand name and model. The City reserves the right to determine products and support of equal value, and whether other brands or models meet the City's product and support needs.



## Appendix B – Bid

### Submittal Checklist: (To determine validity of Bid)

- ☒ Appendix B must be included in the Bid submittal
- ☒ Appendix C Standard Terms & Conditions
- ☒ Conflict of Interest Questionnaire ☒ House Bill 89 Verification Form (public files in Bonfire)
- ☐ Form 1295 Certificate of Interested Party (Public files in Bonfire)
- ☒ W9 (Public files in Bonfire)

All Bids submitted to the City of Burleson shall include this page with the submitted Bid.

**ITB Number:**

**2023-023**

**Project Title:**

**Pipe and Appurtenances**

**Submittal Deadline:**

**Tuesday, September 12, 2023 at 1:00 PM (CST)**

**Submit Electronically\* to:**

**<https://burlesontx.bonfirehub.com/login>**

**\* Requires email account login and password.**

### Bidder Information:

**Bidder's Legal Name:**

Ferguson Enterprises, LLC

**Address:**

13201 Harmon Rd

**City, State & Zip**

Fort Worth, TX 76177-6533

**Federal Employers  
Identification Number #**

54-1473338

**Phone Number:**

(817) 439-3517

**Fax Number:**

(817) 439-3421

**E-Mail Address:**

steven.schwartz@ferguson.com

### Bidder Authorization

**I, the undersigned, have the authority to execute this Bid in its entirety as submitted and enter into a contract on behalf of the Bidder.**

Printed Name and Position of Authorized Representative: Ryan Moore Genral Manager

Signature of Authorized Representative: *Ryan C. Moore*

Signed this 11th (day) of September (month), 2023 (year)

**I learned of this Request for Bids by the following means:**

☐ Newspaper Advertisement

☒ Bonfire

☐ Other

## Appendix B – Bid (continued)

### **1. REQUIRED BID INFORMATION. IN ORDER FOR A BID TO BE CONSIDERED COMPLETE, AND TO BE EVALUATED FOR A CONTRACT AWARD BY THE CITY, BIDDER MUST SUBMIT ALL OF THE FOLLOWING INFORMATION:**

#### **A. Proposed Products and/or Services**

Bidders should utilize this section to describe the technical aspects, capabilities, features and options of the product and/or service proposed in accordance with the required Scope of Services as identified in Appendix A. Promotional literature, brochures, or other technical information may be used.

#### **B. Additional Hardware Descriptions:** Bidders should also include in this section a detailed description of what additional hardware and/or software, if any, would be required by the City in order to fully utilize the goods and/or services proposed.

#### **C. Material Safety Data Sheets (MSDS):** If applicable, the successful Bidder shall provide the City with applicable MSDS documentation as required by applicable laws and regulations.

#### **D. Guarantees and Warranties:** Each Bidder shall submit a complete copy of any warranties or guarantees provided by the manufacturer or Bidder with the Bid submitted.

#### **E. Project Schedule/Delivery Date:** Bidder must provide a project schedule noting all projected completion dates for segments of the Project, from start-up to completion, and all delivery dates for goods covered by the ITB. The Bid Document must show the number of days required to deliver and install the product or equipment after the receipt of the City's Purchase Order.

#### **F. References:**

A list of five (5) references must be included in order for the submittal to be responsive. Vendor references must include the following:

- i. Name of the reference, organization, phone number and email.

### **3. Federal, State and/or Local Identification Information**

- A. Centralized Master Bidders List registration number: 54-1473338.
- B. Prime contractor HUB / MWBE registration number: N/A.
- C. An individual Bidder acting as a sole proprietor must also enter the Bidder's Social Security Number: # N/A -        -       .

### **4. Emergency Business Services Contact Notice**

- A. During a natural disaster, or homeland security event, there may be a need for the City of Burleson to access your business for products or services after normal business hours and/or holidays. The City may request City employee pick up or vendor delivery of product or services.
- B. For this purpose, a primary and secondary emergency contact name and phone number are required. It is critical the vendor's emergency contact information remains current. City shall be contacted by E-mail with any change to a contact name or phone number of these emergency contacts.
- C. All products or services requested during an emergency event are to be supplied as per the established contract prices, terms and conditions. The vendor shall provide the fee (pricing) for an

City of Burleson ITB 2023-023  
Pipe and Appurtenances

after-hours emergency opening of the business, if any. In general, orders will be placed using a City of Burleson procurement card (Master Card) or City issued Purchase Order. The billing is to include the emergency opening fee, if applicable.

- D. The contractor shall provide the names, phone numbers and fee (pricing), if any, for an after-hours emergency opening of the business listed below.

Business Name: Ferguson Enterprises, LLC

Contract #: 2023-23

Description: Pipe and Appurtenances

Primary Contact (Name): Brandon Nabors

Primary Contact Phone Numbers: Home: 817-296-1882 Cell: 817-296-1882

Secondary Contact (Name): Bryan Butler

Secondary Contact Phone Numbers: Home: 817-439-3517 Cell: 817-309-3983

After Hours emergency opening fee, if applicable: \$ 150.00

- E. Please indicate below if you will permit other governmental entities to purchase from your agreement with the City.

☐ Yes, Others can purchase ☒ No, Only the City can purchase

**5. Term of Contract and Option to Extend:**

**Any contract resulting from this ITB shall be effective for twelve-months from date of award. The City anticipates that contract shall be renewed pursuant to the availability of funds and at the discretion of the City. The following clauses shall be included in the contract:**

- A. Option Clause: It is agreed that City will have the option to extend the contract for up to four (4) additional one-year renewals. To exercise this option, the City shall serve notice 30 days prior to contract termination or to the end of any one-year extension. The Option to Extend will not be considered if funding is unavailable or if the contractor's past performance is not within the industry standard.
- B. Escalation Clause: Should market conditions prevail which dictate an increase, the successful contractor may submit documentation requesting permission to increase pricing no later than 30 days after receiving notice from the City of its intent to extend the agreement. Escalation may only occur at the time of renewal and only upon securing the approval of the City in writing. Requests for price adjustments must be solely for the purpose of accommodating an increase in the contractor's cost, not profits.

City of Burleson ITB 2023-023  
Pipe and Appurtenances

Vendors shall show in this quote their anticipated percent of escalation if/when the option to extend is exercised. The percent quoted will be a maximum. In addition, the percentage proposed will be a factor in determining the best value to the City. It is the average price over the period of the contract that will be the price factor considered in the evaluation of this quote. Quotes in which negative or no escalation is shown will be considered as 0% escalation.

## Appendix C – Standard Terms & Conditions

**1. CONTRACT TERMS AND CONDITIONS. EXCEPT WHERE BIDDER MAKES SPECIFIC EXCEPTION IN THE SUBMITTED BID, ANY CONTRACT RESULTING FROM THIS ITB WILL CONTAIN THE FOLLOWING TERMS AND CONDITIONS, WHICH BIDDER HEREBY ACKNOWLEDGES, AND TO WHICH BIDDER AGREES BY SUBMITTING A BID:**

**A. Delivery of Products and/or Services**

- i. Payment Terms: Unless otherwise specified in the Scope of Services or otherwise agreed to in writing by the City, payment terms for the City are Net 30 days upon receipt of invoice.
- ii. Warranty of Products and Services: All products furnished under this contract shall be warranted to be merchantable and good quality and fit for the purposes intended as described in this Bid, to the satisfaction of City and in accordance with the specifications, terms, and conditions of the Scope of Services, and all services performed shall be warranted to be of a good and workmanlike quality, in addition to, and not in lieu of, any other express written warranties provided.
- iii. Late Delivery or Performance: If Bidder fails to deliver acceptable goods or services within the timeframes established in the Project Schedule, the City shall be authorized to purchase the goods or services from another source and assess any increase in costs to the defaulting Bidder, who agrees to pay such costs within ten days of invoice.
- iv. Title to Goods and Risk of Loss: For goods to be provided by Bidders hereunder, if any, the title and risk of loss of the goods shall not pass to City until City actually receives, takes possession, and accepts the goods and the installation of such goods, has tested the system, and determined that it is in good and acceptable working order.
- v. FOB (delivery charges): All products offered shall be FOB final destination, with all delivery charges to be prepaid by the Bidder. The City does not accept C.O.D. or collect shipments. The contract price shall include all charges, including delivery, installation and set-up fees. All packing, crating, or other debris resulting from the delivery or set-up of the commodity purchased shall be removed and properly disposed by the successful Bidder at no additional cost to the City.
- vi. Excess or Incorrect Commodities: Products or materials delivered in error or in excess of the quantity ordered shall be returned at the successful Bidder's expense, unless otherwise agreed to in writing by the City.
- vii. Title to Goods and Risk of Loss: For goods to be provided by Bidders hereunder, if any, the title and risk of loss of the goods shall not pass to City until City actually receives, takes possession, and accepts the goods and the installation of such goods, has tested the system, and determined that it is in good and acceptable working order.

**B. Miscellaneous**

- i. Independent Contractor: Bidder agrees that Bidder and Bidder's employees and agents have no employer-employee relationship with City. Bidder agrees that if Bidder is selected and awarded a contract, City shall not be responsible for the Federal Insurance Contribution Act (FICA) payments, Federal or State unemployment taxes, income tax withholding, Workers Compensation Insurance payments, or any other insurance payments, nor will City furnish any medical or retirement benefits or any paid vacation or sick leave.

City of Burleson ITB 2023-023  
Pipe and Appurtenances

- ii. Assignments: The rights and duties awarded the successful Bidder shall not be assigned to another without the written consent of the Purchasing Agent. Such consent shall not relieve the assigner of liability in the event of default by the assignee.
- iii. Liens: Bidder shall indemnify and save harmless the City against any and all liens and encumbrances for all labor, goods, and services which may be provided to the City by Bidder or Bidder's vendor(s), and if the City requests, a proper release of all liens or satisfactory evidence of freedom from liens shall be delivered to the City.
- iv. Gratuities / Bribes: Bidder certifies that no bribes in the form of entertainment, gifts, or otherwise, were offered or given by the successful Bidder, or its agent or representative, to any City officer, employee or elected representative, with respect to this ITB or any contract with the City, and that if any such bribe is found to have been made this shall be grounds for voiding of the contract.
- v. Financial Participation: Bidder certifies that it has not received compensation from the City to participate in preparing the specifications or ITB on which the Bid is based and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.
- vi. Authority to Submit Bid and Enter Contract: The person signing on behalf of Bidder certifies that the signer has authority to submit the Bid on behalf of the Bidder and to bind the Bidder to any resulting contract.
- vii. Compliance with Applicable Law: Bidder agrees that the contract will be subject to, and Bidder will strictly comply with, all applicable federal, state, and local laws, ordinances, rules, and regulations.
- viii. Compliance with HB 89: Bidder agrees per HB 89 vendor shall not boycott Israel at any time while providing products or services to the City of Burleson.

☒ **Yes, we agree**

☐ **No, we do not agree**

☐ **N/A**

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

☒ **Yes, we agree**

☐ **No, we do not agree**

## 2. Financial Responsibility Provisions

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



- B. Indemnification:** Bidder agrees to defend, indemnify and hold harmless the City, all of its officers, Council members, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages and liabilities, including reasonable attorneys' fees, court costs and related expenses, arising out of, connected with, or resulting from any acts or omissions of Bidder or any agent, employee, subcontractor, or supplier of Bidder in the execution or performance of this contract without regard to whether such persons are under the direction of City agents or employees.
- C. Indemnity for Intellectual Property:** Bidder hereby warrants that the use or sale of the products, materials and services delivered hereunder will not infringe on the rights of any trade secrets, patent, copyright, registered trademark, or other intellectual property by right covering such materials and the successful Bidder agrees to indemnify and hold harmless the City for any and all costs, expenses, judgments, and damages which the City may have to pay or incur.
- i. Bond Requirements: Prior to the commencement of work on this Project, Bidder shall deliver to the City the following bonds issued by a good and sufficient surety licensed by the State of Texas and satisfactory to the City:
  - ii. A payment bond in the amount of 100% of the total contract amount insuring the full and prompt payment of all persons performing labor and/or furnishing materials in connection with this Project;
  - iii. A performance bond in the amount of 100% of the total contract amount insuring full, faithful, and prompt performance of the responsibilities contained in this contract within the time parameters provided herein; and
  - iv. A maintenance bond insuring full and prompt maintenance, repair and/or replacement of the goods to be provided by Bidder for a period of two years from date of acceptance by the City.
- D. Term of Contract and Option to Extend**
- i. Any contract resulting from this ITB shall be effective from the date of execution **through September 30, 2024.** The City anticipates that contract shall be renewed up to four (4) one-year terms pursuant to the availability of funds and at the discretion of the City.

## References

1.

Company Name: \_\_\_\_ City of Denton, Texas

Company Address: 901 B Texas St Denton, Texas 76209

Contact Person & Title: Keith Kading Warehouse Mgr. Procurement

Phone: 940-349-7178--Email: Keith.Kading@cityofdenton.com

Contract Period: 2019- Present Scope of Work: Underground Utility Procurement

\*\*\*\*\*

2.

Company Name: \_\_City of Tyler

Company Address: 2300 WNW Loop 323

Contact Person & Title: Sherry Pettit Purchasing Manager

Phone: 903-531-1232 Email: [spettit@tylertexas.com](mailto:spettit@tylertexas.com)

Contract Period: 2019 to Present Scope of Work: Underground Utility Procurement

\*\*\*\*\*

3.

Company Name: \_\_City of Sherman\_\_

Company Address: 805 South East St Sherman, TX 75090

Contact Person & Title: Evie Falcon Utility Maintenance Coordinator

Phone: 903-392-7215 Email: [evief#cityofsherman.com](mailto:evief#cityofsherman.com)

Contract Period: 2022 - Present Scope of Work: Underground Utility Procurement

\*\*\*\*\*

4.

Company Name: \_\_City of Celina\_\_

Company Address: N Ohio St Celina Texas 75009

Contact Person & Title: Chris Cox ULM Water Supervisor

Phone: 972-544-7115 Email: [CCox@celina-tx.gov](mailto:CCox@celina-tx.gov)

Contract Period: 2022-Present Scope of Work: Underground Utility Procurement

\*\*\*\*\*

5.

Company Name: \_Town of Flower Mound

Company Address: 201 Spinks Dr

Contact Person & Title: Jason Muse Utility Services Public Works

Phone: 972-874-6435 Email: jason.muse@flower-mound.com

Contract Period: 2019-Present Scope of Work: Underground Utility Procurement

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

## OFFICE USE ONLY CERTIFICATION OF FILING

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

Ferguson Enterprise, LLC  
Hideaway, TX United States

**Certificate Number:**  
2023-1070635

**Date Filed:**  
09/12/2023

**Date Acknowledged:**

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

Burleson, TX

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

ITB 2023-23  
Pipe and Appurtenances

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Ferguson Enterprises, LLC	Tyler, TX United States	X	

**5 Check only if there is NO Interested Party.**

☐

**6 UNSWORN DECLARATION**

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

My address is \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.  
(street) (city) (state) (zip code) (country)

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

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(month) (year)

\_\_\_\_\_  
Signature of authorized agent of contracting business entity  
(Declarant)

## HOUSE BILL 89 VERIFICATION FORM

### Prohibition on Contracts with Companies Boycotting Israel

The 85<sup>th</sup> Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

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

the Contract Pursuant to Section 2270.001,

Texas Government Code:

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

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

I, (authorized official) , do hereby depose and verify the truthfulness and accuracy of the contents of the statements submitted on this certification under the provisions of Subtitle F, Title 10, Government Code Chapter 2270 and that the company named below:

- 1) does not boycott Israel currently; and
- 2) will not boycott Israel during the term of the contract; and
- 3) is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at  
<https://comptroller.texas.gov/purchasing/publications/divestment.php>

Company Name

Ferguson Enterprises, LLC

Signature of Authorized Official

*Steven Schwartz*

Title of Authorized Official Date

Inside Sales Support

9/11/23

# CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

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

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

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

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

## OFFICE USE ONLY

Date Received

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

N/A

2 ☐ Check this box if you are filing an update to a previously filed questionnaire.

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

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

\_\_\_\_\_  
Name of Officer

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

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

☐ Yes

☐ No

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

☐ Yes

☐ No

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

☐ Yes

☐ No

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

4

Steven Schwartz

Signature of person doing business with the governmental entity

9/11/23

Date

Adopted 06/29/2007



# Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

FERGUSON US HOLDINGS, INC

2 Business name/disregarded entity name, if different from above

FERGUSON ENTERPRISES, LLC (FEIN 54-1211771)

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) 5

Exemption from FATCA reporting code (if any) E

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

751 LAKEFRONT COMMONS

6 City, state, and ZIP code

NEWPORT NEWS, VA 23606

7 List account number(s) here (optional)

Requester's name and address (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

    -    -    

or

Employer identification number

5 4 - 1 4 7 3 3 3 8

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign  
Here

Signature of  
U.S. person ►



Date ►

1/10/2023

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

**Ferguson Enterprises, LLC utilizes the following DBA names:**

**Current and Former dba Names**

<b>Entity Name</b>	<b>Tax ID No.</b>	<b>Entity Name</b>	<b>Tax ID No.</b>
A P Supply Company	54-1211771	J & G Products	54-1211771
ACF Environmental	54-1211771	J D Daddario Company	54-1211771
Action Automation	54-1211771	Joseph G Pollard Co	54-1211771
Action Plumbing Supply	54-1211771	Karl's Appliances	54-1211771
Action Supply Co	54-1211771	Kitchen Art	54-1211771
ADL	54-1211771	Lighting and Appliance	54-1211771
Airefco	54-1211771	Lighting Design Center	54-1211771
Alaska Pipe & Supply	54-1211771	Lighting Plus	54-1211771
AMS Steam Products	54-1211771	Lighting Unlimited	54-1211771
Andrews Lighting & Hardware Gallery	54-1211771	Lincoln Products	54-1211771
BAC Appliance Center	54-1211771	Linwood Pipe and Supply	54-1211771
Bath + Beyond	54-1211771	Louisiana Utilities Supply Company	54-1211771
Blackman Plumbing Supply	54-1211771	LUSCO	54-1211771
Brock-McVey	54-1211771	McFarland Supply	54-1211771
Bruce-Rogers Company	54-1211771	Meyer Appliance	54-1211771
Cal-Steam	54-1211771	Michigan Meter	54-1211771
Capital Distributing	54-1211771	Mission Valley Pipe	54-1211771
Caynon Pipe & Supply	54-1211771	Mississippi Utility Supply Co (MUSCO)	54-1211771
CFP	54-1211771	Moore Industrial Supply	54-1211771
City Lights Design Showroom	54-1211771	Old Dominion Supply	54-1211771
Cline Contract Sales	54-1211771	PL Sourcing	54-1211771
Custom Lighting & Hardware	54-1211771	Plumb Source	54-1211771
Davies Water	54-1211771	Plumbers Supply Company of St. Louis	54-1211771
Dealernet	54-1211771	Plumbing Decor	54-1211771
Duhug Stainless	54-1211771	Pollardwater	54-1211771
Equarlus Waterworks, Meter & Automation Group	54-1211771	Powell Pipe & Supply Co	54-1211771
Factory Direct Appliance	54-1211771	Power Process Equipment	54-1211771
Ferguson Bath & Kitchen Gallery	54-1211771	Professional's Bath Source	54-1211771
Ferguson Bath, Kitchen and Lighting Gallery	54-1211771	PV Sullivan Supply	54-1211771
Ferguson Direct	54-1211771	Ramapo Wholesalers	54-1211771
Ferguson Enterprises of Virginia, LLC	54-1211771	Redlon & Johnson	54-1211771
Ferguson Facilities Supply	54-1211771	Reese Kitchen, Bath & Lighting Gallery	54-1211771
Ferguson Fire & Fabrication International	54-1211771	Rencor Controls	54-1211771
Ferguson Heating & Cooling	54-1211771	Renwes Sales	54-1211771
Ferguson Hospitality Sales	54-1211771	Robertson Supply	54-1211771
Ferguson HVAC	54-1211771	Rybak Engineering	54-1211771
Ferguson HVAC - Lyon Conklin	54-1211771	S W Anderson	54-1211771
Ferguson HVAC- Air Cold	54-1211771	SG Supply Co	54-1211771
Ferguson HVAC- EastWest Air	54-1211771	SOS Sales	54-1211771
Ferguson Industrial	54-1211771	Sunstate Meter & Supply	54-1211771
Ferguson Integrated Services	54-1211771	Tarpon Wholesale Supplies	54-1211771
Ferguson International	54-1211771	The Ar-Jay Center	54-1211771
Ferguson Parts & Packaging	54-1211771	The Kitchen Showcase	54-1211771
Ferguson Valve & Automation	54-1211771	The Plumbing Source	54-1211771
Ferguson Waterworks	54-1211771	The Stock Market	54-1211771
Ferguson Waterworks EPPCO	54-1211771	TPW Kitchen & Bath	54-1211771
Ferguson Waterworks International	54-1211771	Triton Environmental	54-1211771
Ferguson Waterworks Municipal Pipe	54-1211771	Uncle Sam Piping Solutions	54-1211771
Ferguson Waterworks - Red Head	54-1211771	Wallwork	54-1211771
Ferguson.com	54-1211771	Waterworks Industries	54-1211771
Founders Kitchen and Bath	54-1211771	Webb Distributors	54-1211771
Galleria Bath & Kitchen Showplace	54-1211771	Western Air Supply	54-1211771
Grand Junction Pipe	54-1211771	Westfield Lighting	54-1211771
Guarino Distributing	54-1211771	Wolseley Financial Services	54-1211771
Henry Kitchen and Bath	54-1211771	Wolseley Industrial Group	54-1211771
Hot Water Products	54-1211771	WPCC Forwarding	54-1211771
Industrial Hub of the Carolinas	54-1211771	Wright Plumbing Supply	54-1211771
Inovative Soil Solutions	54-1211771		

\*\*\*Last updated 01.06.23\*\*\*

**BOA - Atlanta - 100286**

FERG# (Main branch number)  
PO Box 100286  
Atlanta, GA 30384-0286

**OVERNIGHT - PKGS**

Bank of America Lockbox Services  
FERG# (Main Branch Number)  
Lockbox # 100286  
6000 Feldwood Road  
College Park, GA 30349

**BOA - Boston - 417592**

FERG# (Main branch number)  
PO Box 417592  
Boston, MA 02241-7592

**OVERNIGHT - PKGS**

Bank of America Lockbox Services  
FERG# (Main Branch Number) LB#  
417592  
MA5-527-02-07  
2 Morrissey Blvd.  
Dorchester, MA 02125

**BOA- Dallas - 847411**

FERG# (Main branch number)  
PO Box 847411  
Dallas, TX 75284-7411

**OVERNIGHT - PKGS**

Bank of America Lockbox Services  
FERG# (Main branch number)  
Lockbox # 847411  
1950 N Stemmons Frwy. Ste. 5010  
Dallas, TX 75207

**BOA - Los Angeles-740827**

FERG# (Main branch number)  
PO BOX 740827  
Los Angeles, CA 90074-0827

**OVERNIGHT - PKGS**

Bank of America Lockbox Services  
FERG# (Main branch number)  
Lockbox # 740827  
2706 Media Center Drive  
Los Angeles, CA 90065

**PNC - Chicago - 802817 Midwest**

FERG# (Main branch number)  
PO Box 802817  
Chicago, IL 60680-2817

**OVERNIGHT - PKGS**

PNC Bank Lockbox Services  
FERG# (Main branch number)  
Lockbox 802817  
350 East Devon Avenue  
Itasca, IL 60143

**PNC - Pittsburgh - 644054**

FERG# (Main branch number)  
PO Box 644054  
Pittsburgh, PA 15264-4054

**Overnight Address**

PNC Bank Lockbox Services  
FERG# (Main branch number) LB# 644054  
Firstside Center  
500 First Avenue  
Pittsburgh, PA 15219





12500 Jefferson Ave  
Newport News, VA 23602  
757-874-7795

[www.ferguson.com](http://www.ferguson.com)

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To Whom it May Concern:

Effective March 31, 2019, Ferguson Enterprises, Inc. became Ferguson Enterprises, LLC (Ferguson). As a result of the name change, we would like to provide you with the most recent W-9 Form attached for your records.

This change for Income tax purposes requires the corporate income tax form the LLC to be reported under the parent company, now Ferguson US Holdings Inc (FUSHI). As a result of this change all federal documents, like W-9's and 1099s etc., are required to follow this rule and therefore, will show the parent company. At the time of the entity conversion Wolseley Investments Inc. (WII) was Fergusons parent company. Because of this federal W-9 requirement it was determined that we should also change the parent company name to Ferguson US Holdings, Inc. for consistency when providing W-9's to vendors. Effective May 2019, we changed the name of WII to Ferguson US Holdings, Inc.

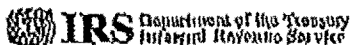
Contracts and exemption certificates may still be under Ferguson Enterprises LLC since that is the company doing the business, however we are unable to provide a W-9 that allows Ferguson as the company on line 1 will the corresponding EIN. We can provide other backup from the IRS identifying Ferguson Enterprises LLC and its corresponding EIN of 54-1211771. Please find attached a copy of the IRS confirmation letter for Ferguson Enterprises LLC and its EIN. In addition, the W-9 does provide a section for disregarded entities & DBA's on line 2 which we have entered Ferguson Enterprises LLC to show the relationship.

If you have any questions, please feel free to contact me at [ask.tax@ferguson.com](mailto:ask.tax@ferguson.com).

Regards,

A handwritten signature in black ink that reads 'Jennier Pabon'.

Jennier Pabon  
Indirect Tax Manager  
Ferguson Enterprises LLC



DDEN UY 84201-0046

In reply refer to: 0428488685  
June 06, 2019 LTR 20640 D R  
54-1211771 000000 00

00021942  
R00C; LM

FERGUSON ENTERPRISES LLC  
12500 JEFFERSON AVE  
NEWPORT NEWS VA 23602-4814

025530

Taxpayer identification number: 54-1211771  
0428488685

Dear Taxpayer:

Thank you for your correspondence dated April 5, 2019.

We have updated your account to reflect your state conversion. We have approved your election to be classified as a disregarded separate entity with an effective date of March 31, 2019.

If you need any forms, schedules, or publications mentioned in this letter, you can get them by visiting our website at [www.irs.gov/formspubs](http://www.irs.gov/formspubs) or by calling toll-free at 800-TAX-FORM (800-829-3676).

If you have questions, you can call the Entity Dept. at 801-620-6449 between 12:01 a.m. and 11:59 p.m. MDT.

If you prefer, you can write to the address at the top of the first page of this letter.

When you write, include a copy of this letter, and provide your telephone number and the hours we can reach you in the spaces below.

Telephone number ( ) \_\_\_\_\_ Hours \_\_\_\_\_

Keep a copy of this letter for your records.

Thank you for your cooperation.

0423408685  
June 06, 2019 LTR 3064C 0 R  
54-1221771 000000 00  
00021943

FERGUSON ENTERPRISES LLC  
12500 JEFFERSON AVE  
NEWPORT NEWS VA 23602-4314

Sincerely yours,



Joe I. Jacques  
Entity Department Manager

Enclosures:  
Copy of this letter



# PIPE AND APPURTENANCE

BRASS LOW LEAD NON COMPRESSION									
COB ID	Description	Specification	OR	Specification	OR	Specification	Historical quantity / potential estimate for life of contract	COST	TOTAL
A001	3/4" SOFT COPPER	Type K Soft Copper (LF) DOMESTIC ONLY					1	6.22	6.22
A002	1" SOFT COPPER	Type K Soft Copper (LF) DOMESTIC ONLY					625	8.25	5,156.25
A003	1 1/2" HARD COPPER	Type L Hard Copper (LF)					1	9.64	9.64
A004	2" HARD COPPER	Type L Hard Copper (LF)					50	15.51	775.50
A005	3" Hard Copper	Type L Hard Copper (LF)					1	30.74	30.74
A006	3/4" I.P. IN-LINE CURB STOP (LONG)	FORD BL11-233W-NL	OR	MUELLER B20245RN			50	41.25	2,062.50
A007	3/4" I.P. IN-LINE CURB STOP (REGULAR)	FORD BH11-233W-NL	OR	MUELLER B20200RN			6	42.81	256.86
A008	3/4" I.P. ANGLE CURB STOP W/ SWIVEL NUT	FORD KV13-332W-NL	OR	MUELLER H14265N			56	35.59	1,993.04
A009	3/4" BRASS I.P. STREET 90	DOMESTIC					1	16.47	16.47
A010	3/4" BRASS I.P. FEMALE X FEMALE 90	DOMESTIC					1	12.25	12.25
A011	3/4" CLOSE BRASS NIPPLE	DOMESTIC					6	2.92	17.52
A012	3/4" BRASS I.P. COUPLING	DOMESTIC					6	10.76	64.56
A013	1" I.P. IN-LINE CURB STOP	FORD B11-444W-NL	OR	MUELLER B20200N			1	93.85	93.85
A014	1" I.P. ANGLE CURB STOP W/ SWIVEL NUT	FORD KV13-444W-NL	OR	MUELLER H14265N			1	54.57	54.57
A015	1" X 3/4" I.P. ANGLE CURB STOP W/ SWIVEL NUT	FORD KV13-342W-NL	OR	MUELLER H14265N			1	37.98	37.98
A016	1" BRASS I.P. STREET 90	DOMESTIC					22	27.59	606.98
A017	1" BRASS I.P. FEMALE X FEMALE 90	DOMESTIC					1	19.93	19.93
A018	1" BRASS CLOSE NIPPLE	DOMESTIC					66	4.24	279.84
A019	1" BRASS I.P. COUPLING	DOMESTIC					1	18.35	18.35
A020	2" X 6" BRASS NIPPLE	DOMESTIC					3	27.98	83.94
A021	1" X 3/4" BRASS HEX BUSHING	FORD C18-34-NL	OR	MUELLER 47165N	OR	DOMESTIC	6	5.93	35.58
A022	1" CC X 3/4" BRASS HEX BUSHING	FORD BBAA-43-NL	OR	MUELLER H10036N	OR	DOMESTIC	1	16.09	16.09
A023	1 1/2" X 3/4" BRASS HEX BUSHING	FORD C18-36-NL	OR	MUELLER 47168N	OR	DOMESTIC	6	24.02	144.12
A024	2" X 3/4" BRASS HEX BUSHING	FORD C18-37-NL	OR	DOMESTIC			1	25.03	25.03
A025	1 1/4" X 1" BRASS HEX BUSHING	FORD C18-54-NL	OR	DOMESTIC			1	21.87	21.87
A026	1 1/2" X 1" BRASS HEX BUSHING	FORD C18-46-NL	OR	MUELLER 47169N	OR	DOMESTIC	6	24.02	150.13
A027	2" X 1" BRASS HEX BUSHING	FORD C18-47-NL	OR	MUELLER 47164N	OR	DOMESTIC	6	23.19	139.14
A028	2" X 1 1/2" BRASS HEX BUSHING	FORD C18-67-NL	OR	MUELLER 47172N	OR	DOMESTIC	16	23.12	369.92
A029	1 1/2" CLOSE BRASS NIPPLE	DOMESTIC					5	7.71	38.55
A030	1 1/2" BRASS I.P. COUPLING	DOMESTIC					1	39.84	39.84
A031	2" CLOSE BRASS NIPPLE	DOMESTIC					13	11.74	152.62
A032	2" BRASS I.P. COUPLING	DOMESTIC					3	65.88	197.64
A033	1 1/2" BRASS STREET 90	DOMESTIC					1	55.14	55.14
A034	1 1/2" BRASS FEMALE X FEMALE 90	DOMESTIC					1	47.01	47.01
A035	2" BRASS STREET 90	DOMESTIC					3	93.46	280.38
A036	2" BRASS FEMALE X FEMALE 90	DOMESTIC					1	70.02	70.02
A037	2" I.P. X FLANGE ANGLE CURB STOP	FORD FV13-777W-NL	OR	MUELLER H14286N			1	240.83	240.83
A038	3/4" METER SPUD	FORD C38-23-2-5-NL	OR	EQUAL WITH HEXAGON OUTSIDE			375	11.26	4,222.50
A039	1" METER SPUD	FORD C38-44-2-625-NL	OR	EQUAL WITH HEXAGON OUTSIDE			125	17.33	2,166.25
A040	1" X 1/2" METER ADAPTER (LONG) - (SOLD IN PAIRS)	A24-NL					1	28.43	28.43
A041	1" X 3/4" METER COUPLING BUSHING	FORD BBIM-34-NL	OR	MUELLER H10889-99000N	OR	DOMESTIC	1	14.01	14.01
A042	1 1/2" METER FLANGE	FORD CF31-66-NL	OR	MUELLER	OR	DOMESTIC	1	49.54	49.54
A043	2" METER FLANGE SLOTTED FOR 2" & 1 1/2"	FORD CF31-77-NL	OR	MUELLER	OR	DOMESTIC	13	64.69	840.97
A044	7" METER RISER for 5/8" x 3/4"	FORD V42-7W-NL	OR	MUELLER H14118N	OR	DOMESTIC	1	109.78	109.78
A045	12" METER RISER for 5/8" x 3/4"	FORD V42-12W-NL	OR	MUELLER H14118N	OR	DOMESTIC	1	115.06	115.06
A046	18" METER RISER for 5/8" x 3/4"	FORD V42-18W-NL	OR	MUELLER EQUIVALENT	OR	DOMESTIC	1	136.62	136.62
A047	24" METER RISER for 5/8" x 3/4"	FORD V42-24W-NL	OR	MUELLER EQUIVALENT	OR	DOMESTIC	1	146.30	146.30
A048	12" METER RISER for 1"	FORD V44-12W-NL	OR	MUELLER EQUIVALENT	OR	DOMESTIC	1	214.60	214.60
A049	18" METER RISER for 1"	FORD V44-18W-NL	OR	MUELLER EQUIVALENT	OR	DOMESTIC	1	256.18	256.18
A050	24" METER RISER for 1"	FORD V44-24W-NL	OR	MUELLER EQUIVALENT	OR	DOMESTIC	1	278.59	278.59
A051	3/4" BRASS PLUG	DOMESTIC					1	7.66	7.66
A052	3/4" BRASS CAP	DOMESTIC					1	7.66	7.66
A053	1" BRASS PLUG	DOMESTIC					13	12.25	159.25
A054	1" BRASS CAP	DOMESTIC					1	14.75	14.75
A055	1 1/2" BRASS PLUG	DOMESTIC					1	21.46	21.46
A056	1 1/2" BRASS CAP	DOMESTIC					1	32.17	32.17
A057	2" BRASS PLUG	DOMESTIC					1	35.20	35.20
A058	2" BRASS CAP	DOMESTIC					1	55.14	55.14
A059	3/4" STAINLESS STEEL INSERT FOR POLY PIPE	FORD INSERT-51	OR	MUELLER 504281	OR	DOMESTIC	1	2.09	2.09
A060	1" STAINLESS STEEL INSERT FOR POLY PIPE	FORD INSERT-52	OR	MUELLER 504385	OR	DOMESTIC	125	2.36	295.00
A061	1 1/2" STAINLESS STEEL INSERT FOR POLY PIPE	FORD INSERT-54	OR	MUELLER 506139	OR	DOMESTIC	1	3.01	3.01
A062	2" STAINLESS STEEL INSERT FOR POLY PIPE	FORD INSERT-55	OR	MUELLER 506141	OR	DOMESTIC	1	3.01	3.01

BRASS LOW LEAD COMPRESSION									
COB ID	Description	Specification	OR	Specification	OR	Specification	Historical quantity / potential estimate for life of contract	COST	TOTAL
B001	3/4" GJ(CTS) IN-LINE BULLHEAD	FORD U48-33-6.5-G-NL	OR	MUELLER G15363N			1	44.52	44.52
B002	3/4" GJ(CTS) ANGLE BULLHEAD	UA48-43-6.5-G-NL					13	58.89	765.57
B003	3/4" CORPORATION STOP	FORD F1000-3-G-NL	OR	MUELLER G15008N			1	37.81	37.81
B004	3/4" GJ(CTS) IN-LINE CURB STOP W/ SWIVEL NUT	FORD B43-332W-G-NL	OR	MUELLER G24350N			1	79.72	79.72
B005	3/4" GJ(CTS) IN-LINE CURB STOP	FORD B41-333W-G-NL	OR	MUELLER G25170N			1	69.65	69.65
B006	3/4" GJ(CTS) ANGLE CURB STOP W/ SWIVEL NUT	FORD KV43-332W-G-NL	OR	MUELLER G14258N			19	46.00	874.00
B007	3/4" GJ(CTS) X MALE I.P.	FORD C84-33-G-NL	OR	MUELLER G15428N			1	17.33	17.33
B008	3/4" GJ(CTS) X FEMALE I.P.	FORD C14-33-G-NL	OR	MUELLER G15451N			1	18.24	18.24
B009	3/4" GJ(CTS) X MALE I.P. 90	FORD L84-33-G-NL	OR	MUELLER G15531N			13	18.98	246.74
B010	3/4" GJ(CTS) X FEMALE I.P. 90	FORD L14-33-G-NL	OR	MUELLER G15533N			6	24.60	147.60
B011	3/4" GJ(CTS) COUPLING	FORD C44-33-G-NL	OR	MUELLER G15403N			1	21.10	21.10
B012	3/4" GJ(CTS) 90	FORD L44-33-G-NL	OR	MUELLER G15526N			6	27.28	163.68
B013	3/4" PJ(PVC) X MALE I.P.	FORD C87-33-NL	OR	MUELLER E15429N			1	22.94	22.94
B014	3/4" PJ(PVC) X FEMALE I.P.	FORD C17-33-NL	OR	MUELLER E15454N			1	22.79	22.79
B015	3/4" PJ(PVC) X MALE I.P. 90	FORD L87-33-NL	OR	MUELLER			13	25.32	329.16
B016	3/4" PJ(PVC) X FEMALE I.P. 90	FORD L17-33-NL	OR	MUELLER			13	29.82	387.66
B017	3/4" PJ(PVC) COUPLING	FORD C77-33-NL	OR	MUELLER E15443N			1	30.84	30.84
B018	3/4" PJ(PVC) 90	FORD L77-33-NL	OR	MUELLER			13	36.26	471.38
B019	1" GJ(CTS) IN-LINE BULLHEAD	FORD U48-43-6.5-G-NL	OR	MUELLER G15363N			3	50.86	152.58
B020	1" GJ(CTS) ANGLE BULLHEAD	FORD UA41-43-65-NL	OR	MUELLER			3	59.73	179.19
B021	1" CORPORATION STOP	FORD F1000-4-G-NL	OR	MUELLER G15008N			15	57.05	855.75
B022	1" GJ(CTS) IN-LINE CURB STOP W/ SWIVEL NUT	FORD B43-444W-G-NL	OR	MUELLER G24350N			1	117.59	117.59
B023	1" GJ(CTS) IN-LINE CURB STOP	FORD B41-444W-G-NL	OR	MUELLER G25170N			5	105.42	527.10
B024	1" GJ(CTS) ANGLE CURB STOP W/ SWIVEL NUT	FORD KV43-444W-G-NL	OR	MUELLER G14258N			25	62.83	1,570.75
B025	1" X 3/4" GJ(CTS) ANGLE CURB STOP W/ SWIVEL NUT	FORD KV43-342W-G-NL	OR	MUELLER G14258N			3	50.77	152.31
B026	1" GJ(CTS) X MALE I.P.	FORD C84-44-G-NL	OR	MUELLER G15428N			1	20.53	20.53
B027	1" GJ(CTS) X FEMALE I.P.	FORD C14-44-G-NL	OR	MUELLER G15451N			6	24.74	148.44
B028	1" X 3/4" GJ(CTS) X MALE I.P.	FORD C84-34-G-NL	OR	MUELLER G15428N			1	19.19	19.19
B029	1" X 3/4" GJ(CTS) X FEMALE I.P.	FORD C14-34-G-NL	OR	MUELLER G15451N			1	21.47	21.47
B030	1" GJ(CTS) X MALE I.P. 90	FORD L84-44-G-NL	OR	MUELLER G15531N			1	31.50	31.50
B031	1" GJ(CTS) X FEMALE I.P. 90	FORD L14-44-G-NL	OR	MUELLER G15533N			1	40.01	40.01
B032	1" X 3/4" GJ(CTS) X MALE I.P. 90	FORD L84-34-G-NL	OR	MUELLER G15531N			1	25.75	25.75
B033	1" GJ(CTS) COUPLING	FORD C44-44-G-NL	OR	MUELLER G15403N			19	24.16	459.04
B034	1" GJ(CTS) 90	FORD L44-44-G-NL	OR	MUELLER G15526N			5	35.03	175.15
B035	1" X 3/4" GJ(CTS) COUPLING	FORD C44-34-G-NL	OR	MUELLER G15403N			1	24.53	24.53
B036	1" PJ(PVC) X MALE I.P.	FORD C87-44-NL	OR	MUELLER V15440N			13	35.83	465.79
B037	1" PJ(PVC) X FEMALE I.P.	FORD C17-44-NL	OR	MUELLER V15442N			13	35.15	456.95
B038	1" X 3/4" PJ(PVC) X MALE I.P.	FORD C87-34-NL	OR	MUELLER V15440N			1	34.27	34.27
B039	1" X 3/4" PJ(PVC) X FEMALE I.P.	FORD C17-34-NL	OR	MUELLER V15442N			6	35.90	215.40
B040	1" PJ(PVC) X MALE I.P. 90	FORD L87-44-NL	OR	MUELLER			13	41.32	537.16
B041	1" PJ(PVC) X FEMALE I.P. 90	FORD L17-44-NL	OR	MUELLER			13	36.66	476.58
B042	1" X 3/4" PJ(PVC) X MALE I.P. 90	FORD L87-34-NL	OR	MUELLER			6	36.64	219.84
B043	1" PJ(PVC) COUPLING	FORD C77-44-NL	OR	MUELLER V15441N			6	52.34	314.04

B044	1" P(J(PVC) 90	FORD L77-44-NL	OR	MUELLER	13	64.27	835.51
B045	1" X 3/4" P(J(PVC) COUPLING	FORD C77-34-NL	OR	MUELLER V15441N	6	42.06	252.36
B046	1 1/2" G(J(CTS) 90	FORD L44-66-G-NL	OR	MUELLER G15526N	1	112.26	112.26
B047	1 1/2" P(J(PVC) 90	FORD L77-66-NL	OR	MUELLER	1	150.82	150.82
B048	1 1/2" G(J(CTS) COUPLING	FORD C44-66-G-NL	OR	MUELLER G15403N	1	80.62	80.62
B049	1 1/2" P(J(PVC) COUPLING	FORD C77-66-NL	OR	MUELLER V15441N	1	101.89	101.89
B050	1 1/2" G(J(CTS) X MALE I.P.	FORD C84-66-G-NL	OR	MUELLER G15428N	1	56.22	56.22
B051	1 1/2" G(J(CTS) X FEMALE I.P.	FORD C14-66-G-NL	OR	MUELLER G15451N	1	71.76	71.76
B052	1 1/2" P(J(PVC) X MALE I.P.	FORD C87-66-NL	OR	MUELLER V15440N	1	70.44	70.44
B053	1 1/2" P(J(PVC) X FEMALE I.P.	FORD C17-66-NL	OR	MUELLER V15442N	1	87.29	87.29
B054	1 1/2" G(J(CTS) X FLANGE ANGLE CURB STOP	FORD FV43-666W-G-NL	OR	MUELLER G14277N	1	217.56	217.56
B055	1 1/2" G(J(CTS) X FEMALE INLINE CURB STOP	FORD B41-666W-G-NL	OR	MUELLER G25170N	1	224.77	224.77
B056	2" G(J(CTS) COUPLING	FORD C44-77-G-NL	OR	MUELLER	1	107.86	107.86
B057	2" G(J(CTS) 90	FORD L44-77-G-NL	OR	MUELLER G15526N	4	225.11	906.44
B058	2" P(J(PVC) 90	FORD L77-77-NL	OR	MUELLER	1	251.92	251.92
B059	2" G(J(CTS) X MALE I.P.	FORD C84-77-G-NL	OR	MUELLER G15428N	4	81.75	327.00
B060	2" G(J(CTS) X FEMALE I.P.	FORD C14-77-G-NL	OR	MUELLER G15451N	4	85.45	341.80
B061	2" P(J(PVC) X FLANGE ANGLE CURB STOP	FORD FV73-777W-NL	OR	MUELLER	1	267.28	267.28
B062	2" P(J(PVC) COUPLING	FORD C77-77-NL	OR	MUELLER	3	152.76	458.28
B063	2" P(J(PVC) X MALE I.P.	FORD C87-77-NL	OR	MUELLER V15440N	4	102.13	408.52
B064	2" P(J(PVC) X FEMALE I.P.	FORD C17-77-NL	OR	MUELLER V15442N	3	117.34	352.02
B065	2" G(J(CTS) X FLANGE ANGLE CURB STOP	FORD FV43-777W-G-NL	OR	MUELLER G14277N	3	276.81	830.43
B066	2" P(J(PVC) X FLANGE ANGLE CURB STOP	FORD FV73-777W-NL	OR	MUELLER	1	267.28	267.28

DRESSER COUPLINGS							
COB ID	Description	Specifications		Specifications	Historical quantity / potential estimate for life of contract	COST	TOTAL
C001	3/4" TWO BOLT BLUE DRESSER COUPLING	FORD FFC31055			1	30.67	30.67
C002	1" TWO BOLT BLUE DRESSING COUPLING	FORD FFC31325			1	32.48	32.48
C003	2" TWO BOLT BLUE DRESSING COUPLING	FORD FFC32385			1	43.58	43.58
C004	2" HYMAX DRESSER COUPLING	HYMAX			9	137.40	1,236.60
C005	3" HYMAX DRESSER COUPLING	HYMAX			1	182.27	182.27
C006	4" HYMAX DRESSER COUPLING	HYMAX			1	233.56	233.56
C007	6" HYMAX DRESSER COUPLING	HYMAX			3	309.32	927.96
C008	8" HYMAX DRESSER COUPLING	HYMAX			1	349.23	349.23
C009	8" FOUR BOLT CAST IRON COUPLING	FORD FFC2W8			1	218.11	218.11
C010	10" HYMAX DRESSER COUPLING	HYMAX			1	449.26	449.26
C011	10" SIX BOLT CAST IRON DRESSER COUPLING	FORD FFC2W10			1	328.67	328.67
C012	12" HYMAX DRESSER COUPLING	HYMAX			1	530.27	530.27
C013	12" SIX BOLT CAST IRON DRESSER COUPLING	FORD FFC2W12			1	396.46	396.46
C014	4" MEGA LUGS FOR D.I. PIPE	MEGA LUGS			1	25.82	25.82
C015	4" MEGA LUGS WITH BOLT & GASKET SET FOR PVC	MEGA LUGS	AND	INCLUDES BOLT AND GASKET SET	1	46.68	46.68
C016	6" MEGA LUGS FOR D.I. PIPE	MEGA LUGS			1	30.36	30.36
C017	6" MEGA LUGS WITH BOLT & GASKET SET FOR PVC	MEGA LUGS	AND	INCLUDES BOLT AND GASKET SET	3	58.44	146.10
C018	8" MEGA LUGS FOR D.I. PIPE	MEGA LUGS			1	45.63	45.63
C019	8" MEGA LUGS WITH BOLT & GASKET SET FOR PVC	MEGA LUGS	AND	INCLUDES BOLT AND GASKET SET	3	78.84	197.10
C020	10" MEGA LUGS FOR D.I. PIPE	MEGA LUGS			1	87.61	84.51
C021	10" MEGA LUGS WITH BOLT & GASKET SET FOR PVC	MEGA LUGS	AND	INCLUDES BOLT AND GASKET SET	1	137.27	171.59
C022	12" MEGA LUGS FOR D.I. PIPE	MEGA LUGS			1	98.52	123.15
C023	12" MEGA LUGS WITH BOLT & GASKET SET FOR PVC	MEGA LUGS	AND	INCLUDES BOLT AND GASKET SET	3	144.07	432.21
C024	16" MEGA LUGS FOR D.I. PIPE	MEGA LUGS			1	186.64	186.64
C025	16" MEGA LUGS WITH BOLT & GASKET SET FOR PVC	MEGA LUGS	AND	INCLUDES BOLT AND GASKET SET	1	293.49	293.49
C026	3" MEGA LUGS FOR D.I. PIPE	MEGA LUGS			1	24.36	24.36
C027	3" MEGA LUGS WITH BOLT & GASKET SET FOR PVC	MEGA LUGS	AND	INCLUDES BOLT AND GASKET SET	1	43.36	43.36
C028	4" MEGA LUGS FOR PVC	MEGA LUGS			1	31.27	31.27
C029	6" MEGA LUGS FOR PVC	MEGA LUGS			1	37.99	37.99
C030	8" MEGA LUGS FOR PVC	MEGA LUGS			1	56.17	56.17
C031	10" MEGA LUGS FOR PVC	MEGA LUGS			1	106.16	106.16
C032	12" MEGA LUGS FOR PVC	MEGA LUGS			1	111.80	111.80
C033	16" MEGA LUGS FOR PVC	MEGA LUGS			1	245.17	245.17

LEAK CLAMPS							
COB ID	Description	Specifications		Specifications	Historical quantity / potential estimate for life of contract	COST	TOTAL
D001	2" X 12" FULL CIRCLE CLAMP	FORD FF1263125				89.06	89.06
D002	4" X 12" FULL CIRCLE CLAMP	FORD FF1514125			8	103.66	829.28
D003	6" X 12" FULL CIRCLE CLAMP	FORD FF1724125			10	114.34	1,143.40
D004	6" X 12" FULL CIRCLE CLAMP W/ 1" CC TAP	FORD FF1724125CC4			4	132.17	528.68
D005	6" X 18" FULL CIRCLE CLAMP	FORD FF172420			3	190.02	570.06
D006	6" X 24" FULL CIRCLE CLAMP	FORD FF172425			3	231.42	694.26
D007	8" X 12" FULL CIRCLE CLAMP	FORD FF1939125			9	126.14	1,135.26
D008	8" X 12" FULL CIRCLE CLAMP W/ 1" CC TAP	FORD FF1939125CC4			1	146.25	146.25
D009	8" X 16" FULL CIRCLE CLAMP	FORD FF193915			1	158.18	158.18
D010	8" X 24" FULL CIRCLE CLAMP	FORD FF193925			1	256.24	256.24
D011	10" X 12" FULL CIRCLE CLAMP	FORD FF11144125			1	168.93	168.93
D012	10" X 12" FULL CIRCLE CLAMP W/ 1" CC TAP	FORD FF11144125CC4			1	185.15	185.15
D013	12" X 12" FULL CIRCLE CLAMP	FORD FF11350125			1	177.27	177.27
D014	12" X 12" FULL CIRCLE CLAMP W/ 1" CC TAP	FORD FF11350125CC4			1	194.89	194.89

TAPPING SADDLES							
COB ID	Description	Specifications		Specifications	Historical quantity / potential estimate for life of contract	COST	TOTAL
E001	2" X 3/4" CC THREAD	MUELLER MDR2S0235CCF			1	58.28	58.28
E002	4" X 3/4" CC THREAD	MUELLER MDR2S0447CCF			1	55.99	55.99
E003	6" X 3/4" CC THREAD	MUELLER MDR2S0659CCF			1	64.32	64.32
E004	8" X 3/4" CC THREAD	MUELLER MDR2S0854CCF			1	76.00	76.00
E005	10" X 3/4" CC THREAD	MUELLER MDR2S1064CCF			1	90.32	90.32
E006	12" X 3/4" CC THREAD	MUELLER MDR2S1262CCF			1	105.13	105.13
E007	2" X 1" CC THREAD	MUELLER MDR2S0235CCG			8	58.28	466.24
E008	4" X 1" CC THREAD	MUELLER MDR2SC447CCG			1	55.99	55.99
E009	6" X 1" CC THREAD	MUELLER MDR2S0659CCG			1	64.32	64.32
E010	8" X 1" CC THREAD	MUELLER MDR2SC854CCG			1	76.00	76.00
E011	10" X 1" CC THREAD	MUELLER MDR2S1064CCG			1	90.32	90.32
E012	12" X 1" CC THREAD	MUELLER MDR2S1262CCG			1	105.13	105.13
E013	4" X 2" I.P. THREAD	MUELLER MDR2S0447IPK			1	67.43	67.43
E014	6" X 2" I.P. THREAD	MUELLER MDR2S0659IPK			1	77.09	77.09
E015	8" X 2" I.P. THREAD	MUELLER MDR2S0854IPK			6	89.73	538.38
E016	10" X 2" I.P. THREAD	MUELLER MDR2S1064IPK			1	104.78	104.78
E017	12" X 2" I.P. THREAD	MUELLER MDR2S1262IPK			1	120.44	120.44

SEWER FITTINGS & COUPLINGS							
COB ID	Description	Specifications		Specifications	Historical quantity / potential estimate for life of contract	COST	TOTAL
F001	3" GEM CAP	NO SPECIFICATIONS				6.27	6.27
F002	3" PVC/CAST IRON X PVC/CAST IRON	NO SPECIFICATIONS			13	4.29	55.77
F003	4" GEM CAP	NO SPECIFICATIONS			1	8.04	8.04
F004	4" PVC/CAST IRON X CLAY	NO SPECIFICATIONS			1	5.38	5.38
F005	4" PVC/CAST IRON X CONCRETE	NO SPECIFICATIONS			3	5.80	17.40
F006	4" PVC/CAST IRON X PVC/CAST IRON	NO SPECIFICATIONS			25	5.38	134.50
F007	6" PVC/CAST IRON X CLAY	NO SPECIFICATIONS			3	11.50	34.50
F008	6" PVC/CAST IRON X CONCRETE	NO SPECIFICATIONS			6	12.72	76.32
F009	6" PVC/CAST IRON X PVC/CAST IRON	NO SPECIFICATIONS			13	11.50	149.50
F010	8" PVC/CAST IRON X CLAY	NO SPECIFICATIONS			1	17.70	17.70
F011	8" PVC/CAST IRON X CONCRETE	NO SPECIFICATIONS			3	19.11	57.33
F012	8" PVC/CAST IRON X PVC/CAST IRON	NO SPECIFICATIONS			3	17.70	53.10

F013	10" PVC/CAST IRON X CLAY	NO SPECIFICATIONS			1	26.56	26.56
F014	10" PVC/CAST IRON X CONCRETE	NO SPECIFICATIONS			1	26.56	26.56
F015	10" PVC/CAST IRON X PVC/CAST IRON	NO SPECIFICATIONS			1	26.56	26.56
F016	12" PVC/CAST IRON X CLAY	NO SPECIFICATIONS			1	30.99	30.99
F017	12" PVC/CAST IRON X CONCRETE	NO SPECIFICATIONS			1	30.99	30.99
F018	12" PVC/CAST IRON X PVC/CAST IRON	NO SPECIFICATIONS			1	30.99	30.99
F019	15" PVC/CAST IRON X CLAY	NO SPECIFICATIONS			1	48.73	48.73
F020	15" PVC/CAST IRON X CONCRETE	NO SPECIFICATIONS			1	67.99	67.99
F021	15" PVC/CAST IRON X PVC/CAST IRON	NO SPECIFICATIONS			1	48.73	48.73
F022	4" SEWER SADDLE	FERNCO TST-4 OR EQUIVALENT			23	48.31	1,111.13
F023	8" WYE SEWER	NO SPECIFICATIONS			1	56.93	56.93
F024	8" 45 GASKETED ELBOW SEWER	NO SPECIFICATIONS			1	23.85	23.85
F025	8" 90 GASKETED ELBOW SEWER	NO SPECIFICATIONS			1	75.22	75.22
F026	3" x 4" PVC/CAST IRON X PVC/CAST IRON	NO SPECIFICATIONS			32	5.79	185.28

YARD										
COB ID	Description	Specifications				Specifications	Historical quantity / potential estimate for life of contract	COST	TOTAL	
G001	PVC PIPE 2" X 20' BELLED SCH-40 (LF)	NO SPECIFICATIONS					75	1.29	96.45	
G002	PVC PIPE 3" SCH-40 (LF)	NO SPECIFICATIONS					50	2.45	122.50	
G003	4" X 20' PVC PIPE C-900 (LF)	NO SPECIFICATIONS					275	5.77	1,586.75	
G004	6" X 20' PVC PIPE C-900 (LF)	NO SPECIFICATIONS					150	11.79	1,768.50	
G005	8" X 20' PVC PIPE C-900 (LF)	NO SPECIFICATIONS					150	20.21	3,031.50	
G006	10" X 20' PVC PIPE C-900 (LF)	NO SPECIFICATIONS					1	30.33	30.33	
G007	12" X 20' PVC PIPE C-900 (LF)	NO SPECIFICATIONS					1	42.71	42.71	
G008	16" X 20' PVC PIPE C-900 (LF)	NO SPECIFICATIONS					1	91.03	91.03	
G009	4" X 14" SDR-35 (LF)	NO SPECIFICATIONS					245	2.30	563.50	
G010	6" X 14" SDR-35 (LF)	NO SPECIFICATIONS					245	5.27	1,291.15	
G011	8" X 14" SDR-35 (LF)	NO SPECIFICATIONS					35	9.60	336.00	
G012	10" X 14" SDR-35 (LF)	NO SPECIFICATIONS					1	14.90	14.90	
G013	12" X 14" SDR-35 (LF)	NO SPECIFICATIONS					1	21.45	21.45	
G014	15" X 14" SDR-35 (LF)	NO SPECIFICATIONS					1	31.65	31.65	
G015	24" MANHOLE RING AND LID w/ CITY OF BURLESON LOGO	W/ CITY OF BURLESON LOGO AND "DIPPED"	AND	BASS & HAYS	OR	EXACT SIZE EQUIVALENT DOMESTIC	6	559.27	3,355.62	
G016	24" MANHOLE LID ONLY w/ CITY OF BURLESON LOGO	W/ CITY OF BURLESON LOGO AND "DIPPED"	AND	BASS & HAYS	OR	EXACT SIZE EQUIVALENT DOMESTIC	6	265.83	1,594.98	
G017	30" MANHOLE RING AND LID w/ CITY OF BURLESON LOGO	W/ CITY OF BURLESON LOGO AND "DIPPED"	AND	BASS & HAYS	OR	EXACT SIZE EQUIVALENT DOMESTIC	1	645.83	645.83	
G018	30" MANHOLE LID ONLY w/ CITY OF BURLESON LOGO	W/ CITY OF BURLESON LOGO AND "DIPPED"	AND	BASS & HAYS	OR	EXACT SIZE EQUIVALENT DOMESTIC	1	309.94	309.94	
G019	24" MANHOLE LID ONLY	STAR				OR	EXACT SIZE EQUIVALENT IMPORT	6	161.55	969.30
G020	30" MANHOLE LID ONLY	IMPORT					6	267.96	1,607.76	
G021	2 1/2" Metal MANHOLE RISER Ring	NO SPECIFICATIONS					1	98.72	98.72	
G022	24" X 2" CONCRETE MANHOLE RISER RING	NO SPECIFICATIONS					3	16.39	49.17	
G023	24" X 3" CONCRETE MANHOLE RISER RING	NO SPECIFICATIONS					3	20.78	62.34	
G024	24" X 4" CONCRETE MANHOLE RISER RING	NO SPECIFICATIONS					3	22.22	66.66	
G025	30" X 2" CONCRETE MANHOLE RISER RING	NO SPECIFICATIONS					3	20.78	62.34	
G026	30" X 3" CONCRETE MANHOLE RISER RING	NO SPECIFICATIONS					3	25.20	75.60	
G027	30" X 4" CONCRETE MANHOLE RISER RING	NO SPECIFICATIONS					3	29.94	89.82	
G028	36" OD X 24" ID X 3/4" CRETEX PRO RING RISER	CRETEX PRO RING SP-C3624F075					3	48.60	145.80	
G029	36" OD X 24" ID X 1" CRETEX PRO RING RISER	CRETEX PRO RING C3624F100					3	53.87	161.61	
G030	36" OD X 24" ID X 1.25" CRETEX PRO RING RISER	CRETEX PRO RING C3624F125					3	61.73	185.19	
G031	36" OD X 24" ID X 1.50" CRETEX PRO RING RISER	CRETEX PRO RING C3624F150					3	69.60	208.80	
G032	36" OD X 24" ID X 1.75" CRETEX PRO RING RISER	CRETEX PRO RING C3624F175					3	77.91	233.73	
G033	36" OD X 24" ID X 2" CRETEX PRO RING RISER	CRETEX PRO RING C3624F200					3	85.38	256.14	
G034	36" OD X 24" ID X 2.25 CRETEX PRO RING RISER	CRETEX PRO RING SP-C3624F225					3	93.30	279.90	
G035	36" OD X 24" ID X 2.50 CRETEX PRO RING RISER	CRETEX PRO RING SP-C3624F250					3	99.78	299.34	
G036	36" OD X 24" ID X 4" CRETEX PRO RING RISER	CRETEX PRO RING SP-C3624G400F					8	147.09	1,176.72	
G037	36" OD X 24" ID X 6" CRETEX PRO RING RISER	CRETEX PRO RING SP-C3624G600F					10	203.58	2,035.80	
G038	M-1 ADHESIVE 28OZ CARTRIDGE	SP-CM1ADHESIVE					1	27.91	27.91	
G039	255 CAULK DISPENSER GUN	SP-C22CAULKGUN					1	313.20	313.20	
G040	SHORTY STACK AND LID	NO SPECIFICATIONS					13	54.67	710.71	
G041	SHORTY STACK (LID ONLY)	NO SPECIFICATIONS					8	16.36	130.88	
G042	VALVE BOX LID ONLY	NO SPECIFICATIONS					6	15.60	93.60	
G043	1" VALVE BOX LID RISER	NO SPECIFICATIONS					1	19.93	19.93	
G044	2" VALVE BOX LID RISER	NO SPECIFICATIONS					1	26.00	26.00	
G045	4" VALVE BOX LID RISER	NO SPECIFICATIONS					1	42.58	42.58	
G046	VALVE BOX EXTENSION W/ LID SHORT (18"-24")	NO SPECIFICATIONS					4	55.55	234.20	
G047	VALVE BOX TOP SECTION ONLY (18"-24")	NO SPECIFICATIONS					4	21.91	87.64	
G048	VALVE BOX BOTTOM SECTION ONLY (18"-24")	NO SPECIFICATIONS					4	29.80	119.20	
G049	VALVE BOX EXTENSION W/ LID LONG (24"-36")	NO SPECIFICATIONS					4	69.33	277.32	
G050	VALVE BOX TOP SECTION ONLY (24"-36")	NO SPECIFICATIONS					4	32.43	129.72	
G051	VALVE BOX BOTTOM SECTION ONLY (24"-36")	NO SPECIFICATIONS					4	40.73	162.92	
G052	6" X 12" MJ CAST IRON SLEEVE/COUPLING	NO SPECIFICATIONS					4	96.90	387.60	
G053	8" X 12" MJ CAST IRON SLEEVE/COUPLING	NO SPECIFICATIONS					4	155.73	622.92	
G054	10" X 12" MJ CAST IRON SLEEVE/COUPLING	NO SPECIFICATIONS					3	186.38	559.14	
G055	12" X 12" MJ CAST IRON SLEEVE/COUPLING	NO SPECIFICATIONS					3	247.87	743.61	
G056	6" MJ CAST IRON TEE	NO SPECIFICATIONS					1	153.26	153.26	
G057	8" MJ CAST IRON TEE	NO SPECIFICATIONS					1	226.84	283.55	
G058	6" MJ CAST IRON CAPS	NO SPECIFICATIONS					1	43.51	54.39	
G059	8" MJ CAST IRON CAPS	NO SPECIFICATIONS					1	71.19	88.99	

VALVE & HYDRANT MUELLER OR APPROVED EQUAL WITH R.W. GATE VALVE, EPOXY COATED									
COB ID	Description	Specifications			Historical quantity / potential estimate for life of contract	COST	TOTAL		
H001	2" I.P. X I.P. HANDWHEEL VALVE (DOMESTIC)				3	447.04	1,341.12		
H002	2" I.P. X I.P. SQUARE NUT VALVE (DOMESTIC)				3	389.08	1,167.24		
H003	2" I.P. X FLANGE SQUARE NUT VALVE (DOMESTIC)				1	474.21	474.21		
H004	2" FLANGE X FLANGE SQUARE NUT VALVE (DOMESTIC)				1	396.83	396.83		
H005	4" MJ X MJ SQUARE NUT VALVE (DOMESTIC)				1	637.39	637.39		
H006	4" MJ X FLANGE SQUARE NUT VALVE (DOMESTIC)				1	591.72	591.72		
H007	4" FLANGE X FLANGE SQUARE NUT VALVE (DOMESTIC)				1	614.49	614.49		
H008	6" MJ X MJ SQUARE NUT VALVE (DOMESTIC)				1	813.00	813.00		
H009	6" MJ X FLANGE SQUARE NUT VALVE (DOMESTIC)				1	813.00	813.00		
H010	6" FLANGE X FLANGE SQUARE NUT VALVE (DOMESTIC)				1	844.26	844.26		
H011	8" MJ X MJ SQUARE NUT VALVE (DOMESTIC)				1	1,294.84	1,294.84		
H012	8" MJ X FLANGE SQUARE NUT VALVE (DOMESTIC)				3	1,270.43	3,811.29		
H013	8" FLANGE X FLANGE SQUARE NUT VALVE (DOMESTIC)				1	1,319.31	1,319.31		
H014	4" BURIED HYDRANT - SILVER IN COLOR	CLOW MEDALLION	OR	MUELLER SUPER CENTURION	OR	EJ WaterMaster 5CD250	3	2,830.14	8,490.42
H015	5" BURIED HYDRANT - SILVER IN COLOR	CLOW MEDALLION	OR	MUELLER SUPER CENTURION	OR	EJ WaterMaster 5CD250	3	2,961.51	8,884.53
H016	2" FLANGE ACCESSORY KIT				1	5.89	5.89		
H017	3" FLANGE ACCESSORY KIT				1	5.99	5.99		
H018	4" FLANGE ACCESSORY KIT				1	9.69	9.69		
H019	6" FLANGE ACCESSORY KIT				1	14.68	14.68		
H020	8" FLANGE ACCESSORY KIT				1	21.28	21.28		
H021	10" FLANGE ACCESSORY KIT				1	34.89	34.89		
H022	12" FLANGE ACCESSORY KIT				1	41.38	41.38		

METER BOXES							
COB ID	Description	Specifications			Historical quantity / potential estimate for life of contract	COST	TOTAL
I001	DOUBLE METER BOX	ALLIANCE D16-AMR-DU-SB			135	43.66	6,025.08
I002	DOUBLE METER BOX LID ONLY	ALLIANCE D16-AMR-DU-SB (LID ONLY)			100	8.60	860.00
I003	BOLTDOWN MINI VAULT	ROTEC: D1730-18-BDSM			1	305.09	305.09
I004	DOUBLE CONCRET METER BOX (BOX ONLY)	BHFI CMB18DUAL			3		NO BID

J005	DOUBLE CONCRETE METER BOX CAST IRON LID (LID ONLY)	BHFI CMBB18C	3	91.31	228.28
J006	DOUBLE CONCRETE METER BOX CAST IRON LID WITH PREDRILLED HOLE FOR ONE EXTERNAL ANTENNA (LID ONLY)		1	99.76	99.76
J007	65H CONCRETE VAULT METER BOX (BOX ONLY)	BHFI CMB65B65	1		NO BID
J008	65T CONCRETE VAULT METER BOX CAST IRON LID (LID ONLY)	BHFI B65C	1	214.02	214.02
J009	65T CONCRETE VAULT METER BOX CAST IRON LID WITH PREDRILLED HOLES FOR TWO EXTERNAL ANTENNAS (LID ONLY)		1	251.56	251.56
J010	38C COMPLETE DOUBLE PLASTIC METER BOX AND LID	DFW38C-1A-1A	3	163.45	490.35
J011	38C PLASTIC (LID ONLY)	DFW38C-1A-LID	1	55.91	55.91

ROW CLEANOUT MISC					
COB ID	Description	Specifications	Historical quantity / potential estimate for life of contract	COST	TOTAL
J001	4" THREADED METAL PLUG	MUST BE ABLE TO BE FOUND WITH METAL DETECTOR	13	8.26	107.38
J002	NDS 6" ROUND BOX	208B	13	2.53	32.89
J003	NDS 6" ROUND OVERLAPPING COVER - SEWER	107CS	13	2.00	26.00
J004	NDS 6" ROUND BOX W/ OVERLAPPING COVER - SEWER	208BCS	13	3.21	41.73
J005	4" 45 DEGREE THIN WALL LONG SWEEP TEE WYE	THIN WALL	13	9.55	124.15
J006	4" GLUE ON HUB X FEMALE THREAD THIN WALL	THIN WALL	13	5.95	77.35

FLUSH VALVE MISC					
COB ID	Description	Specifications	Historical quantity / potential estimate for life of contract	COST	TOTAL
K001	1" BACK FLOW PREVENTER	USC FCCOHR approved	13	191.60	2,490.80
K002	1 1/2" HUNTER GLOBE VALVE	HUNTER ICV151G, 1-1/2" NPT, 200 PSI	13	139.00	1,807.00
K003	HUNTER CONTROLLER	HUNTER SVC-100 w/ SOLENOID	13	144.00	1,872.00
K004	3" X 2" BRASS TEE	Domestic	3	392.28	1,176.84
K005	3" PVC THREADED PLUG		6	3.53	21.18
K006	3" SDR35 PVC MALE X GLUE		1	18.19	18.19
K007	3" SDR35 PVC PIPE		1	NO BID	NO BID
K008	3" SDR35 COUPLING		1	2.62	2.62
K009	4" NDS BOTTOM OUTLET		6	3.45	20.70
K010	NDS END CAP FOR BOTTOM OUTLET		19	2.32	44.08

END OF LIST

**City of Burleson  
Addendum to Vendor's Contract  
Additional Provisions**

Ferguson Enterprises LLC

13201 Harmon Rd Fort Worth, Texas 76177

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. Limitation of Vendor's Contract Form. 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. Applicable Law; Venue. 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. Tax Exempt Status. 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. Entire Agreement. 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. Savings Clause. 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. Conflicts Of Interest. 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. Anti-Boycotting Provisions. 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. Vendor Certification Regarding Business With Certain Countries And Organizations. 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. Relationship of the Parties. 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. Survival. 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. Conflict. 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. Counterparts; PDF Signatures. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any pdf-format or other electronic transmission of any signature of a signatory shall be deemed an original and shall bind such signatory.

IN WITNESS WHEREOF, the parties have caused this Addendum to be duly executed, intending thereby to be legally bound.

City of Burleson, Texas:

Ferguson Enterprises LLC

By: \_\_\_\_\_

By: Troy McCamish

Name: \_\_\_\_\_

Name: Troy McCamish

Title: \_\_\_\_\_

Title: Municipal Operations Manager

Date: \_\_\_\_\_

Date: 10/25/2023

# PIPE AND APPURTENANCE

Section A : BRASS LOW LEAD NON COMPRESSION								Consolidated Pipe		Core & Main		Ferguson		Fortiline		Johnson County WinWater	
COB ID	Description	Specification	OR	Specification	OR	Specification	Historical quantity / potential estimate for life of contract	Cost Each	Total Cost	Cost Each	Total Cost	Cost Each	Total Cost	Cost Each	Total Cost	Cost Each	Total Cost
A001	3/4" SOFT COPPER	Type K Soft Copper (LF) DOMESTIC ONLY					1.00	\$ 7.00	\$ 7.00	\$ 7.51	\$ 7.51	\$ 6.22	\$ 6.22	\$ -	\$ -	\$ 6.25	\$ 6.25
A002	1" SOFT COPPER	Type K Soft Copper (LF) DOMESTIC ONLY					625.00	\$ 8.89	\$ 5,553.16	\$ 9.97	\$ 6,231.25	\$ 8.25	\$ 5,156.25	\$ -	\$ -	\$ 7.50	\$ 4,687.50
A003	1 1/2" HARD COPPER	Type L Hard Copper (LF) DOMESTIC ONLY					1.00	\$ 14.48	\$ 14.48	\$ 11.77	\$ 11.77	\$ 9.64	\$ 9.64	\$ -	\$ -	\$ 9.25	\$ 9.25
A004	2" HARD COPPER	Type L Hard Copper (LF)					50.00	\$ 22.20	\$ 1,109.77	\$ 18.94	\$ 947.00	\$ 15.51	\$ 775.50	\$ -	\$ -	\$ 14.75	\$ 737.50
A005	2" Hard Copper	Type L Hard Copper (LF)					36.30	\$ 36.30	\$ 37.14	\$ 37.14	\$ 37.14	\$ 30.74	\$ 30.74	\$ -	\$ -	\$ 29.50	\$ 29.50
A006	3/4" I.P. IN-LINE CURB STOP (LONG)	FORD BL11-233W-NL	OR	MUELLER B20245RN			50.00	\$ 42.92	\$ 2,145.98	\$ 40.79	\$ 2,039.50	\$ 41.25	\$ 2,062.50	\$ 39.77	\$ 1,988.50	\$ 41.50	\$ 2,075.00
A007	3/4" I.P. IN-LINE CURB STOP (REGULAR)	FORD BH11-233W-NL	OR	MUELLER B20200RN			6.00	\$ 44.20	\$ 265.17	\$ 42.81	\$ 256.86	\$ 42.81	\$ 256.86	\$ 41.74	\$ 250.44	\$ 42.50	\$ 255.00
A008	3/4" I.P. ANGLE CURB STOP W/ SWIVEL NUT	FORD KV13-332W-NL	OR	MUELLER H14265N			56.00	\$ 37.39	\$ 2,093.89	\$ 35.59	\$ 1,993.04	\$ 35.59	\$ 1,993.04	\$ 34.70	\$ 1,943.20	\$ 36.25	\$ 2,030.00
A009	3/4" BRASS I.P. STREET 90	DOMESTIC					1.00	\$ 16.09	\$ 16.09	\$ 18.19	\$ 18.19	\$ 16.47	\$ 16.47	\$ -	\$ -	\$ 21.75	\$ 21.75
A010	3/4" BRASS I.P. FEMALE X FEMALE 90	DOMESTIC					11.69	\$ 11.69	\$ 13.21	\$ 13.21	\$ 13.21	\$ 12.25	\$ 12.25	\$ -	\$ -	\$ 11.50	\$ 11.50
A011	3/4" CLOSE BRASS NIPPLE	DOMESTIC					6.00	\$ 2.18	\$ 13.10	\$ 2.64	\$ 15.84	\$ 2.92	\$ 17.52	\$ -	\$ -	\$ 3.25	\$ 19.50
A012	3/4" BRASS I.P. COUPLING	DOMESTIC					6.00	\$ 10.26	\$ 61.59	\$ 11.60	\$ 69.60	\$ 10.76	\$ 64.56	\$ -	\$ -	\$ 14.00	\$ 84.00
A013	1" I.P. IN-LINE CURB STOP	FORD B11-444W-NL	OR	MUELLER B20200N			1.00	\$ 86.66	\$ 86.66	\$ 93.84	\$ 93.84	\$ 93.85	\$ 93.85	\$ 91.51	\$ 91.51	\$ 96.00	\$ 96.00
A014	1" I.P. ANGLE CURB STOP W/ SWIVEL NUT	FORD KV13-444W-NL	OR	MUELLER H14265N			1.00	\$ 57.32	\$ 57.32	\$ 54.57	\$ 54.57	\$ 54.57	\$ 54.57	\$ 53.21	\$ 53.21	\$ 55.50	\$ 55.50
A015	1" X 3/4" I.P. ANGLE CURB STOP W/ SWIVEL NUT	FORD KV13-342W-NL	OR	MUELLER H14265N			1.00	\$ 39.92	\$ 39.92	\$ 37.98	\$ 37.98	\$ 37.98	\$ 37.98	\$ 37.03	\$ 37.03	\$ 38.60	\$ 38.60
A016	1" BRASS I.P. STREET 90	DOMESTIC					22.00	\$ 26.32	\$ 579.08	\$ 29.76	\$ 654.72	\$ 27.59	\$ 606.98	\$ -	\$ -	\$ 28.00	\$ 572.00
A017	1" BRASS I.P. FEMALE X FEMALE 90	DOMESTIC					1.00	\$ 19.01	\$ 19.01	\$ 21.50	\$ 21.50	\$ 19.93	\$ 19.93	\$ -	\$ -	\$ 19.00	\$ 19.00
A018	1" BRASS CLOSE NIPPLE	DOMESTIC					6.00	\$ 3.22	\$ 19.31	\$ 3.88	\$ 23.28	\$ 4.24	\$ 25.44	\$ -	\$ -	\$ 8.00	\$ 48.00
A019	1" BRASS I.P. COUPLING	DOMESTIC					1.00	\$ 17.51	\$ 17.51	\$ 19.80	\$ 19.80	\$ 18.35	\$ 18.35	\$ -	\$ -	\$ 23.75	\$ 23.75
A020	2" X 6" BRASS NIPPLE	DOMESTIC					3.00	\$ 21.22	\$ 63.66	\$ 25.60	\$ 76.80	\$ 27.98	\$ 83.94	\$ -	\$ -	\$ 38.00	\$ 114.00
A021	1" X 3/4" BRASS HEX BUSHING	FORD C18-34-NL	OR	MUELLER 47169N	OR	DOMESTIC	6.00	\$ 6.39	\$ 38.34	\$ 5.93	\$ 35.58	\$ 5.93	\$ 35.58	\$ 5.79	\$ 34.74	\$ 6.00	\$ 36.00
A022	1" CC X 3/4" BRASS HEX BUSHING	FORD BMAA-43-NL	OR	MUELLER H10030N	OR	DOMESTIC	1.00	\$ 18.94	\$ 18.94	\$ 16.09	\$ 16.09	\$ 16.09	\$ 16.09	\$ 15.69	\$ 15.69	\$ 16.50	\$ 16.50
A023	1 1/2" X 3/4" BRASS HEX BUSHING	FORD C18-36-NL	OR	MUELLER 47169N	OR	DOMESTIC	6.00	\$ 25.89	\$ 155.31	\$ 24.02	\$ 144.12	\$ 24.02	\$ 144.12	\$ 23.42	\$ 140.52	\$ 25.75	\$ 154.50
A024	2" X 3/4" BRASS HEX BUSHING	FORD C18-37-NL	OR	DOMESTIC			1.00	\$ 26.98	\$ 26.98	\$ 25.03	\$ 25.03	\$ 25.03	\$ 25.03	\$ 24.41	\$ 24.41	\$ 31.75	\$ 31.75
A025	1 1/4" X 1" BRASS HEX BUSHING	FORD C18-54-NL	OR	DOMESTIC			6.00	\$ 23.56	\$ 141.38	\$ 21.87	\$ 131.22	\$ 21.87	\$ 131.22	\$ 21.32	\$ 127.92	\$ 18.25	\$ 109.50
A026	1 1/2" X 1" BRASS HEX BUSHING	FORD C18-45-NL	OR	MUELLER 47169N	OR	DOMESTIC	6.00	\$ 25.89	\$ 155.31	\$ 24.02	\$ 144.12	\$ 24.02	\$ 144.12	\$ 23.42	\$ 140.52	\$ 25.75	\$ 154.50
A027	2" X 1" BRASS HEX BUSHING	FORD C18-47-NL	OR	MUELLER 47169N	OR	DOMESTIC	6.00	\$ 24.99	\$ 149.93	\$ 23.19	\$ 139.14	\$ 23.19	\$ 139.14	\$ 22.61	\$ 135.86	\$ 31.75	\$ 190.50
A028	2" X 1 1/2" BRASS HEX BUSHING	FORD C18-67-NL	OR	MUELLER 47172N	OR	DOMESTIC	16.00	\$ 24.92	\$ 398.71	\$ 23.12	\$ 369.92	\$ 23.12	\$ 369.92	\$ 22.61	\$ 361.76	\$ 32.75	\$ 524.00
A029	1 1/2" CLOSE BRASS NIPPLE	DOMESTIC					5.00	\$ 6.21	\$ 31.03	\$ 7.49	\$ 37.45	\$ 7.71	\$ 38.55	\$ -	\$ -	\$ 10.25	\$ 51.25
A030	1 1/2" BRASS I.P. COUPLING	DOMESTIC					1.00	\$ 38.01	\$ 38.01	\$ 43.00	\$ 43.00	\$ 39.84	\$ 39.84	\$ -	\$ -	\$ 40.00	\$ 40.00
A031	2" CLOSE BRASS NIPPLE	DOMESTIC					13.00	\$ 9.45	\$ 122.83	\$ 11.40	\$ 148.20	\$ 11.74	\$ 152.62	\$ -	\$ -	\$ 14.50	\$ 188.50
A032	2" BRASS I.P. COUPLING	DOMESTIC					3.00	\$ 62.85	\$ 188.55	\$ 71.09	\$ 213.27	\$ 65.88	\$ 197.64	\$ -	\$ -	\$ 62.75	\$ 186.75
A033	1 1/2" BRASS STREET 90	DOMESTIC					1.00	\$ 52.61	\$ 52.61	\$ 59.50	\$ 59.50	\$ 55.14	\$ 55.14	\$ -	\$ -	\$ 66.50	\$ 66.50
A034	1 1/2" BRASS FEMALE X FEMALE 90	DOMESTIC					1.00	\$ 44.85	\$ 44.85	\$ 50.73	\$ 50.73	\$ 47.01	\$ 47.01	\$ -	\$ -	\$ 37.75	\$ 37.75
A035	2" BRASS STREET 90	DOMESTIC					3.00	\$ 89.16	\$ 267.48	\$ 100.84	\$ 302.52	\$ 93.46	\$ 280.38	\$ -	\$ -	\$ 88.50	\$ 265.50
A036	2" BRASS FEMALE X FEMALE 90	DOMESTIC					1.00	\$ 66.80	\$ 66.80	\$ 75.56	\$ 75.56	\$ 70.02	\$ 70.02	\$ -	\$ -	\$ 64.50	\$ 64.50
A037	2" I.P. X FLANGE ANGLE CURB STOP	FORD FV13-777W-NL	OR	MUELLER H14265N			1.00	\$ 208.49	\$ 208.49	\$ 240.83	\$ 240.83	\$ 240.83	\$ 240.83	\$ 234.83	\$ 234.83	\$ 202.25	\$ 202.25
A038	3/4" METER SPUD	FORD C38-23.2-NL	OR	EQUAL WITH HEXAGON OUTSIDE			375.00	\$ 11.70	\$ 4,387.93	\$ 11.13	\$ 4,173.75	\$ 11.26	\$ 4,222.50	\$ 10.78	\$ 4,072.50	\$ 11.25	\$ 4,218.75
A039	1" METER SPUD	FORD C38-42.825-NL	OR	EQUAL WITH HEXAGON OUTSIDE			125.00	\$ 18.02	\$ 2,252.87	\$ 17.13	\$ 2,141.25	\$ 17.33	\$ 2,166.25	\$ 16.71	\$ 2,088.75	\$ 17.50	\$ 2,187.50
A040	1" X 1/2" METER ADAPTER (LONG) -- (SOLD IN PAIRS)	A24-NL					1.00	\$ 29.94	\$ 29.94	\$ 28.43	\$ 28.43	\$ 28.43	\$ 28.43	\$ 27.72	\$ 27.72	\$ 30.25	\$ 30.25
A041	1" X 3/4" METER COUPLING BUSHING	FORD BBM-34-NL	OR	MUELLER H10889-9000N	OR	DOMESTIC	1.00	\$ 16.68	\$ 16.68	\$ 13.86	\$ 13.86	\$ 14.01	\$ 14.01	\$ -	\$ -	\$ 22.00	\$ 22.00
A042	1 1/2" METER FLANGE	FORD CP31-46-NL	OR	MUELLER	OR	DOMESTIC	1.00	\$ 52.09	\$ 52.09	\$ 49.54	\$ 49.54	\$ 49.54	\$ 49.54	\$ -	\$ -	\$ 51.00	\$ 51.00
A043	2" METER FLANGE SLOTTED FOR 2" & 1 1/2"	FORD CP31-774N	OR	MUELLER	OR	DOMESTIC	13.00	\$ 68.01	\$ 884.15	\$ 64.89	\$ 840.97	\$ 64.50	\$ 840.97	\$ -	\$ -	\$ 68.00	\$ 858.00
A044	1" METER RISER for 6" x 3/4"	FORD VA2-79-NL	OR	MUELLER H4118N	OR	DOMESTIC	1.00	\$ 110.59	\$ 110.59	\$ 109.78	\$ 109.78	\$ 109.78	\$ 109.78	\$ 107.94	\$ 107.94	\$ 100.00	\$ 100.00
A045	12" METER RISER for 6" x 3/4"	FORD VA2-12W-NL	OR	MUELLER H4118N	OR	DOMESTIC	1.00	\$ 115.91	\$ 115.91	\$ 115.06	\$ 115.06	\$ 115.06	\$ 115.06	\$ 112.19	\$ 112.19	\$ 112.00	\$ 112.00
A046	18" METER RISER for 6" x 3/4"	FORD VA2-18W-NL	OR	MUELLER EQUIVALENT	OR	DOMESTIC	1.00	\$ 137.62	\$ 137.62	\$ 136.62	\$ 136.62	\$ 136.62	\$ 136.62	\$ 133.22	\$ 133.22	\$ 122.00	\$ 122.00
A047	24" METER RISER for 6" x 3/4"	FORD VA2-24W-NL	OR	MUELLER EQUIVALENT	OR	DOMESTIC	1.00	\$ 147.39	\$ 147.39	\$ 146.30	\$ 146.30	\$ 146.30	\$ 146.30	\$ 142.65	\$ 142.65	\$ 141.00	\$ 141.00
A048	12" METER RISER for 1"	FORD VA4-12W-NL	OR	MUELLER EQUIVALENT	OR	DOMESTIC	1.00	\$ 216.23	\$ 216.23	\$ 214.60	\$ 214.60	\$ 214.60	\$ 214.60	\$ 209.25	\$ 209.25	\$ 208.00	\$ 208.00
A049	18" METER RISER for 1"	FORD VA4-18W-NL	OR	MUELLER EQUIVALENT	OR	DOMESTIC	1.00	\$ 259.11	\$ 259.11	\$ 256.18	\$ 256.18	\$ 256.18	\$ 256.18	\$ 249.79	\$ 249.79	\$ 248.50	\$ 248.50
A050	24" METER RISER for 1"	FORD VA4-24W-NL	OR	MUELLER EQUIVALENT	OR	DOMESTIC	1.00	\$ 280.69	\$ 280.69	\$ 278.59	\$ 278.59	\$ 278.59	\$ 278.59	\$ 271.65	\$ 271.65	\$ 271.25	\$ 271.25
A051	3/4" BRASS PLUG	DOMESTIC					1.00	\$ 7.31	\$ 7.31	\$ 8.26	\$ 8.26	\$ 7.66	\$ 7.66	\$ -	\$ -	\$ 11.25	\$ 11.25
A052	3/4" BRASS CAP	DOMESTIC					1.00	\$ 7.31	\$ 7.31	\$ 8.28	\$ 8.28	\$ 7.66	\$ 7.66	\$ -	\$ -	\$ 7.25	\$ 7.25
A053	1" BRASS PLUG	DOMESTIC					13.00	\$ 11.69	\$ 151.87	\$ 13.21	\$ 171.73	\$ 12.25	\$ 159.25	\$ -	\$ -	\$ 20.25	\$ 261.25
A054	1" BRASS CAP	DOMESTIC					1.00	\$ 14.07	\$ 14.07	\$ 15.91	\$ 15.91	\$ 14.75	\$ 14.75	\$ -	\$ -	\$ 14.00	\$ 14.00
A055	1 1/2" BRASS PLUG	DOMESTIC					1.00	\$ 20.47	\$ 20.47	\$ 23.15	\$ 23.15	\$ 21.46	\$ 21.46	\$ -	\$ -	\$ 18.75	\$ 18.75
A056	1 1/2" BRASS CAP	DOMESTIC					1.00	\$ 20.47	\$ 20.47	\$ 24.71	\$ 24.71	\$ 32.17	\$ 32.17	\$ -	\$ -	\$ 30.50	\$ 30.50
A057	2" BRASS PLUG	DOMESTIC					1.00	\$ 52.61	\$ 52.61	\$ 57.99	\$ 57.99	\$ 55.20	\$ 55.20	\$ -	\$ -	\$ 49.50	\$ 49.50
A058	2" BRASS CAP	DOMESTIC					1.00	\$ 52.61	\$ 52.61	\$ 59.50	\$ 59.50	\$ 55.14	\$ 55.14	\$ -	\$ -	\$ 52.25	\$ 52.25
A059	3/4" STAINLESS STEEL INSERT FOR POLY PIPE	FORD INSERT-51	OR	MUELLER 504281	OR	DOMESTIC	1.00	\$ 2.14	\$ 2.14	\$ 1.74	\$ 1.74	\$ 2.09	\$ 2.09	\$ 1.70	\$ 1.70	\$ 2.10	\$ 2.10
A060	1" STAINLESS STEEL INSERT FOR POLY PIPE	FORD INSERT-52	OR	MUELLER 504385	OR	DOMESTIC	125.00	\$ 2.28	\$ 284.48	\$ 1.87	\$ 233.75	\$ 2.36	\$ 295.00	\$ 1.80	\$ 225.00	\$ 2.50	\$ 312.50
A061	1 1/2" STAINLESS STEEL INSERT FOR POLY PIPE	FORD INSERT-54	OR	MUELLER 506135	OR	DOMESTIC	1.00	\$ 3.13	\$ 3.13	\$ 2.54	\$ 2.54	\$ 3.01	\$ 3.01	\$ 2.48	\$ 2.48	\$ 3.25	\$ 3.25
A062	2" STAINLESS STEEL INSERT FOR POLY PIPE	FORD INSERT-55	OR	MUELLER 506141	OR	DOMESTIC	1.00										

Section B: BRASS LOW LEAD COMPRESSION								Consolidated Pipe		Core & Main		Ferguson		Fortiline		Johnson County WinWater	
COB ID	Description	Specification	OR	Specification	OR	Specification	Historical quantity / potential estimate for life of contract	Cost Each	Total Cost	Cost Each	Total Cost	Cost Each	Total Cost	Cost Each	Total Cost	Cost Each	Total Cost
B001	3/4" GJCTS IN-LINE BULLHEAD	FORD U48-33-6.5-G-NL	OR	MUELLER G10363N			1.00	\$ 49.49	\$ 49.49	\$ 44.02	\$ 44.02	\$ 44.02	\$ 44.02	\$ 44.52	\$ -	\$ 50.25	\$ 50.25
B002	3/4" GJCTS ANGLE BULLHEAD	U48-43-6.5-G-NL					13.00	\$ 52.05	\$ 676.60	\$ 58.23	\$ 756.99	\$ 58.23	\$ 765.57	\$ 57.72	\$ 751.56	\$ 60.00	\$ 780.00
B003	3/4" CORPORAION STOP	FORD F1000-4-G-NL	OR	MUELLER G15008N			1.00	\$ 82.89	\$ 82.89	\$ 77.28	\$ 77.28	\$ 77.28	\$ 77.28	\$ 36.48	\$ 36.48	\$ 80.25	\$ 80.25
B004	3/4" GJCTS IN-LINE CURB STOP W/ SWIVEL NUT	FORD B43-332W-G-NL	OR	MUELLER G24350N			1.00	\$ 82.89	\$ 82.89	\$ 78.83	\$ 78.83	\$ 79.72	\$ 79.72	\$ 76.87	\$ 76.87	\$ 80.25	\$ 80.25
B005	3/4" GJCTS IN-LINE CURB STOP	FORD B41-333W-G-NL	OR	MUELLER G25170N			1.00	\$ 72.38	\$ 72.38	\$ 68.88	\$ 68.88	\$ 69.65	\$ 69.65	\$ 67.16	\$ 67.16	\$ 71.00	\$ 71.00
B006	3/4" GJCTS ANGLE CURB STOP W/ SWIVEL NUT	FORD K43-320W-G-NL					18.00	\$ 18.85	\$ 338.72	\$ 15.49	\$ 278.81	\$ 15.49	\$ 278.81	\$ 14.36	\$ 258.48	\$ 16.50	\$ 297.00
B007	3/4" GJCTS X MALE IP .90	FORD C84-33-G-NL	OR	MUELLER G15428N			1.00	\$ 60.90	\$ 60.90	\$ 57.13	\$ 57.13	\$ 57.13	\$ 57.13	\$ 56.21	\$ 56.21	\$ 57.50	\$ 57.50
B008	3/4" GJCTS X FEMALE IP .90	FORD C14-33-G-NL	OR	MUELLER G14258N			1.00	\$ 18.85	\$ 18.85	\$ 15.03	\$ 15.03	\$ 18.03	\$ 18.03	\$ 17.58	\$ 17.58	\$ 18.50	\$ 18.50
B009	3/4" GJCTS X MALE IP .80	FORD L84-33-G-NL	OR	MUELLER G15531N			13.00	\$ 19.71	\$ 256.26	\$ 16.77	\$ 218.01	\$ 16.80	\$ 218.40	\$ 18.30	\$ 237.90	\$ 19.25	\$ 250.25
B010	3/4" GJCTS X FEMALE IP .80	FORD L14-33-G-NL	OR	MUELLER G15533N			6.00	\$ 25.57	\$ 153.45	\$ 23.32	\$ 140.92	\$ 24.98	\$ 149.88	\$ 23.72	\$ 142.32	\$ 24.75	\$ 148.50
B011	3/4" GJCTS COUPLING	FORD C84-33-G-NL	OR	MUELLER G15403N			1.00	\$ 21.93	\$ 21.93	\$ 20.88	\$ 20.88	\$ 21.10	\$ 21.10	\$ 20.36	\$ 20.36	\$ 21.25	\$ 21.25
B012	3/4" GJCTS IP .80	FORD L48-33-G-NL	OR	MUELLER G15009N			6.00	\$ 161.86	\$ 970.56	\$ 161.86	\$ 970.56	\$ 161.86	\$ 970.56	\$ 161.86	\$ 970.56	\$ 161.86	\$ 970.56
B013	3/4" PJUPVC X MALE IP .90	FORD C87-33-G-NL	OR	MUELLER E15409N			1.00	\$ 23.89	\$ 23.89	\$ 22.69	\$ 22.69	\$ 22.94	\$ 22.94	\$ 22.12	\$ 22.12	\$ 23.25	\$ 23.25
B014	3/4" PJUPVC X FEMALE IP .90	FORD C17-33-G-NL	OR	MUELLER E15454N			1.00	\$ 23.70	\$ 23.70	\$ 22.53	\$ 22.53	\$ 22.78	\$ 22.78	\$ 21.97	\$ 21.97	\$ 23.25	\$ 23.25
B015	3/4" PJUPVC X MALE IP .80	FORD L87-33-G-NL	OR	MUELLER E15433N			1.00	\$ 36.34	\$ 36.34	\$ 35.66	\$ 35.66	\$ 35.32	\$ 35.32	\$ 34.42	\$ 34.42	\$ 36.25	\$ 36.25
B016	3/4" PJUPVC X FEMALE IP .80	FORD L17-33-G-NL	OR	MUELLER E15431N			13.00	\$ 23.87	\$ 310.31	\$ 22.53	\$ 292.89	\$ 22.53	\$ 292.89	\$ 21.53	\$ 280.00	\$ 23.25	\$ 302.25
B017	3/4" PJUPVC COUPLING	FORD C77-33-G-NL	OR	MUELLER E15443N			1.00	\$ 32.03	\$ 32.03	\$ 30.50	\$ 30.50	\$ 30.84	\$ 30.84	\$ 29.74	\$ 29.74	\$ 31.00	\$ 31.00
B018	3/4" PJUPVC IP .80	FORD L77-33-G-NL	OR	MUELLER E15433N			13.00	\$ 37.90	\$ 492.66	\$ 35.07	\$ 455.91	\$ 35.17	\$ 457.21	\$ 34.17	\$ 444.21	\$ 36.50	\$ 474.50
B019	1" GJCTS IN-LINE BULLHEAD	FORD U48-43-6.5-G-NL	OR	MUELLER G15363N			3.00	\$ 52.05	\$ 156.14	\$ 50.41	\$ 151.23	\$ 50.86	\$ 152.58	\$ 49.15	\$ 147.45	\$ 53.50	\$ 160.50
B020	1" GJCTS ANGLE BULLHEAD	FORD U48-43-6.5-G-NL	OR	MUELLER G15363N			3.00	\$ 52.05	\$ 156.14	\$ 50.41	\$ 151.23	\$ 50.86	\$ 152.58	\$ 49.15	\$ 147.45	\$ 53.50	\$ 160.50
B021	1" CORPORAION STOP	FORD F1000-4-G-NL	OR	MUELLER G15008N			1.00	\$ 82.89	\$ 82.89	\$ 77.28	\$ 77.28	\$ 77.28	\$ 77.28	\$ 36.48	\$ 36.48	\$ 80.25	\$ 80.25
B022	1" GJCTS IN-LINE CURB STOP W/ SWIVEL NUT	FORD B43-444W-G-NL	OR	MUELLER G24350N			1.00	\$ 122.47	\$ 122.47	\$ 116.54	\$ 116.54	\$ 117.59	\$ 117.59	\$ 113.84	\$ 113.84	\$ 118.50	\$ 118.50
B023	1" GJCTS IN-LINE CURB STOP	FORD B41-444W-G-NL	OR	MUELLER G25170N			5.00	\$ 109.83	\$ 549.14	\$ 105.60	\$ 528.00	\$ 105.42	\$ 527.10	\$ 101.89	\$ 509.45	\$ 106.25	\$ 531.25
B024	1" GJCTS ANGLE CURB STOP W/ SWIVEL NUT	FORD K43-444W-G-NL	OR	MUELLER G14258N			25.00	\$ 65.44	\$ 1,635.94	\$ 62.28	\$ 1,557.00	\$ 62.83	\$ 1,570.75	\$ 60.74	\$ 1,518.50	\$ 63.25	\$ 1,581.25
B025	1" X 3/4" GJCTS ANGLE CURB STOP W/ SWIVEL NUT	FORD K43-320W-G-NL	OR	MUELLER G14258N			50.00	\$ 29.89	\$ 1,494.50	\$ 28.21	\$ 1,410.50	\$ 28.71	\$ 1,435.50	\$ 27.53	\$ 1,376.50	\$ 29.25	\$ 1,462.50
B026	1" GJCTS X MALE IP .90	FORD C84-44-G-NL	OR	MUELLER E15428N			1.00	\$ 21.34	\$ 21.34	\$ 20.30	\$ 20.30	\$ 20.53	\$ 20.53	\$ 19.79	\$ 19.79	\$ 20.75	\$ 20.75

B027	1" GJ(CTS) X FEMALE LP	FORD C14-44-G-NL	OR	MUELLER G15451N	6.00	\$	25.70	\$	154.21	\$	24.47	\$	146.82	\$	24.74	\$	148.44	\$	23.86	\$	143.16	\$	24.75	\$	148.50
B028	1" X 3/4" GJ(CTS) X MALE LP	FORD C84-34-G-NL	OR	MUELLER G15428N	1.00	\$	19.94	\$	19.94	\$	18.98	\$	18.98	\$	19.19	\$	19.19	\$	18.50	\$	18.50	\$	19.25	\$	19.25
B029	1" X 3/4" GJ(CTS) X FEMALE LP	FORD C14-34-G-NL	OR	MUELLER G15451N	1.00	\$	22.32	\$	22.32	\$	21.23	\$	21.23	\$	21.47	\$	21.47	\$	20.70	\$	20.70	\$	21.50	\$	21.50
B030	1" GJ(CTS) X MALE LP 90	FORD L84-44-G-NL	OR	MUELLER G15533N	1.00	\$	32.83	\$	32.83	\$	31.22	\$	31.22	\$	31.50	\$	31.50	\$	30.44	\$	30.44	\$	31.75	\$	31.75
B031	1" GJ(CTS) X FEMALE LP 90	FORD L14-44-G-NL	OR	MUELLER G15533N	1.00	\$	41.68	\$	41.68	\$	39.66	\$	39.66	\$	40.01	\$	40.01	\$	38.67	\$	38.67	\$	40.25	\$	40.25
B032	1" X 3/4" GJ(CTS) X MALE LP 90	FORD L84-34-G-NL	OR	MUELLER G15531N	1.00	\$	26.75	\$	26.75	\$	25.47	\$	25.47	\$	25.75	\$	25.75	\$	24.83	\$	24.83	\$	25.75	\$	25.75
B033	1" GJ(CTS) COUPLING	FORD C44-44-G-NL	OR	MUELLER G15403N	19.00	\$	25.09	\$	476.75	\$	23.88	\$	453.72	\$	24.16	\$	459.04	\$	23.28	\$	442.32	\$	24.25	\$	460.75
B034	1" GJ(CTS) 90	FORD L44-44-G-NL	OR	MUELLER G15528N	5.00	\$	36.46	\$	182.30	\$	34.64	\$	173.20	\$	35.03	\$	175.15	\$	33.78	\$	168.90	\$	35.25	\$	176.25
B035	1" X 3/4" GJ(CTS) COUPLING	FORD C44-34-G-NL	OR	MUELLER G15403N	1.00	\$	25.48	\$	25.48	\$	24.26	\$	24.26	\$	24.53	\$	24.53	\$	23.65	\$	23.65	\$	24.75	\$	24.75
B036	1" PJP(VCI) X MALE LP	FORD C87-44-NL	OR	MUELLER V15440N	13.00	\$	37.22	\$	483.84	\$	35.43	\$	460.59	\$	35.83	\$	465.70	\$	34.55	\$	448.15	\$	35.00	\$	468.00
B037	1" PJP(VCI) X FEMALE LP	FORD C17-44-NL	OR	MUELLER V15442N	13.00	\$	36.54	\$	475.02	\$	34.76	\$	451.88	\$	35.15	\$	456.95	\$	33.89	\$	440.57	\$	35.50	\$	461.50
B038	1" X 3/4" PJP(VCI) X MALE LP	FORD C87-34-NL	OR	MUELLER V15440N	1.00	\$	35.62	\$	35.62	\$	33.89	\$	33.89	\$	34.27	\$	34.27	\$	33.04	\$	33.04	\$	34.50	\$	34.50
B039	1" X 3/4" PJP(VCI) X FEMALE LP	FORD C17-34-NL	OR	MUELLER V15442N	6.00	\$	37.33	\$	224.00	\$	35.50	\$	213.00	\$	35.90	\$	215.40	\$	34.62	\$	207.72	\$	36.25	\$	217.50
B040	1" PJP(VCI) X MALE LP 90	FORD L87-44-NL	OR	MUELLER	13.00	\$	43.06	\$	559.75	\$	40.96	\$	532.48	\$	41.32	\$	537.16	\$	39.93	\$	519.09	\$	41.75	\$	542.75
B041	1" PJP(VCI) X FEMALE LP 90	FORD L17-44-NL	OR	MUELLER	13.00	\$	37.05	\$	481.60	\$	36.30	\$	471.90	\$	36.66	\$	476.38	\$	35.40	\$	460.20	\$	37.00	\$	482.00
B042	1" X 3/4" PJP(VCI) X MALE LP 90	FORD L87-34-NL	OR	MUELLER	6.00	\$	43.69	\$	262.07	\$	36.31	\$	217.86	\$	36.64	\$	219.84	\$	35.41	\$	212.46	\$		\$	
B043	1" PJP(VCI) COUPLING	FORD C77-44-NL	OR	MUELLER V15441N	13.00	\$	54.40	\$	328.41	\$	51.76	\$	310.56	\$	52.34	\$	314.04	\$	50.47	\$	302.82	\$	53.00	\$	318.00
B044	1" PJP(VCI) 90	FORD L77-44-NL	OR	MUELLER	13.00	\$	66.95	\$	870.40	\$	63.70	\$	828.10	\$	64.27	\$	835.51	\$	62.11	\$	807.43	\$	64.75	\$	841.75
B045	1" X 3/4" PJP(VCI) COUPLING	FORD C77-34-NL	OR	MUELLER V15441N	6.00	\$	43.71	\$	282.28	\$	41.59	\$	249.54	\$	42.06	\$	252.36	\$	40.55	\$	243.40	\$	42.25	\$	253.50
B046	1/2" GJ(CTS) 90	FORD L44-46-G-NL	OR	MUELLER G15528N	1.00	\$	116.87	\$	116.87	\$	111.27	\$	111.27	\$	112.26	\$	112.26	\$	108.48	\$	108.48	\$	113.00	\$	113.00
B047	1/2" PJP(VCI) 90	FORD L77-46-NL	OR	MUELLER	1.00	\$	153.01	\$	153.01	\$	150.82	\$	150.82	\$	150.82	\$	150.82	\$	147.08	\$	147.08	\$	148.00	\$	148.00
B048	1/2" GJ(CTS) COUPLING	FORD C44-46-G-NL	OR	MUELLER G15403N	1.00	\$	83.97	\$	83.97	\$	79.90	\$	79.90	\$	80.62	\$	80.62	\$	77.91	\$	77.91	\$	81.25	\$	81.25
B049	1/2" PJP(VCI) COUPLING	FORD C77-46-NL	OR	MUELLER V15441N	1.00	\$	106.17	\$	106.17	\$	100.99	\$	100.99	\$	101.89	\$	101.89	\$	98.47	\$	98.47	\$	102.75	\$	102.75
B050	1/2" GJ(CTS) X MALE LP	FORD C84-46-G-NL	OR	MUELLER G15428N	1.00	\$	58.45	\$	58.45	\$	55.60	\$	55.60	\$	56.22	\$	56.22	\$	54.21	\$	54.21	\$	56.75	\$	56.75
B051	1/2" GJ(CTS) X FEMALE LP	FORD C14-46-G-NL	OR	MUELLER G15451N	1.00	\$	74.78	\$	74.78	\$	71.12	\$	71.12	\$	71.76	\$	71.76	\$	69.35	\$	69.35	\$	72.50	\$	72.50
B052	1/2" PJP(VCI) X MALE LP	FORD C87-46-NL	OR	MUELLER V15442N	1.00	\$	73.23	\$	73.23	\$	69.66	\$	69.66	\$	70.44	\$	70.44	\$	67.92	\$	67.92	\$	71.00	\$	71.00
B053	1/2" PJP(VCI) X FEMALE LP	FORD C17-46-NL	OR	MUELLER V15442N	1.00	\$	63.89	\$	83.09	\$	80.51	\$	80.51	\$	87.29	\$	87.29	\$	84.36	\$	84.36	\$	89.50	\$	89.50
B054	1/2" GJ(CTS) X FLANGE ANGLE CURB STOP	FORD FV43-66W-G-NL	OR	MUELLER G14277N	1.00	\$	222.87	\$	222.87	\$	215.62	\$	215.62	\$	217.56	\$	217.56	\$	210.25	\$	210.25	\$	215.75	\$	215.75
B055	1/2" GJ(CTS) X FEMALE INLINE CURB STOP	FORD B41-66W-G-NL	OR	MUELLER G25170N	1.00	\$	236.52	\$	236.52	\$	224.77	\$	224.77	\$	224.77	\$	224.77	\$	219.17	\$	219.17	\$	228.75	\$	228.75
B056	2" GJ(CTS) COUPLING	FORD C44-77-G-NL	OR	MUELLER	1.00	\$	113.39	\$	113.39	\$	107.86	\$	107.86	\$	107.86	\$	107.86	\$	105.17	\$	105.17	\$	109.75	\$	109.75
B057	2" GJ(CTS) 90	FORD L44-77-G-NL	OR	MUELLER G15528N	1.00	\$	226.64	\$	946.57	\$	225.11	\$	900.44	\$	225.11	\$	900.44	\$	219.50	\$	878.00	\$	228.75	\$	915.00
B058	2" PJP(VCI) COUPLING	FORD L17-77-NL	OR	MUELLER	1.00	\$	256.45	\$	256.45	\$	251.92	\$	251.92	\$	251.92	\$	249.33	\$	245.64	\$	245.64	\$	247.50	\$	247.50
B059	2" GJ(CTS) X MALE LP	FORD C84-77-G-NL	OR	MUELLER G15428N	4.00	\$	65.16	\$	340.64	\$	81.02	\$	324.08	\$	81.75	\$	327.00	\$	79.00	\$	315.00	\$	82.25	\$	325.00
B060	2" GJ(CTS) X FEMALE LP	FORD C14-77-G-NL	OR	MUELLER G15451N	1.00	\$	89.01	\$	356.05	\$	84.69	\$	338.76	\$	85.45	\$	341.80	\$	82.58	\$	330.32	\$	86.00	\$	344.00
B061	2" PJP(VCI) X FLANGE ANGLE CURB STOP	FORD FV73-77W-NL	OR	MUELLER	1.00	\$	480.30	\$	480.30	\$	267.28	\$	267.28	\$	267.28	\$	267.28	\$	260.62	\$	260.62	\$	464.25	\$	464.25
B062	2" PJP(VCI) COUPLING	FORD C77-77-NL	OR	MUELLER	3.00	\$	160.59	\$	481.76	\$	152.76	\$	458.28	\$	152.76	\$	458.28	\$	148.95	\$	446.85	\$	155.25	\$	465.75
B063	2" PJP(VCI) X MALE LP	FORD C87-77-NL	OR	MUELLER V15440N	1.00	\$	106.38	\$	405.32	\$	101.22	\$	404.86	\$	102.13	\$	406.62	\$	98.70	\$	394.80	\$	102.75	\$	410.00
B064	2" PJP(VCI) X FEMALE LP	FORD C17-77-NL	OR	MUELLER V15442N	1.00	\$	122.36	\$	386.79	\$	116.30	\$	348.90	\$	117.34	\$	352.00	\$	113.40	\$	340.20	\$	118.25	\$	354.75
B065	2" GJ(CTS) X FLANGE ANGLE CURB STOP	FORD FV43-77W-G-NL	OR	MUELLER G14277N	1.00	\$	286.10	\$	858.31	\$	276.81	\$	830.43	\$	276.81	\$	830.43	\$	269.91	\$	809.73	\$	275.75	\$	837.25
B066	2" PJP(VCI) X FLANGE ANGLE CURB STOP	FORD FV73-77W-NL	OR	MUELLER	3.00	\$	480.30	\$	480.30	\$	267.28	\$	267.28	\$	267.28	\$	267.28	\$	260.62	\$	260.62	\$	464.25	\$	464.25
							\$ 18,867.92		\$ 17,752.91				\$ 17,765.97		Incomplete Bid		\$ 16,406.70						\$ 18,210.25		

#### Section C: DRESSER COUPLINGS

COB ID	Description	Specifications	Specifications	Historical quantity / potential estimate for life of contract
C001	3/4" TWO BOLT BLUE DRESSER COUPLING	HYMAX		1.00
C002	1" TWO BOLT BLUE DRESSER COUPLING	HYMAX		1.00
C003	2" TWO BOLT BLUE DRESSER COUPLING	HYMAX		1.00
C004	2" HYMAX DRESSER COUPLING	HYMAX		9.00
C005	3" HYMAX DRESSER COUPLING	HYMAX		1.00
C006	4" HYMAX DRESSER COUPLING	HYMAX		1.00
C007	6" HYMAX DRESSER COUPLING	HYMAX		3.00
C008	8" HYMAX DRESSER COUPLING	HYMAX		1.00
C009	8" FOUR BOLT CAST IRON COUPLING	HYMAX		1.00
C010	10" HYMAX DRESSER COUPLING	HYMAX		1.00
C011	10" SIX BOLT CAST IRON DRESSER COUPLING	HYMAX		1.00
C012	12" HYMAX DRESSER COUPLING	HYMAX		1.00
C013	12" SIX BOLT CAST IRON DRESSER COUPLING	HYMAX		1.00
C014	4" MEGA LUGS FOR D.I. PIPE	MEGA LUGS		1.00
C015	4" MEGA LUGS WITH BOLT & GASKET SET FOR PVC	MEGA LUGS	AND INCLUDES BOLT AND GASKET SET	1.00
C016	6" MEGA LUGS FOR D.I. PIPE	MEGA LUGS		1.00
C017	6" MEGA LUGS WITH BOLT & GASKET SET FOR PVC	MEGA LUGS	AND INCLUDES BOLT AND GASKET SET	1.00
C018	8" MEGA LUGS FOR D.I. PIPE	MEGA LUGS		1.00
C019	8" MEGA LUGS WITH BOLT & GASKET SET FOR PVC	MEGA LUGS	AND INCLUDES BOLT AND GASKET SET	1.00
C020	10" MEGA LUGS FOR D.I. PIPE	MEGA LUGS		1.00
C021	10" MEGA LUGS WITH BOLT & GASKET SET FOR PVC	MEGA LUGS	AND INCLUDES BOLT AND GASKET SET	1.00
C022	12" MEGA LUGS FOR D.I. PIPE	MEGA LUGS		1.00
C023	12" MEGA LUGS WITH BOLT & GASKET SET FOR PVC	MEGA LUGS	AND INCLUDES BOLT AND GASKET SET	1.00
C024	16" MEGA LUGS FOR D.I. PIPE	MEGA LUGS		1.00
C025	16" MEGA LUGS WITH BOLT & GASKET SET FOR PVC	MEGA LUGS	AND INCLUDES BOLT AND GASKET SET	1.00
C026	3" MEGA LUGS FOR D.I. PIPE	MEGA LUGS		1.00
C027	3" MEGA LUGS WITH BOLT & GASKET SET FOR PVC	MEGA LUGS	AND INCLUDES BOLT AND GASKET SET	1.00
C028	4" MEGA LUGS FOR PVC	MEGA LUGS		1.00
C029	6" MEGA LUGS FOR PVC	MEGA LUGS		1.00
C030	8" MEGA LUGS FOR PVC	MEGA LUGS		1.00
C031	10" MEGA LUGS FOR PVC	MEGA LUGS		1.00
C032	12" MEGA LUGS FOR PVC	MEGA LUGS		1.00
C033	16" MEGA LUGS FOR PVC	MEGA LUGS		1.00

#### Consolidated Pipe

Cost Each		Total Cost	Cost Each		Total Cost	Cost Each		Total Cost	Cost Each		Total Cost	Cost Each		Total Cost
	\$ -	\$ -	\$ 34.49	\$ 34.49		\$ 30.67	\$ 30.67		\$ -	\$ 28.25	\$ 28.25		\$ -	\$ 28.25
	\$ -	\$ -	\$ 35.69	\$ 35.69		\$ 32.48	\$ 32.48		\$ -	\$ 29.25	\$ 29.25		\$ -	\$ 29.25
\$	\$ 142.14	\$ 142.14	\$ 59.56	\$ 59.56	\$ 43.58	\$ 43.58			\$ -	\$ 47.25	\$ 47.25		\$ -	\$ 47.25
\$	\$ 142.14	\$ 1,279.24	\$ 136.02	\$ 1,224.18	\$ 137.40	\$ 1,236.60	\$ 132.97	\$ 1,196.73		\$ 37.50	\$ 877.50		\$ -	\$ 877.50
\$	\$ 167.51	\$ 187.51	\$ 179.44	\$ 179.44	\$ 182.27	\$ 182.27	\$ 175.41	\$ 175.41		\$ 128.75	\$ 128.75		\$ -	\$ 128.75
\$	\$ 240.28	\$ 240.28	\$ 229.93	\$ 229.93	\$ 233.56	\$ 233.56	\$ 224.77	\$ 224.77		\$ 161.50	\$ 161.50		\$ -	\$ 161.50
\$	\$ 318.21	\$ 954.62	\$ 304.52	\$ 913.56	\$ 309.32	\$ 927.96	\$ 297.68	\$ 893.04		\$ 213.25	\$ 639.75		\$ -	\$ 639.75
\$	\$ 359.26	\$ 359.26	\$ 343.81	\$ 343.81	\$ 349.23	\$ 349.23	\$ 336.09	\$ 336.09		\$ 241.50	\$ 241.50		\$ -	\$ 241.50
\$	\$ -	\$ -	\$ 156.76	\$ 156.76		\$ 218.11				\$ 190.75	\$ 190.75		\$ -	\$ 190.75
\$	\$ 462.17	\$ 462.17	\$ 467.66	\$ 467.66	\$ 449.26	\$ 449.26	\$ 432.35	\$ 432.35		\$ 307.50	\$ 307.50		\$ -	\$ 307.50
\$	\$ 488.87	\$ 488.87	\$ 217.64	\$ 217.64	\$ 328.67	\$ 328.67				\$ 314.12	\$ 314.12		\$ -	\$ 314.12
\$	\$ 200.68	\$ 200.68	\$ 624.56	\$ 624.56	\$ 530.27	\$ 530.27	\$ 510.31	\$ 510.31		\$ 375.50	\$ 375.50		\$ -	\$ 375.50
\$	\$ 652.62	\$ 652.62	\$ 262.05	\$ 262.05	\$ 396.46	\$ 396.46				\$ 400.00	\$ 400.00		\$ -	\$ 400.00
\$	\$ 26.11	\$ 26.11	\$ 30.29	\$ 30.29	\$ 25.82	\$ 25.82				\$ 26.75	\$ 26.75		\$ -	\$ 26.75
\$	\$ 47.22	\$ 47.22	\$ 58.88	\$ 58.88	\$ 46.08	\$ 46.08				\$ 46.25	\$ 46.25		\$ -	\$ 46.25
\$	\$ 30.71	\$ 30.71	\$ 35.63	\$ 35.63	\$ 30.36	\$ 30.36				\$ 31.50	\$ 31.50		\$ -	\$ 31.50
\$	\$ 59.11	\$ 17.34	\$ 73.07	\$ 210.21	\$ 58.44	\$ 58.44				\$ 175.33	\$ 174.00		\$ -	\$ 174.00
\$	\$ 46.15	\$ 46.15	\$ 53.53	\$ 53.53	\$ 45.63	\$ 45.63				\$ 47.25	\$ 47.25		\$ -	\$ 47.25
\$	\$ 79.75	\$ 239.24	\$ 95.29	\$ 285.87	\$ 78.84	\$ 236.52				\$ 78.25	\$ 234.75		\$ -	\$ 234.75
\$	\$ 68.39	\$ 68.39	\$ 79.33	\$ 79.33	\$ 67.61	\$ 67.61				\$ 70.25	\$ 70.25		\$ -	\$ 70.25
\$	\$ 138.85	\$ 138.85	\$ 165.43	\$ 165.43	\$ 137.27	\$ 137.27				\$ 135.25	\$ 135.25		\$ -	\$ 135.25
\$	\$ 99.66	\$ 99.66	\$ 115.60	\$ 115.60	\$ 98.52	\$ 98.52				\$ 102.50	\$ 102.50		\$ -	\$ 102.50
\$	\$ 145.72	\$ 437.17	\$ 173.51	\$ 500.53	\$ 144.72	\$ 433.21				\$ 142.25	\$ 429.75		\$ -	\$ 429.75
\$	\$ 198.78	\$ 198.78	\$ 219.99	\$ 219.99	\$ 186.64	\$ 186.64				\$ 183.50	\$ 183.50		\$ -	\$ 183.50
\$	\$ 300.24	\$ 300.24	\$ 348.43	\$ 348.43	\$ 293.49	\$ 293.49				\$ 295.25	\$ 295.25		\$ -	\$ 295.25
\$	\$ 24.64	\$ 24.64	\$ 28.59	\$ 28.59	\$ 24.36	\$ 24.36				\$ 24.25	\$ 24.25		\$ -	\$ 24.25
\$	\$ 43.86	\$ 43.86	\$ 52.32	\$ 52.32	\$ 43.36	\$ 43.36				\$ 43.25	\$ 43.25		\$ -	\$ 43.25
\$	\$ 31.62	\$ 31.62	\$ 38.35	\$ 38.35	\$ 31.27	\$ 31.27				\$ 32.50	\$ 32.50		\$ -	\$ 32.50
\$	\$ 38.43	\$ 38.43	\$ 46.80	\$ 46.80	\$ 37.99	\$ 37.99				\$ 41.25	\$ 41.25		\$ -	\$ 41.25
\$	\$ 66.62	\$ 66.62	\$ 68.89	\$ 68.89	\$ 56.17	\$ 56.17				\$ 58.75	\$ 58.75		\$ -	\$ 58.75
\$	\$ 107.38	\$ 107.38	\$ 130.23	\$ 130.23	\$ 106.16	\$ 106.16				\$ 110.25	\$ 110.25		\$ -	\$ 110.25
\$	\$ 113.08	\$ 113.08	\$ 137.13	\$ 137.13	\$ 111.80	\$ 111.80				\$ 118.25	\$ 118.25		\$ -	\$ 118.25
\$	\$ 250.80	\$ 250.80	\$ 290.93	\$ 290.93	\$ 245.17	\$ 245.17				\$ 266.75	\$ 266.75		\$ -	\$ 266.75
Incomplete		\$ 7,433.69	\$ 7,656.00		\$ 7,391.47		Incomplete Bid		\$ 3,768.70	\$		\$		\$ 6,204.81

					\$ 12,425.77	\$ 8,768.75	\$ 6,276.91			\$ 7,792.50						
Section E: TAPPING SADDLES					Consolidated Pipe				Core & Main		Ferguson		Fortilne		Johnson County WinWater	
COB ID	Description	Specifications		Historical quantity / potential estimate for life of contract	Cost Each	Total Cost	Cost Each	Total Cost	Cost Each	Total Cost	Cost Each	Total Cost	Cost Each	Total Cost	Cost Each	Total Cost
E001	2" X 3/4" CC THREAD	Smith Blair		1.00	\$ 23.41	\$ 23.41	\$ 73.16	\$ 73.16	\$ 58.28	\$ 58.28	\$ -	\$ -	\$ -	\$ -	\$ 65.00	\$ 65.00
E002	4" X 3/4" CC THREAD	Smith Blair		1.00	\$ 27.05	\$ 27.05	\$ 70.30	\$ 70.30	\$ 55.99	\$ 55.99	\$ -	\$ -	\$ -	\$ -	\$ 62.50	\$ 62.50
E003	6" X 3/4" CC THREAD	Smith Blair		1.00	\$ 33.53	\$ 33.53	\$ 80.78	\$ 80.78	\$ 64.32	\$ 64.32	\$ -	\$ -	\$ -	\$ -	\$ 71.75	\$ 71.75
E004	8" X 3/4" CC THREAD	Smith Blair		1.00	\$ 40.23	\$ 40.23	\$ 95.44	\$ 95.44	\$ 76.00	\$ 76.00	\$ -	\$ -	\$ -	\$ -	\$ 84.75	\$ 84.75
E005	10" X 3/4" CC THREAD	Smith Blair		1.00	\$ 46.86	\$ 46.86	\$ 113.43	\$ 113.43	\$ 90.32	\$ 90.32	\$ -	\$ -	\$ -	\$ -	\$ 100.75	\$ 100.75
E006	12" X 3/4" CC THREAD	Smith Blair		1.00	\$ 50.39	\$ 50.39	\$ 132.01	\$ 132.01	\$ 105.13	\$ 105.13	\$ -	\$ -	\$ -	\$ -	\$ 117.25	\$ 117.25
E007	2" X 1" CC THREAD	Smith Blair		8.00	\$ 23.41	\$ 187.31	\$ 73.16	\$ 585.28	\$ 58.28	\$ 466.24	\$ -	\$ -	\$ -	\$ -	\$ 65.00	\$ 520.00
E008	4" X 1" CC THREAD	Smith Blair		2.00	\$ 27.05	\$ 54.10	\$ 70.30	\$ 140.60	\$ 55.99	\$ 111.98	\$ -	\$ -	\$ -	\$ -	\$ 62.50	\$ 125.00
E009	6" X 1" CC THREAD	Smith Blair		1.00	\$ 34.14	\$ 34.14	\$ 80.78	\$ 80.78	\$ 64.32	\$ 64.32	\$ -	\$ -	\$ -	\$ -	\$ 71.75	\$ 71.75
E010	8" X 1" CC THREAD	Smith Blair		1.00	\$ 40.23	\$ 40.23	\$ 95.44	\$ 95.44	\$ 76.00	\$ 76.00	\$ -	\$ -	\$ -	\$ -	\$ 84.75	\$ 84.75
E011	10" X 1" CC THREAD	Smith Blair		1.00	\$ 46.86	\$ 46.86	\$ 113.43	\$ 113.43	\$ 90.32	\$ 90.32	\$ -	\$ -	\$ -	\$ -	\$ 100.75	\$ 100.75
E012	12" X 1" CC THREAD	Smith Blair		1.00	\$ 50.39	\$ 50.39	\$ 132.01	\$ 132.01	\$ 105.13	\$ 105.13	\$ -	\$ -	\$ -	\$ -	\$ 117.25	\$ 117.25
E013	4" X 2" I.P. THREAD	Smith Blair		1.00	\$ 37.84	\$ 37.84	\$ 84.68	\$ 84.68	\$ 67.43	\$ 67.43	\$ -	\$ -	\$ -	\$ -	\$ 75.25	\$ 75.25
E014	6" X 2" I.P. THREAD	Smith Blair		1.00	\$ 47.22	\$ 47.22	\$ 96.81	\$ 96.81	\$ 77.09	\$ 77.09	\$ -	\$ -	\$ -	\$ -	\$ 86.00	\$ 86.00
E015	8" X 2" I.P. THREAD	Smith Blair		6.00	\$ 59.63	\$ 357.79	\$ 112.68	\$ 676.08	\$ 89.73	\$ 538.38	\$ -	\$ -	\$ -	\$ -	\$ 100.25	\$ 601.50
E016	10" X 2" I.P. THREAD	Smith Blair		1.00	\$ 72.01	\$ 72.01	\$ 131.58	\$ 131.58	\$ 104.78	\$ 104.78	\$ -	\$ -	\$ -	\$ -	\$ 117.00	\$ 117.00
E017	12" X 2" I.P. THREAD	Smith Blair		1.00	\$ 73.33	\$ 73.33	\$ 151.24	\$ 151.24	\$ 120.44	\$ 120.44	\$ -	\$ -	\$ -	\$ -	\$ 134.50	\$ 134.50
					\$ 1,195.64	\$ 7,333.33	\$ 2,782.75	\$ 17,822.75	\$ 2,216.16	\$ 14,106.16	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,473.25
Section F: SEWER FITTINGS & COUPLINGS					Consolidated Pipe				Core & Main		Ferguson		Fortilne		Johnson County WinWater	
COB ID	Description	Specifications		Historical quantity / potential estimate for life of contract	Cost Each	Total Cost	Cost Each	Total Cost	Cost Each	Total Cost	Cost Each	Total Cost	Cost Each	Total Cost	Cost Each	Total Cost
F001	3" GEM CAP	NO SPECIFICATIONS		1.00	\$ 2.09	\$ 2.09	\$ 2.93	\$ 2.93	\$ 6.27	\$ 6.27	\$ -	\$ -	\$ -	\$ -	\$ 6.50	\$ 6.50
F002	3" PVC/CAST IRON X PVC/CAST IRON	NO SPECIFICATIONS		13.00	\$ 4.17	\$ 54.24	\$ 4.40	\$ 57.20	\$ 4.29	\$ 55.77	\$ -	\$ -	\$ -	\$ -	\$ 4.25	\$ 55.25
F003	4" GEM CAP	NO SPECIFICATIONS		1.00	\$ 2.57	\$ 2.57	\$ 3.28	\$ 3.28	\$ 8.04	\$ 8.04	\$ -	\$ -	\$ -	\$ -	\$ 7.50	\$ 7.50
F004	4" PVC/CAST IRON X CLAY	NO SPECIFICATIONS		1.00	\$ 5.15	\$ 5.15	\$ 5.51	\$ 5.51	\$ 5.38	\$ 5.38	\$ 5.51	\$ 5.51	\$ 5.51	\$ 5.51	\$ 5.25	\$ 5.25
F005	4" PVC/CAST IRON X CONCRETE	NO SPECIFICATIONS		1.00	\$ 5.15	\$ 5.15	\$ 5.51	\$ 5.51	\$ 5.38	\$ 5.38	\$ 5.51	\$ 5.51	\$ 5.51	\$ 5.51	\$ 5.25	\$ 5.25
F006	6" PVC/CAST IRON X PVC/CAST IRON	NO SPECIFICATIONS		25.00	\$ 4.78	\$ 119.54	\$ 5.51	\$ 137.75	\$ 5.38	\$ 134.50	\$ 5.51	\$ 137.75	\$ 5.51	\$ 137.75	\$ 5.25	\$ 131.25
F007	6" PVC/CAST IRON X CLAY	NO SPECIFICATIONS		3.00	\$ 11.03	\$ 33.10	\$ 13.04	\$ 39.12	\$ 11.50	\$ 34.50	\$ 11.80	\$ 35.40	\$ 11.80	\$ 35.40	\$ 10.50	\$ 31.50
F008	6" PVC/CAST IRON X CONCRETE	NO SPECIFICATIONS		6.00	\$ 11.03	\$ 66.21	\$ 13.04	\$ 78.24	\$ 12.72	\$ 76.32	\$ 13.05	\$ 78.30	\$ 13.05	\$ 78.30	\$ 11.75	\$ 70.50
F009	6" PVC/CAST IRON X PVC/CAST IRON	NO SPECIFICATIONS		13.00	\$ 11.03	\$ 143.45	\$ 11.79	\$ 153.27	\$ 11.50	\$ 148.50	\$ 11.80	\$ 153.40	\$ 11.80	\$ 153.40	\$ 10.50	\$ 136.50
F010	6" PVC/CAST IRON X CLAY	NO SPECIFICATIONS		1.00	\$ 16.92	\$ 16.92	\$ 18.14	\$ 18.14	\$ 17.70	\$ 17.70	\$ 18.14	\$ 18.14	\$ 18.14	\$ 18.14	\$ 16.50	\$ 16.50
F011	6" PVC/CAST IRON X CONCRETE	NO SPECIFICATIONS		3.00	\$ 16.92	\$ 50.76	\$ 18.14	\$ 54.42	\$ 17.70	\$ 53.10	\$ 18.14	\$ 54.42	\$ 18.14	\$ 54.42	\$ 16.50	\$ 49.50
F012	6" PVC/CAST IRON X PVC/CAST IRON	NO SPECIFICATIONS		3.00	\$ 16.92	\$ 50.76	\$ 18.14	\$ 54.42	\$ 17.70	\$ 53.10	\$ 18.14	\$ 54.42	\$ 18.14	\$ 54.42	\$ 16.50	\$ 49.50
F013	10" PVC/CAST IRON X CLAY	NO SPECIFICATIONS		1.00	\$ 22.90	\$ 22.90	\$ 27.23	\$ 27.23	\$ 26.56	\$ 26.56	\$ 27.24	\$ 27.24	\$ 27.24	\$ 27.24	\$ 24.50	\$ 24.50
F014	10" PVC/CAST IRON X CONCRETE	NO SPECIFICATIONS		1.00	\$ 22.90	\$ 22.90	\$ 27.23	\$ 27.23	\$ 26.56	\$ 26.56	\$ 27.24	\$ 27.24	\$ 27.24	\$ 27.24	\$ 24.50	\$ 24.50
F015	10" PVC/CAST IRON X PVC/CAST IRON	NO SPECIFICATIONS		1.00	\$ 22.90	\$ 22.90	\$ 27.23	\$ 27.23	\$ 26.56	\$ 26.56	\$ 27.24	\$ 27.24	\$ 27.24	\$ 27.24	\$ 24.50	\$ 24.50
F016	12" PVC/CAST IRON X CLAY	NO SPECIFICATIONS		1.00	\$ 27.37	\$ 27.37	\$ 31.76	\$ 31.76	\$ 30.99	\$ 30.99	\$ 31.78	\$ 31.78	\$ 31.78	\$ 31.78	\$ 28.50	\$ 28.50
F017	12" PVC/CAST IRON X CONCRETE	NO SPECIFICATIONS		1.00	\$ 27.37	\$ 27.37	\$ 31.76	\$ 31.76	\$ 30.99	\$ 30.99	\$ 31.78	\$ 31.78	\$ 31.78	\$ 31.78	\$ 28.50	\$ 28.50
F018	12" PVC/CAST IRON X PVC/CAST IRON	NO SPECIFICATIONS		1.00	\$ 27.37	\$ 27.37	\$ 31.76	\$ 31.76	\$ 30.99	\$ 30.99	\$ 31.78	\$ 31.78	\$ 31.78	\$ 31.78	\$ 28.50	\$ 28.50
F019	15" PVC/CAST IRON X CLAY	NO SPECIFICATIONS		1.00	\$ 42.20	\$ 42.20	\$ 49.95	\$ 49.95	\$ 48.73	\$ 48.73	\$ 49.95	\$ 49.95	\$ 49.95	\$ 49.95	\$ 45.25	\$ 45.25
F020	15" PVC/CAST IRON X CONCRETE	NO SPECIFICATIONS		1.00	\$ 42.20	\$ 42.20	\$ 49.95	\$ 49.95	\$ 48.73	\$ 48.73	\$ 49.95	\$ 49.95	\$ 49.95	\$ 49.95	\$ 45.25	\$ 45.25
F021	15" PVC/CAST IRON X PVC/CAST IRON	NO SPECIFICATIONS		1.00	\$ 42.20	\$ 42.20	\$ 49.95	\$ 49.95	\$ 48.73	\$ 48.73	\$ 49.95	\$ 49.95	\$ 49.95	\$ 49.95	\$ 45.25	\$ 45.25
F022	4" SEWER SADDLE	FERMO TEST 4 OR EQUIVALENT		23.00	\$ 41.46	\$ 953.87	\$ 58.95	\$ 1,342.05	\$ 48.31	\$ 1,111.13	\$ 42.88	\$ 981.64	\$ 45.50	\$ 1,046.50	\$ -	\$ 1,046.50
F023	6" WYE SEWER	NO SPECIFICATIONS		1.00	\$ 43.84	\$ 43.84	\$ 46.35	\$ 46.35	\$ 56.93	\$ 56.93	\$ 43.34	\$ 43.34	\$ 43.34	\$ 43.34	\$ 48.50	\$ 48.50
F024	6" 45 GASKETED ELBOW SEWER	NO SPECIFICATIONS		1.00	\$ 22.49	\$ 22.49	\$ 23.76	\$ 23.76	\$ 23.85	\$ 23.85	\$ 22.22	\$ 22.22	\$ 22.22	\$ 22.22	\$ 24.50	\$ 24.50
F025	6" 90 GASKETED ELBOW SEWER	NO SPECIFICATIONS		1.00	\$ 25.63	\$ 25.63	\$ 74.95	\$ 74.95	\$ 75.22	\$ 75.22	\$ 70.09	\$ 70.09	\$ 70.09	\$ 70.09	\$ 77.00	\$ 77.00
F026	3" x 4" PVC/CAST IRON X PVC/CAST IRON	NO SPECIFICATIONS		32.00	\$ 5.56	\$ 178.02	\$ 5.94	\$ 190.08	\$ 5.79	\$ 185.28	\$ -	\$ -	\$ -	\$ -	\$ 5.50	\$ 176.00
					\$ 2,061.18	\$ 12,650.23	\$ 2,406.32	\$ 15,406.32	\$ 2,406.32	\$ 15,406.32	\$ 2,277.66	\$ 14,128.66	\$ -	\$ -	\$ -	\$ 2,364.50
Section G: YARD					Consolidated Pipe				Core & Main		Ferguson		Fortilne		Johnson County WinWater	
COB ID	Description	Specifications		Historical quantity / potential estimate for life of contract	Cost Each	Total Cost	Cost Each	Total Cost	Cost Each	Total Cost	Cost Each	Total Cost	Cost Each	Total Cost	Cost Each	Total Cost
G001	PVC PIPE 2" X 20' BELLED SCH-40 (LF)	NO SPECIFICATIONS		75.00	\$ 1.78	\$ 133.50	\$ 3.23	\$ 242.25	\$ 1.29	\$ 96.45	\$ -	\$ -	\$ -	\$ -	\$ 2.00	\$ 150.00
G002	PVC PIPE 3" SCH-40 (LF)	NO SPECIFICATIONS		50.00	\$ 3.89	\$ 194.50	\$ 4.66	\$ 233.00	\$ 2.45	\$ 122.50	\$ -	\$ -	\$ -	\$ -	\$ 3.25	\$ 162.50
G003	4" X 20' PVC PIPE C-900 (LF)	NO SPECIFICATIONS		275.00	\$ 6.26	\$ 1,721.50	\$ 8.93	\$ 2,451.75	\$ 5.77	\$ 1,586.75	\$ -	\$ -	\$ -	\$ -	\$ 6.05	\$ 1,663.75
G004	6" X 20' PVC PIPE C-900 (LF)	NO SPECIFICATIONS		150.00	\$ 12.80	\$ 1,920.00	\$ 17.00	\$ 2,550.00	\$ 11.79	\$ 1,768.50	\$ -	\$ -	\$ -	\$ -	\$ 12.35	\$ 1,852.50
G005	8" X 20' PVC PIPE C-900 (LF)	NO SPECIFICATIONS		150.00	\$ 21.94	\$ 3,291.00	\$ 29.16	\$ 4,374.00	\$ 20.21	\$ 3,031.50	\$ -	\$ -	\$ -	\$ -	\$ 21.15	\$ 3,172.50
G006	10" X 20' PVC PIPE C-900 (LF)	NO SPECIFICATIONS		1.00	\$ 32.92	\$ 32.92	\$ 43.74	\$ 43.74	\$ 30.33	\$ 30.33	\$ -	\$ -	\$ -	\$ -	\$ 31.75	\$ 31.75
G007	12" X 20' PVC PIPE C-900 (LF)	NO SPECIFICATIONS		1.00	\$ 46.35	\$ 46.35	\$ 61.60	\$ 61.60	\$ 42.71	\$ 42.71	\$ -	\$ -	\$ -	\$ -	\$ 44.75	\$ 44.75
G008	16" X 20' PVC PIPE C-900 (LF)	NO SPECIFICATIONS		1.00	\$ -	\$ -	\$ 97.86	\$ 97.86	\$ 91.03	\$ 91.03	\$ -	\$ -	\$ -	\$ -	\$ 75.00	\$ 75.00
G009	4" X 14" SDR-35 (LF)	NO SPECIFICATIONS		245.00	\$ 2.47	\$ 605.15	\$ 3.29	\$ 806.05	\$ 2.30	\$ 563.50	\$ -	\$ -	\$ -	\$ -	\$ 2.40	\$ 588.00
G010	6" X 14" SDR-35 (LF)	NO SPECIFICATIONS		245.00	\$ 5.72	\$ 1,401.40	\$ 7.80	\$ 1,912.00	\$ 5.27	\$ 1,291.15	\$ -	\$ -	\$ -	\$ -	\$ 7.35	\$ 1,800.75
G011	8" X 14" SDR-35 (LF)	NO SPECIFICATIONS		38.00	\$ 10.41	\$ 395.38	\$ 13.81	\$ 524.35	\$ 9.60	\$ 363.00	\$ -	\$ -	\$ -	\$ -	\$ 13.25	\$ 503.25
G012	10" X 14" SDR-35 (LF)	NO SPECIFICATIONS		1.00	\$ 16.17	\$ 16.17	\$ 21.47	\$ 21.47	\$ 14.90	\$ 14.90	\$ -	\$ -	\$ -	\$ -		

G034	3P OD X 24" ID X 2.25 CRETEX PRO RING RISER	CRETEX PRO RING SP-C3624F225			3.00	\$	86.77	\$	260.31	\$	111.33	\$	333.99	<b>93.30</b>	\$	<b>279.90</b>	\$	-	\$	80.50	\$	241.50	
G035	3P OD X 24" ID X 2.50 CRETEX PRO RING RISER	CRETEX PRO RING SP-C3624F250			3.00	\$	86.77	\$	260.31	\$	119.33	\$	357.99	<b>99.78</b>	\$	<b>299.34</b>	\$	-	\$	86.25	\$	258.75	
G036	3P OD X 24" ID X 4" CRETEX PRO RING RISER	CRETEX PRO RING SP-C3624G400P			8.00	\$	127.89	\$	1,023.08	\$	175.33	\$	1,402.64	<b>147.09</b>	\$	<b>1,176.72</b>	\$	-	\$	127.25	\$	1,018.00	
G037	3P OD X 24" ID X 4" CRETEX PRO RING RISER	CRETEX PRO RING SP-C3624G600P			10.00	\$	176.98	\$	1,769.77	\$	242.67	\$	2,426.70	<b>203.58</b>	\$	<b>2,035.80</b>	\$	-	\$	176.00	\$	1,760.00	
G038	M-1 ADHESIVE 28OZ CARTRIDGE	SP-C2H1ADHESIVE			1.00	\$	20.00	\$	20.00	\$	32.00	\$	32.00	<b>27.91</b>	\$	<b>27.91</b>	\$	-	\$	200.00	\$	200.00	
G039	255 GAUL DISPENSER GUN	SP-C2C2AULGUN			1.00	\$	20.00	\$	20.00	\$	373.33	\$	373.33	<b>313.20</b>	\$	<b>313.20</b>	\$	-	\$	40.00	\$	40.00	
G040	SHORTY STACK AND LID	NO SPECIFICATIONS			13.00	\$	67.01	\$	871.15	\$	81.33	\$	1,057.29	<b>54.67</b>	\$	<b>710.71</b>	\$	-	\$	116.00	\$	1,508.00	
G041	SHORTY STACK (LID ONLY)	NO SPECIFICATIONS			8.00	\$	15.17	\$	121.38	\$	19.33	\$	154.64	<b>16.36</b>	\$	<b>130.88</b>	\$	-	\$	33.00	\$	264.00	
G042	1" VALVE BOX LID ONLY	NO SPECIFICATIONS			6.00	\$	14.79	\$	88.76	\$	15.25	\$	91.50	<b>15.60</b>	\$	<b>93.60</b>	\$	-	\$	36.00	\$	216.00	
G043	1" VALVE BOX LID RISER	NO SPECIFICATIONS			1.00	\$	18.91	\$	18.91	\$	20.00	\$	20.00	<b>19.93</b>	\$	<b>19.93</b>	\$	-	\$	31.00	\$	31.00	
G044	2" VALVE BOX LID RISER	NO SPECIFICATIONS			1.00	\$	24.66	\$	24.66	\$	28.60	\$	28.60	<b>26.00</b>	\$	<b>26.00</b>	\$	-	\$	43.00	\$	43.00	
G045	4" VALVE BOX LID RISER	NO SPECIFICATIONS			1.00	\$	36.16	\$	36.16	\$	25.81	\$	25.81	<b>42.58</b>	\$	<b>42.58</b>	\$	-	\$	63.00	\$	63.00	
G046	VALVE BOX EXTENSION W/ LID SHORT (18"-24")	NO SPECIFICATIONS			4.00	\$	76.44	\$	305.75	\$	71.49	\$	285.96	<b>58.55</b>	\$	<b>234.20</b>	\$	-	\$	146.00	\$	584.00	
G047	VALVE BOX TOP SECTION ONLY (18"-24")	NO SPECIFICATIONS			4.00	\$	20.55	\$	82.21	\$	23.83	\$	95.32	<b>21.91</b>	\$	<b>87.64</b>	\$	-	\$	70.00	\$	280.00	
G048	VALVE BOX BOTTOM SECTION ONLY (18"-24")	NO SPECIFICATIONS			4.00	\$	38.63	\$	154.53	\$	32.41	\$	129.64	<b>29.80</b>	\$	<b>119.20</b>	\$	-	\$	69.00	\$	344.00	
G049	VALVE BOX EXTENSION W/ LID LONG (24"-36")	NO SPECIFICATIONS			4.00	\$	96.98	\$	387.91	\$	95.33	\$	381.32	<b>69.33</b>	\$	<b>277.32</b>	\$	-	\$	250.00	\$	1,000.00	
G050	VALVE BOX TOP SECTION ONLY (24"-36")	NO SPECIFICATIONS			4.00	\$	28.11	\$	112.46	\$	35.27	\$	141.08	<b>32.43</b>	\$	<b>129.72</b>	\$	-	\$	92.00	\$	368.00	
G051	VALVE BOX BOTTOM SECTION ONLY (24"-36")	NO SPECIFICATIONS			4.00	\$	38.63	\$	154.53	\$	44.80	\$	179.20	<b>40.73</b>	\$	<b>162.92</b>	\$	-	\$	112.00	\$	448.00	
G052	6" X 12" MJ CAST IRON SLEEVE/COUPLING	NO SPECIFICATIONS			4.00	\$	99.13	\$	396.51	\$	114.99	\$	459.96	<b>96.90</b>	\$	<b>387.60</b>	\$	-	\$	101.00	\$	404.00	
G053	8" X 12" MJ CAST IRON SLEEVE/COUPLING	NO SPECIFICATIONS			4.00	\$	159.21	\$	637.24	\$	184.80	\$	739.20	<b>155.73</b>	\$	<b>622.92</b>	\$	-	\$	183.25	\$	693.00	
G054	10" X 12" MJ CAST IRON SLEEVE/COUPLING	NO SPECIFICATIONS			3.00	\$	199.07	\$	572.00	\$	221.17	\$	663.51	<b>186.38</b>	\$	<b>559.14</b>	\$	-	\$	195.25	\$	595.75	
G055	12" X 12" MJ CAST IRON SLEEVE/COUPLING	NO SPECIFICATIONS			3.00	\$	256.41	\$	769.24	\$	297.44	\$	892.32	<b>247.87</b>	\$	<b>743.61</b>	\$	-	\$	262.50	\$	787.50	
G056	6" MJ CAST IRON TEE	NO SPECIFICATIONS			1.00	\$	156.78	\$	156.78	\$	181.87	\$	181.87	<b>153.26</b>	\$	<b>153.26</b>	\$	-	\$	160.50	\$	160.50	
G057	8" MJ CAST IRON TEE	NO SPECIFICATIONS			1.00	\$	234.67	\$	234.67	\$	272.21	\$	272.21	<b>226.84</b>	\$	<b>226.84</b>	\$	-	\$	240.25	\$	240.25	
G058	6" MJ CAST IRON CAPS	NO SPECIFICATIONS			1.00	\$	44.51	\$	44.51	\$	51.63	\$	51.63	<b>43.51</b>	\$	<b>43.51</b>	\$	-	\$	45.50	\$	45.50	
G059	8" MJ CAST IRON CAPS	NO SPECIFICATIONS			1.00	\$	72.83	\$	72.83	\$	84.48	\$	84.48	<b>71.19</b>	\$	<b>71.19</b>	Incomplete Bid	\$	5,841.46	\$	74.50	\$	74.50
							Incomplete Bid		\$	24,864.72			\$	34,651.38							\$	30,663.71	

#### Section H: VALVE & HYDRANT

COB ID	Description	Specifications	Historical quantity / potential estimate for life of contract
H001	2" I.P. X 1.P. HANDWHEEL VALVE ( DOMESTIC)		3.00
H002	2" I.P. X 1.P. SQUARE NUT VALVE ( DOMESTIC)		3.00
H003	2" I.P. X FLANGE SQUARE NUT VALVE ( DOMESTIC)		1.00
H004	4" FLANGE X FLANGE SQUARE NUT VALVE ( DOMESTIC)		1.00
H005	4" MJ X MJ SQUARE NUT VALVE ( DOMESTIC)		1.00
H006	4" MJ X FLANGE SQUARE NUT VALVE ( DOMESTIC)		1.00
H007	4" FLANGE X FLANGE SQUARE NUT VALVE ( DOMESTIC)		1.00
H008	6" MJ X MJ SQUARE NUT VALVE ( DOMESTIC)		1.00
H009	6" MJ X FLANGE SQUARE NUT VALVE ( DOMESTIC)		1.00
H010	6" FLANGE X FLANGE SQUARE NUT VALVE ( DOMESTIC)		1.00
H011	8" MJ X MJ SQUARE NUT VALVE ( DOMESTIC)		1.00
H012	8" MJ X FLANGE SQUARE NUT VALVE ( DOMESTIC)		3.00
H013	8" FLANGE X FLANGE SQUARE NUT VALVE ( DOMESTIC)		1.00
H014	4 BURIED HYDRANT - SILVER IN COLOR	CLOW MEDALLION OR MUELLER SUPER CENTURION	OR EJ WaterMaster SCD250
H015	4 BURIED HYDRANT - SILVER IN COLOR	CLOW MEDALLION OR MUELLER SUPER CENTURION	OR EJ WaterMaster SCD250
H016	2" FLANGE ACCESSORY KIT		1.00
H017	3" FLANGE ACCESSORY KIT		1.00
H018	4" FLANGE ACCESSORY KIT		1.00
H019	6" FLANGE ACCESSORY KIT		1.00
H020	8" FLANGE ACCESSORY KIT		1.00
H021	10" FLANGE ACCESSORY KIT		1.00
H022	12" FLANGE ACCESSORY KIT		1.00

#### Consolidated Pipe

Cost Each		Total Cost	Cost Each	Total Cost	Cost Each	Total Cost	Cost Each	Total Cost	Cost Each	Total Cost
	434.97	\$ 1,304.90	\$ 422.10	\$ 1,266.30	447.04	\$ 1,341.12	\$ -	\$ 385.00	\$ -	1,155.00
	434.97	\$ 1,304.90	\$ 422.10	\$ 1,266.30	389.08	\$ 1,167.24	\$ -	\$ 385.00	\$ -	1,155.00
	\$ -	NO BID			474.21	\$ 474.21	\$ -	\$ -	\$ -	
	445.93	\$ 445.93	\$ 432.46	\$ 432.46	398.93	\$ 398.93	\$ -	\$ 395.00	\$ -	395.00
	712.76	\$ 712.76	\$ 691.66	\$ 691.66	637.39	\$ 637.39	\$ 594.00	\$ 594.00	\$ 640.00	640.00
	712.76	\$ 712.76	\$ 661.06	\$ 661.06	591.72	\$ 591.72	\$ 566.00	\$ 566.00	\$ 640.00	640.00
	706.67	\$ 706.67	\$ 685.36	\$ 685.36	614.49	\$ 614.49	\$ 593.00	\$ 593.00	\$ 640.00	640.00
	909.53	\$ 909.53	\$ 882.90	\$ 882.90	813.00	\$ 813.00	\$ 748.00	\$ 748.00	\$ 800.00	800.00
	909.53	\$ 909.53	\$ 882.90	\$ 882.90	813.00	\$ 813.00	\$ 756.00	\$ 756.00	\$ 800.00	800.00
	944.25	\$ 944.25	\$ 916.20	\$ 916.20	844.26	\$ 844.26	\$ 783.00	\$ 783.00	\$ 840.00	840.00
	1,448.67	\$ 1,448.67	\$ 1,404.90	\$ 1,404.90	1,294.84	\$ 1,294.84	\$ 1,205.00	\$ 1,205.00	\$ 1,285.00	1,285.00
	1,421.25	\$ 4,263.76	\$ 1,379.26	\$ 4,137.78	1,270.43	\$ 3,811.29	\$ 1,182.00	\$ 3,546.00	\$ 1,295.00	3,855.00
	1,476.08	\$ 1,476.08	\$ 1,431.90	\$ 1,431.90	1,319.31	\$ 1,319.31	\$ 1,216.00	\$ 1,216.00	\$ 1,320.00	1,320.00
	2,977.80	\$ 8,933.41	\$ 2,854.54	\$ 8,563.62	2,830.14	\$ 8,490.42	\$ 2,525.00	\$ 2,525.00	\$ 2,750.00	8,100.00
	3,116.15	\$ 9,346.45	\$ 2,987.02	\$ 8,964.06	2,961.51	\$ 8,844.53	\$ 2,642.00	\$ 7,926.00	\$ 2,800.00	8,400.00
	7.61	\$ 7.61	\$ 5.22	\$ 5.22	5.89	\$ 5.89	\$ -	\$ 10.00	\$ -	10.00
	9.21	\$ 9.21	\$ 6.18	\$ 6.18	5.99	\$ 5.99	\$ -	\$ 10.00	\$ -	10.00
	13.24	\$ 13.24	\$ 10.57	\$ 10.57	9.69	\$ 9.69	\$ -	\$ 11.00	\$ -	11.00
	20.37	\$ 20.37	\$ 17.20	\$ 17.20	14.68	\$ 14.68	\$ -	\$ 15.00	\$ -	15.00
	23.21	\$ 23.21	\$ 17.94	\$ 17.94	21.28	\$ 21.28	\$ -	\$ 18.00	\$ -	18.00
	49.68	\$ 49.68	\$ 39.31	\$ 39.31	34.89	\$ 34.89	\$ -	\$ 35.00	\$ -	35.00
	55.14	\$ 55.14	\$ 40.17	\$ 40.17	41.38	\$ 41.38	\$ -	\$ 38.00	\$ -	38.00
		\$ 33,600.03	\$ 32,317.99	\$ 32,317.99		\$ 31,629.45	Incomplete Bid	\$ 25,510.00	\$ -	\$ 30,162.00

#### Section I: METER BOXES

COB ID	Description	Specifications	Historical quantity / potential estimate for life of contract
I001	DOUBLE METER BOX	ALLIANCE D16-AMR-DU-SB	138.00
I002	DOUBLE METER BOX LID ONLY	ALLIANCE D16-AMR-DU-SB (LID ONLY)	100.00
I003	BOLTDOWN MINI VAULT	ROTEC: D1730-18-BD/SM	1.00
I004	DOUBLE CONCRETE METER BOX (BOX ONLY)	BHFI CMB18DUAL	1.00
I005	DOUBLE CONCRETE METER BOX CAST IRON LID (LID ONLY)	BHFI CMB18C	3.00
I006	DOUBLE CONCRETE METER BOX CAST IRON LID WITH PREDRILLED HOLE FOR ONE EXTERNAL ANTENNA (LID ONLY)		1.00
I007	66H CONCRETE VAULT METER BOX (BOX ONLY)	BHFI CMB65B66	1.00
I008	66H CONCRETE VAULT METER BOX CAST IRON LID (LID ONLY)	BHFI B65C	1.00
I009	66T CONCRETE VAULT METER BOX CAST IRON LID WITH PREDRILLED HOLES FOR TWO EXTERNAL ANTENNAS (LID ONLY)		1.00
I010	38C COMPLETE DOUBLE PLASTIC METER BOX AND LID	DFW38C-14-1A	3.00
I011	38C PLASTIC (LID ONLY)	DFW38C-1A-LID	1.00

#### Consolidated Pipe

Cost Each		Total Cost		Cost Each		Total Cost		Cost Each		Total Cost		Cost Each		Total Cost			
\$	44.69	\$	6,167.17	\$	39.97	\$	5,515.86	43.66	\$	6,025.08	\$	-	\$	42.00	\$	5,796.00	
\$	9.92	\$	991.95	\$	7.77	\$	777.00	8.60	\$	860.00	\$	-	\$	8.00	\$	800.00	
\$	414.83	\$	414.83	\$	277.93	\$	277.93	305.09	\$	305.09	\$	-	\$	-	\$	-	
\$	103.84	\$	311.52	\$	46.28	\$	138.84	\$	-	\$	-	\$	-	\$	90.00	\$	270.00
\$	94.46	\$	283.38	\$	91.31	\$	273.93	91.31	\$	273.93	\$	-	\$	98.00	\$	294.00	
\$	103.20	\$	103.20	\$	99.76	\$	99.76	99.76	\$	99.76	\$	-	\$	-	\$	-	
\$	103.84	\$	103.84	\$	94.70	\$	94.70	\$	-	\$	-	\$	-	\$	210.00	\$	210.00
\$	189.14	\$	189.14	\$	214.02	\$	214.02	214.02	\$	214.02	\$	-	\$	240.00	\$	240.00	
\$	210.01	\$	210.01	\$	251.56	\$	251.56	251.56	\$	251.56	\$	-	\$	-	\$	-	
\$	220.99	\$	662.97	\$	148.07	\$	444.21	163.45	\$	490.35	\$	-	\$	150.00	\$	450.00	
\$	75.60	\$	75.60	\$	50.66	\$	50.66	55.01	\$	55.01	\$	-	\$	52.00	\$	52.00	
\$		9,513.60		\$		8,138.47		\$		8,575.70		Incomplete Bid		\$		8,112.00	



K002	1 1/2" HUNTER GLOBE VALVE	HUNTER ICV151G, 1-1/2" NPT, 200 PSI	13.00		\$ -	\$ 135.11	\$ 1,756.43	139.00	\$ 1,807.00	\$ -	\$ 200.00	\$ 2,600.00
K003	HUNTER CONTROLLER	HUNTER SVC-100 w/ SOLENOID	13.00		\$ -	\$ 146.29	\$ 1,901.77	144.00	\$ 1,872.00	\$ -	\$ 200.00	\$ 2,600.00
K004	3" X 2" BRASS TEE		3.00		\$ -	\$ 442.65	\$ 1,327.95	392.28	\$ 1,176.84	\$ -	\$ 425.00	\$ 1,275.00
K005	3" PVC THREADED PLUG	Domestic	6.00	\$ 3.30	\$ 19.80	\$ 4.78	\$ 28.68	3.53	\$ 21.19	\$ -	\$ -	\$ -
K006	3" SDR35 PVC MALE X GLUE		1.00	\$ 16.32	\$ 16.32	\$ 4.05	\$ 4.05	18.19	\$ 18.19	\$ -	\$ -	\$ -
K007	3" SDR35 PVC PIPE		1.00		\$ -	\$ 5.02	\$ 5.02	NO BID	-	\$ -	\$ -	\$ -
K008	3" SDR35 COUPLING		1.00	\$ 2.47	\$ 2.47	\$ 6.40	\$ 6.40	2.62	\$ 2.62	\$ -	\$ -	\$ -
K009	4" NDS BOTTOM OUTLET		6.00		\$ -	\$ 56.63	\$ 339.78	3.45	\$ 20.70	\$ -	\$ 10.00	\$ 60.00
K010	NDS END CAP FOR BOTTOM OUTLET		19.00		\$ -	\$ 9.38	\$ 178.22	2.32	\$ 44.08	\$ -	\$ 10.00	\$ 190.00
					Incomplete Bid	\$ 38.49	\$ 8,424.41	\$ 7,453.41				\$ 9,260.00

# CERTIFICATE OF INTERESTED PARTIES

**FORM 1295**

1 of 1

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

**OFFICE USE ONLY  
CERTIFICATION OF FILING****1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

FERGUSON ENTERPRISES LLC  
Tyler, TX United States

Certificate Number:  
2023-1084617

Date Filed:  
10/18/2023

Date Acknowledged:

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

CITY OF BURLESON, TEXAS

**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.**

2023-023  
Pipe & Appurtenances

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

**5 Check only if there is NO Interested Party.****6 UNSWORN DECLARATION**

My name is Troy McCamish, and my date of birth is \_\_\_\_\_.

My address is 7982 US Hwy 69N, Tyler, Texas, 75706, USA.  
(street) (city) (state) (zip code) (country)

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

Executed in Smith County, State of Texas, on the 18th day of October, 20 23.  
(month) (year)

*Troy McCamish*

Signature of authorized agent of contracting business entity  
(Declarant)

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## City Council Regular Meeting

**DEPARTMENT:** Public Works & Engineering  
**FROM:** Errick Thompson, P.E., CFM®, Director  
**MEETING:** November 13, 2023

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**SUBJECT:**

Consider approval of a one year contract with Johnson County WinWater for the purchase of water and wastewater supplies in accordance with ITB 2023-023 Sections C and H in the amount of \$36,366.87. (*Staff Presenter: Errick Thompson, Director of Public Works & Engineering*)

**SUMMARY:**

The City purchases various materials that facilitate maintenance and operation of the water and wastewater systems each year. These materials include pipe, pipe fittings, fire hydrants, valves and various sewer related items.

The bid was divided into 11 sections of material type and the vendor with the lowest overall cost for that section is recommended for award. Quantities for each item are estimated based on the purchase volumes over historical three years. The exact quantities purchased from the proposed contract will be based upon actual maintenance and operational needs. The contract is for one year with the option of up to four one-year renewals.

Johnson County WinWater provided lowest bids for two sections of the bid: Section C – Dresser Couplings and Section H – Valve & Hydrant.

The Purchasing Division of Administrative Services opened bids for purchase ITB 2023-023 on September 12, 2023. Bid requests were sent to all vendors registered to do business with the City of Burleson for these commodities. The bid was also advertised in the Fort Worth Star-Telegram newspaper on August 27, 2023 and September 3, 2023. The initial contract period is November 13, 2023 through September 30, 2024. Annual renewals will require City Council approval. Five vendors submitted bids, Consolidated Pipe & Supply, Core & Main LP, Ferguson Enterprises LLC, Fortiline Inc., and Johnson County WinWater. City staff analyzed the bids provided by the vendors. The vendor with the lowest overall cost in each section is recommended for award of that section.

While this is a unit cost agreement, due to market volatility this agreement allows the vendor to submit pricing adjustments on a quarterly basis instead of annually. Any requested adjustments by the vendor will be reviewed for approval by the City.

**OPTIONS:**

- 1) Approve a unit price contract with Johnson County WinWater for the purchase of various water and wastewater supplies included in ITB 2023-023 Sections C and H with term ending September 30, 2024 from Johnson County WinWater in the amount \$36,366.87.
- 2) Deny the contract.

**RECOMMENDATION:**

Approve a unit price contract with Johnson County WinWater for the purchase of various water and wastewater supplies included in ITB 2023-023 Sections C and H with term ending September 30, 2024 from Johnson County WinWater in the amount \$36,366.87.

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

None

**FISCAL IMPACT:**

Budgeted Y/N: Y  
Fund Name: Water/Wastewater  
Full Account #s: 5017101-63020  
Amount: \$25,845.64

Budgeted Y/N: Y  
Fund Name: Water/Wastewater  
Full Account #s: 5017101-63030  
Amount: \$10,521.23

**STAFF CONTACT:**

Erick Thompson, P.E., CFM®  
Director of Public Works & Engineering  
[ethompson@burlesontx.com](mailto:ethompson@burlesontx.com)  
817-426-9610

# Annual Contracts

Water and Wastewater Pipe &  
Appurtenances  
ITB 2023-023

City Council  
November 13, 2023



# Background

- Annual contracts used to purchase various water and wastewater parts such as pipe, pipe fittings, fire hydrants, valves and manhole rings and lids
- Latest contract expired September 30, 2023
- Invitation to Bid published in Fort Worth Star-Telegram (August 27, 2023 and September 3, 2023) and managed through the City's electronic procurement portal





# Background (cont'd)

- Bid divided into 11 sections of material type and the vendor with lowest overall cost for that section is recommended for award
- Quantities for each item are estimated based upon three years' purchase volumes
- Unit price contracts with four vendors recommended
- One-year initial contracts with up to four, one-year renewals
  - Initial contracts November 13, 2023 through September 30, 2024
  - Annual renewals require City Council approval

# Bid Results Summary

Bid Section	Description	Amount	Vendor
A	Brass Low Lead Non-Compression	\$22,685.07	Ferguson
B	Brass Low Lead Compression	\$17,252.91	Core & Main
C	Dresser Couplings	\$6,204.87	Johnson County WinWater
D	Leak Clamps	\$6,276.91	Ferguson
E	Tapping Saddles	\$1,195.64	Consolidated Pipe
F	Sewer Fittings & Couplings	\$2,061.18	Consolidated Pipe
G	Yard	\$28,183.41	Ferguson
H	Valve & Hydrant	\$30,162.00	Johnson County WinWater
I	Meter Boxes	\$8,138.47	Core & Main
J	ROW Cleanout Misc.	\$409.50	Ferguson
K	Flush Valve Misc.	\$7,453.41	Ferguson
		<b>\$130,023.37</b>	

# Action Requested

recommended



Consider approval of unit price contracts for the purchase of water and wastewater pipe & appurtenances from Consolidated Pipe & Supply in the amount \$3,256.82, Core & Main LP in the amount \$25,391.38, Ferguson Enterprises LLC in the amount \$65,008.30, and Johnson County WinWater in the amount \$36,366.87



Deny the contracts



## INVITATION TO BID

**Bid Reference Number:** 2023-023

**Project Title:** Pipe and Appurtenances

ANTICIPATED SCHEDULE	
Type text here	
ITB Issue Date	Sunday, August 27, 2023
ITB Publication Dates	Sunday August 27, 2023 & Sunday September 3, 2023
Deadline for Questions	Tuesday September 5, 2023 @ 10:00am CST
Bids Due	Tuesday September 12, 2023 @ 1:00pm CST
Recommendation to City Council	October 2, 2023

### Important Information

The City of Burleson will receive sealed Bids for the services specified until the deadline indicated above. Bids will only be received electronically through the City's e-procurement system, Bonfire, at <https://burlesontx.bonfirehub.com> (registration required). ***Extensions will not be granted. Late submittals will not be accepted.***

Questions and requests for additional information should be made in writing and no later than the questions deadline above and shall be directed to the Purchasing Agent via <https://burlesontx.bonfirehub.com>.

Any interpretations, corrections, clarifications, or changes to this Request for Bids or specifications will be issued via addendum. Addenda will be posted at <https://burlesontx.bonfirehub.com>. It is the responsibility of the respondent to monitor the Bonfire website for addenda. **Bidders shall acknowledge receipt of each addendum by submitting a signed copy with their Bid.** *Oral explanations will not be binding.*

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

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Appendix A – Scope of Services

1. Scope of Services Descriptions ..... A-1

Appendix B – Bid

1. Cover page for online submittals ..... B-1

2. Required Bid Information ..... B-2-4

Appendix C – Standard Terms & Conditions

1. Terms & Conditions .....C-1-3

**1. Introduction**

- A. Project Overview: The City of Burleson (“City”) is requesting Bids with the intent of awarding a contract for Pipe and Appurtenances for the Water and Wastewater division of Public Works for a twelve-month period beginning upon City Council approval.

**2. Definitions**

Bid Document: The signed and executed submittal of the entirety of Appendix B –Bid Document.

Bidder: The Bidder and Bidder’s designated contact signing the first page of the Bid Document.

City of Burleson (“City”): The City of Burleson, Texas.

Project: The name of this Invitation to Bid as identified on the cover sheet and first page of Appendix A – Scope of Services.

Purchasing Agent: The City of Burleson Purchasing Agent is Andrea Anderson.

Phone: (817) 426-9847

E-Mail: [purchasing@burlesontx.com](mailto:purchasing@burlesontx.com)

Invitation to Bid (ITB): The entirety of this document, including all Appendices and Addenda.

Scope of Services: The entirety of Appendix A.

**3. General Information**

- A. Tax Exempt Status: City purchases are exempt from State Sales Tax and Federal Excise Tax. Do not include tax in the Bid. City will furnish Excise Tax Exemption Certificate upon request.
- B. Public Inspection of Bids: The City strictly adheres to the Texas Public Information Act (Texas Government Code Chapter 552.001, et seq.) and all other governing statutes, regulations, and laws regarding the disclosure of ITB information. Bids are not available for public inspection until after the contract award. If the Bidder has notified the City, in writing, that the Bid contains trade secrets or confidential information, the City will generally take reasonable steps to prevent disclosure of such information, in accordance with the Public Information Act. This is a statement of general policy only, and in no event shall the City be liable for disclosure of such information by the City in response to a request, regardless of the City’s failure to take any such reasonable steps, even if the City is negligent in failing to do so.
- C. Notification of Errors or Omissions: Bidders shall promptly notify the City of any omissions, ambiguity, inconsistency or error that they may discover upon examination of this ITB. The City shall not be responsible or liable for any errors and/or misrepresentation that result from the solicitations which are inadvertently incomplete, ambiguous, inconsistent or obviously erroneous.
- D. Anti-Boycotting Provisions. Vendor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.



- E. 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.
- F. 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.
- G. 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.

**4. ITB Withdrawals and/or Amendments**

- A. ITB Withdrawal: The City reserves the right to withdraw this ITB for any reason.
- B. ITB Amendments: The City reserves the right to amend any aspect of this ITB by formal written addendum prior to the Bid submittal deadline and will endeavor to notify all potential Bidders that have registered with the City, but failure to notify shall impose no obligation or liability on the City.

**5. Bid Submittal Requirements**

- A. Submittal Packet – Required Content: All Bids must be submitted electronically. The Bidder must visit <https://burlesontx.bonfirehub.com/login> and register. Once registered for this complimentary service, the Bidder may submit Bid documents electronically by selecting the appropriate Bid identification.
- B. Submittal Deadline: It is the Bidder's responsibility to have the Bid Documents correctly electronically submitted by the submittal deadline. No extensions will be granted and no late submissions will be accepted.
- C. Bids Received Late: Bidders are encouraged to submit their Bids as soon as possible. The time and date of receipt as recorded within the Bonfire electronic system shall be the official time of receipt. The City is not responsible for late submission regardless of the reason. Late Bids will not be considered under any circumstances.
- D. Alterations or Withdrawals of Bid Document: Any submitted Bid may be withdrawn or a revised Bid substituted prior to the submittal deadline. Bid documents cannot be altered, amended or withdrawn by the Bidder after the submittal deadline, unless such alteration, amendment or withdrawal notice is approved in writing by the Purchasing Agent.

## 6. Bid Evaluation and Contract Award

### A. Bid Evaluation and Contract Award Process:

The City will evaluate all Bids to determine which Bidders are reasonably qualified for the award of the contract, applying the anticipated evaluation factors and emphasis to be placed on each factor as identified in the Scope of Services. The City may, at its option, conduct discussions with or accept Bid revisions from any reasonably qualified Bidder. The City reserves the right to determine which Bid will be most advantageous to the City.

### B. Contract Award

An award of a contract to provide the goods or services specified herein will be made using competitive sealed Bids, in accordance with Chapter 252 of the Texas Local Government Code and with the City's purchasing policy. The City's Standard Terms & Conditions have been provided with this ITB. The Bidder must submit and objections to the contract along with responses. A fully executed contract shall be comprised of the following documents:

- i. This Request for Bid, including all attachments
- ii. The successful Bidder's Bid.

C. Completeness: If the Bid is incomplete or otherwise fails to conform to the requirements of the ITB, the City alone will determine whether the variance is so significant as to render the Bid non-responsive, or whether the variance may be cured by the Bidder or waived by the City, such that the Bid may be considered for award.

D. Ambiguity: Any ambiguity in the Bid as a result of omission, error, lack of clarity or non-compliance by the Bidder with specifications, instructions and all conditions shall be construed in the favor of the City. In the event of a conflict between these standard ITB requirements and details provided in Appendix A – Scope of Services or Appendix B – Bid, the Appendices shall prevail.

E. Unit Prices and Extensions: If unit prices and their extensions do not coincide, the City may accept the price most beneficial to the City, and the Bidder will be bound thereby.

F. Additional Information: The City may request any other information necessary to determine Bidder's ability to meet the minimum standards required by this ITB.

G. Partial Contract Award: The City reserves the right to award one contract for some or all the requirements proposed or award multiple contracts for various portions of the requirements to different Bidders based on the unit prices proposed in response to this request, or to reject any and all Bids and re-solicit for Bids, as deemed to be in the best interest of the City.

H. Cooperative Governmental Purchasing Notice: Other governmental entities maintaining interlocal agreements with the City, may desire, but are not obligated, to purchase goods and services defined in this ITB from the successful Bidder. All purchases by governmental entities, other than the City, will be billed directly to and paid by that governmental entity. The City will not be responsible for another governmental entity's debts. Each governmental entity will place their own orders with the successful Bidder and be responsible for ensuring full compliance with the ITB specifications. Prior to other governmental entities placing orders, the City will notify the successful Bidder of their intent.

I. Billing for Services; Payment: Successful Bidders are encouraged to register through the City's Vendor Self Service portal to submit payment requests, invoices, and set up direct deposit prior to providing

goods and/or services. Register and submit required documentation on the website at <https://burlesontx.munisselfservice.com/vss/Vendors/default.aspx>

J. Terminate for Cause: The occurrence of any one or more of the following events will justify termination of the contract by the City of Burleson for cause:

1. The successful Bidder fails to perform in accordance with the provisions of these specifications; or
2. The successful Bidder violates any of the provisions of these specifications; or
3. The successful Bidder disregards laws or regulations of any public body having jurisdiction; or
4. The successful Bidder transfers, assigns, or conveys any or all of its obligations or duties under the contract to another party(ies) without written consent of the City.
5. If one or more of the events identified in subparagraphs J.1 through J.4 occurs, the City may terminate the contract by giving the successful Bidder seven (7) days written notice. In such case, the successful Bidder shall only be entitled to receive payment for goods and services provided before the effective date of termination. The successful Bidder shall not receive any payment on account of loss of anticipated profits or revenue or other economic loss resulting from such termination.
6. When the contract has been so terminated by the City, such termination shall not affect any rights or remedies of the City then existing or which may thereafter accrue.

K. Terminate for Convenience: This contract may be cancelled or terminated at any time by giving vendor thirty (30) days written notice. Bidder may be entitled to payment for services actually performed; to the extent said services are satisfactory.

## **Appendix A – Scope of Services**

### **1. Scope of Services Description**

The City of Burleson, Texas is seeking bids for Pipe and Appurtenances for the Water and Wastewater division of Public Works for a twelve-month period, beginning upon City Council approval.

At the City's discretion, the effective change rate shall be based on either the local or national index average rate for all items. If agreement cannot be reached, the contract is terminated at the end of the current contract period.

Should funding not be approved by the City Council for any given budget year during the contract term, the contract will become null and void upon the completion of the appropriated funding. The following specifications are intended to indicate a certain level of performance. The City reserves the right to determine products and support of equal value, and whether other brands or models meet the City's product and support needs.

Bids may also be awarded according to section or category (i.e. brass, leak clamps, yard, etc.) or be awarded in its entirety at the discretion of the City of Burleson.

Please reference separate "bid form" and fill in applicable pricing including shipping.

### **3. Brand Manufacture Reference**

The City has determined that any manufacturer's brand defined in the Scope of Services meets the City's product and support need. The manufacturer's reference is not intended to be restrictive and is only descriptive of the type and quality the City desires to purchase. Bids for similar manufactured products of like quality will be considered if the Bid is fully noted with the manufacturer's brand name and model. The City reserves the right to determine products and support of equal value, and whether other brands or models meet the City's product and support needs.

## Appendix B – Bid

**Submittal Checklist: (To determine validity of Bid)**

- ☐ Appendix B must be included in the Bid submittal  
☐ Appendix C Standard Terms & Conditions  
☐ Conflict of Interest Questionnaire ☐ House Bill 89 Verification Form (public files in Bonfire)  
☐ Form 1295 Certificate of Interested Party (Public files in Bonfire)  
☐ W9 (Public files in Bonfire)

**All Bids submitted to the City of Burleson shall include this page with the submitted Bid.**

<b>ITB Number:</b>	<b>2023-023</b>
<b>Project Title:</b>	<b>Pipe and Appurtenances</b>
<b>Submittal Deadline:</b>	<b>Tuesday, September 12, 2023 at 1:00 PM (CST)</b>

**Submit Electronically\* to:**  
**<https://burlesontx.bonfirehub.com/login>**  
 \* Requires email account login and password.


**Bidder Information:**

<b>Bidder's Legal Name:</b>	Johnson County WinWater		
<b>Address:</b>	7636 S I35 West		
<b>City, State &amp; Zip</b>	Alvarado, TX 76009		
<b>Federal Employers Identification Number #</b>	88-2723334		
<b>Phone Number:</b>	817-345-0500	<b>Fax Number:</b>	817-345-0533
<b>E-Mail Address:</b>	bhubbard@winwaterworks.com		

**Bidder Authorization**

**I, the undersigned, have the authority to execute this Bid in its entirety as submitted and enter into a contract on behalf of the Bidder.**

Printed Name and Position of Authorized Representative: Brian Hubbard Operations

Signature of Authorized Representative: 

Signed this 12th (day) of September (month), 2023 (year)

**I learned of this Request for Bids by the following means:**

☐ Newspaper Advertisement ☐

☒ Bonfire

☐ Other

## Appendix B – Bid (continued)

### **1. REQUIRED BID INFORMATION. IN ORDER FOR A BID TO BE CONSIDERED COMPLETE, AND TO BE EVALUATED FOR A CONTRACT AWARD BY THE CITY, BIDDER MUST SUBMIT ALL OF THE FOLLOWING INFORMATION:**

#### **A. Proposed Products and/or Services**

Bidders should utilize this section to describe the technical aspects, capabilities, features and options of the product and/or service proposed in accordance with the required Scope of Services as identified in Appendix A. Promotional literature, brochures, or other technical information may be used.

#### **B. Additional Hardware Descriptions:** Bidders should also include in this section a detailed description of what additional hardware and/or software, if any, would be required by the City in order to fully utilize the goods and/or services proposed.

#### **C. Material Safety Data Sheets (MSDS):** If applicable, the successful Bidder shall provide the City with applicable MSDS documentation as required by applicable laws and regulations.

#### **D. Guarantees and Warranties:** Each Bidder shall submit a complete copy of any warranties or guarantees provided by the manufacturer or Bidder with the Bid submitted.

#### **E. Project Schedule/Delivery Date:** Bidder must provide a project schedule noting all projected completion dates for segments of the Project, from start-up to completion, and all delivery dates for goods covered by the ITB. The Bid Document must show the number of days required to deliver and install the product or equipment after the receipt of the City's Purchase Order.

#### **F. References:**

A list of five (5) references must be included in order for the submittal to be responsive. Vendor references must include the following:

- i. Name of the reference, organization, phone number and email.

### **3. Federal, State and/or Local Identification Information**

- A. Centralized Master Bidders List registration number: NA.
- B. Prime contractor HUB / MWBE registration number: NA.
- C. An individual Bidder acting as a sole proprietor must also enter the Bidder's Social Security Number: # NA -        -       .

### **4. Emergency Business Services Contact Notice**

- A. During a natural disaster, or homeland security event, there may be a need for the City of Burleson to access your business for products or services after normal business hours and/or holidays. The City may request City employee pick up or vendor delivery of product or services.
- B. For this purpose, a primary and secondary emergency contact name and phone number are required. It is critical the vendor's emergency contact information remains current. City shall be contacted by E-mail with any change to a contact name or phone number of these emergency contacts.
- C. All products or services requested during an emergency event are to be supplied as per the established contract prices, terms and conditions. The vendor shall provide the fee (pricing) for an



City of Burleson ITB 2023-023  
Pipe and Appurtenances

after-hours emergency opening of the business, if any. In general, orders will be placed using a City of Burleson procurement card (Master Card) or City issued Purchase Order. The billing is to include the emergency opening fee, if applicable.

- D. The contractor shall provide the names, phone numbers and fee (pricing), if any, for an after-hours emergency opening of the business listed below.

Business Name: Johnson County WinWater

Contract #: 2023-2024 Pipe & Appurtenances

Description: Water and Sewer Parts

Primary Contact (Name): Brian Hubbard

Primary Contact Phone Numbers: Home: 817-312-4566 Cell: 817-312-4566

Secondary Contact (Name): CJ Petty

Secondary Contact Phone Numbers: Home: 214-908-1675 Cell: 214-908-1675

After Hours emergency opening fee, if applicable: \$ 350

- E. Please indicate below if you will permit other governmental entities to purchase from your agreement with the City.

☐ Yes, Others can purchase ☐ No, Only the City can purchase

**5. Term of Contract and Option to Extend:**

**Any contract resulting from this ITB shall be effective for twelve-months from date of award. The City anticipates that contract shall be renewed pursuant to the availability of funds and at the discretion of the City. The following clauses shall be included in the contract:**

- A. **Option Clause:** It is agreed that City will have the option to extend the contract for up to four (4) additional one-year renewals. To exercise this option, the City shall serve notice 30 days prior to contract termination or to the end of any one-year extension. The Option to Extend will not be considered if funding is unavailable or if the contractor's past performance is not within the industry standard.
- B. **Escalation Clause:** Should market conditions prevail which dictate an increase, the successful contractor may submit documentation requesting permission to increase pricing no later than 30 days after receiving notice from the City of its intent to extend the agreement. Escalation may only occur at the time of renewal and only upon securing the approval of the City in writing. Requests for price adjustments must be solely for the purpose of accommodating an increase in the contractor's cost, not profits.

City of Burleson ITB 2023-023  
Pipe and Appurtenances

Vendors shall show in this quote their anticipated percent of escalation if/when the option to extend is exercised. The percent quoted will be a maximum. In addition, the percentage proposed will be a factor in determining the best value to the City. It is the average price over the period of the contract that will be the price factor considered in the evaluation of this quote. Quotes in which negative or no escalation is shown will be considered as 0% escalation.

## Appendix C – Standard Terms & Conditions

**1. CONTRACT TERMS AND CONDITIONS. EXCEPT WHERE BIDDER MAKES SPECIFIC EXCEPTION IN THE SUBMITTED BID, ANY CONTRACT RESULTING FROM THIS ITB WILL CONTAIN THE FOLLOWING TERMS AND CONDITIONS, WHICH BIDDER HEREBY ACKNOWLEDGES, AND TO WHICH BIDDER AGREES BY SUBMITTING A BID:**

**A. Delivery of Products and/or Services**

- i. Payment Terms: Unless otherwise specified in the Scope of Services or otherwise agreed to in writing by the City, payment terms for the City are Net 30 days upon receipt of invoice.
- ii. Warranty of Products and Services: All products furnished under this contract shall be warranted to be merchantable and good quality and fit for the purposes intended as described in this Bid, to the satisfaction of City and in accordance with the specifications, terms, and conditions of the Scope of Services, and all services performed shall be warranted to be of a good and workmanlike quality, in addition to, and not in lieu of, any other express written warranties provided.
- iii. Late Delivery or Performance: If Bidder fails to deliver acceptable goods or services within the timeframes established in the Project Schedule, the City shall be authorized to purchase the goods or services from another source and assess any increase in costs to the defaulting Bidder, who agrees to pay such costs within ten days of invoice.
- iv. Title to Goods and Risk of Loss: For goods to be provided by Bidders hereunder, if any, the title and risk of loss of the goods shall not pass to City until City actually receives, takes possession, and accepts the goods and the installation of such goods, has tested the system, and determined that it is in good and acceptable working order.
- v. FOB (delivery charges): All products offered shall be FOB final destination, with all delivery charges to be prepaid by the Bidder. The City does not accept C.O.D. or collect shipments. The contract price shall include all charges, including delivery, installation and set-up fees. All packing, crating, or other debris resulting from the delivery or set-up of the commodity purchased shall be removed and properly disposed by the successful Bidder at no additional cost to the City.
- vi. Excess or Incorrect Commodities: Products or materials delivered in error or in excess of the quantity ordered shall be returned at the successful Bidder's expense, unless otherwise agreed to in writing by the City.
- vii. Title to Goods and Risk of Loss: For goods to be provided by Bidders hereunder, if any, the title and risk of loss of the goods shall not pass to City until City actually receives, takes possession, and accepts the goods and the installation of such goods, has tested the system, and determined that it is in good and acceptable working order.

**B. Miscellaneous**

- i. Independent Contractor: Bidder agrees that Bidder and Bidder's employees and agents have no employer-employee relationship with City. Bidder agrees that if Bidder is selected and awarded a contract, City shall not be responsible for the Federal Insurance Contribution Act (FICA) payments, Federal or State unemployment taxes, income tax withholding, Workers Compensation Insurance payments, or any other insurance payments, nor will City furnish any medical or retirement benefits or any paid vacation or sick leave.

- ii. Assignments: The rights and duties awarded the successful Bidder shall not be assigned to another without the written consent of the Purchasing Agent. Such consent shall not relieve the assigner of liability in the event of default by the assignee.
- iii. Liens: Bidder shall indemnify and save harmless the City against any and all liens and encumbrances for all labor, goods, and services which may be provided to the City by Bidder or Bidder's vendor(s), and if the City requests, a proper release of all liens or satisfactory evidence of freedom from liens shall be delivered to the City.
- iv. Gratuities / Bribes: Bidder certifies that no bribes in the form of entertainment, gifts, or otherwise, were offered or given by the successful Bidder, or its agent or representative, to any City officer, employee or elected representative, with respect to this ITB or any contract with the City, and that if any such bribe is found to have been made this shall be grounds for voiding of the contract.
- v. Financial Participation: Bidder certifies that it has not received compensation from the City to participate in preparing the specifications or ITB on which the Bid is based and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.
- vi. Authority to Submit Bid and Enter Contract: The person signing on behalf of Bidder certifies that the signer has authority to submit the Bid on behalf of the Bidder and to bind the Bidder to any resulting contract.
- vii. Compliance with Applicable Law: Bidder agrees that the contract will be subject to, and Bidder will strictly comply with, all applicable federal, state, and local laws, ordinances, rules, and regulations.
- viii. Compliance with HB 89: Bidder agrees per HB 89 vendor shall not boycott Israel at any time while providing products or services to the City of Burleson.

☒ **Yes, we agree**

☐ **No, we do not agree**

☐ **N/A**

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

☒ **Yes, we agree**

☐ **No, we do not agree**

## 2. Financial Responsibility Provisions

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

- B. Indemnification:** Bidder agrees to defend, indemnify and hold harmless the City, all of its officers, Council members, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages and liabilities, including reasonable attorneys' fees, court costs and related expenses, arising out of, connected with, or resulting from any acts or omissions of Bidder or any agent, employee, subcontractor, or supplier of Bidder in the execution or performance of this contract without regard to whether such persons are under the direction of City agents or employees.
- C. Indemnity for Intellectual Property:** Bidder hereby warrants that the use or sale of the products, materials and services delivered hereunder will not infringe on the rights of any trade secrets, patent, copyright, registered trademark, or other intellectual property by right covering such materials and the successful Bidder agrees to indemnify and hold harmless the City for any and all costs, expenses, judgments, and damages which the City may have to pay or incur.
- i. Bond Requirements: Prior to the commencement of work on this Project, Bidder shall deliver to the City the following bonds issued by a good and sufficient surety licensed by the State of Texas and satisfactory to the City:
  - ii. A payment bond in the amount of 100% of the total contract amount insuring the full and prompt payment of all persons performing labor and/or furnishing materials in connection with this Project;
  - iii. A performance bond in the amount of 100% of the total contract amount insuring full, faithful, and prompt performance of the responsibilities contained in this contract within the time parameters provided herein; and
  - iv. A maintenance bond insuring full and prompt maintenance, repair and/or replacement of the goods to be provided by Bidder for a period of two years from date of acceptance by the City.
- D. Term of Contract and Option to Extend**
- i. Any contract resulting from this ITB shall be effective from the date of execution **through September 30, 2024**. The City anticipates that contract shall be renewed up to four (4) one-year terms pursuant to the availability of funds and at the discretion of the City.

# Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Johnson County WinWater #421

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

7636 S I-35 West

6 City, state, and ZIP code

Alvarado, TX 76009

Requester's name and address (optional)

7 List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

- -

or

Employer identification number

8 8 - 2 7 2 3 3 3 4

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign  
Here

Signature of  
U.S. person ►

Date ► 3-23-23

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

**Note:** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

## What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.



**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

**a. Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note: ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

**b. Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

**c. Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

**d. Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

**e. Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

### Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

### Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

#### Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947



The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

## Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

## Line 6

Enter your city, state, and ZIP code.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.SSA.gov](http://www.SSA.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/Businesses](http://www.irs.gov/Businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.



**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor <sup>4</sup>
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

**\*Note:** The grantor also must provide a Form W-9 to trustee of trust.

**Note:** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

### Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Visit [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

## OFFICE USE ONLY CERTIFICATION OF FILING

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

Johnson County WinWater  
Alvarado, TX United States

Certificate Number:  
2023-1070600

Date Filed:  
09/12/2023

Date Acknowledged:

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

City of Burleson

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

2023 -2024 Pipe & Appurtenance  
Water and Sewer Parts

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



## 6 UNSWORN DECLARATION

My name is Brian Hubbard, and my date of birth is 2/9/1974.

My address is 7636 S I35 West, Alvarado, TX, 76009, US.  
(street) (city) (state) (zip code) (country)

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

Executed in Johnson County, State of Texas, on the 12<sup>th</sup> day of September, 2023.  
(month) (year)



Signature of authorized agent of contracting business entity  
(Declarant)



## HOUSE BILL 89 VERIFICATION FORM

### Prohibition on Contracts with Companies Boycotting Israel

The 85<sup>th</sup> Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

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

the Contract Pursuant to Section 2270.001,

Texas Government Code:

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

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

I, (authorized official) , do hereby depose and verify the truthfulness and accuracy of the contents of the statements submitted on this certification under the provisions of Subtitle F, Title 10, Government Code Chapter 2270 and that the company named below:

- 1) does not boycott Israel currently; and
- 2) will not boycott Israel during the term of the contract; and
- 3) is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at  
<https://comptroller.texas.gov/purchasing/publications/divestment.php>

Company Name

Johnson County WinWater

Signature of Authorized Official



Title of Authorized Official Date

Operations Manager

# CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

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

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

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

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

## OFFICE USE ONLY

Date Received

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

N/A

2 ☐ Check this box if you are filing an update to a previously filed questionnaire.

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

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

N/A

Name of Officer

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

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

N/A

☐ Yes

☐ No

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

N/A

☐ Yes

☐ No

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

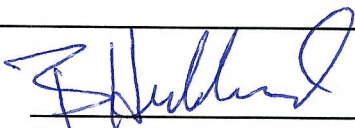
N/A

☐ Yes

☐ No

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

4



Signature of person doing business with the governmental entity

9/12/23

Date

Adopted 06/29/2007

## PIPE AND APPURTENANCE

BRASS LOW LEAD NON COMPRESSION											
COB ID	Description	Specification	OR	Specification	OR	Specification	Historical quantity / potential estimate for life of contract	COST	TOTAL		
A001	3/4" SOFT COPPER	Type K Soft Copper (LF) DOMESTIC ONLY					1	6.25	6.25		
A002	1" SOFT COPPER	Type K Soft Copper (LF) DOMESTIC ONLY					625	7.50	4,687.50		
A003	1 1/2" HARD COPPER	Type L Hard Copper (LF)					1	9.25	9.25		
A004	2" HARD COPPER	Type L Hard Copper (LF)					50	14.75	737.50		
A005	3" Hard Copper	Type L Hard Copper (LF)					1	29.50	29.50		
A006	3/4" I.P. INLINE CURB STOP (LONG)	FORD BL11-233W-NL	OR	MUELLER B20245RN	AY McDonald 5132-154	50	41.50	2,075.00			
A007	3/4" I.P. INLINE CURB STOP (REGULAR)	FORD BH11-233W-NL	OR	MUELLER B20200RN	AY McDonald 5149-403	6	42.50	255.00			
A008	3/4" I.P. ANGLE CURB STOP W/ SWIVEL NUT	FORD KV13-332W-NL	OR	MUELLER H14265N	AY McDonald 5124-147	56	36.25	2,030.00			
A009	3/4" BRASS I.P. STREET 90	DOMESTIC					1	21.75	21.75		
A010	3/4" BRASS I.P. FEMALE X FEMALE 90	DOMESTIC					1	11.50	11.50		
A011	3/4" CLOSE BRASS NIPPLE	DOMESTIC					6	3.25	19.50		
A012	3/4" BRASS I.P. COUPLING	DOMESTIC					6	14.00	84.00		
A013	1" I.P. INLINE CURB STOP	FORD B11-444W-NL	OR	MUELLER B20200N	AY McDonald 5139-113	1	95.00	95.00			
A014	1" I.P. ANGLE CURB STOP W/ SWIVEL NUT	FORD KV13-444W-NL	OR	MUELLER H14265N	AY McDonald 5124-148	1	55.50	55.50			
A015	1" X 3/4" I.P. ANGLE CURB STOP W/ SWIVEL NUT	FORD KV13-342W-NL	OR	MUELLER H14265N	AY McDonald 5133-329	1	38.60	38.60			
A016	1" BRASS I.P. STREET 90	DOMESTIC					23	26.00	598.00		
A017	1" BRASS I.P. FEMALE X FEMALE 90	DOMESTIC					1	19.00	19.00		
A018	1" BRASS CLOSE NIPPLE	DOMESTIC					6	8.00	48.00		
A019	1" BRASS I.P. COUPLING	DOMESTIC					1	23.75	23.75		
A020	2" X 6" BRASS NIPPLE	DOMESTIC					3	38.00	114.00		
A021	1" X 3/4" BRASS HEX BUSHING	FORD C18-34-NL	OR	MUELLER 47165N		OR	DOMESTIC	6	14.50	87.00	
A022	1" CC X 3/4" BRASS HEX BUSHING	FORD BBAA-43-NL	OR	MUELLER H10036N		OR	DOMESTIC	AY McDonald 5132-406	1	38.50	38.50
A023	1 1/2" X 3/4" BRASS HEX BUSHING	FORD C18-36-NL	OR	MUELLER 47168N		OR	DOMESTIC	6	25.75	154.50	
A024	2" X 3/4" BRASS HEX BUSHING	FORD C18-37-NL	OR	DOMESTIC			1	31.75	31.75		
A025	1 1/4" X 1" BRASS HEX BUSHING	FORD C18-54-NL	OR	DOMESTIC			6	18.25	109.50		
A026	1 1/2" X 1" BRASS HEX BUSHING	FORD C18-46-NL	OR	MUELLER 47169N		OR	DOMESTIC	6	25.75	154.50	
A027	2" X 1" BRASS HEX BUSHING	FORD C18-47-NL	OR	MUELLER 47164N		OR	DOMESTIC	6	31.75	190.50	
A028	2" X 1 1/2" BRASS HEX BUSHING	FORD C18-67-NL	OR	MUELLER 47172N		OR	DOMESTIC	16	32.75	524.00	
A029	1 1/2" CLOSE BRASS NIPPLE	DOMESTIC					5	10.25	51.25		
A030	1 1/2" BRASS I.P. COUPLING	DOMESTIC					1	40.00	40.00		
A031	2" CLOSE BRASS NIPPLE	DOMESTIC					13	14.50	188.50		
A032	2" BRASS I.P. COUPLING	DOMESTIC					3	62.25	186.75		
A033	1 1/2" BRASS STREET 90	DOMESTIC					1	66.50	66.50		
A034	1 1/2" BRASS FEMALE X FEMALE 90	DOMESTIC					1	37.75	37.75		
A035	2" BRASS STREET 90	DOMESTIC					3	88.50	265.50		
A036	2" BRASS FEMALE X FEMALE 90	DOMESTIC					1	64.50	64.50		
A037	2" I.P. X FLANGE ANGLE CURB STOP	FORD FV13-777W-NL	OR	MUELLER H14286N	AY McDonald 5131-494	1	202.25	202.25			
A038	3/4" METER SPUD	FORD C38-23-2.5-NL	OR	EQUAL WITH HEXAGON OUTSIDE			AY McDonald 5124-110	375	11.25	4,218.75	
A039	1" METER SPUD	FORD C38-44-2.625-NL	OR	EQUAL WITH HEXAGON OUTSIDE			AY McDonald 5124-111	125	17.50	2,187.50	
A040	1" X 3/4" METER ADAPTER (LONG) – (SOLD IN PAIRS)	A24-NL				AY McDonald 5137-285	1	30.25	30.25		
A041	1" X 3/4" METER COUPLING BUSHING	FORD BBIM-34-NL	OR	MUELLER H10889-99000N		OR	DOMESTIC	AY McDonald 5137-099	1	22.00	22.00
A042	1 1/2" METER FLANGE	FORD CF31-66-NL	OR	MUELLER		OR	DOMESTIC	AY McDonald 5133-124	1	51.00	51.00
A043	2" METER FLANGE SLOTTED FOR 2" & 1 1/2"	FORD CF31-77-NL	OR	MUELLER		OR	DOMESTIC	AY McDonald 5133-125	13	66.00	858.00
A044	7" METER RISER for 5/8" x 3/4"	FORD V42-7W-NL	OR	MUELLER H14118N		OR	DOMESTIC	AY McDonald 5156-449	1	100.00	100.00
A045	12" METER RISER for 5/8" x 3/4"	FORD V42-12W-NL	OR	MUELLER H14118N		OR	DOMESTIC	AY McDonald 5157-322	1	112.00	112.00
A046	18" METER RISER for 5/8" x 3/4"	FORD V42-18W-NL	OR	MUELLER EQUIVALENT		OR	DOMESTIC	AY McDonald 5157-269	1	122.00	122.00
A047	24" METER RISER for 5/8" x 3/4"	FORD V42-24W-NL	OR	MUELLER EQUIVALENT		OR	DOMESTIC	AY McDonald 718-224LX	1	141.00	141.00
A048	12" METER RISER for 1"	FORD V44-12W-NL	OR	MUELLER EQUIVALENT		OR	DOMESTIC	AY McDonald 5156-463	1	209.00	209.00
A049	18" METER RISER for 1"	FORD V44-18W-NL	OR	MUELLER EQUIVALENT		OR	DOMESTIC	AY McDonald 5157-271	1	249.50	249.50
A050	24" METER RISER for 1"	FORD V44-24W-NL	OR	MUELLER EQUIVALENT		OR	DOMESTIC	AY McDonald 5158-352	1	271.25	271.25
A051	3/4" BRASS PLUG	DOMESTIC					1	11.25	11.25		
A052	3/4" BRASS CAP	DOMESTIC					1	7.25	7.25		
A053	1" BRASS PLUG	DOMESTIC					13	20.25	263.25		
A054	1" BRASS CAP	DOMESTIC					1	14.00	14.00		

A055	1 1/2" BRASS PLUG	DOMESTIC				1	40.75	40.75	
A056	1 1/2" BRASS CAP	DOMESTIC				1	30.50	30.50	
A057	2" BRASS PLUG	DOMESTIC				1	49.50	49.50	
A058	2" BRASS CAP	DOMESTIC				1	52.25	52.25	
A059	3/4" STAINLESS STEEL INSERT FOR POLY PIPE	FORD INSERT-51	OR	MUELLER 504281	OR	DOMESTIC AY McDonald 4130-759	1	2.10	2.10
A060	1" STAINLESS STEEL INSERT FOR POLY PIPE	FORD INSERT-52	OR	MUELLER 504385	OR	DOMESTIC AY McDonald 4130-760	125	2.50	312.50
A061	1 1/2" STAINLESS STEEL INSERT FOR POLY PIPE	FORD INSERT-54	OR	MUELLER 506139	OR	DOMESTIC AY McDonald 4130-762	1	3.25	3.25
A062	2" STAINLESS STEEL INSERT FOR POLY PIPE	FORD INSERT-55	OR	MUELLER 506141	OR	DOMESTIC AY McDonald 4130-763	1	3.25	3.25

BRASS LOW LEAD COMPRESSION									
COB ID	Description	Specification	OR	Specification	OR	Specification	Historical quantity / potential estimate for life of contract	COST	TOTAL
B001	3/4" GJ(CTS) INLINE BULLHEAD	FORD U48-33-6.5-G-NL	OR	MUELLER G15363N AY McDonald 5141-128			1	50.25	50.25
B002	3/4" GJ(CTS) ANGLE BULLHEAD	UA48-43-6.5-G-NL		AY McDonald 5127-013			13	64.50	838.50
B003	3/4" CORPORATION STOP	FORD F1000-3-G-NL	OR	MUELLER G15008N AY McDonald 5192-032			1	38.00	38.00
B004	3/4" GJ(CTS) IN-LINE CURB STOP W/ SWIVEL NUT	FORD B43-332W-G-NL	OR	MUELLER G24350N AY McDonald 5129-072			1	80.25	80.25
B005	3/4" GJ(CTS) IN-LINE CURB STOP	FORD B41-333W-G-NL	OR	MUELLER G25170N AY McDonald 5142-270			1	71.00	71.00
B006	3/4" GJ(CTS) ANGLE CURB STOP W/ SWIVEL NUT	FORD KV43-332W-G-NL	OR	MUELLER G14258N Ay McDonald 5192-061			19	46.50	883.50
B007	3/4" GJ(CTS) X MALE I.P.	FORD C84-33-G-NL	OR	MUELLER G15428N AY McDonald 5192-023			1	17.50	17.50
B008	3/4" GJ(CTS) X FEMALE I.P.	FORD C14-33-G-NL	OR	MUELLER G15451N AY McDonald 5192-023			1	18.50	18.50
B009	3/4" GJ(CTS) X MALE I.P. 90	FORD L84-33-G-NL	OR	MUELLER G15531N AY McDonald 5192-141			13	19.25	250.25
B010	3/4" GJ(CTS) X FEMALE I.P. 90	FORD L14-33-G-NL	OR	MUELLER G15533N AY McDonald 5192-138			6	24.75	148.50
B011	3/4" GJ(CTS) COUPLING	FORD C44-33-G-NL	OR	MUELLER G15403N AY McDonald 5192-024			1	21.25	21.25
B012	3/4" GJ(CTS) 90	FORD L44-33-G-NL	OR	MUELLER G15526N AY McDonald 5192-031			6	27.50	165.00
B013	3/4" PJ(PVC) X MALE I.P.	FORD C87-33-NL	OR	MUELLER E15429N AY McDonald 5142-170			1	23.25	23.25
B014	3/4" PJ(PVC) X FEMALE I.P.	FORD C17-33-NL	OR	MUELLER E15454N AY McDonald 5142-172			1	23.25	23.25
B015	3/4" PJ(PVC) X MALE I.P. 90	FORD L87-33-NL	OR	MUELLER AY McDonald 5142-179			13	25.75	334.75
B016	3/4" PJ(PVC) X FEMALE I.P. 90	FORD L17-33-NL	OR	MUELLER AY McDonald 5142-469			13	36.25	471.25
B017	3/4" PJ(PVC) COUPLING	FORD C77-33-NL	OR	MUELLER E15443N AY McDonald 5142-174			1	31.00	31.00
B018	3/4" PJ(PVC) 90	FORD L77-33-NL	OR	MUELLER AY McDonald 5120-166			13	36.50	474.50
B019	1" GJ(CTS) INLINE BULLHEAD	FORD U48-43-6.5-G-NL	OR	MUELLER G15363N AY McDonald 5192-071			3	50.50	151.50
B020	1" GJ(CTS) ANGLE BULLHEAD	FORD UA41-43-65-NL	OR	MUELLER AY McDonald 708TGF			3	60.00	180.00
B021	1" CORPORATION STOP	FORD F1000-4-G-NL	OR	MUELLER G15008N AY McDonald 5192-043			15	57.50	862.50
B022	1" GJ(CTS) INLINE CURB STOP W/ SWIVEL NUT	FORD B43-444W-G-NL	OR	MUELLER G24350N AY McDonald 5192-145			1	118.50	118.50
B023	1" GJ(CTS) INLINE CURB STOP	FORD B41-444W-G-NL	OR	MUELLER G25170N AY McDonald 5192-036			5	106.25	531.25
B024	1" GJ(CTS) ANGLE CURB STOP W/ SWIVEL NUT	FORD KV43-444W-G-NL	OR	MUELLER G14258N Ay McDonald 5192-042			25	63.25	1,581.25
B025	1" X 3/4" GJ(CTS) ANGLE CURB STOP W/ SWIVEL NUT	FORD KV43-342W-G-NL	OR	MUELLER G14258N AY McDonald 5192-056			3	51.25	153.75
B026	1" GJ(CTS) X MALE I.P.	FORD C84-44-G-NL	OR	MUELLER G15428N AY McDonald 5192-002			1	20.75	20.75
B027	1" GJ(CTS) X FEMALE I.P.	FORD C14-44-G-NL	OR	MUELLER G15451N AY McDonald 5192-003			6	24.75	148.50
B028	1" X 3/4" GJ(CTS) X MALE I.P.	FORD C84-34-G-NL	OR	MUELLER G15428N AY McDonald 5192-025			1	19.25	19.25
B029	1" X 3/4" GJ(CTS) X FEMALE I.P.	FORD C14-34-G-NL	OR	MUELLER G15451N AY McDonald 5192-058			1	21.50	21.50
B030	1" GJ(CTS) X MALE I.P. 90	FORD L84-44-G-NL	OR	MUELLER G15531N AY McDonald 5192-041			1	31.75	31.75
B031	1" GJ(CTS) X FEMALE I.P. 90	FORD L14-44-G-NL	OR	MUELLER G15533N AY McDonald 5192-039			1	40.25	40.25
B032	1" X 3/4" GJ(CTS) X MALE I.P. 90	FORD L84-34-G-NL	OR	MUELLER G15531N AY McDonald 5192-337			1	25.75	25.75
B033	1" GJ(CTS) COUPLING	FORD C44-44-G-NL	OR	MUELLER G15403N AY McDonald 5192-004			19	24.25	460.75
B034	1" GJ(CTS) 90	FORD L44-44-G-NL	OR	MUELLER G15526N AY McDonald 5192-038			5	35.25	176.25
B035	1" X 3/4" GJ(CTS) COUPLING	FORD C44-34-G-NL	OR	MUELLER G15403N AY McDonald 5192-028			1	24.75	24.75
B036	1" PJ(PVC) X MALE I.P.	FORD C87-44-NL	OR	MUELLER V15440N Ay McDonald 5142-171			13	36.00	468.00
B037	1" PJ(PVC) X FEMALE I.P.	FORD C17-44-NL	OR	MUELLER V15442N AY McDonald 5142-173			13	35.50	461.50
B038	1" X 3/4" PJ(PVC) X MALE I.P.	FORD C87-34-NL	OR	MUELLER V15440N Ay McDonald 5132-230			1	34.50	34.50
B039	1" X 3/4" PJ(PVC) X FEMALE I.P.	FORD C17-34-NL	OR	MUELLER V15442N AY McDonald 5121-040			6	36.25	217.50
B040	1" PJ(PVC) X MALE I.P. 90	FORD L87-44-NL	OR	MUELLER AY McDonald 5142-180			13	41.75	542.75
B041	1" PJ(PVC) X FEMALE I.P. 90	FORD L17-44-NL	OR	MUELLER AY McDonald 5183-183			13	37.00	481.00
B042	1" X 3/4" PJ(PVC) X MALE I.P. 90	FORD L87-34-NL	OR	MUELLER - No Bid			6	0.00	0.00
B043	1" PJ(PVC) COUPLING	FORD C77-44-NL	OR	MUELLER V15441N AY McDonald 5142-175			6	53.00	318.00
B044	1" PJ(PVC) 90	FORD L77-44-NL	OR	MUELLER AY McDonald 5131-210			13	64.75	841.75
B045	1" X 3/4" PJ(PVC) COUPLING	FORD C77-34-NL	OR	MUELLER V15441N AY McDonald 5130-005			6	42.25	253.50

B046	1 1/2" GJ(CTS) 90	FORD L44-66-G-NL	OR	MUELLER G15526N AY McDonald 5192-068	1	113.00	113.00
B047	1 1/2" PJ(PVC) 90	FORD L77-66-NL	OR	MUELLER AY McDonald 5132-204	1	148.00	148.00
B048	1 1/2" GJ(CTS) COUPLING	FORD C44-66-G-NL	OR	MUELLER G15403N AY McDonald 5192-012	1	81.25	81.25
B049	1 1/2" PJ(PVC) COUPLING	FORD C77-66-NL	OR	MUELLER V15441N AY McDonald 5132-203	1	102.75	102.75
B050	1 1/2" GJ(CTS) X MALE I.P.	FORD C84-66-G-NL	OR	MUELLER G15428N AY McDonald 5192-010	1	56.75	56.75
B051	1 1/2" GJ(CTS) X FEMALE I.P.	FORD C14-66-G-NL	OR	MUELLER G15451N AY McDonald 5192-011	1	72.50	72.50
B052	1 1/2" PJ(PVC) X MALE I.P.	FORD C87-66-NL	OR	MUELLER V15440N AY McDonald 5132-201	1	71.00	71.00
B053	1 1/2" PJ(PVC) X FEMALE I.P.	FORD C17-66-NL	OR	MUELLER V15442N AY McDonald 5132-202	1	80.50	80.50
B054	1 1/2" GJ(CTS) X FLANGE ANGLE CURB STOP	FORD FV43-666W-G-NL	OR	MUELLER G14277N AY McDonald 5192-180	1	215.75	215.75
B055	1 1/2" GJ(CTS) X FEMALE INLINE CURB STOP	FORD B41-666W-G-NL	OR	MUELLER G25170N AY McDonald 5192-187	1	228.75	228.75
B056	2" GJ(CTS) COUPLING	FORD C44-77-G-NL	OR	MUELLER AY McDonald 5192-008	1	109.75	109.75
B057	2" GJ(CTS) 90	FORD L44-77-G-NL	OR	MUELLER G15526N AY McDonald 5192-046	4	228.75	915.00
B058	2" PJ(PVC) 90	FORD L77-77-NL	OR	MUELLER AY McDonald 5132-194	1	247.75	247.75
B059	2" GJ(CTS) X MALE I.P.	FORD C84-77-G-NL	OR	MUELLER G15428N AY McDonald 5192-006	4	82.25	329.00
B060	2" GJ(CTS) X FEMALE I.P.	FORD C14-77-G-NL	OR	MUELLER G15451N AY McDonald 5192-007	4	86.00	344.00
B061	2" PJ(PVC) X FLANGE ANGLE CURB STOP	FORD FV73-777W-NL	OR	MUELLER AY McDonald 5149-226	1	464.25	464.25
B062	2" PJ(PVC) COUPLING	FORD C77-77-NL	OR	MUELLER AY McDonald 5132-193	3	155.25	465.75
B063	2" PJ(PVC) X MALE I.P.	FORD C87-77-NL	OR	MUELLER V15440N AY McDonald 5132-191	4	102.75	411.00
B064	2" PJ(PVC) X FEMALE I.P.	FORD C17-77-NL	OR	MUELLER V15442N AY McDonald 5132-192	3	118.25	354.75
B065	2" GJ(CTS) X FLANGE ANGLE CURB STOP	FORD FV43-777W-G-NL	OR	MUELLER G14277N AY McDonald 5192-181	3	275.75	827.25
B066	2" PJ(PVC) X FLANGE ANGLE CURB STOP	FORD FV73-777W-NL	OR	MUELLER AY McDonald 5149-226	1	464.25	464.25

DRESSER COUPLINGS							
COB ID	Description	Specifications		Specifications	Historical quantity / potential estimate for life of contract	COST	TOTAL
C001	3/4" TWO BOLT BLUE DRESSER COUPLING	HYMAX		411 series	1	28.25	28.25
C002	1" TWO BOLT BLUE DRESSING COUPLING	HYMAX		411 series	1	29.25	29.25
C003	2" TWO BOLT BLUE DRESSING COUPLING	HYMAX		411 series	1	41.25	41.25
C004	2" HYMAX DRESSER COUPLING	HYMAX		Smith Blair Top Bolt 421 Series	9	97.50	877.50
C005	3" HYMAX DRESSER COUPLING	HYMAX		Smith Blair Top Bolt 421 Series	1	128.75	128.75
C006	4" HYMAX DRESSER COUPLING	HYMAX		Smith Blair Top Bolt 421 Series	1	161.50	161.50
C007	6" HYMAX DRESSER COUPLING	HYMAX		Smith Blair Top Bolt 421 Series	3	213.25	639.75
C008	8" HYMAX DRESSER COUPLING	HYMAX		Smith Blair Top Bolt 421 Series	1	241.50	241.50
C009	8" FOUR BOLT CAST IRON COUPLING	HYMAX		461 Series	1	190.75	190.75
C010	10" HYMAX DRESSER COUPLING	HYMAX		Smith Blair Top Bolt 421 Series	1	307.50	307.50
C011	10" SIX BOLT CAST IRON DRESSER COUPLING	HYMAX		461 Series	1	314.12	314.12
C012	12" HYMAX DRESSER COUPLING	HYMAX		Smith Blair Top Bolt 421 Series	1	375.50	375.50
C013	12" SIX BOLT CAST IRON DRESSER COUPLING	HYMAX		461 Series	1	400.00	400.00
C014	4" MEGA LUGS FOR D.I. PIPE	MEGA LUGS - Star Pipe Products			1	26.75	26.75
C015	4" MEGA LUGS WITH BOLT & GASKET SET FOR PVC	MEGA LUGS - Star Pipe Products	AND	INCLUDES BOLT AND GASKET SET	1	46.25	46.25
C016	6" MEGA LUGS FOR D.I. PIPE	MEGA LUGS - Star Pipe Products			1	31.50	31.50
C017	6" MEGA LUGS WITH BOLT & GASKET SET FOR PVC	MEGA LUGS - Star Pipe Products	AND	INCLUDES BOLT AND GASKET SET	3	58.00	174.00
C018	8" MEGA LUGS FOR D.I. PIPE	MEGA LUGS - Star Pipe Products			1	47.25	47.25
C019	8" MEGA LUGS WITH BOLT & GASKET SET FOR PVC	MEGA LUGS - Star Pipe Products	AND	INCLUDES BOLT AND GASKET SET	3	78.25	234.75
C020	10" MEGA LUGS FOR D.I. PIPE	MEGA LUGS - Star Pipe Products			1	70.25	70.25
C021	10" MEGA LUGS WITH BOLT & GASKET SET FOR PVC	MEGA LUGS - Star Pipe Products	AND	INCLUDES BOLT AND GASKET SET	1	135.25	135.25
C022	12" MEGA LUGS FOR D.I. PIPE	MEGA LUGS - Star Pipe Products			1	102.50	102.50
C023	12" MEGA LUGS WITH BOLT & GASKET SET FOR PVC	MEGA LUGS - Star Pipe Products	AND	INCLUDES BOLT AND GASKET SET	3	142.25	426.75
C024	16" MEGA LUGS FOR D.I. PIPE	MEGA LUGS - Star Pipe Products			1	183.50	183.50
C025	16" MEGA LUGS WITH BOLT & GASKET SET FOR PVC	MEGA LUGS - Star Pipe Products	AND	INCLUDES BOLT AND GASKET SET	1	295.25	295.25
C026	3" MEGA LUGS FOR D.I. PIPE	MEGA LUGS - Star Pipe Products			1	24.25	24.25
C027	3" MEGA LUGS WITH BOLT & GASKET SET FOR PVC	MEGA LUGS - Star Pipe Products	AND	INCLUDES BOLT AND GASKET SET	1	43.25	43.25
C028	4" MEGA LUGS FOR PVC	MEGA LUGS - Star Pipe Products			1	32.50	32.50
C029	6" MEGA LUGS FOR PVC	MEGA LUGS - Star Pipe Products			1	41.25	41.25
C030	8" MEGA LUGS FOR PVC	MEGA LUGS - Star Pipe Products			1	58.75	58.75
C031	10" MEGA LUGS FOR PVC	MEGA LUGS - Star Pipe Products			1	110.25	110.25



C032	12" MEGA LUGS FOR PVC	MEGA LUGS - <i>Star Pipe Products</i>		1	118.25	118.25
C033	16" MEGA LUGS FOR PVC	MEGA LUGS - <i>Star Pipe Products</i>		1	266.75	266.75

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LEAK CLAMPS						
COB ID	Description	Specifications	Specifications	Historical quantity / potential estimate for life of contract	COST	TOTAL
D001	2" X 12" FULL CIRCLE CLAMP	SMITH BLAIR	226	1	96.00	96.00
D002	4" X 12" FULL CIRCLE CLAMP	SMITH BLAIR	226	8	119.75	958.00
D003	6" X 12" FULL CIRCLE CLAMP	SMITH BLAIR	226	10	138.00	1,380.00
D004	6" X 12" FULL CIRCLE CLAMP W/ 1" CC TAP	SMITH BLAIR	226	4	172.75	691.00
D005	6" X 18" FULL CIRCLE CLAMP	SMITH BLAIR	226 - quoting 6x20"	3	232.25	696.75
D006	6" X 24" FULL CIRCLE CLAMP	SMITH BLAIR	226 - Quoting 6x25"	3	283.25	849.75
D007	8" X 12" FULL CIRCLE CLAMP	SMITH BLAIR	226	9	165.25	1,487.25
D008	8" X 12" FULL CIRCLE CLAMP W/ 1" CC TAP	SMITH BLAIR	226	1	200.00	200.00
D009	8" X 16" FULL CIRCLE CLAMP	SMITH BLAIR	226 - Quoting 8x15"	1	197.00	197.00
D010	8" X 24" FULL CIRCLE CLAMP	SMITH BLAIR	226 - Quoting 8x25"	1	326.00	326.00
D011	10" X 12" FULL CIRCLE CLAMP	SMITH BLAIR	226	1	195.00	195.00
D012	10" X 12" FULL CIRCLE CLAMP W/ 1" CC TAP	SMITH BLAIR	226	1	225.00	225.00
D013	12" X 12" FULL CIRCLE CLAMP	SMITH BLAIR	226	1	228.00	228.00
D014	12" X 12" FULL CIRCLE CLAMP W/ 1" CC TAP	SMITH BLAIR	226	1	262.75	262.75

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TAPPING SADDLES						
COB ID	Description	Specifications	Specifications	Historical quantity / potential estimate for life of contract	COST	TOTAL
E001	2" X 3/4" CC THREAD	SMITH BLAIR	317 Series	1	65.00	65.00
E002	4" X 3/4" CC THREAD	SMITH BLAIR	317 Series	1	62.50	62.50
E003	6" X 3/4" CC THREAD	SMITH BLAIR	317 Series	1	71.75	71.75
E004	8" X 3/4" CC THREAD	SMITH BLAIR	317 Series	1	84.75	84.75
E005	10" X 3/4" CC THREAD	SMITH BLAIR	317 Series	1	100.75	100.75
E006	12" X 3/4" CC THREAD	SMITH BLAIR	317 Series	1	117.25	117.25
E007	2" X 1" CC THREAD	SMITH BLAIR	317 Series	8	65.00	520.00
E008	4" X 1" CC THREAD	SMITH BLAIR	317 Series	1	62.50	62.50
E009	6" X 1" CC THREAD	SMITH BLAIR	317 Series	1	71.75	71.75
E010	8" X 1" CC THREAD	SMITH BLAIR	317 Series	1	84.75	84.75
E011	10" X 1" CC THREAD	SMITH BLAIR	317 Series	1	100.75	100.75
E012	12" X 1" CC THREAD	SMITH BLAIR	317 Series	1	117.25	117.25
E013	4" X 2" I.P. THREAD	SMITH BLAIR	317 Series	1	75.25	75.25
E014	6" X 2" I.P. THREAD	SMITH BLAIR	317 Series	1	86.00	86.00
E015	8" X 2" I.P. THREAD	SMITH BLAIR	317 Series	6	100.25	601.50
E016	10" X 2" I.P. THREAD	SMITH BLAIR	317 Series	1	117.00	117.00
E017	12" X 2" I.P. THREAD	SMITH BLAIR	317 Series	1	134.50	134.50

SEWER FITTINGS & COUPLINGS						
COB ID	Description	Specifications	Specifications	Historical quantity / potential estimate for life of contract	COST	TOTAL
F001	3" GEM CAP	NO SPECIFICATIONS		1	6.50	6.50
F002	3" PVC/CAST IRON X PVC/CAST IRON	NO SPECIFICATIONS		13	4.25	55.25
F003	4" GEM CAP	NO SPECIFICATIONS		1	7.50	7.50
F004	4" PVC/CAST IRON X CLAY	NO SPECIFICATIONS		1	5.25	5.25
F005	4" PVC/CAST IRON X CONCRETE	NO SPECIFICATIONS		3	5.50	16.50
F006	4" PVC/CAST IRON X PVC/CAST IRON	NO SPECIFICATIONS		25	5.25	131.25
F007	6" PVC/CAST IRON X CLAY	NO SPECIFICATIONS		3	10.50	31.50
F008	6" PVC/CAST IRON X CONCRETE	NO SPECIFICATIONS		6	11.75	70.50
F009	6" PVC/CAST IRON X PVC/CAST IRON	NO SPECIFICATIONS		13	10.50	136.50
F010	8" PVC/CAST IRON X CLAY	NO SPECIFICATIONS		1	16.50	16.50
F011	8" PVC/CAST IRON X CONCRETE	NO SPECIFICATIONS		3	17.75	53.25
F012	8" PVC/CAST IRON X PVC/CAST IRON	NO SPECIFICATIONS		3	16.50	49.50
F013	10" PVC/CAST IRON X CLAY	NO SPECIFICATIONS		1	24.50	24.50
F014	10" PVC/CAST IRON X CONCRETE	NO SPECIFICATIONS		1	24.50	24.50
F015	10" PVC/CAST IRON X PVC/CAST IRON	NO SPECIFICATIONS		1	24.50	24.50
F016	12" PVC/CAST IRON X CLAY	NO SPECIFICATIONS		1	28.50	28.50



F017	12" PVC/CAST IRON X CONCRETE	NO SPECIFICATIONS			1	28.50	28.50
F018	12" PVC/CAST IRON X PVC/CAST IRON	NO SPECIFICATIONS			1	28.50	28.50
F019	15" PVC/CAST IRON X CLAY	NO SPECIFICATIONS			1	45.25	45.25
F020	15" PVC/CAST IRON X CONCRETE	NO SPECIFICATIONS			1	62.50	62.50
F021	15" PVC/CAST IRON X PVC/CAST IRON	NO SPECIFICATIONS			1	45.25	45.25
F022	4" SEWER SADDLE	FERNCO TST-4 OR EQUIVALENT			23	45.50	1,046.50
F023	6" WYE SEWER	NO SPECIFICATIONS		SDR35	1	48.50	48.50
F024	6" 45 GASKETED ELBOW SEWER	NO SPECIFICATIONS		SDR35	1	24.50	24.50
F025	8" 90 GASKETED ELBOW SEWER	NO SPECIFICATIONS		SDR35	1	77.00	77.00
F026	3" x 4" PVC/CAST IRON X PVC/CAST IRON				32	5.50	176.00

YARD									
COB ID	Description	Specifications			Specifications	Historical quantity / potential estimate for life of contract		COST	TOTAL
G001	PVC PIPE 2" X 20' BELLED SCH-40 (LF)	NO SPECIFICATIONS				75		2.00	150.00
G002	PVC PIPE 3" SCH-40 (LF)	NO SPECIFICATIONS				50		3.25	162.50
G003	4" X 20' PVC PIPE C-900 (LF)	NO SPECIFICATIONS			DR18	275		6.05	1,663.75
G004	6" X 20' PVC PIPE C-900 (LF)	NO SPECIFICATIONS			DR18	150		12.35	1,852.50
G005	8" X 20' PVC PIPE C-900 (LF)	NO SPECIFICATIONS			DR18	150		21.15	3,172.50
G006	10" X 20' PVC PIPE C-900 (LF)	NO SPECIFICATIONS			DR18	1		31.75	31.75
G007	12" X 20' PVC PIPE C-900 (LF)	NO SPECIFICATIONS			DR18	1		44.75	44.75
G008	16" X 20' PVC PIPE C-900 (LF)	NO SPECIFICATIONS			DR18	1		75.00	75.00
G009	4" X 14' SDR-35 (LF)	NO SPECIFICATIONS				245		2.40	588.00
G010	6" X 14' SDR-35 (LF)	NO SPECIFICATIONS				245		7.35	1,800.75
G011	8" X 14' SDR-35 (LF)	NO SPECIFICATIONS				35		13.25	463.75
G012	10" X 14' SDR-35 (LF)	NO SPECIFICATIONS				1		20.75	20.75
G013	12" X 14' SDR-35 (LF)	NO SPECIFICATIONS				1		29.75	29.75
G014	15" X 14' SDR-35 (LF)	NO SPECIFICATIONS				1		44.75	44.75
G015	24" MANHOLE RING AND LID w/ CITY OF BURLESON LOGO	W/ CITY OF BURLESON LOGO AND "DIPPED"	AND	BASS & HAYS	OR EXACT SIZE EQUIVALENT DOMESTIC	6		560.00	3,360.00
G016	24" MANHOLE LID ONLY w/ CITY OF BURLESON LOGO	W/ CITY OF BURLESON LOGO AND "DIPPED"	AND	BASS & HAYS	OR EXACT SIZE EQUIVALENT DOMESTIC	6		265.00	1,590.00
G017	30" MANHOLE RING AND LID w/ CITY OF BURLESON LOGO	W/ CITY OF BURLESON LOGO AND "DIPPED"	AND	BASS & HAYS	OR EXACT SIZE EQUIVALENT DOMESTIC	1		645.00	645.00
G018	30" MANHOLE LID ONLY w/ CITY OF BURLESON LOGO	W/ CITY OF BURLESON LOGO AND "DIPPED"	AND	BASS & HAYS	OR EXACT SIZE EQUIVALENT DOMESTIC	1		31.00	31.00
G019	24" MANHOLE LID ONLY	STAR SIP #5900 (300-24 equal)			OR EXACT SIZE EQUIVALENT IMPORT	6		170.00	1,020.00
G020	30" MANHOLE LID ONLY	IMPORT				6			0.00
G021	2 1/2" Metal MANHOLE RISER Ring	NO SPECIFICATIONS				1		610.00	610.00
G022	24" X 2" CONCRETE MANHOLE RISER RING	NO SPECIFICATIONS				3		27.00	81.00
G023	24" x 3" CONCRETE MANHOLE RISER RING	NO SPECIFICATIONS				3		34.00	102.00
G024	24" X 4" CONCRETE MANHOLE RISER RING	NO SPECIFICATIONS				3		36.50	109.50
G025	30" X 2" CONCRETE MANHOLE RISER RING	NO SPECIFICATIONS				3		34.25	102.75
G026	30" X 3" CONCRETE MANHOLE RISER RING	NO SPECIFICATIONS				3		41.50	124.50
G027	30" X 4" CONCRETE MANHOLE RISER RING	NO SPECIFICATIONS				3		49.25	147.75
G028	36" OD X 24" ID X 3/4" CRETEX PRO RING RISER	CRETEX PRO RING SP-C3624F075				3		42.00	126.00
G029	36" OD X 24" ID X 1" CRETEX PRO RING RISER	CRETEX PRO RING C3624F100				3		46.50	139.50
G030	36" OD X 24" ID X 1.25" CRETEX PRO RING RISER	CRETEX PRO RING C3624F125				3		53.25	159.75
G031	36" OD X 24" ID X 1.50" CRETEX PRO RING RISER	CRETEX PRO RING C3624F150				3		60.25	180.75
G032	36" OD X 24" ID X 1.75" CRETEX PRO RING RISER	CRETEX PRO RING C3624F175				3		64.75	194.25
G033	36" OD X 24" ID X 2" CRETEX PRO RING RISER	CRETEX PRO RING C3624F200				3		73.75	221.25
G034	36" OD X 24" ID X 2.25 CRETEX PRO RING RISER	CRETEX PRO RING SP-C3624F225				3		80.50	241.50
G035	36" OD X 24" ID X 2.50 CRETEX PRO RING RISER	CRETEX PRO RING SP-C3624F250				3		86.25	258.75
G036	36" OD X 24" ID X 4" CRETEX PRO RING RISER	CRETEX PRO RING SP-C3624G400F				8		127.25	1,018.00
G037	36" OD X 24" ID X 6" CRETEX PRO RING RISER	CRETEX PRO RING SP-C3624G600F				10		176.00	1,760.00
G038	M-1 ADHESIVE 28OZ CARTRIDGE	SP-CM1ADHESIVE				1		200.00	200.00
G039	255 CAULK DISPENSER GUN	SP-C22CAULKGUN				1		40.00	40.00
G040	SHORTY STACK AND LID	NO SPECIFICATIONS				13		116.00	1,508.00

G041	SHORTY STACK (LID ONLY)	NO SPECIFICATIONS			8	33.00	264.00
G042	VALVE BOX LID ONLY	NO SPECIFICATIONS			6	36.00	216.00
G043	1" VALVE BOX LID RISER	NO SPECIFICATIONS			1	31.00	31.00
G044	2" VALVE BOX LID RISER	NO SPECIFICATIONS			1	43.00	43.00
G045	4" VALVE BOX LID RISER	NO SPECIFICATIONS			1	63.00	63.00
G046	VALVE BOX EXTENSION W/ LID SHORT (18"-24")	NO SPECIFICATIONS			4	146.00	584.00
G047	VALVE BOX TOP SECTION ONLY (18"-24")	NO SPECIFICATIONS			4	70.00	280.00
G048	VALVE BOX BOTTOM SECTION ONLY (18"-24")	NO SPECIFICATIONS			4	86.00	344.00
G049	VALVE BOX EXTENSION W/ LID LONG (24"-36")	NO SPECIFICATIONS			4	250.00	1,000.00
G050	VALVE BOX TOP SECTION ONLY (24"-36")	NO SPECIFICATIONS			4	92.00	368.00
G051	VALVE BOX BOTTOM SECTION ONLY (24"-36")	NO SPECIFICATIONS			4	112.00	448.00
G052	6" X 12" MJ CAST IRON SLEEVE/COUPLING	NO SPECIFICATIONS		C153 no accessories	4	101.00	404.00
G053	8" X 12" MJ CAST IRON SLEEVE/COUPLING	NO SPECIFICATIONS		C153 no accessories	4	163.25	653.00
G054	10" X 12" MJ CAST IRON SLEEVE/COUPLING	NO SPECIFICATIONS		C153 no accessories	3	195.25	585.75
G055	12" X 12" MJ CAST IRON SLEEVE/COUPLING	NO SPECIFICATIONS		C153 no accessories	3	262.50	787.50
G056	6" MJ CAST IRON TEE	NO SPECIFICATIONS		C153 no accessories	1	160.50	160.50
G057	8" MJ CAST IRON TEE	NO SPECIFICATIONS		C153 no accessories	1	240.25	240.25
G058	6" MJ CAST IRON CAPS	NO SPECIFICATIONS		C153 no accessories	1	45.50	45.50
G059	8" MJ CAST IRON CAPS	NO SPECIFICATIONS		C153 no accessories	1	74.50	74.50

VALVE & HYDRANT MUELLER OR APPROVED EQUAL WITH R.W. GATE VALVE, EPOXY COATED									
COB ID	Description		Specifications			Historical quantity / potential estimate for life of contract	COST	TOTAL	
H001	2" I.P. X I.P. HANDWHEEL VALVE ( DOMESTIC)			East Jordan		3	385.00	1,155.00	
H002	2" I.P. X I.P. SQUARE NUT VALVE (DOMESTIC)			East Jordan		3	385.00	1,155.00	
H003	2" I.P. X FLANGE SQUARE NUT VALVE (DOMESTIC)		** No Bid **	East Jordan		1	0.00	0.00	
H004	2" FLANGE X FLANGE SQUARE NUT VALVE (DOMESTIC)			East Jordan		1	395.00	395.00	
H005	4" MJ X MJ SQUARE NUT VALVE (DOMESTIC)			East Jordan		1	640.00	640.00	
H006	4" MJ X FLANGE SQUARE NUT VALVE (DOMESTIC)			East Jordan		1	640.00	640.00	
H007	4" FLANGE X FLANGE SQUARE NUT VALVE (DOMESTIC)			East Jordan		1	640.00	640.00	
H008	6" MJ X MJ SQUARE NUT VALVE (DOMESTIC)			East Jordan		1	800.00	800.00	
H009	6" MJ X FLANGE SQUARE NUT VALVE (DOMESTIC)			East Jordan		1	800.00	800.00	
H010	6" FLANGE X FLANGE SQUARE NUT VALVE (DOMESTIC)			East Jordan		1	840.00	840.00	
H011	8" MJ X MJ SQUARE NUT VALVE (DOMESTIC)			East Jordan		1	1,285.00	1,285.00	
H012	8" MJ X FLANGE SQUARE NUT VALVE (DOMESTIC)			East Jordan		3	1,285.00	3,855.00	
H013	8" FLANGE X FLANGE SQUARE NUT VALVE (DOMESTIC)			East Jordan		1	1,320.00	1,320.00	
H014	4" BURIED HYDRANT - SILVER IN COLOR	CLOW MEDALLION	OR	MUELLER SUPER CENTURION	OR	EJ WaterMaster 5CD250	3	2,700.00	8,100.00
H015	5" BURIED HYDRANT - SILVER IN COLOR	CLOW MEDALLION	OR	MUELLER SUPER CENTURION	OR	EJ WaterMaster 5CD250	3	2,800.00	8,400.00
H016	2" FLANGE ACCESSORY KIT					1	10.00	10.00	
H017	3" FLANGE ACCESSORY KIT					1	10.00	10.00	
H018	4" FLANGE ACCESSORY KIT					1	11.00	11.00	
H019	6" FLANGE ACCESSORY KIT					1	15.00	15.00	
H020	8" FLANGE ACCESSORY KIT					1	18.00	18.00	
H021	10" FLANGE ACCESSORY KIT					1	35.00	35.00	
H022	12" FLANGE ACCESSORY KIT					1	38.00	38.00	

METER BOXES									
COB ID	Description		Specifications			Historical quantity / potential estimate for life of contract	COST	TOTAL	
I001	DOUBLE METER BOX		ALLIANCE D16-AMR-DU-SB			138	42.00	5,796.00	
I002	DOUBLE METER BOX LID ONLY		ALLIANCE D16-AMR-DU-SB (LID ONLY)			100	8.00	800.00	
I003	BOLTDOWN MINI VAULT		ROTEC: D1730-18-BDSM *** NO BID ***			1	0.00	0.00	
I004	DOUBLE CONCRET METER BOX (BOX ONLY)		BHFI CMB18DUAL			3	90.00	270.00	
I005	DOUBLE CONCRETE METER BOX CAST IRON LID (LID ONLY)		BHFI CMBB18C			3	98.00	294.00	
I006	DOUBLE CONCRETE METER BOX CAST IRON LID WITH PREDRILLED HOLE FOR ONE EXTERNAL ANTENNA (LID ONLY)		** NO BID **			1	0.00	0.00	
I007	65H CONCRETE VAULT METER BOX (BOX ONLY)		BHFI CMB65B65			1	210.00	210.00	
I008	65T CONCRETE VAULT METER BOX CAST IRON LID (LID ONLY)		BHFI B65C			1	240.00	240.00	
I009	65T CONCRETE VAULT METER BOX CAST IRON LID WITH PREDRILLED HOLES FOR TWO EXTERNAL ANTENNAS (LID ONLY)		** NO BID **			1		0.00	
I010	38C COMPLETE DOUBLE PLASTIC METER BOX AND LID		DFW38C-14-1A			3	150.00	450.00	

I011	38C PLASTIC (LID ONLY)	DFW38C-1A-LID	1	52.00	52.00
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ROW CLEANOUT MISC						
COB ID	Description	Specifications		Historical quantity / potential estimate for life of contract	COST	TOTAL
J001	4" THREADED METAL PLUG	MUST BE ABLE TO BE FOUND WITH METAL DETECTOR		13	12.00	156.00
J002	NDS 6" ROUND BOX	208B		13	6.00	78.00
J003	NDS 6" ROUND OVERLAPPING COVER - SEWER	107CS		13	5.00	65.00
J004	NDS 6" ROUND BOX W/ OVERLAPPING COVER - SEWER	208BCS		13	8.00	104.00
J005	4" 45 DEGREE THIN WALL LONG SWEEP TEE WYE	THIN WALL	4" SDR35 TY	13	23.50	305.50
J006	4" GLUE ON HUB X FEMALE THREAD THIN WALL	THIN WALL	4 SDR35 HxFIP Adapt	13	6.00	78.00

FLUSH VALVE MISC						
COB ID	Description	Specifications		Historical quantity / potential estimate for life of contract	COST	TOTAL
K001	1" BACK FLOW PREVENTER	USC FCCCHR approved		13	195.00	2535.00
K002	1 1/2" HUNTER GLOBE VALVE	HUNTER ICV151G, 1-1/2" NPT, 200 PSI		13	200.00	2600.00
K003	HUNTER CONTROLLER	HUNTER SVC-100 w/ SOLENOID		13	200.00	2600.00
K004	3" X 2" BRASS TEE	Domestic		3	425.00	1275.00
K005	3" PVC THREADED PLUG	** No Bid - Not Made **		6	0.00	0.00
K006	3" SDR35 PVC MALE X GLUE	** No Bid - Not Made **		1	0.00	0.00
K007	3" SDR35 PVC PIPE	** No Bid - Not Made **		1	0.00	0.00
K008	3" SDR35 COUPLING	** No Bid - Not Made **		1	0.00	0.00
K009	4" NDS BOTTOM OUTLET			6	10.00	60.00
K010	NDS END CAP FOR BOTTOM OUTLET			19	10.00	190.00

END OF LIST

**City of Burleson**  
**Addendum to Vendor's Contract**  
**Additional Provisions**

Johnson County Winwater Co.

7636 S. I35 W, Alvarado, TX 76009

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. Limitation of Vendor's Contract Form. 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. Applicable Law; Venue. 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. Tax Exempt Status. 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. Entire Agreement. 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. Savings Clause. 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. Conflicts Of Interest. 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. Anti-Boycotting Provisions. 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. Vendor Certification Regarding Business With Certain Countries And Organizations. 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. Relationship of the Parties. 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. Survival. 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. Conflict. 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. Counterparts; PDF Signatures. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any pdf-format or other electronic transmission of any signature of a signatory shall be deemed an original and shall bind such signatory.

IN WITNESS WHEREOF, the parties have caused this Addendum to be duly executed, intending thereby to be legally bound.

City of Burleson, Texas:

Johnson County Winwater Co.

By: \_\_\_\_\_

By: Christopher Petty

Name: \_\_\_\_\_

Name: Christopher (CJ) Petty

Title: \_\_\_\_\_

Title: President

Date: \_\_\_\_\_

Date: 10-26-23

# PIPE AND APPURTENANCE

Section A - BRASS LOW LEAD NON COMPRESSION								Consolidated Pipe		Core & Main		Ferguson		Fortiline		Johnson County WinWater	
COB ID	Description	Specification	OR	Specification	OR	Specification	Historical quantity / potential estimate for life of contract	Cost Each	Total Cost	Cost Each	Total Cost	Cost Each	Total Cost	Cost Each	Total Cost	Cost Each	Total Cost
A001	3/4" SOFT COPPER	Type K Soft Copper (LF) DOMESTIC ONLY					1.00	\$ 7.00	\$ 7.00	\$ 7.51	\$ 7.51	\$ 6.22	\$ 6.22	\$ -	\$ -	\$ 6.25	\$ 6.25
A002	1" SOFT COPPER	Type K Soft Copper (LF) DOMESTIC ONLY					625.00	\$ 8.89	\$ 5,553.16	\$ 9.97	\$ 6,231.25	\$ 8.25	\$ 5,156.25	\$ -	\$ -	\$ 7.50	\$ 4,687.50
A003	1 1/2" HARD COPPER	Type L Hard Copper (LF)					1.00	\$ 14.48	\$ 14.48	\$ 11.77	\$ 11.77	\$ 9.64	\$ 9.64	\$ -	\$ -	\$ 9.25	\$ 9.25
A004	2" HARD COPPER	Type L Hard Copper (LF)					50.00	\$ 22.20	\$ 1,109.77	\$ 18.94	\$ 947.00	\$ 15.51	\$ 775.50	\$ -	\$ -	\$ 14.75	\$ 737.50
A005	3" Hard Copper	Type L Hard Copper (LF)					1.00	\$ 36.30	\$ 36.30	\$ 37.14	\$ 37.14	\$ 30.74	\$ 30.74	\$ -	\$ -	\$ 29.50	\$ 29.50
A006	3/4" I.P. IN-LINE CURB STOP (LONG)	FORD BL11-233W-NL	OR	MUELLER B20245RN			50.00	\$ 42.92	\$ 2,145.98	\$ 40.79	\$ 2,039.50	\$ 41.25	\$ 2,062.50	\$ 39.77	\$ 1,988.50	\$ 41.50	\$ 2,075.00
A007	3/4" I.P. IN-LINE CURB STOP (REGULAR)	FORD BH11-233W-NL	OR	MUELLER B20200RN			6.00	\$ 44.20	\$ 265.17	\$ 42.81	\$ 256.86	\$ 42.81	\$ 256.86	\$ 41.74	\$ 250.44	\$ 42.50	\$ 255.00
A008	3/4" I.P. ANGLE CURB STOP W/ SWIVEL NUT	FORD KV13-332W-NL	OR	MUELLER H14265N			56.00	\$ 37.39	\$ 2,093.89	\$ 35.59	\$ 1,993.04	\$ 35.59	\$ 1,993.04	\$ 34.70	\$ 1,943.20	\$ 36.25	\$ 2,030.00
A009	3/4" BRASS I.P. STREET 90	DOMESTIC					1.00	\$ 16.09	\$ 16.09	\$ 18.19	\$ 18.19	\$ 16.47	\$ 16.47	\$ -	\$ -	\$ 21.75	\$ 21.75
A010	3/4" BRASS I.P. FEMALE X FEMALE 90	DOMESTIC					11.69	\$ 11.69	\$ 13.21	\$ 13.21	\$ 12.25	\$ 12.25	\$ -	\$ -	\$ 11.50	\$ 11.50	
A011	3/4" CLOSE BRASS NIPPLE	DOMESTIC					6.00	\$ 2.18	\$ 13.10	\$ 2.64	\$ 15.84	\$ 2.92	\$ 17.52	\$ -	\$ -	\$ 3.25	\$ 19.50
A012	3/4" BRASS I.P. COUPLING	DOMESTIC					6.00	\$ 10.26	\$ 61.59	\$ 11.60	\$ 69.60	\$ 10.76	\$ 64.56	\$ -	\$ -	\$ 14.00	\$ 84.00
A013	1" I.P. IN-LINE CURB STOP	FORD B11-444W-NL	OR	MUELLER B20200N			1.00	\$ 86.66	\$ 86.66	\$ 83.84	\$ 83.84	\$ 93.85	\$ 93.85	\$ 91.51	\$ 91.51	\$ 96.00	\$ 96.00
A014	1" I.P. ANGLE CURB STOP W/ SWIVEL NUT	FORD KV13-444W-NL	OR	MUELLER H14265N			1.00	\$ 57.32	\$ 57.32	\$ 54.57	\$ 54.57	\$ 54.57	\$ 54.57	\$ 53.21	\$ 53.21	\$ 55.50	\$ 55.50
A015	1" X 3/4" I.P. ANGLE CURB STOP W/ SWIVEL NUT	FORD KV13-342W-NL	OR	MUELLER H14265N			1.00	\$ 39.92	\$ 39.92	\$ 37.98	\$ 37.98	\$ 37.98	\$ 37.98	\$ 37.03	\$ 37.03	\$ 38.60	\$ 38.60
A016	1" BRASS I.P. STREET 90	DOMESTIC					22.00	\$ 26.32	\$ 579.08	\$ 29.76	\$ 654.72	\$ 27.59	\$ 606.98	\$ -	\$ -	\$ 28.00	\$ 572.00
A017	1" BRASS I.P. FEMALE X FEMALE 90	DOMESTIC					1.00	\$ 19.01	\$ 19.01	\$ 21.50	\$ 21.50	\$ 19.93	\$ 19.93	\$ -	\$ -	\$ 19.00	\$ 19.00
A018	1" BRASS CLOSE NIPPLE	DOMESTIC					6.00	\$ 3.22	\$ 19.31	\$ 3.88	\$ 23.28	\$ 4.24	\$ 25.44	\$ -	\$ -	\$ 8.00	\$ 48.00
A019	1" BRASS I.P. COUPLING	DOMESTIC					1.00	\$ 17.51	\$ 17.51	\$ 19.80	\$ 19.80	\$ 18.35	\$ 18.35	\$ -	\$ -	\$ 23.75	\$ 23.75
A020	2" X 6" BRASS NIPPLE	DOMESTIC					3.00	\$ 21.22	\$ 63.66	\$ 25.60	\$ 76.80	\$ 27.98	\$ 83.94	\$ -	\$ -	\$ 38.00	\$ 114.00
A021	1" X 3/4" BRASS HEX BUSHING	FORD C18-34-NL	OR	MUELLER 47169N	OR	DOMESTIC	6.00	\$ 6.39	\$ 38.34	\$ 5.93	\$ 35.58	\$ 5.93	\$ 35.58	\$ 5.79	\$ 34.74	\$ 6.00	\$ 36.00
A022	1" CC X 3/4" BRASS HEX BUSHING	FORD BMAA-43-NL	OR	MUELLER H10030N	OR	DOMESTIC	1.00	\$ 18.94	\$ 18.94	\$ 16.09	\$ 16.09	\$ 16.09	\$ 16.09	\$ 15.69	\$ 15.69	\$ 16.50	\$ 38.50
A023	1 1/2" X 3/4" BRASS HEX BUSHING	FORD C18-36-NL	OR	MUELLER 47169N	OR	DOMESTIC	6.00	\$ 25.89	\$ 155.31	\$ 24.02	\$ 144.12	\$ 24.02	\$ 144.12	\$ 23.42	\$ 140.52	\$ 25.75	\$ 154.50
A024	2" X 3/4" BRASS HEX BUSHING	FORD C18-37-NL	OR	DOMESTIC			1.00	\$ 26.98	\$ 26.98	\$ 25.03	\$ 25.03	\$ 25.03	\$ 25.03	\$ 24.41	\$ 24.41	\$ 31.75	\$ 31.75
A025	1 1/4" X 1" BRASS HEX BUSHING	FORD C18-54-NL	OR	DOMESTIC			6.00	\$ 23.56	\$ 141.38	\$ 21.87	\$ 131.22	\$ 21.87	\$ 131.22	\$ 21.32	\$ 127.92	\$ 18.25	\$ 109.50
A026	1 1/2" X 1" BRASS HEX BUSHING	FORD C18-46-NL	OR	MUELLER 47169N	OR	DOMESTIC	6.00	\$ 25.89	\$ 155.31	\$ 24.02	\$ 144.12	\$ 24.02	\$ 144.12	\$ 23.42	\$ 140.52	\$ 25.75	\$ 154.50
A027	2" X 1" BRASS HEX BUSHING	FORD C18-47-NL	OR	MUELLER 47169N	OR	DOMESTIC	6.00	\$ 24.99	\$ 149.93	\$ 23.19	\$ 138.14	\$ 23.19	\$ 139.14	\$ 22.61	\$ 136.66	\$ 31.75	\$ 190.50
A028	2" X 1 1/2" BRASS HEX BUSHING	FORD C18-67-NL	OR	MUELLER 47172N	OR	DOMESTIC	16.00	\$ 24.92	\$ 398.71	\$ 23.12	\$ 369.92	\$ 23.12	\$ 369.92	\$ 22.61	\$ 361.76	\$ 32.75	\$ 524.00
A029	1 1/2" CLOSE BRASS NIPPLE	DOMESTIC					5.00	\$ 6.21	\$ 31.03	\$ 7.49	\$ 37.45	\$ 7.71	\$ 38.55	\$ -	\$ -	\$ 10.25	\$ 51.25
A030	1 1/2" BRASS I.P. COUPLING	DOMESTIC					1.00	\$ 38.01	\$ 38.01	\$ 43.00	\$ 43.00	\$ 39.84	\$ 39.84	\$ -	\$ -	\$ 40.00	\$ 40.00
A031	2" CLOSE BRASS NIPPLE	DOMESTIC					13.00	\$ 9.45	\$ 122.83	\$ 11.40	\$ 148.20	\$ 11.74	\$ 152.62	\$ -	\$ -	\$ 14.50	\$ 188.50
A032	2" BRASS I.P. COUPLING	DOMESTIC					3.00	\$ 62.85	\$ 188.55	\$ 71.05	\$ 213.27	\$ 65.88	\$ 197.64	\$ -	\$ -	\$ 62.25	\$ 186.75
A033	1 1/2" BRASS STREET 90	DOMESTIC					1.00	\$ 52.81	\$ 52.81	\$ 59.50	\$ 59.50	\$ 55.14	\$ 55.14	\$ -	\$ -	\$ 66.50	\$ 66.50
A034	1 1/2" BRASS FEMALE X FEMALE 90	DOMESTIC					1.00	\$ 44.85	\$ 44.85	\$ 50.73	\$ 50.73	\$ 47.01	\$ 47.01	\$ -	\$ -	\$ 37.75	\$ 37.75
A035	2" BRASS STREET 90	DOMESTIC					3.00	\$ 89.16	\$ 267.48	\$ 100.84	\$ 302.52	\$ 93.46	\$ 280.38	\$ -	\$ -	\$ 88.50	\$ 265.50
A036	2" BRASS FEMALE X FEMALE 90	DOMESTIC					1.00	\$ 66.80	\$ 66.80	\$ 75.56	\$ 75.56	\$ 70.02	\$ 70.02	\$ -	\$ -	\$ 64.50	\$ 64.50
A037	2" I.P. X FLANGE ANGLE CURB STOP	FORD FV13-777W-NL	OR	MUELLER H14265N			3.00	\$ 208.49	\$ 208.49	\$ 240.83	\$ 722.49	\$ 240.83	\$ 722.49	\$ 234.83	\$ 704.49	\$ 202.25	\$ 606.75
A038	3/4" METER SPUD	FORD C38-23.2-NL	OR	EQUAL WITH HEXAGON OUTSIDE			375.00	\$ 11.20	\$ 4,199.20	\$ 11.13	\$ 4,173.75	\$ 11.26	\$ 4,222.50	\$ 10.86	\$ 4,072.50	\$ 11.25	\$ 4,187.50
A039	1" METER SPUD	FORD C38-42.2-E25-NL	OR	EQUAL WITH HEXAGON OUTSIDE			125.00	\$ 18.02	\$ 2,252.87	\$ 17.13	\$ 2,141.25	\$ 17.33	\$ 2,166.25	\$ 16.71	\$ 2,088.75	\$ 17.50	\$ 2,187.50
A040	1" X 1/2" METER ADAPTER (LONG) -- (SOLD IN PAIRS)	A24-NL					1.00	\$ 29.94	\$ 29.94	\$ 28.43	\$ 28.43	\$ 28.43	\$ 28.43	\$ 27.72	\$ 27.72	\$ 30.25	\$ 30.25
A041	1" X 3/4" METER COUPLING BUSHING	FORD BBMA-34-NL	OR	MUELLER H10889-9000N	OR	DOMESTIC	1.00	\$ 16.68	\$ 16.68	\$ 13.86	\$ 13.86	\$ 14.01	\$ 14.01	\$ -	\$ -	\$ 22.00	\$ 22.00
A042	1 1/2" METER FLANGE	FORD CF31-46-NL	OR	MUELLER	OR	DOMESTIC	1.00	\$ 52.09	\$ 52.09	\$ 49.54	\$ 49.54	\$ 49.54	\$ 49.54	\$ -	\$ -	\$ 51.00	\$ 51.00
A043	2" METER FLANGE SLOTTED FOR 2" & 1 1/2"	FORD CF31-774N	OR	MUELLER	OR	DOMESTIC	13.00	\$ 68.01	\$ 884.15	\$ 64.69	\$ 840.97	\$ 64.69	\$ 840.97	\$ -	\$ -	\$ 66.00	\$ 858.00
A044	7" METER RISER FOR 5/8" X 3/4"	FORD V42-7W-NL	OR	MUELLER H14118N	OR	DOMESTIC	1.00	\$ 110.59	\$ 110.59	\$ 109.78	\$ 109.78	\$ 109.78	\$ 109.78	\$ 107.04	\$ 1,070.04	\$ 100.00	\$ 1,000.00
A045	12" METER RISER FOR 5/8" X 3/4"	FORD V42-12W-NL	OR	MUELLER H14118N	OR	DOMESTIC	1.00	\$ 115.91	\$ 115.91	\$ 115.06	\$ 115.06	\$ 115.06	\$ 115.06	\$ 112.19	\$ 1,121.91	\$ 112.00	\$ 1,120.00
A046	18" METER RISER FOR 5/8" X 3/4"	FORD V42-18W-NL	OR	MUELLER EQUIVALENT	OR	DOMESTIC	1.00	\$ 137.62	\$ 137.62	\$ 136.62	\$ 136.62	\$ 136.62	\$ 136.62	\$ 133.22	\$ 1,332.22	\$ 122.00	\$ 1,220.00
A047	24" METER RISER FOR 5/8" X 3/4"	FORD V42-24W-NL	OR	MUELLER EQUIVALENT	OR	DOMESTIC	1.00	\$ 147.39	\$ 147.39	\$ 146.30	\$ 146.30	\$ 146.30	\$ 146.30	\$ 142.65	\$ 1,426.51	\$ 141.00	\$ 1,410.00
A048	12" METER RISER FOR 1"	FORD V44-12W-NL	OR	MUELLER EQUIVALENT	OR	DOMESTIC	1.00	\$ 216.23	\$ 216.23	\$ 214.60	\$ 214.60	\$ 214.60	\$ 214.60	\$ 209.25	\$ 2,092.50	\$ 208.00	\$ 2,080.00
A049	18" METER RISER FOR 1"	FORD V44-18W-NL	OR	MUELLER EQUIVALENT	OR	DOMESTIC	1.00	\$ 256.11	\$ 256.11	\$ 256.18	\$ 256.18	\$ 256.18	\$ 256.18	\$ 249.79	\$ 2,497.91	\$ 248.50	\$ 2,485.00
A050	24" METER RISER FOR 1"	FORD V44-24W-NL	OR	MUELLER EQUIVALENT	OR	DOMESTIC	1.00	\$ 280.69	\$ 280.69	\$ 278.59	\$ 278.59	\$ 278.59	\$ 278.59	\$ 271.65	\$ 2,716.51	\$ 271.25	\$ 2,712.50
A051	3/4" BRASS PLUG	DOMESTIC					1.00	\$ 7.31	\$ 7.31	\$ 8.26	\$ 8.26	\$ 7.66	\$ 7.66	\$ -	\$ -	\$ 11.25	\$ 11.25
A052	3/4" BRASS CAP	DOMESTIC					1.00	\$ 7.31	\$ 7.31	\$ 8.26	\$ 8.26	\$ 7.66	\$ 7.66	\$ -	\$ -	\$ 7.25	\$ 7.25
A053	1" BRASS PLUG	DOMESTIC					13.00	\$ 11.69	\$ 151.87	\$ 13.21	\$ 171.73	\$ 12.25	\$ 159.25	\$ -	\$ -	\$ 20.25	\$ 263.25
A054	1" BRASS CAP	DOMESTIC					1.00	\$ 14.07	\$ 14.07	\$ 15.91	\$ 15.91	\$ 14.75	\$ 14.75	\$ -	\$ -	\$ 14.00	\$ 14.00
A055	1 1/2" BRASS PLUG	DOMESTIC					1.00	\$ 20.47	\$ 20.47	\$ 23.15	\$ 23.15	\$ 21.46	\$ 21.46	\$ -	\$ -	\$ 40.75	\$ 40.75
A056	1 1/2" BRASS CAP																

B027	1" GJ(CTS) X FEMALE LP	FORD C14-44-G-NL	OR	MUELLER G15451N	6.00	\$	25.70	\$	154.21	\$	24.47	\$	146.82	\$	24.74	\$	148.44	\$	23.86	\$	143.16	\$	24.75	\$	148.50
B028	1" X 3/4" GJ(CTS) X MALE LP	FORD C84-34-G-NL	OR	MUELLER G15428N	1.00	\$	19.94	\$	19.94	\$	18.98	\$	18.98	\$	19.19	\$	19.19	\$	18.50	\$	18.50	\$	19.25	\$	19.25
B029	1" X 3/4" GJ(CTS) X FEMALE LP	FORD C14-34-G-NL	OR	MUELLER G15451N	1.00	\$	22.32	\$	22.32	\$	21.23	\$	21.23	\$	21.47	\$	21.47	\$	20.70	\$	20.70	\$	21.50	\$	21.50
B030	1" GJ(CTS) X MALE LP 90	FORD L84-44-G-NL	OR	MUELLER G15533N	1.00	\$	32.83	\$	32.83	\$	31.22	\$	31.22	\$	31.50	\$	31.50	\$	30.44	\$	30.44	\$	31.75	\$	31.75
B031	1" GJ(CTS) X FEMALE LP 90	FORD L14-44-G-NL	OR	MUELLER G15533N	1.00	\$	41.68	\$	41.68	\$	39.66	\$	39.66	\$	40.01	\$	40.01	\$	38.67	\$	38.67	\$	40.25	\$	40.25
B032	1" X 3/4" GJ(CTS) X MALE LP 90	FORD L84-34-G-NL	OR	MUELLER G15531N	1.00	\$	26.75	\$	26.75	\$	25.47	\$	25.47	\$	25.75	\$	25.75	\$	24.83	\$	24.83	\$	25.75	\$	25.75
B033	1" GJ(CTS) COUPLING	FORD C44-44-G-NL	OR	MUELLER G15403N	19.00	\$	25.09	\$	476.75	\$	23.88	\$	453.72	\$	24.16	\$	459.04	\$	23.28	\$	442.32	\$	24.25	\$	460.75
B034	1" GJ(CTS) 90	FORD L44-44-G-NL	OR	MUELLER G15528N	5.00	\$	36.46	\$	182.30	\$	34.64	\$	173.20	\$	35.03	\$	175.15	\$	33.78	\$	168.90	\$	35.25	\$	176.25
B035	1" X 3/4" GJ(CTS) COUPLING	FORD C44-34-G-NL	OR	MUELLER G15403N	1.00	\$	25.48	\$	25.48	\$	24.26	\$	24.26	\$	24.53	\$	24.53	\$	23.65	\$	23.65	\$	24.75	\$	24.75
B036	1" PJP(VCI) X MALE LP	FORD C87-44-NL	OR	MUELLER V15440N	13.00	\$	37.22	\$	483.84	\$	35.43	\$	460.59	\$	35.83	\$	465.70	\$	34.55	\$	448.15	\$	35.00	\$	468.00
B037	1" PJP(VCI) X FEMALE LP	FORD C17-44-NL	OR	MUELLER V15442N	13.00	\$	36.54	\$	475.02	\$	34.76	\$	451.88	\$	35.15	\$	456.95	\$	33.89	\$	440.57	\$	35.50	\$	461.50
B038	1" X 3/4" PJP(VCI) X MALE LP	FORD C87-34-NL	OR	MUELLER V15440N	1.00	\$	35.62	\$	35.62	\$	33.89	\$	33.89	\$	34.27	\$	34.27	\$	33.04	\$	33.04	\$	34.50	\$	34.50
B039	1" X 3/4" PJP(VCI) X FEMALE LP	FORD C17-34-NL	OR	MUELLER V15442N	6.00	\$	37.33	\$	224.00	\$	35.50	\$	213.00	\$	35.90	\$	215.40	\$	34.62	\$	207.72	\$	36.25	\$	217.50
B040	1" PJP(VCI) X MALE LP 90	FORD L87-44-NL	OR	MUELLER	13.00	\$	43.06	\$	559.75	\$	40.96	\$	532.48	\$	41.32	\$	537.16	\$	39.93	\$	519.09	\$	41.75	\$	542.75
B041	1" PJP(VCI) X FEMALE LP 90	FORD L17-44-NL	OR	MUELLER	13.00	\$	37.05	\$	481.60	\$	36.30	\$	471.90	\$	36.66	\$	476.38	\$	35.40	\$	460.20	\$	37.00	\$	484.00
B042	1" X 3/4" PJP(VCI) X MALE LP 90	FORD C87-34-NL	OR	MUELLER	6.00	\$	43.69	\$	262.07	\$	36.31	\$	217.86	\$	36.64	\$	219.84	\$	35.41	\$	212.46	\$		\$	
B043	1" PJP(VCI) COUPLING	FORD C77-44-NL	OR	MUELLER V15441N	13.00	\$	54.40	\$	328.41	\$	51.76	\$	310.56	\$	52.34	\$	314.04	\$	50.47	\$	302.82	\$	53.00	\$	318.00
B044	1" PJP(VCI) 90	FORD L77-44-NL	OR	MUELLER	13.00	\$	66.95	\$	870.40	\$	63.70	\$	828.10	\$	64.27	\$	835.51	\$	62.11	\$	807.43	\$	64.75	\$	841.75
B045	1" X 3/4" PJP(VCI) COUPLING	FORD C77-34-NL	OR	MUELLER V15441N	6.00	\$	43.71	\$	282.28	\$	41.59	\$	249.54	\$	42.06	\$	252.36	\$	40.55	\$	243.40	\$	42.25	\$	253.50
B046	1/2" GJ(CTS) 90	FORD L44-48-G-NL	OR	MUELLER G15528N	1.00	\$	116.87	\$	116.87	\$	111.27	\$	111.27	\$	112.26	\$	112.26	\$	108.48	\$	108.48	\$	113.00	\$	113.00
B047	1/2" PJP(VCI) 90	FORD L77-48-NL	OR	MUELLER	1.00	\$	153.01	\$	153.01	\$	150.82	\$	150.82	\$	150.82	\$	150.82	\$	147.08	\$	147.08	\$	148.00	\$	148.00
B048	1/2" GJ(CTS) COUPLING	FORD C44-48-G-NL	OR	MUELLER G15403N	1.00	\$	83.97	\$	83.97	\$	79.90	\$	79.90	\$	80.62	\$	80.62	\$	77.91	\$	77.91	\$	81.25	\$	81.25
B049	1/2" PJP(VCI) COUPLING	FORD C77-48-NL	OR	MUELLER V15441N	1.00	\$	106.17	\$	106.17	\$	100.99	\$	100.99	\$	101.89	\$	101.89	\$	98.47	\$	98.47	\$	102.75	\$	102.75
B050	1/2" GJ(CTS) X MALE LP	FORD C84-48-G-NL	OR	MUELLER G15428N	1.00	\$	58.45	\$	58.45	\$	55.60	\$	55.60	\$	56.22	\$	56.22	\$	54.21	\$	54.21	\$	56.75	\$	56.75
B051	1/2" GJ(CTS) X FEMALE LP	FORD C14-48-G-NL	OR	MUELLER G15451N	1.00	\$	74.78	\$	74.78	\$	71.12	\$	71.12	\$	71.76	\$	71.76	\$	69.35	\$	69.35	\$	72.50	\$	72.50
B052	1/2" PJP(VCI) X MALE LP	FORD C87-48-NL	OR	MUELLER V15440N	1.00	\$	73.23	\$	73.23	\$	69.66	\$	69.66	\$	70.44	\$	70.44	\$	67.92	\$	67.92	\$	71.00	\$	71.00
B053	1/2" PJP(VCI) X FEMALE LP	FORD C17-48-NL	OR	MUELLER V15442N	1.00	\$	63.89	\$	83.09	\$	80.51	\$	80.51	\$	87.29	\$	87.29	\$	84.36	\$	84.36	\$	89.50	\$	89.50
B054	1/2" GJ(CTS) X FLANGE ANGLE CURB STOP	FORD FV43-66W-G-NL	OR	MUELLER G14277N	1.00	\$	222.87	\$	222.87	\$	215.62	\$	215.62	\$	217.56	\$	217.56	\$	210.25	\$	210.25	\$	215.75	\$	215.75
B055	1/2" GJ(CTS) X FEMALE INLINE CURB STOP	FORD B41-66W-G-NL	OR	MUELLER G25170N	1.00	\$	236.52	\$	236.52	\$	224.77	\$	224.77	\$	224.77	\$	224.77	\$	219.17	\$	219.17	\$	228.75	\$	228.75
B056	2" GJ(CTS) COUPLING	FORD C44-77-G-NL	OR	MUELLER	1.00	\$	113.39	\$	113.39	\$	107.86	\$	107.86	\$	107.86	\$	107.86	\$	105.17	\$	105.17	\$	109.75	\$	109.75
B057	2" GJ(CTS) 90	FORD L44-77-G-NL	OR	MUELLER G15528N	1.00	\$	226.64	\$	946.57	\$	225.11	\$	900.44	\$	225.11	\$	900.44	\$	219.50	\$	878.00	\$	228.75	\$	915.00
B058	2" PJP(VCI) COUPLING	FORD L17-77-NL	OR	MUELLER	1.00	\$	256.45	\$	256.45	\$	251.92	\$	251.92	\$	251.92	\$	249.33	\$	245.64	\$	245.64	\$	247.50	\$	247.50
B059	2" GJ(CTS) X MALE LP	FORD C84-77-G-NL	OR	MUELLER G15428N	4.00	\$	65.16	\$	340.64	\$	81.02	\$	324.08	\$	81.75	\$	327.00	\$	79.00	\$	315.00	\$	82.25	\$	325.00
B060	2" GJ(CTS) X FEMALE LP	FORD C14-77-G-NL	OR	MUELLER G15451N	1.00	\$	89.01	\$	356.05	\$	84.69	\$	338.76	\$	85.45	\$	341.80	\$	82.58	\$	330.32	\$	86.00	\$	344.00
B061	2" PJP(VCI) X FLANGE ANGLE CURB STOP	FORD FV73-77W-NL	OR	MUELLER	1.00	\$	480.30	\$	480.30	\$	467.28	\$	467.28	\$	467.28	\$	467.28	\$	460.62	\$	460.62	\$	464.25	\$	464.25
B062	2" PJP(VCI) COUPLING	FORD C77-77-NL	OR	MUELLER	3.00	\$	160.59	\$	481.76	\$	152.76	\$	458.28	\$	152.76	\$	458.28	\$	148.95	\$	446.85	\$	155.25	\$	465.75
B063	2" PJP(VCI) X MALE LP	FORD C87-77-NL	OR	MUELLER V15440N	1.00	\$	106.38	\$	405.32	\$	101.22	\$	404.88	\$	102.13	\$	408.43	\$	98.90	\$	394.80	\$	102.75	\$	411.00
B064	2" PJP(VCI) X FEMALE LP	FORD C17-77-NL	OR	MUELLER V15442N	1.00	\$	122.36	\$	386.79	\$	116.30	\$	348.90	\$	117.34	\$	352.00	\$	113.40	\$	340.20	\$	118.25	\$	354.75
B065	2" GJ(CTS) X FLANGE ANGLE CURB STOP	FORD FV43-77W-G-NL	OR	MUELLER G14277N	1.00	\$	286.10	\$	858.31	\$	276.81	\$	830.43	\$	276.81	\$	830.43	\$	269.91	\$	809.73	\$	275.75	\$	837.25
B066	2" PJP(VCI) X FLANGE ANGLE CURB STOP	FORD FV73-77W-NL	OR	MUELLER	3.00	\$	480.30	\$	480.30	\$	467.28	\$	467.28	\$	467.28	\$	467.28	\$	460.62	\$	460.62	\$	464.25	\$	464.25
							\$ 18,867.92		\$ 17,752.91				\$ 17,765.97		Incomplete Bid		\$ 16,406.70						\$ 18,210.25		

#### Section C: DRESSER COUPLINGS

COB ID	Description	Specifications	Specifications	Historical quantity / potential estimate for life of contract
C001	3/4" TWO BOLT BLUE DRESSER COUPLING	HYMAX		1.00
C002	1" TWO BOLT BLUE DRESSER COUPLING	HYMAX		1.00
C003	2" TWO BOLT BLUE DRESSER COUPLING	HYMAX		1.00
C004	2" HYMAX DRESSER COUPLING	HYMAX		9.00
C005	3" HYMAX DRESSER COUPLING	HYMAX		1.00
C006	4" HYMAX DRESSER COUPLING	HYMAX		1.00
C007	6" HYMAX DRESSER COUPLING	HYMAX		3.00
C008	8" HYMAX DRESSER COUPLING	HYMAX		1.00
C009	8" FOUR BOLT CAST IRON COUPLING	HYMAX		1.00
C010	10" HYMAX DRESSER COUPLING	HYMAX		1.00
C011	10" SIX BOLT CAST IRON DRESSER COUPLING	HYMAX		1.00
C012	12" HYMAX DRESSER COUPLING	HYMAX		1.00
C013	12" SIX BOLT CAST IRON DRESSER COUPLING	HYMAX		1.00
C014	4" MEGA LUGS FOR D.I. PIPE	MEGA LUGS		1.00
C015	4" MEGA LUGS WITH BOLT & GASKET SET FOR PVC	MEGA LUGS	AND INCLUDES BOLT AND GASKET SET	1.00
C016	6" MEGA LUGS FOR D.I. PIPE	MEGA LUGS		1.00
C017	6" MEGA LUGS WITH BOLT & GASKET SET FOR PVC	MEGA LUGS	AND INCLUDES BOLT AND GASKET SET	1.00
C018	8" MEGA LUGS FOR D.I. PIPE	MEGA LUGS		1.00
C019	8" MEGA LUGS WITH BOLT & GASKET SET FOR PVC	MEGA LUGS	AND INCLUDES BOLT AND GASKET SET	1.00
C020	10" MEGA LUGS FOR D.I. PIPE	MEGA LUGS		1.00
C021	10" MEGA LUGS WITH BOLT & GASKET SET FOR PVC	MEGA LUGS	AND INCLUDES BOLT AND GASKET SET	1.00
C022	12" MEGA LUGS FOR D.I. PIPE	MEGA LUGS		1.00
C023	12" MEGA LUGS WITH BOLT & GASKET SET FOR PVC	MEGA LUGS	AND INCLUDES BOLT AND GASKET SET	1.00
C024	16" MEGA LUGS FOR D.I. PIPE	MEGA LUGS		1.00
C025	16" MEGA LUGS WITH BOLT & GASKET SET FOR PVC	MEGA LUGS	AND INCLUDES BOLT AND GASKET SET	1.00
C026	3" MEGA LUGS FOR D.I. PIPE	MEGA LUGS		1.00
C027	3" MEGA LUGS WITH BOLT & GASKET SET FOR PVC	MEGA LUGS	AND INCLUDES BOLT AND GASKET SET	1.00
C028	4" MEGA LUGS FOR PVC	MEGA LUGS		1.00
C029	6" MEGA LUGS FOR PVC	MEGA LUGS		1.00
C030	8" MEGA LUGS FOR PVC	MEGA LUGS		1.00
C031	10" MEGA LUGS FOR PVC	MEGA LUGS		1.00
C032	12" MEGA LUGS FOR PVC	MEGA LUGS		1.00
C033	16" MEGA LUGS FOR PVC	MEGA LUGS		1.00

#### Consolidated Pipe

Cost Each		Total Cost		Cost Each		Total Cost		Cost Each		Total Cost		Cost Each		Total Cost		Cost Each		Total Cost	
	\$	-	\$	34.49	\$	34.49		\$	30.67	\$	30.67		\$	-	\$	28.25	\$	28.25	
	\$	-	\$	35.69	\$	35.69		\$	32.48	\$	32.48		\$	-	\$	29.25	\$	29.25	
	\$	142.14	\$	50.56	\$	43.58		\$	43.58		\$	43.58		\$	-	\$	41.25	\$	41.25
	\$	142.14	\$	1,279.24	\$	1,234.18		\$	1,374.00		\$	1,236.50		\$	132.97	\$	1,196.73		877.50
	\$	187.51	\$	187.51	\$	179.44		\$	182.27		\$	182.27		\$	175.41	\$	175.41		128.75
	\$	240.28	\$	240.28	\$	229.93		\$	233.56		\$	233.56		\$	224.77	\$	224.77		161.50
	\$	318.21	\$	954.62	\$	304.52		\$	913.56		\$	927.96		\$	297.68	\$	891.04		213.25
	\$	359.26	\$	359.26	\$	343.81		\$	349.23		\$	349.23		\$	336.09	\$	336.09		241.50
	\$	-	\$	-	\$	156.76		\$	156.76		\$	218.11		\$	-	\$	190.75		190.75
	\$	482.87	\$	482.87	\$	487.66		\$	449.26		\$	449.26		\$	432.35	\$	432.35		307.50
	\$	488.87	\$	488.87	\$	217.64		\$	328.67		\$	328.67		\$	-	\$	314.12		314.12
	\$	200.68	\$	200.68	\$	624.56		\$	624.56		\$	530.27		\$	510.31	\$	510.31		375.50
	\$	652.62	\$	652.62	\$	262.05		\$	262.05		\$	396.46		\$	-	\$	400.00		400.00
	\$	26.11	\$	26.11	\$	30.29		\$	30.29		\$	25.82		\$	-	\$	26.75		26.75
	\$	47.22	\$	47.22	\$	58.88		\$	58.88		\$	46.68		\$	-	\$	46.25		46.25
	\$	30.71	\$	30.71	\$	35.63		\$	35.63		\$	30.36		\$	-	\$	31.50		31.50
	\$	59.11	\$	177.34	\$	210.21		\$	59.11		\$	59.11		\$	-	\$	58.00		144.00
	\$	46.15	\$	46.15	\$	53.53		\$	53.53		\$	45.63		\$	-	\$	47.25		47.25
	\$	79.75	\$	239.24	\$	95.29		\$	285.87		\$	78.84		\$	-	\$	78.25		234.75
	\$	68.39	\$	68.39	\$	79.33		\$	79.33		\$	67.61		\$	-	\$	70.25		70.25
	\$	138.85	\$	138.85	\$	165.43		\$	165.43		\$	137.27		\$	-	\$	135.25		135.25
	\$	99.66	\$	99.66	\$	115.60		\$	115.60		\$	98.52		\$	-	\$	102.50		102.50
	\$	145.72	\$	437.17	\$	173.51		\$	530.53		\$	432.21		\$	-	\$	142.25		426.75
	\$	186.78	\$	186.78	\$	218.99		\$	186.64		\$	186.64		\$	-	\$	183.50		183.50
	\$	300.24	\$	300.24	\$	348.43		\$	348.43		\$	293.49		\$	-	\$	295.25		295.25
	\$	24.64	\$	24.64	\$	28.59		\$	28.59		\$	24.36		\$	-	\$	24.25		24.25
	\$	43.86	\$	43.86	\$	52.32		\$	52.32		\$	43.36		\$	-	\$	43.25		43.25
	\$	31.62	\$	31.62	\$	38.35		\$	38.35		\$	31.27		\$	-	\$	32.50		32.50
	\$	38.43	\$	38.43	\$	46.60		\$	46.60		\$	37.99		\$	-	\$	41.25		41.25
	\$	56.82	\$	56.82	\$	68.89		\$	56.17		\$	56.17		\$	-	\$	58.75		58.75
	\$	107.38	\$	107.38	\$	130.23		\$	130.23		\$	106.16		\$	-	\$	110.25		110.25
	\$	113.08	\$	113.08	\$	137.13		\$	137.13		\$	111.80		\$	-	\$	118.25		118.25
	\$	250.80	\$	250.80	\$	290.93		\$	290.93		\$	245.17		\$	-	\$	266.75		266.75
	Incomplete	\$	7,433.69	\$	7,656.09		\$	7,656.09		\$	7,391.47		Incomplete Bid	\$	3,768.70		\$	6,204.87	

				\$ 12,425.77	\$ 8,768.75	\$ 6,276.91		\$ 7,792.50							
Section E: TAPPING SADDLES				Consolidated Pipe				Core & Main		Ferguson		Fortilne		Johnson County WinWater	
COB ID	Description	Specifications		Specifications	Historical quantity / potential estimate for life of contract	Cost Each	Total Cost	Cost Each	Total Cost	Cost Each	Total Cost	Cost Each	Total Cost	Cost Each	Total Cost
E001	2" X 3/4" CC THREAD	Smith Blair			1.00	\$ 23.41	\$ 23.41	\$ 73.16	\$ 73.16	\$ 58.28	\$ 58.28	\$ -	\$ -	\$ 65.00	\$ 65.00
E002	4" X 3/4" CC THREAD	Smith Blair			1.00	\$ 27.05	\$ 27.05	\$ 70.30	\$ 70.30	\$ 55.99	\$ 55.99	\$ -	\$ -	\$ 62.50	\$ 62.50
E003	6" X 3/4" CC THREAD	Smith Blair			1.00	\$ 33.53	\$ 33.53	\$ 80.78	\$ 80.78	\$ 64.32	\$ 64.32	\$ -	\$ -	\$ 71.75	\$ 71.75
E004	8" X 3/4" CC THREAD	Smith Blair			1.00	\$ 40.23	\$ 40.23	\$ 95.44	\$ 95.44	\$ 76.00	\$ 76.00	\$ -	\$ -	\$ 84.75	\$ 84.75
E005	10" X 3/4" CC THREAD	Smith Blair			1.00	\$ 46.86	\$ 46.86	\$ 113.43	\$ 113.43	\$ 90.32	\$ 90.32	\$ -	\$ -	\$ 100.75	\$ 100.75
E006	12" X 3/4" CC THREAD	Smith Blair			1.00	\$ 50.39	\$ 50.39	\$ 132.01	\$ 132.01	\$ 105.13	\$ 105.13	\$ -	\$ -	\$ 117.25	\$ 117.25
E007	2" X 1" CC THREAD	Smith Blair			8.00	\$ 23.41	\$ 187.31	\$ 73.16	\$ 585.28	\$ 58.28	\$ 466.24	\$ -	\$ -	\$ 65.00	\$ 520.00
E008	4" X 1" CC THREAD	Smith Blair			1.00	\$ 27.05	\$ 27.05	\$ 70.30	\$ 70.30	\$ 55.99	\$ 55.99	\$ -	\$ -	\$ 62.50	\$ 62.50
E009	6" X 1" CC THREAD	Smith Blair			1.00	\$ 34.14	\$ 34.14	\$ 80.78	\$ 80.78	\$ 64.32	\$ 64.32	\$ -	\$ -	\$ 71.75	\$ 71.75
E010	8" X 1" CC THREAD	Smith Blair			1.00	\$ 40.23	\$ 40.23	\$ 95.44	\$ 95.44	\$ 76.00	\$ 76.00	\$ -	\$ -	\$ 84.75	\$ 84.75
E011	10" X 1" CC THREAD	Smith Blair			1.00	\$ 46.86	\$ 46.86	\$ 113.43	\$ 113.43	\$ 90.32	\$ 90.32	\$ -	\$ -	\$ 100.75	\$ 100.75
E012	12" X 1" CC THREAD	Smith Blair			1.00	\$ 50.39	\$ 50.39	\$ 132.01	\$ 132.01	\$ 105.13	\$ 105.13	\$ -	\$ -	\$ 117.25	\$ 117.25
E013	4" X 2" I.P. THREAD	Smith Blair			1.00	\$ 37.84	\$ 37.84	\$ 84.68	\$ 84.68	\$ 67.43	\$ 67.43	\$ -	\$ -	\$ 75.25	\$ 75.25
E014	6" X 2" I.P. THREAD	Smith Blair			1.00	\$ 47.22	\$ 47.22	\$ 96.81	\$ 96.81	\$ 77.09	\$ 77.09	\$ -	\$ -	\$ 86.00	\$ 86.00
E015	8" X 2" I.P. THREAD	Smith Blair			6.00	\$ 59.63	\$ 357.79	\$ 112.68	\$ 676.08	\$ 89.73	\$ 538.38	\$ -	\$ -	\$ 100.25	\$ 601.50
E016	10" X 2" I.P. THREAD	Smith Blair			1.00	\$ 72.01	\$ 72.01	\$ 131.58	\$ 131.58	\$ 104.78	\$ 104.78	\$ -	\$ -	\$ 117.00	\$ 117.00
E017	12" X 2" I.P. THREAD	Smith Blair			1.00	\$ 73.33	\$ 73.33	\$ 151.24	\$ 151.24	\$ 120.44	\$ 120.44	\$ -	\$ -	\$ 134.50	\$ 134.50
						\$ 1,195.64		\$ 2,782.75		\$ 2,216.16				\$ 2,473.25	
Section F: SEWER FITTINGS & COUPLINGS				Consolidated Pipe				Core & Main		Ferguson		Fortilne		Johnson County WinWater	
COB ID	Description	Specifications		Specifications	Historical quantity / potential estimate for life of contract	Cost Each	Total Cost	Cost Each	Total Cost	Cost Each	Total Cost	Cost Each	Total Cost	Cost Each	Total Cost
F001	3" GEM CAP	NO SPECIFICATIONS			1.00	\$ 2.09	\$ 2.09	\$ 2.93	\$ 2.93	\$ 6.27	\$ 6.27	\$ -	\$ -	\$ 6.50	\$ 6.50
F002	3" PVC/CAST IRON X PVC/CAST IRON	NO SPECIFICATIONS			13.00	\$ 4.17	\$ 54.24	\$ 4.40	\$ 57.20	\$ 4.29	\$ 55.77	\$ -	\$ -	\$ 4.25	\$ 55.25
F003	4" GEM CAP	NO SPECIFICATIONS			1.00	\$ 2.57	\$ 2.57	\$ 3.28	\$ 3.28	\$ 8.04	\$ 8.04	\$ -	\$ -	\$ 7.50	\$ 7.50
F004	4" PVC/CAST IRON X CLAY	NO SPECIFICATIONS			1.00	\$ 5.15	\$ 5.15	\$ 5.51	\$ 5.51	\$ 5.38	\$ 5.38	\$ 5.51	\$ 5.51	\$ 5.25	\$ 5.25
F005	4" PVC/CAST IRON X CONCRETE	NO SPECIFICATIONS			1.00	\$ 5.15	\$ 5.15	\$ 5.51	\$ 5.51	\$ 5.38	\$ 5.38	\$ 5.51	\$ 5.51	\$ 5.25	\$ 5.25
F006	6" PVC/CAST IRON X PVC/CAST IRON	NO SPECIFICATIONS			25.00	\$ 4.78	\$ 119.54	\$ 5.51	\$ 137.75	\$ 5.38	\$ 134.50	\$ 5.51	\$ 137.75	\$ 5.25	\$ 131.25
F007	6" PVC/CAST IRON X CLAY	NO SPECIFICATIONS			3.00	\$ 11.03	\$ 33.10	\$ 13.04	\$ 39.12	\$ 11.50	\$ 34.50	\$ 11.80	\$ 35.40	\$ 10.50	\$ 31.50
F008	6" PVC/CAST IRON X CONCRETE	NO SPECIFICATIONS			6.00	\$ 11.03	\$ 66.21	\$ 13.04	\$ 78.24	\$ 12.72	\$ 76.32	\$ 13.05	\$ 78.30	\$ 11.75	\$ 70.50
F009	6" PVC/CAST IRON X PVC/CAST IRON	NO SPECIFICATIONS			13.00	\$ 11.03	\$ 143.45	\$ 11.79	\$ 153.27	\$ 11.50	\$ 149.50	\$ 11.80	\$ 153.40	\$ 10.50	\$ 136.50
F010	6" PVC/CAST IRON X CLAY	NO SPECIFICATIONS			1.00	\$ 16.92	\$ 16.92	\$ 18.14	\$ 18.14	\$ 17.70	\$ 17.70	\$ 18.14	\$ 18.14	\$ 16.50	\$ 16.50
F011	6" PVC/CAST IRON X CONCRETE	NO SPECIFICATIONS			3.00	\$ 16.92	\$ 50.76	\$ 18.14	\$ 54.42	\$ 17.70	\$ 53.10	\$ 18.14	\$ 54.42	\$ 16.50	\$ 49.50
F012	6" PVC/CAST IRON X PVC/CAST IRON	NO SPECIFICATIONS			3.00	\$ 16.92	\$ 50.76	\$ 18.14	\$ 54.42	\$ 17.70	\$ 53.10	\$ 18.14	\$ 54.42	\$ 16.50	\$ 49.50
F013	10" PVC/CAST IRON X CLAY	NO SPECIFICATIONS			1.00	\$ 22.90	\$ 22.90	\$ 27.23	\$ 27.23	\$ 26.56	\$ 26.56	\$ 27.24	\$ 27.24	\$ 24.50	\$ 24.50
F014	10" PVC/CAST IRON X CONCRETE	NO SPECIFICATIONS			1.00	\$ 22.90	\$ 22.90	\$ 27.23	\$ 27.23	\$ 26.56	\$ 26.56	\$ 27.24	\$ 27.24	\$ 24.50	\$ 24.50
F015	10" PVC/CAST IRON X PVC/CAST IRON	NO SPECIFICATIONS			1.00	\$ 22.90	\$ 22.90	\$ 27.23	\$ 27.23	\$ 26.56	\$ 26.56	\$ 27.24	\$ 27.24	\$ 24.50	\$ 24.50
F016	12" PVC/CAST IRON X CLAY	NO SPECIFICATIONS			1.00	\$ 27.37	\$ 27.37	\$ 31.76	\$ 31.76	\$ 30.99	\$ 30.99	\$ 31.78	\$ 31.78	\$ 28.50	\$ 28.50
F017	12" PVC/CAST IRON X CONCRETE	NO SPECIFICATIONS			1.00	\$ 27.37	\$ 27.37	\$ 31.76	\$ 31.76	\$ 30.99	\$ 30.99	\$ 31.78	\$ 31.78	\$ 28.50	\$ 28.50
F018	12" PVC/CAST IRON X PVC/CAST IRON	NO SPECIFICATIONS			1.00	\$ 27.37	\$ 27.37	\$ 31.76	\$ 31.76	\$ 30.99	\$ 30.99	\$ 31.78	\$ 31.78	\$ 28.50	\$ 28.50
F019	15" PVC/CAST IRON X CLAY	NO SPECIFICATIONS			1.00	\$ 42.20	\$ 42.20	\$ 49.95	\$ 49.95	\$ 48.73	\$ 48.73	\$ 49.95	\$ 49.95	\$ 45.25	\$ 45.25
F020	15" PVC/CAST IRON X CONCRETE	NO SPECIFICATIONS			1.00	\$ 42.20	\$ 42.20	\$ 49.95	\$ 49.95	\$ 48.73	\$ 48.73	\$ 49.95	\$ 49.95	\$ 45.25	\$ 45.25
F021	15" PVC/CAST IRON X PVC/CAST IRON	NO SPECIFICATIONS			1.00	\$ 42.20	\$ 42.20	\$ 49.95	\$ 49.95	\$ 48.73	\$ 48.73	\$ 49.95	\$ 49.95	\$ 45.25	\$ 45.25
F022	4" SEWER SADDLE	FERMO TEST 4 OR EQUIVALENT			23.00	\$ 41.46	\$ 953.57	\$ 58.95	\$ 1,342.05	\$ 48.31	\$ 1,111.13	\$ 42.88	\$ 981.64	\$ 45.50	\$ 1,046.50
F023	6" WYE SEWER	NO SPECIFICATIONS			1.00	\$ 43.84	\$ 43.84	\$ 46.35	\$ 46.35	\$ 56.93	\$ 56.93	\$ 43.34	\$ 43.34	\$ 48.50	\$ 48.50
F024	6" 45 GASKETED ELBOW SEWER	NO SPECIFICATIONS			1.00	\$ 22.49	\$ 22.49	\$ 23.76	\$ 23.76	\$ 23.85	\$ 23.85	\$ 22.22	\$ 22.22	\$ 24.50	\$ 24.50
F025	6" 90 GASKETED ELBOW SEWER	NO SPECIFICATIONS			1.00	\$ 25.63	\$ 25.63	\$ 74.95	\$ 74.95	\$ 75.22	\$ 75.22	\$ 70.09	\$ 70.09	\$ 77.00	\$ 77.00
F026	3" x 4" PVC/CAST IRON X PVC/CAST IRON	NO SPECIFICATIONS			32.00	\$ 5.56	\$ 178.02	\$ 5.94	\$ 190.08	\$ 5.79	\$ 185.28	\$ -	\$ -	\$ 5.50	\$ 176.00
						\$ 2,061.18		\$ 2,650.23		\$ 2,406.32		\$ 2,277.66		\$ 2,264.50	
Section G: YARD				Consolidated Pipe				Core & Main		Ferguson		Fortilne		Johnson County WinWater	
COB ID	Description	Specifications		Specifications	Historical quantity / potential estimate for life of contract	Cost Each	Total Cost	Cost Each	Total Cost	Cost Each	Total Cost	Cost Each	Total Cost	Cost Each	Total Cost
G001	PVC PIPE 2" X 20' BELLED SCH-40 (LF)	NO SPECIFICATIONS			75.00	\$ 1.78	\$ 133.50	\$ 3.23	\$ 242.25	\$ 1.29	\$ 96.45	\$ -	\$ -	\$ 2.00	\$ 150.00
G002	PVC PIPE 3" SCH-40 (LF)	NO SPECIFICATIONS			50.00	\$ 3.89	\$ 194.50	\$ 4.66	\$ 233.00	\$ 2.45	\$ 122.50	\$ -	\$ -	\$ 3.25	\$ 162.50
G003	4" X 20' PVC PIPE C-900 (LF)	NO SPECIFICATIONS		C900 DR18	275.00	\$ 6.26	\$ 1,721.50	\$ 8.93	\$ 2,490.75	\$ 5.77	\$ 1,586.75	\$ -	\$ -	\$ 6.05	\$ 1,663.75
G004	6" X 20' PVC PIPE C-900 (LF)	NO SPECIFICATIONS		C900 DR16	150.00	\$ 12.80	\$ 1,920.00	\$ 17.00	\$ 2,550.00	\$ 11.79	\$ 1,768.50	\$ -	\$ -	\$ 12.35	\$ 1,852.50
G005	8" X 20' PVC PIPE C-900 (LF)	NO SPECIFICATIONS		C900 DR18	150.00	\$ 21.94	\$ 3,291.00	\$ 29.16	\$ 4,374.00	\$ 20.21	\$ 3,031.50	\$ -	\$ -	\$ 21.15	\$ 3,172.50
G006	10" X 20' PVC PIPE C-900 (LF)	NO SPECIFICATIONS		C900 DR18	1.00	\$ 32.92	\$ 32.92	\$ 43.74	\$ 43.74	\$ 30.33	\$ 30.33	\$ -	\$ -	\$ 31.75	\$ 31.75
G007	12" X 20' PVC PIPE C-900 (LF)	NO SPECIFICATIONS		C900 DR18	1.00	\$ 46.35	\$ 46.35	\$ 61.60	\$ 61.60	\$ 42.71	\$ 42.71	\$ -	\$ -	\$ 44.75	\$ 44.75
G008	16" X 20' PVC PIPE C-900 (LF)	NO SPECIFICATIONS		C900 DR18	1.00	\$ -	\$ -	\$ 97.86	\$ 97.86	\$ 91.03	\$ 91.03	\$ -	\$ -	\$ 75.00	\$ 75.00
G009	4" X 14" SDR-35 (LF)	NO SPECIFICATIONS			245.00	\$ 2.47	\$ 605.15	\$ 3.29	\$ 806.05	\$ 2.30	\$ 563.50	\$ -	\$ -	\$ 2.40	\$ 588.00
G010	6" X 14" SDR-35 (LF)	NO SPECIFICATIONS			245.00	\$ 5.72	\$ 1,401.40	\$ 7.80	\$ 1,892.00	\$ 5.27	\$ 1,291.15	\$ -	\$ -	\$ 7.35	\$ 1,800.75
G011	8" X 14" SDR-35 (LF)	NO SPECIFICATIONS			35.00	\$ 10.41	\$ 364.35	\$ 13.81	\$ 483.35	\$ 9.60	\$ 336.00	\$ -	\$ -	\$ 13.25	\$ 463.75
G012	10" X 14" SDR-35 (LF)	NO SPECIFICATIONS			1.00	\$ 16.17	\$ 16.17	\$ 21.47	\$ 21.47	\$ 14.90	\$ 14.90	\$ -	\$ -	\$ 20.75	\$ 20.75
G013	12" X 14" SDR-35 (LF)	NO SPECIFICATIONS			1.00	\$ 30.83	\$ 30.83	\$ 30.90	\$ 30.90	\$ 21.45	\$ 21.45	\$ -	\$ -	\$ 29.75	\$ 29.75
G014	15" X 14" SDR-35 (LF)	NO SPECIFICATIONS			1.00	\$ 46.28	\$ 46.28	\$ 45.61	\$ 45.61	\$ 31.65	\$ 31.65	\$ -	\$ -	\$ 44.75	\$ 44.75
G015	24" MANHOLE RING AND LID w/ CITY OF BURLESON LOGO AND "DIPPED"	W/ CITY OF BURLESON LOGO AND "DIPPED"	AND	BASS & HAYS	6.00	\$ 344.00	\$ 2,064.00	\$ 547.11	\$ 3,282.66	\$ 559.27	\$ 3,355.62	\$			

G034	3P OD X 24" ID X 2.25 CRETEX PRO RING RISER	CRETEX PRO RING SP-C3624F225			3.00	\$	86.77	\$	260.31	\$	111.33	\$	333.99	93.30	\$	279.90	\$	-	\$	80.50	\$	241.50	
G035	3P OD X 24" ID X 2.50 CRETEX PRO RING RISER	CRETEX PRO RING SP-C3624F250			3.00	\$	86.77	\$	260.31	\$	119.33	\$	357.99	99.78	\$	299.34	\$	-	\$	86.25	\$	258.75	
G036	3P OD X 24" ID X 4" CRETEX PRO RING RISER	CRETEX PRO RING SP-C3624G400P			8.00	\$	127.89	\$	1,023.08	\$	175.33	\$	1,402.64	147.09	\$	1,176.72	\$	-	\$	127.25	\$	1,018.00	
G037	3P OD X 24" ID X 4" CRETEX PRO RING RISER	CRETEX PRO RING SP-C3624G600P			10.00	\$	176.98	\$	1,769.77	\$	242.07	\$	2,426.70	203.58	\$	2,035.80	\$	-	\$	176.00	\$	1,760.00	
G038	M-1 ADHESIVE 28OZ CARTRIDGE	SP-C2H1ADHESIVE			1.00	\$	30.00	\$	30.00	\$	32.00	\$	32.00	27.91	\$	27.91	\$	-	\$	200.00	\$	200.00	
G039	255 GAUL DISPENSER GUN	SP-C2C2AULGUN			1.00	\$	20.00	\$	20.00	\$	373.33	\$	373.33	313.20	\$	313.20	\$	-	\$	40.00	\$	40.00	
G040	SHORTY STACK AND LID	NO SPECIFICATIONS			13.00	\$	67.01	\$	871.15	\$	81.33	\$	1,057.29	54.67	\$	710.71	\$	-	\$	116.00	\$	1,508.00	
G041	SHORTY STACK (LID ONLY)	NO SPECIFICATIONS			8.00	\$	15.17	\$	121.38	\$	19.33	\$	154.64	16.36	\$	130.88	\$	-	\$	33.00	\$	264.00	
G042	1" VALVE BOX LID ONLY	NO SPECIFICATIONS			6.00	\$	14.79	\$	48.76	\$	15.25	\$	95.50	15.60	\$	93.60	\$	-	\$	36.00	\$	216.00	
G043	1" VALVE BOX LID RISER	NO SPECIFICATIONS			1.00	\$	18.91	\$	18.91	\$	20.00	\$	20.00	19.93	\$	19.93	\$	-	\$	31.00	\$	31.00	
G044	2" VALVE BOX LID RISER	NO SPECIFICATIONS			1.00	\$	24.66	\$	24.66	\$	28.60	\$	28.60	26.00	\$	26.00	\$	-	\$	43.00	\$	43.00	
G045	4" VALVE BOX LID RISER	NO SPECIFICATIONS			1.00	\$	36.16	\$	36.16	\$	25.81	\$	25.81	42.58	\$	42.58	\$	-	\$	63.00	\$	63.00	
G046	VALVE BOX EXTENSION W/ LID SHORT (18"-24")	NO SPECIFICATIONS			4.00	\$	76.44	\$	305.75	\$	71.49	\$	285.96	58.55	\$	234.20	\$	-	\$	146.00	\$	584.00	
G047	VALVE BOX TOP SECTION ONLY (18"-24")	NO SPECIFICATIONS			4.00	\$	20.56	\$	82.21	\$	23.83	\$	95.32	21.91	\$	87.64	\$	-	\$	70.00	\$	280.00	
G048	VALVE BOX BOTTOM SECTION ONLY (18"-24")	NO SPECIFICATIONS			4.00	\$	38.63	\$	154.53	\$	32.41	\$	129.64	29.80	\$	119.20	\$	-	\$	69.00	\$	344.00	
G049	VALVE BOX EXTENSION W/ LID LONG (24"-36")	NO SPECIFICATIONS			4.00	\$	96.98	\$	387.91	\$	95.33	\$	381.32	69.33	\$	277.32	\$	-	\$	250.00	\$	1,000.00	
G050	VALVE BOX TOP SECTION ONLY (24"-36")	NO SPECIFICATIONS			4.00	\$	28.11	\$	112.46	\$	35.27	\$	141.08	32.43	\$	129.72	\$	-	\$	92.00	\$	368.00	
G051	VALVE BOX BOTTOM SECTION ONLY (24"-36")	NO SPECIFICATIONS			4.00	\$	38.63	\$	154.53	\$	44.80	\$	179.20	40.73	\$	162.92	\$	-	\$	112.00	\$	448.00	
G052	6" X 12" MJ CAST IRON SLEEVE/COUPLING	NO SPECIFICATIONS			4.00	\$	99.13	\$	398.51	\$	114.99	\$	459.96	96.90	\$	387.60	\$	-	\$	101.00	\$	404.00	
G053	8" X 12" MJ CAST IRON SLEEVE/COUPLING	NO SPECIFICATIONS			4.00	\$	159.21	\$	637.24	\$	184.80	\$	739.20	155.73	\$	622.92	\$	-	\$	183.25	\$	693.00	
G054	10" X 12" MJ CAST IRON SLEEVE/COUPLING	NO SPECIFICATIONS			3.00	\$	199.07	\$	572.00	\$	221.17	\$	683.51	186.38	\$	559.14	\$	-	\$	195.25	\$	595.75	
G055	12" X 12" MJ CAST IRON SLEEVE/COUPLING	NO SPECIFICATIONS			3.00	\$	256.41	\$	769.24	\$	297.44	\$	892.32	247.87	\$	743.61	\$	-	\$	262.50	\$	787.50	
G056	6" MJ CAST IRON TEE	NO SPECIFICATIONS			1.00	\$	156.78	\$	156.78	\$	181.87	\$	181.87	153.26	\$	153.26	\$	-	\$	160.50	\$	160.50	
G057	8" MJ CAST IRON TEE	NO SPECIFICATIONS			1.00	\$	234.67	\$	234.67	\$	272.21	\$	272.21	226.84	\$	226.84	\$	-	\$	240.25	\$	240.25	
G058	6" MJ CAST IRON CAPS	NO SPECIFICATIONS			1.00	\$	44.51	\$	44.51	\$	51.63	\$	51.63	43.51	\$	43.51	\$	-	\$	45.50	\$	45.50	
G059	8" MJ CAST IRON CAPS	NO SPECIFICATIONS			1.00	\$	72.83	\$	72.83	\$	84.48	\$	84.48	71.19	\$	71.19	Incomplete Bid	\$	5,843.46	\$	74.50	\$	74.50
							Incomplete Bid		\$	24,864.72			\$	34,651.38							\$	30,663.71	

#### Section H: VALVE & HYDRANT

COB ID	Description	Specifications	Historical quantity / potential estimate for life of contract
H001	2" I.P. X 1.P. HANDWHEEL VALVE ( DOMESTIC)		3.00
H002	2" I.P. X 1.P. SQUARE NUT VALVE ( DOMESTIC)		3.00
H003	2" I.P. X FLANGE SQUARE NUT VALVE ( DOMESTIC)		1.00
H004	2" FLANGE X FLANGE SQUARE NUT VALVE ( DOMESTIC)		1.00
H005	4" MJ X MJ SQUARE NUT VALVE ( DOMESTIC)		1.00
H006	4" MJ X FLANGE SQUARE NUT VALVE ( DOMESTIC)		1.00
H007	4" FLANGE X FLANGE SQUARE NUT VALVE ( DOMESTIC)		1.00
H008	6" MJ X MJ SQUARE NUT VALVE ( DOMESTIC)		1.00
H009	6" MJ X FLANGE SQUARE NUT VALVE ( DOMESTIC)		1.00
H010	6" FLANGE X FLANGE SQUARE NUT VALVE ( DOMESTIC)		1.00
H011	8" MJ X MJ SQUARE NUT VALVE ( DOMESTIC)		1.00
H012	8" MJ X FLANGE SQUARE NUT VALVE ( DOMESTIC)		3.00
H013	8" FLANGE X FLANGE SQUARE NUT VALVE ( DOMESTIC)		1.00
H014	4 BURIED HYDRANT - SILVER IN COLOR	CLOW MEDALLION OR MUELLER SUPER CENTURION	OR EJ WaterMaster SCD250
H015	4 BURIED HYDRANT - SILVER IN COLOR	CLOW MEDALLION OR MUELLER SUPER CENTURION	OR EJ WaterMaster SCD250
H016	2" FLANGE ACCESSORY KIT		1.00
H017	3" FLANGE ACCESSORY KIT		1.00
H018	4" FLANGE ACCESSORY KIT		1.00
H019	6" FLANGE ACCESSORY KIT		1.00
H020	8" FLANGE ACCESSORY KIT		1.00
H021	10" FLANGE ACCESSORY KIT		1.00
H022	12" FLANGE ACCESSORY KIT		1.00

#### Consolidated Pipe

Cost Each		Total Cost	Cost Each		Total Cost	Cost Each		Total Cost	Cost Each		Total Cost	Cost Each		Total Cost
\$	434.97	\$ 1,304.90	\$	422.10	\$ 1,266.30	\$	447.04	\$ 1,341.12	\$	-	\$ 385.00	\$	-	\$ 1,155.00
\$	434.97	\$ 1,304.90	\$	422.10	\$ 1,266.30	\$	389.08	\$ 1,167.24	\$	-	\$ 385.00	\$	-	\$ 1,155.00
\$	-	-	NO BID			\$	474.21	\$ 474.21	\$	-	\$ -	\$	-	-
\$	445.93	\$ 445.93	\$	432.46	\$ 432.46	\$	398.93	\$ 398.93	\$	-	\$ 395.00	\$	-	\$ 395.00
\$	712.76	\$ 712.76	\$	691.66	\$ 691.66	\$	637.39	\$ 637.39	\$	594.00	\$ 594.00	\$	-	\$ 640.00
\$	712.76	\$ 712.76	\$	661.06	\$ 661.06	\$	591.72	\$ 591.72	\$	566.00	\$ 566.00	\$	-	\$ 640.00
\$	706.67	\$ 706.67	\$	685.36	\$ 685.36	\$	614.49	\$ 614.49	\$	593.00	\$ 593.00	\$	-	\$ 640.00
\$	909.53	\$ 909.53	\$	882.90	\$ 882.90	\$	813.00	\$ 813.00	\$	748.00	\$ 748.00	\$	-	\$ 800.00
\$	909.53	\$ 909.53	\$	882.90	\$ 882.90	\$	813.00	\$ 813.00	\$	756.00	\$ 756.00	\$	-	\$ 800.00
\$	944.25	\$ 944.25	\$	916.20	\$ 916.20	\$	844.26	\$ 844.26	\$	783.00	\$ 783.00	\$	-	\$ 800.00
\$	1,448.67	\$ 1,448.67	\$	1,404.90	\$ 1,404.90	\$	1,294.84	\$ 1,294.84	\$	1,205.00	\$ 1,205.00	\$	-	\$ 1,285.00
\$	1,421.25	\$ 4,263.76	\$	1,379.26	\$ 4,137.78	\$	1,270.43	\$ 3,811.29	\$	1,182.00	\$ 3,546.00	\$	-	\$ 3,855.00
\$	1,476.08	\$ 1,476.08	\$	1,431.90	\$ 1,431.90	\$	1,319.31	\$ 1,319.31	\$	1,218.00	\$ 1,218.00	\$	-	\$ 1,320.00
\$	2,977.80	\$ 8,933.41	\$	2,854.54	\$ 8,563.62	\$	2,830.14	\$ 8,490.42	\$	2,525.00	\$ 7,575.00	\$	-	\$ 8,100.00
\$	3,116.15	\$ 9,346.45	\$	2,987.02	\$ 8,961.06	\$	2,861.51	\$ 8,844.53	\$	2,642.00	\$ 7,926.00	\$	-	\$ 8,400.00
\$	7.61	\$ 7.61	\$ 5.22	\$ 5.22	\$ 5.89	\$ 5.89	\$ 5.89	\$ 5.89	\$	-	\$ 10.00	\$	-	\$ 10.00
\$	9.21	\$ 9.21	\$ 6.18	\$ 6.18	\$ 5.99	\$ 5.99	\$ 5.99	\$ 5.99	\$	-	\$ 10.00	\$	-	\$ 10.00
\$	13.24	\$ 13.24	\$ 10.57	\$ 10.57	\$ 9.69	\$ 9.69	\$ 9.69	\$ 9.69	\$	-	\$ 11.00	\$	-	\$ 11.00
\$	20.37	\$ 20.37	\$ 17.20	\$ 17.20	\$ 14.68	\$ 14.68	\$ 14.68	\$ 14.68	\$	-	\$ 15.00	\$	-	\$ 15.00
\$	23.21	\$ 23.21	\$ 17.94	\$ 17.94	\$ 21.28	\$ 21.28	\$ 21.28	\$ 21.28	\$	-	\$ 18.00	\$	-	\$ 18.00
\$	49.68	\$ 49.68	\$ 39.31	\$ 39.31	\$ 34.89	\$ 34.89	\$ 34.89	\$ 34.89	\$	-	\$ 35.00	\$	-	\$ 35.00
\$	55.14	\$ 55.14	\$ 40.17	\$ 40.17	\$ 41.38	\$ 41.38	\$ 41.38	\$ 41.38	\$	-	\$ 38.00	\$	-	\$ 38.00
		\$ 33,600.03	\$ 32,317.99	\$ 31,629.45	\$ 31,629.45	Incomplete Bid		\$ 25,510.00			\$ 30,162.00			

K002	1 1/2" HUNTER GLOBE VALVE	HUNTER ICV151G, 1-1/2" NPT, 200 PSI	13.00		\$ -	\$ 135.11	\$ 1,756.43	139.00	\$ 1,807.00	\$ -	\$ 200.00	\$ 2,600.00
K003	HUNTER CONTROLLER	HUNTER SVC-100 w/ SOLENOID	13.00		\$ -	\$ 146.29	\$ 1,901.77	144.00	\$ 1,872.00	\$ -	\$ 200.00	\$ 2,600.00
K004	3" X 2" BRASS TEE		3.00		\$ -	\$ 442.65	\$ 1,327.95	392.28	\$ 1,176.84	\$ -	\$ 425.00	\$ 1,275.00
K005	3" PVC THREADED PLUG	Domestic	6.00	\$ 3.30	\$ 19.80	\$ 4.78	\$ 28.68	3.53	\$ 21.19	\$ -	\$ -	\$ -
K006	3" SDR35 PVC MALE X GLUE		1.00	\$ 16.32	\$ 16.32	\$ 4.05	\$ 4.05	18.19	\$ 18.19	\$ -	\$ -	\$ -
K007	3" SDR35 PVC PIPE		1.00		\$ -	\$ 5.02	\$ 5.02	NO BID	-	\$ -	\$ -	\$ -
K008	3" SDR35 COUPLING		1.00	\$ 2.47	\$ 2.47	\$ 6.40	\$ 6.40	2.62	\$ 2.62	\$ -	\$ -	\$ -
K009	4" NDS BOTTOM OUTLET		6.00		\$ -	\$ 56.63	\$ 339.78	3.45	\$ 20.70	\$ -	\$ 10.00	\$ 60.00
K010	NDS END CAP FOR BOTTOM OUTLET		19.00		\$ -	\$ 9.38	\$ 178.22	2.32	\$ 44.08	\$ -	\$ 10.00	\$ 190.00
					Incomplete Bid	\$ 38.49	\$ 8,424.41	\$ 7,453.41				\$ 9,260.00





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## City Council Regular Meeting

**DEPARTMENT:** Public Works & Engineering  
**FROM:** Errick Thompson, P.E., CFM®, Director  
**MEETING:** November 13, 2023

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**SUBJECT:**

Consider approval of a one year contract with Consolidated Pipe & Supply for the purchase of water and wastewater supplies in accordance with ITB 2023-023 Sections E in the amount of \$3,256.82. (*Staff Presenter: Errick Thompson, Director of Public Works & Engineering*)

**SUMMARY:**

The City purchases various materials that facilitate maintenance and operation of the water and wastewater systems each year. These materials include pipe, pipe fittings, fire hydrants, valves and various sewer related items.

The bid was divided into 11 sections of material type and the vendor with the lowest overall cost for that section is recommended for award. Quantities for each item are estimated based on the purchase volumes over historical three years. The exact quantities purchased from the proposed contract will be based upon actual maintenance and operational needs. The contract is for one year with the option of up to four one-year renewals.

Consolidated Pipe & Supply provided lowest bids for two sections of the bid: Section E - Tapping Saddles and Section F - Sewer Fittings & Couplings.

The Purchasing Division of Administrative Services opened bids for purchase ITB 2023-023 on September 12, 2023. Bid requests were sent to all vendors registered to do business with the City of Burleson for these commodities. The bid was also advertised in the Fort Worth Star-Telegram newspaper on August 27, 2023 and September 3, 2023. The initial contract period is November 13, 2023 through September 30, 2024. Annual renewals will require City Council approval. Five vendors submitted bids, Consolidated Pipe & Supply, Core & Main LP, Ferguson Enterprises LLC, Fortiline Inc., and Johnson County WinWater. City staff analyzed the bids provided by the vendors. The vendor with the lowest overall cost in each section is recommended for award of that section.

While this is a unit cost agreement, due to market volatility this agreement allows the vendor to submit pricing adjustments on a quarterly basis instead of annually. Any requested adjustments by the vendor will be reviewed for approval by the City.

**OPTIONS:**

- 1) Approve a unit price contract with Consolidated Pipe & Supply for the purchase of various water and wastewater supplies included in ITB 2023-023 Sections E and F with term ending September 30, 2024 in the amount of \$3,256.82.
- 2) Deny the contract.

**RECOMMENDATION:**

Approve a unit price contract with Consolidated Pipe & Supply for the purchase of various water and wastewater supplies included in ITB 2023-023 Sections E and F with term ending September 30, 2024 in the amount of \$3,256.82.

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

None

**FISCAL IMPACT:**

Budgeted Y/N: Y  
Fund Name: Water/Wastewater  
Full Account #s: 5017101-63020  
Amount: \$1,195.64

Budgeted Y/N: Y  
Fund Name: Water/Wastewater  
Full Account #s: 5017102-63025  
Amount: \$2,061.18

**STAFF CONTACT:**

Errick Thompson, P.E., CFM®  
Director of Public Works & Engineering  
[ethompson@burlesontx.com](mailto:ethompson@burlesontx.com)  
817-426-9610

# Annual Contracts

Water and Wastewater Pipe &  
Appurtenances  
ITB 2023-023

City Council  
November 13, 2023



# Background

- Annual contracts used to purchase various water and wastewater parts such as pipe, pipe fittings, fire hydrants, valves and manhole rings and lids
- Latest contract expired September 30, 2023
- Invitation to Bid published in Fort Worth Star-Telegram (August 27, 2023 and September 3, 2023) and managed through the City's electronic procurement portal



# Background (cont'd)

- Bid divided into 11 sections of material type and the vendor with lowest overall cost for that section is recommended for award
- Quantities for each item are estimated based upon three years' purchase volumes
- Unit price contracts with four vendors recommended
- One-year initial contracts with up to four, one-year renewals
  - Initial contracts November 13, 2023 through September 30, 2024
  - Annual renewals require City Council approval



# Bid Results Summary

Bid Section	Description	Amount	Vendor
A	Brass Low Lead Non-Compression	\$22,685.07	Ferguson
B	Brass Low Lead Compression	\$17,252.91	Core & Main
C	Dresser Couplings	\$6,204.87	Johnson County WinWater
D	Leak Clamps	\$6,276.91	Ferguson
E	Tapping Saddles	\$1,195.64	Consolidated Pipe
F	Sewer Fittings & Couplings	\$2,061.18	Consolidated Pipe
G	Yard	\$28,183.41	Ferguson
H	Valve & Hydrant	\$30,162.00	Johnson County WinWater
I	Meter Boxes	\$8,138.47	Core & Main
J	ROW Cleanout Misc.	\$409.50	Ferguson
K	Flush Valve Misc.	\$7,453.41	Ferguson
		<b>\$130,023.37</b>	

# Action Requested

recommended



Consider approval of unit price contracts for the purchase of water and wastewater pipe & appurtenances from Consolidated Pipe & Supply in the amount \$3,256.82, Core & Main LP in the amount \$25,391.38, Ferguson Enterprises LLC in the amount \$65,008.30, and Johnson County WinWater in the amount \$36,366.87



Deny the contracts



## INVITATION TO BID

**Bid Reference Number:** 2023-023

**Project Title:** Pipe and Appurtenances

ANTICIPATED SCHEDULE	
ITB Issue Date	Sunday, August 27, 2023
ITB Publication Dates	Sunday August 27, 2023 & Sunday September 3, 2023
Deadline for Questions	Tuesday September 5, 2023 @ 10:00am CST
Bids Due	Tuesday September 12, 2023 @ 1:00pm CST
Recommendation to City Council	October 2, 2023

### Important Information

The City of Burleson will receive sealed Bids for the services specified until the deadline indicated above. Bids will only be received electronically through the City's e-procurement system, Bonfire, at <https://burlesontx.bonfirehub.com> (registration required). ***Extensions will not be granted. Late submittals will not be accepted.***

Questions and requests for additional information should be made in writing and no later than the questions deadline above and shall be directed to the Purchasing Agent via <https://burlesontx.bonfirehub.com>.

Any interpretations, corrections, clarifications, or changes to this Request for Bids or specifications will be issued via addendum. Addenda will be posted at <https://burlesontx.bonfirehub.com>. It is the responsibility of the respondent to monitor the Bonfire website for addenda. **Bidders shall acknowledge receipt of each addendum by submitting a signed copy with their Bid. Oral explanations will not be binding.**

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

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**1. Introduction**

- A. Project Overview: The City of Burleson ("City") is requesting Bids with the intent of awarding a contract for Pipe and Appurtenances for the Water and Wastewater division of Public Works for a twelve-month period beginning upon City Council approval.

**2. Definitions**

Bid Document: The signed and executed submittal of the entirety of Appendix B –Bid Document.

Bidder: The Bidder and Bidder's designated contact signing the first page of the Bid Document.

City of Burleson ("City"): The City of Burleson, Texas.

Project: The name of this Invitation to Bid as identified on the cover sheet and first page of Appendix A – Scope of Services.

Purchasing Agent: The City of Burleson Purchasing Agent is Andrea Anderson.

Phone: (817) 426-9847

E-Mail: [purchasing@burlesontx.com](mailto:purchasing@burlesontx.com)

Invitation to Bid (ITB): The entirety of this document, including all Appendices and Addenda.

Scope of Services: The entirety of Appendix A.

**3. General Information**

- A. Tax Exempt Status: City purchases are exempt from State Sales Tax and Federal Excise Tax. Do not include tax in the Bid. City will furnish Excise Tax Exemption Certificate upon request.
- B. Public Inspection of Bids: The City strictly adheres to the Texas Public Information Act (Texas Government Code Chapter 552.001, et seq.) and all other governing statutes, regulations, and laws regarding the disclosure of ITB information. Bids are not available for public inspection until after the contract award. If the Bidder has notified the City, in writing, that the Bid contains trade secrets or confidential information, the City will generally take reasonable steps to prevent disclosure of such information, in accordance with the Public Information Act. This is a statement of general policy only, and in no event shall the City be liable for disclosure of such information by the City in response to a request, regardless of the City's failure to take any such reasonable steps, even if the City is negligent in failing to do so.
- C. Notification of Errors or Omissions: Bidders shall promptly notify the City of any omissions, ambiguity, inconsistency or error that they may discover upon examination of this ITB. The City shall not be responsible or liable for any errors and/or misrepresentation that result from the solicitations which are inadvertently incomplete, ambiguous, inconsistent or obviously erroneous.
- D. Anti-Boycotting Provisions. Vendor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

City of Burleson ITB 2023-023  
Pipe and Appurtenances

- E. 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.
- F. 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.
- G. 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.

**4. ITB Withdrawals and/or Amendments**

- A. ITB Withdrawal: The City reserves the right to withdraw this ITB for any reason.
- B. ITB Amendments: The City reserves the right to amend any aspect of this ITB by formal written addendum prior to the Bid submittal deadline and will endeavor to notify all potential Bidders that have registered with the City, but failure to notify shall impose no obligation or liability on the City.

**5. Bid Submittal Requirements**

- A. Submittal Packet – Required Content: All Bids must be submitted electronically. The Bidder must visit <https://burlesontx.bonfirehub.com/login> and register. Once registered for this complimentary service, the Bidder may submit Bid documents electronically by selecting the appropriate Bid identification.
- B. Submittal Deadline: It is the Bidder's responsibility to have the Bid Documents correctly electronically submitted by the submittal deadline. No extensions will be granted and no late submissions will be accepted.
- C. Bids Received Late: Bidders are encouraged to submit their Bids as soon as possible. The time and date of receipt as recorded within the Bonfire electronic system shall be the official time of receipt. The City is not responsible for late submission regardless of the reason. Late Bids will not be considered under any circumstances.
- D. Alterations or Withdrawals of Bid Document: Any submitted Bid may be withdrawn or a revised Bid substituted prior to the submittal deadline. Bid documents cannot be altered, amended or withdrawn by the Bidder after the submittal deadline, unless such alteration, amendment or withdrawal notice is approved in writing by the Purchasing Agent.



**6. Bid Evaluation and Contract Award**

**A. Bid Evaluation and Contract Award Process:**

The City will evaluate all Bids to determine which Bidders are reasonably qualified for the award of the contract, applying the anticipated evaluation factors and emphasis to be placed on each factor as identified in the Scope of Services. The City may, at its option, conduct discussions with or accept Bid revisions from any reasonably qualified Bidder. The City reserves the right to determine which Bid will be most advantageous to the City.

**B. Contract Award**

An award of a contract to provide the goods or services specified herein will be made using competitive sealed Bids, in accordance with Chapter 252 of the Texas Local Government Code and with the City's purchasing policy. The City's Standard Terms & Conditions have been provided with this ITB. The Bidder must submit and objections to the contract along with responses. A fully executed contract shall be comprised of the following documents:

- i. This Request for Bid, including all attachments
- ii. The successful Bidder's Bid.

C. **Completeness:** If the Bid is incomplete or otherwise fails to conform to the requirements of the ITB, the City alone will determine whether the variance is so significant as to render the Bid non-responsive, or whether the variance may be cured by the Bidder or waived by the City, such that the Bid may be considered for award.

D. **Ambiguity:** Any ambiguity in the Bid as a result of omission, error, lack of clarity or non-compliance by the Bidder with specifications, instructions and all conditions shall be construed in the favor of the City. In the event of a conflict between these standard ITB requirements and details provided in Appendix A – Scope of Services or Appendix B – Bid, the Appendices shall prevail.

E. **Unit Prices and Extensions:** If unit prices and their extensions do not coincide, the City may accept the price most beneficial to the City, and the Bidder will be bound thereby.

F. **Additional Information:** The City may request any other information necessary to determine Bidder's ability to meet the minimum standards required by this ITB.

G. **Partial Contract Award:** The City reserves the right to award one contract for some or all the requirements proposed or award multiple contracts for various portions of the requirements to different Bidders based on the unit prices proposed in response to this request, or to reject any and all Bids and re-solicit for Bids, as deemed to be in the best interest of the City.

H. **Cooperative Governmental Purchasing Notice:** Other governmental entities maintaining interlocal agreements with the City, may desire, but are not obligated, to purchase goods and services defined in this ITB from the successful Bidder. All purchases by governmental entities, other than the City, will be billed directly to and paid by that governmental entity. The City will not be responsible for another governmental entity's debts. Each governmental entity will place their own orders with the successful Bidder and be responsible for ensuring full compliance with the ITB specifications. Prior to other governmental entities placing orders, the City will notify the successful Bidder of their intent.

I. **Billing for Services; Payment:** Successful Bidders are encouraged to register through the City's Vendor Self Service portal to submit payment requests, invoices, and set up direct deposit prior to providing

goods and/or services. Register and submit required documentation on the website at <https://burlesontx.munisselfservice.com/vss/Vendors/default.aspx>

J. Terminate for Cause: The occurrence of any one or more of the following events will justify termination of the contract by the City of Burleson for cause:

1. The successful Bidder fails to perform in accordance with the provisions of these specifications; or
2. The successful Bidder violates any of the provisions of these specifications; or
3. The successful Bidder disregards laws or regulations of any public body having jurisdiction; or
4. The successful Bidder transfers, assigns, or conveys any or all of its obligations or duties under the contract to another party(ies) without written consent of the City.
5. If one or more of the events identified in subparagraphs J.1 through J.4 occurs, the City may terminate the contract by giving the successful Bidder seven (7) days written notice. In such case, the successful Bidder shall only be entitled to receive payment for goods and services provided before the effective date of termination. The successful Bidder shall not receive any payment on account of loss of anticipated profits or revenue or other economic loss resulting from such termination.
6. When the contract has been so terminated by the City, such termination shall not affect any rights or remedies of the City then existing or which may thereafter accrue.

K. Terminate for Convenience: This contract may be cancelled or terminated at any time by giving vendor thirty (30) days written notice. Bidder may be entitled to payment for services actually performed; to the extent said services are satisfactory.

## **Appendix A – Scope of Services**

### **1. Scope of Services Description**

The City of Burleson, Texas is seeking bids for Pipe and Appurtenances for the Water and Wastewater division of Public Works for a twelve-month period, beginning upon City Council approval.

At the City's discretion, the effective change rate shall be based on either the local or national index average rate for all items. If agreement cannot be reached, the contract is terminated at the end of the current contract period.

Should funding not be approved by the City Council for any given budget year during the contract term, the contract will become null and void upon the completion of the appropriated funding. The following specifications are intended to indicate a certain level of performance. The City reserves the right to determine products and support of equal value, and whether other brands or models meet the City's product and support needs.

Bids may also be awarded according to section or category (i.e. brass, leak clamps, yard, etc.) or be awarded in its entirety at the discretion of the City of Burleson.

Please reference separate "bid form" and fill in applicable pricing including shipping.

### **3. Brand Manufacture Reference**

The City has determined that any manufacturer's brand defined in the Scope of Services meets the City's product and support need. The manufacturer's reference is not intended to be restrictive and is only descriptive of the type and quality the City desires to purchase. Bids for similar manufactured products of like quality will be considered if the Bid is fully noted with the manufacturer's brand name and model. The City reserves the right to determine products and support of equal value, and whether other brands or models meet the City's product and support needs.

## Appendix B – Bid

Submittal Checklist: (To determine validity of Bid)

\_\_\_\_\_ Appendix B must be included in the Bid submittal

\_\_\_\_\_ Appendix C Standard Terms & Conditions

\_\_\_\_\_ Conflict of Interest Questionnaire \_\_\_\_\_ House Bill 89 Verification Form (public files in Bonfire)

\_\_\_\_\_ Form 1295 Certificate of Interested Party (Public files in Bonfire)

\_\_\_\_\_ W9 (Public files in Bonfire)

All Bids submitted to the City of Burleson shall include this page with the submitted Bid.

ITB Number:

2023-023

Project Title:

Pipe and Appurtenances

Submittal Deadline:

Tuesday, September 12, 2023 at 1:00 PM (CST)

Submit Electronically\* to:

<https://burlesontx.bonfirehub.com/login>

\* Requires email account login and password.

### Bidder Information:

Bidder's Legal Name:

Consolidated Pipe & Supply

Address:

12319 N. Saginaw Blvd

City, State & Zip

Ft. Worth, TX, 76179

Federal Employers

Identification Number #

63-0418384

Phone Number:

682-610-9714

Fax Number:

N/A

E-Mail Address:

logan.berny@cpspipe.com

### Bidder Authorization

I, the undersigned, have the authority to execute this Bid in its entirety as submitted and enter into a contract on behalf of the Bidder.

Printed Name and Position of Authorized Representative:

Logan Berny

Signature of Authorized Representative:

[Signature]

Signed this 12 (day) of September (month), 2023 (year)

I learned of this Request for Bids by the following means:

☐ Newspaper Advertisement

☒ Bonfire

☐ Other

## Appendix B – Bid (continued)

### **1. REQUIRED BID INFORMATION. IN ORDER FOR A BID TO BE CONSIDERED COMPLETE, AND TO BE EVALUATED FOR A CONTRACT AWARD BY THE CITY, BIDDER MUST SUBMIT ALL OF THE FOLLOWING INFORMATION:**

#### **A. Proposed Products and/or Services**

Bidders should utilize this section to describe the technical aspects, capabilities, features and options of the product and/or service proposed in accordance with the required Scope of Services as identified in Appendix A. Promotional literature, brochures, or other technical information may be used.

#### **B. Additional Hardware Descriptions:** Bidders should also include in this section a detailed description of what additional hardware and/or software, if any, would be required by the City in order to fully utilize the goods and/or services proposed.

#### **C. Material Safety Data Sheets (MSDS):** If applicable, the successful Bidder shall provide the City with applicable MSDS documentation as required by applicable laws and regulations.

#### **D. Guarantees and Warranties:** Each Bidder shall submit a complete copy of any warranties or guarantees provided by the manufacturer or Bidder with the Bid submitted.

#### **E. Project Schedule/Delivery Date:** Bidder must provide a project schedule noting all projected completion dates for segments of the Project, from start-up to completion, and all delivery dates for goods covered by the ITB. The Bid Document must show the number of days required to deliver and install the product or equipment after the receipt of the City's Purchase Order.

#### **F. References:**

A list of five (5) references must be included in order for the submittal to be responsive. Vendor references must include the following:

- i. Name of the reference, organization, phone number and email.

### **3. Federal, State and/or Local Identification Information**

- A. Centralized Master Bidders List registration number: \_\_\_\_\_.
- B. Prime contractor HUB / MWBE registration number: \_\_\_\_\_.
- C. An individual Bidder acting as a sole proprietor must also enter the Bidder's Social Security Number: # \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_.

### **4. Emergency Business Services Contact Notice**

- A. During a natural disaster, or homeland security event, there may be a need for the City of Burleson to access your business for products or services after normal business hours and/or holidays. The City may request City employee pick up or vendor delivery of product or services.
- B. For this purpose, a primary and secondary emergency contact name and phone number are required. It is critical the vendor's emergency contact information remains current. City shall be contacted by E-mail with any change to a contact name or phone number of these emergency contacts.
- C. All products or services requested during an emergency event are to be supplied as per the established contract prices, terms and conditions. The vendor shall provide the fee (pricing) for an

City of Burleson ITB 2023-023  
Pipe and Appurtenances

after-hours emergency opening of the business, if any. In general, orders will be placed using a City of Burleson procurement card (Master Card) or City issued Purchase Order. The billing is to include the emergency opening fee, if applicable.

- D. The contractor shall provide the names, phone numbers and fee (pricing), if any, for an after-hours emergency opening of the business listed below.

Business Name: Consolidated Pipe & Supply  
Contract #: 2023-023  
Description: Pipe + Appurtenances  
Primary Contact (Name): Kodiak O'Leary  
Primary Contact Phone Numbers: Home: 682-209-4786 Cell: →  
Secondary Contact (Name): Logan Berry  
Secondary Contact Phone Numbers: Home: \_\_\_\_\_ Cell: 251-348-9568  
After Hours emergency opening fee, if applicable: \$ ~~250.00~~ 250.00

- E. Please indicate below if you will permit other governmental entities to purchase from your agreement with the City.

☒ Yes, Others can purchase      ☐ No, Only the City can purchase

5. Term of Contract and Option to Extend:

Any contract resulting from this ITB shall be effective for twelve-months from date of award. The City anticipates that contract shall be renewed pursuant to the availability of funds and at the discretion of the City. The following clauses shall be included in the contract:

- A. Option Clause: It is agreed that City will have the option to extend the contract for up to four (4) additional one-year renewals. To exercise this option, the City shall serve notice 30 days prior to contract termination or to the end of any one-year extension. The Option to Extend will not be considered if funding is unavailable or if the contractor's past performance is not within the industry standard.
- B. Escalation Clause: Should market conditions prevail which dictate an increase, the successful contractor may submit documentation requesting permission to increase pricing no later than 30 days after receiving notice from the City of its intent to extend the agreement. Escalation may only occur at the time of renewal and only upon securing the approval of the City in writing. Requests for price adjustments must be solely for the purpose of accommodating an increase in the contractor's cost, not profits.



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Pipe and Appurtenances

Vendors shall show in this quote their anticipated percent of escalation if/when the option to extend is exercised. The percent quoted will be a maximum. In addition, the percentage proposed will be a factor in determining the best value to the City. It is the average price over the period of the contract that will be the price factor considered in the evaluation of this quote. Quotes in which negative or no escalation is shown will be considered as 0% escalation.

## Appendix C – Standard Terms & Conditions

**1. CONTRACT TERMS AND CONDITIONS. EXCEPT WHERE BIDDER MAKES SPECIFIC EXCEPTION IN THE SUBMITTED BID, ANY CONTRACT RESULTING FROM THIS ITB WILL CONTAIN THE FOLLOWING TERMS AND CONDITIONS, WHICH BIDDER HEREBY ACKNOWLEDGES, AND TO WHICH BIDDER AGREES BY SUBMITTING A BID:**

**A. Delivery of Products and/or Services**

- i. Payment Terms: Unless otherwise specified in the Scope of Services or otherwise agreed to in writing by the City, payment terms for the City are Net 30 days upon receipt of invoice.
- ii. Warranty of Products and Services: All products furnished under this contract shall be warranted to be merchantable and good quality and fit for the purposes intended as described in this Bid, to the satisfaction of City and in accordance with the specifications, terms, and conditions of the Scope of Services, and all services performed shall be warranted to be of a good and workmanlike quality, in addition to, and not in lieu of, any other express written warranties provided.
- iii. Late Delivery or Performance: If Bidder fails to deliver acceptable goods or services within the timeframes established in the Project Schedule, the City shall be authorized to purchase the goods or services from another source and assess any increase in costs to the defaulting Bidder, who agrees to pay such costs within ten days of invoice.
- iv. Title to Goods and Risk of Loss: For goods to be provided by Bidders hereunder, if any, the title and risk of loss of the goods shall not pass to City until City actually receives, takes possession, and accepts the goods and the installation of such goods, has tested the system, and determined that it is in good and acceptable working order.
- v. FOB (delivery charges): All products offered shall be FOB final destination, with all delivery charges to be prepaid by the Bidder. The City does not accept C.O.D. or collect shipments. The contract price shall include all charges, including delivery, installation and set-up fees. All packing, crating, or other debris resulting from the delivery or set-up of the commodity purchased shall be removed and properly disposed by the successful Bidder at no additional cost to the City.
- vi. Excess or Incorrect Commodities: Products or materials delivered in error or in excess of the quantity ordered shall be returned at the successful Bidder's expense, unless otherwise agreed to in writing by the City.
- vii. Title to Goods and Risk of Loss: For goods to be provided by Bidders hereunder, if any, the title and risk of loss of the goods shall not pass to City until City actually receives, takes possession, and accepts the goods and the installation of such goods, has tested the system, and determined that it is in good and acceptable working order.

**B. Miscellaneous**

- i. Independent Contractor: Bidder agrees that Bidder and Bidder's employees and agents have no employer-employee relationship with City. Bidder agrees that if Bidder is selected and awarded a contract, City shall not be responsible for the Federal Insurance Contribution Act (FICA) payments, Federal or State unemployment taxes, income tax withholding, Workers Compensation Insurance payments, or any other insurance payments, nor will City furnish any medical or retirement benefits or any paid vacation or sick leave.

- ii. Assignments: The rights and duties awarded the successful Bidder shall not be assigned to another without the written consent of the Purchasing Agent. Such consent shall not relieve the assigner of liability in the event of default by the assignee.
- iii. Liens: Bidder shall indemnify and save harmless the City against any and all liens and encumbrances for all labor, goods, and services which may be provided to the City by Bidder or Bidder's vendor(s), and if the City requests, a proper release of all liens or satisfactory evidence of freedom from liens shall be delivered to the City.
- iv. Gratuities / Bribes: Bidder certifies that no bribes in the form of entertainment, gifts, or otherwise, were offered or given by the successful Bidder, or its agent or representative, to any City officer, employee or elected representative, with respect to this ITB or any contract with the City, and that if any such bribe is found to have been made this shall be grounds for voiding of the contract.
- v. Financial Participation: Bidder certifies that it has not received compensation from the City to participate in preparing the specifications or ITB on which the Bid is based and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.
- vi. Authority to Submit Bid and Enter Contract: The person signing on behalf of Bidder certifies that the signer has authority to submit the Bid on behalf of the Bidder and to bind the Bidder to any resulting contract.
- vii. Compliance with Applicable Law: Bidder agrees that the contract will be subject to, and Bidder will strictly comply with, all applicable federal, state, and local laws, ordinances, rules, and regulations.
- viii. Compliance with HB 89: Bidder agrees per HB 89 vendor shall not boycott Israel at any time while providing products or services to the City of Burleson.

☒ **Yes, we agree**                      ☐ **No, we do not agree**                      ☐ **N/A**

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

☒ **Yes, we agree**                      ☐ **No, we do not agree**

## 2. Financial Responsibility Provisions

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

- B. Indemnification:** Bidder agrees to defend, indemnify and hold harmless the City, all of its officers, Council members, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages and liabilities, including reasonable attorneys' fees, court costs and related expenses, arising out of, connected with, or resulting from any acts or omissions of Bidder or any agent, employee, subcontractor, or supplier of Bidder in the execution or performance of this contract without regard to whether such persons are under the direction of City agents or employees.
- C. Indemnity for Intellectual Property:** Bidder hereby warrants that the use or sale of the products, materials and services delivered hereunder will not infringe on the rights of any trade secrets, patent, copyright, registered trademark, or other intellectual property by right covering such materials and the successful Bidder agrees to indemnify and hold harmless the City for any and all costs, expenses, judgments, and damages which the City may have to pay or incur.
- i. **Bond Requirements:** Prior to the commencement of work on this Project, Bidder shall deliver to the City the following bonds issued by a good and sufficient surety licensed by the State of Texas and satisfactory to the City:
  - ii. A payment bond in the amount of 100% of the total contract amount insuring the full and prompt payment of all persons performing labor and/or furnishing materials in connection with this Project;
  - iii. A performance bond in the amount of 100% of the total contract amount insuring full, faithful, and prompt performance of the responsibilities contained in this contract within the time parameters provided herein; and
  - iv. A maintenance bond insuring full and prompt maintenance, repair and/or replacement of the goods to be provided by Bidder for a period of two years from date of acceptance by the City.

**D. Term of Contract and Option to Extend**

- i. Any contract resulting from this ITB shall be effective from the date of execution **through September 30, 2024.** The City anticipates that contract shall be renewed up to four (4) one-year terms pursuant to the availability of funds and at the discretion of the City.

# Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

**CONSOLIDATED PIPE & SUPPLY COMPANY, INC.**

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) **5**

Exemption from FATCA reporting code (if any)

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

**1205 HILLTOP PKWY**

6 City, state, and ZIP code

**BIRMINGHAM, AL 35204**

7 List account number(s) here (optional)

Requester's name and address (optional)

**REMIT TO: DEPT 3147 P O BOX 2153 BIRMINGHAM, AL 35287-3147**

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

- -

or

Employer identification number

6 3 - 0 4 1 8 3 8 4

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign  
Here

Signature of  
U.S. person ▶

*Angela Rowth*

Date ▶

*1/3/2023*

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

## TEXAS SALES AND USE TAX RESALE CERTIFICATE

Name of purchaser, firm or agency <b>Consolidated Pipe &amp; Supply Co. Inc.</b>	Phone (Area code and number) <b>205-323-7261</b>
Address (Street & number, P. O. Box or Route number) <b>POB 2472</b>	
City, State, ZIP code <b>Birmingham, AL 35201</b>	
Texas Sales or Use Tax Permit Number (or out-of-state retailer's registration number or date applied for Texas Permit – must contain 11 digits if from a Texas permit) <div style="display: flex; justify-content: space-between;"> <div><b>16304183847</b></div> <div>(Mexican retailers must show their Federal Taxpayers Registry (RFC) number on the certificate and give a copy of their Mexican registration form to the seller.)</div> </div>	

I, the purchaser named above, claim the right to make a non-taxable purchase (for resale of the taxable items described below or on the attached order or invoice) from:

Seller: \_\_\_\_\_

Street address: \_\_\_\_\_

City, State, ZIP code: \_\_\_\_\_

Description of items to be purchased on the attached order or invoice:

**Pipes, Valves, Fittings & other Industrial Supplies**

Description of the type of business activity generally engaged in or type of items normally sold by the purchaser:

**Wholesaler**

The taxable items described above, or on the attached order or invoice, will be resold, rented, or leased by me within the geographical limits of the United States of America, its territories and possessions, or within the geographical limits of the United Mexican States, in their present form or attached to other taxable items to be sold.

I understand that if I make any use of the items other than retention, demonstration or display while holding them for sale, lease or rental, I must pay sales tax on the items at the time of use based upon either the purchase price or the fair market rental value for the period of time used.

*I understand that it is a criminal offense to give a resale certificate to the seller for taxable items that I know, at the time of purchase, are purchased for use rather than for the purpose of resale, lease, or rental and, depending on the amount of tax evaded, the offense may range from a Class C misdemeanor to a felony of the second degree.*

Purchaser <b>sign here</b> <i>Klancy Brewer</i>	Title <b>Sales Tax Manager</b>	Date <b>01/19/2023</b>
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This certificate should be furnished to the supplier. Do **not** send the completed certificate to the Comptroller of Public Accounts.



# UNIFORM SALES & USE TAX EXEMPTION/RESALE CERTIFICATE — MULTIJURISDICTION

The below-listed states have indicated that this certificate is acceptable as a resale/exemption certificate for sales and use tax, subject to the notes on pages 2—4. The issuing Buyer and the recipient Seller have the responsibility to determine the proper use of this certificate under applicable laws in each state, as these may change from time to time. This form was revised as of December 9, 2020.

Issued to Seller: \_\_\_\_\_

Address: \_\_\_\_\_

I certify that:

Name of Firm (Buyer): Consolidated Pipe & Supply Co, Inc.  
 Address: & all divisions (Consolidated Power Supply, Vulcan Plastics, Consolidated  
Controls, Hight Country Fusion)  
PO Box 2472  
Birmingham, AL 35201

is engaged as a registered

- ☒ Wholesaler  
☒ Retailer  
☒ Manufacturer  
☒ Seller (California)  
☒ Lessor (see notes on pages 2—4)  
☐ Other (Specify) \_\_\_\_\_

and is registered with the below-listed states and cities within which your firm would deliver purchases to us and that any such purchases are for wholesale, resale, or ingredients or components of a new product or service to be resold, leased, or rented in the normal course of business. We are in the business of wholesaling, retailing, manufacturing, leasing (renting) selling (California) the following:

Description of Business: Wholesaler/Retailer/Manufacturer of Pipes, Valves, Fittings & Industrial Supplies

General description of tangible property or taxable services to be purchased from the Seller: Pipes, Valves, Fittings & Industrial Supplies

State	State Registration, Seller's Permit, or ID Number of Purchaser	State	State Registration, Seller's Permit, or ID Number of Purchaser
AL <sup>1</sup>	SLS 3700 11177	MO <sup>16</sup>	11709073
AR	00020866-SLS	NE <sup>16</sup>	5389978
AZ <sup>2</sup>	07583035-2	NV	1000891585-001
CA <sup>3</sup>	30686056	NJ	630-418-384/000
CO <sup>4</sup>	080594880000	NM <sup>4,17</sup>	02-121709-00-2
CT <sup>5</sup>	6284020000	NC <sup>18</sup>	010118730
FL <sup>6</sup>	80-8013345184-5	ND	12527500
GA <sup>7</sup>	200-041833	OH <sup>19</sup>	98-010748
HI <sup>4,8</sup>	GE-191-063-5008-01	OK <sup>20</sup>	STS-10083789-05
ID	000687852-08	PA <sup>21</sup>	93-482-549
IL <sup>4,9</sup>	1988-2181	RJ <sup>22</sup>	63041838400
IA	11072427	SC	057884555
KS	005-630418384-F01	SD <sup>23</sup>	1018-9259-WT
KY <sup>10</sup>	000055417	TN	101890173
ME <sup>11</sup>	1003785	TX <sup>24</sup>	18304183847
MD <sup>12</sup>	08844022	UT	12287859-002-STC
MI <sup>13</sup>	630418384	VT	
MN <sup>14</sup>	3871394	WA <sup>25</sup>	801-179-271
		WI <sup>26</sup>	458-0000251520-02

I further certify that if any property or service so purchased tax free is used or consumed as to make it subject to a Sales or Use Tax we will pay the tax due directly to the proper taxing authority when state law so provides or inform the Seller for added tax billing. This certificate shall be a part of each order that we may hereafter give to you, unless otherwise specified, and shall be valid until canceled by us in writing or revoked by thee city or state.

Under penalties of perjury, I swear or affirm that the information on this form is true and correct as to every material matter.

Authorized Signature: Berry Newton

Owner, Partner, or Corporate Officer, or other authorized signer)

Title: Secretary/Treasurer

Date: 01/03/2023



PHONE (205) 323-7261

P.O. BOX 2472  
BIRMINGHAM, ALABAMA 35201

## TRADE REFERENCES

### CONSOLIDATED PIPE & SUPPLY CO. INC. ( A Sub-S Corp.)

**PERFORMANCE PIPE**  
Steven Trimmer  
972-599-7432 – Direct  
[TrimmSM@CPCChem.com](mailto:TrimmSM@CPCChem.com)

Karen Baute  
972-599-6656  
[BauteKJ@CPCChem.com](mailto:BauteKJ@CPCChem.com)

**ATLAS TUBE**  
(519) 738-7020 (FAX)  
Susan.Brimmer@Zekelman.com

**AMERICAN CAST IRON PIPE**  
(205) 325-7701  
(205) 325-8941 (FAX)

**NEPTUNE TECHNOLOGY GROUP**  
Credit Department  
334-283-7444 (FAX)

### VULCAN PLASTICS DIVISION

**WESTLAKE CHEMICAL**  
[credit@westlake.com](mailto:credit@westlake.com)

**U S STEEL**  
[Credit\\_Reference@uss.com](mailto:Credit_Reference@uss.com)  
Customer ref #21340

**IPSCO TUBULAR INC.**  
Sandy Fenske  
832-678-5072 - Direct  
[sfeske@TMK-IPSCO.com](mailto:sfeske@TMK-IPSCO.com)

**FREIGHT LINES**  
ALABAMA CARRIERS (205) 841-4050  
P&S TRANSPORTATION (205) 788-4000

**BANK REFERENCE**  
**REGIONS BANK**  
Brook Balogh– Vice President  
P.O. Box 830805  
Birmingham, AL 35283  
Attn: Credit Information  
(205) 560-3133 (FAX)  
**NO TELEPHONE INQUIRIES**

**OTHER INFORMATION**  
RATED 5 A 2 BY DUN & BRADSTREET  
DUNS NUMBER 03-150-7445  
FEDERAL TAX I.D. #63-0418384

*Consolidated Pipe & Supply Company, Inc. • An Equal Opportunity Employer*

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

**FORM CIQ**

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

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

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

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

**OFFICE USE ONLY**

Date Received

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

*Consolidated Pipe & Supply Co.*

2 ☐ Check this box if you are filing an update to a previously filed questionnaire.

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

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

\_\_\_\_\_  
Name of Officer

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

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

☐ Yes

☒ No

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

☐ Yes

☒ No

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

☐ Yes

☒ No

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

4

*[Signature]*  
Signature of vendor doing business with the governmental entity

*5/10/2023*  
Date

**Solicitation # 3B085-23JP**

**ATTACHMENT C-2**

Adopted 8/7/2015

## AFFIDAVIT FOR INSURANCE REQUIREMENTS

### Attachment D-4

**To Be Completed By Insurance Agent/Broker and Bidder**

**Section 1** I, the undersigned Agent/Broker, reviewed the insurance requirements contained in Solicitation 3B052-23JP. If the Bidder listed below is awarded a contract by the City of Irving for this solicitation, I will furnish the City, within fifteen calendar days of notification of award, an insurance certificate and Declaration Page with Endorsements to show that all insurance requirements have been met, including naming the City of Irving as additional insured.

Agent's Name: Richard Kohn

Agent's Name: Cobbs Allen

Agency Name: 115 Office Park Drive

Address: \_\_\_\_\_

Birmingham, AL 35223

City/State/ZIP: \_\_\_\_\_ Ishearon@cobbsallen.com

City/State/Zip: \_\_\_\_\_ Telephone No: (205) 414-8100 E-mail Address: Lshearon@cobbsallen.com

Bidder's Name/Company: \_\_\_\_\_

Name of ITB/RFP: \_\_\_\_\_

**Insurance Agent/Broker Signature:** Richard Kohn **Date:** 3-7-23

**Section 2** If the above fifteen day requirement is not met, the City of Irving has the right to reject this bid and award the contract to the next lowest bidder meeting specifications or to the next most favorable proposal. Questions concerning these requirements, and requests for exceptions, must be submitted by date included in Bidders' Instructions.

By submitting a bid and signing below I affirm the following: I am aware of all costs to provide the required insurance, will do so pending contract award, and will provide a valid insurance certificate meeting all requirements and policy endorsement within fifteen calendar days of notification of award. I further agree to the indemnification statement listed in the insurance requirements.

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

## HOUSE BILL 89 VERIFICATION FORM

### Prohibition on Contracts with Companies Boycotting Israel

The 85<sup>th</sup> Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

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

the Contract Pursuant to Section 2270.001,

Texas Government Code:

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

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

I, (authorized official) , do hereby depose and verify the truthfulness and accuracy of the contents of the statements submitted on this certification under the provisions of Subtitle F, Title 10, Government Code Chapter 2270 and that the company named below:

- 1) does not boycott Israel currently; and
- 2) will not boycott Israel during the term of the contract; and
- 3) is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at <https://comptroller.texas.gov/purchasing/publications/divestment.php>

Company Name

Consolidated Pipe & Supply

Signature of Authorized Official

[Signature]

Title of Authorized Official

Operations Manager



# CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.  
This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).  
By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.  
A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

## OFFICE USE ONLY

Date Received

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

*Consolidated Pipe & Supply*

2 ☐ Check this box if you are filing an update to a previously filed questionnaire.

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

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

\_\_\_\_\_  
Name of Officer

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

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

☐ Yes ☒ No

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

☐ Yes ☒ No

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

☐ Yes ☒ No

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

4

*[Signature]*  
\_\_\_\_\_  
Signature of person doing business with the governmental entity

*9/12/2023*  
\_\_\_\_\_  
Date

Adopted 06/29/2007



# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

## OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:  
2023-1070426

Date Filed:  
09/12/2023

Date Acknowledged:

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

Consolidated Pipe & Supply  
Fort Worth, TX United States

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

City of Burleson

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

2023-023  
Pipe and Appurtenances

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



**6 UNSWORN DECLARATION**

My name is Logan Berry, and my date of birth is 05/03/2000  
My address is 324 Red Rock Tol, Hasket, TX, 76052, Tarrant  
(street) (city) (state) (zip code) (country)

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

Executed in Tarrant County, State of TX, on the 12 day of SEP, 2023.  
(month) (year)

  
Signature of authorized agent of contracting business entity  
(Declarant)

# PIPE AND APPURTENANCE

BRASS LOW LEAD NON COMPRESSION										
COB ID	Description	Specification	OR	Specification	OR	Specification	Historical quantity / potential estimate for life of contract	COST	TOTAL	Alternate Brand
A001	3/4" SOFT COPPER	Type K Soft Copper (LF) DOMESTIC ONLY					1.00	\$ 7.00	\$ 7.00	
A002	1" SOFT COPPER	Type K Soft Copper (LF) DOMESTIC ONLY					605.00	\$ 8.89	\$ 5,583.16	
A003	1 1/2" HARD COPPER	Type L Hard Copper (LF)					1.25	\$ 14.48	\$ 18.10	
A004	2" HARD COPPER	Type L Hard Copper (LF)					50.00	\$ 22.20	\$ 1,109.77	
A005	3" Hard Copper	Type L Hard Copper (LF)					1.25	\$ 36.30	\$ 45.37	
A006	3/4" I.P. INLINE CURB STOP (LONG)	FORD BL11-233W-NL	OR	MUELLER B20245RN			50.00	\$ 42.82	\$ 2,145.98	AY MCDONALD
A007	3/4" I.P. INLINE CURB STOP (REGULAR)	FORD BH11-233W-NL	OR	MUELLER B20200RN			6.25	\$ 44.20	\$ 276.22	AY MCDONALD
A008	3/4" I.P. ANGLE CURB STOP W/ SWIVEL NUT	FORD KV13-332W-NL	OR	MUELLER H14265N			56.25	\$ 37.39	\$ 2,103.23	AY MCDONALD
A009	3/4" BRASS I.P. STREET 90	DOMESTIC					1.25	\$ 16.89	\$ 20.11	Merit
A010	3/4" BRASS I.P. FEMALE X FEMALE 90	DOMESTIC					1.25	\$ 11.69	\$ 14.61	Merit
A011	3/4" CLOSE BRASS NIPPLE	DOMESTIC					6.25	\$ 2.18	\$ 13.65	Merit
A012	3/4" BRASS I.P. COUPLING	DOMESTIC					6.25	\$ 10.26	\$ 64.15	Merit
A013	1" I.P. INLINE CURB STOP	FORD B11-444W-NL	OR	MUELLER B20200N			1.25	\$ 86.66	\$ 123.32	AY MCDONALD
A014	1" I.P. ANGLE CURB STOP W/ SWIVEL NUT	FORD KV13-444W-NL	OR	MUELLER H14265N			1.25	\$ 57.32	\$ 71.65	AY MCDONALD
A015	1" X 3/4" I.P. ANGLE CURB STOP W/ SWIVEL NUT	FORD KV13-342W-NL	OR	MUELLER H14265N			1.25	\$ 39.92	\$ 49.90	AY MCDONALD
A016	1" BRASS I.P. STREET 90	DOMESTIC					22.50	\$ 26.32	\$ 602.24	Merit
A017	1" BRASS I.P. FEMALE X FEMALE 90	DOMESTIC					1.25	\$ 19.01	\$ 23.76	Merit
A018	1" BRASS CLOSE NIPPLE	DOMESTIC					6.25	\$ 3.22	\$ 20.11	Merit
A019	1" BRASS I.P. COUPLING	DOMESTIC					1.25	\$ 17.51	\$ 21.88	Merit
A020	2" X 6" BRASS NIPPLE	DOMESTIC					2.50	\$ 21.22	\$ 53.05	Merit
A021	1" X 3/4" BRASS HEX BUSHING	FORD C18-34-NL	OR	MUELLER 47165N	OR	DOMESTIC	6.25	\$ 6.39	\$ 39.94	
A022	1" CC X 3/4" BRASS HEX BUSHING	FORD B8AA-43-NL	OR	MUELLER H10036N	OR	DOMESTIC	1.25	\$ 18.94	\$ 23.68	AY MCDONALD
A023	1 1/2" X 3/4" BRASS HEX BUSHING	FORD C18-36-NL	OR	MUELLER 47168N	OR	DOMESTIC	6.25	\$ 25.89	\$ 161.78	
A024	2" X 3/4" BRASS HEX BUSHING	FORD C18-36-NL	OR	DOMESTIC			1.25	\$ 9.45	\$ 118.10	Merit
A025	1 1/4" X 1" BRASS HEX BUSHING	FORD C18-54-NL	OR	DOMESTIC			6.25	\$ 23.56	\$ 147.27	
A026	1 1/2" X 1" BRASS HEX BUSHING	FORD C18-46-NL	OR	MUELLER 47169N	OR	DOMESTIC	6.25	\$ 25.89	\$ 161.78	
A027	2" X 1" BRASS HEX BUSHING	FORD C18-47-NL	OR	MUELLER 47164N	OR	DOMESTIC	6.25	\$ 24.99	\$ 156.18	
A028	2" X 1 1/2" BRASS HEX BUSHING	FORD C18-67-NL	OR	MUELLER 47172N	OR	DOMESTIC	16.25	\$ 24.82	\$ 404.94	
A029	1 1/2" CLOSE BRASS NIPPLE	DOMESTIC					5.00	\$ 6.21	\$ 31.03	Merit
A030	1 1/2" BRASS I.P. COUPLING	DOMESTIC					2.50	\$ 36.01	\$ 47.51	Merit
A031	2" CLOSE BRASS NIPPLE	DOMESTIC					12.50	\$ 9.45	\$ 118.10	Merit
A032	2" BRASS I.P. COUPLING	DOMESTIC					2.50	\$ 62.85	\$ 157.13	Merit
A033	1 1/2" BRASS STREET 90	DOMESTIC					1.25	\$ 52.61	\$ 65.76	Merit
A034	1 1/2" BRASS FEMALE X FEMALE 90	DOMESTIC					1.25	\$ 44.85	\$ 56.06	Merit
A035	2" BRASS STREET 90	DOMESTIC					2.50	\$ 89.16	\$ 222.90	Merit
A036	2" BRASS FEMALE X FEMALE 90	DOMESTIC					1.25	\$ 66.80	\$ 83.51	Merit
A037	2" I.P. X FLANGE ANGLE CURB STOP	FORD FV13-777W-NL	OR	MUELLER H14266N			1.25	\$ 208.49	\$ 260.62	AY MCDONALD
A038	3/4" METER FLANGE	FORD C38-28.5-NL	OR	EQUAL WITH HEXAGON OUTSIDE			375.00	\$ 117.0	\$ 4,479.85	AY MCDONALD
A039	1" METER SPUD	FORD C38-44.2 E25-NL	OR	EQUAL WITH HEXAGON OUTSIDE			125.00	\$ 18.02	\$ 2,252.87	AY MCDONALD
A040	1" X 1/2" METER ADAPTER (LONG) -- (SOLD IN PAIRS)	A24-NL					1.25	\$ 29.84	\$ 37.43	AY MCDONALD
A041	1" X 3/4" METER COUPLING BUSHING	FORD B8M-34-NL	OR	MUELLER H10889-99000N	OR	DOMESTIC	1.25	\$ 16.88	\$ 20.85	
A042	1 1/2" METER FLANGE	FORD CF31-66-NL	OR	MUELLER	OR	DOMESTIC	1.25	\$ 52.69	\$ 65.11	AY MCDONALD
A043	2" METER FLANGE SLOTTED FOR 2" & 1 1/2"	FORD CF31-77-NL	OR	MUELLER	OR	DOMESTIC	12.50	\$ 68.01	\$ 850.14	AY MCDONALD
A044	7" METER RISER for 5/8" x 3/4"	FORD V42-7W-NL	OR	MUELLER H14118N	OR	DOMESTIC	1.25	\$ 110.59	\$ 138.23	AY MCDONALD
A045	12" METER RISER for 5/8" x 3/4"	FORD V42-12W-NL	OR	MUELLER H14118N	OR	DOMESTIC	1.25	\$ 110.59	\$ 144.89	AY MCDONALD
A046	18" METER RISER for 5/8" x 3/4"	FORD V42-18W-NL	OR	MUELLER EQUIVALENT	OR	DOMESTIC	1.25	\$ 137.82	\$ 172.03	AY MCDONALD
A047	24" METER RISER for 5/8" x 3/4"	FORD V42-24W-NL	OR	MUELLER EQUIVALENT	OR	DOMESTIC	1.25	\$ 147.39	\$ 184.24	AY MCDONALD
A048	12" METER RISER for 1"	FORD V44-12W-NL	OR	MUELLER EQUIVALENT	OR	DOMESTIC	1.25	\$ 216.23	\$ 270.29	AY MCDONALD
A049	18" METER RISER for 1"	FORD V44-18W-NL	OR	MUELLER EQUIVALENT	OR	DOMESTIC	1.25	\$ 258.11	\$ 322.64	AY MCDONALD
A050	24" METER RISER for 1"	FORD V44-24W-NL	OR	MUELLER EQUIVALENT	OR	DOMESTIC	1.25	\$ 280.69	\$ 350.86	AY MCDONALD
A051	3/4" BRASS PLUG	DOMESTIC					1.25	\$ 7.31	\$ 9.14	Merit
A052	3/4" BRASS CAP	DOMESTIC					1.25	\$ 7.31	\$ 9.14	Merit
A053	1" BRASS PLUG	DOMESTIC					12.50	\$ 11.69	\$ 146.12	Merit
A054	1" BRASS CAP	DOMESTIC					1.25	\$ 14.07	\$ 17.59	Merit
A055	1 1/2" BRASS PLUG	DOMESTIC					1.25	\$ 20.47	\$ 25.59	Merit
A056	1 1/2" BRASS CAP	DOMESTIC					1.25	\$ 20.47	\$ 25.59	Merit
A057	2" BRASS PLUG	DOMESTIC					1.25	\$ 52.61	\$ 65.76	Merit
A058	2" BRASS CAP	DOMESTIC					1.25	\$ 52.61	\$ 65.76	Merit
A059	3/4" STAINLESS STEEL INSERT FOR POLY PIPE	FORD INSERT-51	OR	MUELLER 504281	OR	DOMESTIC	1.25	\$ 2.14	\$ 2.67	AY MCDONALD
A060	1" STAINLESS STEEL INSERT FOR POLY PIPE	FORD INSERT-52	OR	MUELLER 504395	OR	DOMESTIC	125.00	\$ 2.28	\$ 284.48	AY MCDONALD
A061	1 1/2" STAINLESS STEEL INSERT FOR POLY PIPE	FORD INSERT-54	OR	MUELLER 506139	OR	DOMESTIC	1.25	\$ 3.13	\$ 3.91	AY MCDONALD
A062	2" STAINLESS STEEL INSERT FOR POLY PIPE	FORD INSERT-55	OR	MUELLER 506141	OR	DOMESTIC	1.25	\$ 3.43	\$ 3.91	AY MCDONALD

BRASS LOW LEAD COMPRESSION										
COB ID	Description	Specification	OR	Specification	OR	Specification	Historical quantity / potential estimate for life of contract	COST	TOTAL	Alternate Brand
B001	3/4" GJ(CTS) INLINE BULLHEAD	FORD U48-33-6-5-G-NL	OR	MUELLER G15363N			1.25	\$ 49.49	\$ 61.87	
B002	3/4" GJ(CTS) ANGLE BULLHEAD	U48-43-6-5-G-NL					12.50	\$ 52.05	\$ 650.57	AY MCDONALD
B003	3/4" CORPORATION STOP	FORD F1000-3-G-NL	OR	MUELLER G15008N			1.25	\$ 39.30	\$ 49.12	AY MCDONALD
B004	3/4" GJ(CTS) IN-LINE CURB STOP W/ SWIVEL NUT	FORD B43-332W-G-NL	OR	MUELLER G24350N			1.25	\$ 82.89	\$ 103.61	AY MCDONALD
B005	3/4" GJ(CTS) IN-LINE CURB STOP	FORD B41-333W-G-NL	OR	MUELLER G25170N			2.50	\$ 72.38	\$ 90.47	AY MCDONALD
B006	3/4" GJ(CTS) ANGLE CURB STOP W/ SWIVEL NUT	FORD KV43-332W-G-NL	OR	MUELLER G14258N			18.75	\$ 47.43	\$ 876.77	AY MCDONALD
B007	3/4" GJ(CTS) X MALE I.P.	FORD C84-33-G-NL	OR	MUELLER G15428N			1.25	\$ 18.02	\$ 22.53	AY MCDONALD
B008	3/4" GJ(CTS) X FEMALE I.P.	FORD C14-33-G-NL	OR	MUELLER G15451N			1.25	\$ 18.95	\$ 23.69	AY MCDONALD
B009	3/4" GJ(CTS) X MALE I.P. 90	FORD L84-33-G-NL	OR	MUELLER G15531N			12.50	\$ 19.71	\$ 246.41	AY MCDONALD
B010	3/4" GJ(CTS) X FEMALE I.P. 90	FORD L14-33-G-NL	OR	MUELLER G15533N			6.25	\$ 25.87	\$ 159.84	AY MCDONALD
B011	3/4" GJ(CTS) COUPLING	FORD C44-33-G-NL	OR	MUELLER G15403N			1.25	\$ 21.93	\$ 27.41	AY MCDONALD
B012	3/4" GJ(CTS) 90	FORD L44-33-G-NL	OR	MUELLER G15526N			6.25	\$ 28.33	\$ 177.08	AY MCDONALD
B013	3/4" P.J(PVC) X MALE I.P.	FORD C87-33-NL	OR	MUELLER E15429N			1.25	\$ 23.89	\$ 29.86	AY MCDONALD
B014	3/4" P.J(PVC) X FEMALE I.P.	FORD C17-33-NL	OR	MUELLER E15445N			1.25	\$ 23.70	\$ 29.63	AY MCDONALD
B015	3/4" P.J(PVC) X MALE I.P. 90	FORD L87-33-NL	OR	MUELLER			12.50	\$ 26.34	\$ 329.31	AY MCDONALD
B016	3/4" P.J(PVC) X FEMALE I.P. 90	FORD L17-33-NL	OR	MUELLER			12.50	\$ 37.53	\$ 469.11	AY MCDONALD
B017	3/4" P.J(PVC) COUPLING	FORD C77-33-NL	OR	MUELLER E15443N			1.25	\$ 32.63	\$ 40.04	AY MCDONALD
B018	3/4" P.J(PVC) 90	FORD L77-33-NL	OR	MUELLER			12.50	\$ 37.90	\$ 473.71	AY MCDONALD
B019	1" GJ(CTS) INLINE BULLHEAD	FORD U48-43-6-5-G-NL	OR	MUELLER G15363N			5.00	\$ 52.05	\$ 130.11	AY MCDONALD
B020	1" GJ(CTS) ANGLE BULLHEAD	FORD U48-43-6-5-G-NL	OR	MUELLER			2.50	\$ 61.17	\$ 152.93	AY MCDONALD
B021	1" CORPORATION STOP	FORD F1000-4-G-NL	OR	MUELLER G15008N			1.25	\$ 59.45	\$ 81.72	AY MCDONALD
B022	1" GJ(CTS) IN-LINE CURB STOP W/ SWIVEL NUT	FORD B43-444W-G-NL	OR	MUELLER G24350N			1.25	\$ 122.47	\$ 153.09	AY MCDONALD
B023	1" GJ(CTS) IN-LINE CURB STOP	FORD B41-444W-G-NL	OR	MUELLER G25170N			5.00	\$ 109.83	\$ 549.14	AY MCDONALD
B024	1" GJ(CTS) ANGLE CURB STOP W/ SWIVEL NUT	FORD KV43-444W-G-NL	OR	MUELLER G14258N			25.00	\$ 65.44	\$ 1,635.92	AY MCDONALD
B025	1" X 3/4" GJ(CTS) ANGLE CURB STOP W/ SWIVEL NUT	FORD KV43-342W-G-NL	OR	MUELLER G14258N			2.50	\$ 52.89	\$ 132.21	AY MCDONALD
B026	1" GJ(CTS) X MALE I.P.	FORD C84-44-G-NL	OR	MUELLER G15428N			1.25	\$ 21.34	\$ 26.68	AY MCDONALD
B027	1" GJ(CTS) X FEMALE I.P.	FORD C14-44-G-NL	OR	MUELLER G15451N			1.25	\$ 25.70	\$ 26.63	AY MCDONALD
B028	1" X 3/4" GJ(CTS) X MALE I.P.	FORD C84-34-G-NL	OR	MUELLER G15428N			1.25	\$ 19.84	\$ 24.93	AY MCDONALD
B029	1" X 3/4" GJ(CTS) X FEMALE I.P.	FORD C14-34-G-NL	OR	MUELLER G15451N			1.25	\$ 22.32	\$ 27.90	AY MCDONALD
B030	1" GJ(CTS) X MALE I.P. 90	FORD L84-44-G-NL	OR	MUELLER G15531N			1.25	\$ 32.83	\$ 41.03	AY MCDONALD
B031	1" GJ(CTS) X FEMALE I.P. 90	FORD L14-44-G-NL	OR	MUELLER G15533N			1.25	\$ 41.68	\$ 52.10	AY MCDONALD
B032	1" X 3/4" GJ(CTS) X MALE I.P. 90	FORD L84-34-G-NL	OR	MUELLER G15531N			1.25	\$ 28.75	\$ 33.43	AY MCDONALD
B033	1" GJ(CTS) COUPLING	FORD C44-44-G-NL	OR	MUELLER G15403N			18.75	\$ 25.09	\$ 470.47	AY MCDONALD
B034	1" GJ(CTS) 90	FORD L44-44-G-NL	OR	MUELLER G15526N			5.00	\$ 36.46	\$ 162.30	AY MCDONALD
B035	1" X 3/4" GJ(CTS) COUPLING	FORD C44-34-G-NL	OR	MUELLER G15403N			1.25	\$ 25.48	\$ 31.85	AY MCDONALD
B036	1" P.J(PVC) X MALE I.P.	FORD C87-44-NL	OR	MUELLER V15440N			12.50	\$ 37.22	\$ 465.23	AY MCDONALD
B037	1" P.J(PVC) X FEMALE I.P.	FORD C17-44-NL	OR	MUELLER V15442N			12.50	\$ 36.54	\$ 456.75	AY MCDONALD
B038	1" X 3/4" P.J(PVC) X MALE I.P.	FORD C87-34-NL	OR	MUELLER V15440N			1.25	\$ 35.62	\$ 44.53	AY MCDONALD
B039	1" X 3/4" P.J(PVC) X FEMALE I.P.	FORD C17-34-NL	OR	MUELLER V15442N			6.25	\$ 37.33	\$ 233.33	AY MCDONALD
B040	1" P.J(PVC) X MALE I.P. 90	FORD L87-44-NL	OR	MUELLER			12.50	\$ 43.06	\$ 538.22	AY MCDONALD
B041	1" P.J(PVC) X FEMALE I.P. 90	FORD L17-44-NL	OR	MUELLER			12.50	\$ 37.85	\$ 463.07	AY MCDONALD
B042	1" X 3/4" P.J(PVC) X MALE I.P. 90	FORD L87-34-NL	OR	MUELLER			6.25	\$ 43.68	\$ 272.99	AY MCDONALD
B043	1" P.J(PVC) COUPLING	FORD C77-44-NL	OR	MUELLER V15441N			6.25	\$ 54.40	\$ 340.01	AY MCDONALD
B044	1" P.J(PVC) 90	FORD L77-44-NL	OR	MUELLER			12.50	\$ 66.95	\$ 836.93	AY MCDONALD
B045	1" X 3/4" P.J(PVC) COUPLING	FORD C77-34-NL	OR	MUELLER V15441N			6.25	\$ 43.71		

B062	2" PJP(V/C) COUPLING	FORD C77-77-NL	OR	MUELLER	2.50	\$ 160.59	\$ 401.47	AY MCDONALD
B063	2" PJP(V/C) X MALE I.P.	FORD C87-77-NL	OR	MUELLER V15440N	3.75	\$ 106.38	\$ 388.92	AY MCDONALD
B064	2" PJP(V/C) X FEMALE I.P.	FORD C17-77-NL	OR	MUELLER V15442N	2.50	\$ 122.26	\$ 305.66	AY MCDONALD
B065	2" GJ(C/S) X FLANGE ANGLE CURB STOP	FORD FV43-777W-G-NL	OR	MUELLER G14277N	2.50	\$ 286.10	\$ 715.26	AY MCDONALD
B066	2" PJP(V/C) X FLANGE ANGLE CURB STOP	FORD FV73-777W-NL	OR	MUELLER	1.25	\$ 489.30	\$ 609.37	AY MCDONALD

DRESSER COUPLINGS								
COB ID	Description	Specifications		Specifications	Historical quantity / potential estimate for life of contract	COST	TOTAL	
C001	3/4" TWO BOLT BLUE DRESSER COUPLING	HYMAX			1.25	\$ -	\$ -	No-Bid (Not made)
C002	1" TWO BOLT BLUE DRESSING COUPLING	HYMAX			1.25	\$ -	\$ -	No-Bid (Not made)
C003	2" TWO BOLT BLUE DRESSING COUPLING	HYMAX			1.25	\$ 142.14	\$ 177.67	
C004	2" HYMAX DRESSER COUPLING	HYMAX			8.75	\$ 142.14	\$ 1,243.71	
C005	3" HYMAX DRESSER COUPLING	HYMAX			1.25	\$ 187.51	\$ 234.38	
C006	4" HYMAX DRESSER COUPLING	HYMAX			1.25	\$ 240.28	\$ 300.34	
C007	6" HYMAX DRESSER COUPLING	HYMAX			2.50	\$ 318.21	\$ 795.52	
C008	8" HYMAX DRESSER COUPLING	HYMAX			1.25	\$ 359.26	\$ 449.08	
C009	8" FOUR BOLT CAST IRON COUPLING	HYMAX			1.25	\$ -	\$ -	No-Bid (Not made)
C010	10" HYMAX DRESSER COUPLING	HYMAX			1.25	\$ 462.17	\$ 577.72	
C011	10" SIX BOLT CAST IRON DRESSER COUPLING	HYMAX			1.25	\$ 488.67	\$ 610.83	
C012	12" HYMAX DRESSER COUPLING	HYMAX			1.25	\$ 200.48	\$ 250.85	
C013	12" SIX BOLT CAST IRON DRESSER COUPLING	HYMAX			1.25	\$ 652.62	\$ 815.78	
C014	4" MEGA LUGS FOR D.I. PIPE	MEGA LUGS			1.25	\$ 26.11	\$ 32.64	
C015	4" MEGA LUGS WITH BOLT & GASKET SET FOR PVC	MEGA LUGS	AND	INCLUDES BOLT AND GASKET SET	1.25	\$ 47.22	\$ 59.02	
C016	6" MEGA LUGS FOR D.I. PIPE	MEGA LUGS			1.25	\$ 30.71	\$ 38.39	
C017	6" MEGA LUGS WITH BOLT & GASKET SET FOR PVC	MEGA LUGS	AND	INCLUDES BOLT AND GASKET SET	2.50	\$ 59.11	\$ 147.79	
C018	8" MEGA LUGS FOR D.I. PIPE	MEGA LUGS			1.25	\$ 46.15	\$ 57.69	
C019	8" MEGA LUGS WITH BOLT & GASKET SET FOR PVC	MEGA LUGS	AND	INCLUDES BOLT AND GASKET SET	2.50	\$ 79.75	\$ 199.37	
C020	10" MEGA LUGS FOR D.I. PIPE	MEGA LUGS			1.25	\$ 68.39	\$ 85.49	
C021	10" MEGA LUGS WITH BOLT & GASKET SET FOR PVC	MEGA LUGS	AND	INCLUDES BOLT AND GASKET SET	1.25	\$ 138.85	\$ 173.56	
C022	12" MEGA LUGS FOR D.I. PIPE	MEGA LUGS			1.25	\$ 99.86	\$ 124.57	
C023	12" MEGA LUGS WITH BOLT & GASKET SET FOR PVC	MEGA LUGS	AND	INCLUDES BOLT AND GASKET SET	2.50	\$ 145.72	\$ 364.31	
C024	16" MEGA LUGS FOR D.I. PIPE	MEGA LUGS			1.25	\$ 188.78	\$ 235.98	
C025	16" MEGA LUGS WITH BOLT & GASKET SET FOR PVC	MEGA LUGS	AND	INCLUDES BOLT AND GASKET SET	1.25	\$ 300.24	\$ 375.30	
C026	3" MEGA LUGS FOR D.I. PIPE	MEGA LUGS			1.25	\$ 24.64	\$ 30.80	
C027	3" MEGA LUGS WITH BOLT & GASKET SET FOR PVC	MEGA LUGS	AND	INCLUDES BOLT AND GASKET SET	1.25	\$ 43.86	\$ 54.83	
C028	4" MEGA LUGS FOR PVC	MEGA LUGS			1.25	\$ 31.62	\$ 39.53	
C029	6" MEGA LUGS FOR PVC	MEGA LUGS			1.25	\$ 36.43	\$ 45.53	
C030	8" MEGA LUGS FOR PVC	MEGA LUGS			1.25	\$ 56.82	\$ 71.02	
C031	10" MEGA LUGS FOR PVC	MEGA LUGS			1.25	\$ 107.38	\$ 134.22	
C032	12" MEGA LUGS FOR PVC	MEGA LUGS			1.25	\$ 113.08	\$ 141.35	
C033	16" MEGA LUGS FOR PVC	MEGA LUGS			1.25	\$ 250.80	\$ 313.51	

LEAK CLAMPS								
COB ID	Description	Specifications		Specifications	Historical quantity / potential estimate for life of contract	COST	TOTAL	
D001	2" X 12" FULL CIRCLE CLAMP	Smith Blar			1.25	\$ 144.75	\$ 180.93	
D002	4" X 12" FULL CIRCLE CLAMP	Smith Blar			7.50	\$ 170.17	\$ 1,276.29	
D003	6" X 12" FULL CIRCLE CLAMP	Smith Blar			10.00	\$ 234.76	\$ 2,347.59	
D004	8" X 12" FULL CIRCLE CLAMP W/ 1" CC TAP	Smith Blar			3.75	\$ 280.63	\$ 1,052.37	
D005	8" X 18" FULL CIRCLE CLAMP	Smith Blar			2.50	\$ 371.72	\$ 928.31	
D006	8" X 24" FULL CIRCLE CLAMP	Smith Blar			2.50	\$ 465.76	\$ 1,164.40	
D007	8" X 12" FULL CIRCLE CLAMP	Smith Blar			8.75	\$ 244.83	\$ 2,142.24	
D008	8" X 12" FULL CIRCLE CLAMP W/ 1" CC TAP	Smith Blar			1.25	\$ 312.95	\$ 391.19	
D009	8" X 16" FULL CIRCLE CLAMP	Smith Blar			1.25	\$ 281.40	\$ 351.75	
D010	8" X 24" FULL CIRCLE CLAMP	Smith Blar			1.25	\$ 512.77	\$ 640.96	
D011	10" X 12" FULL CIRCLE CLAMP	Smith Blar			1.25	\$ 311.79	\$ 389.74	
D012	10" X 12" FULL CIRCLE CLAMP W/ 1" CC TAP	Smith Blar			1.25	\$ 470.63	\$ 588.29	
D013	12" X 12" FULL CIRCLE CLAMP	Smith Blar			1.25	\$ 377.14	\$ 471.42	
D014	12" X 12" FULL CIRCLE CLAMP W/ 1" CC TAP	Smith Blar			1.25	\$ 466.94	\$ 583.68	

TAPPING SADDLES								
COB ID	Description	Specifications		Specifications	Historical quantity / potential estimate for life of contract	COST	TOTAL	
E001	2" X 3/4" CC THREAD	Smith Blar			1.25	\$ 23.41	\$ 29.27	
E002	4" X 3/4" CC THREAD	Smith Blar			1.25	\$ 27.05	\$ 33.81	
E003	6" X 3/4" CC THREAD	Smith Blar			1.25	\$ 33.53	\$ 41.91	
E004	8" X 3/4" CC THREAD	Smith Blar			1.25	\$ 40.23	\$ 50.29	
E005	10" X 3/4" CC THREAD	Smith Blar			1.25	\$ 46.86	\$ 58.58	
E006	12" X 3/4" CC THREAD	Smith Blar			1.25	\$ 50.39	\$ 62.99	
E007	2" X 1" CC THREAD	Smith Blar			7.50	\$ 23.41	\$ 175.60	
E008	4" X 1" CC THREAD	Smith Blar			1.25	\$ 27.05	\$ 33.81	
E009	6" X 1" CC THREAD	Smith Blar			1.25	\$ 34.14	\$ 42.67	
E010	8" X 1" CC THREAD	Smith Blar			1.25	\$ 40.23	\$ 50.29	
E011	10" X 1" CC THREAD	Smith Blar			1.25	\$ 46.86	\$ 58.58	
E012	12" X 1" CC THREAD	Smith Blar			1.25	\$ 50.39	\$ 62.99	
E013	4" X 2" I.P. THREAD	Smith Blar			1.25	\$ 37.84	\$ 47.30	
E014	6" X 2" I.P. THREAD	Smith Blar			1.25	\$ 47.22	\$ 59.02	
E015	8" X 2" I.P. THREAD	Smith Blar			6.25	\$ 59.63	\$ 372.70	
E016	10" X 2" I.P. THREAD	Smith Blar			1.25	\$ 72.01	\$ 90.01	
E017	12" X 2" I.P. THREAD	Smith Blar			1.25	\$ 73.33	\$ 91.67	

SEWER FITTINGS & COUPLINGS								
COB ID	Description	Specifications		Specifications	Historical quantity / potential estimate for life of contract	COST	TOTAL	
F001	3" GEM CAP	NO SPECIFICATIONS			1.25	\$ 2.09	\$ 2.61	
F002	3" PVC/CAST IRON X PVC/CAST IRON	NO SPECIFICATIONS			12.50	\$ 4.17	\$ 52.16	
F003	4" GEM CAP	NO SPECIFICATIONS			1.25	\$ 2.57	\$ 3.22	
F004	4" PVC/CAST IRON X CLAY	NO SPECIFICATIONS			1.25	\$ 0.15	\$ 0.44	
F005	4" PVC/CAST IRON X CONCRETE	NO SPECIFICATIONS			2.50	\$ 5.15	\$ 15.87	
F006	4" PVC/CAST IRON X PVC/CAST IRON	NO SPECIFICATIONS			25.00	\$ 4.78	\$ 119.54	
F007	6" PVC/CAST IRON X CLAY	NO SPECIFICATIONS			2.50	\$ 11.03	\$ 27.59	
F008	6" PVC/CAST IRON X CONCRETE	NO SPECIFICATIONS			6.25	\$ 11.03	\$ 68.97	
F009	6" PVC/CAST IRON X PVC/CAST IRON	NO SPECIFICATIONS			12.50	\$ 11.03	\$ 137.93	
F010	8" PVC/CAST IRON X CLAY	NO SPECIFICATIONS			1.25	\$ 16.92	\$ 21.15	
F011	8" PVC/CAST IRON X CONCRETE	NO SPECIFICATIONS			2.50	\$ 16.92	\$ 42.30	
F012	8" PVC/CAST IRON X PVC/CAST IRON	NO SPECIFICATIONS			2.50	\$ 16.92	\$ 42.30	
F013	10" PVC/CAST IRON X CLAY	NO SPECIFICATIONS			1.25	\$ 22.90	\$ 28.62	
F014	10" PVC/CAST IRON X CONCRETE	NO SPECIFICATIONS			1.25	\$ 22.90	\$ 28.62	
F015	10" PVC/CAST IRON X PVC/CAST IRON	NO SPECIFICATIONS			1.25	\$ 22.90	\$ 28.62	
F016	12" PVC/CAST IRON X CLAY	NO SPECIFICATIONS			1.25	\$ 27.37	\$ 34.21	
F017	12" PVC/CAST IRON X CONCRETE	NO SPECIFICATIONS			1.25	\$ 27.37	\$ 34.21	
F018	12" PVC/CAST IRON X PVC/CAST IRON	NO SPECIFICATIONS			1.25	\$ 27.37	\$ 34.21	
F019	15" PVC/CAST IRON X CLAY	NO SPECIFICATIONS			1.25	\$ 42.20	\$ 52.74	
F020	15" PVC/CAST IRON X CONCRETE	NO SPECIFICATIONS			1.25	\$ 42.20	\$ 52.74	
F021	15" PVC/CAST IRON X PVC/CAST IRON	NO SPECIFICATIONS			1.25	\$ 42.20	\$ 52.74	
F022	4" SEWER SADDLE	FERWCO TST-4 OR EQUIVALENT			22.50	\$ 41.46	\$ 932.84	PIPECONX
F023	6" WYE SEWER	NO SPECIFICATIONS			1.25	\$ 43.84	\$ 54.80	
F024	6" 45 GASKETED ELBOW SEWER	NO SPECIFICATIONS			1.25	\$ 22.49	\$ 28.11	
F025	8" 90 GASKETED ELBOW SEWER	NO SPECIFICATIONS			1.25	\$ 25.63	\$ 32.04	
F026	8" X 4" PVC/CAST IRON X PVC/CAST IRON	NO SPECIFICATIONS			32.00	\$ 5.56	\$ 178.02	

YARD								
COB ID	Description	Specifications		Specifications	Historical quantity / potential estimate for life of contract	COST	TOTAL	
G001	PVC PIPE 2" X 20' BELLED SCH-40 (LF)	NO SPECIFICATIONS			75.00	\$ 1.78	\$ 133.50	Vulcan Block 440
G002	PVC PIPE 3" SCH-40 (LF)	NO SPECIFICATIONS			50.00	\$ 3.59	\$ 184.50	Vulcan Block 440
G003	4" X 20' PVC PIPE C-900 (LF)	NO SPECIFICATIONS		C900 DR18	275.00	\$ 8.26	\$ 1,721.50	Block 460
G004	6" X 20' PVC PIPE C-900 (LF)	NO SPECIFICATIONS		C900 DR18	150.00	\$ 12.80	\$ 1,920.00	Block 460
G005	8" X 20' PVC PIPE C-900 (LF)	NO SPECIFICATIONS		C900 DR18	150.00	\$ 21.94	\$ 3,291.00	Block 460
G006	10" X 20' PVC PIPE C-900 (LF)	NO SPECIFICATIONS		C900 DR18	1.25	\$ 32.92	\$ 41.15	Block 460
G007	12" X 20' PVC PIPE C-900 (LF)	NO SPECIFICATIONS		C900 DR18	1.25	\$ 46.35	\$ 57.94	Block 460
G008	16" X 20' PVC PIPE C-900 (LF)	NO SPECIFICATIONS			1.25	\$ -	\$ -	
G009	4" X 14' SDR-35 (LF)	NO SPECIFICATIONS			245.00	\$ 2.47	\$ 605.15	Block 460
G010	6" X 14' SDR-35 (LF)	NO SPECIFICATIONS			245.00	\$ 5.72	\$ 1,401.40	Block 460
G011	8" X 14' SDR-35 (LF)	NO SPECIFICATIONS			35.00	\$ 10.41	\$ 364.35	Block 460
G012	10" X 14' SDR-35 (LF)	NO SPECIFICATIONS			1.25	\$ 16.17	\$ 20.21	Block 460
G013	12" X 14' SDR-35 (LF)	NO SPECIFICATIONS			1.25	\$ 30.83	\$ 38.54	Block 460
G014	15" X 14' SDR-35 (LF)	NO SPECIFICATIONS			1.25	\$ 46.28	\$ 57.85	Block 460
G015	24" MANHOLE RING AND LID w/ CITY OF BURLISON LOGO AND "DIPPED"	W/ CITY OF BURLISON LOGO AND "DIPPED"	AND	BASS & HAYS	6.25	\$ 344.00	\$ 2,150.00	
G016	24" MANHOLE LID ONLY w/ CITY OF BURLISON LOGO	W/ CITY OF BURLISON LOGO	AND	BASS & HAYS	6.25	\$ 314.34	\$ 1,964.66	
G017	30" MANHOLE RING AND LID w/ CITY OF BURLISON LOGO AND "DIPPED"	W/ CITY OF BURLISON LOGO AND "DIPPED"	AND	BASS & HAYS	1.25	\$ 572.94	\$ 716.18	

G018	30" MANHOLE LID ONLY w/ CITY OF BURLESON LOGO	W/ CITY OF BURLESON LOGO AND BASS & HAYS	OR EXACT SIZE EQUIVALENT DOMESTIC	1.25	\$ 307.61	\$ 384.51	
G019	24" MANHOLE LID ONLY	STAR	OR EXACT SIZE EQUIVALENT IMPORT	6.25	\$ -	\$ -	No-Bid
G020	30" MANHOLE LID ONLY	IMPORT		6.25	\$ -	\$ -	No-Bid
G021	2 1/2" MEDIUM MANHOLE RISER RING	NO SPECIFICATIONS		1.25	\$ -	\$ -	No-Bid
G022	24" X 2" CONCRETE MANHOLE RISER RING	NO SPECIFICATIONS		2.50	\$ 24.14	\$ 60.34	
G023	24" X 3" CONCRETE MANHOLE RISER RING	NO SPECIFICATIONS		2.50	\$ 31.03	\$ 77.59	
G024	24" X 4" CONCRETE MANHOLE RISER RING	NO SPECIFICATIONS		2.50	\$ 33.33	\$ 83.33	
G025	30" X 2" CONCRETE MANHOLE RISER RING	NO SPECIFICATIONS		2.50	\$ 31.03	\$ 77.59	
G026	30" X 3" CONCRETE MANHOLE RISER RING	NO SPECIFICATIONS		2.50	\$ 37.93	\$ 84.83	
G027	30" X 4" CONCRETE MANHOLE RISER RING	NO SPECIFICATIONS		2.50	\$ 44.83	\$ 112.07	
G028	36" OD X 24" ID X 3/4" CRETEX PRO RING RISER	CRETEX PRO RING SP-C3624F075		2.50	\$ 42.24	\$ 105.60	
G029	36" OD X 24" ID X 1" CRETEX PRO RING RISER	CRETEX PRO RING C3624F100		2.50	\$ 46.82	\$ 117.04	
G030	36" OD X 24" ID X 1.25" CRETEX PRO RING RISER	CRETEX PRO RING C3624F125		2.50	\$ 53.67	\$ 134.17	
G031	36" OD X 24" ID X 1.50" CRETEX PRO RING RISER	CRETEX PRO RING C3624F150		2.50	\$ 60.52	\$ 151.29	
G032	36" OD X 24" ID X 1.75" CRETEX PRO RING RISER	CRETEX PRO RING C3624F175		2.50	\$ 65.08	\$ 162.70	
G033	36" OD X 24" ID X 2" CRETEX PRO RING RISER	CRETEX PRO RING C3624F200		2.50	\$ 74.22	\$ 185.55	
G034	36" OD X 24" ID X 2.25 CRETEX PRO RING RISER	CRETEX PRO RING SP-C3624F225		2.50	\$ 86.77	\$ 216.93	
G035	36" OD X 24" ID X 2.50 CRETEX PRO RING RISER	CRETEX PRO RING SP-C3624F250		2.50	\$ 86.77	\$ 216.93	
G036	36" OD X 24" ID X 4" CRETEX PRO RING RISER	CRETEX PRO RING SP-C3624G400F		7.50	\$ 127.89	\$ 359.14	
G037	36" OD X 24" ID X 6" CRETEX PRO RING RISER	CRETEX PRO RING SP-C3624G600F		10.00	\$ 176.98	\$ 517.97	
G038	M-1 ADHESIVE 280Z CARTRIDGE	SP-CM1ADHESIVE		1.25	\$ 30.00	\$ 37.50	
G039	255 CAULK DISPENSER GUN	SP-C22CAULKGUN		1.25	\$ 20.00	\$ 25.00	
G040	SHORTY STACK AND LID	NO SPECIFICATIONS		12.50	\$ 87.61	\$ 837.64	
G041	SHORTY STACK (LID ONLY)	NO SPECIFICATIONS		7.50	\$ 15.17	\$ 113.79	
G042	VALVE BOX LID ONLY	NO SPECIFICATIONS		6.25	\$ 14.79	\$ 92.46	
G043	1" VALVE BOX LID RISER	NO SPECIFICATIONS		1.25	\$ 16.91	\$ 23.64	
G044	2" VALVE BOX LID RISER	NO SPECIFICATIONS		1.25	\$ 24.66	\$ 30.82	
G045	4" VALVE BOX LID RISER	NO SPECIFICATIONS		1.25	\$ 36.16	\$ 45.20	
G046	VALVE BOX EXTENSION W/ LID SHORT (18"-24")	NO SPECIFICATIONS		3.75	\$ 76.44	\$ 286.64	
G047	VALVE BOX TOP SECTION ONLY (18"-24")	NO SPECIFICATIONS		3.75	\$ 20.55	\$ 77.07	
G048	VALVE BOX BOTTOM SECTION ONLY (18"-24")	NO SPECIFICATIONS		3.75	\$ 38.63	\$ 144.87	
G049	VALVE BOX EXTENSION W/ LID LONG (24"-36")	NO SPECIFICATIONS		3.75	\$ 96.98	\$ 363.66	
G050	VALVE BOX TOP SECTION ONLY (24"-36")	NO SPECIFICATIONS		3.75	\$ 26.11	\$ 105.43	
G051	VALVE BOX BOTTOM SECTION ONLY (24"-36")	NO SPECIFICATIONS		3.75	\$ 38.63	\$ 144.87	
G052	6" X 12" MJ CAST IRON SLEEVE/COUPLING	NO SPECIFICATIONS		3.75	\$ 99.13	\$ 371.72	
G053	8" X 12" MJ CAST IRON SLEEVE/COUPLING	NO SPECIFICATIONS		3.75	\$ 159.31	\$ 597.41	
G054	10" X 12" MJ CAST IRON SLEEVE/COUPLING	NO SPECIFICATIONS		2.50	\$ 190.67	\$ 476.67	
G055	12" X 12" MJ CAST IRON SLEEVE/COUPLING	NO SPECIFICATIONS		2.50	\$ 256.41	\$ 641.03	
G056	6" MJ CAST IRON TEE	NO SPECIFICATIONS		1.25	\$ 156.78	\$ 195.98	
G057	8" MJ CAST IRON TEE	NO SPECIFICATIONS		1.25	\$ 234.67	\$ 293.33	
G058	6" MJ CAST IRON CAPS	NO SPECIFICATIONS		1.25	\$ 44.61	\$ 55.63	
G059	8" MJ CAST IRON CAPS	NO SPECIFICATIONS		1.25	\$ 72.83	\$ 91.03	

VALVE & HYDRANT									
MUELLER OR APPROVED EQUAL WITH R.W. GATE VALVE, EPOXY COATED									
COB ID	Description	Specifications			Historical quantity / potential estimate for life of contract	COST	TOTAL		
H001	2" I.P. X I.P. HANDWHEEL VALVE (DOMESTIC)				2.50	\$ 434.97	\$ 1,087.41	KENNEDY AIS STANDARD	
H002	2" I.P. X I.P. SQUARE NUT VALVE (DOMESTIC)				2.50	\$ 434.97	\$ 1,087.41	KENNEDY AIS STANDARD	
H003	2" I.P. X FLANGE SQUARE NUT VALVE (DOMESTIC)				1.25	\$ -	\$ -	No-Bid	
H004	2" FLANGE X FLANGE SQUARE NUT VALVE (DOMESTIC)				1.25	\$ 445.93	\$ 557.41	KENNEDY AIS STANDARD	
H005	6" MJ X MJ SQUARE NUT VALVE (DOMESTIC)				1.25	\$ 712.76	\$ 890.95	KENNEDY AIS STANDARD	
H006	4" MJ X FLANGE SQUARE NUT VALVE (DOMESTIC)				1.25	\$ 712.76	\$ 890.95	KENNEDY AIS STANDARD	
H007	4" FLANGE X FLANGE SQUARE NUT VALVE (DOMESTIC)				1.25	\$ 706.67	\$ 883.33	KENNEDY AIS STANDARD	
H008	6" MJ X MJ SQUARE NUT VALVE (DOMESTIC)				1.25	\$ 909.53	\$ 1,136.91	KENNEDY AIS STANDARD	
H009	6" MJ X FLANGE SQUARE NUT VALVE (DOMESTIC)				1.25	\$ 909.53	\$ 1,136.91	KENNEDY AIS STANDARD	
H010	6" FLANGE X FLANGE SQUARE NUT VALVE (DOMESTIC)				1.25	\$ 944.25	\$ 1,180.32	KENNEDY AIS STANDARD	
H011	6" MJ X MJ SQUARE NUT VALVE (DOMESTIC)				1.25	\$ 1,448.67	\$ 1,810.83	KENNEDY AIS STANDARD	
H012	6" MJ X FLANGE SQUARE NUT VALVE (DOMESTIC)				2.50	\$ 1,427.25	\$ 3,553.13	KENNEDY AIS STANDARD	
H013	6" FLANGE X FLANGE SQUARE NUT VALVE (DOMESTIC)				1.25	\$ 1,476.08	\$ 1,845.10	KENNEDY AIS STANDARD	
H014	4" BURIED HYDRANT - SILVER IN COLOR	CLOW MEDALLION	OR	MUELLER SUPER CENTURION	OR EJ WaterMaster SCD250	2.50	\$ 2,977.80	\$ 7,444.51	KENNEDY AIS STANDARD
H015	6" BURIED HYDRANT - SILVER IN COLOR	CLOW MEDALLION	OR	MUELLER SUPER CENTURION	OR EJ WaterMaster SCD250	2.50	\$ 3,116.15	\$ 7,790.37	KENNEDY AIS STANDARD
H016	2" FLANGE ACCESSORY KIT				1.25	\$ 7.61	\$ 9.51		
H017	3" FLANGE ACCESSORY KIT				1.25	\$ 9.21	\$ 11.51		
H018	4" FLANGE ACCESSORY KIT				1.25	\$ 13.24	\$ 16.55		
H019	6" FLANGE ACCESSORY KIT				1.25	\$ 20.37	\$ 25.46		
H020	6" FLANGE ACCESSORY KIT				1.25	\$ 23.21	\$ 29.01		
H021	10" FLANGE ACCESSORY KIT				1.25	\$ 49.68	\$ 62.10		
H022	12" FLANGE ACCESSORY KIT				1.25	\$ 55.14	\$ 68.92		

METER BOXES									
COB ID	Description	Specifications			Historical quantity / potential estimate for life of contract	COST	TOTAL		
D001	DOUBLE METER BOX			ALLIANCE D16-AMR-DU-SB	137.50	\$ 44.69	\$ 6,144.83	DFW16AMRX-12-1	
D002	DOUBLE METER BOX LID ONLY			ALLIANCE D16-AMR-DU-SB (LID ONLY)	100.00	\$ 9.92	\$ 991.95	DFW1200-LID	
D003	BOLT DOWN MINI VAULT			ROTEC D1730-18-60SM	1.25	\$ 414.83	\$ 518.53	DFW1730F-18-18A	
D004	DOUBLE CONCRETE METER BOX (BOX ONLY)			BHFI CMB18DUAL	1.25	\$ 103.84	\$ 259.60		
D005	DOUBLE CONCRETE METER BOX CAST IRON LID (LID ONLY)			BHFI CMB818C	1.25	\$ 94.46	\$ 236.15		
D006	DOUBLE CONCRETE METER BOX CAST IRON LID WITH PREDRILLED HOLE FOR ONE EXTERNAL ANTENNA (LID ONLY)			BHFI CMB858B5	1.25	\$ 103.20	\$ 128.99		
D007	65H CONCRETE VAULT METER BOX (BOX ONLY)			BHFI CMB858B5	1.25	\$ 103.84	\$ 129.80		
D008	65T CONCRETE VAULT METER BOX CAST IRON LID (LID ONLY)			BHFI B65C	1.25	\$ 189.14	\$ 236.42		
D009	65T CONCRETE VAULT METER BOX CAST IRON LID WITH PREDRILLED HOLES FOR TWO EXTERNAL ANTENNAS (LID ONLY)				1.25	\$ 210.01	\$ 262.51		
D010	38C COMPLETE DOUBLE PLASTIC METER BOX AND LID			DFW38C-1A-1A	2.50	\$ 320.99	\$ 852.47		
D011	38C PLASTIC LID ONLY			DFW38C-1A-LID	1.25	\$ 75.60	\$ 94.50		

METER BOXES							
COB ID	Description	Specifications		Historical quantity / potential estimate for life of contract	COST	TOTAL	
I001	DOUBLE METER BOX	ALLIANCE D16-AMR-OU-SB		137.50	\$ 44.69	\$ 6,144.83	DFW16AMRX-12-1
I002	DOUBLE METER BOX LID ONLY	ALLIANCE D16-AMR-OU-SB (LID ONLY)		100.00	\$ 9.92	\$ 991.95	DFW1200-1-LID
I003	BOLTDOWN MINI VAULT	ROTEC: D1730-18-BDSM		1.25	\$ 414.83	\$ 518.53	DFW1730F-18-1DA
I004	DOUBLE CONCRETE METER BOX (BOX ONLY)	BHFI CMB180UAL		2.50	\$ 103.54	\$ 259.60	
I005	DOUBLE CONCRETE METER BOX CAST IRON LID (LID ONLY)	BHFI CMB181BC		2.50	\$ 94.46	\$ 236.15	
I006	DOUBLE CONCRETE METER BOX CAST IRON LID WITH PREDRILLED HOLE FOR ONE EXTERNAL ANTENNA (LID ONLY)			1.25	\$ 103.20	\$ 128.99	
I007	65H CONCRETE VAULT METER BOX (BOX ONLY)	BHFI CMB65B65		1.25	\$ 103.84	\$ 129.80	
I008	65T CONCRETE VAULT METER BOX CAST IRON LID (LID ONLY)	BHFI B65C		1.25	\$ 189.14	\$ 236.42	
I009	65T CONCRETE VAULT METER BOX CAST IRON LID WITH PREDRILLED HOLES FOR TWO EXTERNAL ANTENNAS (LID ONLY)			1.25	\$ 210.01	\$ 262.51	
I010	38C COMPLETE DOUBLE PLASTIC METER BOX AND LID	DFW38C-14-1A		2.50	\$ 220.99	\$ 552.47	
I011	38C PLASTIC (LID ONLY)	DFW38C-1A-LID		1.25	\$ 75.60	\$ 94.50	

ROW CLEANOUT MISC							
COB ID	Description	Specifications		Historical quantity / potential estimate for life of contract	COST	TOTAL	
J001	4" THREADED METAL PLUG	MUST BE ABLE TO BE FOUND WITH METAL DETECTOR		12.50	\$ 40.00	\$ 500.00	
J002	NDS 6" ROUND BOX	208B		12.50	\$ -	\$ -	No-Bid
J003	NDS 6" ROUND OVERLAPPING COVER - SEWER	107CS		12.50	\$ -	\$ -	No-Bid
J004	NDS 6" ROUND BOX W/ OVERLAPPING COVER - SEWER	208B/CS		12.50	\$ -	\$ -	No-Bid
J005	4" 45 DEGREE THIN WALL LONG SWEEP TEE WYE	THIN WALL		12.50	\$ -	\$ -	No-Bid
J006	4" GLUE ON HUB X FEMALE THREAD THIN WALL	THIN WALL		12.50	\$ -	\$ -	No-Bid

FLUSH VALVE MISC							
COB ID	Description	Specifications		Historical quantity / potential estimate for life of contract	COST	TOTAL	
K001	1" BACK FLOW PREVENTER	USC FDCCHRR approved		12.50	\$ -	\$ -	No-Bid
K002	1 1/2" HUNTER GLOBE VALVE	HUNTER ICV151G, 1-1/2" NPT, 200 PSI		12.50	\$ -	\$ -	No-Bid
K003	HUNTER CONTROLLER	HUNTER SVC-100 w/ SOLENOID		12.50	\$ -	\$ -	No-Bid
K004	3" X 2" BRASS TEE	Domestic		2.50	\$ -	\$ -	No-Bid
K005	3" PVC THREADED PLUG			6.25	\$ 3.30	\$ 20.63	
K006	3" SDR35 PVC MALE X GLUE			1.25	\$ 16.22	\$ 20.28	
K007	3" SDR35 PVC PIPE			1.25	\$ -	\$ -	No-Bid (Not made)
K008	3" SDR35 COUPLING			1.25	\$ 2.47	\$ 3.09	
K009	4" NDS BOTTOM OUTLET			6.25	\$ -	\$ -	No-Bid
K010	NDS END CAP FOR BOTTOM OUTLET			18.75	\$ -	\$ -	No-Bid

END OF LIST

**City of Burleson  
Addendum to Vendor's Contract  
Additional Provisions**

**Consolidated Pipe and Supply**

**12319 N. Saginaw Blvd Fort Worth, TX 76179**

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. Limitation of Vendor's Contract Form. 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. Applicable Law; Venue. 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. Tax Exempt Status. 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. Entire Agreement. 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. Savings Clause. 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. Conflicts Of Interest. 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. Anti-Boycotting Provisions. 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. Vendor Certification Regarding Business With Certain Countries And Organizations. 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. Relationship of the Parties. 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. Survival. 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. Conflict. 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. Counterparts; PDF Signatures. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any pdf-format or other electronic transmission of any signature of a signatory shall be deemed an original and shall bind such signatory.

IN WITNESS WHEREOF, the parties have caused this Addendum to be duly executed, intending thereby to be legally bound.

City of Burleson, Texas:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Consolidated Pipe and Supply**

By: 

Name: Logan A. Berry

Title: Operations Manager

Date: 10/26/2023

# PIPE AND APPURTENANCE

Section A: BRASS LOW LEAD NON COMPRESSION								Consolidated Pipe		Core & Main		Ferguson		Fortiline		Johnson County WinWater		
COB ID	Description	Specification	OR	Specification	OR	Specification	Historical quantity / potential estimate for life of contract	Cost Each	Total Cost	Cost Each	Total Cost	Cost Each	Total Cost	Cost Each	Total Cost	Cost Each	Total Cost	
A001	3/4" SOFT COPPER	Type K Soft Copper (LF) DOMESTIC ONLY					1.00	\$ 7.00	\$ 7.00	\$ 7.51	\$ 7.51	\$ 6.22	\$ 6.22	\$ -	\$ -	\$ 6.25	\$ 6.25	
A002	1" SOFT COPPER	Type K Soft Copper (LF) DOMESTIC ONLY					625.00	\$ 8.89	\$ 5,553.16	\$ 9.97	\$ 6,231.25	\$ 8.25	\$ 5,156.25	\$ -	\$ -	\$ 7.50	\$ 4,687.50	
A003	1 1/2" HARD COPPER	Type L Hard Copper (LF)					1.00	\$ 14.48	\$ 14.48	\$ 11.77	\$ 11.77	\$ 9.64	\$ 9.64	\$ -	\$ -	\$ 9.25	\$ 9.25	
A004	2" HARD COPPER	Type L Hard Copper (LF)					50.00	\$ 22.20	\$ 1,109.77	\$ 18.94	\$ 947.00	\$ 15.51	\$ 775.50	\$ -	\$ -	\$ 14.75	\$ 737.50	
A005	3" Hard Copper	Type L Hard Copper (LF)					36.30	\$ 36.30	\$ 36.30	\$ 37.14	\$ 37.14	\$ 30.74	\$ 30.74	\$ -	\$ -	\$ 29.50	\$ 29.50	
A006	3/4" I.P. IN-LINE CURB STOP (LONG)	FORD BL11-233W-NL	OR	MUELLER B20246RN			50.00	\$ 42.92	\$ 2,145.98	\$ 40.79	\$ 2,039.50	\$ 41.25	\$ 2,062.50	\$ 39.77	\$ 1,988.50	\$ 41.50	\$ 2,075.00	
A007	3/4" I.P. IN-LINE CURB STOP (REGULAR)	FORD BH11-233W-NL	OR	MUELLER B20200RN			44.20	\$ 265.17	\$ 42.81	\$ 256.86	\$ 42.81	\$ 256.86	\$ 42.81	\$ 256.86	\$ 41.74	\$ 250.44	\$ 42.50	\$ 250.00
A008	3/4" I.P. ANGLE CURB STOP W/ SWIVEL NUT	FORD KV13-332W-NL	OR	MUELLER H14265N			56.00	\$ 37.39	\$ 2,093.89	\$ 35.59	\$ 1,993.04	\$ 35.59	\$ 1,993.04	\$ 34.70	\$ 1,943.20	\$ 36.25	\$ 2,030.00	
A009	3/4" BRASS I.P. STREET 90	DOMESTIC					1.00	\$ 16.09	\$ 16.09	\$ 18.19	\$ 18.19	\$ 16.47	\$ 16.47	\$ -	\$ -	\$ 21.75	\$ 21.75	
A010	3/4" BRASS I.P. FEMALE X FEMALE 90	DOMESTIC					11.69	\$ 11.69	\$ 13.21	\$ 13.21	\$ 13.21	\$ 12.25	\$ 12.25	\$ -	\$ -	\$ 11.50	\$ 11.50	
A011	3/4" CLOSE BRASS NIPPLE	DOMESTIC					6.00	\$ 2.18	\$ 13.10	\$ 2.84	\$ 15.84	\$ 2.92	\$ 17.52	\$ -	\$ -	\$ 3.25	\$ 19.50	
A012	3/4" BRASS I.P. COUPLING	DOMESTIC					6.00	\$ 10.26	\$ 61.59	\$ 11.60	\$ 69.60	\$ 10.76	\$ 64.56	\$ -	\$ -	\$ 14.00	\$ 84.00	
A013	1" I.P. IN-LINE CURB STOP	FORD B11-444W-NL	OR	MUELLER B20200N			1.00	\$ 86.66	\$ 86.66	\$ 83.84	\$ 83.84	\$ 93.85	\$ 93.85	\$ 91.51	\$ 91.51	\$ 95.00	\$ 95.00	
A014	1" I.P. ANGLE CURB STOP W/ SWIVEL NUT	FORD KV13-444W-NL	OR	MUELLER H14265N			1.00	\$ 57.32	\$ 57.32	\$ 54.57	\$ 54.57	\$ 54.57	\$ 54.57	\$ 53.21	\$ 53.21	\$ 55.50	\$ 55.50	
A015	1" X 3/4" I.P. ANGLE CURB STOP W/ SWIVEL NUT	FORD KV13-342W-NL	OR	MUELLER H14265N			1.00	\$ 39.92	\$ 39.92	\$ 37.98	\$ 37.98	\$ 37.98	\$ 37.98	\$ 37.03	\$ 37.03	\$ 38.60	\$ 38.60	
A016	1" BRASS I.P. STREET 90	DOMESTIC					22.00	\$ 26.32	\$ 579.08	\$ 29.78	\$ 654.72	\$ 27.59	\$ 606.98	\$ -	\$ -	\$ 26.00	\$ 572.00	
A017	1" BRASS I.P. FEMALE X FEMALE 90	DOMESTIC					1.00	\$ 19.01	\$ 19.01	\$ 21.50	\$ 21.50	\$ 19.93	\$ 19.93	\$ -	\$ -	\$ 19.00	\$ 19.00	
A018	1" BRASS CLOSE NIPPLE	DOMESTIC					6.00	\$ 3.22	\$ 19.31	\$ 3.88	\$ 23.28	\$ 4.24	\$ 25.44	\$ -	\$ -	\$ 8.00	\$ 48.00	
A019	1" BRASS I.P. COUPLING	DOMESTIC					1.00	\$ 17.51	\$ 17.51	\$ 19.80	\$ 19.80	\$ 18.35	\$ 18.35	\$ -	\$ -	\$ 23.75	\$ 23.75	
A020	2" X 6" BRASS NIPPLE	DOMESTIC					3.00	\$ 21.22	\$ 63.66	\$ 25.60	\$ 76.80	\$ 27.98	\$ 83.94	\$ -	\$ -	\$ 38.00	\$ 114.00	
A021	2" X 3/4" BRASS HEX BUSHING	FORD C18-34-NL	OR	MUELLER 47169N	OR	DOMESTIC	6.00	\$ 6.39	\$ 38.34	\$ 5.93	\$ 35.58	\$ 5.93	\$ 35.58	\$ 5.79	\$ 34.74	\$ 6.00	\$ 36.00	
A022	1" CC X 3/4" BRASS HEX BUSHING	FORD BMAA-43-NL	OR	MUELLER H10030N	OR	DOMESTIC	1.00	\$ 18.94	\$ 18.94	\$ 16.09	\$ 16.09	\$ 16.09	\$ 16.09	\$ -	\$ -	\$ 15.86	\$ 15.86	
A023	1 1/2" X 3/4" BRASS HEX BUSHING	FORD C18-36-NL	OR	MUELLER 47169N	OR	DOMESTIC	6.00	\$ 25.89	\$ 155.31	\$ 24.02	\$ 144.12	\$ 24.02	\$ 144.12	\$ 23.42	\$ 140.52	\$ 25.75	\$ 154.50	
A024	2" X 3/4" BRASS HEX BUSHING	FORD C18-37-NL	OR	DOMESTIC			1.00	\$ 26.98	\$ 26.98	\$ 25.03	\$ 25.03	\$ 25.03	\$ 25.03	\$ 24.41	\$ 24.41	\$ 31.75	\$ 31.75	
A025	1 1/4" X 1" BRASS HEX BUSHING	FORD C18-54-NL	OR	DOMESTIC			6.00	\$ 23.56	\$ 141.38	\$ 21.87	\$ 131.22	\$ 21.87	\$ 131.22	\$ 21.32	\$ 127.92	\$ 18.25	\$ 109.50	
A026	1 1/2" X 1" BRASS HEX BUSHING	FORD C18-46-NL	OR	MUELLER 47169N	OR	DOMESTIC	6.00	\$ 25.89	\$ 155.31	\$ 24.02	\$ 144.12	\$ 24.02	\$ 144.12	\$ 23.42	\$ 140.52	\$ 25.75	\$ 154.50	
A027	2" X 1" BRASS HEX BUSHING	FORD C18-47-NL	OR	MUELLER 47164N	OR	DOMESTIC	6.00	\$ 24.59	\$ 149.93	\$ 23.19	\$ 139.14	\$ 23.19	\$ 139.14	\$ 22.61	\$ 135.86	\$ 31.75	\$ 198.00	
A028	2" X 1 1/2" BRASS HEX BUSHING	FORD C18-67-NL	OR	MUELLER 47172N	OR	DOMESTIC	16.00	\$ 24.52	\$ 398.71	\$ 23.12	\$ 389.92	\$ 23.12	\$ 389.92	\$ 22.61	\$ 381.76	\$ 32.75	\$ 524.00	
A029	1 1/2" CLOSE BRASS NIPPLE	DOMESTIC					5.00	\$ 6.21	\$ 31.03	\$ 7.49	\$ 37.45	\$ 7.71	\$ 38.55	\$ -	\$ -	\$ 10.25	\$ 51.25	
A030	1 1/2" BRASS I.P. COUPLING	DOMESTIC					1.00	\$ 38.01	\$ 38.01	\$ 43.00	\$ 43.00	\$ 39.84	\$ 39.84	\$ -	\$ -	\$ 40.00	\$ 40.00	
A031	2" CLOSE BRASS NIPPLE	DOMESTIC					13.00	\$ 9.45	\$ 122.83	\$ 11.40	\$ 148.20	\$ 11.74	\$ 152.62	\$ -	\$ -	\$ 14.50	\$ 188.50	
A032	2" BRASS I.P. COUPLING	DOMESTIC					3.00	\$ 62.85	\$ 188.55	\$ 71.59	\$ 214.77	\$ 65.46	\$ 197.66	\$ -	\$ -	\$ 62.25	\$ 186.75	
A033	1 1/2" BRASS STREET 90	DOMESTIC					1.00	\$ 52.81	\$ 52.81	\$ 59.50	\$ 59.50	\$ 55.14	\$ 55.14	\$ -	\$ -	\$ 66.50	\$ 66.50	
A034	1 1/2" BRASS FEMALE X FEMALE 90	DOMESTIC					1.00	\$ 44.85	\$ 44.85	\$ 50.73	\$ 50.73	\$ 47.01	\$ 47.01	\$ -	\$ -	\$ 37.75	\$ 37.75	
A035	2" BRASS STREET 90	DOMESTIC					3.00	\$ 89.16	\$ 267.48	\$ 100.84	\$ 302.52	\$ 93.46	\$ 280.38	\$ -	\$ -	\$ 88.50	\$ 265.50	
A036	2" BRASS FEMALE X FEMALE 90	DOMESTIC					1.00	\$ 66.80	\$ 66.80	\$ 75.56	\$ 75.56	\$ 70.02	\$ 70.02	\$ -	\$ -	\$ 64.50	\$ 64.50	
A037	2" I.P. X FLANGE ANGLE CURB STOP	FORD FV15-777W-NL	OR	MUELLER H14265N			3.00	\$ 208.49	\$ 208.49	\$ 240.83	\$ 722.49	\$ 240.83	\$ 722.49	\$ 234.83	\$ 704.49	\$ 202.25	\$ 606.75	
A038	3/4" METER SPUD	FORD C38-23.2-NL	OR	EQUAL WITH HEXAGON OUTSIDE			375.00	\$ 11.20	\$ 4,200.83	\$ 11.13	\$ 4,173.75	\$ 11.26	\$ 4,222.50	\$ 11.26	\$ 4,178.50	\$ 11.25	\$ 4,218.75	
A039	1" METER SPUD	FORD C38-42.825-NL	OR	EQUAL WITH HEXAGON OUTSIDE			125.00	\$ 18.02	\$ 2,252.87	\$ 17.13	\$ 2,141.25	\$ 17.33	\$ 2,166.25	\$ 16.71	\$ 2,088.75	\$ 16.75	\$ 2,137.50	
A040	1" X 1/2" METER ADAPTER (LONG) -- (SOLD IN PAIRS)	A24-NL					1.00	\$ 29.94	\$ 29.94	\$ 28.43	\$ 28.43	\$ 28.43	\$ 28.43	\$ 27.72	\$ 27.72	\$ 30.25	\$ 30.25	
A041	1" X 3/4" METER COUPLING BUSHING	FORD BBM-34-NL	OR	MUELLER H10889-9000N	OR	DOMESTIC	1.00	\$ 16.68	\$ 16.68	\$ 13.86	\$ 13.86	\$ 14.01	\$ 14.01	\$ -	\$ -	\$ 22.00	\$ 22.00	
A042	1 1/2" METER FLANGE	FORD CF31-46-NL	OR	MUELLER	OR	DOMESTIC	1.00	\$ 52.09	\$ 52.09	\$ 49.54	\$ 49.54	\$ 49.54	\$ 49.54	\$ -	\$ -	\$ 51.00	\$ 51.00	
A043	2" METER FLANGE SLOTTED FOR 2" & 1 1/2"	FORD CF31-774N	OR	MUELLER	OR	DOMESTIC	13.00	\$ 68.01	\$ 884.15	\$ 64.89	\$ 843.97	\$ 64.89	\$ 843.97	\$ 62.00	\$ 806.00	\$ 65.00	\$ 845.00	
A044	7" METER RISER for 5/8" x 3/4"	FORD V42-72W-NL	OR	MUELLER H14118N	OR	DOMESTIC	1.00	\$ 110.59	\$ 110.59	\$ 109.78	\$ 109.78	\$ 109.78	\$ 109.78	\$ 107.94	\$ 107.94	\$ 100.00	\$ 100.00	
A045	12" METER RISER for 5/8" x 3/4"	FORD V42-120W-NL	OR	MUELLER H14118N	OR	DOMESTIC	1.00	\$ 115.91	\$ 115.91	\$ 115.06	\$ 115.06	\$ 115.06	\$ 115.06	\$ 112.19	\$ 112.19	\$ 112.00	\$ 112.00	
A046	18" METER RISER for 5/8" x 3/4"	FORD V42-180W-NL	OR	MUELLER EQUIVALENT	OR	DOMESTIC	1.00	\$ 137.62	\$ 137.62	\$ 136.62	\$ 136.62	\$ 136.62	\$ 136.62	\$ 133.22	\$ 133.22	\$ 122.00	\$ 122.00	
A047	24" METER RISER for 5/8" x 3/4"	FORD V42-240W-NL	OR	MUELLER EQUIVALENT	OR	DOMESTIC	1.00	\$ 147.39	\$ 147.39	\$ 146.30	\$ 146.30	\$ 146.30	\$ 146.30	\$ 142.65	\$ 142.65	\$ 141.00	\$ 141.00	
A048	12" METER RISER for 1"	FORD V44-120W-NL	OR	MUELLER EQUIVALENT	OR	DOMESTIC	1.00	\$ 216.23	\$ 216.23	\$ 214.60	\$ 214.60	\$ 214.60	\$ 214.60	\$ 209.25	\$ 209.25	\$ 208.00	\$ 208.00	
A049	18" METER RISER for 1"	FORD V44-180W-NL	OR	MUELLER EQUIVALENT	OR	DOMESTIC	1.00	\$ 259.11	\$ 259.11	\$ 256.18	\$ 256.18	\$ 256.18	\$ 256.18	\$ 249.79	\$ 249.79	\$ 248.50	\$ 248.50	
A050	24" METER RISER for 1"	FORD V44-240W-NL	OR	MUELLER EQUIVALENT	OR	DOMESTIC	1.00	\$ 280.69	\$ 280.69	\$ 278.59	\$ 278.59	\$ 278.59	\$ 278.59	\$ 271.65	\$ 271.65	\$ 271.25	\$ 271.25	
A051	3/4" BRASS PLUG	DOMESTIC					1.00	\$ 7.31	\$ 7.31	\$ 8.26	\$ 8.26	\$ 7.66	\$ 7.66	\$ -	\$ -	\$ 11.25	\$ 11.25	
A052	3/4" BRASS CAP	DOMESTIC					1.00	\$ 7.31	\$ 7.31	\$ 8.28	\$ 8.28	\$ 7.66	\$ 7.66	\$ -	\$ -	\$ 7.25	\$ 7.25	
A053	1" BRASS PLUG	DOMESTIC					13.00	\$ 11.69	\$ 151.87	\$ 13.21	\$ 171.73	\$ 12.25	\$ 159.25	\$ -	\$ -	\$ 20.25	\$ 263.25	
A054	1" BRASS CAP	DOMESTIC					1.00	\$ 14.07	\$ 14.07	\$ 15.91	\$ 15.91	\$ 14.75	\$ 14.75	\$ -	\$ -	\$ 14.00	\$ 14.00	
A055	1 1/2" BRASS PLUG	DOMESTIC					1.00	\$ 20.47	\$ 20.47	\$ 23.15	\$ 23.15	\$ 21.46	\$ 21.46	\$ -	\$ -	\$ 18.75	\$ 18.75	
A056	1 1/2" BRASS CAP	DOMESTIC					1.00	\$ 20.47	\$ 20.47	\$ 24.71	\$							

B027	1" GJ(CTS) X FEMALE LP	FORD C14-44-G-NL	OR	MUELLER G15451N	6.00	\$	25.70	\$	154.21	\$	24.47	\$	146.82	\$	24.74	\$	148.44	\$	23.86	\$	143.16	\$	24.75	\$	148.50
B028	1" X 3/4" GJ(CTS) X MALE LP	FORD C84-34-G-NL	OR	MUELLER G15428N	1.00	\$	19.94	\$	19.94	\$	18.98	\$	18.98	\$	19.19	\$	19.19	\$	18.50	\$	18.50	\$	19.25	\$	19.25
B029	1" X 3/4" GJ(CTS) X FEMALE LP	FORD C14-34-G-NL	OR	MUELLER G15451N	1.00	\$	22.32	\$	22.32	\$	21.23	\$	21.23	\$	21.47	\$	21.47	\$	20.70	\$	20.70	\$	21.50	\$	21.50
B030	1" GJ(CTS) X MALE LP 90	FORD L84-44-G-NL	OR	MUELLER G15533N	1.00	\$	32.83	\$	32.83	\$	31.22	\$	31.22	\$	31.50	\$	31.50	\$	30.44	\$	30.44	\$	31.75	\$	31.75
B031	1" GJ(CTS) X FEMALE LP 90	FORD L14-44-G-NL	OR	MUELLER G15533N	1.00	\$	41.68	\$	41.68	\$	39.66	\$	39.66	\$	40.01	\$	40.01	\$	38.67	\$	38.67	\$	40.25	\$	40.25
B032	1" X 3/4" GJ(CTS) X MALE LP 90	FORD L84-34-G-NL	OR	MUELLER G15531N	1.00	\$	26.75	\$	26.75	\$	25.47	\$	25.47	\$	25.75	\$	25.75	\$	24.83	\$	24.83	\$	25.75	\$	25.75
B033	1" GJ(CTS) COUPLING	FORD C44-44-G-NL	OR	MUELLER G15403N	19.00	\$	25.09	\$	476.75	\$	23.88	\$	453.72	\$	24.16	\$	459.04	\$	23.28	\$	442.32	\$	24.25	\$	460.75
B034	1" GJ(CTS) 90	FORD L44-44-G-NL	OR	MUELLER G15528N	5.00	\$	36.46	\$	182.30	\$	34.64	\$	173.20	\$	35.03	\$	175.15	\$	33.78	\$	168.90	\$	35.25	\$	176.25
B035	1" X 3/4" GJ(CTS) COUPLING	FORD C44-34-G-NL	OR	MUELLER G15403N	1.00	\$	25.48	\$	25.48	\$	24.26	\$	24.26	\$	24.53	\$	24.53	\$	23.65	\$	23.65	\$	24.75	\$	24.75
B036	1" PJP(VCI) X MALE LP	FORD C87-44-NL	OR	MUELLER V15440N	13.00	\$	37.22	\$	483.84	\$	35.43	\$	460.59	\$	35.83	\$	465.70	\$	34.55	\$	448.15	\$	35.00	\$	468.00
B037	1" PJP(VCI) X FEMALE LP	FORD C17-44-NL	OR	MUELLER V15442N	13.00	\$	36.54	\$	475.02	\$	34.76	\$	451.88	\$	35.15	\$	456.95	\$	33.89	\$	440.57	\$	35.50	\$	461.50
B038	1" X 3/4" PJP(VCI) X MALE LP	FORD C87-34-NL	OR	MUELLER V15440N	1.00	\$	35.62	\$	35.62	\$	33.89	\$	33.89	\$	34.27	\$	34.27	\$	33.04	\$	33.04	\$	34.50	\$	34.50
B039	1" X 3/4" PJP(VCI) X FEMALE LP	FORD C17-34-NL	OR	MUELLER V15442N	6.00	\$	37.33	\$	224.00	\$	35.50	\$	213.00	\$	35.90	\$	215.40	\$	34.62	\$	207.72	\$	36.25	\$	217.50
B040	1" PJP(VCI) X MALE LP 90	FORD L87-44-NL	OR	MUELLER	13.00	\$	43.06	\$	559.75	\$	40.96	\$	532.48	\$	41.32	\$	537.16	\$	39.93	\$	519.09	\$	41.75	\$	542.75
B041	1" PJP(VCI) X FEMALE LP 90	FORD L17-44-NL	OR	MUELLER	6.00	\$	37.05	\$	481.60	\$	36.30	\$	471.90	\$	36.66	\$	476.38	\$	35.40	\$	460.20	\$	37.00	\$	484.00
B042	1" X 3/4" PJP(VCI) X MALE LP 90	FORD L87-34-NL	OR	MUELLER	6.00	\$	43.69	\$	262.07	\$	36.31	\$	217.86	\$	36.64	\$	219.84	\$	35.41	\$	212.46	\$		\$	
B043	1" PJP(VCI) COUPLING	FORD C77-44-NL	OR	MUELLER V15441N	13.00	\$	54.40	\$	326.41	\$	51.76	\$	310.56	\$	52.34	\$	314.04	\$	50.47	\$	303.82	\$	53.00	\$	318.00
B044	1" PJP(VCI) 90	FORD L77-44-NL	OR	MUELLER	13.00	\$	66.95	\$	870.28	\$	63.59	\$	828.10	\$	64.27	\$	835.51	\$	62.11	\$	807.43	\$	64.75	\$	841.75
B045	1" X 3/4" PJP(VCI) COUPLING	FORD C77-34-NL	OR	MUELLER V15441N	6.00	\$	43.71	\$	262.40	\$	41.70	\$	249.54	\$	42.06	\$	252.36	\$	40.55	\$	243.30	\$	42.25	\$	253.50
B046	1/2" GJ(CTS) 90	FORD L44-46-G-NL	OR	MUELLER G15528N	1.00	\$	116.87	\$	116.87	\$	111.27	\$	111.27	\$	112.26	\$	112.26	\$	108.48	\$	108.48	\$	113.00	\$	113.00
B047	1/2" PJP(VCI) 90	FORD L77-46-NL	OR	MUELLER	1.00	\$	153.01	\$	153.01	\$	150.82	\$	150.82	\$	150.82	\$	150.82	\$	147.08	\$	147.08	\$	148.00	\$	148.00
B048	1/2" GJ(CTS) COUPLING	FORD C44-46-G-NL	OR	MUELLER G15403N	1.00	\$	83.97	\$	83.97	\$	79.90	\$	79.90	\$	80.62	\$	80.62	\$	77.91	\$	77.91	\$	81.25	\$	81.25
B049	1/2" PJP(VCI) COUPLING	FORD C77-46-NL	OR	MUELLER V15441N	1.00	\$	106.17	\$	106.17	\$	100.99	\$	100.99	\$	101.89	\$	101.89	\$	98.47	\$	98.47	\$	102.75	\$	102.75
B050	1/2" GJ(CTS) X MALE LP	FORD C84-46-G-NL	OR	MUELLER G15428N	1.00	\$	58.45	\$	58.45	\$	55.60	\$	55.60	\$	56.22	\$	56.22	\$	54.21	\$	54.21	\$	56.75	\$	56.75
B051	1/2" GJ(CTS) X FEMALE LP	FORD C14-46-G-NL	OR	MUELLER G15451N	1.00	\$	74.78	\$	74.78	\$	71.12	\$	71.12	\$	71.76	\$	71.76	\$	69.35	\$	69.35	\$	72.50	\$	72.50
B052	1/2" PJP(VCI) X MALE LP	FORD C87-46-NL	OR	MUELLER V15440N	1.00	\$	73.23	\$	73.23	\$	69.66	\$	69.66	\$	70.44	\$	70.44	\$	67.92	\$	67.92	\$	71.00	\$	71.00
B053	1/2" PJP(VCI) X FEMALE LP	FORD C17-46-NL	OR	MUELLER V15442N	1.00	\$	63.89	\$	83.09	\$	86.51	\$	86.51	\$	87.29	\$	87.29	\$	84.36	\$	84.36	\$	89.50	\$	89.50
B054	1/2" GJ(CTS) X FLANGE ANGLE CURB STOP	FORD FV43-66W-G-NL	OR	MUELLER G14277N	1.00	\$	222.87	\$	222.87	\$	215.62	\$	215.62	\$	217.56	\$	217.56	\$	210.25	\$	210.25	\$	215.75	\$	215.75
B055	1/2" GJ(CTS) X FEMALE INLINE CURB STOP	FORD B41-66W-G-NL	OR	MUELLER G25170N	1.00	\$	236.52	\$	236.52	\$	224.77	\$	224.77	\$	224.77	\$	224.77	\$	219.17	\$	219.17	\$	228.75	\$	228.75
B056	2" GJ(CTS) COUPLING	FORD C44-77-G-NL	OR	MUELLER	1.00	\$	113.39	\$	113.39	\$	107.86	\$	107.86	\$	107.86	\$	107.86	\$	105.17	\$	105.17	\$	109.75	\$	109.75
B057	2" GJ(CTS) 90	FORD L44-77-G-NL	OR	MUELLER G15528N	1.00	\$	226.64	\$	946.57	\$	225.11	\$	900.44	\$	225.11	\$	900.44	\$	219.50	\$	878.00	\$	228.75	\$	915.00
B058	2" PJP(VCI) COUPLING	FORD L17-77-NL	OR	MUELLER	1.00	\$	256.45	\$	256.45	\$	251.92	\$	251.92	\$	251.92	\$	249.33	\$	245.64	\$	245.64	\$	247.50	\$	247.50
B059	2" GJ(CTS) X MALE LP	FORD C84-77-G-NL	OR	MUELLER G15428N	4.00	\$	65.16	\$	340.64	\$	81.02	\$	324.08	\$	81.75	\$	327.00	\$	79.00	\$	315.00	\$	82.25	\$	325.00
B060	2" GJ(CTS) X FEMALE LP	FORD C14-77-G-NL	OR	MUELLER G15451N	1.00	\$	89.01	\$	356.05	\$	84.69	\$	338.76	\$	85.45	\$	341.80	\$	82.58	\$	330.32	\$	86.00	\$	344.00
B061	2" PJP(VCI) X FLANGE ANGLE CURB STOP	FORD FV73-77W-NL	OR	MUELLER	1.00	\$	480.30	\$	480.30	\$	267.28	\$	267.28	\$	267.28	\$	267.28	\$	260.62	\$	260.62	\$	464.25	\$	464.25
B062	2" PJP(VCI) COUPLING	FORD C77-77-NL	OR	MUELLER	3.00	\$	160.59	\$	481.76	\$	152.76	\$	458.28	\$	152.76	\$	458.28	\$	148.95	\$	446.85	\$	155.25	\$	465.75
B063	2" PJP(VCI) X MALE LP	FORD C87-77-NL	OR	MUELLER V15440N	1.00	\$	106.38	\$	405.32	\$	101.22	\$	404.86	\$	102.13	\$	406.62	\$	98.70	\$	394.80	\$	102.75	\$	410.00
B064	2" PJP(VCI) X FEMALE LP	FORD C17-77-NL	OR	MUELLER V15442N	1.00	\$	122.36	\$	386.79	\$	116.30	\$	348.90	\$	117.34	\$	352.00	\$	113.40	\$	340.20	\$	118.25	\$	354.75
B065	2" GJ(CTS) X FLANGE ANGLE CURB STOP	FORD FV43-77W-G-NL	OR	MUELLER G14277N	1.00	\$	286.10	\$	858.31	\$	276.81	\$	830.43	\$	276.81	\$	830.43	\$	269.91	\$	809.73	\$	275.75	\$	837.25
B066	2" PJP(VCI) X FLANGE ANGLE CURB STOP	FORD FV73-77W-NL	OR	MUELLER	1.00	\$	480.30	\$	480.30	\$	267.28	\$	267.28	\$	267.28	\$	267.28	\$	260.62	\$	260.62	\$	464.25	\$	464.25
							\$ 18,867.92		\$ 17,752.91				\$ 17,765.97		Incomplete Bid		\$ 16,406.70						\$ 18,210.25		

#### Section C: DRESSER COUPLINGS

COB ID	Description	Specifications	Specifications	Historical quantity / potential estimate for life of contract
C001	3/4" TWO BOLT BLUE DRESSER COUPLING	HYMAX		1.00
C002	1" TWO BOLT BLUE DRESSING COUPLING	HYMAX		1.00
C003	2" TWO BOLT BLUE DRESSING COUPLING	HYMAX		1.00
C004	2" HYMAX DRESSER COUPLING	HYMAX		9.00
C005	3" HYMAX DRESSER COUPLING	HYMAX		1.00
C006	4" HYMAX DRESSER COUPLING	HYMAX		1.00
C007	6" HYMAX DRESSER COUPLING	HYMAX		3.00
C008	8" HYMAX DRESSER COUPLING	HYMAX		1.00
C009	8" FOUR BOLT CAST IRON COUPLING	HYMAX		1.00
C010	10" HYMAX DRESSER COUPLING	HYMAX		1.00
C011	10" SIX BOLT CAST IRON DRESSER COUPLING	HYMAX		1.00
C012	12" HYMAX DRESSER COUPLING	HYMAX		1.00
C013	12" SIX BOLT CAST IRON DRESSER COUPLING	HYMAX		1.00
C014	4" MEGA LUGS FOR D.I. PIPE	MEGA LUGS		1.00
C015	4" MEGA LUGS WITH BOLT & GASKET SET FOR PVC	MEGA LUGS	AND INCLUDES BOLT AND GASKET SET	1.00
C016	6" MEGA LUGS FOR D.I. PIPE	MEGA LUGS		1.00
C017	6" MEGA LUGS WITH BOLT & GASKET SET FOR PVC	MEGA LUGS	AND INCLUDES BOLT AND GASKET SET	1.00
C018	8" MEGA LUGS FOR D.I. PIPE	MEGA LUGS		1.00
C019	8" MEGA LUGS WITH BOLT & GASKET SET FOR PVC	MEGA LUGS	AND INCLUDES BOLT AND GASKET SET	1.00
C020	10" MEGA LUGS FOR D.I. PIPE	MEGA LUGS		1.00
C021	10" MEGA LUGS WITH BOLT & GASKET SET FOR PVC	MEGA LUGS	AND INCLUDES BOLT AND GASKET SET	1.00
C022	12" MEGA LUGS FOR D.I. PIPE	MEGA LUGS		1.00
C023	12" MEGA LUGS WITH BOLT & GASKET SET FOR PVC	MEGA LUGS	AND INCLUDES BOLT AND GASKET SET	1.00
C024	16" MEGA LUGS FOR D.I. PIPE	MEGA LUGS		1.00
C025	16" MEGA LUGS WITH BOLT & GASKET SET FOR PVC	MEGA LUGS	AND INCLUDES BOLT AND GASKET SET	1.00
C026	3" MEGA LUGS FOR D.I. PIPE	MEGA LUGS		1.00
C027	3" MEGA LUGS WITH BOLT & GASKET SET FOR PVC	MEGA LUGS	AND INCLUDES BOLT AND GASKET SET	1.00
C028	4" MEGA LUGS FOR PVC	MEGA LUGS		1.00
C029	6" MEGA LUGS FOR PVC	MEGA LUGS		1.00
C030	8" MEGA LUGS FOR PVC	MEGA LUGS		1.00
C031	10" MEGA LUGS FOR PVC	MEGA LUGS		1.00
C032	12" MEGA LUGS FOR PVC	MEGA LUGS		1.00
C033	16" MEGA LUGS FOR PVC	MEGA LUGS		1.00

#### Section D: LEAK CLAMPS

COB ID	Description	Specifications	Specifications	Historical quantity / potential estimate for life of contract
D001	2" X 12" FULL CIRCLE CLAMP	Smith Blair		1.00
D002	4" X 12" FULL CIRCLE CLAMP	Smith Blair		1.00
D003	6" X 12" FULL CIRCLE CLAMP	Smith Blair		10.00
D004	6" X 12" FULL CIRCLE CLAMP W/ 1" CC TAP	Smith Blair		1.00
D005	6" X 18" FULL CIRCLE CLAMP	Smith Blair		1.00
D006	8" X 24" FULL CIRCLE CLAMP	Smith Blair		3.00
D007	8" X 12" FULL CIRCLE CLAMP	Smith Blair		9.00
D008	8" X 12" FULL CIRCLE CLAMP W/ 1" CC TAP	Smith Blair		1.00
D009	8" X 18" FULL CIRCLE CLAMP	Smith Blair		1.00
D010	8" X 24" FULL CIRCLE CLAMP	Smith Blair		1.00
D011	10" X 12" FULL CIRCLE CLAMP	Smith Blair		1.00
D012	12" X 12" FULL CIRCLE CLAMP W/ 1" CC TAP	Smith Blair		1.00
D013	12" X 12" FULL CIRCLE CLAMP	Smith Blair		1.00
D014	12" X 12" FULL CIRCLE CLAMP W/ 1" CC TAP	Smith Blair		1.00

					\$ 12,425.77	\$ 8,768.75	\$ 6,276.91			\$ 7,792.50						
Section E: TAPPING SADDLES					Consolidated Pipe				Core & Main		Ferguson		Fortilne		Johnson County WinWater	
COB ID	Description	Specifications		Historical quantity / potential estimate for life of contract	Cost Each	Total Cost	Cost Each	Total Cost	Cost Each	Total Cost	Cost Each	Total Cost	Cost Each	Total Cost	Cost Each	Total Cost
E001	2" X 3/4" CC THREAD	Smith Blair		1.00	\$ 23.41	\$ 23.41	\$ 73.16	\$ 73.16	\$ 58.28	\$ 58.28	\$ -	\$ -	\$ -	\$ -	\$ 65.00	\$ 65.00
E002	4" X 3/4" CC THREAD	Smith Blair		1.00	\$ 27.05	\$ 27.05	\$ 70.30	\$ 70.30	\$ 55.99	\$ 55.99	\$ -	\$ -	\$ -	\$ -	\$ 62.50	\$ 62.50
E003	6" X 3/4" CC THREAD	Smith Blair		1.00	\$ 33.53	\$ 33.53	\$ 80.78	\$ 80.78	\$ 64.32	\$ 64.32	\$ -	\$ -	\$ -	\$ -	\$ 71.75	\$ 71.75
E004	8" X 3/4" CC THREAD	Smith Blair		1.00	\$ 40.23	\$ 40.23	\$ 95.44	\$ 95.44	\$ 76.00	\$ 76.00	\$ -	\$ -	\$ -	\$ -	\$ 84.75	\$ 84.75
E005	10" X 3/4" CC THREAD	Smith Blair		1.00	\$ 46.86	\$ 46.86	\$ 113.43	\$ 113.43	\$ 90.32	\$ 90.32	\$ -	\$ -	\$ -	\$ -	\$ 100.75	\$ 100.75
E006	12" X 3/4" CC THREAD	Smith Blair		1.00	\$ 50.39	\$ 50.39	\$ 132.01	\$ 132.01	\$ 105.13	\$ 105.13	\$ -	\$ -	\$ -	\$ -	\$ 117.25	\$ 117.25
E007	2" X 1" CC THREAD	Smith Blair		8.00	\$ 23.41	\$ 187.31	\$ 73.16	\$ 585.28	\$ 58.28	\$ 466.24	\$ -	\$ -	\$ -	\$ -	\$ 65.00	\$ 520.00
E008	4" X 1" CC THREAD	Smith Blair		2.00	\$ 27.05	\$ 54.10	\$ 70.30	\$ 140.60	\$ 55.99	\$ 111.98	\$ -	\$ -	\$ -	\$ -	\$ 62.50	\$ 125.00
E009	6" X 1" CC THREAD	Smith Blair		1.00	\$ 34.14	\$ 34.14	\$ 80.78	\$ 80.78	\$ 64.32	\$ 64.32	\$ -	\$ -	\$ -	\$ -	\$ 71.75	\$ 71.75
E010	8" X 1" CC THREAD	Smith Blair		1.00	\$ 40.23	\$ 40.23	\$ 95.44	\$ 95.44	\$ 76.00	\$ 76.00	\$ -	\$ -	\$ -	\$ -	\$ 84.75	\$ 84.75
E011	10" X 1" CC THREAD	Smith Blair		1.00	\$ 46.86	\$ 46.86	\$ 113.43	\$ 113.43	\$ 90.32	\$ 90.32	\$ -	\$ -	\$ -	\$ -	\$ 100.75	\$ 100.75
E012	12" X 1" CC THREAD	Smith Blair		1.00	\$ 50.39	\$ 50.39	\$ 132.01	\$ 132.01	\$ 105.13	\$ 105.13	\$ -	\$ -	\$ -	\$ -	\$ 117.25	\$ 117.25
E013	4" X 2" I.P. THREAD	Smith Blair		1.00	\$ 37.84	\$ 37.84	\$ 84.68	\$ 84.68	\$ 67.43	\$ 67.43	\$ -	\$ -	\$ -	\$ -	\$ 75.25	\$ 75.25
E014	6" X 2" I.P. THREAD	Smith Blair		1.00	\$ 47.22	\$ 47.22	\$ 96.81	\$ 96.81	\$ 77.09	\$ 77.09	\$ -	\$ -	\$ -	\$ -	\$ 86.00	\$ 86.00
E015	8" X 2" I.P. THREAD	Smith Blair		6.00	\$ 59.63	\$ 357.79	\$ 112.68	\$ 676.08	\$ 89.73	\$ 538.38	\$ -	\$ -	\$ -	\$ -	\$ 100.25	\$ 601.50
E016	10" X 2" I.P. THREAD	Smith Blair		1.00	\$ 72.01	\$ 72.01	\$ 131.58	\$ 131.58	\$ 104.78	\$ 104.78	\$ -	\$ -	\$ -	\$ -	\$ 117.00	\$ 117.00
E017	12" X 2" I.P. THREAD	Smith Blair		1.00	\$ 73.33	\$ 73.33	\$ 151.24	\$ 151.24	\$ 120.44	\$ 120.44	\$ -	\$ -	\$ -	\$ -	\$ 134.50	\$ 134.50
					\$ 1,195.64	\$ 7,333.33	\$ 2,782.75	\$ 17,822.75	\$ 2,216.16	\$ 14,106.16	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,473.25
Section F: SEWER FITTINGS & COUPLINGS					Consolidated Pipe				Core & Main		Ferguson		Fortilne		Johnson County WinWater	
COB ID	Description	Specifications		Historical quantity / potential estimate for life of contract	Cost Each	Total Cost	Cost Each	Total Cost	Cost Each	Total Cost	Cost Each	Total Cost	Cost Each	Total Cost	Cost Each	Total Cost
F001	3" GEM CAP	NO SPECIFICATIONS		1.00	\$ 2.09	\$ 2.09	\$ 2.93	\$ 2.93	\$ 6.27	\$ 6.27	\$ -	\$ -	\$ -	\$ -	\$ 6.50	\$ 6.50
F002	3" PVC/CAST IRON X PVC/CAST IRON	NO SPECIFICATIONS		13.00	\$ 4.17	\$ 54.24	\$ 4.40	\$ 57.20	\$ 4.29	\$ 55.77	\$ -	\$ -	\$ -	\$ -	\$ 4.25	\$ 55.25
F003	4" GEM CAP	NO SPECIFICATIONS		1.00	\$ 2.57	\$ 2.57	\$ 3.28	\$ 3.28	\$ 8.04	\$ 8.04	\$ -	\$ -	\$ -	\$ -	\$ 7.50	\$ 7.50
F004	4" PVC/CAST IRON X CLAY	NO SPECIFICATIONS		1.00	\$ 5.15	\$ 5.15	\$ 5.51	\$ 5.51	\$ 5.38	\$ 5.38	\$ 5.51	\$ 5.51	\$ 5.51	\$ 5.51	\$ 5.25	\$ 5.25
F005	4" PVC/CAST IRON X CONCRETE	NO SPECIFICATIONS		1.00	\$ 5.15	\$ 5.15	\$ 5.51	\$ 5.51	\$ 5.38	\$ 5.38	\$ 5.51	\$ 5.51	\$ 5.51	\$ 5.51	\$ 5.25	\$ 5.25
F006	4" PVC/CAST IRON X PVC/CAST IRON	NO SPECIFICATIONS		25.00	\$ 4.78	\$ 119.54	\$ 5.51	\$ 137.75	\$ 5.38	\$ 134.50	\$ 5.51	\$ 137.75	\$ 5.51	\$ 137.75	\$ 5.25	\$ 131.25
F007	6" PVC/CAST IRON X CLAY	NO SPECIFICATIONS		3.00	\$ 11.03	\$ 33.10	\$ 13.04	\$ 39.12	\$ 11.50	\$ 34.50	\$ 11.80	\$ 35.40	\$ 11.80	\$ 35.40	\$ 10.50	\$ 31.50
F008	6" PVC/CAST IRON X CONCRETE	NO SPECIFICATIONS		6.00	\$ 11.03	\$ 66.21	\$ 13.04	\$ 78.24	\$ 12.72	\$ 76.32	\$ 13.05	\$ 78.30	\$ 13.05	\$ 78.30	\$ 11.75	\$ 70.50
F009	6" PVC/CAST IRON X PVC/CAST IRON	NO SPECIFICATIONS		13.00	\$ 11.03	\$ 143.45	\$ 11.79	\$ 153.27	\$ 11.50	\$ 149.50	\$ 11.80	\$ 153.40	\$ 11.80	\$ 153.40	\$ 10.50	\$ 136.50
F010	8" PVC/CAST IRON X CLAY	NO SPECIFICATIONS		1.00	\$ 16.92	\$ 16.92	\$ 18.14	\$ 18.14	\$ 17.70	\$ 17.70	\$ 18.14	\$ 18.14	\$ 18.14	\$ 18.14	\$ 16.50	\$ 16.50
F011	8" PVC/CAST IRON X CONCRETE	NO SPECIFICATIONS		3.00	\$ 16.92	\$ 50.76	\$ 18.14	\$ 54.42	\$ 17.70	\$ 53.10	\$ 18.14	\$ 54.42	\$ 18.14	\$ 54.42	\$ 16.50	\$ 49.50
F012	8" PVC/CAST IRON X PVC/CAST IRON	NO SPECIFICATIONS		3.00	\$ 16.92	\$ 50.76	\$ 18.14	\$ 54.42	\$ 17.70	\$ 53.10	\$ 18.14	\$ 54.42	\$ 18.14	\$ 54.42	\$ 16.50	\$ 49.50
F013	10" PVC/CAST IRON X CLAY	NO SPECIFICATIONS		1.00	\$ 22.90	\$ 22.90	\$ 27.23	\$ 27.23	\$ 26.56	\$ 26.56	\$ 27.24	\$ 27.24	\$ 27.24	\$ 27.24	\$ 24.50	\$ 24.50
F014	10" PVC/CAST IRON X CONCRETE	NO SPECIFICATIONS		1.00	\$ 22.90	\$ 22.90	\$ 27.23	\$ 27.23	\$ 26.56	\$ 26.56	\$ 27.24	\$ 27.24	\$ 27.24	\$ 27.24	\$ 24.50	\$ 24.50
F015	10" PVC/CAST IRON X PVC/CAST IRON	NO SPECIFICATIONS		1.00	\$ 22.90	\$ 22.90	\$ 27.23	\$ 27.23	\$ 26.56	\$ 26.56	\$ 27.24	\$ 27.24	\$ 27.24	\$ 27.24	\$ 24.50	\$ 24.50
F016	12" PVC/CAST IRON X CLAY	NO SPECIFICATIONS		1.00	\$ 27.37	\$ 27.37	\$ 31.76	\$ 31.76	\$ 30.99	\$ 30.99	\$ 31.78	\$ 31.78	\$ 31.78	\$ 31.78	\$ 28.50	\$ 28.50
F017	12" PVC/CAST IRON X CONCRETE	NO SPECIFICATIONS		1.00	\$ 27.37	\$ 27.37	\$ 31.76	\$ 31.76	\$ 30.99	\$ 30.99	\$ 31.78	\$ 31.78	\$ 31.78	\$ 31.78	\$ 28.50	\$ 28.50
F018	12" PVC/CAST IRON X PVC/CAST IRON	NO SPECIFICATIONS		1.00	\$ 27.37	\$ 27.37	\$ 31.76	\$ 31.76	\$ 30.99	\$ 30.99	\$ 31.78	\$ 31.78	\$ 31.78	\$ 31.78	\$ 28.50	\$ 28.50
F019	15" PVC/CAST IRON X CLAY	NO SPECIFICATIONS		1.00	\$ 42.20	\$ 42.20	\$ 49.95	\$ 49.95	\$ 48.73	\$ 48.73	\$ 49.95	\$ 49.95	\$ 49.95	\$ 49.95	\$ 45.25	\$ 45.25
F020	15" PVC/CAST IRON X CONCRETE	NO SPECIFICATIONS		1.00	\$ 42.20	\$ 42.20	\$ 49.95	\$ 49.95	\$ 48.73	\$ 48.73	\$ 49.95	\$ 49.95	\$ 49.95	\$ 49.95	\$ 45.25	\$ 45.25
F021	15" PVC/CAST IRON X PVC/CAST IRON	NO SPECIFICATIONS		1.00	\$ 42.20	\$ 42.20	\$ 49.95	\$ 49.95	\$ 48.73	\$ 48.73	\$ 49.95	\$ 49.95	\$ 49.95	\$ 49.95	\$ 45.25	\$ 45.25
F022	4" SEWER SADDLE	FERMO TEST 4 OR EQUIVALENT		23.00	\$ 41.46	\$ 953.57	\$ 58.95	\$ 1,342.05	\$ 48.31	\$ 1,111.13	\$ 42.88	\$ 981.64	\$ 45.50	\$ 1,046.50	\$ -	\$ 1,046.50
F023	6" WYE SEWER	NO SPECIFICATIONS		1.00	\$ 43.84	\$ 43.84	\$ 46.35	\$ 46.35	\$ 56.93	\$ 56.93	\$ 43.34	\$ 43.34	\$ 43.34	\$ 43.34	\$ 48.50	\$ 48.50
F024	6" 45 GASKETED ELBOW SEWER	NO SPECIFICATIONS		1.00	\$ 22.49	\$ 22.49	\$ 23.76	\$ 23.76	\$ 23.85	\$ 23.85	\$ 22.22	\$ 22.22	\$ 22.22	\$ 22.22	\$ 24.50	\$ 24.50
F025	6" 90 GASKETED ELBOW SEWER	NO SPECIFICATIONS		1.00	\$ 25.63	\$ 25.63	\$ 74.95	\$ 74.95	\$ 75.22	\$ 75.22	\$ 70.09	\$ 70.09	\$ 70.09	\$ 70.09	\$ 77.00	\$ 77.00
F026	3" x 4" PVC/CAST IRON X PVC/CAST IRON	NO SPECIFICATIONS		32.00	\$ 5.56	\$ 178.02	\$ 5.94	\$ 190.08	\$ 5.79	\$ 185.28	\$ -	\$ -	\$ -	\$ -	\$ 5.50	\$ 176.00
					\$ 2,061.18	\$ 12,650.23	\$ 2,406.32	\$ 15,406.32	\$ 2,406.32	\$ 15,406.32	\$ 2,277.66	\$ 14,128.66	\$ -	\$ -	\$ -	\$ 2,364.50
Section G: YARD					Consolidated Pipe				Core & Main		Ferguson		Fortilne		Johnson County WinWater	
COB ID	Description	Specifications		Historical quantity / potential estimate for life of contract	Cost Each	Total Cost	Cost Each	Total Cost	Cost Each	Total Cost	Cost Each	Total Cost	Cost Each	Total Cost	Cost Each	Total Cost
G001	PVC PIPE 2" X 20' BELLED SCH-40 (LF)	NO SPECIFICATIONS		75.00	\$ 1.78	\$ 133.50	\$ 3.23	\$ 242.25	\$ 1.29	\$ 96.45	\$ -	\$ -	\$ -	\$ -	\$ 2.00	\$ 150.00
G002	PVC PIPE 3" SCH-40 (LF)	NO SPECIFICATIONS		50.00	\$ 3.89	\$ 194.50	\$ 4.66	\$ 233.00	\$ 2.45	\$ 122.50	\$ -	\$ -	\$ -	\$ -	\$ 3.25	\$ 162.50
G003	4" X 20' PVC PIPE C-900 (LF)	NO SPECIFICATIONS		275.00	\$ 6.26	\$ 1,721.50	\$ 8.93	\$ 2,451.75	\$ 5.77	\$ 1,586.75	\$ -	\$ -	\$ -	\$ -	\$ 6.05	\$ 1,663.75
G004	6" X 20' PVC PIPE C-900 (LF)	NO SPECIFICATIONS		150.00	\$ 12.80	\$ 1,920.00	\$ 17.00	\$ 2,550.00	\$ 11.79	\$ 1,768.50	\$ -	\$ -	\$ -	\$ -	\$ 12.38	\$ 1,853.50
G005	8" X 20' PVC PIPE C-900 (LF)	NO SPECIFICATIONS		150.00	\$ 21.94	\$ 3,291.00	\$ 29.16	\$ 4,374.00	\$ 20.21	\$ 3,031.50	\$ -	\$ -	\$ -	\$ -	\$ 21.15	\$ 3,172.50
G006	10" X 20' PVC PIPE C-900 (LF)	NO SPECIFICATIONS		1.00	\$ 32.92	\$ 32.92	\$ 43.74	\$ 43.74	\$ 30.33	\$ 30.33	\$ -	\$ -	\$ -	\$ -	\$ 31.75	\$ 31.75
G007	12" X 20' PVC PIPE C-900 (LF)	NO SPECIFICATIONS		1.00	\$ 46.35	\$ 46.35	\$ 61.60	\$ 61.60	\$ 42.71	\$ 42.71	\$ -	\$ -	\$ -	\$ -	\$ 44.75	\$ 44.75
G008	16" X 20' PVC PIPE C-900 (LF)	NO SPECIFICATIONS		1.00	\$ -	\$ -	\$ 97.86	\$ 97.86	\$ 91.03	\$ 91.03	\$ -	\$ -	\$ -	\$ -	\$ 75.00	\$ 75.00
G009	4" X 14" SDR-35 (LF)	NO SPECIFICATIONS		245.00	\$ 2.47	\$ 605.15	\$ 3.29	\$ 806.05	\$ 2.30	\$ 563.50	\$ -	\$ -	\$ -	\$ -	\$ 2.40	\$ 588.00
G010	6" X 14" SDR-35 (LF)	NO SPECIFICATIONS		245.00	\$ 5.72	\$ 1,401.40	\$ 7.80	\$ 1,912.00	\$ 5.27	\$ 1,291.15	\$ -	\$ -	\$ -	\$ -	\$ 7.35	\$ 1,800.75
G011	8" X 14" SDR-35 (LF)	NO SPECIFICATIONS		38.00	\$ 10.41	\$ 394.38	\$ 13.81	\$ 524.35	\$ 9.60	\$ 363.00	\$ -	\$ -	\$ -	\$ -	\$ 13.25	\$ 502.75
G012	10" X 14" SDR-35 (LF)	NO SPECIFICATIONS		1.00	\$ 16.17	\$ 16.17	\$ 21.47	\$ 21.47	\$ 14.90	\$ 14.90	\$ -	\$ -	\$ -	\$ -		



Section K: FLUSH VALVE MISC				
COB ID	Description	Specifications		Historical quantity / potential estimate for life of contract
K001	1" BACK FLOW PREVENTER	USC FCCCHR approved		13.00

Consolidated Pipe		Core & Main		Ferguson		Fortline		Johnson County WinWater	
Cost Each	Total Cost	Cost Each	Total Cost	Cost Each	Total Cost	Cost Each	Total Cost	Cost Each	Total Cost
	\$ -	\$ 220.47	\$ 2,866.11	191.60	\$ 2,490.80	\$ -	\$ 195.00	\$ 2,535.00	



K002	1 1/2" HUNTER GLOBE VALVE	HUNTER ICV151G, 1-1/2" NPT, 200 PSI	13.00		\$ -	\$ 135.11	\$ 1,756.43	139.00	\$ 1,807.00	\$ -	\$ 200.00	\$ 2,600.00
K003	HUNTER CONTROLLER	HUNTER SVC-100 w/ SOLENOID	13.00		\$ -	\$ 146.29	\$ 1,901.77	144.00	\$ 1,872.00	\$ -	\$ 200.00	\$ 2,600.00
K004	3" X 2" BRASS TEE		3.00		\$ -	\$ 442.65	\$ 1,327.95	392.28	\$ 1,176.84	\$ -	\$ 425.00	\$ 1,275.00
K005	3" PVC THREADED PLUG	Domestic	6.00	\$ 3.30	\$ 19.80	\$ 4.78	\$ 28.68	3.53	\$ 21.19	\$ -	\$ -	\$ -
K006	3" SDR35 PVC MALE X GLUE		1.00	\$ 16.32	\$ 16.32	\$ 4.05	\$ 4.05	18.19	\$ 18.19	\$ -	\$ -	\$ -
K007	3" SDR35 PVC PIPE		1.00		\$ -	\$ 5.02	\$ 5.02	NO BID	-	\$ -	\$ -	\$ -
K008	3" SDR35 COUPLING		1.00	\$ 2.47	\$ 2.47	\$ 6.40	\$ 6.40	2.62	\$ 2.62	\$ -	\$ -	\$ -
K009	4" NDS BOTTOM OUTLET		6.00		\$ -	\$ 56.63	\$ 339.78	3.45	\$ 20.70	\$ -	\$ 10.00	\$ 60.00
K010	NDS END CAP FOR BOTTOM OUTLET		19.00		\$ -	\$ 9.38	\$ 178.22	2.32	\$ 44.08	\$ -	\$ 10.00	\$ 190.00
					Incomplete Bid	\$ 38.49	\$ 8,424.41	\$ 7,453.41				\$ 9,260.00

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

## OFFICE USE ONLY CERTIFICATION OF FILING

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

Consolidated Pipe and Supply  
Fort Worth, TX United States

Certificate Number:  
2023-1085979

Date Filed:  
10/20/2023

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

City of Burleson

Date Acknowledged:

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

2023-1070426  
Pipe and Appurtenances

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.




### 6 UNSWORN DECLARATION

My name is Logan Berry, and my date of birth is \_\_\_\_\_.

My address is 837 Cropout Way Haslet TX 76052 USA.  
(street) (city) (state) (zip code) (country)

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

Executed in Tarrant County, State of Texas, on the 20 day of OCT, 20 23.  
(month) (year)

  
\_\_\_\_\_  
Signature of authorized agent of contracting business entity  
(Declarant)

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## City Council Regular Meeting

**DEPARTMENT:** Legal

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

**MEETING:** November 13, 2023

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**SUBJECT:**

Consider approval of a Chapter 380 agreement with the Burleson Opportunity Fund to promote economic development. (*Staff Contact: Matt Ribitzki, Sr. Deputy City Attorney/Director of Legal Services*)

**SUMMARY:**

The proposed agreement before the City Council is a Chapter 380 agreement between the City and the Burleson Opportunity Fund. Chapter 380 of the Texas Local Government Code allows municipalities to create a program that makes grants of public money to promote economic development and stimulate business and commercial activity in the municipality, and the City Council created such a program for this municipality in 1993. The Burleson Opportunity Fund desires to participate in the City's program, and the City believes that the Burleson Opportunity Fund's participation in the program as outlined in the proposed agreement will promote economic development and stimulate business and commercial activity in the City.

In the agreement, the City will contribute \$75,000 to the Burleson Opportunity Fund. Historically, the Burleson 4A Corporation has contributed \$60,000 annually to the Burleson Opportunity Fund. This year, however, the City Council desires to increase the contribution by \$15,000, for a total contribution of \$75,000.

The contribution under the proposed agreement must be used in the Burleson Opportunity Fund's scholarship program for scholarship recipients to attend Hill College in Burleson, Texas. In the event the Burleson Opportunity Fund misuses the funds or any portion thereof, the agreement requires the Burleson Opportunity Fund to reimburse the City an amount equal to the misused funds. The agreement also specifies that the City has the right, but not the obligation, to conduct an audit the financial records of the Burleson Opportunity Fund to ensure the contribution is spent in accordance with the terms of the agreement.

**OPTIONS:**

- 1) Approve the agreement as presented;

- 2) Approve the agreement with changes; or
- 3) Deny the agreement.

**RECOMMENDATION:**

Staff recommends approval.

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

n/a

**FISCAL IMPACT:**

n/a

**STAFF CONTACT:**

Matt Ribitzki  
Senior Deputy City Attorney/Director of Legal Services  
[mribitzki@burlesontx.com](mailto:mribitzki@burlesontx.com)  
817-426-9664

# Chapter 380 Agreement with the Burleson Opportunity Fund

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November 13, 2023

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

# Burleson Opportunity Fund

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## Chapter 380 Agreement

- The proposed agreement before the City Council is a Chapter 380 agreement between the City and the Burleson Opportunity Fund
- In the agreement, the City will contribute \$75,000 to the Burleson Opportunity Fund, and such funds must be for scholarship recipients to attend Hill College in Burleson
- Historically, \$60,000 has been the annual contribution to the Burleson Opportunity Fund; but this year the City Council has included an additional \$15,000, bringing the total to \$75,000
- In the event the Burleson Opportunity Fund misuses the funds, the agreement requires the Burleson Opportunity Fund to reimburse the City
- City staff believes the agreement will promote economic development and stimulate business and commercial activity in the municipality



# Council Action

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## Options:

1. Approve the Chapter 380 agreement with the Burleson Opportunity Fund.
2. Approve the Chapter 380 agreement with the Burleson Opportunity Fund with changes.
3. Disapprove the Chapter 380 agreement with the Burleson Opportunity Fund.

## Recommendation:

Approve the Chapter 380 agreement with the Burleson Opportunity Fund.

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## City Council Regular Meeting

**DEPARTMENT:** Economic Development

**FROM:** Alex Philips, Director of Economic Development

**MEETING:** November 13, 2023

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**SUBJECT:**

Consider approval of an estoppel certificate concerning Burleson Cold Storage, LP and Burleson Cold Storage II, LP Tax Abatement Agreement on the subject property in HighPoint Business Park. (*Staff Contact: Alex Philips, Economic Development Director*)

**SUMMARY:**

On June 7, 2021, the City of Burleson approved an Amended and Restated Tax Abatement for Project Yukon Burleson, LLC ("Yukon") covering 43.51 acres in HighPoint Business Park. The 50% tax abatement for five years was part of an Economic Development package to construct a private 250,000 square foot cold storage facility, and two additional cold storage buildings of 350,000 square feet and 175,000 square feet as future phases.

To date, Yukon has completed (and greatly exceeded) all covenants required by the agreement. Including opening the first 250,000 square foot cold storage facility with a capital investment exceeding \$35,000,000. The additional buildings are nearing completion and all 775,000 square feet will be open and occupied.

On December 13, 2021, the City Council approved a first estoppel certificate acknowledging that Yukon has met its obligations under the agreement and the tax abate is active, to facilitate splitting the property and selling a portion.

On September 18, 2023, the City Council approved a second estoppel certificate for the sale of phase one of the original property (RLS Refrigeration site)

The second phase of property is to be sold, and the purchaser has requested another estoppel agreement as part of the land sale. Phase two of the property includes Arcadia Cold Storage.

**OPTIONS:**

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

3) Deny

**RECOMMENDATION:**

Staff recommends approving the item as presented

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

N/A

**FISCAL IMPACT:**

N/A

**STAFF CONTACT:**

Alex Philips  
Director of Economic Development  
[aphilips@burlesontx.com](mailto:aphilips@burlesontx.com)  
817-426-9638



PAHSE TWO

# Project Yukon

## Tax Abatement Estoppel

# Project Yukon Background



- 43.51 acres in HighPoint Business Park
- 250,000sf cold storage facility in Phase 1
- 350,000sf and 175,000sf facilities nearly complete in Phase 2
- 140 full time employees
- Minimum capital investment of \$35 million

# Yukon Term Sheet

All obligations met and all incentives paid - Tax Abatement still active

## Yukon Obligations

- Purchase property by June 30, 2020 for \$1.8M
- Design and site plan acceptable to City Council
- Commence construction by Dec. 31, 2020
- Receive C/O by Feb. 28, 2022
- Minimum capital investment of \$35M

## EDC Incentives

- Employ 40 FTE's
- Cash grant of \$312,180 for purchasing property from the EDC by June 30, 2020
- Cash grant of \$312,180 for commencing construction by Dec. 31, 2020
- Cash grant of \$312, 180 for receiving C/O by Feb. 28, 2022
- 50% City tax abatement for five years



# Tax Abatement Estoppel

- Phase 2 to be sold to BGO-SRE  
Burleson II LP
- Estoppel is requested to show that all tax abatement obligations have been met
- The purpose for the estoppel is that the land is being sold and that this is required to pass the agreement forward



# Actions Requested

- Approve an estoppel certificate acknowledging Burleson Cold Storage, LP and Burleson Cold Storage II, LP's Tax Abatement Agreement on the subject property in HighPoint Business Park

## ESTOPPEL CERTIFICATE

(Tax Abatement Agreement)

[\_\_\_\_\_] , 2023

BGO-SRE Burleson II LP (“**Purchaser**”)

c/o BentallGreenOak (BGO)

399 Park Avenue, 18<sup>th</sup> Floor

New York, NY

The Prudential Life Insurance Company of America (“**Lender**”)

c/o PGIM Real Estate Finance, LLC

3350 Peachtree Road NE Suite 800

Atlanta, GA 30326

Re: Amended and Restated Tax Abatement Agreement (the “**Agreement**”) entered into as of June 7, 2021 (the “**A&R Effective Date**”), effective as of October 7, 2019 (the “**Original Effective Date**”), by and between (i) the City of Burleson, a Texas municipal corporation of the Counties of Johnson and Tarrant, State of Texas (“**City**”), on the one hand, and (ii) Burleson Cold Storage Owner, LP, a Delaware limited partnership (as successor-in-interest of the BCS-I Property (as defined below) of Burleson Cold Storage, LP, a Delaware limited partnership (together with, subject to Article 12 of the Agreement, any person or entity that hereafter owns the BCS-I Property (as defined below), “**BCS-I**”) and Burleson Cold Storage II, LP, a Delaware limited partnership (together with, subject to Article 12 of the Agreement, any person or entity that hereafter owns the BCS-II Property (as defined below), “**BCS-II**”, and together with BCS-I, the “**BCS Entities**” and each a “**BCS Entity**”) as assignee (and successor in interest of the Property (as defined in the Original Agreement)) of Project Yukon Burleson, LLC, a Delaware limited liability company (“**Yukon**”).

The undersigned City understands that Purchaser contemplates purchasing the BCS-II Property as described on Exhibit A attached hereto (the “**Property**”) from BCS-II (with financing provided by Lender), and hereby certifies to Purchaser, Lender and each such party’s successors and assigns, that the following statements are true as of the date hereof:

1. To the undersigned's knowledge, the Agreement is valid, enforceable and in full force and effect and there have been no unrecorded amendments to the Agreement except as follows and enclosed with this Certificate: None.
2. A complete, true and accurate copy of the Agreement is attached hereto as Exhibit B, and there are no other amendments or modifications of the Agreement in effect or pending.
3. To the undersigned's knowledge, neither of the BCS Entities are in material breach, violation or default under any term or provision of the Agreement and no circumstance exists which, with notice or time, would constitute such a material

breach, violation or default, except as specified below: None.

4. The undersigned acknowledges that as part of the acquisition of the Property, Purchaser will take assignment and assume the interest of BCS-II in the Agreement.
5. The undersigned acknowledges that Purchaser and Lender are relying upon the accuracy of the statements in this Certificate. This Certificate shall be binding upon the undersigned party and their respective successors and assigns and shall inure to the benefit of and be enforceable by Purchaser and its assigns, but in all events for estoppel purposes only.
6. The person executing this Certificate has the power and authority to render this Certificate.

Capitalized terms used but not otherwise defined herein have the same meaning ascribed to such term as in the Agreement.

*(Signature page follows)*

IN WITNESS WHEREOF, the Affiant has signed this Estoppel Certificate.

**THE CITY:**

**CITY OF BURLESON,**  
a Texas corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**EXHIBIT A**

BEING ALL OF LOT 1R-A, BLOCK 1, HIGHPOINT BUSINESS PARK OF BURLESON, AN ADDITION IN THE CITY OF BURLESON, JOHNSON COUNTY, TEXAS, ACCORDING TO THE PLAT RECORDED IN DRAWER K, PAGE 145, (INSTRUMENT NUMBER 145-2020), PLAT RECORDS, JOHNSON COUNTY, TEXAS.



**EXHIBIT B**

The Agreement

*[see attached]*

STATE OF TEXAS  
COUNTIES OF JOHNSON AND TARRANT  
CITY OF BURLESON

**TAX ABATEMENT AGREEMENT BETWEEN THE CITY OF BURLESON AND  
PROJECT YUKON BURLESON LLC.**

This Tax Abatement Agreement (the "Agreement") is entered into as of \_\_\_\_\_ (the "Effective Date") by and between the City of Burleson, a Texas municipal corporation of the Counties of Johnson and Tarrant, State of Texas ("City"), and Project YUKON BURLESON, LLC, a Delaware limited liability company ("YUKON"). In consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**ARTICLE 1.**  
**DEFINITIONS**

- 1.01 "Affiliate" means Yukon and any other entity that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with Yukon.
- 1.02 The terms "Agreement," "Effective Date," "City," "YUKON," "Policy Statement," "City Council," "Code," "Ordinance," "Project," "Notice," "Act of Default," and "Term" shall have the meanings provided herein.
- 1.03 "Base Year Value" means \$837,932, the assessed value listed for the Property by the Johnson County Appraisal District as of January 1, 2019. The Base Year Value shall not be included in the Tax Abatement (defined below).
- 1.04 "Capital Investment" means and shall include all costs incurred relating to the acquisition of the Property and construction of the Development, including the actual construction costs, and other costs of all buildings, structures, improvements, infrastructure, fixed machinery and equipment, site development costs including demolition, grading and environmental abatement; engineering fees, architectural fees, legal fees and other professional fees; construction financing costs of the Development and tangible personal property.
- 1.05 "Certificate of Occupancy" means the document issued by the City of Burleson certifying the Development is in compliance with applicable building codes and other laws and indicating it to be a condition suitable for occupying.

- 1.06 "Class A" means a cold storage facility that includes freezer and refrigeration space of high quality that meets with standards outlined in the applicable City ordinance.
- 1.07 "Eligible Property" means property that may be extended an abatement. Eligible Property includes buildings, structures, fixed machinery and equipment, fixtures, energy efficiency measures and equipment, site improvements plus office space and related fixed improvements necessary to the operation and administration of the facility, plus tangible personal property and furniture.
- 1.08 "Event of Bankruptcy or Insolvency" means the dissolution or termination of a party's existence as a going business, insolvency, appointment of receiver for any part of a party's property and such appointment is not terminated within ninety (90) business days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against a party and in the event such proceeding is not voluntarily commenced by the party, such proceeding is not dismissed within ninety (90) business days after the filing thereof.
- 1.09 "FTE" means any employee on a forty (40) hour or more per week schedule or the combination of two (2) or more employees on part-time schedules equaling at least forty (40) hours.
- 1.10 "Improvements" or "Development" means the development of and construction on the Property of a Class A facility (comprised of at least 250,000 square feet) with an office and cold storage and distribution facility, with a Capital Investment of no less than Thirty-Five Million Dollars (\$35,000,000.00).
- 1.11 "Ineligible Property" means property that may not be extended an abatement. Ineligible property includes land and any other property type not classified as "Eligible Property".
- 1.12 "Property" means a 43.51 acre tract known as Lot 1R, Block 1, of the HighPoint Business Park Addition to the City of Burleson, Johnson County, Texas, as described by Exhibit B.
- 1.13 "Qualifying Date" means the date a Certificate of Occupancy is received by YUKON or an Affiliate from the City for the Improvements.
- 1.14 "Reinvestment Zone" or "Zone" means Tax Abatement Reinvestment Zone No. 008-2019 established by City of Burleson Ordinance
- 1.15 "Tax Abatement" means the full or partial exemption from ad valorem taxes of certain Eligible Property in the Reinvestment Zone designated for economic development purposes pursuant to Chapter 312 of the Texas Tax Code.

## **ARTICLE 2.**

### **RECITALS**

- 2.01 On May 27, 1993, the City Council of the City of Burleson, Texas ("City Council") adopted Resolution 583 (C1212) (the "Policy Statement"), as readopted within the past 24 months.
- 2.02 The Policy Statement constitutes appropriate guidelines and criteria governing tax abatement agreements to be entered into by the City as contemplated by the Texas Tax Code, as amended (the "Code").
- 2.03 On September 16, 2019, the City Council passed Ordinance No. \_\_\_\_\_, (the "Ordinance") establishing "Tax Abatement Reinvestment Zone Number 008-2019 City of Burleson, Texas", a reinvestment zone for commercial tax abatement, as authorized by Chapter 312, of the Code.
- 2.04 The Property is located wholly within the Zone.
- 2.05 YUKON has submitted an Application for Tax Abatement with various attachments concerning the qualified project (the "Project"), said Application for Tax Abatement being attached hereto and incorporated herein as Exhibit A.
- 2.06 YUKON will be under contract to purchase the Property which is located totally within the Reinvestment Zone in the City of Burleson, Johnson County, Texas described on Exhibit B attached hereto pursuant to that certain Land Sale Contract between YUKON and the City dated September 16, 2019 (the "Land Sale Contract"), and YUKON proposes that it or an Affiliate further develop the Property with a Class A office, cold storage and distribution center of at least 250,000 square feet.
- 2.07 The City Council finds that the terms of this Agreement meet the applicable guidelines and criteria heretofore adopted by the City Council, which are set forth in the Policy Statement.
- 2.08 The Property is not owned or leased by any member of the Burleson City Council or any member of the City Planning and Zoning Commission.
- 2.09 The City desires to enter into this Agreement in order to maintain and or enhance the commercial and or industrial economic and employment base of the City of Burleson to the long term interest and benefit of the City in accordance with Ordinance No. \_\_\_\_\_ and Chapter 312 of the Tax Code.
- 2.10 The contemplated use of the Property, the contemplated Improvements to the Property in the amount set forth in this Agreement and the other terms hereof are consistent with encouraging development of the Zone in accordance with the purposes and intent of the Policy Statement, and all applicable law.



- 2.11 Written notice that the City intends to enter into this Agreement, along with a copy of this Agreement has been furnished, in the manner and by the time prescribed by the Code, to the presiding officers of the governing bodies of each of the taxing units in which the Property is located.

**NOW THEREFORE**, the City for good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, which consideration includes the expansion of employment and the attraction of major investment in the Zone, which contributes to economic development in the City, and YUKON for good and valuable consideration, which consideration includes the Tax Abatement set forth herein below, as authorized by Property Redevelopment and Tax Abatement Act, codified in Chapter 312 of the Texas Tax Code, do hereby contract, covenant and agree as follows:

### **ARTICLE 3.** **AUTHORIZATION**

The City Council finds and determines that this Agreement is authorized and governed by Section 312 of the Texas Tax Code and by the Policy Statement.

### **ARTICLE 4.** **TERM**

The term of this Agreement shall commence on the Effective Date and terminate five (5) years after the Qualifying Date, pursuant to the terms of this Agreement. For no reason shall the provision of any Tax Abatement be provided for longer than five (5) years.

### **ARTICLE 5.** **COVENANTS OF YUKON**

- 5.01 Covenants Regarding Development and Operations. In consideration of this Agreement, YUKON agrees to the following covenants that must be fulfilled by it or an Affiliate in order to receive Tax Abatement:

- (A) Execute the Land Sale Contract for approximately 43.51 acres at a price of \$1.00/ft by September 16, 2019, for the Property in HighPoint Business Park.
- (B) Construct the Improvements.
- (C) Complete closing of the purchase of the Property by December 31, 2019.
- (D) Building design and site plan must be acceptable to Burleson City Council.

- (E) Issuance of the building permit to construct the Improvements and completion of the slab foundation for the Development no later than June 30, 2020.
- (F) Receive the Certificate of Occupancy for the Improvements no later than February 28, 2021.
- (G) Development will have a minimum Capital Investment of Thirty-Five Million Dollars (\$35,000,000.00) on or in connection with the Property for the duration of this Agreement.
- (H) Offer a tenant improvement package to build out 7,500 sq. ft. of office space within the building.
- (I) Be solely responsible for the design and construction of the Improvements and comply with all subdivision regulations, building codes and other ordinances of the City applicable to the Improvements and Property.
- (J) Remain current and paid on all property taxes accruing from and after the closing date under the Land Sale Contract, subject to appeal rights in accordance with law and subject to a right to cure any delinquency.
- (K) Use the Property at all times in a manner that is consistent with the general purpose of encouraging development within the Zone. In this regard, both parties agree that the use of the Property in accordance with this Agreement is consistent with such purpose.
- (L) Certify annually on April 1 of each year, to the City Council that it is in compliance with each applicable term of this Agreement.
- (M) If YUKON is delayed in performing any of its covenants described above by a delay in construction of the municipal improvements, or force majeure (as defined below), then the deadlines for YUKON's performance of those covenants shall be extended an equal time period.

5.02. Community Outreach.

- (A) Prior to the start of construction, but subject to reasonable limits on the time requirements on YUKON or an Affiliate's employees and agents of YUKON or an Affiliate, at the sole determination of YUKON or an Affiliate, YUKON or an Affiliate agrees to cause its general contractor or construction manager (the "YUKON Contractor") for the Improvements to conduct the following community outreach events:
  - (1) Utilize construction materials and labor available from existing Burleson businesses, assuming commercial availability and competitive pricing, as said availability and pricing is determined solely by YUKON or an Affiliate.



- (2) Utilize support components such as printing services, janitorial services, etc. from existing Burleson businesses, assuming commercially reasonable availability and competitive pricing, as said availability and pricing is determined solely by YUKON or an Affiliate.

5.03 Verification of Capital Investment. Within 30 days following the receipt of a Certificate of Occupancy, YUKON or an Affiliate shall provide written verification to the City that the Capital Investment made by YUKON or an Affiliate for the Improvements meets or exceeds the requirements set forth in this Agreement. YUKON agrees that City shall not be required to abate any taxes under this Agreement until such time that YUKON or an Affiliate provides such written verification. The City may request, and YUKON hereby agrees that it or an Affiliate will permit reasonable review of information (at no cost, expense or liability to YUKON or Affiliate) that permits the City to verify that the Capital Investment made by YUKON or an Affiliate for the Development meets or exceeds the requirements of this Agreement, excluding (i) financial information of YUKON or an Affiliate not related to the improvements, and (ii) proprietary information.

## **ARTICLE 6.**

### **TAX ABATEMENT**

- 6.01 Subject to the terms and conditions of this Agreement and subject to the rights of holders of any outstanding bonds of the City, a portion of ad valorem real and personal property taxes from the Improvements otherwise owed to the City for the value of the Improvements shall be abated as provided herein. The Tax Abatement shall be as set forth below to the extent that the value exceeds the value of the Base Year Value, in accordance with the terms of this Agreement and all applicable state and local regulations or a valid waiver thereof. YUKON shall have the right to protest and/or contest any assessment of the Property and Improvements, and the Tax Abatement shall be applied to the amount of taxes finally determined to be due as a result of any protest and/or contest.
- 6.02 The Tax Abatement shall be 50% of the increase in value of the Eligible Property on the Property, and shall continue for five years.
- 6.03 The term of the Tax Abatement (the "Term") shall begin on January 1 of the year following the calendar year of the Qualifying Date and, unless sooner terminated as herein provided, shall end on December 31st immediately preceding the fifth (5th) anniversary of the beginning of the Term, provided that YUKON may, in its discretion, request in writing that the Term commence on the Qualifying Date, in which event the Term shall expire on the fifth (5th) anniversary of such date.

**ARTICLE 7.**  
**AUTHORITY; COMPLIANCE WITH LAW**

- 7.01 YUKON hereby represents and warrants to the City that it has full lawful right, power and authority to execute and deliver and perform the terms and obligations of this Agreement and that the execution and delivery of this Agreement has been duly authorized by all necessary action by YUKON, and this Agreement constitutes the legal, valid and binding obligation of YUKON, and is enforceable in accordance with its terms and provisions.
- 7.02 Notwithstanding any other provision of this Agreement, YUKON shall comply with all applicable federal, state, and local laws.
- 7.03 During the term of this Agreement, YUKON agrees not to knowingly employ any undocumented workers at the Project, and if convicted of a violation under 8 U.S.C. Section 1324a(f), YUKON shall repay the amount of the portion of the Tax Abatement provided to YUKON for the period of time of such violation within 120 business days after the date YUKON is notified by the City of such conviction (provided all appeals have been exhausted), plus interest at the rate the City is paying on the most recent issuance of bonded indebtedness prior to YUKON's violation of this section.

**ARTICLE 8.**  
**DEFAULT AND REMEDIES**

- 8.01 Default by YUKON. In the event: (i) YUKON or an Affiliate fails to fulfill its obligations under Article 5 of this Agreement (subject however to the terms of Section 5.01(M)); (ii) YUKON or an Affiliate has delinquent ad valorem or sales taxes owed to the City accruing from and after the closing date under the Land Sale Contract (provided that YUKON or an Affiliate retains the right to timely and properly protest and/or contest any such taxes); (iii) upon the occurrence of any Event of Bankruptcy or Insolvency by YUKON or an Affiliate; or (iv) YUKON or an Affiliate materially breaches any of the material terms and conditions of this Agreement, then YUKON or an Affiliate after the expiration of the notice and cure periods described herein, shall be in default of this Agreement. For the purposes of this Agreement, the obligations of YUKON or an Affiliate under Section 5.02 shall not be considered material terms or conditions. In the event of such a default, City shall give YUKON or an Affiliate written notice of such breach and/or default ("Notice"), specifying with particularity the nature of any breach or default (each, an "Act of Default"), and if YUKON or an Affiliate has not cured such breach or default within 90 days after receipt of such Notice, the City may terminate this Agreement by written notice to YUKON or an Affiliate, and the City shall have no further obligation to YUKON or an Affiliate. YUKON or an Affiliate shall not be liable to City for any alleged consequential damages and City hereby waives any rights or remedies available that are related to consequential damages at law or in equity. Notwithstanding the above, if such Act of Default



cannot be cured by reasonably diligent efforts within ninety (90) days of the Notice, then YUKON or an Affiliate shall have a additional ninety (90) day extensions to cure the breach so long as YUKON or an Affiliate promptly initiates and diligently and continuously attempts to cure the same.

- 8.02 No waiver of any breach of any term or condition of this Agreement shall be construed to waive any subsequent breach of the same or any other term or condition of this Agreement. Any waiver of any term or condition of this Agreement must be in writing and approved by the City Council of Burleson and YUKON or an Affiliate.

#### **ARTICLE 9.** **VENUE AND GOVERNING LAW**

This Agreement is fully performable in Johnson and Tarrant Counties, Texas and venue of any action arising out of this Agreement shall be exclusively in Johnson or Tarrant Counties, Texas. To the extent permitted by law, the substantive laws of the State of Texas shall apply without regard to applicable principles of conflicts of law, and the parties submit to the jurisdiction of the state courts in Johnson and Tarrant Counties, Texas.

#### **ARTICLE 10.** **FORCE MAJEURE**

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

#### **ARTICLE 11.** **GIFT TO PUBLIC SERVANT OR TO YUKON REPRESENTATIVE**

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

- 11.02 Right of Reimbursement. Notwithstanding any other legal remedies, the City may obtain reimbursement for any expenditure made to YUKON or an Affiliate as a result of the improper offer, agreement to confer, or conferring of a benefit to a City employee or official.

**ARTICLE 12.**  
**EFFECT OF SALE, ASSIGNMENT OR LEASE OF PROPERTY**

This Tax Abatement shall vest in YUKON, its Affiliate, and any lessors of Eligible Property located on the Property and cannot be assigned, without the consent or approval by the City, to a new owner of all or a portion of the Property. Any assignment without such approval shall be grounds for termination of this Agreement as it applies to the portion of Property sold and Tax Abatement hereunder upon ten (10) days' written notice from the City to YUKON or an Affiliate. Notwithstanding the foregoing provisions, however, YUKON or an Affiliate may assign this Agreement and the Tax Abatement to (i) any other Affiliate of YUKON or an Affiliate; or (ii) to a new owner of the Property, provided that YUKON or its Affiliate, or any existing tenant shall continue to occupy the Property as a tenant, and that any such assignee assume all of YUKON's duties and obligations under this Agreement.

**ARTICLE 13.**  
**INDEMNIFICATION**

- 13.01 **YUKON OR AN AFFILIATE EXPRESSLY AGREES TO FULLY AND COMPLETELY DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, AND ITS OFFICERS, AND EMPLOYEES, AGAINST ANY AND ALL CLAIMS, LAWSUITS, LIABILITIES, JUDGMENTS, COSTS, AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM, DAMAGES OR LIABILITY FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, TO THE EXTENT CAUSED BY ANY NEGLIGENT, GROSSLY NEGLIGENT, WRONGFUL, OR STRICTLY LIABLE ACT OR OMISSION OF YUKON OR ITS AGENTS, EMPLOYEES, OR CONTRACTORS, ARISING IN THE PERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT.** This provision is solely for the benefit of the City, and its officers and employees, and is not intended to create or grant any rights, contractual or otherwise, in or to any other person. This Section shall survive termination of this Agreement.
- 13.02 Nothing in this Agreement may be construed as waiving any governmental immunity available to the City under state law.
- 13.03 It is acknowledged and agreed by the parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the parties. The City, its past, present and future officers, elected officials, directors, employees and agents of the City do not assume any



responsibility to any third party in connection with YUKON's or an Affiliate's construction of the Improvements.

#### **ARTICLE 14.** **INSPECTION**

Upon reasonable advance notice from the City, YUKON or an Affiliate shall provide reasonable access during regular business hours to and authorize inspection of the Property by the City to ensure that the Improvements are made according to the specifications of this Agreement. YUKON or an Affiliate shall be entitled to have a representative present at any such inspections by the City.

#### **ARTICLE 15.** **MISCELLANEOUS MATTERS**

- 15.01 Time is of Essence. Time is of the essence in this Agreement. The parties hereto will make commercially reasonable efforts to expedite the subject matters hereof and acknowledge that the successful performance of this Agreement requires their continued cooperation. If any date for the performance of any matter under this Agreement (including the date for the sending of a Notice and the date on which a Notice is deemed to have been received) falls on a Saturday, Sunday, or legal holiday observed by national banks in the counties where the Property is located, then such date shall be extended to the next calendar day that is not a Saturday, Sunday, or such legal holiday.
- 15.02 Future Application. A portion or all of the Property and/or Improvements may be eligible for complete or partial exemption from ad valorem taxes as a result of existing law or future legislation. This Agreement shall not be construed as evidence that such exemptions do not apply.
- 15.03 Agreement Subject to Law. This Agreement is made subject to and in accordance with the Burleson Home Rule Charter and ordinances of City, as amended, and all applicable State and federal laws, violation of which shall constitute a default of this Agreement.
- 15.04 Interpretation. Each of the parties has been represented by counsel of their choosing in the negotiation and preparation of this Agreement. In the event of any dispute regarding the interpretation of this Agreement, this Agreement will be interpreted fairly and reasonably and neither more strongly for nor against any party based on draftsmanship.
- 15.05 Counterparts Deemed Original. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

- 15.06 Estoppel Certificate. Any party hereto may request an estoppel certificate from another party hereto so long as the certificate is requested in connection with a bona fide business purpose. The certificate, which if requested will be addressed to the party requesting the certificate or its lender, and shall include, but not necessarily be limited to, statements that this Agreement is in full force and effect without default (or if an Act of Default exists, the nature of the Act of Default and curative action taken and/or necessary to effect a cure), the remaining term of this Agreement, the levels and remaining Term of the Tax Abatement in effect, and such other matters reasonably requested by the party or parties to receive the certificates.
- 15.07 Sections or Other Headings. The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.
- 15.08 Entire Agreement. This Agreement, together with the Land Sale Contract and that certain Performance Agreement between The Burleson 4A Economic Development Corporation and YUKON or an Affiliate entered into contemporaneously with this Agreement (the "Performance Agreement") embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters in the Agreement, and except as otherwise provided herein cannot be modified without written agreement of the parties to be attached and made a part of this Agreement.
- 15.09 Notice. Any notice to be given or served hereunder or under any document or instrument executed pursuant hereto shall be in writing and shall be (i) delivered personally, with a receipt requested therefore; or (ii) sent by a nationally recognized overnight courier service; or (iii) delivered by United States certified mail, return receipt requested, postage prepaid. All notices shall be addressed to the respective party at its address set forth below, and shall be effective (a) upon receipt or refusal if delivered personally; (b) one business day after depositing, with such an overnight courier service or (c) two business days after deposit in the United States mails, if mailed. Any party hereto may change its address for receipt of notices by service of a notice of such change in accordance with this subsection.

**YUKON:**

Anthony M. Rinaldi  
YUKON  
Managing Principal, Saxum Real Estate  
339 Jefferson Road  
Parsippany, NJ, 07054  
Telephone: (973) -947-0050  
Email: arinaldi@saxumre.com



With a copy to: Michael Ochs, Esq.  
339 Jefferson Road  
Parsippany, New Jersey 07054  
Telephone: (201) 321-7816  
Email: mochs@mochslaw.com

and to: J. Ray Oujesky  
Kelly Hart & Hallman LLP  
201 Main Street, Suite 2500  
Fort Worth, Texas 76102  
Telephone: (817) 878-3556  
Email: ray.oujesky@kellyhart.com

**City:** Bryan Langley  
City Manager  
City of Burleson, Texas  
141 W Renfro Street  
Burleson, Texas 76028

With a copy to: Betsy Elam  
Taylor, Olson, Adkins, Sralla & Elam, L.L.P.  
6000 Western Place  
Suite 200  
Fort Worth, Texas 76107  
(817) 332-2580

15.10 Amendment. This Agreement may only be amended, altered, or revoked by written instrument signed by YUKON and the City.

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


*[Signature pages to follow]*

EXECUTED on the respective dates of acknowledgement, to be effective as of the Effective Date first set forth above.

APPROVED AS TO FORM AND LEGALITY:

  
\_\_\_\_\_  
City Attorney

CITY OF BURLESON,  
a Texas municipal corporation

By:   
\_\_\_\_\_

Name: Dan McClendon

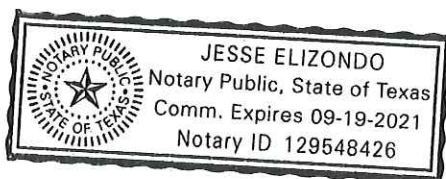
Title: Mayor Pro Tem


Date: 10/7/19

STATE OF TEXAS  
COUNTY OF JOHNSON

This instrument was acknowledged before me on October 7, 2019 by Dan McClendon, known personally by me to be the Mayor Pro Tem of the City of Burleson, on behalf of said City.

[Notary Seal]



 JESSE ELIZONDO  
\_\_\_\_\_  
Notary Public, State of Texas



**EXHIBIT A**  
**TAX ABATEMENT APPLICATION**

**APPLICATION FOR TAX ABATEMENT  
OR ECONOMIC DEVELOPMENT INCENTIVE**

**INSTRUCTIONS**

This form is intended for internal economic development analysis and efforts will be made to restrict circulation of the information included on the form to appropriate representatives of the City of Burleson. However, please note that the Texas Open Records Act provides that information collected, assembled, or maintained by the city under a law or ordinance or in connection with the transaction of official business is generally considered to be public information. However, the Texas Public Information Act does provide that information relating to economic development negotiations with a business prospect is withheld from disclosure unless and until an agreement is reached. If an agreement has been reached and is ready for City of Burleson consideration, this document may be posted to the City's website for public disclosure.

**Questions or Comments**

**Please contact:**

Alex Philips  
Economic Development Manager  
817-426-9613  
**bphilips@burlesontx.com**  
141 West Renfro  
Burleson, Texas 76028

**CERTIFICATION OF APPLICATION – BUSINESS**

**Authorized Business Representative (Applicant)**

First Name Martin Last Name Khait

Title Managing Member Organization Yukon Venture Partners, LLC

Street Address 600 Congress Ave, 14th Floor, Austin TX 78701

Mailing Address 600 Congress Ave, 14th Floor, Austin TX 78701

Phone Number \_\_\_\_\_ Email \_\_\_\_\_

**Consultant/Site Selector Information**      None

Consultant Name \_\_\_\_\_ Company \_\_\_\_\_

Phone Number \_\_\_\_\_ Email \_\_\_\_\_

**Site Information**

Property Owner Name \_\_\_\_\_

Phone Number \_\_\_\_\_ Email \_\_\_\_\_

Property Address \_\_\_\_\_

Mailing Address \_\_\_\_\_

Property Legal Description \_\_\_\_\_

(Provide attachment if by metes and bounds)

Property Located within:

☒ City of Burleson

☐ Burleson ISD

☒ Johnson County

☐ Alvarado ISD

☐ Tarrant County

☐ Joshua ISD

To the best of my knowledge and belief, the information contained in this City of Burleson Application is true and correct, as evidenced by my signature below. I further certify that the business entity is in good standing under the laws of the state in which the entity was organized and that no delinquent taxes are owed to any taxing entity within Johnson/Tarrant County, TX.

Signature  \_\_\_\_\_ Date 7/31/2019



## BUSINESS APPLICATION INFORMATION

Legal name of entity applying to the City of Burleson for incentive:

Project Yukon Burleson, LLC

### Industry Cluster:

If applicable, identify the targeted industry cluster within which this project falls:

- ☐ Advanced Technologies and Manufacturing, including four sub-clusters:  
Nanotechnology and Materials; Microelectromechanical Systems; Semiconductor  
Manufacturing; Automotive Manufacturing
- ☐ Aerospace, Aviation and Defense
- ☐ Biotechnology and Life Sciences, not including medical services
- ☐ Information and Computer Technology, including three sub-clusters:  
Communications Equipment; Computing Equipment and Semiconductors;  
Information Technology
- ☐ Petroleum Refining and Chemical Products
- ☐ Energy, including three sub-clusters: Oil and Gas Production; Power Generation  
and Transmission; Manufactured Energy Systems
- ☒ Other, (Describe)  
Cold Storage & Distribution

### Description of Project:

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Is this company considering other:

Texas locations: ☒ Yes ☐ No

U.S. locations: ☐ Yes ☐ No

Global locations: ☐ Yes ☐ No

### Project Timeline

Expected Construction Start Date Jan. 2020

Expected Construction Completion Date Jan. 2021

### Project Capital Investment

Total acres: 45

Estimated site construction costs: +55mm

Building square footage: 400,000

### Sales Tax

Projected annual sales tax (if applicable):

### Job Categories and Wage Distribution

Job Category	Number of Jobs	Average Annual Wage	Percentage to be hired locally
Executive			
Manager			
Supervisor			
Staff	20	18	
Entry/Minimum Salary			

**SERVICE REQUIREMENTS:**

**Electric**

Peak Monthly Demand in Kilowatts (KW): \_\_\_\_\_

Average Monthly Usage in Kilowatt Hours (kWh): \_\_\_\_\_

Average Monthly Load: \_\_\_\_\_

Current Rate - cents \_\_\_\_\_ per Kilowatt Hour (kWh)

**Water**

Average Monthly Usage: \_\_\_\_\_

Meter size: \_\_\_\_\_

**Sewer**

Average Monthly Discharge: \_\_\_\_\_

**Gas**

Average Monthly Usage: \_\_\_\_\_

Meter size: \_\_\_\_\_

**Additional information for consideration of incentives:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**EXHIBIT B**  
**PROPERTY DESCRIPTION**





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## City Council Regular Meeting

**DEPARTMENT:** Fire/EMS Department  
**FROM:** Josh Jacobs, Assistant Fire Chief  
**MEETING:** November 13, 2023

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**SUBJECT:**

Consider approval of a five year professional services agreement with Front Line Mobile Health, PLLC through a cooperative purchasing agreement with the City of Fort Worth for the services of Fire Department annual medical evaluations and pre-employment medical evaluations in the amount of \$450,000. *(Staff Presenter: Josh Jacobs, Assistant Fire Chief)*

**SUMMARY:**

Burleson Fire/EMS mandates medical evaluations for aspiring firefighter candidates to ensure that they are medically fit to perform the fourteen essential job tasks outlined in NFPA 1582. Additionally, all existing operational personnel are required to undergo annual medical evaluations to prevent potential medical issues and ensure continued compliance with NFPA 1582 standards. Huguley Hospital was previously the provider of this service to Burleson Fire/EMS, but is no longer offering the service. Front Line Mobile Health PPLC (Front Line) is an established provider, currently serving over 50 agencies in the Metroplex, including Fort Worth and Mansfield Fire and Police. Staff feels that the services, thoroughness of the testing, and reporting are the best value for our current and potential future firefighters. Additionally, their location at the Bob Bolen Public Safety Complex, only 11 miles away, ensures efficient and convenient completion of these essential medical evaluations.

**OPTIONS:**

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

**RECOMMENDATION:**

Staff recommends approval as presented



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

NA

**FISCAL IMPACT:**

Acct# 1012201-61030. Not to exceed \$450,000

**STAFF CONTACT:**

Name: Josh Jacobs

Title: Assistant Fire Chief

[jjacobs@burlesontx.com](mailto:jjacobs@burlesontx.com)

817-426-9172



THE CITY OF  
**BURLESON**  
TEXAS

# Burleson Fire/EMS

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11/13/2023

Medical Assessment Vendor

# Discussion Objectives:

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- History
- Personnel Assessed
- Front Line
- Annual Assessments required by NFPA/TCFP

# History

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- Began using Huguley Hospital around 2006 for candidate and annual medical assessments
- Pricing via Cleburne Interlocal Agreement
- Staff notified by Huguley in the summer of 2023 that this service would be discontinued September of 2023.
- Health & Wellness committee, composed of staff from all ranks, brought forth Front Line as their recommendation
- City Council was briefed on the transition to Front Line by Chief Freeman during his strategic overview on July 10th, 2023.
  - Summary Service Goals 23/24 "Provide annual comprehensive physical & mental health evaluations that includes, Cancer screening labs, ultrasound, and cardiopulmonary exercise test"

# Personnel Assessed

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- New Hire Candidates (Initial Assessment)
  - In the final part of the hiring process, new hire candidates are required to complete a medical assessment. This helps to ensure that the candidates are fit for duty.
- Current Firefighters (Annual Assessments)
  - Required to complete annual medical assessments to ensure that they can safely operate while performing the job functions of a firefighter.

# Front Line

## Currently serving over 50 fire and police departments in the Metroplex including

- Mansfield
- Fort Worth
- Benbrook
- Arlington
- Grand Prairie
  - Contract and pricing secured via Interlocal Agreement with Fort Worth

## Specialized experience with Fire, EMS, Law Enforcement and Military

- Staff includes: Physicians, Physicians Assistants, Exercise Physiologist, X-Ray techs and Diagnostic Sonographers
- Forensic, occupational, and human performance Psychologists



# Annual Assessments required by NFPA/TCFP

- Continuation of services:
  - Physical Exam & Consultation w/Medical Provider
  - Basic Labs & Urinalysis
  - Vision & Hearing Screening
- Front Line offers medical assessments that exceed the criteria set forth in NFPA 1582 Standard on Comprehensive Occupational Medical Program:
- Enhanced or Additional Services
  - Human Performance Assessment (Behavioral)
  - Cardiopulmonary Exercise Test (CPET) (Used by the NFL)
  - Cancer Labs & Ultrasounds
  - Organizational Climate Assessment (This is presented in-person to Fire Department Leadership)
  - Additional Labs
- Texas Commission on Fire Protection requires that departments have a policy addressing the assessment of fitness and wellness of its firefighters

## Projected Costs

FY 2023-2024: \$67,000 (\*Already adjusted base budget for FY'23/24)

FY 2024-2025: \$75,000

FY 2025-2026: \$85,000

FY 2026-2027: \$95,000

FY 2027-2028: \$105,000

Contingency: \$23,000 (Attrition, Other Services)

Total: \$450,000 (Over a Five Year Period)

\*2022 Total spent with Huguley \$22,200

# Action Item

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Staff recommends Council approval of a five-year Professional Services Agreement with Front Line Mobile Health in the amount not to exceed \$450,000.

# Questions / Comments

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## PROFESSIONAL SERVICES AGREEMENT

The following Terms of the Professional Service Agreement (“Agreement”) are entered into and made effective on the date of execution of this Agreement by both Parties.

BETWEEN:

FRONT LINE MOBILE HEALTH, PLLC, (“Service Provider”), a professional limited liability company organized and existing under the laws of Texas, with its principal office located at 6517 N. Lakewood Drive, Georgetown, TX 78633, info@frontlinemobilehealth.com;

AND:

The Burleson, Texas Fire Department (“Contracting Agency”), a governmental agency organized and existing under the laws of Texas, with its principal office located at 828 SW Alsbury Blvd, Burleson, TX 76028 which may be contacted at

*Email Address:* \_\_\_\_\_

*Point of Contact:* \_\_\_\_\_  
Name Phone Number

Service Provider and Contracting Agency may be referred to herein individually as “Party,” or collectively as “Parties.”

**WHEREAS** Service Provider is in the business of providing professional medical services relating to Pre- Employment Medical Evaluations, Annual Medical Evaluations, and Psychological Evaluations; and

**WHEREAS** Contracting Agency will provide such medical services to Contracting Agency’s personnel who volunteer to undergo these evaluations.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein contained, the Parties hereto, intending to be legally bound, agree as follows:

### AGREEMENT

Service Provider will provide the following services to Contracting Agency under the terms of this Agreement:

#### 1. ENTIRE AGREEMENT

1.1. This Agreement, recitals, and attachments represent the entire understanding and agreement between Service Provider and Contracting Agency, and supersede all other

negotiations, proposals, understandings, and representations (written or oral) made by and between Service Provider and Contracting Agency. This Agreement includes the following attachments which are incorporated herein:

- 1.1.1. Exhibit A, “Requirements for Firefighters” referencing 14 Essential Job Tasks from NFPA 1582 Chapter 6 (Firefighter Candidates) Chapter 7 (Firefighter Incumbents)
- 1.1.2. Exhibit B, “Scope of Services and Fee Schedule;”
- 1.1.3. Exhibit C, “Charges for No-Shows, Cancellations, Partially Completed Evaluations and Make-up Policy;”
- 1.1.4. Exhibit D, “Scope of Services and Fee Schedule for Psychological Suitability Evaluations;”
- 1.1.5. Exhibit E, “Examinee Waiver;”

## 2. TERM

- 2.1. The initial term of this Agreement shall begin on October 1, 2023 (the “Effective Date”) and shall expire on Sept. 30, 2024 (“Expiration Date”), unless terminated earlier in accordance with this Agreement (“Initial Term”). After the Initial Term, Contracting Agency shall have the option, in its sole discretion, to renew this Agreement under the same terms and conditions for up to four (4) one-year renewal terms, subject to any price increases as identified in paragraph 2.2.
- 2.2. Service Provider may, at its discretion and subject to approval by Contracting Agency, increase the price for those services identified in Exhibit “B” of this Agreement a maximum of 5% at the start of each year the Agreement is renewed.

## 3. DEFINITIONS

The terms used in this Agreement shall have the following meaning:

**“Authority Having Jurisdiction”** (“AHJ”) shall mean and refer to Contracting Agency’s Authority Having Jurisdiction (as that term is defined in NFPA 1582 Section 3.2.2) as an organization, office, or individual responsible for enforcing the requirements of a code or standard, or for approving equipment, materials, an installation or a procedure. The AHJ for Contracting Agency is the Benbrook Fire Department.

**“Annual Medical Evaluation”** shall mean and refer to periodic evaluation of Incumbent Firefighters to assess the each one’s ability to meet the appropriate standards regarding Firefighter fitness, as well as to identify areas of the person’s medical status that may indicate the possibility of future health issues and/or impact that participant’s ability to carry out the essential job tasks associated with his or her position.



**“Candidate Firefighter”** shall mean and refer to a person whom the Fire Department leadership wants medically evaluated before starting employment.

**“Confidential Information”** shall mean and refer to all information or material that has or could have commercial value or other utility in a disclosing party’s business, and that is disclosed by one Party to this Agreement to the other in connection with or incidental to a Party’s performance under this Agreement.

**“Human Performance Assessment”** shall mean and refer to a series of self-reported standardized behavioral health assessments that measure the Participant’s condition regarding behavioral health attributes that Service Provider has determined impact the Participant’s personal and work performance.

**“Incumbent Firefighter”** shall mean and refer to a Participant who has been hired and is no longer a Candidate firefighter candidate.

**“NFPA 1582”** shall mean and refer to the National Fire Protection Association standard titled: NFPA 1582 Standard on Comprehensive Occupational Medical Program for Fire Departments, as effective as of the Effective Date of this Agreement.

**“Participant”** shall mean and refer to Contracting Agency personnel for whom Service Provider conducts an evaluation of any kind pursuant to this Agreement.

**“Pre-Employment Medical Evaluation”** shall mean and refer to a series of laboratory tests, diagnostic exams, hands-on physical exam and consultation with a medical provider to assess whether the Candidate meets the minimum requirements provided to Service Provider by Fire Department leadership.

**“Post-Offer Psychological Evaluations”** shall mean and refer to comprehensive psychological evaluations of Candidate Firefighters conducted by licensed psychologist after a job offer has been made to the Candidate.

**“Psychological Evaluation”** shall mean and refer to a comprehensive psychological evaluation of Candidate or Incumbent Firefighter conducted by licensed psychologist.

**“Psychological Wellness Check”** shall mean and refer to a self-reported Behavioral Health analysis tool using standard psychological tests.

#### **4. COMPENSATION**

- 4.1. Contracting Agency will compensate Service Provider for services performed in the amounts specified in the attached Exhibit B, "Fee Schedule."
- 4.2. Contracting Agency will compensate Service Provider for partially completed examinations in accordance with the provisions listed in Exhibit C, "Charges for Partially Completed Evaluations."
- 4.3. The signed Agreement between Service Provider and Contracting Agency acknowledges that Contracting Agency agrees to Service Provider's "Make-up Policy" as set forth in Exhibit C to this Agreement.
- 4.4. Contracting Agency has budgeted a not-to-exceed number of \$450,000 for the initial term of the Agreement and including up to four renewals. No invoices that would cause that amount to be exceeded will be paid without prior written authorization by Contracting Agency.

## **5. PAYMENT**

- 5.1. Service Provider will invoice Contracting Agency for services completed in accordance with the Fee Schedule. Unless otherwise agreed in writing by the parties, all invoices are payable within thirty (30) days of the invoice date.
- 5.2. If a Participant evaluation is re-scheduled through a request initiated by Contracting Agency, invoicing will still take place for services rendered according to the Fee Schedule.
- 5.3. If Service Provider initiates the re-scheduling of a Participant evaluation, then Service Provider shall delay issuing an invoice for the re-scheduled evaluation until the evaluation is complete.

## **6. NON-APPROPRIATION**

- 6.1. The Parties acknowledge and agree that the Fee Schedule set forth in this Agreement is based upon Contracting Agency's current appropriated revenues.
- 6.2. It is understood and agreed that Contracting Agency shall have the right to terminate this Agreement at the end of any Contracting Agency fiscal year if the governing body of the Contracting Agency does not appropriate funds sufficient to compensate for the services, by providing immediate written notice to Service Provider of the non-appropriation.

## **7. PROFESSIONAL SERVICES TO BE PROVIDED**

- 7.1. Service Provider will work with Contracting Agency and the AHJ to develop the medical testing parameters of the Annual Medical Examination for Incumbent Firefighters using

the latest version of NFPA 1582 standards as a basis of the Annual Medical Examination and adding the most recent, best medical science standards, in cardiovascular testing, blood work, and other medical testing to include testing for pulmonary function and cancer.

- 7.2. Service Provider will work with Contracting Agency to provide an annual “Psychological Wellness Check” for Incumbent Firefighters during their Annual Medical Evaluation known as the Human Performance Assessment. The Human Performance Assessment will be conducted by a Physician Assistant or M.D./D.O.
- 7.3. Service Provider shall apply and use the standards found in the latest version of NFPA 1582 standards in performing all evaluations pursuant to this Agreement.
- 7.4. Service Provider will work with Contracting Agency and the applicable AHJ to provide Candidate Firefighters with an optional entry-level Psychological Evaluation by a qualified Psychologist.
- 7.5. Contracting Agency acknowledges and agrees that Service Provider does not and shall not provide advice or recommendations regarding, or make, direct, encourage, or otherwise take responsibility for employment decisions, including but not limited to Contracting Agency’s employment-related decisions regarding whether Contracting Agency hires, fires, promotes, demotes, increases or decreases pay, adjusts or restricts personnel assignments or job duties, or takes any other potentially adverse employment action against Contracting Agency’s personnel and employees. For the avoidance of doubt, Contracting Agency shall be solely liable for all employment decisions made in connection with any Participant.

## **8. LIMITED SCOPE OF MEDICAL EVALUATION**

- 8.1. Service Provider’s Annual Medical Evaluation is limited to only those services specified in Exhibit B, “Scope of Services” and in compliance with Exhibits C and D, using the latest version of NFPA 1582 with modifications for Incumbent Firefighters.
- 8.2. The Annual Medical Evaluation is intended to meet or exceed the National Fire Protection Association standard titled: NFPA 1582 Standard on Comprehensive Occupational Medical Program for Fire Departments, and Service Provider shall perform all evaluations in accordance with applicable updated, adopted, and accepted medical industry standards.
- 8.3. The Annual Medical Evaluation is conducted for the sole purpose of providing a recommendation to Contracting Agency regarding Participant’s medical fitness for duty in light of the Participants actual or anticipated essential job tasks.
- 8.4. It is understood that medical and psychological evaluations are NOT a functional or

occupational assessment. If an Incumbent Firefighter, Candidate Firefighter, or staff participant refuses to acknowledge the limited scope of service or otherwise refuses to participate in any part of the evaluation, then Service Provider reserves the right to decline to make a recommendation of that Participant's medical fitness for duty.

8.5. It is also understood that an Annual Medical Evaluation alone cannot determine the occupational success of the Participant, and therefore, Service Provider recommends that Contracting Agency combines the Annual Medical Evaluation with other occupational specific evaluations in determining a Participant's overall fitness for duty, such as a job analysis and skill performance for the essential elements of the job.

8.6. Contracting Agency acknowledges that Psychological Evaluations cannot determine the occupational success of a Participant, and therefore, Contracting Agency releases Service Provider from any adverse candidate outcome.

8.7. AHJ or Contracting Agency is not required to adopt the latest version of NFPA 1582.

Contracting Agency, Fire Chief, and AHJ shall have final authority and responsibility for all employment decisions made in connection with the services, recommendations, and/or reports provided by Service Provider.

## **9. DISPUTED RESULTS**

9.1. This Agreement is between Contracting Agency and Service Provider only. SERVICE PROVIDER SHALL NOT HAVE AN AGREEMENT WITH THE PARTICIPANT(S) TESTED.

9.2. In the event a Participant disputes the recommendation submitted by Service Provider to Contracting Agency, the resolution of such dispute will be accomplished through the process established by Service Provider and Contracting Agency.

9.3. Contracting Agency shall be responsible for all expenses incurred for Service Providers re-testing or re-evaluation of a Participant.

## **EVALUATIONS PROVIDED**

### **10. ANNUAL INCUMBENT FIREFIGHTER MEDICAL EVALUATIONS**

10.1. Service Provider will provide an Annual Medical Evaluation for Participants identified by Contracting Agency, as set forth in the attached Exhibit A, "Requirements,".

10.2. In addition, Contracting Agency may initiate a change order to add additional lab tests and other offerings provided by Service Provider at Service Provider's current pricing.

## **11. PRE-EMPLOYMENT CANDIDATE FIREFIGHTER MEDICAL EVALUATION**

- 11.1. Service Provider will perform Pre-Employment Medical Evaluations and Psychological Evaluations for Contracting Agency, addressing the applicable components listed under the provisions in Exhibit A, “Requirements,” and in compliance with NFPA 1582 standards.

## **12. LOCATION AND SCHEDULE OF SERVICES TO BE PROVIDED**

- 12.1. **Annual Medical Evaluations.** Annual Medical Evaluations will be conducted by Service Provider at a location mutually agreeable to the Parties. These Annual Medical Evaluations will be provided on a schedule that is mutually agreeable to the Parties, with the understanding that all Annual Medical Evaluations must be completed by the end of the Agreement Term.

**Pre-Employment Medical Evaluations.** Pre-Employment Medical Evaluations will take place at one of Service Provider’s clinics on a schedule mutually agreeable to the Parties. Service Provider specifically acknowledges that time is of the essence for scheduling Pre- Employment Medical Evaluations and Psychological Evaluations and will make all reasonable efforts to complete such evaluations within the time specified by Contracting Agency. Contracting Agency acknowledges that it takes no less than two weeks to coordinate, schedule, perform, and to report on any results obtained from the Pre-Employment Medical Evaluations. Contracting Agency acknowledges that it takes no less than three weeks to coordinate, schedule, perform, and report on any Psychological Evaluations performed for Pre- Employment or Post-Offer Psychological Evaluations. Service Provider reserves the right to conduct Psychological Evaluations via a HIPAA compliant telehealth platform.

## **13. ADDITIONAL SERVICES**

- 13.1. To receive any additional services not provided for under this Agreement, Contracting Agency must separately contract with Service Provider under a change order. No services other than those specifically identified under this Agreement will be provided without a change order.
- 13.2. Additional services may be requested by Contracting Agency at any time and will be consistent with the services and fees set forth in Exhibit B, “Scope of Services and Fee Schedule,” of the Agreement.

## **ADDITIONAL TERMS AND CONDITIONS**

### **14. TERMINATION**

- 14.1. Contracting Agency may terminate this Agreement for non-appropriation of sufficient funds as set forth in **Paragraph 6.**
- 14.2. If either Party materially breaches any covenant under this Agreement, the other Party may notify the breaching Party in writing and, if the breach is not cured within 30 days, the non- breaching Party may terminate this Agreement.
- 14.3. Service Provider may immediately suspend services if it reasonably believes continued service would violate State or Federal law or violate applicable rules of professional conduct. Service Provider shall provide prior notice to Contracting Agency of suspended services.
- 14.4. In the event that this Agreement is terminated prior to the Expiration Date, Contracting Agency shall pay Service Provider for all services actually rendered up to the effective date of termination and Service Provider shall continue to provide Contracting Agency with services requested by Contracting Agency and in accordance with this Agreement up to the date of termination. Upon termination of this Agreement for any reason, Service Provider shall provide Contracting Agency with copies of all completed or partially completed documents prepared under this Agreement. In the event Service Provider has received access to Contracting Agency's information or data as a requirement to perform services hereunder, Service Provider shall return all Contracting Agency provided data to Contracting Agency in a machine-readable format or other format deemed acceptable by Contracting Agency.

### **15. INDEPENDENT CONTRACTING AGENCY**

- 15.1. The Agreement shall not be construed as creating an employer/employee relationship, a partnership, or joint venture. Service Provider's services shall be those of an independent contracting agency.
- 15.2. Service Provider agrees and understands that the Agreement does not grant any rights or privileges established for employees of Contracting Agency.
- 15.3. Service Provider shall not be within protection or coverage of Contracting Agency's Worker Compensation Insurance, Health Insurance, Liability Insurance, or any other insurance that Contracting Agency, from time to time, may have in force for its existing



employees.

## 16. NON DISCLOSURE AND CONFIDENTIALITY

- 16.1. Contracting Agency acknowledges and agrees that, in the course of the Parties' performance under this Agreement, Contracting Agency may receive or have access to Confidential Information, proprietary information, and/or trade secrets belonging to Service Provider in the course of the Parties' respective performance under this Agreement. Contracting Agency understands that: (i) Confidential Information is commercially and competitively valuable to Service Provider and that it and its protection are vital to the success of Service Provider's business; (ii) the use or disclosure of Confidential Information by Contracting Agency, except in accordance with this Agreement, would cause irreparable harm to Service Provider; and (iii) nothing contained in this Agreement shall prohibit Service Provider from pursuing any remedies, whether at law or in equity, available to Service Provider for a breach or threatened breach of this Agreement, including the recovery of damages from, and injunctive relief against Contracting Agency and its members, both appointed or elected.
- 16.2. During the term of this Agreement and following the termination thereof, Contracting Party, to the extent permitted by law, will not use or disclose, directly or indirectly, any Confidential Information in any manner or for any purpose not in accordance with this Agreement or Texas law. Upon termination of this Agreement, or at any time upon Service Provider's request, Contracting Party agrees to surrender to Service Provider, or destroy at Service Provider's request, some or all records, notes, notebooks, or the like, relating to Service Provider's operations, products, or business made or received by it during the term of this Agreement. Upon termination of this Agreement, Contracting Party will return all other Service Provider's property in its custody, and shall be bound by this Non-Disclosure and Confidentiality Agreement.
- 16.3. Notwithstanding the foregoing, Contracting Agency may disclose Confidential Information to the extent required by law. As required by the Texas Public Information Act (the "Act"), Contracting Party will notify Service Provider in the event a public information request made to Contracting Agency encompasses any information protected by this Agreement. As authorized by the Act, Service Provider may submit arguments against disclosure of the requested information directly to the Office of the Texas Attorney General. Contracting Agency will only release the requested information if required to do so by the Office of the Texas Attorney General.
- 16.4. **Exclusions from Confidential Information.** Contracting Agency's obligations under this Agreement do not extend to information that is: (a) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Receiving Party; (b) discovered or created before disclosure by Service Provider; (c) learned by Contracting Agency through legitimate means other than from Service Provider or its

representatives; or (d) is disclosed by Contracting Agency with Service Provider's prior written approval.

## **17. HIPAA COMPLIANCE**

- 17.1. Service Provider is currently compliant and will remain compliant with all security measures required by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH")\
- 17.2. Contracting Agency acknowledges that once Service Provider has delivered a medical or psychological evaluation recommendation, as outlined in this Agreement, it is Contracting Agency's responsibility to maintain these reports and protect this information as outlined by HIPAA and HITECH.

## **18. INSURANCE**

- 18.1. Service Provider shall keep in full force and effect insurance coverage during the term of this Agreement, including without limitation statutory workers' compensation insurance; employer's liability and commercial general liability insurance; comprehensive automobile liability insurance if Service Provider has its own vehicles; and professional liability insurance.
- 18.2. The insurance certificate shall name Contracting Agency, its agents, officers, servants, and employees as additional insureds under the commercial general liability and automobile policies with respect to the operations and work performed by the named insured as required by written contract.
- 18.3. The General Liability policy is Primary & Non-Contributory.
- 18.4. Waiver of Subrogation applies under the General Liability and Workers' Compensation policies. The commercial general liability insurance minimum coverage shall be at least \$1,000,000 per incident, claim or occurrence, and \$1,000,000 aggregate. The Automobile Liability insurance minimum coverage shall be at least \$350,000 covering all owned, non- owned, and hired vehicles. The certificate shall provide that there will be no cancellation, termination, or non-renewal of the insurance coverage without a minimum 30-day written notice to Contracting Agency, except in the case of cancellation for non-payment of premium, which shall be at least 10 days written notice.

## **19. LIABILITY AND INDEMNIFICATION**

- 19.1. **SERVICE PROVIDER SHALL BE LIABLE AND RESPONSIBLE FOR ANY AND ALL PROPERTY LOSS, PROPERTY DAMAGE, AND/OR PERSONAL INJURY 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 SERVICE PROVIDER, ITS OFFICERS, AGENTS, SERVANTS, OR EMPLOYEES.**
- 19.2. **FURTHERMORE, SERVICE PROVIDER HEREBY COVENANTS AND AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND CONTRACTING AGENCY, ITS OFFICERS, AGENTS, SERVANTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS OR LAWSUITS OF ANY KIND OR CHARACTER, WHETHER REAL OR ASSERTED, IN CONTRACT OR TORT, FOR EITHER PROPERTY DAMAGE OR LOSS (INCLUDING ALLEGED DAMAGE OR LOSS TO SERVICE PROVIDER'S BUSINESS AND ANY RESULTING LOST PROFITS) AND/OR PERSONAL INJURY TO ANY AND ALL PERSONS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, TO THE EXTENT CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS, MALFEASANCE, OR INTENTIONAL MISCONDUCT OF SERVICE PROVIDER, ITS OFFICERS, AGENTS, SERVANTS, OR EMPLOYEES.**

## **20. FORCE MAJEURE**

- 20.1. Neither Party shall be liable hereunder for any failure or delay in the performance of its obligations under this Agreement if such failure or delay is on account of causes beyond its reasonable control, including civil commotion, war, fires, floods, accident, earthquakes, inclement weather, telecommunications line failures, electrical outages, network failures, governmental regulations or controls, casualty, strikes or labor disputes, terrorism, pandemics, epidemics, local disease outbreaks, public health emergencies, acts of God, or other similar or different occurrences, for so long as such force majeure event is in effect. Each Party shall use reasonable efforts to notify the other Party of the occurrence of such an event within five (5) business days of its occurrence.

## **21. CONFLICTS OF INTEREST**

- 21.1. Texas Local Government Code Chapter 176 ("Chapter 176") requires the disclosure of certain matters by contracting agencies doing business with or proposing to do business with local governmental agencies such as Contracting Agency. Service Provider has reviewed Chapter 176 and, if it is required to do so, will disclose such matters within seven (7) days of the date of submitting this Agreement to Contracting Agency, or within seven (7) days of becoming aware of a matter that requires

disclosure, whichever is applicable.

## **22. NON-BOYCOTT VERIFICATION**

- 22.1. For purposes of Chapter 2270 of the Texas Government Code, Service Provider represents and warrants that, at the time of execution and delivery of this Agreement, neither Service Provider, nor any wholly owned subsidiary, majority owned subsidiary, parent company, or affiliate of Service Provider, boycotts Israel. Service Provider agrees that, except to the extent otherwise required by applicable federal law, neither Service Provider nor any wholly owned subsidiary, majority owned subsidiary, parent company, or affiliate of Service Provider, will boycott Israel during the term of this Agreement. The terms “boycotts Israel” and “boycott Israel” as used in this clause have the meaning assigned to the term “boycott Israel” in Section 808.001 of the Texas Government Code.

## **23. NO BUSINESS WITH FOREIGN TERRORIST VERIFICATION**

- 23.1. For purposes of Subchapter F of Chapter 2252 of the Texas Government Code, Service Provider represents and warrants that, at the time of execution and delivery of this Agreement, neither Service Provider, nor any wholly owned subsidiary, majority owned subsidiary, parent company, or affiliate of Service Provider engages in business with Iran, Sudan, or any foreign terrorist organization, as described in Chapter 2252 of the Texas Government Code, or is a company listed by the Texas Comptroller under sections 2270.0201 or 2252.153 of the Texas Government Code. The term “foreign terrorist organization” as used in this clause has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.

## **24. NO WAIVER**

- 24.1. The waiver by either Party of a breach or violation of any provision of this Agreement shall not operate as or be construed as a waiver of any subsequent breach hereof.

## **25. NONDISCRIMINATION**

- 25.1. Service Provider, with regard to the work performed by it after award and prior to completion of this Agreement, shall not discriminate on the basis of race, color, sex, or national origin, including procurements of materials and leases of equipment. Service Provider shall not participate either directly or indirectly in the discrimination prohibited by any Federal, State, or local law.

- 25.2. IF ANY CLAIM ARISES FROM AN ALLEGED VIOLATION OF THIS NON-DISCRIMINATION COVENANT BY SERVICE PROVIDER, ITS PERSONAL REPRESENTATIVES, ASSIGNS, OR SUCCESSORS IN INTEREST, SERVICE PROVIDER AGREES TO ASSUME SUCH LIABILITY AND TO INDEMNIFY AND DEFEND CONTRACTING AGENCY AND HOLD CONTRACTING AGENCY HARMLESS FROM SUCH CLAIM.

## **26. NOTICES**

- 26.1. Any notice or communication permitted or required by this Agreement shall be deemed effective when personally delivered or deposited, postage prepaid, in the first-class mail of the United States properly, or sent via electronic means, addressed to the appropriate party at the address set forth in the identification of Parties section of this Agreement.

## **27. CONSTRUCTION**

- 27.1. The captions or headings in this Agreement are for convenience only and do not define, limit, or otherwise describe the scope or intent of any provision or section of this Agreement. References to the singular include the plural and vice versa.

## **28. SEVERABILITY**

- 28.1. If any provision of this Agreement is found to be contrary to law by a court of competent jurisdiction, such provision shall be of no force or effect; but the remainder of this Agreement shall continue in full force and effect.

## **29. COMPLETE AGREEMENT**

- 29.1. This Agreement supersedes all prior oral or written agreements and understandings between the Parties respecting the subject matter thereof, and constitutes the entire agreement between the Parties, and cannot be changed unless mutually agreed upon in writing by both Parties.

## **30. GOVERNING LAW: SUCCESSORS AND ASSIGNS**

- 30.1. This Agreement and all matters or issues directly or collaterally relating thereto shall be interpreted by, governed in accordance with, and construed pursuant to the laws of the State of Texas without regard to its conflict of laws and rules, and both Parties agree to submit to jurisdiction in Texas.

- 30.2. Further, any action arising out of or relating to the performance of the parties hereunder, or the interpretation of this Agreement shall be brought exclusively in a court of competent jurisdiction located in Tarrant County, Texas.
- 30.3. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective permitted successors and assigns.

### **31. COUNTERPARTS**

- 31.1. This Agreement may be executed in one or more counterparts and each counterpart shall, for all purposes, be deemed an original, but all such counterparts shall together constitute one and the same instrument.

[Signature Page Follows]



**SIGNATURES**

“Contracting Agency”

THE CONTRACTING AGENCY OF

\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

By: *Name, Title*

\_\_\_\_\_  
  
\_\_\_\_\_

Date Signed: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_

By *Name, Title*

“Service Provider”

Front Line Mobile Health, PLLC

\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

By: *Name, Managing Member*

\_\_\_\_\_  
  
\_\_\_\_\_

Date Signed: \_\_\_\_\_

## **EXHIBIT A**

### **Requirements for Firefighters**

NFPA 1582 is not incorporated by reference due to the size of the document. However, these fourteen (14) Essential Jobs tasks are included for reference and can be superseded by the Contracting Agency's job descriptions if provided to Service Provider:

- (1) Wearing personal protective equipment (PPE) and self-contained breathing apparatus (SCBA) while performing firefighting tasks (e.g., hose line operations, extensive crawling, lifting, and carrying heavy objects, ventilating roofs or walls using power or hand tools, forcible entry), rescue operations, and other emergency response actions under stressful conditions, including working in extremely hot or cold environments for prolonged time periods.
- (2) Wearing an SCBA, which includes a demand-valve-type positive-pressure facepiece or HEPA filter mask, which requires the ability to tolerate increased respiratory workloads.
- (3) Exposure to toxic fumes, irritants, particulates, biological (i.e., infectious) and nonbiological hazards, or heated gases, despite the use of PPE and SCBA.
- (4) Climbing at least six flights of stairs or walking a similarly strenuous distance and incline in jurisdictions without tall buildings while wearing PPE and SCBA, commonly weighing 40–50 lbs. (18–23 kg), and carrying equipment/tools weighing an additional 20–40 lbs. (9–18 kg).
- (5) Wearing PPE and SCBA that is encapsulating and insulated, which will result in significant fluid loss that frequently progresses to clinical dehydration and can elevate core temperature to levels exceeding 102.2°F (39°C).
- (6) Working alone while wearing PPE and SCBA, searching, finding, and rescue-dragging or carrying victims ranging from newborns to adults weighing over 165 lbs. (75 kg) to safety despite hazardous conditions and low visibility.
- (7) While wearing PPE and SCBA, advancing water-filled hose lines up to 1 3/4 in. (45 mm) in diameter from fire apparatus to occupancy [approximately 150 ft (50 m)], which can involve negotiating multiple flights of stairs, ladders, and other obstacles.
- (8) While wearing PPE and SCBA, climbing ladders, operating from heights, walking or crawling in the dark along narrow and uneven surfaces that might be wet or icy, and operating in proximity to electrical power lines or other hazards.
- (9) Unpredictable, prolonged periods of extreme physical exertion as required by emergency operations without benefit of a warm-up period, scheduled rest periods, meals, access to medication(s), or hydration.
- (10) Operating fire apparatus or other vehicles in an emergency mode with emergency lights and sirens.
- (11) Critical, time-sensitive, complex problem solving during physical exertion in stressful, hazardous environments, including hot, dark, tightly enclosed spaces, that is further aggravated by fatigue, flashing lights, sirens, and other distractions.
- (12) Ability to communicate (i.e., give and comprehend verbal orders) while wearing PPE and SCBA under conditions of high background noise, poor visibility, and drenching from hose lines or fixed protection systems (e.g., sprinklers).

- (13) Functioning as an integral component of a team, where sudden incapacitation of a member can result in mission failure or in risk of injury or death to members of the public or other team members.
- (14) Working in shifts, including during nighttime, that can extend beyond 12 hours.

**EXHIBIT B**  
**Scope of Services and Fee Schedule**  
**Exams and Tests to be done**

**Contracting Agency has chosen the PARTNERSHIP tier of service for the 2023-2024 fiscal year.**

Service Provider offers other options for Incumbent Medical Evaluations to allow Contracting Agency maximum flexibility in deciding what level of services to choose for its participants.

Service Provider reserves the right, upon prior notice to Contracting Agency, to modify the list of services in this Exhibit in the event better results can be obtained by using different lab tests or methodologies. Cost will not change without the approval of the Contracting Agency.

Additional lab tests are available and can be added to this Agreement at Service Provider's then current pricing through the Change Order process established by Service Provider.

For the 2023-2024 fiscal period, the general scope of services to be performed by Service Provider for an Annual Medical Evaluation includes, but is not limited to, the following:

<b>FOUNDATIONS LEVEL LAB TESTS AND PHYSICAL EXAMS</b>
Personalized Risk Assessment
Health Questionnaire & Screening
Annual Human Performance Assessment
Physical Examination & Consultation w/ Medical Provider
LABORATORY ANALYSIS:
• Complete CBC
• Lipid Panel
• Comprehensive Metabolic Panel
• Urinalysis, with microscopic
• HBA1C
Vision Screening
Body Composition Analysis
Audiogram
Resting EKG

FOUNDATIONS is our entry-level medical evaluation. Price for 2023-2024 fiscal year is \$475 and is subject to change in subsequent years.

<b>ESSENTIALS LEVEL LAB TESTS AND PHYSICAL EXAMS</b>	
Personalized Risk Assessment	
Health Questionnaire & Screening	
Annual Human Performance Assessment	
Physical Examination & Consultation w/ Medical Provider	
LABORATORY ANALYSIS:	
• Complete CBC	
• Lipid Panel	
• Comprehensive Metabolic Panel	
• Prostate Specific Antigen (male) or CA-125 (female) <b>PERFORMED DURING A CANCER-SCREENING YEAR</b>	
• Urinalysis, with microscopic	
• Fecal Occult Blood <b>PERFORMED DURING A CANCER-SCREENING YEAR</b>	
• Uric Acid <b>PERFORMED DURING A CANCER-SCREENING YEAR</b>	
• HBA1C	
Vision Screening	
Body Composition Analysis	
Audiogram	
Cardiopulmonary Exercise Test (CPET) <b>PERFORMED DURING A CARDIAC-SCREENING YEAR</b>	
Chest Radiograph (X-Ray) <b>PERFORMED DURING A CANCER-SCREENING YEAR</b>	
Cancer Screening Ultrasound: thyroid, testicular (male only), abdomen (liver, gallbladder, pancreas, spleen, kidneys, ovaries, non-invasive) <b>PERFORMED DURING A CANCER-SCREENING YEAR</b>	

ESSENTIALS alternates cardio-screening and cancer-screening yearly. Price for 2023-2024 fiscal year is \$575 and is subject to change in subsequent years.

<b>PARTNERSHIP LEVEL LAB TESTS AND PHYSICAL EXAMS</b>	
Personalized Risk Assessment	
Health Questionnaire & Screening	
Annual Human Performance Assessment	
Physical Examination & Consultation w/ Medical Provider	
LABORATORY ANALYSIS:	
• Complete CBC	
• Lipid Panel	
• Comprehensive Metabolic Panel	
• Prostate Specific Antigen (male) or CA-125 (female)	
• Urinalysis, with microscopic	
• Fecal Occult Blood	
• C-Reactive Protein	
• HBA1C	
• Free Testosterone	
• Cortisol	
• TSH (Thyroid)	
Vision Screening	
Body Composition Analysis	
Audiogram	
Cardiopulmonary Exercise Test (CPET)	
Chest Radiograph (X-Ray)	
Cancer Screening Ultrasound: thyroid, testicular (male only), abdomen (liver, gallbladder, pancreas, spleen, kidneys, ovaries, non-invasive)	

The price for PARTNERSHIP for the 2023-2024 fiscal year contract period is \$845 per Participant and is subject to change in subsequent years.

## Candidate Physical Examinations

To help Contracting Agency hire the best candidates, Service Provider offers Candidate Medical Examinations as an option. They are available in three levels of service, as follows:

<b>CANDIDATE PHYSICAL - PARTNERSHIP TIER</b>	
<b>MEDICAL EVALUATION OF CANDIDATES</b>	
Individualized Health Risk Appraisal	
Medical History Questionnaire & Screening	
Human Performance Assessment	
Physical Examination & Consultation w/ Medical Provider w/ range of motion on all extremities and spine	
Vision test (distance/color/peripheral)	
Hernia Exam	
<b>LABORATORY ANALYSIS:</b>	
• Complete CBC	
• Lipid Panel	
• Comprehensive Metabolic Panel	
• Prostate Specific Antigen (male) or CA-125 (female)	
• Urinalysis, with microscopic	
• Fecal Occult Blood	
• C-Reactive Protein	
• QuantiFERON Gold (TB Test- Blood)	
• Coagulation Studies (PT, PTT, INR)	
• Hepatitis Profile	
• Drug Screen 11 w/ETOH	
• Uric Acid	
• HBA1C	
• TSH Third Generation	
• Sickie Cell Screen	
• Blood Type (ABO and RH Type)	
• Tetanus IG G	
• Measles, Mumps, Rubella (MMR)	
• Lipoprotein (a)	
• Heavy Metals	
• C holinesterase	
Audiogram	
Body Composition Analysis	
X-Ray- Chest PA/Lat, Cervical, Thoracic, and Lumbar Spines	
Cardiopulmonary Exercise Test (CPET)	

The unit price for 2023-2024 fiscal year for the CANDIDATE-PARTNERSHIP tier is \$1,600. Price is subject to change in subsequent years.



<b>CANDIDATE PHYSICAL - ESSENTIALS TIER</b>	
<b>MEDICAL EVALUATION OF CANDIDATES</b>	
Individualized Health Risk Appraisal	
Medical History Questionnaire & Screening	
Human Performance Assessment	
Physical Examination & Consultation w/ Medical Provider w/ range of motion on all extremities and spine	
Vision test (distance/color/peripheral)	
Hernia Exam	
<b>LABORATORY ANALYSIS:</b>	
• Complete CBC	
• Lipid Panel	
• Comprehensive Metabolic Panel	
• Prostate Specific Antigen (male) or CA-125 (female)	
• Urinalysis, with microscopic	
• Fecal Occult Blood	
• C-Reactive Protein	
• QuantiFERON Gold (TB Test- Blood)	
• Hepatitis Profile	
• Drug Screen 11 w/ETOH	
• Uric Acid	
• HBA1C	
• TSH Third Generation	
• Tetanus IG G	
• Measles, Mumps, Rubella (MMR)	
• Lipoprotein (a)	
Audiogram	
Body Composition Analysis	
Chest X-Ray	
Cardiopulmonary Exercise Test (CPET)	

The unit price for the CANDIDATE-ESSENTIALS tier is \$1,200 for 2023-2024 fiscal year and is subject to change in subsequent years.

<b>CANDIDATE PHYSICAL -FOUNDATIONS TIER</b>	
<b>MEDICAL EVALUATION OF CANDIDATES</b>	
Individualized Health Risk Appraisal	
Medical History Questionnaire & Screening	
Physical Examination & Consultation w/ Medical Provider w/ range of motion on all extremities and spine	
Vision test (distance/color/peripheral)	
Hernia Exam	
LABORATORY ANALYSIS:	
• Complete CBC	
• Lipid Panel	
• Comprehensive Metabolic Panel	
• Urinalysis, with microscopic	
• Drug Screen 11 w/ETOH	
• HBA1C	
Audiogram	
Body Composition Analysis	
Cardiopulmonary Exercise Test (CPET)	

The unit price for the CANDIDATE-FOUNDATIONS tier for 2023-2024 fiscal year is \$800 and is subject to change in subsequent years.

Contracting Agency understands that any candidate evaluation requested with less than two weeks lead-time may incur a rush charge.

## **Contracting Agency**

### **Optional Department Physician Services Agreement**

Front Line agrees to provide the following optional services on an on-going basis as part of the Professional Services agreement:

In addition to the other services that will be delivered by Front Line under the Professional Services Agreement currently in place with Contracting Agency, we will:

- Provide by telephone, text or email medical consultation to Contracting Agency Leadership as it relates to its Member's ability to be medically present for work
- Telephone calls, texts or emails seeking the services offered under this Department Physician Services Agreement will be answered or returned during the hours of 0800 to 1800, Monday through Friday, Federal holidays excluded. Any request that comes in outside of those hours will be answered the next business day.
- Determine work status of the Member via telephone support or an in-person examination after a medical or dental injury that occurs both on-duty as well as off-duty
- Determine Member's ability to perform duties while taking prescription medications
- Perform Fit-for-Duty examinations following a work or non-work-related injury
- Follow-up with Members (or Candidates who become Members) who were noted to have significant health issues on the Annual or Candidate physical examination
- Provide guidance and accurate testing records for the immunization by Contracting Agency personnel for communicable disease for Members who were discovered deficient on the Annual or Candidate exam in concert with Contracting Agency policy regarding immunizations
- Provide drug screening of non-sworn personnel
- Assist the Contracting Agency in developing procedures for random drug testing of Members and drug testing after an accident or other abnormal event
- Train and educate Members on topics chosen by Contracting Agency leadership, such as but not limited to, general health and wellness information, epidemiologic data, orthopedic injuries, behavioral health tools, and general department health
- Participate in safety meetings, command and staff meetings, and any other meeting the Fire Chief deems necessary at the Fire Chief's discretion
- Maintain a Medical Directorship with a Board-certified physician, licensed in Texas, for all services provided

### **FEES and Billing**

Department Physician Services are billed monthly at the rate of \$28 per sworn officer. The number of sworn officers is established at the start of this Agreement and is recalculated at each annual renewal.

Monthly fee can be increased upon the annual renewal of the Professional Services Agreement by up to 5.0%.

## **Cancellation**

Contracting Agency may cancel the services performed under this Department Physician Services Agreement by giving Front Line at least 30 days written notice and paying for work that has commenced but is unbilled up to that time.

In addition to any other termination/cancellation clauses found elsewhere in this Agreement, we may terminate services provided under this Exhibit if:

- Contracting Agency does not comply with this agreement and Front Line forms the opinion, on reasonable grounds, that mutual confidence and trust do not exist between both parties, or
- Front Line believes on reasonable grounds that by continuing to act for Contracting Agency, it may breach the professional conduct rules which are binding upon medical professionals.

## **Exhibit C**

### **Charges for No-Shows, Cancellations, and Partially Completed Evaluations**

#### **Charges for No-shows and Cancelled Appointments for Non-Mandatory Evaluations**

There will be a no show/cancellation charge of 100% of the per physical contracted amount if a participant makes an appointment but fails to keep his/her scheduled appointment or cancels with less than 72 hour notice for anything but a work-related issue.

If a participant cancels with a minimum of 72 hours of notice and reschedules, there will be a re-processing charge of \$50. Contracting Agency will work with Service Provider to fill the vacated appointment as soon as possible. If lab tests and the initial online data collection were done more than 90 days before the new appointment, those tests may have to be re-run at the discretion of the Service Provider and at additional cost.

#### **Partially Completed Evaluations**

In the event a Participant of Contracting Agency withdraws and does not complete the entire medical evaluation process conducted by Service Provider, cancellation charges will be billed to Contracting Agency, based on how many of the steps have been completed by the participant. The charges will be based on the following:

1. If a Participant (Incumbent or Candidate) has a scheduled appointment but leaves the Contracting Agency before any specimens are collected or lab tests have taken place, a charge of 50% of the cost for an annual or candidate physical will be assessed to compensate Service Provider for initial electronic processing.
2. If a Participant withdraws after the specimen collection and lab tests, the charge will be 100% of the cost for an annual or candidate physical.

In the event a participant withdraws from the process due to injury, FLMA, deployment or other extenuating circumstances, Service Provider and Contracting Agency agree to negotiate an appropriate cancellation charge, depending on if/when the participant is scheduled to resume duties.

#### **Make-up Policy**

While the Contractor has staff available at the Contracting Agency's location or at another Fire Department in the area for the physicals scheduled, the Contractor will coordinate and reschedule for 30 days after the close of the exams for Contracting Agency any portion of the medical evaluation directly with any member that was not available during the pre-determined event schedule. After 30 days the responsibility for scheduling the incomplete portion of the exam rests with the Contracting Agency. If the participant is not able to complete all steps of the evaluation while Contractor has staff available in the area, a determination will be made as to completing the remaining steps in one of Service Provider's clinics, using remote access or using other Telehealth capabilities.

## **Exhibit D**

### **Scope of Services and Fee Schedule for Psychological Suitability Evaluations**

The purpose of this optional psychological screening, conducted by the Front Line staff forensic psychologist, is two-fold. When evaluating potential Firefighters, the goal is to screen out or deselect candidates who do not meet minimum requirements and standards. When evaluating sworn officers considered for promotion or movement to positions of greater responsibility, the goal is to select- in or identify the best candidates from among those who have already been determined to meet minimum qualifications.

The psychological evaluation is conducted at the post-offer phase or during the promotion evaluation phase, although both include an assessment of normal-range personality traits and characteristics. The test scores are interpreted within the context of other information gathered from interviews, behavioral observations, reviews of psychological and other relevant medical records, as well as information provided by third parties (e.g., background investigators, health professionals). The integration of information from across a variety of sources serves to strengthen the confidence placed in the resulting inferences.

The cost per participant for Fire Suitability Evaluation for 2023-2024 fiscal period is \$475. Price is subject to change in subsequent years.



**Exhibit E**  
**Examinee**  
**Waiver**

**Scope of Service**  
**To be signed by each Participant examined**

By initialing and signing below, I acknowledge that I understand the scope of the medical services I receive today is solely to identify whether I am physically and mentally able to continue to perform my essential job duties without undue risk of harm to myself or others, in accordance with the standards established under the National Fire Protection Association 1582 (Standard on Comprehensive Occupational Medical Program for Fire Departments, 2022 Edition) or appropriate Law Enforcement Standards..

Initial \_\_\_\_\_

I acknowledge and understand that Front Line Mobile Health, PLLC, is not establishing a patient-provider relationship. This evaluation is performed pursuant to the Professional Services Agreement between Front Line Mobile Health, PLLC, and your department, and/or Texas Local Government Code, Chapter 143 (if applicable), and/or your department's labor/management agreement (if applicable) and it does not replace those evaluations or health care treatment plans recommended by my primary care physician/manager or other specialty provider. I will discuss any abnormal findings or results with my primary care physician/manager for a comprehensive diagnosis and treatment plan.

Initial \_\_\_\_\_

Please note that due to the sensitivity of the testing equipment and lab procedures used by Front Line Mobile Health, PLLC, abnormal results and findings, along with revaccination or intervention after certain exposures, may be detected that are of insignificant physiological importance concerning your ability to perform your duties. However, they may warrant a recommended referral to your primary care physician/manager. You are encouraged to discuss these abnormal results and findings with them. Please note that Front Line Mobile Health, PLLC, will not reimburse you or your department for the cost of any appointments, additional examinations, or testing you and your primary care physician choose to undertake.

Initial \_\_\_\_\_

This Annual Medical Evaluation consists of an examination of major body systems, the analysis of laboratory results, radiographic studies, online questionnaires, and various other diagnostic studies. All findings and results are strictly confidential and will be provided only to me, unless I provide a separate written consent for their release. However, I fully understand and acknowledge that the specific information, results, and findings from the medical examination, evaluation, laboratory results, and medical findings, will form the basis of the Medical Director's recommendation to the Fire or Police Department regarding my continued fitness for duty.

Initial \_\_\_\_\_

Non-identifiable aggregated medical and health information gathered from this and other co-workers' medical examinations will be used to monitor acute and long-term effects of the working

environment; detect patterns of disease in the workforce; provide quantifiable medical information on the entire workplace; to inform others in the workforce of the occupational hazards of your occupation; and for research studies that will be used to identify patterns, make correlations, and drive positive change in your chosen profession.

Initial \_\_\_\_\_

I acknowledge that the Fire Chief or Police Chief, his/her designee, or the Authority Having Jurisdiction makes the final determination on employment, work restrictions and adherence to medical recommendations. Front Line Mobile Health, PLLC, and its medical director have no authority or jurisdiction as it relates to my work status; they only make recommendations. If I wish to question or contest the results of this exam, I must do so using the rules and regulations adopted in the Professional Services Agreement between my organization and Front Line Mobile Health, PLLC.

Initial \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Examinee Signature

Date

Copy: Examinee  
Medical File

**City of Burleson**  
**Addendum to Vendor's Contract**  
**Additional Provisions**

Front Line Mobile Health, PLLC

6517 N. Lakewood Drive, Georgetown, TX 78633

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. Limitation of Vendor's Contract Form. 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. Applicable Law; Venue. 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. Tax Exempt Status. 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. Entire Agreement. 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. Savings Clause. 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. Conflicts Of Interest. 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. Anti-Boycotting Provisions. 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. Vendor Certification Regarding Business With Certain Countries And Organizations. 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. Relationship of the Parties. 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. Survival. 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. Conflict. 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. Counterparts; PDF Signatures. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any pdf-format or other electronic transmission of any signature of a signatory shall be deemed an original and shall bind such signatory.

IN WITNESS WHEREOF, the parties have caused this Addendum to be duly executed, intending thereby to be legally bound.

City of Burleson, Texas:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Front Line Mobile Health, PLLC  
By: Bruce VanderHaar

Name: Bruce VanderHaar

Title: Chief Marketing Officer

Date: 10-27-23



# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

## OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:  
2023-1090904

Date Filed:  
11/03/2023

Date Acknowledged:

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

Front Line Mobile Health, PLLC  
Georgetown, TX United States

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

City of Burleson, Texas

**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.**

Health and Wellness project  
Physical exams for City employees

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

**5 Check only if there is NO Interested Party.**



**6 UNSWORN DECLARATION**

My name is Bruce Vanderhaar, and my date of birth is 12-12-1947.

My address is 1139 Aviara Court Granbury TX 76048.  
(street) (city) (state) (zip code) (country)

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

Executed in Hood County, State of Texas, on the 3<sup>rd</sup> day of Nov, 20 23.  
(month) (year)

Bruce Vanderhaar

Signature of authorized agent of contracting business entity  
(Declarant)

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## City Council Regular Meeting

**DEPARTMENT:** Fire

**FROM:** K.T. Freeman, Fire Chief

**MEETING:** November 13, 2023

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**SUBJECT:**

Consider approval of an Interlocal Agreement for Fire Protection Service with Johnson County Emergency Service District No. 1 that will provide automatic/mutual aid services to the City of Burleson. (Staff Contact: K.T. Freeman, Fire Chief)

**SUMMARY:**

The purpose of this Interlocal Agreement for Fire Protection Service is to replace the existing agreement, which entailed an annual contract price of \$63,000.00 paid by the City of Burleson to Johnson County Emergency Services District No. 1. The annual contract price assisted Johnson County Emergency Services District No. 1 with supplemental staffing. Johnson County Emergency Services District No. 1 no longer necessitates payment, as professional crews now provide continuous coverage at the station in the automatic aid agreement area, 24 hours a day, 7 days a week. This agreement continues to foster a collaborative framework aimed at providing mutual support during situations and disasters that may strain the resources of a single agency or jurisdiction. The agreement creates a collaborative arrangement to assist one another during situations and disaster that at times overwhelm the resources of a single agency or jurisdiction.

Key components contained within the proposed agreement are automatic aid response and mutual aid response. Automatic Aid Response is for structure fires and is determined by a map attached to the agreement. All automatic aid responses will respond when requested to the defined district with one engine or quint staffed with a minimum of 3 firefighters on all reported structure fires, within a specified area. All such responses are subject to availability of personnel and equipment.

Mutual aid may include any area within the jurisdiction of the requesting department (e.g. city limits or district boundaries) and may include responding to fire, EMS, and other types of emergencies. Calls for assistance during "working" structure fires, EMS, vehicle accidents, and other types of incidents shall be given on an "as needed basis" and shall include one engine or quint staffed with a minimum of 3 firefighters. All such responses are subject to availability of personnel and equipment.

**OPTIONS:**

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

**RECOMMENDATION:**

Approve as presented

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

Previous interlocal agreement for fire protection services CSO #1193-11-2019

**FISCAL IMPACT:**

N/A

**STAFF CONTACT:**

K.T. Freeman  
Fire Chief  
ktfreeman@burlesontx.com  
817-426-9171



# Interlocal Agreement for Fire Protection Service with Johnson County Emergency Service District No. 1

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CITY COUNCIL PRESENTATION

NOVEMBER 13, 2023

# Updating the current Interlocal Agreement

The purpose of this Interlocal Agreement for Fire Protection Service is to replace the existing agreement, which entailed an annual contract price of \$63,000.00 paid by the City of Burleson to Johnson County Emergency Services District No. 1. The annual contract price assisted Johnson County Emergency Services District No. 1 with supplemental staffing. Johnson County Emergency Services District No. 1 no longer necessitates payment, as professional crews now provide continuous coverage at the station in the automatic aid agreement area, 24 hours a day, 7 days a week. This agreement continues to foster a collaborative framework aimed at providing mutual support during situations and disasters that may strain the resources of a single agency or jurisdiction. The agreement creates a collaborative arrangement to assist one another during situations and disaster that at times overwhelm the resources of a single agency or jurisdiction.

# Automatic/ Mutual Aid

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Automatic Aid Response is for structure fires and is determined by a map attached to the agreement. All automatic aid responses will respond when requested to the defined district with one engine or quint staffed with a minimum of 3 firefighters on all reported structure fires, within a specified area. All such responses are subject to availability of personnel and equipment.

Mutual aid may include any area within the jurisdiction of the requesting department (e.g. city limits or district boundaries) and may include responding to fire, EMS, and other types of emergencies. Calls for assistance during "working" structure fires, EMS, vehicle accidents, and other types of incidents shall be given on an "as needed basis" and shall include one engine or quint staffed with a minimum of 3 firefighters. All such responses are subject to availability of personnel and equipment.



# Benefits accomplished through proposed Agreement

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**Community Benefit:** The primary goal of the agreement is to create a collaborative arrangement to assist one another during situations and disaster that at times overwhelm the resources of a single agency or jurisdiction.

**Effective Emergency Response:** By combining resources and expertise, the agreement ensures a more efficient and effective emergency response to incidents and disasters.

**Overflow of Resources:** The purpose of the agreement is to address situations when one agency experiences a surge in calls or incidents that exceed their capacity, allowing the other agency to step in and provide support.

**Liability and Accountability:** Clear provisions are established to define the responsibilities, liability, and accountability of each agency when providing or receiving mutual aid.



# Council Action Requested

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## Approve

- Staff recommends approval of the Interlocal Agreement for Fire Protection Service effective December 1, 2023



Questions/ Comments?



## INTERLOCAL AGREEMENT FOR FIRE PROTECTION SERVICES

THE STATE OF TEXAS   §  
  §  
COUNTY OF JOHNSON   §

THIS Interlocal Agreement for Fire Protection Services ("Agreement") is entered into by and between the **CITY OF BURLESON**, a home rule municipality located in Tarrant County and Johnson County, Texas ("Burleson"), and the **JOHNSON COUNTY EMERGENCY SERVICES DISTRICT NO. 1**, an Emergency Services District and political subdivision of the State of Texas located in Johnson County, Texas ("JCESD NO. 1"), each one acting through its authorized representatives, each sometimes hereinafter referred to individually as the "Party" and collectively as the "Parties".

WHEREAS, Texas Health and Safety Code, Chapter 775, Section 775.031, Section 775.033, and other applicable law authorizes the District to contract with other entities, including other districts or municipalities, for reciprocal operation of services and facilities; and

WHEREAS, Texas Government Code, Chapter 791, Texas Interlocal Cooperation Act, Sections 791.003(3)(B), and 791.003(4)(A) allow local governments, including special districts, to contract with one another to perform governmental functions and services, including fire protection; and

WHEREAS, the Board of Emergency Services Commissioners of the District desires to contract with the Burleson to provide certain fire protection and emergency services to the residences and businesses located within boundaries of the Johnson County Emergency Services District No. 1; and

WHEREAS, the City Council of the City of Burleson desires to contract with JCESD NO. 1 to provide certain fire protection and emergency services to the residences and businesses located within the territorial limits of the city; and

WHEREAS, entry into this Agreement would be mutually beneficial and not detrimental to the City of Burleson; and

WHEREAS, entry into this Agreement would be mutually beneficial and not detrimental to the Johnson County Emergency Services District No. 1;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements included in this Agreement, the Parties agree as follows:

### **I. Services to be Performed.**

The services to be performed under this Agreement are as listed in Attachment "A", which is attached hereto and considered a part hereof for all purposes. The services performed shall be subject to the Operating Provisions in Attachment "B", which is attached hereto and considered a part hereof for all purposes.

## **II. Contract Price and Reimbursable Costs.**

A. Costs. The Parties agree to reimburse each other for actual costs other than ordinary operating costs incurred by each other in the performance of this Agreement. "Ordinary operating costs" shall mean those costs incurred in the scope of performing normal fire suppression duties, including but not limited to fuel, mechanical wear and tear, Personal Protective Equipment, Emergency Medical Supplies, and employee wages and benefits; provided, however, that special fire suppression methods are not an ordinary operating cost. Reimbursement shall be made on an incident-by-incident basis and shall be made subsequent to a submission of an invoice by the Party incurring costs to the other Party. Notwithstanding the above, each Party shall be responsible for all costs associated with its own equipment, including damage and breakage. As soon as possible after the situation is stabilized, all Responding Parties are to be released. AB automatic aid response hereunder is considered the first operational period of 12 hours ("First Operational Period"), and for each operational period after 12 hours ("Subsequent Operational Periods"), any response hereunder will be considered a mutual aid response and subject to reimbursement, as appropriate. Nothing in this Agreement shall preclude any party from seeking reimbursement of expenses from third parties, or appropriate entities, including, but not limited to, local, state, or federal government agencies, as appropriate. Nothing in this Agreement obligates a party responding to an emergency situation hereunder from remaining on scene for more than the first operational period.

B. *[This section intentionally left blank.]*

C. *[This section intentionally left blank.]*

D. *[This section intentionally left blank.]*

E. *[This section intentionally left blank.]*

## **III. Term of Agreement and Termination.**

The Initial Term of this Agreement shall be for twelve (12) months beginning at 12:00 AM on December 1, 2023 through November 30, 2024. This Agreement shall automatically renew after the Initial Term for successive one (1) year terms, unless terminated by either Party by giving written notice of such termination to the other Party at least sixty (60) days prior to the end of the term.

## **IV. Liability.**

Each Party to this Agreement shall at all times be and remain legally responsible for the conduct of their respective fire department employees regardless of whether such employees were performing duties under this Agreement at the request of the requesting Party and regardless of whether such employees were acting under the authority, direction, suggestion or orders of an officer of the requesting Party. This assignment of civil liability is specifically permitted by Section 791.006(a-1) of the Texas Government Code ("Code") and is intended to be different than the

liability otherwise assigned under section 791.006(a) of the Code. Each Party hereby waives all claims against the other Party for compensation for any loss, damage, personal injury or death occurring as a consequence of the performance of this Agreement. Each Party hereby waives all claims against the other Party for compensation of any loss, damage, personal injury or death occurring as a consequence of the performance of this Agreement. Each party shall be responsible for injuries or death to its employees and volunteers while performing services under this Agreement. A party shall not be liable for benefits or any other compensation for injuries to or death of the other party's employees or volunteers while performing services under this Agreement. An employee or volunteer shall be deemed to be performing services when en route to, en route from, or at the scene of a call or emergency. Specifically citing Texas Government Code Section 791.006(a-1), the parties agree that, for purposes of determining civil liability for non-party claims, the act of any person or persons while fighting fires, providing rescue services, providing first response EMS services, traveling to or from any type of emergency call or emergency scene, or in any manner furnishing services in accordance with this Agreement, shall be the act of the party performing such act. The payment of any and all civil or other liability, including negligence, resulting from the furnishing of services under this Agreement is the responsibility of the individual party performing such acts. This shall specifically include, but not be limited to, the payment of court costs, expenses, and attorneys' fees resulting from any such claim or lawsuit. The parties agree that the assignment of liability described in this Section is intended to be different than liability otherwise assigned under Section 791.006(a) of the Texas Government Code. It is expressly understood and agreed that the entering into and execution of this Agreement does not waive, not shall be deemed to waive, any right, immunity, or defense that would otherwise be available to a party against third-party claims arising from activities performed under this Agreement. The parties agree to comply with all applicable state, local, and federal laws and regulations in providing services under this Agreement. The parties agree to cooperate in executing such further or subsidiary agreements as may be required.

Neither Party shall be reimbursed by the other Party for costs incurred pursuant to this Agreement, except as set forth in Section II of this Agreement. Personnel who are assigned, designated, or ordered by their governing body to perform duties pursuant to this Agreement shall receive the same wage, salary, pension, and all other compensation, benefits and rights for the performance of such duties, including injury or death benefits and Worker's Compensation benefits, as though the service had been rendered within the territorial limits of the Party where he or she is regularly employed.

All wage and disability payments, pension payments, damage to equipment and clothing, medical expenses, and expenses of travel, food, and lodging or any benefits or payments to which an individual is entitled shall be paid by the Party in which the employee in question is regularly employed.

All equipment used by the responding Party in carrying out this Agreement will, during the time response services are being performed, be owned, leased, or rented by such responding Party. All employees acting on behalf of a responding Party at the request of a requesting Party will, during the time response services are being performed, be employees members of the responding Party for all purposes, including any claims for Worker's Compensation that may arise during the time such services are being rendered.



At all times while equipment and personnel of the responding Party are traveling to, from, or within the geographical limits of the normal response area of the requesting Party in accordance with the terms of this Agreement, such personnel and equipment shall be deemed to be employed or used, as the case may be, in the full line and cause of duty of the responding Party. Further, such personnel shall be deemed to be engaged in a governmental function of their Party.

Nothing herein shall be construed to be a waiver of immunity under the Texas Tort Claims Act by either Party.

**V. Independent Contractor.**

Each Party shall operate under this Agreement as an independent contractor, and not as an agent, representative, servant or employee of the other. Subject to the terms of this Agreement, each Party shall have the right to control the details of its performance hereunder.

**VI. Notice.**

Unless otherwise provided, all notices required or permitted by this Agreement shall be made to the following addresses:

City of Burleson  
Attn: City Manager  
141 West Renfro  
Burleson, Texas 76028-4261

With a copy to:  
E. Allen Taylor, Jr.  
Attorney for the City of Burleson  
6000 Western Place, Suite 200  
Fort Worth, Texas 76107

Johnson County ESD#1  
Attn: President  
2451 Service Drive  
Cleburne, Texas 76033

With a copy to:  
Ken Cambell  
Attorney for Johnson County ESD#1  
P.O. Box 26300  
Austin, Texas 78755

**VII. Payments.**

Any and all payments arising under this Agreement for the performance of governmental functions or services must be made from current revenues available to the paying Party.

**VIII. Compliance.**

Both Parties shall comply with all Federal, State and City statutes, ordinances and regulations applicable to the performance of the services under this Agreement.

**IX. Entire Agreement.**

This writing embodies the entire agreement and understanding between the Parties hereto, and there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby.

**X. Amendments.**

No alteration, change, modification or amendment of the terms of this Agreement shall be valid or effective unless made in writing and signed by both Parties hereto and approved by appropriate action of the governing body of each Party.

**XI. Waiver.**

No waiver of performance by either Party shall be construed as or operate as a waiver of any subsequent default of any terms, covenants, and conditions of this Agreement. The payment or acceptance of fees for any period after a default shall not be deemed a waiver of any right or acceptance of defective performance.

**XII. Governing Law and Venue.**

If any action, whether real or asserted, at law or in equity, arises on the basis of any provision 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 — Fort Worth Division. This Agreement shall be construed in accordance with the laws of the State of Texas.

**XIII. Successors and Assigns.**

Neither Party hereto shall assign, sublet or transfer its interest herein without prior written consent of the other Party, and any attempted assignment, sublease or transfer of all or any part hereof without such prior written consent shall be void. This Agreement shall be binding upon and shall inure to the benefit of Burleson and JCESD NO. 1 and their respective successors and permitted assigns.

**XIV. No Third-Party Beneficiaries.**

The provisions and conditions of this Agreement are solely for the benefit of Burleson and JCESD NO. 1, and any lawful successor or assign, and are not intended to create any rights, contractual or otherwise, to any other person or entity.

**XV. Severability.**

If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.

**XVI. Force Majeure.**

It is expressly understood and agreed by the Parties to this Agreement that if the performance of any obligations hereunder is delayed by reason of war; civil commotion; acts of God; inclement weather; governmental restrictions, regulations, or interferences; fires; strikes; lockouts, national disasters; riots; material or labor restrictions; transportation problems; or any other circumstances which are reasonably beyond the control of the Party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated or not, the Party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such requirement shall be extended for a period of time equal to the period such Party was delayed.

**XVII. Contract Construction.**

The Parties acknowledge that each Party and, if it so chooses, its counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party must not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

**XVIII. Captions.**

Captions and headings used in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement.

**XIX. Right to Audit.**

Burleson agrees that JCESD NO. 1 will have the right to audit the financial and business records of Burleson that relate to the services provided (collectively "Records") at any time during the Term of this Agreement and for three (3) years thereafter in order to determine compliance with this Agreement. Throughout the Term of this Agreement and for three (3) years thereafter, Burleson shall make all Records available to JCESD NO. 1 at 141 W. Renfro, Burleson, Texas following reasonable advance notice by JCESD NO. 1 and shall otherwise cooperate fully with JCESD NO. 1 during any audit.

JCESD NO. 1 agrees that Burleson will have the right to audit the financial and business records of JCESD NO. 1 that relate to the services provided (collectively "Records") at any time during

the Term of this Agreement and for three (3) years thereafter in order to determine compliance with this Agreement. Throughout the Term of this Agreement and for three (3) years thereafter, JCESD NO. 1 shall make all Records available to Burleson at 2451 Service Drive, Cleburne, Texas following reasonable advance notice by Burleson and shall otherwise cooperate fully with Burleson during any audit.

Notwithstanding anything to the contrary herein, this Section XIX shall survive expiration or earlier termination of this Agreement.

*[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]*

Executed this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_\_.

**CITY OF BURLESON, TEXAS**

**JOHNSON COUNTY ESD #1**

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
President

ATTEST:

ATTEST:

\_\_\_\_\_  
City Secretary, City of Burleson

\_\_\_\_\_  
Secretary, Johnson County ESD #1

APPROVED AS TO FORM & LEGALITY:

APPROVED AS TO FORM & LEGALITY:

\_\_\_\_\_  
City Attorney, City of Burleson

\_\_\_\_\_  
Attorney for Johnson County ESD #1

## ATTACHMENT "A"

### I. AUTOMATIC AID RESPONSE

**Explanatory note:** Upon receipt of the report of an incident requiring response in their own respective cities, the Burleson and JCESD NO. 1 fire departments may normally dispatch the level of resources described in Section I.A below to the reported locations. For the purposes of this agreement, automatic aid in the amount of resources described will be dispatched by one party into the other party's jurisdiction limits outlined below, if the incident is reported in any of the geographical areas listed below. Also for purposes of this agreement, "reported" will be defined to mean any telephone calls into the 911 system, direct telephone calls to the fire department or radio transmissions to the fire and/or police dispatch centers. Excluded are automatic alarms, unless followed up by one of the above.

#### A. Burleson:

The Burleson Fire Department will respond into JCESD NO. 1 district with one engine or quint staffed with a minimum of 3 firefighters on all reported structure fires, within a specified area of JCESD NO. 1. All such responses are subject to availability of personnel and equipment.

The specified area shall be the area outlined in red in the map attached hereto as Exhibit "A Map", attached hereto and incorporated herein by reference for all purposes.

#### B. JCESD NO. 1:

The JCESD NO. 1 will respond into Burleson Fire Department district with one engine or quint staffed with a minimum of 3 firefighters on all reported structure fires, within a specified area of JCESD NO. 1. All such responses are subject to availability of personnel and equipment.

The specified area shall be the area outlined in orange in the map attached hereto as Exhibit "A Map", attached hereto and incorporated herein by reference for all purposes.

### II. MUTUAL AID RESPONSE

"Mutual aid" may include any area within the jurisdiction of the requesting department (e.g. city limits or district boundaries) and may include responding to fire, EMS, and other types of emergencies.

#### A. Burleson:

Calls for assistance during "working" structure fires, EMS, vehicle accidents, and other types of incidents shall be given on an "as needed basis" by Burleson and shall include one engine or quint staffed with a minimum of 3 firefighters. All such responses are subject to availability of personnel and equipment.



B. **JCESD NO. 1:**

Calls for assistance during "working" structure fires, EMS, vehicle accidents, and other types of incidents shall be given on an "as needed basis" by JCESD NO. 1 and shall include one engine or quint staffed with a minimum of 3 firefighters. All such responses are subject to availability of personnel and equipment.

## Page 11 of 12



## **ATTACHMENT "B"**

### **Operating Provisions**

- I. Any dispatch of equipment and personnel pursuant to this Agreement is subject to the following conditions:
  - A. Any request for aid hereunder shall include a statement of the amount and type of equipment and number of personnel that are needed, but the amount and type of equipment and number of personnel to be furnished shall be determined by a representative of the responding Party. The Parties would provide a fire company staffed by certified firefighters as certified by the Texas Commission on Fire Protection.
  - B. In areas where common jurisdictional boundaries exist, it is conceivable that accurate determination of jurisdiction may not be possible upon receipt of an alarm. In such cases, it is deemed appropriate and in the best interest of the public for the entity receiving the alarm to dispatch its forces and to notify the other affected entities of the alarm. The requested entity will respond, if able to, as conditioned by this Agreement.
  - C. In the event that the responding Party is unable to respond to the request for assistance, the fire chief or designee of the responding Party shall immediately notify the fire department of the requesting Party that no response can be made.
  - D. Personnel from the Fire Department of the responding Party shall report to the officer in charge of the requesting Party at the location to which the equipment are dispatched and shall be subject to the orders of that official. At all times the ultimate control and responsibility of the personnel from the responding Party shall remain with the highest ranking fire officer from the responding Party at the scene. The Command Post will be staffed by representatives from both Burleson and JCESD NO. 1 so that a "Unified Command" is established.
  - E. Personnel from the Fire Department of the responding Party shall be released by the officer in charge from the requesting Party when the services of the responding Party are needed within the area for which it normally provides fire protection.
  - F. A working accountability system in accordance with NFPA guidelines shall be established at every incident.

All equipment used by the responding Fire Department in carrying out this Agreement will, at the time of action hereunder, be owned, leased or rented by it.

# INTERLOCAL AGREEMENT FOR FIRE PROTECTION SERVICES

THE STATE OF TEXAS   §  
                                      §  
 COUNTY OF JOHNSON   §

THIS Interlocal Agreement for Fire Protection Services ("Agreement") is entered into by and between the **CITY OF BURLESON**, a home rule municipality located in Tarrant County and Johnson County, Texas ("Burleson"), and the **JOHNSON COUNTY EMERGENCY SERVICES DISTRICT NO. 1**, an Emergency Services District and political subdivision of the State of Texas located in Johnson County, Texas ("JCESD #1"), each one acting through its authorized representatives, each sometimes hereinafter referred to individually as the "Party" and collectively as the "Parties".

WHEREAS, Texas Health and Safety Code, Chapter 775, Section 775.031, Section 775.033, and other applicable law authorizes the District to contract with other entities, including other districts or municipalities, for reciprocal operation of services and facilities; and

WHEREAS, Texas Government Code, Chapter 791, Texas Interlocal Cooperation Act, Sections 791.003(3)(B), and 791.003(4)(A) allow local governments, including special districts, to contract with one another to perform governmental functions and services, including fire protection; and

WHEREAS, the Board of Emergency Services Commissioners of the District desires to contract with Burleson to provide certain fire protection and emergency services to the residences and businesses located within boundaries of the Johnson County Emergency Services District No. 1; and

WHEREAS, the City Council of the City of Burleson desires to contract with JCESD #1 to provide certain fire protection and emergency services to the residences and businesses located within the territorial limits of the city; and

WHEREAS, entry into this Agreement would be mutually beneficial and not detrimental to the City of Burleson; and

WHEREAS, entry into this Agreement would be mutually beneficial and not detrimental to the Johnson County Emergency Services District No. 1;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements included in this Agreement, the Parties agree as follows:

## **I. Services to be Performed.**

The services to be performed under this Agreement are as listed in Attachment "A", which is attached hereto and considered a part hereof for all purposes. The services performed shall be subject to the Operating Provisions in Attachment "B", which is attached hereto and considered a part hereof for all purposes.

## **II. Contract Price and Reimbursable Costs.**

- A. Costs. The Parties agree to reimburse each other for actual costs other than ordinary operating costs incurred by each other in the performance of this Agreement. "Ordinary operating costs" shall mean those costs incurred in the scope of performing normal fire suppression duties, including but not limited to fuel, mechanical wear and tear, Personal Protective Equipment, Emergency Medical Supplies, and employee wages and benefits; provided, however, that special fire suppression methods are not an ordinary operating cost. Reimbursement shall be made on an incident-by-incident basis and shall be made subsequent to a submission of an invoice by the Party incurring costs to the other Party. Notwithstanding the above, each Party shall be responsible for all costs associated with its own equipment, including damage and breakage. As soon as possible after the situation is stabilized, all Responding Parties are to be released. AB automatic aid response hereunder is considered the first operational period of 12 hours ("First Operational Period"), and for each operational period after 12 hours ("Subsequent Operational Periods"), any response hereunder will be considered a mutual aid response and subject to reimbursement, as appropriate. Nothing in this Agreement shall preclude any party from seeking reimbursement of expenses from third parties, or other appropriate entities, including, but not limited to, local, state, or federal government agencies, as appropriate. Nothing in this Agreement obligates a party responding to an emergency situation hereunder from remaining on scene for more than the first operational period.
- B. Contract Price. Burleson shall pay the JCESD #1 SIXTY THREE THOUSAND DOLLARS (\$63,000.00) to aid the JCESD #1's staffing associated with providing the level of fire and emergency services to Burleson under the terms of this Agreement ("Contract Price"). The Contract Price shall be adjusted annually as necessary and upon the mutual written consent of the Burleson and the JCESD #1, and any adjustment to the Contract Price shall be set forth in a written amendment to this Agreement.
- C. Payment of Contract Price. The Burleson shall pay the Contract Price to the JCESD #1 in quarterly payments on January 30, April 30, July 30, and October 30. Payments shall be remitted to: JCESD #1, Attn. Executive Director, 2451 Service Drive, Cleburne, Texas 76033.
- D. Accounting. JCESD #1 shall provide an accounting of costs for each year after final audited financial statements for that year are completed. The JCESD #1 shall credit Burleson, on a pro rata basis, for any unspent funds remaining in the adopted JCESD #1 budget applicable to this Agreement at the conclusion of each closed fiscal year. A credit due from the closed fiscal year shall be applied as an adjustment to the Contract Price for the next year after the closed fiscal year audit, or refunded to Burleson after termination or expiration of this Agreement.
- E. JCESD #1 Equipment and Personnel. JCESD #1 agrees to provide the personnel necessary to accomplish the fire and emergency services under this Agreement. The JCESD #1 shall remain responsible for the payment of all salaries, benefits, insurance or other funds necessary for the personnel who provide fire and emergency services under this

Agreement, as well as the certification, licensing, or other actions required by any governmental or regulatory authority, specifically including but not limited to the Texas Commission on Fire Protection and/or the Texas Department of State Health Services, for the Fire and Emergency services provided under this Agreement.

### **III. Term of Agreement and Termination.**

The Initial Term of this Agreement shall be for twelve (12) months beginning at 12:00 AM on December 1, 2019 through November 30, 2020. This Agreement shall automatically renew after the Initial Term for successive one (1) year terms, unless terminated by either Party by giving written notice of such termination to the other Party at least sixty (60) days prior to the end of the term.

### **IV. Liability.**

Each Party to this Agreement shall at all times be and remain legally responsible for the conduct of their respective fire department employees regardless of whether such employees were performing duties under this Agreement at the request of the requesting Party and regardless of whether such employees were acting under the authority, direction, suggestion or orders of an officer of the requesting Party. This assignment of civil liability is specifically permitted by Section 791.006(a-1) of the Texas Government Code ("Code") and is intended to be different than the liability otherwise assigned under section 791.006(a) of the Code. Each Party hereby waives all claims against the other Party for compensation for any loss, damage, personal injury or death occurring as a consequence of the performance of this Agreement. Each party shall be responsible for injuries or death to its employees and volunteers while performing services under this Agreement. A party shall not be liable for benefits or any other compensation for injuries to or death of the other party's employees or volunteers while performing services under this Agreement. An employee or volunteer shall be deemed to be performing services when en route to, en route from, or at the scene of a call or emergency. Specifically citing Texas Government Code Section 791.006(a-1), the parties agree that, for purposes of determining civil liability for non-party claims, the act of any person or persons while fighting fires, providing rescue services, providing first response EMS services, traveling to or from any type of emergency call or emergency scene, or in any manner furnishing services in accordance with this Agreement, shall be the act of the party performing such act. The payment of any and all civil or other liability, including negligence, resulting from the furnishing of services under this Agreement is the responsibility of the individual party performing such acts. This shall specifically include, but not be limited to, the payment of court costs, expenses, and attorneys' fees resulting from any such claim or lawsuit. The parties agree that the assignment of liability described this Section is intended to be different than liability otherwise assigned under Section 791.006(a) of the Texas Government Code. It is expressly understood and agreed that the entering into and execution of this Agreement does not waive, nor shall be deemed to waive, any right, immunity, or defense that would otherwise be available to a party against third-party claims arising from activities performed under this Agreement. The parties agree to comply with all applicable state, local and federal laws and regulations in providing services under this Agreement. The parties agree to cooperate in executing such further or subsidiary agreements as may be required.



Neither Party shall be reimbursed by the other Party for costs incurred pursuant to this Agreement, except as set forth in Section II of this Agreement. Personnel who are assigned, designated, or ordered by their governing body to perform duties pursuant to this Agreement shall receive the same wage, salary, pension, and all other compensation, benefits and rights for the performance of such duties, including injury or death benefits and Worker's Compensation benefits, as though the service had been rendered within the territorial limits of the Party where he or she is regularly employed.

All wage and disability payments, pension payments, damage to equipment and clothing, medical expenses, and expenses of travel, food, and lodging or any benefits or payments to which an individual is entitled shall be paid by the Party in which the employee in question is regularly employed.

All equipment used by the responding Party in carrying out this Agreement will, during the time response services are being performed, be owned, leased, or rented by such responding Party. All employees acting on behalf of a responding Party at the request of a requesting Party will, during the time response services are being performed, be employee's members of the responding Party for all purposes, including any claims for Worker's Compensation that may arise during the time such services are being rendered.

At all times while equipment and personnel of the responding Party are traveling to, from, or within the geographical limits of the normal response area of the requesting Party in accordance with the terms of this Agreement, such personnel and equipment shall be deemed to be employed or used, as the case may be, in the full line and cause of duty of the responding Party. Further, such personnel shall be deemed to be engaged in a governmental function of their Party.

Nothing herein shall be construed to be a waiver of immunity under the Texas Tort Claims Act by either Party.

**V. Independent Contractor.**

Each Party shall operate under this Agreement as an independent contractor, and not as an agent, representative, servant or employee of the other. Subject to the terms of this Agreement, each Party shall have the right to control the details of its performance hereunder.

**VI. Notice.**

Unless otherwise provided, all notices required or permitted by this Agreement shall be made to the following addresses:

City of Burleson  
Attn: City Manager  
141 West Renfro  
Burleson, Texas 76028-4261

With a copy to:

E. Allen Taylor, Jr.  
Attorney for the City of Burleson  
6000 Western Place, Suite 200  
Fort Worth, Texas 76107

Johnson County Emergency Services District No. 1  
Attn: President  
2451 Service Drive  
Cleburne, Texas 76033

With a copy to:  
Ken Campbell  
Attorney for Johnson County ESD#1  
P.O. Box 26300  
Austin, Texas 78755

**VII. Payments.**

Any and all payments arising under this Agreement for the performance of governmental functions or services must be made from current revenues available to the paying Party.

**VIII. Compliance.**

Both Parties shall comply with all Federal, State and City statutes, ordinances and regulations applicable to the performance of the services under this Agreement.

**IX. Entire Agreement.**

This writing embodies the entire agreement and understanding between the Parties hereto, and there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby.

**X. Amendments.**

No alteration, change, modification or amendment of the terms of this Agreement shall be valid or effective unless made in writing and signed by both Parties hereto and approved by appropriate action of the governing body of each Party.

**XI. Waiver.**

No waiver of performance by either Party shall be construed as or operate as a waiver of any subsequent default of any terms, covenants, and conditions of this Agreement. The payment or acceptance of fees for any period after a default shall not be deemed a waiver of any right or acceptance of defective performance.

**XII. Governing Law and Venue.**

If any action, whether real or asserted, at law or in equity, arises on the basis of any provision 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 — Fort Worth Division. This Agreement shall be construed in accordance with the laws of the State of Texas.

**XIII. Successors and Assigns.**

Neither Party hereto shall assign, sublet or transfer its interest herein without prior written consent of the other Party, and any attempted assignment, sublease or transfer of all or any part hereof without such prior written consent shall be void. This Agreement shall be binding upon and shall inure to the benefit of Burleson and JCESD #1 and their respective successors and permitted assigns.

**XIV. No Third-Party Beneficiaries.**

The provisions and conditions of this Agreement are solely for the benefit of Burleson and JCESD #1, and any lawful successor or assign, and are not intended to create any rights, contractual or otherwise, to any other person or entity.

**XV. Severability.**

If any provision of this Agreement shall be held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

**XVI. Force Majeure.**

It is expressly understood and agreed by the Parties to this Agreement that if the performance of any obligations hereunder is delayed by reason of war; civil commotion; acts of God; inclement weather; governmental restrictions, regulations, or interferences; fires; strikes; lockouts, national disasters; riots; material or labor restrictions; transportation problems; or any other circumstances which are reasonably beyond the control of the Party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated or not, the Party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such requirement shall be extended for a period of time equal to the period such Party was delayed.

**XVII. Contract Construction.**

The Parties acknowledge that each Party and, if it so chooses, its counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party must not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

**XVIII. Captions.**

Captions and headings used in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement.

**XIX. Right to Audit.**

Burleson agrees that JCESD #1 will have the right to audit the financial and business records of Burleson that relate to the services provided (collectively "Records") at any time during the Term of this Agreement and for three (3) years thereafter in order to determine compliance with this Agreement. Throughout the Term of this Agreement and for three (3) years thereafter, Burleson shall make all Records available to JCESD #1 at 141 W. Renfro, Burleson, Texas following reasonable advance notice by JCESD #1 and shall otherwise cooperate fully with JCESD #1 during any audit.

JCESD #1 agrees that Burleson will have the right to audit the financial and business records of JCESD #1 that relate to the services provided (collectively "Records") at any time during the Term of this Agreement and for three (3) years thereafter in order to determine compliance with this Agreement. Throughout the Term of this Agreement and for three (3) years thereafter, JCESD #1 shall make all Records available to Burleson at 2451 Service Drive, Cleburne, Texas following reasonable advance notice by Burleson and shall otherwise cooperate fully with Burleson during any audit.

Notwithstanding anything to the contrary herein, this Section XIX shall survive expiration or earlier termination of this Agreement.

*[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]*

Executed this 11 day of November, A.D. 2019.

**CITY OF BURLESON, TEXAS**

**JOHNSON COUNTY EMERGENCY  
SERVICES DISTRICT NO. 1**

By: [Signature]  
Mayor

By: [Signature]  
President

ATTEST:

[Signature]  
City Secretary, City of Burleson

ATTEST:

[Signature]  
Secretary, Johnson County ESD #1

APPROVED AS TO FORM:

[Signature]  
City Attorney, City of Burleson

APPROVED AS TO FORM:

[Signature]  
Attorney for Johnson County ESD #1



## ATTACHMENT A

### I. AUTOMATIC AID RESPONSE

**Explanatory note:** Upon receipt of the report of an incident requiring response in their own respective cities, the Burleson and JCESD #1 fire departments may normally dispatch the level of resources described in Section I.A below to the reported locations. For the purposes of this agreement, automatic aid in the amount of resources described will be dispatched by one party into the other party's jurisdiction limits outlined below, if the incident is reported in any of the geographical areas listed below. Also for purposes of this agreement, "reported" will be defined to mean any telephone calls into the 911 system, direct telephone calls to the fire department or radio transmissions to the fire and/or police dispatch centers. Excluded are automatic alarms, unless followed up by one of the above.

#### A. Burleson:

The Burleson Fire Department will respond into JCESD #1 with one engine or quint staffed with a minimum of 3 firefighters on all reported structure fires, within a specified area of JCESD #1. All such responses are subject to availability of personnel and equipment.

The specified area shall be the area outlined in orange in the map attached hereto as Exhibit "A", attached hereto and incorporated herein by reference for all purposes.

#### B. JCESD #1:

JCESD #1 will respond in different ways depending on the time of day.

1. Calls Received between 7:00 am and 7:00 pm, Monday through Friday. The JCESD #1 Fire Department will respond into Burleson with an engine or quint company staffed with a minimum of 4 personnel, on all reported structure fires, within a specified area of the City of Burleson. All such responses are subject to availability of personnel and equipment.
2. Calls Received outside of 7:00 am and 7:00 pm, Monday through Friday. JCESD #1 shall not be required to automatically respond.

The specified area shall be the area outlined in orange in the map attached hereto as Exhibit "B", attached hereto and incorporated herein by reference for all purposes.

### II. MUTUAL AID RESPONSE

"Mutual aid" may include any area within the jurisdiction of the requesting department (e.g. city limits or district boundaries) and may include responding to fire, EMS, and other types of emergencies.

#### A. Burleson:



Calls for assistance during "working" structure fires, EMS, vehicle accidents, and other types of incidents shall be given on an "as needed basis" by Burleson and shall include one engine or quint staffed with a minimum of 3 firefighters. All such responses are subject to availability of personnel and equipment.

B. **JCESD #1:**

Calls for assistance during "working" structure fires, EMS, vehicle accidents, and other types of incidents shall be given on an "as needed basis" by JCESD #1 and shall include one engine or quint staffed with a minimum of 3 firefighters. All such responses are subject to availability of personnel and equipment.

## ATTACHMENT "B"

### Operating Provisions

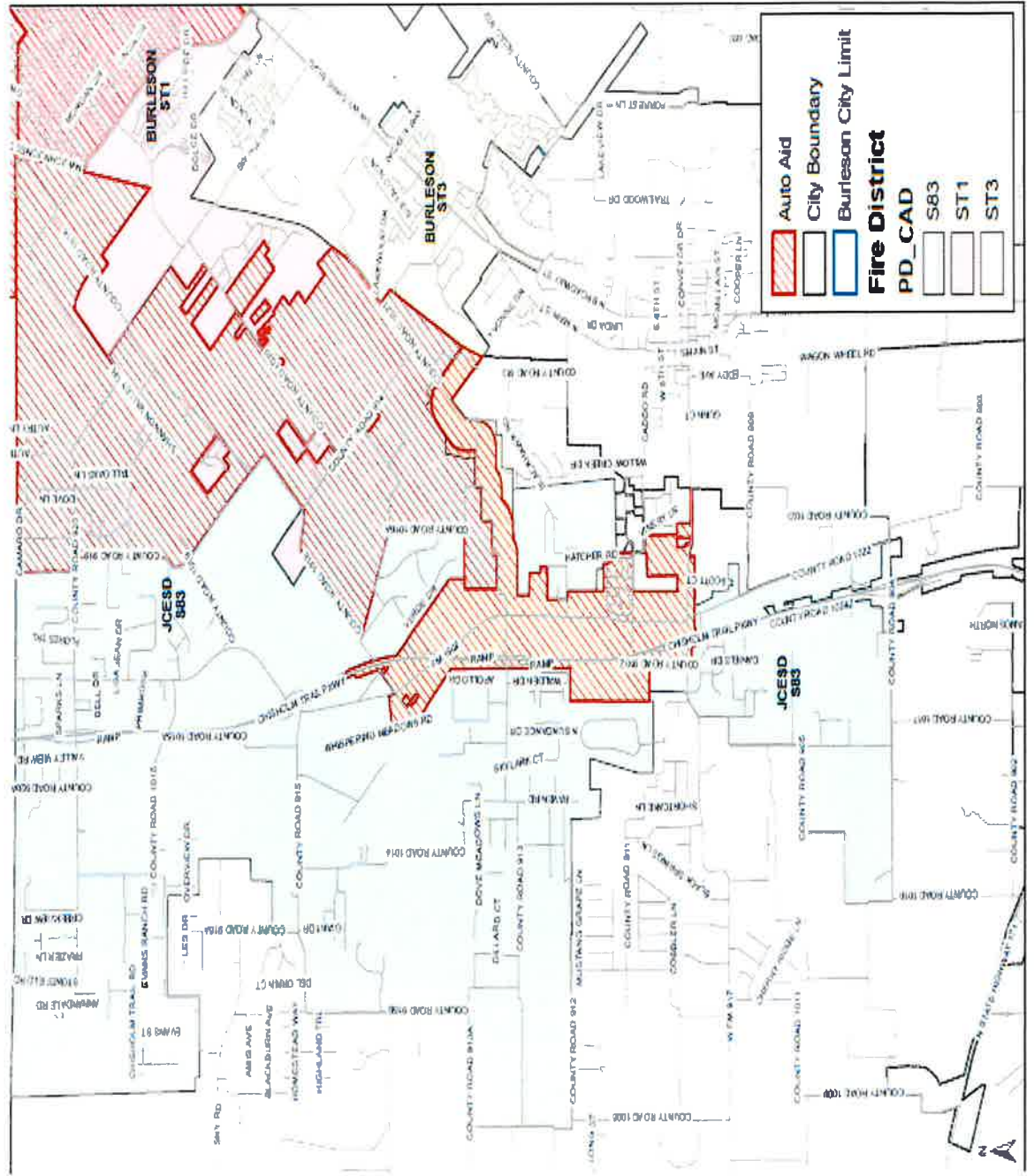
- I. Any dispatch of equipment and personnel pursuant to this Agreement is subject to the following conditions:
  - A. Any request for aid hereunder shall include a statement of the amount and type of equipment and number of personnel that are needed, but the amount and type of equipment and number of personnel to be furnished shall be determined by a representative of the responding Party. The Parties would provide a fire company staffed by certified firefighters as certified by the Texas Commission on Fire Protection.
  - B. In areas where common jurisdictional boundaries exist, it is conceivable that accurate determination of jurisdiction may not be possible upon receipt of an alarm. In such cases, it is deemed appropriate and in the best interest of the public for the entity receiving the alarm to dispatch its forces and to notify the other affected entities of the alarm. The requested entity will respond, if able to, as conditioned by this Agreement.
  - C. In the event that the responding Party is unable to respond to the request for assistance, the fire chief or designee of the responding Party shall immediately notify the fire department of the requesting Party that no response can be made.
  - D. Personnel from the Fire Department of the responding Party shall report to the officer in charge of the requesting Party at the location to which the equipment are dispatched and shall be subject to the orders of that official. At all times the ultimate control and responsibility of the personnel from the responding Party shall remain with the highest ranking fire officer from the responding Party at the scene. The Command Post will be staffed by representatives from both Burleson and JCESD #1 so that a "Unified Command" is established.
  - E. Personnel from the Fire Department of the responding Party shall be released by the officer in charge from the requesting Party when the services of the responding Party are needed within the area for which it normally provides fire protection.
  - F. A working accountability system in accordance with NFPA guidelines shall be established at every incident.
  - G. The departments shall conduct a minimum of one joint training session and/or exercise annually.

All equipment used by the responding Fire Department in carrying out this Agreement will, at the time of action hereunder, be owned, leased or rented by it.

# S83 Auto Aid Boundary

This map displays the S83 Auto Aid Boundary, which is a large, irregularly shaped area shaded with diagonal lines. The map includes various roads, including County Roads 903, 902, 901, 900, 899, 898, 897, 896, 895, 894, 893, 892, 891, 890, 889, 888, 887, 886, 885, 884, 883, 882, 881, 880, 879, 878, 877, 876, 875, 874, 873, 872, 871, 870, 869, 868, 867, 866, 865, 864, 863, 862, 861, 860, 859, 858, 857, 856, 855, 854, 853, 852, 851, 850, 849, 848, 847, 846, 845, 844, 843, 842, 841, 840, 839, 838, 837, 836, 835, 834, 833, 832, 831, 830, 829, 828, 827, 826, 825, 824, 823, 822, 821, 820, 819, 818, 817, 816, 815, 814, 813, 812, 811, 810, 809, 808, 807, 806, 805, 804, 803, 802, 801, 800, 799, 798, 797, 796, 795, 794, 793, 792, 791, 790, 789, 788, 787, 786, 785, 784, 783, 782, 781, 780, 779, 778, 777, 776, 775, 774, 773, 772, 771, 770, 769, 768, 767, 766, 765, 764, 763, 762, 761, 760, 759, 758, 757, 756, 755, 754, 753, 752, 751, 750, 749, 748, 747, 746, 745, 744, 743, 742, 741, 740, 739, 738, 737, 736, 735, 734, 733, 732, 731, 730, 729, 728, 727, 726, 725, 724, 723, 722, 721, 720, 719, 718, 717, 716, 715, 714, 713, 712, 711, 710, 709, 708, 707, 706, 705, 704, 703, 702, 701, 700, 699, 698, 697, 696, 695, 694, 693, 692, 691, 690, 689, 688, 687, 686, 685, 684, 683, 682, 681, 680, 679, 678, 677, 676, 675, 674, 673, 672, 671, 670, 669, 668, 667, 666, 665, 664, 663, 662, 661, 660, 659, 658, 657, 656, 655, 654, 653, 652, 651, 650, 649, 648, 647, 646, 645, 644, 643, 642, 641, 640, 639, 638, 637, 636, 635, 634, 633, 632, 631, 630, 629, 628, 627, 626, 625, 624, 623, 622, 621, 620, 619, 618, 617, 616, 615, 614, 613, 612, 611, 610, 609, 608, 607, 606, 605, 604, 603, 602, 601, 600, 599, 598, 597, 596, 595, 594, 593, 592, 591, 590, 589, 588, 587, 586, 585, 584, 583, 582, 581, 580, 579, 578, 577, 576, 575, 574, 573, 572, 571, 570, 569, 568, 567, 566, 565, 564, 563, 562, 561, 560, 559, 558, 557, 556, 555, 554, 553, 552, 551, 550, 549, 548, 547, 546, 545, 544, 543, 542, 541, 540, 539, 538, 537, 536, 535, 534, 533, 532, 531, 530, 529, 528, 527, 526, 525, 524, 523, 522, 521, 520, 519, 518, 517, 516, 515, 514, 513, 512, 511, 510, 509, 508, 507, 506, 505, 504, 503, 502, 501, 500, 499, 498, 497, 496, 495, 494, 493, 492, 491, 490, 489, 488, 487, 486, 485, 484, 483, 482, 481, 480, 479, 478, 477, 476, 475, 474, 473, 472, 471, 470, 469, 468, 467, 466, 465, 464, 463, 462, 461, 460, 459, 458, 457, 456, 455, 454, 453, 452, 451, 450, 449, 448, 447, 446, 445, 444, 443, 442, 441, 440, 439, 438, 437, 436, 435, 434, 433, 432, 431, 430, 429, 428, 427, 426, 425, 424, 423, 422, 421, 420, 419, 418, 417, 416, 415, 414, 413, 412, 411, 410, 409, 408, 407, 406, 405, 404, 403, 402, 401, 400, 399, 398, 397, 396, 395, 394, 393, 392, 391, 390, 389, 388, 387, 386, 385, 384, 383, 382, 381, 380, 379, 378, 377, 376, 375, 374, 373, 372, 371, 370, 369, 368, 367, 366, 365, 364, 363, 362, 361, 360, 359, 358, 357, 356, 355, 354, 353, 352, 351, 350, 349, 348, 347, 346, 345, 344, 343, 342, 341, 340, 339, 338, 337, 336, 335, 334, 333, 332, 331, 330, 329, 328, 327, 326, 325, 324, 323, 322, 321, 320, 319, 318, 317, 316, 315, 314, 313, 312, 311, 310, 309, 308, 307, 306, 305, 304, 303, 302, 301, 300, 299, 298, 297, 296, 295, 294, 293, 292, 291, 290, 289, 288, 287, 286, 285, 284, 283, 282, 281, 280, 279, 278, 277, 276, 275, 274, 273, 272, 271, 270, 269, 268, 267, 266, 265, 264, 263, 262, 261, 260, 259, 258, 257, 256, 255, 254, 253, 252, 251, 250, 249, 248, 247, 246, 245, 244, 243, 242, 241, 240, 239, 238, 237, 236, 235, 234, 233, 232, 231, 230, 229, 228, 227, 226, 225, 224, 223, 222, 221, 220, 219, 218, 217, 216, 215, 214, 213, 212, 211, 210, 209, 208, 207, 206, 205, 204, 203, 202, 201, 200, 199, 198, 197, 196, 195, 194, 193, 192, 191, 190, 189, 188, 187, 186, 185, 184, 183, 182, 181, 180, 179, 178, 177, 176, 175, 174, 173, 172, 171, 170, 169, 168, 167, 166, 165, 164, 163, 162, 161, 160, 159, 158, 157, 156, 155, 154, 153, 152, 151, 150, 149, 148, 147, 146, 145, 144, 143, 142, 141, 140, 139, 138, 137, 136, 135, 134, 133, 132, 131, 130, 129, 128, 127, 126, 125, 124, 123, 122, 121, 120, 119, 118, 117, 116, 115, 114, 113, 112, 111, 110, 109, 108, 107, 106, 105, 104, 103, 102, 101,

# Exhibit A





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## City Council Regular Meeting

**DEPARTMENT:** Legal

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

**MEETING:** November 13, 2023

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**SUBJECT:**

Consider approval of a settlement agreement and mutual release with Paul Karmy, Darlene Karmy, and Christ Chapel Bible Church concerning the real property commonly known as 430 N Burleson Blvd and 220 Centre Drive in Burleson, Johnson County, Texas.

**SUMMARY:**

The item before the City Council is a settlement agreement and mutual release with Paul Karmy, Darlene Karmy, and Christ Chapel Bible Church concerning the real property commonly known as 430 N Burleson Blvd and 220 Centre Drive in Burleson, Johnson County, Texas.

**OPTIONS:**

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

**RECOMMENDATION:**

n/a

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

n/a

**FISCAL IMPACT:**

n/a

**STAFF CONTACT:**

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



[mrbitzki@burlesontx.com](mailto:mrbitzki@burlesontx.com)  
817-426-9664

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## City Council Regular Meeting

**DEPARTMENT:** Fire/EMS  
**FROM:** Casey Davis, Assistant Fire Chief  
**MEETING:** November 13, 2023

---

**SUBJECT:**

Consider approval of a minute order authorizing the purchase of EMS supplies pursuant to an existing Cooperative Purchasing Interlocal Agreement with the City Midlothian for EMS supplies from Bound Tree Medical, LLC in the amount not to exceed \$234,000 (Staff Contact: Casey Davis, Assistant Fire Chief)

**SUMMARY:**

Burleson Fire/EMS needs to procure all necessary consumable supplies and equipment for the operations of the ambulance service. It is crucial that these items are purchased, secured, and stocked on the ambulances to be ready for ongoing service and be in compliance with Department of State Health Services (DSHS), which is required to maintain the ambulance service license.

To proceed with the procurement of the required equipment, we will utilize the existing Cooperative Purchasing Interlocal Agreement with the City of Midlothian. This agreement allows us to procure EMS supplies from Bound Tree Medical, LLC, and we have determined that the total amount for the equipment purchase should not exceed \$234,000 for fiscal year 2024 and 2025.

**OPTIONS:**

- 1) Approve as presented
- 2) Deny

**RECOMMENDATION:**

Staff recommends approval

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

N/A

**FISCAL IMPACT:**

Budget Line Item 1052202 61030 Safety Supplies

**STAFF CONTACT:**

Casey Davis  
Assistant Fire Chief  
[cdavis@burlesontx.com](mailto:cdavis@burlesontx.com)  
817-426-9173



# Bound Tree Medical Supplies

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CITY COUNCIL PRESENTATION

NOVEMBER 13, 2023

## 2



# EMS Supplies needed & why?

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- Burleson Fire/EMS needs to procure all necessary consumable supplies & equipment for the ongoing operations of the ambulance service.
- Includes supplies such as medications, bandages, IV fluids, diagnostic equipment, and emergency airway tubes.
- All necessary items need to be purchased, secured, and stocked on the ambulances to remain in compliance with the Department of State Health Services (DSHS).



# Procurement – Interlocal Agreement

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- On June 5, 2023, Council approved an interlocal agreement with the City of Midlothian which authorized cooperative purchasing. This initial funding was allocated for stocking the ambulances in preparation for the go-live date of October 1st, 2023 in the amount of \$90,000.
- The agreement facilitates the use of an existing procurement arrangement between the City of Midlothian and Bound Tree Medical, LLC for the procurement of EMS supplies.
- The agreement allows Burleson Fire/EMS to procure EMS supplies directly from Bound Tree Medical, LLC.
- The current request before the Council is for the ongoing equipment purchase, amounting to approximately \$234,000 for fiscal years 2024 and 2025.



# Council Action Requested

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## Approve

- Staff recommends approval of the purchase of necessary Medical Supplies from Bound Tree Medical, LLC
- In an amount not to exceed \$234,000



# Questions Comments

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**PURCHASING AGREEMENT WITH  
THE CITY OF BURLESON, TEXAS**

**THIS AGREEMENT** is made and entered into by and between the **CITY OF BURLESON, TEXAS**, a Texas home-rule municipality (the "CITY") and **BOUND TREE MEDICAL, LLC**, (the "VENDOR").

**WHEREAS**, pursuant to Chapter 791 of the Texas Government Code, the CITY has the legal authority to utilize a contract procured by another governmental entity when seeking to utilize the same or similar services provided for in said contract in the interest of the public; and

**WHEREAS**, the CITY requires the services of a VENDOR that can provide manufacturing and delivery services for the purchase of various medical supplies to support the fire department in emergency calls, as more fully described in Exhibit "A," attached hereto and made a part herein by reference, (the "SERVICES"); and

**WHEREAS**, the CITY entered into an Interlocal Agreement with the **CITY OF MIDLOTHIAN TEXAS**, a home-rule municipality, under CSO#5118-06-2023 on June 13, 2023; and

**WHEREAS**, the VENDOR has previously entered into a Contract dated June 16, 2020, with the CITY OF MIDLOTHIAN, TEXAS in response to the CITY OF MIDLOTHIAN, TEXAS Invitation to Bid, Bid# 2020-28 EMS Fire Dept. Medical Supplies (the "CONTRACT"). A copy of the CONTRACT, Bid No. 2020-28 EMS Fire Dept. Medical Supplies, VENDOR'S Response, and amendments to the Contract are attached hereto as Exhibit "A"; and

**WHEREAS**, the CITY desires to utilize the above referenced CONTRACT between the VENDOR and THE CITY OF MIDLOTHIAN, TEXAS for SERVICES, and the VENDOR consents to the aforesaid utilization.

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, and for other valuable consideration received, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The above stated recitals are true and correct.
2. VENDOR affirms and ratifies the terms and conditions of the above referenced CONTRACT and agrees to perform the services set forth therein for the CITY in accordance with the terms of the CONTRACT.
3. The CITY agrees to utilize the SERVICES of the VENDOR in the manner and upon the terms and conditions as set forth in the CONTRACT.
4. This Agreement shall be effective on the date it is fully executed by the CITY and the VENDOR and shall terminate upon completion of the Services, unless sooner terminated as provided in the CONTRACT.

5. Except as otherwise stated herein, the terms and conditions of the CONTRACT shall form the basis of this Agreement with the CITY having the rights, duties and obligations of the CITY OF MIDLOTHIAN, TEXAS thereunder. The CONTRACT is hereby incorporated into this Agreement, and if any provision of this Agreement conflicts with any provision of the CONTRACT, then the terms, conditions and provisions of this Agreement shall control.
6. The terms and conditions of the CONTRACT are modified, amended or supplemented as follows:

- a. Section 11.4 entitled "Governing Law" shall be amended to read as follows:

"11.4 Governing Law. The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in Johnson County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said Court."

- b. Section 11.8 entitled "Notice" shall be amended to read as follows:

"11.8 Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail, overnight courier or by confirmed telefax or facsimile to the address specified below, or to such other party or address as either party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

**SUPPLIER:**

Bound Tree Medical, LLC  
Attn: President, Emergency Preparedness  
5000 Tuttle Crossing Blvd  
Dublin, OH 43016

**CITY:**

City Manager  
City of Burleson, Texas  
141 West Renfro  
Burleson, TX 76028

**With a copy to:**

Fire Chief  
City of Burleson, Texas  
828 SW Alsbury Blvd  
Burleson, TX 76028"

- c. Section 11.16 shall be added to read as follows:

"11.16 Not Exclusive. Agreement is non-exclusive and City may enter into a separate Agreement with any other person or entity to purchase the same or similar products and services as provided under this Agreement."

d. Section 11.17 shall be added to read as follows:

“11.17 Mandatory Statutory Provisions. Supplier acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate:

- (a) Pursuant to Section 2271.002 of the Texas Government Code, Supplier 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. Supplier acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
- (b) Pursuant to SB 13, 87th Texas Legislature, Supplier 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. Supplier acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
- (c) Pursuant to SB 19, 87th Texas Legislature, Supplier 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. Supplier acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
- (d) Pursuant to Subchapter F, Chapter 2252, Texas Government Code, Supplier 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.
- (e) By executing this Agreement, Supplier and each person signing on behalf of Supplier 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.”

7. This Agreement, with all exhibits, includes the entire agreement of the City and the Vendor and supersedes all prior and contemporaneous agreements between the parties, whether oral or written, relating to the subject of this agreement.



IN WITNESS WHEREOF, the Parties execute this Agreement.

**CITY OF BURLESON, TEXAS**

**BOUND TREE MEDICAL, LLC**

By: *Tommy Ludwig*

By: \_\_\_\_\_

Printed Name: Tommy Ludwig

Printed Name: \_\_\_\_\_

Title: City Manager

Title: \_\_\_\_\_

Date: 7/10/23

Date: \_\_\_\_\_

ATTEST:

*Maria Solko*  
City Secretary ~~Deputy~~



APPROVED AS TO FORM:

*C. Clark Taylor Jr.*  
City Attorney, Assistant City Attorney,  
or Deputy City Attorney

**PURCHASING AGREEMENT WITH  
THE CITY OF BURLESON, TEXAS**

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Attn: President, Emergency Preparedness  
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Dublin, OH 43016

**CITY:**

City Manager  
City of Burleson, Texas  
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Fire Chief  
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7. This Agreement, with all exhibits, includes the entire agreement of the City and the Vendor and supersedes all prior and contemporaneous agreements between the parties, whether oral or written, relating to the subject of this agreement.

IN WITNESS WHEREOF, the Parties execute this Agreement.

**CITY OF BURLESON, TEXAS**

**BOUND TREE MEDICAL, LLC**

By: \_\_\_\_\_

By: 

Printed Name: \_\_\_\_\_

Printed Name: Jon McGrew

Title: \_\_\_\_\_

Title: Associate VP, Pricing

Date: \_\_\_\_\_

Date: 07/05/23

ATTEST:

\_\_\_\_\_  
City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney, Assistant City Attorney,  
or Deputy City Attorney



# Bound Tree

**CITY OF MIDLOTHIAN**

**EMS MEDICAL SUPPLIES**

**BID NO. 2020-28**

**DUE - NOVEMBER 20, 2020 11:00AM**





# Bound Tree

Your Partner In EMS

5000 Tuttle Crossing Blvd.

Dublin, OH 43018

614.760.5000

[www.boundtree.com](http://www.boundtree.com)

November 18, 2020

City of Midlothian  
Purchasing Department  
104 West Ave. E  
Midlothian, TX, 76065

Dear Cheryl Allison,

Bound Tree Medical is pleased to offer the attached proposal for the City of Midlothian EMS Medical Supplies Bid. Please review the following proposal for Bound Tree's competitive bid pricing. We want to emphasize our continued commitment to you to provide the most complete offering of products and services.

The proposal includes the following:

- Proposal Information & Pricing
- BTM Item Numbers & Descriptions
- BTM Pharmaceutical Advantage/ VAWD Certification
- BTM Price Increase Policy
- Disaster Program Information
- BTM University
- References
- Customer Service
- Distribution Center Information
- Return Policy
- Warranty Information
- Online Ordering Capabilities
- Sample COI
- W-9

We thank you again for the opportunity to provide all your EMS equipment and information needs. If you require additional information, our contact information is below.

**Greg Wolf, LP**  
Account Manager  
817.658.4168  
[Greg.Wolf@boundtree.com](mailto:Greg.Wolf@boundtree.com)

**Addie Shough**  
Pricing Analyst, Bids & Contracts  
800.533.0523 x 5352  
[Addie.Shough@boundtree.com](mailto:Addie.Shough@boundtree.com)



**Purchasing Division**

*Cheryl Allison  
Purchasing Agent*

**ADDENDUM #2, November 13, 2020  
BID NO. 2020-28**

**EMS FIRE DEPT. MEDICAL SUPPLIES**

**1. ANNOUNCEMENT OF CHANGE TO BID OPENING DATE**

- A. The bid opening has been extended to Friday, November 20, 2020 at 11:00 AM. No other exceptions to the bid opening have been made.

**2. REMINDER AS STATED IN RFP**

- A. All sealed bids shall be submitted including one marked original, one (1) duplicate on the original forms and one (1) electronic copy clearly marked with bid number and description. Bids sent via courier must be sealed in a separate envelope inside of the mailer. Bids cannot be received by email at this time.
- B. All inquiries about this bid or specifications must be made to Cheryl Allison, Purchasing Agent at [cheryl.allison@midlothian.tx.us](mailto:cheryl.allison@midlothian.tx.us) prior to Monday, November 16, 2020 at 11:00 AM.

**ACKNOWLEDGING RECEIPT OF THIS ADDENDUM SHOULD BE SIGNED AND  
RETURNED WITH YOUR BID**

**NAME AND ADDRESS OF COMPANY:    AUTHORIZED REPRESENTATIVE**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature   
Name Brian LaDuke  
Title President, Emergency Preparedness  
Tel. No. 800.533.0523



Purchasing Division

*Cheryl Allison  
Purchasing Agent*

**ADDENDUM #1, November 13, 2020  
BID NO. 2020-28**

<b>EMS FIRE DEPT. MEDICAL SUPPLIES</b>
--

**1. ATTACHMENT**

- A. Usage Spreadsheet
- B. Revised List of Items for RFP Spreadsheet

**2. CLARIFICATION**

- A. Will you consider price adjustments after the 1st 12 months with documentation, during this time many of the manufacturers we are working with will not guarantee two-year pricing, and in fact are now changing pricing within less than a year. It has just become almost impossible to predict, so checking if this could be a consideration during these uncertain times. These terms should be outlined on page 2 item #19 of the bid.
- B. Also, during this time everyone is working remotely. Your bid requires signatures of our VP, will you allow an electronic signature? Yes
- C. Do you anticipate extending the bid due date? Not at this time.
- D. Was this bid posted to the nationwide free bid notification website at [www.mygovwatch.com/free](http://www.mygovwatch.com/free)? No
- E. Other than your own website, where was this bid posted? The Midlothian News Mirror
- F. Could the City provide estimated annual usage/quantities for the items being requested in the bid? Attached is our usage report. This information is based on usage for Midlothian only and does not include usage by additional Cities which might utilize the cooperative agreement.
- G. If there are bid terms and conditions Vendor may not be able to agree to, will the City allow Vendor to include clarifications or exceptions as part of its bid submission? Clarifications and/or exceptions can be included as part of bid submission. The City will take these exceptions into consideration when determining the Best Value for the City.
- H. If there are insurance requirements that Vendor may not be able to agree to, will the City consider exceptions to insurance terms and conditions? Insurance exceptions can be included as part of bid submission. The City will take these exceptions into consideration when determining the Best Value for the City.
- I. Could you clarify the meaning of the last sentence in Section 7 on Page 8 (Conditions of Bidding, Escalation/De-Escalation)? "Any contract awarded with an escalation clause shall be subject to de-escalation in the event of cost reduction." Vendor requests for price adjustments

will be evaluated based on cost increases and cost reductions in supplies that the vendor may have experienced.


- J. Can the City please provide vendors with the most recent bid tabulation for awarded pricing and Unit of Measure for the items in the current bid? The City of Midlothian has utilized another City's contract in the past and does not have a bid tabulation to provide.
- K. Bidder MUST give full firm name and address. Person signing bid should show TITLE or AUTHORITY TO BIND HIS FIRM IN A CONTRACT. Authorized signature should appear on each page of the bid, in the space provided. I only find one place for signature on P2, and didn't find any other provided space for signatures. For this RFP, P2 is the only required signature page.
- L. Stated in RFP- "REQUIREMENTS: Any variance in any item(s) must be specified clearly under the Exceptions to Bidder's Proposal by Bidder in order to have a valid bid. Any exceptions taken may be just cause for disqualification. All unit pricing shall be specified on the attached pricing sheets. Bidder shall indicate Grand Total pricing on Invitation to Bid for attached line items, if applicable." Again, this talks about Exceptions to Bidder's Proposal which is not available. Also, I didn't find Total or Unit pricing column on the excel sheet. Where are we supposed to input pricing? The List of Items Spreadsheet has been amended and is attached. The only changes to the Spreadsheet where to include the word Price above the "Each", "per Box", & "per Case" columns to indicate where the pricing should be listed. There was a column included on this Spreadsheet for Vendors Comments to be utilized for exceptions. An additional area has been added to the bottom for Exceptions should it be necessary.
- M. Stated in RFP- "Signature: This bid must be signed by a company representative authorized to bind the offer contractually." Does it have to be signed in wet, or electronic/scanned signature also works? Electronic/Scanned Signature is fine.
- N. Need manufacturer item numbers for the items below marked as No Substitutions  
Nebulizer, AeroEclipse II BAN, W/O ELBOW, breath actuated, SM volume, w/mouthpiece, tubing  
Nebulizer, AeroEclipse II BAN, with ELBOW, breath actuated, SM volume, w/mouthpiece, tubing  
The only information we have been given is  
64594050 AeroEclipse Face Mask 58-65750 ea.
- O. Need to know if the Ohmeda and DISS fittings are male or female, manufacturer part#. Also, this item is repeated, line 69 and 423.  
Quick Connect Coupler, Oxygen, Ohmeda x DISS Hex Nut  
Quick Connect Coupler, Oxygen, Ohmeda x DISS Hex Nut  
This is male and not subject to a particular brand.
- P. Line number 122: Curaplex Stop the Bleed, Basic Kit Vacuum Sealed. This item is an exclusive item with no substitutions allowed. Please remove this item from the bid. An alternative can be presented, but the requested Stop the Bleed kit is what is currently used in the city. This would maintain conformity.
- Q. Line number 123: Curaplex TOCS: Tactical Occlusive Chest Seal, 6 in x 6 in; 2/PK This item is an exclusive item with no substitutions allowed. Please remove this item from the bid. No Substitutions was a typo. It says to the side or equivalent on the main line.
- R. Line number 141: Israeli Emergency Bandage, Green 8in. This item has been discontinued by the manufacturer and no substitutions allowed. Please remove this item from the bid. This can be substituted with the 6in.

- S. Line number 194: Personal Wipes, FireWipes, for Soot Removal, 8 in x 12 in Textured, Disposable 12/bx. Can you supply the manufacturer name and part number? No part number available: Contact # for Fire Wipes at: (844) 947-3483
- T. Line number 271: Multi-Function Defib Pads, Physio-Control Adult/Child or equivalent. Can you supply the manufacturer part number? It does not say it has to be physio-control brand pads 326 5000units. A different part number can be provided.
- U. Line number 272: Multi-Function Defib Pads, Physio-Control Pediatric/Infant or equivalent. Can you supply the manufacturer part number? It does not say it has to be physio-control brand pads 326 5000units. A different part number can be provided.
- V. Line number 326: Heparin pre-mixed 250 or 500cc bag. Need the strength (how many units of heparin)? 5000 units
- W. Line number 403: Certa Dose PALS Syringe Holder Kit 1/KT 4KT/BX. Can you supply the manufacturer part number?  
 For Certi-Dose line 403 see below.  
 Due to the nature of this product, orders must be made through:  
 Concordance Healthcare Solutions Purchasing  
[www.concordancehealthcare.com](http://www.concordancehealthcare.com)  
 Item: 278950  
 Call 800-473-2332 to set up an account if you are not a current Concordance customer.  
 Cardinal Health Purchasing  
[www.orderexpress.cardinalhealth.com](http://www.orderexpress.cardinalhealth.com)  
 Item: 5513643  
 Call 800-926-3161 to set up an account if you are not a current Cardinal customer.  
 Bound Tree Purchasing  
[www.boundtree.com](http://www.boundtree.com)  
 Item: 0001-05  
 Email [contactcustomerservice@boundtree.com](mailto:contactcustomerservice@boundtree.com) to set up an account if you are not a current Boundtree customer.  
 McKesson Pharmaceutical  
[www.connect.mckesson.com](http://www.connect.mckesson.com)  
 NDC # 71754-0001-05  
 Call 855-571-2100 to set up an account if you are not a current McKesson Pharmaceutical customer.
- X. Line number 432: Stop The Bleed Sticker Kit (10 Stickers/Kit). This item is an exclusive item. Please remove this item from the bid.  
 Will not remove from the bid. An alternative can be presented. The Stop the Bleed goes with our city kits.

**ACKNOWLEDGING RECEIPT OF THIS ADDENDUM SHOULD BE SIGNED AND RETURNED WITH YOUR BID**

**NAME AND ADDRESS OF COMPANY: AUTHORIZED REPRESENTATIVE**

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Signature   
 Name Brian LaDuke  
 Title President, Emergency Preparedness  
 Tel. No. 800.533.0523



**CITY OF MIDLOTHIAN  
INVITATION TO BID  
BID# 2020-28 EMS Fire Dept.  
Medical Supplies**

The City of Midlothian is now accepting sealed bids for Medical Supplies for the City of Midlothian Fire Department. Forms furnished by the City of Midlothian may be obtained without deposit by downloading from:

City of Midlothian Website at  
[www.midlothian.tx.us](http://www.midlothian.tx.us)  
Purchasing Department

All sealed bids shall be submitted including one marked original, one (1) duplicate on the original forms and one (1) electronic copy clearly marked with bid number and description. Bids sent via courier must be sealed in a separate envelope inside of the mailer. Bids cannot be received by email at this time.

Bids will be received at the City of Midlothian, Purchasing Office, 104 W Avenue E, Midlothian, TX 76065 until 11:00 a.m. Wednesday, November 18, 2020.

**No late bids will be considered.**

The bids will be publicly opened after the closing on the said date.

The City of Midlothian reserves the right to reject any and all proposals, to waive irregularities, and to accept the bid(s) deemed to provide the best value for the City. The City reserves the right to award the contract to a single contractor or to split the contract between contractors if it is deemed this will be the best value for the City.

All inquiries about this bid or specifications must be made to Cheryl Allison, Purchasing Agent at [cheryl.allison@midlothian.tx.us](mailto:cheryl.allison@midlothian.tx.us) prior to Thursday, November 12, 2020 at 11:00 AM.

PUBLISHED: 10-29-20  
11-05-20





**BID TITLE:** EMS FIRE DEPT. MEDICAL SUPPLIES  
**BID NUMBER:** 2020-28 **PRE-BID MEETING:** N/A  
**BID OPENING DATE:**

**Wednesday, November 18, 2020 @ 11:00 AM**  
**LATE BIDS WILL NOT BE CONSIDERED.**

BIDDER AGREES TO COMPLY WITH ALL CONDITIONS BELOW, ATTACHED SPECIFICATIONS, AND NOTES. BIDDER HAS READ AND AGREES TO COMPLY WITH ALL TERMS AND CONDITIONS OF INVITATION TO BID. PURCHASES MADE FOR CITY USE ARE EXEMPT FROM THE STATE SALES TAX AND FEDERAL EXCISE TAX. DO NOT INCLUDE TAXES IN YOUR BID. BIDDER GUARANTEES PRODUCT OFFERED SHALL MEET OR EXCEED MINIMUM SPECIFICATION IDENTIFIED IN THIS INVITATION TO BID.

**Bidder Must Fill In & Sign**  
**Name of Firm, Company**

Bound Tree Medical, LLC  
**Agent's Name**  
Brian LaDuke  
**Agent's Title**  
President, Emergency Preparedness  
**Mailing Address**  
5000 Tuttle Crossing Blvd  
**City** Dublin **State** Ohio **Zip** 43016  
**Telephone**  
800.533.0523  
**Fax No.**  
877.311.2437  
**Email address:**  
submitbids@boundtree.com

**AUTHORIZED SIGNATURE**

• All participating cities will provide a list of authorized persons and authorized delivery destinations.  
The City of Midlothian is desirous of the following. Please specify if your firm can provide the following.

	YES	NO
(1) Ability to order from a template over the internet?	<u>x</u>	<u>      </u>
(2) Secure on-line ordering?	<u>x</u>	<u>      </u>
(3) Vendors web site offers real-time indicators of product availability.	<u>x</u>	<u>      </u>
(4) Local sales representation within 100 miles?	<u>x</u>	<u>      </u>
(5) Sales representative has an EMS background, clinical experience, and familiarity with pre-hospital medicine?	<u>x</u>	<u>      </u>
(6) Sales representative is able to provide training for products offered?	<u>x</u>	<u>      </u>
(7) Sales representative must be available for routine visits?	<u>x</u>	<u>      </u>
(8) Ability to requisition to a central purchaser via internet?	<u>x</u>	<u>      </u>
(9) Ability to track product usage and cost for each requisitioning agency?	<u>x</u>	<u>      </u>
(10) Ability to ship to multiple delivery destinations?	<u>x</u>	<u>      </u>
(11) Ability to deliver within 48 hours with no additional charges?	<u>x</u>	<u>      </u>
(12) Ability to track up to 24 months of purchase history (monthly)?	<u>x</u>	<u>      </u>
(13) Can additional cities purchase "off" this contract?	<u>x</u>	<u>      </u>
(14) Ability to produce quarterly consumption reports?	<u>x</u>	<u>      </u>
(15) Local warehouse (within 50 miles of Midlothian)?	<u>x</u>	<u>      </u>
(16) Ability to pick up ordered supplies at a regional warehouse?	<u>x</u>	<u>      </u>
(17) Multiple distribution centers through the country?	<u>x</u>	<u>      </u>
(18) Please include your RUSH Order policy in your bid. <u>Included in response</u>		
(19) Escalation/De-Escalation price consideration would be requested on a <u>manufacturer</u> basis only.		

**Winning Vendor:** Must provide one (1) yearly product review meeting. Meeting location and date will be decided upon between the City of Midlothian and the winning vendor.

### BID SHEETS FOUND FOLLOWING SCOPE OF WORK

"By the signature hereon affixed, the bidder hereby certifies that neither the bidder nor the firm, corporation, partnership, or institution represented by the bidder, or anyone acting for such firm, corporation, or institution has violated the antitrust laws of the State, codified in Section 15.01, et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business."

## TERMS AND CONDITIONS

1. The City of Midlothian will accept **sealed bids** Monday through Friday, 8:00 a.m. – 5:00 p.m. Bids must be received before the specified hour and date of the opening. **Bids will be publicly opened and read aloud.**
2. All sealed bids should be submitted on the original forms provided with one (1) duplicate and one (1) electronic copy. No email copies will be accepted. Each bid must be sealed and should be placed in a properly identified envelope with bid number, time and date of bid opening.
3. Late bids will be UNOPENED. Late bids will not be considered under any circumstances.
4. Bids CANNOT be altered or amended after opening time. Any alterations made before opening time must be initialed by bidder or his authorized agent. No bid may be withdrawn after opening without approval, and based on a written acceptable reason.
5. The City of Midlothian reserves the right to revise or amend the specifications prior to date set for opening bids. Such revisions or amendments, if any, will be announced by amendments or addendum to these specifications. Copies of such amendments or addendum so issued will be furnished to all prospective bidders by City website. If bidder demonstrates just reason for a change, the City of Midlothian must have at least five working days' notice prior to bid opening date.
6. **Should bidder find discrepancies in or omissions from the specifications or other documents or be in doubt as to their meaning, bidder should at once notify the Purchasing Department and obtain clarification prior to submitting a bid.**
7. **QUOTE F.O.B. destination.** Price should include all costs including shipping, handling, and other related costs. Bid unit price on quantity specified – extend and show total. In case of errors in extension, **UNIT prices shall govern.** Bids subject to unlimited price increases will not be considered.
8. Bid offered shall be valid for ninety (90) days from opening date.
9. The City of Midlothian is exempt from taxes. **DO NOT INCLUDE TAX IN BID.**
10. The City of Midlothian reserves the right to terminate this contract for any reason by notifying the Contractor/Supplier in writing thirty (30) days prior to the termination of this agreement.
11. Bidder **MUST** give full firm name and address. Person signing bid should show **TITLE or AUTHORITY TO BIND HIS FIRM IN A CONTRACT.** Authorized signature should appear on each page of the bid, in the space provided.
12. Any catalog, brand name or manufacturer's reference used in bid invitation is descriptive – NOT restrictive – it is to indicate type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than reference specifications, bidder must show manufacturer, brand or trade name, lot number, etc., of article offered. If other than brand(s) specified is offered, illustrations and complete description should be made part of the bid. If bidder takes no exceptions to specifications or reference data, he will be required to furnish brand names, numbers, etc., as specified. All items bid shall be new, in first class condition and manufacturer's latest model and design including containers suitable for shipment and storage, unless otherwise indicated in bid invitation. Verbal agreements to the contrary will not be recognized.
13. If the brochure or information included with your bid **does not exactly** describe the item to be furnished, then notes in the attached form, **"EXCEPTIONS TO BIDDER'S PROPOSAL,"** must explain the difference. Comments in this form signify that your proposal takes exception to the stated specifications. Exceptions taken may be just cause to disqualify bid.
14. NO substitutions or cancellations permitted without written approval of the City of Midlothian.
15. All bidders must meet or exceed the minimum specifications to be considered as a valid bid. The City of Midlothian reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award the bid either to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the City of Midlothian. The City reserves the right to select one contractor or to split by North and South regions to two contractors.
16. **DELIVERY:** Specifications indicate number of days required to place material in receiving department designated location under normal conditions. A difference in delivery promise may break a tie bid. Unrealistically short or long delivery promises may cause bid to be disregarded. Consistent failure to meet delivery promises without valid reason may cause removal from bid list. Delivery shall be made during normal working hours only, 8:00 a.m. to 5:00 p.m. unless prior approval for late delivery has been obtained.
17. Consistent and continued tie bidding could cause rejection of bids by the City of Midlothian and/or investigation for Anti-Trust violations.
18. If a bid contains proprietary information, the Bidder must declare such information as proprietary if Bidder does not want information to become public.
19. The Contractor/Supplier agrees to protect the City of Midlothian from claims involving infringement of patents or copyrights.
20. Purchase order number should be on original invoice and invoice sent to the City of Midlothian, 104 W Avenue E, Midlothian, TX 76065; Attn: Accounts Payable.
21. The City of Midlothian shall pay for the product/service within thirty (30) days of receipt and acceptance. Acceptance by the City of Midlothian shall constitute all items bid being received and in good working order to the City of Midlothian's satisfaction.

**EMS FIRE DEPT.**  
**MEDICAL SUPPLIES**  
**BID NUMBER: 2020-28**

**SPECIFICATIONS (MINIMUM):**

**SCOPE:** The City of Midlothian seeks competitive bids for Medical Supplies for the City of Midlothian Fire Department.

**REQUIREMENTS:** Any variance in any item(s) must be specified clearly under the Exceptions to Bidder's Proposal by Bidder in order to have a valid bid. Any exceptions taken may be just cause for disqualification. **All unit pricing shall be specified on the attached pricing sheets.** Bidder shall indicate Grand Total pricing on Invitation to Bid for attached line items, if applicable.

**GENERAL CONDITIONS:** Sections must be filled out completely. The bid shall be awarded in whole or in part to the vendor(s) who provide(s) goods or services at the best value for the City.

**QUANTITIES:** Proposed quantities are and may be subject to additions and/or deletions. The quantities listed in the bid schedule will be considered an approximate and will be used for the comparison of bids. The City of Midlothian reserves the right to increase or decrease quantities for any item dependent on available funding during the entire term of this contract.

**ACCEPTANCE AND NONCONFORMING STANDARDS:** All deliveries shall be accepted subject to inspection, count, and/or testing. A waiver on one occasion does not constitute a waiver on future occasions.

**EVALUATION CRITERIA:** Award of contract does not obligate the Buyer to order or accept more than Buyer's actual requirements during the period of this agreement, as determined by actual needs and availability of appropriated funds. Contract may be awarded to the bidder or bidders who provides goods or services at the best value for the City of Midlothian. The City of Midlothian reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award the bid to best serve the interest of the City of Midlothian.

**AUDIT:** Supplier shall provide the City of Midlothian a line item report of quantities and expenditures at any time during the term of this contract for materials, commodities, or services rendered as requested by the Purchasing Department.

**NON-FUNDING CLAUSE:** The City of Midlothian's budget is funded on an October 1<sup>st</sup> to September 30<sup>th</sup> fiscal year basis. Accordingly, the City of Midlothian reserves the right to terminate this contract by giving Bidder thirty (30) days written notice, without liability to the City, in the event that funding for this contract is discontinued or is no longer available.

**TERM OF CONTRACT AND OPTION TO EXTEND:** The contract shall be for an initial term of two (2) years beginning upon City Council approval or the assigned effective date. Three (1), one-year renewal periods will be available if both parties agree to contract renewal. Contract rates can be adjusted upward or downward as outlined in the Escalation/De-Escalation Clause of the bid.

**CONTRACT TERMINATION:** The City of Midlothian reserves the right to terminate this contract for any reason by notifying the contractor in writing thirty (30) days prior to the termination of this agreement.

**INSURANCE AND BONDS:** The Contractor is responsible for meeting the following minimum limits of insurance and bond coverage, or as outlined in the Scope of Work:

Contractor shall maintain, at his sole cost, at all times while performing work hereunder, the insurance and bond coverage set forth below with companies satisfactory to the Owner with full policy limits applying, but not less than

stated. **BIDDER SHALL INCLUDE CERTIFICATE OF INSURANCE WITH THE INVITATION TO BID, OR PRIOR TO AWARD OF BID. BIDDER OR BIDDER'S INSURANCE AGENT SHALL INCLUDE BID NUMBER AND DESCRIPTION OF BID ON THE CERTIFICATE OF INSURANCE.** THE COMPANIES AFFORDING COVERAGE AND THE PRODUCER OF THE CERTIFICATE OF INSURANCE SHALL BE LICENSED WITH THE STATE BOARD OF INSURANCE TO DO BUSINESS IN THE STATE OF TEXAS.

- (a) Workman's Compensation Insurance as required by laws and regulations applicable to and covering employees of Contract engaged in the performance of the work under this agreement;
- (b) Employers Liability Insurance protecting contractor against common law liability, in the absence of statutory liability, for employee bodily injury arising out of the master-servant relationship with a limit of not less than \$500,000.
- (b) Comprehensive General Liability Insurance including products/completed operation with limits of liability of not less than: Bodily Injury \$1,000,000 per each person, \$1,000,000 per each occurrence/aggregate; Property Damage \$1,000,000 per each occurrence;
- (c) Excess Liability Insurance. Comprehensive general Liability, Comprehensive Automobile Liability and coverages afforded by the policies above, with the minimum limits of \$1,000,000 excess of specified limits.

**INDEMNITY AGREEMENT:**

THE CONTRACTOR HEREBY AGREES TO AND SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, DEMANDS, CAUSES OF ACTION, SUITS AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS AND ATTORNEYS' FEES, FOR INJURY TO OR DEATH OF ANY PERSON, FOR LOSS OF USE OR REVENUE, OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE ACTUAL OR ALLEGED MALFUNCTION, DESIGN OR WORKMANSHIP IN THE MANUFACTURE OF EQUIPMENT, THE FULFILLMENT OF CONTRACT, OR THE BREACH OF ANY EXPRESS OR IMPLIED WARRANTIES UNDER THIS CONTRACT. SUCH INDEMNITY SHALL APPLY WHERE THE CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS OR LIABILITY ARISE IN PART FROM (I) THE JOINT NEGLIGENCE OF THE CITY AND THE CONTRACTOR, AND/OR THEIR RESPECTIVE OFFICERS, AGENTS AND/OR EMPLOYEES OR (II) THE SOLE NEGLIGENCE OF THE CONTRACTOR, ITS OFFICERS, AGENTS AND EMPLOYEES. IT IS THE EXPRESSED INTENTION OF THE PARTIES HERETO, BOTH CONTRACTOR AND THE CITY, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY CONTRACTOR TO INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCE OF (I) THE CITY'S OWN NEGLIGENCE WHERE THAT NEGLIGENCE IS A CONCURRING CAUSE WITH THAT OF THE CONTRACTOR OF THE INJURY, DEATH OR DAMAGE AND/OR (II) THE CONTRACTOR'S OWN NEGLIGENCE WHERE THAT NEGLIGENCE IS THE SOLE CAUSE OF THE INJURY, DEATH, OR DAMAGE. FURTHERMORE, THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL HAVE NO APPLICATION TO ANY CLAIM, LOSS, DAMAGE, CAUSE OF ACTION, SUIT AND LIABILITY WHERE IN INJURY, DEATH OR DAMAGE RESULTS FROM THE SOLE NEGLIGENCE OF THE CITY UNMIXED WITH THE FAULT OF ANY OTHER PERSON OR ENTITY. IN THE EVENT ANY ACTION OR PROCEEDING IS BROUGHT AGAINST THE CITY BY REASON OF ANY OF THE ABOVE, THE CONTRACTOR AGREES AND COVENANTS TO DEFEND THE ACTION OR PROCEEDING BY COUNSEL ACCEPTABLE TO THE CITY. THE INDEMNITY PROVIDED FOR HEREIN SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT. (REVISED 9-15-04)

**COMPLIANCE WITH LAWS:** Bidder shall comply with all Federal and State laws and City Ordinances and Codes applicable to the Bidder's operation under this contract. These Specifications and the contract resulting here from shall be fully governed by the laws of the State of Texas, and shall be fully performable in Ellis County, Texas, where venue for any proceeding arising hereunder will lie.

**SILENCE OF SPECIFICATIONS:** The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality shall be used. All interpretations of

specifications shall be made on the basis of this statement.

**ETHICS ACKNOWLEDGEMENT**

Any vendor or contractor entering into this contract or agreement with the City of Midlothian, Texas expressly acknowledges that it has familiarized itself with the provisions of Section 2-34(i) of the Code of Ordinances of the City of Midlothian which provides, among other things, that if within two years after the commencement of this contract or agreement the vendor or contractor hires a city official, former city official, appointed city officer, former appointed city officer, appointed city executive employee, or former appointed city executive employee or a city employee who, while acting in such capacity, had substantial and personal involvement with the negotiation of this contract or agreement, then this contract or agreement shall, at the option of the City Manager, be cancelled and/or the vendor or contractor shall be barred from additional contracting with the City of Midlothian for a period of three years.

**ASSIGNMENT:** The successful bidder may not assign, sell or otherwise transfer this contract without prior written consent of the City Council of the City of Midlothian.

**SEVERABILITY:** If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

**CERTIFICATE OF INTERESTED PARTIES:** In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code and applies to all contracts entered into on or after January 1, 2016. The law states that a governmental entity may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity at the time the business entity submits the signed contract to the governmental entity. The law applies to all contracts/purchases of a governmental entity that require an action or vote by the governing body of the entity.

With regards to City of Midlothian purchases, a vendor that is awarded a contract or purchase that is greater than \$50,000 is required to electronically create a Form 1295 through the Texas Ethics Commission website ([https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)) and submit a signed and notarized copy of the form to the City. A contract, including City-issued purchase order, will not be enforceable or legally binding until the City receives and acknowledges receipt of the properly completed Form 1295 from the awarded vendor.

**RIGHT OF ASSURANCE:** Whenever one (1) party to this contract in good faith has reason to question the other party's intent to perform, he may demand that the other party give a written assurance of this intent to perform. In the event that demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of this contract.

**BID DELIVERY:** The City of Midlothian Purchasing Department shall accept sealed bids Monday through Friday, 8:00 a.m. - 5:00 p.m. Bids must be received by the Purchasing Department before the specified hour and date of the opening. Each bid must be sealed and should be placed in a properly identified envelope with bid number, time and date of bid opening.

**EMS FIRE DEPARTMENT**  
**MEDICAL SUPPLIES**  
**BID 2020-28 SPECIFICATIONS**

**INTENT**

It is the intention of these specifications that the successful vendor shall furnish the City of Midlothian, Texas, with medical supplies covered by the Bid Specification which the City may require during the period of time specified. The products included in this bid represent many of the products ordered most frequently by the City and are listed for bid evaluation purposes only. Actual usage and quantities will vary and ordering will be based on actual requirements. The City of Midlothian has interlocal agreements with other cities for the purchase of supplies and it is believed that these cities will wish to join and have expressed such interest.

**MEDICAL SUPPLIES REQUIREMENTS/EXPECTATIONS**

The items included on the medical supplies' requirement sheet represent many of the products ordered most frequently by the City and are listed for bid evaluation purposes. The City also desires to purchase from the successful bidder other medical supplies not listed on the requirement sheet. Bid award may be made in whole or part as deemed most advantageous to the City of Midlothian.

The contract awarded to the successful bidder shall be for a period of (2) years. The City of Midlothian reserves the right to renew this contract for (3) additional one-year periods under the same terms, condition and should the City so desire and the current vendor agree.

At the end of the two-year obligation, if the City and successful vendor wish to renew, the vendor shall submit a letter addressed to, City of Midlothian, Purchasing, 104 W. Ave E, Midlothian TX 76065.

A). 75 days in advance of contract termination a bona-fide manufacturer's documents directed to the City of Midlothian Purchasing Agent, of price listing (itemized) reflecting the anticipated changes (both increases and decreases) in prices, if any. Increase for the extension shall be limited to the actual cost increases to the current vendor and must be the guidelines outlined in the contract.

Product acceptability will be at the sole discretion of the City of Midlothian. Any product delivered which does not meet the City's specifications, or otherwise found to be defective, will be returned at the vendor's expense for replacement or credit. All products shall be of condition and quality "TO MEET ACCEPTABLE STANDARDS OF CARE".

Any reference to requirements in the specifications that are brand or process specific is purely for the establishment of intended quality expectations and is not to be considered a disqualifying standard.

The successful bidder shall make delivery of ordered supplies within 48 hours of the time the order is placed. Delivery must be made during normal working hours, Monday through Friday, 8:00 a.m. to 5 p.m. F.O.B. Destination: City of Midlothian has specified delivery locations. All unit and extensions shall include freight and other delivery charges. No med shall be shipped with an expiration date that is less than one year from the month the med was shipped. There are no minimum purchase amounts for an order and no service charges/delivery will be applied. Failure to deliver as required will result in the purchase of said order from the next highest bidder. Delivery tickets must accompany each delivery. Invoices must be legibly prepared showing the full description and price of items(s) delivered.



**EMS FIRE DEPARTMENT**  
**MEDICAL SUPPLIES**  
**BID 2020-28 CONDITIONS OF BIDDING**

(Full compliance with the following conditions is necessary for consideration of this bid)

1. **Signature:** This bid must be signed by a company representative authorized to bind the offer contractually.
2. **Unit Prices and Extensions:** If there is a difference between unit price and their extension, the unit price will govern.
3. **Freight and Other Delivery Charges:** All bids will be F.O.B. delivery address, freight prepaid. Charges will not be added after the bid is opened. The City of Midlothian assumes no liability for goods delivered in damaged or unacceptable condition. The successful bidder shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by the City of damage.
4. **Acceptance:** The materials and/or services delivered under this bid/quote shall remain the property of the seller until a physical inspection and actual usage of these materials and/or services supplied to the City are found to be defective or do not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return such product to the seller at the seller's expense.
5. **Discount:** Show rate, total amount, and latest day any discount will be allowed after receipt of article and correct invoice (per conditions of contract).
6. **Payment:** net 30 days from acceptance of goods/services, receipt of original vendor invoice, and/or all other required documents required in the detailed specification of this bid/quote.
7. **Escalation/De-Escalation.** The bid will be awarded with escalation/de-escalation pricing, in which the vendor is required to give a 30-day written notice before price increases. Requested increases must be a factor beyond the control of the bidder. The increase shall not exceed the percentage increase passed on by the manufacturer, and proof of need for increase must be documented by manufacture's letter and forwarded to the Purchasing Agent. Any increase must be approved by the using department and the Purchasing Division before acceptance. *Price adjustments scheduled and allowed as agreed upon in RFP only. Any contract awarded with an escalation clause shall be subject to de-escalation in the event of cost reduction.*
8. **Federal or State Taxes:** The city is exempt from taxes by Federal Excise Registration #A-312726 and State Permit #75-6000-609.
9. **Guarantees and Warranties:** Must be attached to the bid and may be considered in awarding the bid. Seller shall guarantee and warrant that the equipment or product offered will meet or exceed specification identified in the bid invitation and are suitable for and will perform in accordance with their intended purpose. The seller shall, upon request, replace any equipment or product proved to be defective and make any and all adjustments necessary without any expense to the City. If at any time, the equipment or product cannot satisfactorily meet the requirements of the specification, the Seller shall upon written request from the City, promptly remove such equipment or product without further expense to the City at the City's request, the Vendor will provide evidence sufficient to demonstrate such equipment or product meets the foregoing.
10. **Delivery or Contract Completion Time:** Must be shown, as the date may, where time is of the essence, determines the contract award. Failure to state delivery time may cause bid to be rejected. Successful bidder shall notify the Purchasing Department immediately if delivery schedule cannot be met. If delay is foreseen, successful bidder shall give written notice to the Purchasing Agent and EMS Chief. The City of Midlothian has the right to extend delivery time if reason appears valid. In the event delivery is not made within the stated time

period (without acceptable reason for delay and written consent from the City, the City reserves the right to place the order with the next available vendor and the successful bidder shall be liable for any increase in price as liquidated damages, if being agreed that said sum is a fair and reasonable estimate of actual damages the City will incur. Bidder will not be held liable for failure to make delivery because of strikes, conscriptions of property, governmental regulations, acts of God, or any other causes beyond its control; provided and extension of time is obtained from the Purchasing Department or EMS Chief.

11. Bid Closing & Bid Preparation: Sealed bids received after the bid opening date and time will not be considered. It will be the SOLE RESPONSIBILITY of bidders to ensure bids are in the possession of the City of Midlothian Purchasing Department by the appointed date and time. The City will not be responsible for bids which are mismarked, delivered to the wrong place, or delayed in delivery. Electronic and Facsimile transmitted bids will not be accepted in the bid process. Each bid must be submitted in a sealed envelope bearing on the outside the name of the Bidder, his address, the name of the bid title, and bid number if any. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in the bid form and as above.
12. Item Bid: Each bidder shall describe (per specification requirements) each item bid as to Manufacture, Brand Name, Model, etc. Items shall be NEW unless stated otherwise in the City's specification. Any reference to model and/or make/manufacture used in bid specification is descriptive, not restrictive. It is used to indicate the type and quality desired. Bids on like quality will be considered.
13. Samples: Samples of items, when required, must be furnished free, and, if not called for within 30 days from date of bid opening, will be disposed of by the City.
14. Alternates: Must clearly state "ALTERNATE: and shown on the bid form with complete information attached. Alternate bids may or may not be considered in the bid process in the sole discretion of the City of Midlothian.
15. Exception/Substitutions: All bids meeting the intent of this invitation to bid will be considered for award. Bidders taking exception to the specifications, or offering considered for award. Bidders taking exception to the specification, or offering substitutions, shall state exceptions in the section provided or by attachment as part of the bid. The absence of such a list shall indicate that the bidder has not taken exceptions and City shall hold the bidder responsible to perform in strict accordance with the specification of the invitation.
16. Pharmaceutical Requirements:
  - a) Vendor must be licensed with the Drug Enforcement Administration to sell and distribute Schedule II, Schedule III, and Schedule IV controlled substances.
  - b) Vendor must be able to provide the Drug Enforcement Administration's electronic Controlled Substances ordering System (CSOS).
  - c) Vendor must be in, and remain in compliance with the Drug Supply Chain Security Act and the Prescription Drug Marketing Act. Vendor must provide transaction reports with each shipment of pharmaceuticals.
17. Ambiguity in Bids: Any ambiguity in any bid as the result of omission, error, lack of clarity, or non-compliance by the bidder with specification, instruction, and all condition of bidding shall be construed in the light most favorable to the City.
18. Changes of Additions: No Changes or additions will be allowed after bid opening. Changes or addition submitted prior to bid opening must be in accordance with paragraph 11 above.
19. Funding: Funds for payment have been provided through the requesting entity. The State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved.

20. Trade Secrets, Confidential information and the Texas Public Information Act: If you consider any portion of your bid to be privileged or confidential by statute or judicial decision, including trade secrets and commercial or financial information, clearly identify those portions. The City of Midlothian will honor your notation of trade secrets and confidential information and decline to release such information initially, but please note that the final determination of whether a particular portion of your bid is in fact a trade secret or commercial or financial information that may be withheld from public inspection will be made by the Texas Attorney General or a court of competent jurisdiction. In the event a public information request is received for a portion of your bid that you have marked as privileged or confidential information, you will be notified of such request and you will be required to justify your legal position in writing to the Texas Attorney General pursuant to Section 552.305 of the Government Code. In the event that it is determined by opinion or order of the Texas Attorney General or a court of competent jurisdiction that such information is in fact not privileged or confidential under Section 552.110 of the Government Code and Section 252.049 of the Local Government Code, then such information will be made available to the requester. Marking your entire bid CONFIDENTIAL/PROPRIETARY will not necessarily make it, or any part thereof, exempt from the public disclosure requirement of the Texas Public Information Act.
21. HUBS: The City of Midlothian hereby notifies all bidders that in regard to any contract entered into pursuant to the invitation to Bid: Historically Underutilized Businesses (HUB'S) will be afforded equal opportunities to submit bids and will not be discriminated against on the grounds of race, color, sex, disability, or national origin in consideration of an award. HUB(s) are defined as certified businesses that are at least 51% owned, operated, and controlled by qualifying groups which include: Asian Pacific Americans, Black-Americans, Hispanic Americans, Native Americans, and women.
22. Any contract made, or purchase order issued, as a result of this invitation to Bid, shall be governed under the laws of the State of Texas with performance and venue to be in Ellis County, Texas. In connection with the performance of work, the Bidder agrees to comply with the Fair Labor Standard Act, Equal Opportunity Employment Act, and all other applicable Federal, State, And Local laws, regulation, and executive orders to the extent that the same may be applicable.
23. Minimum Standards for Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:
- a) Have adequate financial resources required, or the ability to obtain such resources as required;
  - b) Be able to comply with the required or proposed delivery schedule;
  - c) Have a satisfactory record of performance;
  - d) Have a satisfactory record of integrity and ethics;
  - e) Be otherwise qualified and eligible to receive an award.
24. Bidders may request withdrawal of a sealed proposal prior to the bid opening time provided the request for withdrawal is submitted to the City Purchasing Agent in writing.
25. Changes in Specifications or Interpretations: If it becomes necessary for the City to revise any part of this bid, a written addendum will be provided to all bidders. The City is not bound by and all bidders shall not rely upon any oral representations, clarifications, or changes made in the provided written specifications by City employees, unless such clarification or change is provided to bidders in written addendum form from the City Purchasing Agent.
26. Collusion: Any evidence of agreement or collusion among bidders and prospective bidders acting to restrain freedom of competition by agreement to bid a fixed price, or otherwise, will render the bids of such bidders' void.
27. All pages of this document packet, taken together comprise the Bid. Omission of or failure to complete or return any portion of the required document, at the time of bid opening, may be cause to reject the entire bid.

28. The City of Midlothian, as a governmental agency of the State of Texas, may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the bidder to obtain a comparable contract in the state in which the nonresident principal place of business is located. (Government Code, section 2242.002) Bidder shall make answer to the following questions by encircling the appropriate response or completing the blank provided.

- 1.) Is your principle place of business in the State of Texas? YES\_\_\_\_ NO x
- 2.) If the answer to question (1) is "yes", no further information is necessary; if "no" please indicate:
  - a.) In which state is your principle place of business located? Ohio
  - b.) Does that state favor resident bidders (bidders in your state) by some dollar increment or percentage? YES\_\_\_\_ NO x
  - c.) If yes, what is that dollar increment or percentage? \_\_\_\_\_

The State Purchasing and General Services Commission defines Principal Place of Business as follows:

Principle Place of Business means, for any type of business entity recognized in the State of Texas, that the business entity;

Has at least one permanent office located within the State of Texas, from which business activities other than submitting bids to governmental agencies are conducted and from which the bid is submitted, and has at least one employee who works in the Texas office.

29. Award: Unless stipulated in these bid specifications, the contract will be awarded to the lowest responsible bidder or to the bidder who provides the goods or services specified herein at the best value for the City.
30. Preference: Will be given to the vendor who is able to provide the most supplies/materials, at the most economical price.
31. Split Award: The City of Midlothian reserves the right to award a separate contract to separate vendors for each item/group or to award one contract for the entire bid. The vendor who is able to provide a large majority of items will be looked upon favorably.
32. No Prohibited Interest: Bidder acknowledges and represent that they are aware of the laws, City Charter, and City Code of Conduct regarding conflicts of interest. The City Charter states that "No officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, to the extent prohibited by state law, or shall be financially interested, directly or indirectly, in the sale to the City of any land, materials, supplies, or service, where such financial interest is prohibited by state law.
33. Cooperative Purchasing: The City of Midlothian actively participates in cooperative purchasing opportunities. If it is determined to be in the best interest, the City reserves the right to reject any and all bids and purchase the services and/or goods through cooperative means.
34. Inter-Local Agreement: Successful bidder agrees to extend prices to all entities that have entered into or will enter into joint purchasing interlocal cooperation agreements with cooperative purchasing agreements with the City of Midlothian. The City of Midlothian is a participating member of several interlocal cooperative purchasing agreements. As such, the City of Midlothian has executed interlocal agreements, as permitted under Chapter 791 of the Texas Government Code, with certain other political subdivision, authorizing participation in a cooperative purchasing program. The successful vendor may be asked to provide products/services based on

the bid price to any other participant. The city of Midlothian shall not be held responsible for any orders placed, deliveries made, or payment for materials ordered by these entities.

35. **Termination for Default:** The City of Midlothian reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach of this contract. The City reserves the right to terminate the contract immediately in the event the successful bidder fails to:
- a) Meet delivery schedules
  - b) Perform in accordance with these specifications and/or
  - c) Transfers, assigns or conveys any or all of its obligations or duties to another.
  - d) Breach of contract or default authorizes the City to, among other things, award to another bidder, or purchases elsewhere.
  - e) THE CITY OF MIDLOTHIAN RESERVES THE RIGHT TO ACCEPT OR REJECT IN PART OR IN WHOLE ANY BID SUBMITTED, AND TO WAIVE ANY TECHNICALITIES DEEMED TO BE IN THE BEST INTEREST OF THE CITY. THE UNDERSIGNED HERBY CERTIFIES THAT HE/SHE UNDERSTANDS THE SPECIFICATIONS, HAS READ THE DOUCMENT IN ITS ENTIRETY AND THAT THE BID PRICES CONTAINED IN THE BID HAVE BEEN CAREFULLY REVIEWED AND ARE SUBMITTED AS CORRECT AND FINAL. BIDDER FURTHER CERTIFIES AND AGREES TO FURNISH ANY OR ALL PRODUCT/SERVICES UPON WHICH PRICES ARE EXTENDED AT THE PRICE OFFERED, AND UPON CONDITIONS CONTAINED IN THE SPECIFICATIONS FO THE INVITATION FOR BID.

**Bidders who are able to provide the following services will be looked favorably upon.**

1. Vendor is able to provide and support a web-based inventory management system (Operative IQ) preferred to assist in the management of supplies and assets at an agreed upon cost. Vendor shall provide all licensing, on-site technical support, inclusive of training, in-servicing, report writing, refresher courses, and delivery training, to any and all personnel deemed necessary to ensure that the inventory management system is completed upon being awarded the bid. Vendor shall assist, in an on-going basis, with entering all equipment and supply data, report writing, and creating of checklists into the system for maximum functionality.  
Yes   x   No
2. Is vendor an authorized distributor of controlled access pharmaceutical dispensers and lockers (UCaplt) manufactured by the U-Select-It-Corporation or a comparable device?  
Yes   x   No
3. Vendor offers in-house kitting facilities, and is able to offer both standardized, and custom kitting solutions?  
Yes   x   No
4. Is vendor able to provide high-quality, lower-cost, private label product alternatives?  
Yes   x   No
5. During an emergency (natural or man-made) situation, is the vendor able to provide a comprehensive disaster response program, and are you able to supply requested merchandise within a thirty-six (36) hour time frame, twenty-four (24) hours a day, seven (7) days a week?  
Yes   x   No         
Provide a copy of this program if available.

## REFERENCES

*Each Offeror is to provide a minimum of three (3) verifiable references in which the offeror has sold, maintained or provided this or similar product or service.*

Company Name: Medstar Ambulance

Address: 2900 Alta Mere Drive, Fort Worth, Texas 76116

Contact Person: Shaun Curtis, Logistics Manager

Telephone: ( 817 ) 923-3700

Email: scurtis@medstar911.org

Product Purchased by Reference: Supplies and pharmaceuticals

Company Name: City of Columbus Fire Department

Address: 2028 Williams Road, Columbus, Ohio 43207

Contact Person: Rick Meadows

Telephone: ( 614 ) 221-3132

Email: \_\_\_\_\_

Product Purchased by Reference: Supplies and pharmaceuticals

Company Name: New Orleans EMS

Address: 1300 Perdido Street, Ste 4W07, New Orleans, LA 70112

Contact Person: Carl Flores, Director of Logistics

Telephone: ( 504 ) 658-1552

Email: cflores@cityofno.com

Product Purchased by Reference: Supplies and pharmaceuticals



## SUPPLIER INFORMATION FORM

<b>COMPANY'S FULL BUSINESS NAME:</b>	Bound Tree Medical, LLC
<b>PHYSICAL ADDRESS:</b>	5000 Tuttle Crossing Blvd
	Dublin, Ohio 43016
<b>PHONE #:</b>	800.533.0523
<b>FAX #:</b>	877.311.2437
<b>CONTACT PERSON:</b>	Greg Wolf, Account Manager
<b>PHONE #:</b>	817.658.4168
<b>REMITTANCE ADDRESS:</b>	Bound Tree Medical, LLC
	23537 Network Place
	Chicago, IL 60673-1235
	1-800-533-0523
<b>PHONE #:</b>	800.533.0523
<b>FAX #:</b>	877.311.2437
<b>CONTACT PERSON:</b>	Addie Shough, Bids
<b>PHONE #:</b>	614.760.5352
<b>PAYMENT TERMS DISCOUNT:</b>	0 Net / 30
<b>COMPANY TAX ID#:</b>	31-1739487

**FOR MINORITY AND/OR WOMAN  
OWNED BUSINESS ENTERPRISES**  
(To be completed only if applicable)

\*Not Applicable

Minority and/or Woman Owned Business Enterprises are encouraged to participate in the Midlothian procurement process. The Purchasing Division will provide additional clarification of specifications, assistance with Bids Forms, and further explanation of procedures to those who request it. The City of Midlothian recognizes the certifications of both the State of Texas Building and Procurement Commission Historical Underutilized Business (HUB) Program and the North Central Texas Regional Certification Agency. All companies seeking information concerning certification are urged to contact:

State of Texas HUB Program  
Texas Building and Procurement Commission  
P.O. Box 13047  
Austin TX 78711-3047  
(512) 463-5872  
<http://www.tbpc.state.tx.us/hubbid>

North Central Texas Regional  
Certification Agency  
616 Six Flags Drive, #416-LB 24  
Arlington TX 76011  
(817) 640-0606  
<http://www.nctrca.org>

In order to be identified as a Qualified Minority and/or Woman Owned Business Enterprise in the City of Midlothian vendor database, this form, along with a copy of your certification, must be returned to the City of Midlothian Purchasing Department. You should return these documents with this response, or if you have already submitted this form and a copy of your certification to the Purchasing Division, it is not necessary to re-send certification. If you meet the criteria and are not currently certified, you may contact one of the above agencies for instructions to be certified. Upon receipt of certification, you may then return this form and a copy of your certification to: City of Midlothian, Purchasing Division, 104 West Avenue E., Midlothian, Texas 76065.

**COMPANY NAME:** \_\_\_\_\_

**REPRESENTATIVE:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CITY, STATE, ZIP:** \_\_\_\_\_

**EMAIL:** \_\_\_\_\_

**TELEPHONE NO.:** \_\_\_\_\_ **FAX NO.:** \_\_\_\_\_

INDICATE ALL THAT APPLY

\_\_\_\_\_ Minority Owned BusinessEnterprise

\_\_\_\_\_ Woman Owned BusinessEnterprise

**CITY OF MIDLOTHIAN  
PURCHASING DEPARTMENT**

\*Not Applicable

**NO BID NOTIFICATION**

BID TITLE: \_\_\_\_\_

BID NUMBER: \_\_\_\_\_

SUPPLIER NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

AGENT'S NAME: \_\_\_\_\_ TELEPHONE: \_\_\_\_\_

The CITY OF MIDLOTHIAN is interested in receiving competitive pricing on all items bid. We also desire to keep your firm as a bidder and a supplier of materials and equipment. Therefore, it is important for us to determine why you are not bidding on this item. We will analyze your input carefully and try to determine if future changes are needed in our specifications and procedures.

I did not bid for the following reasons: (PLEASE CHECK ONE OF THE LISTED REASONS)

- \_\_\_\_\_ Do not supply the requested product.
- \_\_\_\_\_ Quantities offered are too small or too large to be supplied by your company. (Please circle one of the underlined.)
- \_\_\_\_\_ Specifications are "too tight" or written around a particular product. (Please elaborate on this item.)
- \_\_\_\_\_ Cannot bid against manufacturer or jobber on this item. (Please circle one of the underlined).
- \_\_\_\_\_ Time frame for bidding was too short for my organization.
- \_\_\_\_\_ Not awarded a previous contract by the City when you felt you were low bidder.
- \_\_\_\_\_ Other \_\_\_\_\_

Failure to submit a bid or no-bid notification may result in removal from future bidders' lists.

If you wish to remain on the City's bid list for this item, please indicate:

\_\_\_\_\_ I wish to remain. \_\_\_\_\_ I do not wish to remain.

Item List for City of Midlothian  
EMS Medical Supplies  
Bid No.: 2020-28

Line ID	City of Midlothian Item Description	Bound Tree Medical Item #	Bound Tree Medical Item Description	Vendor Name	Vendor Item #	Quoted Price	Selling Price
1	BVM, Airflow Manual Resuscitator, (Infant) Manual Resuscitator, Exhalation Filter, Manometer	87-AF3140MBEA	Airflow BVM, Infant, Mask, Reservoir O2 Bag, Pop-Off, Manometer, Exhalation Filter, Blow-By Tubing	VENTLAB CORPORATION	AF3140MB	\$ 9.50	1/EA
2	BVM, Airflow Manual Resuscitator, (Pediatric), Manometer, 3 mask or equivalent	87-AF2100MBEA	Airflow BVM, Pediatric, Mask, Reservoir O2 Bag, Manometer	VENTLAB CORPORATION	AF2100MB	\$ 12.50	1/EA
3	BVM, Airflow Manual Resuscitator, (Adult) Manometer, Exhalation Filter or equivalent	87-AF5140MBEA	Airflow BVM, SM Adult, Mask, Reservoir O2 Bag, Exhalation Filter, Manometer	VENTLAB CORPORATION	AF5140MB	\$ 9.50	1/EA
4	BVM, SPUR II, ADULT, BAG RESERVOIR MEDIUM MASK W/MANOMETER	2442-01701	SPUR II BVM, Adult, w/Bag Reservoir, Exp Filter, Manometer, Pressure Limiting Valve, MED Adult Mask	AMBU	523611017	\$ 12.25	1/EA
5	BVM, SPUR II, Child, w/child mask, bag reservoir, med port, disp	2442-53213	Pediatric SPUR II BVM w/Toddler Mask (size 1 and size 2), Oxygen Reservoir Bag, Pressure Limiting Valve	AMBU	530213000	\$ 8.80	1/EA
6	BVM, SPUR II, infant, w/infant mask, bag reservoir, med port, disp	055-540212000EA	SPUR II BVM, Infant, w/Bag Reservoir, Infant Mask	AMBU	540212000	\$ 8.58	1/EA
7	Curaplex Nebulizer w/Mask, Adult or equivalent	301-202EA	Curaplex Select Nebulizer, Small Volume, Hand Held, with Adult Aerosol Mask, 7ft Kink Resistant Tubing	CURAPLEX BY BOUND TREE	202	\$ 0.70	1/EA
8	Curaplex Oxygen Mask, Adult, Elongated, High Conc. Total NRB w/o Vent, Reservoir Bag, Tubing	533-MS-25060EA	Total Non-Rebreather Elongated High Concentration Mask without Vent, 7ft Oxygen Tube, Reservoir Bag, Nose Clip, Check Valve, Elastic Strap, Adult	CURAPLEX BY BOUND TREE	BT-25060	\$ 0.70	1/EA
9	Curaplex Oxygen Mask, Adult, Elongated, Partial NRB w/Vent, Reservoir Bag, 7 ft Tubing or equivalent	30051	Curaplex Partial Non Rebreather, Adult	CURAPLEX BY BOUND TREE	30051	\$ 0.70	1/EA
10	Curaplex Oxygen Mask, Pediatric, Elongated, Total NRB, w/o Safety vent, 7 ft Tubing or equivalent	30053	Curaplex Partial Non Rebreather, Pediatric	CURAPLEX BY BOUND TREE	30053	\$ 0.70	1/EA
11	Curaplex Oxygen Nasal Cannula, Adult, Conventional, Clear, Non-Flared Prongs, 7 ft tubing, or equivalent	301-107EA	Oxygen Nasal Cannula, Conventional, Non-Flared Nasal Prongs, Clear, 7ft Tubing, Adult	CURAPLEX BY BOUND TREE	BT-24003	\$ 0.25	1/EA
12	Curaplex Oxygen Nasal Cannula, Pediatric, Over-the-Ear, 7 ft Star Lumen Tubing or equivalent	533-MS-24101EA	Oxygen Nasal Cannula, Pediatric, Over-the-Ear Style, 7 foot Star Lumen Tubing	CURAPLEX BY BOUND TREE	BT-24101	\$ 0.25	1/EA
13	Curaplex Oxygen Regulator, Brass Core, 2 DISS Outlets, 1 Barb, 0-25 LPM, Black or equivalent	14288	Curaplex All Brass Regulator, Click-Style	CURAPLEX BY BOUND TREE	EMSREG8725-82D-BTM	\$ 41.50	1/EA
14	Curaplex Select CPR Pocket Mask, O2 Inlet or equivalent	36045	Curaplex CPR Mask with O2 Inlet	CURAPLEX BY BOUND TREE	36045	\$ 2.20	1/EA
15	Curaplex Select Endotracheal Tube with Stylette, 2.5mm, Cuffed or equivalent	2113-10225	Endotracheal Tubes, Cuffed w/Stylet, 2.5mm	CURAPLEX BY BOUND TREE	2113-10225	\$ 1.42	1/EA
16	Curaplex Select Endotracheal Tube with Stylette, 3.0mm, Cuffed or equivalent	2113-10230	Endotracheal Tubes, Cuffed w/Stylet, 3.0mm	CURAPLEX BY BOUND TREE	2113-10230	\$ 1.42	1/EA
17	Curaplex Select Endotracheal Tube with Stylette, 4.0mm, Cuffed or equivalent	2113-10240	Endotracheal Tubes, Cuffed w/Stylet, 4.0mm	CURAPLEX BY BOUND TREE	2113-10240	\$ 1.42	1/EA
18	Curaplex Select Endotracheal Tube with Stylette, 4.5mm, Cuffed or equivalent	2113-10245	Endotracheal Tubes, Cuffed w/Stylet, 4.5mm	CURAPLEX BY BOUND TREE	2113-10245	\$ 1.42	1/EA
19	Curaplex Select Endotracheal Tube with Stylette, 5.0mm, Cuffed or equivalent	2113-10250	Endotracheal Tubes, Cuffed w/Stylet, 5.0mm	CURAPLEX BY BOUND TREE	2113-10250	\$ 1.42	1/EA
20	Curaplex Select Endotracheal Tube with Stylette, 5.5mm, Cuffed or equivalent	2113-10255	Endotracheal Tubes, Cuffed w/Stylet, 5.5mm	CURAPLEX BY BOUND TREE	2113-10255	\$ 1.42	1/EA
21	Curaplex Select Endotracheal Tube with Stylette, 6.0mm, Cuffed or equivalent	2113-10260	Endotracheal Tubes, Cuffed w/Stylet, 6.0mm	CURAPLEX BY BOUND TREE	2113-10260	\$ 1.42	1/EA
22	Curaplex Select Endotracheal Tube with Stylette, 6.5mm, Cuffed or equivalent	2113-10265	Endotracheal Tubes, Cuffed w/Stylet, 6.5mm	CURAPLEX BY BOUND TREE	2113-10265	\$ 1.42	1/EA

Item List for City of Midlothian  
EMS Medical Supplies  
Bid No.: 2020-28

Line ID	City of Midlothian Item Description	Bound Tree Medical Item #	Bound Tree Medical Item Description	Vendor Name	Vendor Item #	Quoted Price	Selling Unit
24	Airway Curaplex Select Endotracheal Tube with Stylette, 7.5mm, Cuffed or equivalent	2113-10275	Endotracheal Tubes, Cuffed w/Stylet, 7.5mm	CURAPLEX BY BOUND TREE	2113-10275	\$ 1.42	1/EA
25	Airway Curaplex Select Endotracheal Tube with Stylette, 8.0mm, Cuffed or equivalent	2113-10280	Endotracheal Tubes, Cuffed w/Stylet, 8.0mm	CURAPLEX BY BOUND TREE	2113-10280	\$ 1.42	1/EA
26	Airway Curaplex Select Endotracheal Tube with Stylette, 8.5mm, Cuffed or equivalent	2113-10285	Endotracheal Tubes, Cuffed w/Stylet, 8.5mm	CURAPLEX BY BOUND TREE	2113-10285	\$ 1.42	1/EA
27	Airway Curaplex Select Endotracheal Tube with Stylette, 9.0mm, Cuffed or equivalent	2113-10290	Endotracheal Tubes, Cuffed w/Stylet, 9.0mm	CURAPLEX BY BOUND TREE	2113-10290	\$ 1.42	1/EA
28	Airway Curaplex Select GreenLine/D Laryngoscope Blade, MAC 2, Fiber Optic, Child, Disposable or equivalent	301-83020EA	Curaplex Select GreenLine/D Laryngoscope Blade, Fiber Optic, 100mm, Child, Mac 2	CURAPLEX BY BOUND TREE	B-3020	\$ 3.70	1/EA
29	Airway Curaplex Select GreenLine/D Laryngoscope Blade, MAC 3, Fiber Optic, MED Adult, Disposable or equivalent	301-83030EA	Curaplex Select GreenLine/D Laryngoscope Blade, Fiber Optic, 130mm, Adult MED, Mac 3	CURAPLEX BY BOUND TREE	B-3030	\$ 3.70	1/EA
30	Airway Curaplex Select GreenLine/D Laryngoscope Blade, MAC 4, Fiber Optic, MED Adult, Disposable or equivalent	301-83040EA	Curaplex Select GreenLine/D Laryngoscope Blade, Fiber Optic, 155mm, Adult LG, Mac 4	CURAPLEX BY BOUND TREE	B-3040	\$ 3.70	1/EA
31	Airway Curaplex Select GreenLine/D Laryngoscope Blade, MILLER 0, Fiber Optic, Neonate, Disposable or equivalent	301-83100EA	Curaplex Select GreenLine/D Laryngoscope Blade, Fiber Optic, 77mm, Neonate, Miller 0	CURAPLEX BY BOUND TREE	B-3100	\$ 3.70	1/EA
32	Airway Curaplex Select GreenLine/D Laryngoscope Blade, MILLER 1, Fiber Optic, Neonate, Disposable or equivalent	301-83110EA	Curaplex Select GreenLine/D Laryngoscope Blade, Fiber Optic, 102mm, Infant, Miller 1	CURAPLEX BY BOUND TREE	B-3110	\$ 3.70	1/EA
33	Airway Curaplex Select GreenLine/D Laryngoscope Blade, MILLER 2, Fiber Optic, Neonate, Disposable or equivalent	301-83120EA	Curaplex Select GreenLine/D Laryngoscope Blade, Fiber Optic, 133mm, Child, Miller 2	CURAPLEX BY BOUND TREE	B-3120	\$ 3.70	1/EA
34	Airway Curaplex Select GreenLine/D Laryngoscope Blade, MILLER 3, Fiber Optic, Neonate, Disposable or equivalent	301-83130EA	Curaplex Select GreenLine/D Laryngoscope Blade, Fiber Optic, 195mm, Adult MED, Miller 3	CURAPLEX BY BOUND TREE	B-3130	\$ 3.70	1/EA
35	Airway Curaplex Select GreenLine/D Laryngoscope Blade, MILLER 4, Fiber Optic, Neonate, Disposable or equivalent	301-83140EA	Curaplex Select GreenLine/D Laryngoscope Blade, Fiber Optic, 205mm, LG Adult, Miller 4	CURAPLEX BY BOUND TREE	B-3140	\$ 3.70	1/EA
36	Airway Curaplex Select GreenLine/D Chrome Plated Fiber Optic Handle (Medium) or equivalent	792-S-0236-09	Optic, Chrome-Plated, 2 C Batteries, MED	CURAPLEX BY BOUND TREE	S-0236-09	\$ 49.70	1/EA
37	Airway Curaplex Select Nasopharyngeal Airway, 22 Fr, 5.5mm, Robertazzi Style, Latex Free, Sterile or equivalent	2021-18122	Curaplex Select Nasopharyngeal Airway, Neoprene, Robertazzi Style, 22 French	CURAPLEX BY BOUND TREE	2-0211-8122	\$ 2.12	1/EA
38	Airway Curaplex Select Nasopharyngeal Airway, 24 Fr, 6.0mm, Robertazzi Style, Latex Free, Sterile or equivalent	2021-18124	Curaplex Select Nasopharyngeal Airway, Neoprene, Robertazzi Style, 24 French	CURAPLEX BY BOUND TREE	2-0211-8124	\$ 2.12	1/EA
39	Airway Curaplex Select Nasopharyngeal Airway, 26 Fr, 6.5mm, Robertazzi Style, Latex Free, Sterile or equivalent	2021-18126	Curaplex Select Nasopharyngeal Airway, Neoprene, Robertazzi Style, 26 French	CURAPLEX BY BOUND TREE	2-0211-8126	\$ 2.12	1/EA
40	Airway Curaplex Select Nasopharyngeal Airway, 28 Fr, 7.0mm, Robertazzi Style, Latex Free, Sterile or equivalent	2021-18128	Curaplex Select Nasopharyngeal Airway, Neoprene, Robertazzi Style, 28 French	CURAPLEX BY BOUND TREE	2-0211-8128	\$ 2.12	1/EA
41	Airway Curaplex Select Nasopharyngeal Airway, 30 Fr, 7.5mm, Robertazzi Style, Latex Free, Sterile or equivalent	2021-18130	Curaplex Select Nasopharyngeal Airway, Neoprene, Robertazzi Style, 30 French	CURAPLEX BY BOUND TREE	2-0211-8130	\$ 2.12	1/EA
42	Airway Curaplex Select Nasopharyngeal Airway, 32 Fr, 8.0mm, Robertazzi Style, Latex Free, Sterile or equivalent	2021-18132	Curaplex Select Nasopharyngeal Airway, Neoprene, Robertazzi Style, 32 French	CURAPLEX BY BOUND TREE	2-0211-8132	\$ 2.12	1/EA



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42	Airway	2021-18132	Curaplex Select Nasopharyngeal Airway, 32 Fr, 8.0mm, Robertazzi Style, Latex Free, Sterile or equivalent	CURAPLEX BY BOUND TREE	2-0211-8132	\$ 2.12	1/EA
43	Airway	2021-18134	Curaplex Select Nasopharyngeal Airway, 34 Fr, 8.5mm, Robertazzi Style, Latex Free, Sterile or equivalent	CURAPLEX BY BOUND TREE	2-0211-8134	\$ 2.12	1/EA
44	Airway	2021-18136	Curaplex Select Nasopharyngeal Airway, 36 Fr, 9.0mm, Robertazzi Style, Latex Free, Sterile or equivalent	CURAPLEX BY BOUND TREE	2-0211-8136	\$ 2.12	1/EA
45	Airway	301-202EA	Curaplex Select Nebulizer, Small Volume, Hand Held, with Adult Aerosol Mask, 7 ft Tubing or equivalent	CURAPLEX BY BOUND TREE	202	\$ 0.80	1/EA
46	Airway	301-LED-0205	Curaplex Select Nebulizer, Small Volume, Hand Held, with Adult Aerosol Mask, 7 ft Tubing or equivalent	TRI-ANIM HEALTH SERVICES	301-LED-0205	\$ 6.98	1/EA
47	Airway	301-LED-0305	Curaplex Select Nebulizer, Small Volume, Hand Held, with Adult Aerosol Mask, 7 ft Tubing or equivalent	TRI-ANIM HEALTH SERVICES	301-LED-0305	\$ 6.98	1/EA
48	Airway	301-LED-0405	Curaplex Select Nebulizer, Small Volume, Hand Held, with Adult Aerosol Mask, 7 ft Tubing or equivalent	TRI-ANIM HEALTH SERVICES	301-LED-0405	\$ 6.98	1/EA
49	Airway	301-LED-0005	Curaplex Select Nebulizer, Small Volume, Hand Held, with Adult Aerosol Mask, 7 ft Tubing or equivalent	TRI-ANIM HEALTH SERVICES	301-LED-0005	\$ 6.98	1/EA
50	Airway	301-LED-1015	Curaplex Select Nebulizer, Small Volume, Hand Held, with Adult Aerosol Mask, 7 ft Tubing or equivalent	TRI-ANIM HEALTH SERVICES	301-LED-1015	\$ 6.98	1/EA
51	Airway	301-LED-1025	Curaplex Select Nebulizer, Small Volume, Hand Held, with Adult Aerosol Mask, 7 ft Tubing or equivalent	TRI-ANIM HEALTH SERVICES	301-LED-1025	\$ 6.98	1/EA
52	Airway	301-LED-1035	Curaplex Select Nebulizer, Small Volume, Hand Held, with Adult Aerosol Mask, 7 ft Tubing or equivalent	TRI-ANIM HEALTH SERVICES	301-LED-1035	\$ 6.98	1/EA
53	Airway	2010-35040	Curaplex Select Nebulizer, Small Volume, Hand Held, with Adult Aerosol Mask, 7 ft Tubing or equivalent	CURAPLEX BY BOUND TREE	12990	\$ 0.21	1/EA
54	Airway	2010-35050	Curaplex Select Nebulizer, Small Volume, Hand Held, with Adult Aerosol Mask, 7 ft Tubing or equivalent	CURAPLEX BY BOUND TREE	13057MS	\$ 0.21	1/EA
55	Airway	2010-35060	Curaplex Select Nebulizer, Small Volume, Hand Held, with Adult Aerosol Mask, 7 ft Tubing or equivalent	CURAPLEX BY BOUND TREE	13058	\$ 0.21	1/EA
56	Airway	2010-35070	Curaplex Select Nebulizer, Small Volume, Hand Held, with Adult Aerosol Mask, 7 ft Tubing or equivalent	CURAPLEX BY BOUND TREE	13059	\$ 0.21	1/EA
57	Airway	2010-35080	Curaplex Select Nebulizer, Small Volume, Hand Held, with Adult Aerosol Mask, 7 ft Tubing or equivalent	CURAPLEX BY BOUND TREE	13060	\$ 0.21	1/EA
58	Airway	2010-35090	Curaplex Select Nebulizer, Small Volume, Hand Held, with Adult Aerosol Mask, 7 ft Tubing or equivalent	CURAPLEX BY BOUND TREE	13061	\$ 0.21	1/EA
59	Airway	2010-35100	Curaplex Select Nebulizer, Small Volume, Hand Held, with Adult Aerosol Mask, 7 ft Tubing or equivalent	CURAPLEX BY BOUND TREE	13062	\$ 0.21	1/EA
60	Airway	2130-42560	Curaplex Select Nebulizer, Small Volume, Hand Held, with Adult Aerosol Mask, 7 ft Tubing or equivalent	LAERDAL MEDICAL CORP.	600-42500	\$ 3.60	1/EA
61	Airway	020400	Curaplex Select Nebulizer, Small Volume, Hand Held, with Adult Aerosol Mask, 7 ft Tubing or equivalent	LAERDAL MEDICAL CORP.	600-20000	\$ 2.75	1/EA
62	Airway	2120-17010	Curaplex Select Nebulizer, Small Volume, Hand Held, with Adult Aerosol Mask, 7 ft Tubing or equivalent	SUN MED	9-0211-70	\$ 4.22	1/EA
63	Airway	9-01212-70	Curaplex Select Nebulizer, Small Volume, Hand Held, with Adult Aerosol Mask, 7 ft Tubing or equivalent	SUN MED	9-0212-70	\$ 4.22	1/EA
64	Airway	020631	Curaplex Select Nebulizer, Small Volume, Hand Held, with Adult Aerosol Mask, 7 ft Tubing or equivalent	PRECISION MEDICAL	8MFA1005	\$ 33.76	1/EA
65	Airway	313-4602EA	Curaplex Select Nebulizer, Small Volume, Hand Held, with Adult Aerosol Mask, 7 ft Tubing or equivalent	PULMODYNE	313-4602EA	\$ 39.50	1/EA



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66	Airway		GO-PAP with BiTrac ED - Adult Large	PULMODYNE	313-4603	\$ 39.50	1/EA
67	Airway		GO-PAP with BiTrac ED with Neb - Adult Medium	PULMODYNE	313-4602N	\$ 39.50	1/EA
68	Airway		GO-PAP with BiTrac ED with Neb - Adult Large	PULMODYNE	313-4603N	\$ 39.50	1/EA
69	Airway		I-gel Supraglottic Airway Neonate size 1	INTERSURGICAL	9201000	\$ 14.55	1/EA
70	Airway		I-gel O2 Supraglottic Airway, Pediatric Size 2	INTERSURGICAL	8202000	\$ 14.55	1/EA
71	Airway		I-gel O2 Resus Pack, SM Adult, incl size 3 I-gel O2, Lube, Strap, for Pts 30-60 kg	INTERSURGICAL	8703030	\$ 24.70	1/EA
72	Airway		I-gel O2 Resus Pack, MED Adult, incl size 4 I-gel O2, Lube, Strap, for Pts 50-90 kg	INTERSURGICAL	8704030	\$ 24.70	1/EA
73	Airway		I-gel O2 Resus Pack, LG Adult, incl size 5 I-gel O2, Lube, Strap, for Pts 90 plus kg	INTERSURGICAL	8705030	\$ 24.70	1/EA
74	Airway		Nebulizer Mask, SM, Disposable, Knitted latex free Head	MONAGHAN	65750	\$ 1.44	1/EA
75	Airway		Nebulizer, AeroEclipse II BAN, w/O ELBOW, breath actuated, SM volume, w/mouthpiece, tubing	MONAGHAN	64594050	\$ 5.72	1/EA
76	Airway		Nebulizer, AeroEclipse II BAN, with ELBOW, breath actuated, SM volume, w/mouthpiece, tubing	MONAGHAN	65050E	\$ 6.50	1/EA
77	Airway		O2 MAX BITRAC ED FULL FACE MASK AND HEAD STRAP, ADULT LARGE	MONAGHAN	313-7555X	\$ 37.70	1/EA
78	Airway		O2 MAX BiTrac ED Mask, w/ Neb, Adult LG, w/3-SET Valve, Ohmeda Connector, Fixed Flow 10ea/cs	CURAPLEX BY BOUND TREE	677556-1	\$ 51.00	1/EA
79	Airway		O2 MAX BiTrac ED Mask, w/ Neb, Adult MED, w/3-SET Valve, Ohmeda Connector, Fixed Flow	PULMODYNE	313-7556XN-1	\$ 41.55	1/EA
80	Airway		O2 MAX BiTrac ED Mask, w/ Neb, Adult MED, w/3-SET Valve, Ohmeda Connector, Fixed Flow 10ea/cs	PULMODYNE	313-7556XN-1	\$ 41.55	1/EA
81	Airway		O2 MAX BiTrac ED Mask/Head Strap, Adult LG, w/3-SET Valve, DISS Connect, Fixed Flow w/4 inch O2 Hose	CURAPLEX BY BOUND TREE	677556	\$ 47.50	1/EA
82	Airway		O2 MAX BiTrac ED Mask/Head Strap, Adult MED, w/3-SET Valve, DISS Connect, Fixed Flow w/4 in O2 Hose	PULMODYNE	313-7556X-1	\$ 41.25	1/EA
83	Airway		Oxygen Regulator, CGA540, Nut and Nipple Inlet, 50 psi	WESTERN ENTERPRISES	M1A-540-P	\$ 77.00	1/EA
84	Airway		Pressure Gauge Only, Oxygen, 2.0 in OD, Bottom Port, 1/4 NPT, 4000psi, Chrome	WESTERN ENTERPRISES	MG-C2	\$ 17.19	1/EA
85	Airway		Quick Connect Coupler, Oxygen, Ohmeda x DISS Hex Nut	BAY CORPORATION	OH-116-9	\$ 23.42	1/EA
86	Airway		Russell Pneumofix Decompression Needle, 12 ga	Prometheus Medical Technologies, Ltd.	PDF112	\$ 31.99	1/EA
87	Airway		STAT-O-SEAL CYLINDER GASKET BRASS WITH RUBBER CENTER	ALLIED HEALTHCARE PRODUCTS INC	86060-BR	\$ 0.98	1/EA
88	Airway		UEScope 2 Blade Size D0	UE MEDICAL DEVICES INC.	010-3001	\$ 40.65	1/EA
89	Airway		UEScope 2 Blade Size D1	UE MEDICAL DEVICES INC.	010-3010	\$ 40.65	1/EA

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90	Airway UEScope 2 Blade Size D2	2146-03020	Single Use Blade Size D2 for UESCOPE 2	UE MEDICAL DEVICES INC.	010-3020	\$ 40.65	1/EA
91	Airway UEScope 2 Blade Size D3	2146-03030	Single Use Blade Size D3 for UESCOPE 2	UE MEDICAL DEVICES INC.	010-3030	\$ 40.65	1/EA
92	Airway UEScope 2 Blade Size D4	2146-03040	Single Use Blade Size D4 for UESCOPE 2	UE MEDICAL DEVICES INC.	010-3040	\$ 40.65	1/EA
93	Airway UEScope 2 V1460 Kit	2146-01200	UEScope 2 V1460 Starter Kit	UE MEDICAL DEVICES INC.	460-1200	\$ 1,600.00	1/EA
94	Airway VixOne Small Volume Nebulizer or equivalent	A911203	VixOne Nebulizer w/Mouthpiece, Tee, Flex Hose, and 7 Foot Kink Resistant Tubing	WESTMED, INC.	0210	\$ 0.95	1/EA
95	Bandaging/Sp linting ABDOMINAL PADS STERILE 8 IN X 10 IN	1212-12111	Curaplex Abdominal Combine Dressing, Sterile, 8in x 10in	CURAPLEX BY BOUND TREE	1212-12111	\$ 3.40	20/BX
96	Bandaging/Sp linting BANDAGE ROLL STERILE 2 1/4 IN 96EA/CS KERLUX	150030	Kerlix Gauze Bandage Roll, Sterile, Soft Pouch, Small, 2.25inch x 3.0 yards	CARDINAL HEALTH	6720-	\$ 0.75	1/EA
97	Bandaging/Sp linting Bandage, Multi-Trauma Dressing, 10 in x 30 in, Sterile, 25ea/cs	16353	Curaplex Multi-Trauma Dressing, 12inch x 30inch, Sterile	CURAPLEX BY BOUND TREE	STORM-GZM00150	\$ 0.78	1/EA
98	Bandaging/Sp linting Board splint, padded, 3x18 in. long, orange vinyl cover	660012	Splint, Padded Board, 3inch x 15inch, Orange Vinyl Cover	DMS	60015	\$ 2.45	1/EA
99	Bandaging/Sp linting Board splint, padded, 3x36in long, orange vinyl cover	660013	Splint, Padded Board, 3inch x 36inch, Orange Vinyl Cover	DMS	60036M	\$ 4.15	1/EA
100	Bandaging/Sp linting Board splint, padded, 3x54in long, orange vinyl cover	660014	Splint, Padded Board, 3inch x 54inch, Orange Vinyl Cover	DMS	60054M	\$ 5.55	1/EA
101	Bandaging/Sp linting Combat Application Tourniquet (CAT) Tactical Black, Gen 7, One-handed Tourniquet - Windlass System	1880-13022	Combat Application Tourniquet (CAT), One-handed Tourniquet Utilizing Windlass System, Tactical Black	NORTH AMERICAN RESCUE PRODUCTS	3D-0001	\$ 24.70	1/EA
102	Bandaging/Sp linting Cohesive Elastic Bandage 2in (Blue)	1121-36571	Curaplex Cohesive Elastic Bandage, 2in, Blue	CURAPLEX BY BOUND TREE	1121-36571	\$ 16.55	36/BX
103	Bandaging/Sp linting Cohesive Elastic Bandage 3in (Blue)	1121-36572	Curaplex Cohesive Elastic Bandage, 3in, Blue	CURAPLEX BY BOUND TREE	1121-36572	\$ 15.90	24/BX
104	Bandaging/Sp linting Conforming stretch bandage, gauze, 3 in., non-sterile, clean wrap or equivalent	1121-36559	Curaplex Conforming Stretch Gauze Bandage, Non-Sterile, 3in, 12in/bg 8bg/cs	CURAPLEX BY BOUND TREE	1121-36559	\$ 0.80	12/BG
105	Bandaging/Sp linting CONT SHARPS SHAFT 6.37"x1.22" TRANSPORTABLE CLEAR or equivalent	64250	Curaplex Sharps Solo	CURAPLEX BY BOUND TREE	BT-64250	\$ 1.25	1/EA
106	Bandaging/Sp linting Curaplex Alcohol Prep Pad, Large, Sterile 100/BX or equivalent	1330-86100	Curaplex Sterile Alcohol Prep Pads, Large	CURAPLEX BY BOUND TREE	1330-86100	\$ 1.60	100/BX
107	Bandaging/Sp linting Curaplex Alcohol Prep Pad, Medium, Sterile 200/BX or equivalent	1330-85300	Curaplex Sterile Alcohol Prep Pad, Medium	CURAPLEX BY BOUND TREE	1330-85300	\$ 1.52	200/BX
108	Bandaging/Sp linting Curaplex Backboard Strap, Blue, 5 ft, Side Release Buckle, Loop Lock, Polypropylene or equivalent	16685	Curaplex Backboard Strap, Side Release Buckle, 2 Piece w/ Loop Lock, Polypropylene, Blue, 5 feet	CURAPLEX BY BOUND TREE	BB STRAP BLUE (ND) DO NOT CUT	\$ 2.35	1/EA
109	Bandaging/Sp linting Curaplex Bandage, Cohesive, 2 in., non-sterile, blue, self adhesive wrap or equivalent	1121-36572	Curaplex Cohesive Elastic Bandage, 3in, Blue	CURAPLEX BY BOUND TREE	1121-36572	\$ 16.45	24/BX
110	Bandaging/Sp linting Curaplex Blanket, Navy Blue, Fleece, 60 in x 90 in, 10ea/cs or equivalent	17100M5	Curaplex Blanket, Fleece, 60inch x 90inch, Navy Blue	CURAPLEX BY BOUND TREE	17100M5	\$ 3.50	1/EA
111	Bandaging/Sp linting Curaplex Fluff Bandage Roll 4.5"x4.1yds, 6ply, Sterile, 1000/cs	1121-36645	Curaplex Fluff Bandage Roll, 6ply, Sterile, 4.5" by 4.1yd	CURAPLEX BY BOUND TREE	1121-36645	\$ 0.60	1/RL
112	Bandaging/Sp linting Curaplex Head Immobilizer, Adult, incl Head and Chin Straps, 20ea/cs	3141-91010	Curaplex Instant Head Immobilizer, Adult	CURAPLEX BY BOUND TREE	BT-91010	\$ 3.12	1/EA
113	Bandaging/Sp linting Curaplex Hot Pack - Small - 5in x 5in or equivalent	1432-56000	Curaplex Hot Pack, Small	CURAPLEX BY BOUND TREE	H5050	\$ 0.22	1/EA
114	Bandaging/Sp linting Curaplex Stop the Bleed, Basic Kit Vacuum Sealed	8600-STB001B	Curaplex Stop the Bleed&reg;, Basic Kit	CURAPLEX BY BOUND TREE	8600-STB001B	\$ 39.50	1/EA



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115	Bandaging/Sp Curaplex TOCS: Tactical Occlusive Chest Seal, 6 in x 6 in; 2/PK or equivalent	1215-22195	Curaplex TOCS: Tactical Occlusive Chest Seal, Non-Vented	CURAPLEX BY BOUND TREE	1215-22195	\$ 8.95	2/PK
116	Bandaging/Sp Triangular Bandage, Muslin 40 in x 40 in x 56 in or equivalent	1124-32400	Curaplex Triangular Bandage, Muslin, 40in x 40in x 56in	CURAPLEX BY BOUND TREE	1124-32400	\$ 2.85	12/PK
117	Bandaging/Sp Extraction Collar, Ambu Perfit ACE, Adult, Adjustable 16 Settings	3151-03161	Curaplex Extrication Collar, Single Use, Adjustable, 8 Settings, Adult	CURAPLEX BY BOUND TREE	472003000	\$ 3.90	1/EA
118	Bandaging/Sp Extraction Collar, Ambu Perfit ACE, Child, Adjustable	3151-03163	Curaplex Extrication Collar, Single Use, Adjustable, 6 Settings, Mini	CURAPLEX BY BOUND TREE	472004000	\$ 3.90	1/EA
119	Bandaging/Sp Fast Splint Vacuum Large (EMS Econo-Vac) Wrist/Ankle Only	562011	EMS ECONO-VAC Vacuum Splint, Wrist/Ankle Splint	OTHER MANUFACTURER	82-E2010	\$ 19.80	1/EA
120	Bandaging/Sp Fast Splint Vacuum Medium (EMS Econo-Vac) Arm only	562015	EMS ECONO-VAC Vacuum Splint, Arm Only Splint	OTHER MANUFACTURER	82-E2014	\$ 21.88	1/EA
121	Bandaging/Sp Fast Splint Vacuum Small (EMS Econo-Vac) Leg Only	562025	EMS ECONO-VAC Vacuum Splint, Leg Only Splint	OTHER MANUFACTURER	82-E2024	\$ 34.32	1/EA
122	Bandaging/Sp Flex-Air splint, orange, bendable foam and aluminum splint, 4 in. x 36 in. rolled or equivalent	533-MS-SPLINT	Flex-Air Splint, Bendable Foam and Aluminum, Orange, 36inch x 4inch, Rolled	MEDSOURCE INTERNATIONAL	MS-SPLINT	\$ 5.15	1/EA
123	Bandaging/Sp GAUZE SPONGE STERILE 12 PLY 4 IN X 4 IN 2/PK 25PK/TR	1212-12102	Curaplex Sterile Gauze Pad, Woven, 12-ply, 4in x 4in	CURAPLEX BY BOUND TREE	1212-12102	\$ 4.80	100/BX
124	Bandaging/Sp Gauze sponge, basic economy, 4 in x 4 in, 8 ply, non-sterile, 200/bg 20bg/cs	1212-12105	Curaplex Non-Sterile Gauze Sponge, Woven, 12-ply, 4in x 4in	CURAPLEX BY BOUND TREE	1212-12105	\$ 3.65	200/BG
125	Bandaging/Sp Head Immobilizer Rolled (Adult)	3141-91010	Curaplex Instant Head Immobilizer, Adult	CURAPLEX BY BOUND TREE	81-91010	\$ 3.03	1/EA
126	Bandaging/Sp Head Immobilizer Rolled (Child)	3141-91012	Curaplex Instant Head Immobilizer, Child	CURAPLEX BY BOUND TREE	81-91012	\$ 3.03	1/EA
127	Bandaging/Sp Halo Vent 2PK 200PK/CS (1 vented and 1 non vented in PK) or equivalent	1215-12161	*SEE NOTES* Halo Seal 2PK 200PK/CS	MEDICAL DEVICES, INC.	1216-10000	\$ 13.42	2/PK
128	Bandaging/Sp HyFin Vent Chest Seal (Twin Pack)	NAR10-0037	HyFin Vent Chest Seal, Twin Pack	NORTH AMERICAN RESCUE PRODUCTS	10-0037	\$ 13.70	2/PK
129	Bandaging/Sp Instant COLD COMPRESS 6x8 1/4 (24)	1431-66000	Curaplex Cold Pack, Medium, 6.69in x 6.69in	CURAPLEX BY BOUND TREE	C6767	\$ 0.27	1/EA
130	Bandaging/Sp Instant Cold Pack Compress, Large 7in x 7.5in	1431-77000	*Limited Quantity* Curaplex Cold Pack, Large, 7in x 7.5in	CURAPLEX BY BOUND TREE	C7075	\$ 0.31	1/EA
131	Bandaging/Sp Israeli Emergency Bandage, Green 4in	J2704	Israeli Compression Emergency Bandage, 4inch W, Olive Drab	PerSys Medical	FCP-01	\$ 6.00	1/EA
132	Bandaging/Sp Israeli Emergency Bandage, Green 6in	J2700	Israeli Compression Emergency Bandage, 6inch W, Olive Drab	PerSys Medical	FCP-02	\$ 6.31	1/EA
133	Bandaging/Sp Israeli Emergency Bandage, Green 8in	1212-09006	Israeli Emergency Bandage, Abdominal Pad, 12 x 12inch, Military Pad, Blinch W, Olive	PerSys Medical	FCP-09	\$ 11.65	1/EA
134	Bandaging/Sp Paramedic Shears, Blue, 5.5 in	68001	Paramedic Shears, 5.5, Blue	CURAPLEX BY BOUND TREE	182 BLUE	\$ 0.77	1/PR
135	Bandaging/Sp Paramedic Shears, Neon Green, 7.5 in	2811-05528	Curaplex EMS Shears, 7.25in, Green	CURAPLEX BY BOUND TREE	2811-05528	\$ 0.75	1/EA
136	Bandaging/Sp Paramedic Shears, Pink, 7.5 in	2811-05529	Curaplex EMS Shears, 7.25in, Pink	CURAPLEX BY BOUND TREE	2811-05529	\$ 0.75	1/EA
137	Bandaging/Sp Paramedic Shears, Purple, 7.5 in	2811-05531	Curaplex EMS Shears, 7.25in, Purple	CURAPLEX BY BOUND TREE	2811-05531	\$ 0.75	1/EA
138	Bandaging/Sp Paramedic Shears, Red, 5.5 in	68006	Paramedic Shears, 5.5, Red	CURAPLEX BY BOUND TREE	182 RED	\$ 0.75	1/PR
139	Bandaging/Sp Paramedic Shears, Red, 7.5 in	2811-05526	Curaplex EMS Shears, 7.25in, Red	CURAPLEX BY BOUND TREE	2811-05526	\$ 0.75	1/EA

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140	Bandaging/Sp litting Paramedic Shears, Yellow, 5.5 In	68008		CURAPLEX BY BOUND TREE	182-YELLOW	\$ 0.75	1/PR
141	Bandaging/Sp litting Pediatric/Infant Immobilization Board	36111		CURAPLEX BY BOUND TREE	STORM-PIBS	\$ 85.00	1/EA
142	Bandaging/Sp litting Perfit Ace Extrication Collar Adult	260281		AMBU	000281000	\$ 3.20	1/EA
143	Bandaging/Sp litting Perfit Ace Extrication Collar pediatric	260280		AMBU	000281106	\$ 3.20	1/EA
144	Bandaging/Sp litting QuickClot EMS Rolled Gauze, 3 inch x 48 inch, Sterile, White, Nonwoven w/Kaolin	1214-00572		Z-MEDICA LLC	572	\$ 18.55	1/EA
145	Bandaging/Sp litting SAM Pelvic Sling II	665566		SAM MEDICAL	PS301-OB-EN	\$ 62.55	1/EA
146	Bandaging/Sp litting SWAT-TOURNIQUET, TACTICAL BLACK	G1092		H & H MEDICAL CORPORATION	SWAT-T BLK-CA	\$ 8.55	1/EA
147	Bandaging/Sp litting TAPE ADHESIVE CLOTH 1 IN X 10 YARDS	1110-14007		CURAPLEX BY BOUND TREE	1841-14007	\$ 7.90	12/8X
148	Bandaging/Sp litting TAPE ADHESIVE CLOTH 3 IN X 10 YARDS	1110-14009		CURAPLEX BY BOUND TREE	1841-14009	\$ 7.90	4/8X
149	Bandaging/Sp litting VACUUM MATTRESS DELUXE WITH 6 HANDLES CARRY CASE AND LARGE PUMP EVAC-U-SPLINT	MT90001		CURAPLEX BY BOUND TREE	MT90001	\$ 857.50	1/EA
150	Bandaging/Sp litting Vacuum Splint, EVAC-U-SPLINT, Large Extremity	560103		HARTWELL MEDICAL LLC	EV 103	\$ 140.50	1/EA
151	Bandaging/Sp litting Vacuum Splint, EVAC-U-SPLINT, Medium Extremity	560102		HARTWELL MEDICAL LLC	EV 102	\$ 99.90	1/EA
152	Bandaging/Sp litting Vacuum Splint, EVAC-U-SPLINT, Small Extremity	560101		HARTWELL MEDICAL LLC	EV 101	\$ 75.00	1/EA
153	Control/Clean ing BIOHAZARD BAG RED 7-10 GAL 23 X 23 1.2MIL 500/CS	290116		MEDEGEN MEDICAL PRODUCTS	F116	\$ 0.09	1/EA
154	Control/Clean ing Cleaning agent that will kill COVID 19 (Spray bottle)	1061-82830		ESSENDANT	30828	\$ 6.90	1/EA
155	Control/Clean ing Cleaning agent that will kill COVID 19 (wipes cannister)	1061-100		METREX RESEARCH CORPORATION	13-1100	\$ 9.25	160/78
156	Control/Clean ing Clorox Healthcare Hydrogen Peroxide Wipes Tub 95	1061-82403		ESSENDANT	CLO30824	\$ 47.77	6/CS
157	Control/Clean ing Clorox Healthcare Hydrogen Peroxide Green Label Disinfectant Cleaner Spray Bottle, 32oz	1061-82830		ESSENDANT	30828	\$ 7.55	1/EA
158	Control/Clean ing CONT SHARPS SHAFT 6.37"x1.22" TRANSPORTABLE CLEAR or equivalent	64250		CURAPLEX BY BOUND TREE	BT-64250	\$ 1.79	1/EA
159	Control/Clean ing Curaplex Infection Control Kit, Latex Free, Incl Gloves, Gown, Mask w/Shield, Alcohol Wipe, BioBag or equivalent	670202-KIT		CURAPLEX BY BOUND TREE	670202-KIT	\$ 9.55	1/EA
160	Control/Clean ing GERMICIDAL SOLUTION 32 OZ BOTTLE 6/CS SANIZIDE 34810	R3127		SAFETEC	34810	\$ 8.15	1/EA



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Line ID	City of Midlothian Item Description	Bound Tree Medical Item #	Bound Tree Medical Item Description	Vendor Name	Vendor Item #	Quoted Price	Selling UOM
161	Infection Control/Clean ing Gloves, ApexPro LC 100, 2XL, Nitrile, Powder Free, White Exterior/Black Interior, 12 in 90/bx 10bx/c	1015-11205	APEXPro LC 100 Exam Gloves, Nitrile, Powder Free, White Exterior, Black Interior, 12inch, 2XL	ANSELL HEALTHCARE PRODUCTS LLC	AP12-5	\$ 17.75	90/BX
162	Infection Control/Clean ing Gloves, ApexPro LC 100, LG, Nitrile, Powder Free, White Exterior/Black Interior, 12 in 100/bx 10bx/c	1015-11203	APEXPro LC 100 Exam Gloves, Nitrile, Powder Free, White Exterior, Black Interior, 12inch, LG	ANSELL HEALTHCARE PRODUCTS LLC	AP12-3	\$ 17.75	100/BX
163	Infection Control/Clean ing Gloves, ApexPro LC 100, MED, Nitrile, Powder Free, White Exterior/Black Interior, 12 in 100/bx 10bx/c	1015-11202	APEXPro LC 100 Exam Gloves, Nitrile, Powder Free, White Exterior, Black Interior, 12inch, MED	ANSELL HEALTHCARE PRODUCTS LLC	AP12-2	\$ 17.75	100/BX
164	Infection Control/Clean ing Gloves, ApexPro LC 100, SM, Nitrile, Powder Free, White Exterior/Black Interior, 12 in 90/bx 10bx/c	1015-11201	APEXPro LC 100 Exam Gloves, Nitrile, Powder Free, White Exterior, Black Interior, 12inch, SM	ANSELL HEALTHCARE PRODUCTS LLC	AP12-1	\$ 17.75	100/BX
165	Infection Control/Clean ing Gloves, ApexPro LC 100, XL, Nitrile, Powder Free, White Exterior/Black Interior, 12 in 100/bx 10bx/c	1015-11204	APEXPro LC 100 Exam Gloves, Nitrile, Powder Free, White Exterior, Black Interior, 12inch, XL	ANSELL HEALTHCARE PRODUCTS LLC	AP12-4	\$ 17.75	100/BX
166	Infection Control/Clean ing Gloves, Supreno EC, 3XL, Nitrile, Powder Free, Extended Cuff, 50 Box	290330	Microflex Supreno EC Gloves, Nitrile, Powder Free, Textured, Extended Cuff, 11.6inch, 3XL	ANSELL HEALTHCARE PRODUCTS LLC	SEC-375-3XL	\$ 8.70	50/BX
167	Infection Control/Clean ing Gloves, Supreno EC, LG, Nitrile, Powder Free, Extended Cuff, 50 Box	290327	Microflex Supreno EC Gloves, Nitrile, Powder Free, Textured, Extended Cuff, 11.6inch, LG	ANSELL HEALTHCARE PRODUCTS LLC	SEC-375-L	\$ 8.70	50/BX
168	Infection Control/Clean ing Gloves, Supreno EC, MED, Nitrile, Powder Free, Extended Cuff, 50 Box	290326	Microflex Supreno EC Gloves, Nitrile, Powder Free, Textured, Extended Cuff, 11.6inch, MED	ANSELL HEALTHCARE PRODUCTS LLC	SEC-375-M	\$ 8.70	50/BX
169	Infection Control/Clean ing Gloves, Supreno EC, SM, Nitrile, Powder Free, Extended Cuff, 50 Box	290325	Microflex Supreno EC Gloves, Nitrile, Powder Free, Textured, Extended Cuff, 11.6inch, SM	ANSELL HEALTHCARE PRODUCTS LLC	SEC-375-S	\$ 8.70	50/BX
170	Infection Control/Clean ing Gloves, Supreno EC, XL, Nitrile, Powder Free, Extended Cuff, 50 Box	290328	Microflex Supreno EC Gloves, Nitrile, Powder Free, Textured, Extended Cuff, 11.6inch, XL	ANSELL HEALTHCARE PRODUCTS LLC	SEC-375-XL	\$ 8.70	50/BX
171	Infection Control/Clean ing Gloves, Supreno EC, XS, Nitrile, Powder Free, Extended Cuff, 50 Box	290324	Gloves, Supreno EC, XS, Nitrile, Powder Free, Textured, High Risk, Extended Cuff 50/bx	ANSELL HEALTHCARE PRODUCTS LLC	SEC-375-XS	\$ 8.70	50/BX
172	Infection Control/Clean ing Gloves, Supreno EC, 2XL, Nitrile, Powder Free, Extended Cuff, 50 Box	290328	Microflex Supreno EC Gloves, Nitrile, Powder Free, Textured, Extended Cuff, 11.6inch, XL	ANSELL HEALTHCARE PRODUCTS LLC	SEC-375-XL	\$ 8.70	50/BX
173	Infection Control/Clean ing HAND CLEANSER FOAMING ALCOHOL BASED 9 OZ 24/CS ALCARE PLUS or equivalent	209936	Alcare Plus, Foamed Alcohol Degermer, 9oz	Steris / Debmed / Alcare	639936	\$ 5.79	1/EA
174	Infection Control/Clean ing Hand sanitizer waterless, A.B.H.C., citrus scent, 4 oz bottle with aloe	768-18350EA	(a.b.h.c.) Instant Hand Sanitizer, Citrus Scent, Squeeze Bottle, 4oz	SAFETEC	*TEMP DC 18350	\$ 1.75	1/EA
175	Infection Control/Clean ing Hand sanitizer waterless, A.B.H.C., fresh scent, 4 oz Bottle with aloe.	R3119	(a.b.h.c.) Instant Hand Sanitizer, Fresh Scent, Squeeze Bottle, 4oz	SAFETEC	17350	\$ 1.75	1/EA
176	Infection Control/Clean ing Hydrogen Peroxide, Topical Solution, 16 oz Bottle.	25711	Hydrogen Peroxide, Topical Solution, 16 oz Bottle	MEDIQUE PRODUCTS	25711	\$ 0.99	1/EA
177	Infection Control/Clean ing Isolation kit, incl impermeable gown, gloves, biohazard bag, mask w/ shield, shoe covers, cap, disp	56-6300	Isolation Kit, Disposable, Complete	MORRISON MEDICAL PRODUCTS	6300	\$ 8.87	1/EA

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178	Infection Control/Clean ing Microdot Bleach Wipes	CS600-12	*MFG B/D * WIPES BLEACH MICRODOT (160/TUB)	Cambridge Sensors USA, LLC	600-12	\$ 10.22	160/TB
179	Infection Control/Clean ing Multi-Purpose Collection Bag with Hook	1071-17367	Curaplex Multi-Purpose Collection Bag with Hook 12/PK 40PK/CS	CURAPLEX BY BOUND TREE	1071-17367	\$ 8.75	12/PK
180	Infection Control/Clean ing Particulate Respirator, N95 Mask, Large Size	1513	N95 1500 Series Respirator Mask, Disposable, Molded Nose Bridge, LG	MOLDEX-METRIC, INC.	1513	\$ 21.99	20/BX
181	Infection Control/Clean ing Particulate Respirator, N95 Mask, Tecnol, Regular Size 35/bx	8618	FLUIDSHIELD N95 Particulate Filter Respirator and Surgical Mask, w/Headband, Orange, Safety Seal Regular	O&M Halyard, Inc	46767	\$ 0.74	1/EA
182	Infection Control/Clean ing Particulate Respirator, N95 Mask, XL Size	1031-46827	FluidShield, N95 Respirator, Small Size 35/BX, 68X/CS	O&M Halyard, Inc	46827	\$ 109.99	35/BX
183	Infection Control/Clean ing Personal Wipes, FireWipes, for Soot Removal, 8 in x 12 in Textured, Disposable 12/bx	1063-20763	FireWipes, Personal Wipes, for Soot Removal, 8in x 12in, Textured, Disposable	FireWipes	FW0207CA	\$ 10.10	12/BX
184	Infection Control/Clean ing SAFETY GLASSES, V20 PURITY, CLEAR ANTI-FOG LENS KIMBERLY CLARK or equivalent	660274	Kimberly Clark V20 Safety Glasses, Clear Anti-Fog Lens	MED PLUS SERVICES USA	25654	\$ 1.95	1/PR
185	Infection Control/Clean ing SCALPEL DISPOSABLE STERILE 11 10EA/BX 4111	400012	Medicut Scalpel, Sterile, Disposable, Size 11	DYNAREX CORPORATION	4111	\$ 0.45	1/EA
186	Infection Control/Clean ing SHARPS CONTAINER IN ROOM RED 5 QUART 12.5 IN X 5.5 IN X10.75 IN 20/CS	1860-08708	Curaplex Sharps Container, Mailbox/Rotating Lid, 10.5in x 3.5in x 10.5in, 5.4 Quart	CURAPLEX BY BOUND TREE	1860-08708	\$ 3.37	1/EA
187	Infection Control/Clean ing SHARPS CONTAINER OLD STYLE SQUARE RED 4.7 QUART 10 IN X 6 IN X 7.75 IN 12/CS	1860-08706	Curaplex Sharps Container, Flat, 10in L x 7in W x 6.75in H, 4 Quart	CURAPLEX BY BOUND TREE	1860-08706	\$ 3.35	1/EA
188	Infection Control/Clean ing SHARPS CONTAINER STACK RED WITH CLEAR LID 1 QUART 6.25 IN H X 4.25 IN D X 4.5 IN	1860-08702	Curaplex Sharps Container, Flip, 3.5in L x 3.5in W x 7in H, 1 Quart	CURAPLEX BY BOUND TREE	1860-08702	\$ 1.15	1/EA
189	Infection Control/Clean ing SLEEVE WHITE GAUNTLET, ELASTIC OPENINGS, 18 IN (arm coverings)	295502	*NON-RETURNABLE* SLEEVE COVERS YELLOW 18 IN 100PAIR/CS	SAFETY TODAY	002501-YPE	\$ 1.47	1/PR
190	Infection Control/Clean ing SPIT SOCK FACE COVER TO PREVENT PATIENT SPITTING	1033-15311	Spit Sock Hood, to Prevent Spitting	STEARNS WEAR	SPIT SOCK WHITE	\$ 3.10	1/EA
191	IV Supplies and Needles Curaplex Dart w/vial adapter kit	670212-KIT	Curaplex Dart w/ Vial Adaptor Kit (3CC Syringe)	CURAPLEX BY BOUND TREE	670212-KIT	\$ 7.55	1/EA
192	IV Supplies and Needles CATHETER INTRAVENOUS (IV) 16 ga x 1 1/4 IN 50/BX	353062	Protectiv Plus IV Catheters, 16ga x 1 1/4inch	SMITHS MEDICAL ASD, INC.	306201	\$ 1.54	1/EA
193	IV Supplies and Needles CATHETER INTRAVENOUS (IV) 18 GAUGE X 1.25 IN 50/BX PROTECTIV PLUS	353065	Protectiv Plus IV Catheters, 18ga x 1 1/4inch	SMITHS MEDICAL ASD, INC.	306501	\$ 1.54	1/EA
194	IV Supplies and Needles CATHETER INTRAVENOUS (IV) 20 GAUGE X 1.25 IN 50/BX PROTECTIV PLUS	353067	Protectiv Plus IV Catheters, 20ga x 1inch	SMITHS MEDICAL ASD, INC.	306701	\$ 1.54	1/EA



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195	IV Supplies and Needles CATHETER INTRAVENOUS (IV) 22 GAUGE X 1 IN 50/BX PROTECTIV PLUS	353060	Protectiv Plus IV Catheters, 22ga x 1inch	SMITHS MEDICAL ASD, INC.	306001	\$ 1.54	1/EA
196	IV Supplies and Needles CATHETER INTRAVENOUS (IV) 24 GAUGE X 0.75 IN 50/BX PROTECTIV PLUS	353063	Protectiv Plus IV Catheters, 24ga x 3/4inch	SMITHS MEDICAL ASD, INC.	306301	\$ 1.54	1/EA
197	IV Supplies and Needles CATHETER INTRAVENOUS (IV) LATEX FREE 20 GAUGE X 1.25 IN 50/BX 200/CS PROTECTIV	353067	Protectiv Plus IV Catheters, 20ga x 1inch	SMITHS MEDICAL ASD, INC.	306701	\$ 1.54	1/EA
198	IV Supplies and Needles Curaplex IV Admin Set, 10 Drop, 83in, Pre-Pierced Y-Site, 51k Nidle-Free Y Site, Rotat Male LL or equivalent	1712-10830	Curaplex I.V. Admin Set, 10 Drop, 83in, Pre-Pierced Y-Site, Sure-Lok Needle-Free Y-Site, Rotating Male Luer Lock	CURAPLEX BY BOUND TREE	108306-CUR	\$ 0.98	1/EA
199	IV Supplies and Needles Curaplex IV Catheter, ClearSafe Comfort, 16 ga x 1 1/4 in, Safety or equivalent	1612-84220	ClearSafe Comfort Safety IV Catheter 16ga x 1.25in	CURAPLEX BY BOUND TREE	MS-84216	\$ 1.42	1/EA
200	IV Supplies and Needles Curaplex IV Catheter, ClearSafe Comfort, 18 ga x 1 1/4 in, Safety or equivalent	1612-84230	ClearSafe Comfort Safety IV Catheter 18ga x 1.25in	CURAPLEX BY BOUND TREE	MS-84218	\$ 1.42	1/EA
201	IV Supplies and Needles Curaplex IV Catheter, ClearSafe Comfort, 20 ga x 1 1/4 in, Safety or equivalent	1612-84240	ClearSafe Comfort Safety IV Catheter 20ga x 1.25in	CURAPLEX BY BOUND TREE	MS-84220	\$ 1.42	1/EA
202	IV Supplies and Needles Curaplex IV Catheter, ClearSafe Comfort, 22 ga x 1 in, Safety or equivalent	1612-84250	ClearSafe Comfort Safety IV Catheter 22ga x 1in	CURAPLEX BY BOUND TREE	MS-84222	\$ 1.42	1/EA
203	IV Supplies and Needles Curaplex IV Catheter, ClearSafe Comfort, 24 ga x 3/4 in, Safety or equivalent	1612-84260	ClearSafe Comfort Safety IV Catheter 24ga x 0.75in	CURAPLEX BY BOUND TREE	MS-84224	\$ 1.42	1/EA
204	IV Supplies and Needles Curaplex IV Guard IV Dressing, Breathable Foam Dressing or equivalent	36002MS	Curaplex IV Guard IV Dressing, Breathable Foam Dressing	CURAPLEX BY BOUND TREE	36002MS	\$ 16.58	100/BX
205	IV Supplies and Needles Curaplex Pressure Infuser, Bag, 1000ml or equivalent	350310	Infu-Stat Disposable Pressure Infuser, 325mm/hg gauge, Disposable, 1000ml	CURAPLEX BY BOUND TREE	301-MTM310EA	\$ 6.78	1/EA
206	IV Supplies and Needles Ext Set, 6 in, w/1 Needleless Connector, Roberts Clamp, Luer Lock on Distal End	1714-83916	Ext Set w/1 Needleless Connector, Roberts Clamp, Luer Lock on Distal End, 6inch	MEDSOURCE INTERNATIONAL	IMS-83091	\$ 0.96	1/EA
207	IV Supplies and Needles Filter Straw 5u Filter 1 3/4 flexible straw	354150	FILTER STRAW, 5 Micron Filter, 1 3/4inch Flexible Straw	B. BRAUN MEDICAL, INC	415021	\$ 0.45	1/EA
208	IV Supplies and Needles IV Admin Set, 10 Drop, 83 in, Needle Free Y site, 1 Luer Connector	1712-10830	Curaplex I.V. Admin Set, 10 Drop, 83in, Pre-Pierced Y-Site, Sure-Lok Needle-Free Y-Site, Rotating Male Luer Lock	CURAPLEX BY BOUND TREE	108306-CUR	\$ 0.88	1/EA
209	IV Supplies and Needles IV Admin Set, Pediatric 83 in, 60 Drop, 1 Y-Site, 1 Valve	1712-60830	Curaplex IV Admin Set, 60Drop, 83in, PP Y-Site, Sure-Lok Nidle-Free Y-Site, Rotat Male LL 1/EA 50EA/CS	CURAPLEX BY BOUND TREE	608306-CUR	\$ 1.07	1/EA
210	IV Supplies and Needles IV Flush Syringe, Normal Saline, 10 ml, Prefilled 12 cc Syringe, Sterile	600-10	Prefilled IV Flush Syringe, Sterile, 10ml Normal Saline, 12ml Syringe	AQUABHITI	2T0806	\$ 0.32	1/EA
211	IV Supplies and Needles IV Start Kit - IV Guard, Lock, Flush, 8in extension, alcohol prep, 2x2	670064-KIT	Curaplex IV Start Kit w/Tegaderm, 8 in Ext Set, 10ml Flush Syr, 2x2 Gauze, Alcohol Prep, LF Tourniquet, Tape	CURAPLEX BY BOUND TREE	670064-KIT	\$ 1.98	1/EA

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212	IV Supplies and Needles Lancets, Unistatik 3 Comfort Safety, 28 ga x 1.8 mm, Single Use, Purple	2764-70728	Curaplex&reg; Safety Lancet, 28 Gauge, Orange	CURAPLEX BY BOUND TREE	SL28G-2764-70728	\$ 6.25	100/BX
213	IV Supplies and Needles Lancets, Unistatik 3 Normal Safety, 23 ga x 1.8 mm, Single Use, Yellow	675-AT1002	Unistatik 3 Normal Safety Lancet, 1.8mm, 23ga, 100/Box	OWEN MUMFORD INC	AT 1002	\$ 17.25	100/BX
214	IV Supplies and Needles Needle Hypodermic, SafetyGlide, 18 ga x 1.5 inch, with shielding mechanism	1641-76618	BD Eclipse Safety Needles, 18ga x 1 1/2inch	BECTON DICKINSON	305766	\$ 22.35	100/BX
215	IV Supplies and Needles Needle Hypodermic, SafetyGlide, 21 ga x 1 inch, with shielding mechanism	62305916	Safety Glide Hypodermic Needle, 25ga x 1inch	Becton Dickinson	305916	\$ 0.40	1/EA
216	IV Supplies and Needles Syringe and Needle, 10cc, 21 ga x 1 1/2 inch	11297	Syringe with Needle, Luer-lock Tip, 3cc, 21ga x 1-1/2in, Deep Green Hub	EXEL INTERNATIONAL, INC.	26107	\$ 0.09	1/EA
217	IV Supplies and Needles Syringe and Needle, EXEL, 1cc Tuberculin, 25 ga x 5/8 inch	11278	Tuberculin Syringe w/ Needle, Luer-Slip, 1cc, 25ga x 5/8in	EXEL INTERNATIONAL, INC.	26044	\$ 0.10	1/EA
218	IV Supplies and Needles Syringe and Needle, EXEL, 1cc Tuberculin, 26 ga x 1/2 inch	30-260408X	Tuberculin Syringe w/ Needle, Luer-Slip, 1cc, 27ga x 1/2in	EXEL INTERNATIONAL, INC.	26040	\$ 10.40	100/BX
219	IV Supplies and Needles Syringe and Safety Needle, BD 3cc LL w/Eclipse 21 ga x 1 in Detachable Needle	625779	Syringe, Detachable Eclipse Needle, 21ga x 1inch, 3cc	BECTON DICKINSON	305779	\$ 0.26	1/EA
220	IV Supplies and Needles Syringe and Safety Needle, BD 5cc LL w/Eclipse 22 ga x 1 in Detachable Needle	C012350	Safety Glide Hypodermic Needle, 23ga x 1 1/2inch	BECTON DICKINSON	305900	\$ 15.90	50/BX
221	IV Supplies and Needles SYRINGE ONLY LUER LOCK 30CC	1633-30430	Syringe Only, Luer Lock, 30cc	B. BRAUN MEDICAL INC	461730MF-02	\$ 0.44	1/EA
222	IV Supplies and Needles SYRINGE ONLY LUER LOCK 60CC	620300	Syringe (Only), Luer Lock w/cap, 50-60cc	EXEL INTERNATIONAL, INC.	26300	\$ 16.12	25/BX
223	IV Supplies and Needles Syringe, Luer Lock, 30-35cc.	1633-29030	Syringe, Luer Lock w/Cap, 30-35cc	EXEL INTERNATIONAL, INC.	26290	\$ 0.42	1/EA
224	IV Supplies and Needles Tourniquet (non latex) individual rolled	1841-14000	Curaplex Tourniquet, Latex Free 1in x 18in, Rolled, Blue	CURAPLEX BY BOUND TREE	1841-14000	\$ 19.98	250/BG
225	IV Supplies and Needles VIAL ACCESS CANNULA 100/BX 10BX/CS INTERLINK LP-15 and Lucas	353367	Interlink Vial Access Cannula, 15ga	BECTON DICKINSON	303367	\$ 0.35	1/EA
226	Supplies 4 WIRE LIMB LEAD WITH 12 LEAD CAPABILITY ECG 8 FT TRUNK CABLE-RT ANGLE CONNECTOR-LP12 LP15	2743-02011	4 WIRE LIMB LEAD WITH 12 LEAD CAPABILITY ECG 8 FT TRUNK CABLE-RT ANGLE CONNECTOR-LP12 LP15	STRYKER	11111-000020	\$ 345.70	1/EA
227	Supplies 6-WIRE PRECORDIAL LEADS FOR A 12-LEAD ECG CABLE FOR LIFEPAK 15	2743-02211	6-Wire Precordial Leads for a 12-Lead ECG Cable	STRYKER	11111-000022	\$ 131.25	1/EA
228	Supplies ECG Chart Paper, Thermal, 108mm, Red Grid, for Physio-Control LP15 or equivalent	2745-10108	Curaplex&reg; ECG Chart Paper, Thermal, 108mm, red grid, for Physio-Control LP11, LP12, LP15	CURAPLEX BY BOUND TREE	LP12	\$ 1.40	1/RL

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229	ECG 12-LEAD SIMULATOR FOR PHYSIO Supplies LP-15 and Lucas	9851-001	CS1201 ECG Code Simulator, 12 Lead, Physio Control Quick Connect	SYMBIO CORP.	9851-001	\$ 657.00	1/EA
230	ECG 12 Lead Trunk Cable, 5ft L, 4 Wire Limb Leads (LP-15) Supplies LP-15 and Lucas	2743-01811	ECG Trunk Cable w/4 Wire Limb Leads, 12 Lead Capability, Rt Angle Connector, 5 ft	STRYKER	11111-000018	\$ 340.00	1/EA
231	Electrodes, BlueSensor R, Adult, Foam 4/PK Supplies LP-15 and Lucas	230004	BlueSensor R Monitoring Electrode, Adult, Stud, Foam Backing, Wet Gel, 4/pk	AMBU	R-00-S/A	\$ 1.43	4/PK
232	Electrodes, BlueSensor SP, Medium Size, Pediatric/Adult 10/PK Supplies LP-15 and Lucas	230005	BlueSensor SP Monitoring Electrode, Midi, Stud, Foam Backing, Wet Gel, 10/pk	AMBU	SP-00-S/10	\$ 2.20	10/PK
233	Electrodes, BlueSensor SP, Medium Size, Pediatric/Adult 4/PK Supplies LP-15 and Lucas	230008	BlueSensor SP Monitoring Electrode, MED, Adult, Pedi Stud, Foam Backing, Wet Gel, 4/pk	AMBU	SP-00-S/4	\$ 0.93	4/PK
234	Electrodes, BlueSensor SP, Medium Size, Pediatric/Adult, Foam 50/pk Supplies LP-15 and Lucas	230500	BlueSensor SP Monitoring Electrode, Midi, Stud, Foam Backing, Wet Gel, 50/pk	AMBU	SP-00-S/50	\$ 9.98	50/PK
235	FILTERLINE SET, NON HUMIDIFIED, INTUBATED, ADULT/PEDIATRIC Supplies LP-15 and Lucas	174620	Microstream Technology Smart CapnoLine FilterLine Set, CO2 Sampling Line, Adult/Pediatric	MEDTRONIC (covidien)	010579	\$ 6.90	1/EA
236	Filterline H Set Supplies LP-15 and Lucas	176324	Microstream Technology Smart CapnoLine FilterLine H Set CO2 Sampling Line, Disposable, Infant/Neonate	MEDTRONIC (covidien)	006324	\$ 12.63	1/EA
237	LIFEPAK 15 Basic Carry Case with right and left pouches Supplies LP-15 and Lucas	2748-00277	Standard Carrying Case, for the LifePak 15	STRYKER	11577-000002	\$ 297.50	1/EA
238	LIFEPAK 15 Carry case back pouch Supplies LP-15 and Lucas	2748-03960	Back Pouch, for LifePak 15 Defibrillator	STRYKER	11260-000039	\$ 77.00	1/EA
239	LIFEPAK 15 Carry case top pouch Supplies LP-15 and Lucas	230267	Top Pouch for LifePak 12 and LifePak 15 Case	STRYKER	11220-000028	\$ 56.25	1/EA
240	LIFEPAK 15 Shoulder Strap Supplies LP-15 and Lucas	2526-57701	Shoulder Strap, for LifePak 15 Defibrillator Case	STRYKER	11577-000001	\$ 35.83	1/EA
241	LUCAS Hard Shell Carrying Case Supplies LP-15 and Lucas	2530-81000	Lucas Hard Shell Carrying Case	STRYKER	11576-000094	\$ 424.50	1/EA
242	Lucas Patient Straps Supplies LP-15 and Lucas	4510-57650	Lucas 2 Patient Strap 1 pair	STRYKER	11576-000050	\$ 92.73	1/PR
243	LUCAS, Stabilization Strap for Lucas 1, 2, and 3 Supplies LP-15 and Lucas	4510-57651	Lucas 2 Patient Strap 3 pair/pack	STRYKER	11576-000051	\$ 245.45	3/PK
244	LUCAS Suction Cups, for LUCAS 2 and 3 Disposable 3/pk Supplies LP-15 and Lucas	4510-04676	Lucas 2 Suction Cups, Disposable, 3/pack	STRYKER	11576-000046	\$ 125.90	3/PK
245	LUCAS Supplies	4510-04676	Lucas 2 Suction Cups, Disposable, 3/pack	STRYKER	11576-000046	\$ 125.90	3/PK



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Line ID	City of Midlothian Item Description	Bound Tree Medical Item #	Bound Tree Medical Item Description	Vendor Name	Vendor Item #	Quoted Price	Selling Unit
246	LP-15 and Lucas Supplies	4510-04676	Lucas 2 Suction Cups, Disposable, 3/pack	STRYKER	11576-000046	\$ 125.90	3/PK
247	LP-15 and Lucas Supplies	2743-02406	Masimo SET Rainbow Compatible Cable, 4 ft	MASIMO	2406	\$ 94.35	1/EA
248	LP-15 and Lucas Supplies	2712-04971	Masimo Rainbow DCI Adult Reusable SpO2, SpCO, SpMet Sensor, 3ft, for use with RC Patient Cable	STRYKER	11171-000049	\$ 557.75	1/EA
249	LP-15 and Lucas Supplies	2743-02069	Masimo Rainbow, DCIP Pediatric Reusable SpO2, SpCO, SpMet Sensor, 3ft for use with RC Patient Cable	MASIMO	2069	\$ 779.00	1/EA
250	LP-15 and Lucas Supplies	2750-57711	Mobile Battery Charger (Physio) Includes AC and DC power cords	STRYKER	11577-000011	\$ 1,889.47	1/EA
251	LP-15 and Lucas Supplies	16384	Multi-Function Defib Pads, Physio-Control Adult/Child or equivalent	CURAPLEX BY BOUND TREE	6600205H	\$ 15.55	1/PR
252	LP-15 and Lucas Supplies	16384	Multi-Function Defib Pads, Physio-Control Pediatric/Infant or equivalent	CURAPLEX BY BOUND TREE	6600205H	\$ 15.55	1/PR
253	LP-15 and Lucas Supplies	2615-63501	NIBP Cuff-Reusable, Adult	SPACELABS HEALTHCARE	US2635HP-05	\$ 13.28	1/EA
254	LP-15 and Lucas Supplies	2615-37003	NIBP Cuff-Reusable, Child	SPACELABS HEALTHCARE	US1320HP-05	\$ 8.95	1/EA
255	LP-15 and Lucas Supplies	2615-81409	NIBP Cuff-Reusable, Infant	SPACELABS HEALTHCARE	US0814HP-05	\$ 7.95	1/EA
256	LP-15 and Lucas Supplies	2615-24212	NIBP Cuff-Reusable, Large Adult	SPACELABS HEALTHCARE	US3242HP-05	\$ 14.95	1/EA
257	LP-15 and Lucas Supplies	2615-82619	NIBP Cuff-Reusable, Small Adult	SPACELABS HEALTHCARE	US1826HP-05	\$ 10.35	1/EA
258	LP-15 and Lucas Supplies	2613-28148	NIBP Tubing Coiled (Physio)	STRYKER	21300-008148	\$ 82.25	1/EA
259	LP-15 and Lucas Supplies	2746-11541	REDI-Charge Base	STRYKER	11141-000115	\$ 1,389.90	1/EA
260	LP-15 and Lucas Supplies	2712-04126	SENSOR, MASIMO LNCs ADTX, ADULT 18 IN ADHESIVE DISPOSABLE SPO2, GREATER THAN 30KG	MASIMO	1859	\$ 12.92	1/EA
261	LP-15 and Lucas Supplies	2712-03911	Sensors, Masimo SET M-LNCs Adult, Adhesive, Disp, for use w/RC (Rainbow or SpO2 only) Pt Cable	STRYKER	11171-000039	\$ 13.90	1/EA
262	LP-15 and Lucas Supplies	2712-41171	Sensors, Masimo SET M-LNCs, Infant, Adh, Disp, for use w/RC (Rainbow or SpO2 only) Pt Cable	STRYKER	11171-000041	\$ 18.18	1/EA

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263	Supplies Lucas LP-15 and Lucas LP-15 and	2712-40171	Sensors, Masimo SET M-LNCS, Pediatric, Adh, Disp, for use w/RC (Rainbow or SpO2 only) Pt Cable	STRYKER	11171-000040	\$ 14.78	1/EA
264	Supplies Lucas LP-15 and Lucas LP-15 and	2712-51418	Sensor, Masimo M-LNCS Neonatal/Adult Single Use Adhesive SpO2 sensor	MASIMO	2514	\$ 15.83	1/EA
265	Supplies Lucas LP-15 and Lucas LP-15 and	2712-25071	Sensors, Masimo M-LNCS DB1 Adult Reusable Soft SpO2 sensor	MASIMO	2507	\$ 197.15	1/EA
266	Supplies Lucas LP-15 and Lucas LP-15 and	2712-25010	Sensors, Masimo M-LNCS DCI Adult Reusable SpO2	MASIMO	2501	\$ 179.50	1/EA
267	Supplies Lucas LP-15 and Lucas LP-15 and	2712-25020	Sensor, Masimo M-LNCS DCIP Pediatric Reusable SpO2 sensor	MASIMO	2502	\$ 189.45	1/EA
268	Supplies Lucas LP-15 and Lucas LP-15 and	2712-26963	Sensor, Masimo Rainbow DCI Adult Reusable Sensor	MASIMO	2696	\$ 675.90	1/EA
269	Supplies Lucas LP-15 and Lucas LP-15 and	177268	SMART CAPNOLINE PLUS NON INTUBATED, ORAL NASAL W/O2 TUBING, ADULT/INTERMEDIATE 100/BX	MEDTRONIC (covidien)	010210	\$ 8.88	1/EA
270	Supplies Lucas LP-15 and Lucas LP-15 and	177669	SMART CAPNOLINE, PEDIATRIC, NON INTUBATED, ORAL NASAL W/OXYGEN TUBING 25/BX	MEDTRONIC (covidien) SAGENT	007269	\$ 10.70	1/EA
271	Medications	0301-68	Adenosine 12mg Syringe	PHARMACEUTICALS, INC.	0301-68	\$ 265.50	10/BX
272	Medications	0651-04	Adenosine 12MG vial	OTHER MANUFACTURER	605104	\$ 106.80	10/BX
273	Medications	0301-67	Adenosine 6mg Syringe	PHARMACEUTICALS, INC.	0301-67	\$ 175.25	10/BX
274	Medications	0542-02	Adenosine 6mg Vial	CARDINAL HEALTH-PHARMA	4391611	\$ 21.40	10/BX
275	Medications	379501	ALBUTEROL 2.5MG, 0.83MG/ML, 3ML UNIT DOSE, INDIVIDUALLY WRAPPED 30/BX	NEPHRON PHARMACEUTICALS CORP	9501-01	\$ 5.48	30/BX
276	Medications	0616-03	AMIODARONE 150MG 3ML VIAL	OTHER MANUFACTURER	63323-0616-03	\$ 42.50	25/PK
277	Medications	911316	Aspirin 81mg Chewable, Orange Flavor 36/Bottle	GERI-CARE (HOSPIRA)	911-316	\$ 0.74	36/BT
278	Medications	374911	ATROPINE 1MG 10ML LIFESHIELD SYRINGE 1006A	IMS LIMITED	0409491134	\$ 125.25	10/BX
279	Medications	371006	ATROPINE 1MG 10ML LUER JET 1006B	IMS LIMITED	7632933391	\$ 107.75	10/PK
280	Medications	371006	ATROPINE 1MG 10ML	IMS LIMITED	7632933391	\$ 107.75	10/PK
281	Medications	371631	CALCIUM CHLORIDE 1GM 10ML LIFESHIELD SYRINGE	PFIZER INC. (HOSPIRA)	0409492834	\$ 112.70	10/BX
282	Medications	4928-01	CALCIUM CHLORIDE 1GM 10ML (IMS)	HF Acquisition CO, LL (HealthFirst)	1000100	\$ 15.22	1/EA

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283	Medications	373304	CALCIUM CHLORIDE 1GM 10ML LUERJET	IMS LIMITED	7632933041	\$ 110.15	10/BX
284	Medications	373304	Calcium Chloride 1gm, 10ml Luer Jet 10108	IMS LIMITED	7632933041	\$ 111.42	10/BX
285	Medications	0001-05	Certa Dose Epinephrine Convenience Kit	CERTA DOSE - SPECIALTY PHARM SVC	CD-EPI-005	\$ 96.75	1/EA
286	Medications	377515	DEXTROSE 50% 25GM, 50ML ANSYR SYRINGE 1013C	PFIZER INC.	0409751716	\$ 108.70	10/BX
287	Medications	373301	DEXTROSE 50% 25GM, 50ML LUER JET 1013B	IMS LIMITED	7632933011	\$ 152.70	10/PK
288	Medications	7520-20	Dextrose D10 250cc	B. BRAUN MEDICAL, INC	L5202	\$ 2.72	1/EA
289	Medications	6013-10	Diltiazem, 25mg, 5ml Vial *Refrigerate*	Hikma Pharmaceuticals USA Inc	0641601310	\$ 35.15	10/BX
290	Medications	1000700	DIPHENHYDRAMINE 50MG/ML 1ML SDV 2035 - BENADRYL	HF Acquisition CO, LL	1000700	\$ 4.35	1/EA
291	Medications	374921	Epinephrine 1:10000 1MG 10ML LIFESHIELD SYRINGE 1019A	PFIZER INC.	0409492134	\$ 61.15	10/BX
292	Medications	374921	Epinephrine 1:10000, 1mg, 10ml	PFIZER INC.	0409492134	\$ 61.15	10/BX
293	Medications	373316	Epinephrine 1:10000, 1mg, 10ml Luer Jet 1019B	IMS LIMITED	7632933161	\$ 95.75	10/PK
294	Medications	0159-25EA	Epinephrine 1:1000	CARDINAL HEALTH RX	995914	\$ 465.75	25/PK
295	Medications	379094	Fentanyl 100mg/1ml vial	PFIZER INC.	0409909422	\$ 32.80	25/BX
296	Medications	0593-03	Glucagon 1mg, 1ml vial kit with 1ml Sterile Water	OTHER MANUFACTURER	63323-0593-03	\$ 147.50	1/EA
297	Medications	000002145001	Glucagon, 1mg Lily Red Kit	CARDINAL HEALTH-PHARMA	2858090	\$ 349.50	1/EA
298	Medications	662248	Glucose Gel, 15 gm, Strawberry Flavor 3/pk (Transcend)	LIFE NUTRITION LLC	6379	\$ 3.55	3/PK
299	Medications	LN7637	Glucose Gel, 15gm, Orange Flavor 3/pk (Transcend)	LIFE NUTRITION LLC	7637	\$ 3.55	3/PK
300	Medications	373474	HALOPERIDOL 5MG 1ML VIAL	OTHER MANUFACTURER	437401 (25/PK)	\$ 187.70	25/PK
301	Medications	AB2723-01C	Heparin 5000u/1ml vial	PFIZER INC.	0409-2723-01	\$ 34.90	25/BX
302	Medications	7620-03	Heparin pre-mixed 250 or 500cc bag	PFIZER INC.	0409762003	\$ 74.75	18/CS
303	Medications	379801	IPRATROPIUM BROMIDE 0.02%, 0.5MG/2.5ML INDIVIDUALLY WRAPPED	NEPHRON PHARMACEUTICALS CORP	9801-01	\$ 5.90	30/BX
304	Medications	600-10	IV Flush Syringe, Normal Saline, 10 ml, Prefilled 12 cc Syringe, Sterile	AQUABIUTI	270806	\$ 0.33	1/EA
305	Medications	1921-16217	IV Solution, Dextrose 10% 250ml Bag 36ea/cs Baxter	BAXTER HEALTHCARE DMG	280162Q	\$ 5.52	1/EA



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Line ID	City of Midlothian Item Description	Bound Tree Medical Item #	Bound Tree Medical Item Description	Vendor Name	Vendor Item #	Quoted Price	Units/Box
306	Medications		IV Solution, Dextrose 10% 250ml Bag 36ea/cs Bbraun	B. BRAUN MEDICAL, INC	L5202	\$ 2.66	1/EA
307	Medications		IV Solution, Sodium Chloride 0.9% 1000ml Bag 12ea/cs E8000	B. BRAUN MEDICAL, INC	L8000	\$ 2.40	1/EA
308	Medications		IV Solution, Sodium Chloride 0.9% 1000ml Bag 14ea/cs	BAXTER HEALTHCARE	281324X	\$ 4.12	1/EA
309	Medications		IV Solution, Sodium Chloride 0.9% 250ml Bag 24ea/cs Bbraun L8002	DMG	L8002	\$ 2.50	1/EA
310	Medications		IV Solution, Sodium Chloride 0.9% 250ml Bag 36ea/cs Baxter 281322Q	BAXTER HEALTHCARE	281322Q	\$ 3.25	1/EA
311	Medications		IV Solution, Sodium Chloride 0.9% 500ml Bag 24ea/cs Bbraun L8001	B. BRAUN MEDICAL, INC	L8001	\$ 2.44	1/EA
312	Medications		Ketamine 50mg/ml, 10ml Vial	PFIZER INC.	0409205310	\$ 41.70	10/BOX
313	Medications		LIDOCAINE 2% 100MG 5ML LUER JET 10268 or equivalent	(HOSPIRA)	7632933901	\$ 61.70	10/PK
314	Medications		Furosemide 40mg vial	IMS LIMITED	0409610204	\$ 89.52	25/BOX
315	Medications		Furosemide 40mg syringe	PFIZER INC.	0409963104	\$ 110.10	10/BOX
316	Medications		Magnesium Sulfate 50% 5gm, 10ml vial	PFIZER INC.	064-11	\$ 54.35	25/BOX
317	Medications		Midazolam 10mg/2ml vial	MANUFACTURER (HOSPIRA)	0409230802	\$ 14.50	10/BOX
318	Medications		Morphine 10mg/1ml vial	Hikma Pharmaceuticals USA	0641612725	\$ 65.25	25/BOX
319	Medications		Morphine 4mg/1ml carpuject	PFIZER INC. (HOSPIRA)	0409189101	\$ 22.50	10/BOX
320	Medications		NALOXONE 2MG 2ML LUER JET 10298	IMS LIMITED	7632933691	\$ 320.00	10/CS
321	Medications		Nitroglycerin 0.4mg Tabs 25 per bottle	CARDINAL HEALTH-PHARMA	5267174	\$ 80.75	100/BOX
322	Medications		NitroMist 400 mcg Spray, 4.1 gm Bottle, 90 metered doses	McKesson C/O EVIUS	0430-04	\$ 133.00	1/EA
323	Medications		Norepinephrine 4mg, 4ml Ampule (1mg/ml)	PHARMACEUTICALS-CARDINAL HEALTH-PHARMA	4594412	\$ 102.25	10/BOX
324	Medications		Ondansetron 4MG 2ML VIAL	PFIZER INC. (HOSPIRA)	0409475503	\$ 12.55	25/BOX
325	Medications		Ondansetron 4mg Orally Disintegrating Tablet 3x10UD	OTHER MANUFACTURER WEST-WARD	203901	\$ 4.70	30/BOX
326	Medications		PROMETHAZINE 25MG/ML 1ML AMP	PHARMACEUTICAL CORP	263810	\$ 63.87	25/BOX
327	Medications		RACEMIC EPI 2.25% 0.5ML UNIT DOSE INDIVIDUALLY WRAPPED	CARDINAL HEALTH-PHARMA	3235652	\$ 1.88	1/EA
328	Medications		Rocuronium 10mg/ml, 10ml vial *REFRIGERATE*	PFIZER INC. (HOSPIRA)	0409855810	\$ 68.70	10/BOX
329	Medications		SODIUM BICARBONATE 7.5% 50ML LIFESHIELD SYRINGE 1039A	PFIZER INC. (HOSPIRA)	0409491634	\$ 170.48	10/BOX

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330	Medications		SODIUM BICARBONATE 8.4%				
		376625	Sodium Bicarbonate, 8.4%, 50ml Vial	PFIZER INC. (HOSPIRA)	0409662502	\$ 280.00	25/BOX
331	Medications		Sodium Bicarbonate 8.4% 50ml Luer Jet 1035B				
		371035	Sodium Bicarbonate, 8.4%, 50ml Luer Jet Prefilled Syringe	IMS LIMITED	7632933521	\$ 147.12	10/PK
332	Medications		SODIUM BICARBONATE 8.4% LIFESHIELD SYRINGE 1035A				
		376637	Sodium Bicarbonate, 8.4 %, 50ml Lifeshield Prefilled Syringe	PFIZER INC. (HOSPIRA)	0409663734	\$ 115.90	10/BOX
333	Medications		Solu-Medrol, 125mg, 2ml ACT-O-VIAL or equivalent				
		0409-0047-22	SOLU-MEDROL? ACT-O-Vial System, 125 Mg, 2ml	PFIZER INC. (HOSPIRA)	0009-0047-22	\$ 242.35	25/BOX
334	Medications		Terbutaline 1mg, 1ml Vial	Hikma Pharmaceuticals USA Inc	0143974610	\$ 47.55	10/BOX
335	Medications		Tranexamic Acid 100mg/ml, 10ml vial	CARDINAL HEALTH-PHARMA	5099510	\$ 117.50	10/BOX
336	Medications		Vecuronium 10mg/10ml vial	CARDINAL HEALTH-PHARMA	5058045	\$ 91.15	10/BOX
337	SUCTION		Curaplex Yankauer Suction Kit, Bulb Tip and Tubing w/Control Vent, 1/4 in ID x 6 ft Tubing or equivalent	CURAPLEX BY BOUND TREE	8T-YK20	\$ 1.04	1/EA
338	SUCTION		Curaplex Disposable Suction Canister, 1200cc or equivalent	CURAPLEX BY BOUND TREE	484410	\$ 2.48	1/EA
339	SUCTION		Laerdal Medical Coaxial Vacuum Connector 33cm 12/PK	LAERDAL MEDICAL CORP.	780422	\$ 11.65	12/PK
340	SUCTION		LSU SUCTION UNIT LF W/ DISPOSABLE CANISTER AND TUBING LAERDAL	LAERDAL MEDICAL CORP.	78002001	\$ 887.85	1/EA
341	SUCTION		Medi-Vac Guardian Disposable Hard Suction Canister 1200ml	CURAPLEX BY BOUND TREE	484410	\$ 2.48	1/EA
342	SUCTION		Suction Catheter, 6 Fr, coiled, w/whistle tip and thumb control port, sterile, disp, LF	CURAPLEX BY BOUND TREE	36090	\$ 0.12	1/EA
343	SUCTION		Suction Catheter, 8 Fr, coiled, w/whistle tip and thumb control port, sterile, disp, LF	CURAPLEX BY BOUND TREE	36091	\$ 0.12	1/EA
344	SUCTION		Suction Catheter, 10 Fr, coiled, w/whistle tip and thumb control port, sterile, disp, LF	CURAPLEX BY BOUND TREE	36092	\$ 0.12	1/EA
345	SUCTION		Suction catheter, 12 Fr, coiled, w/whistle tip and thumb control port, sterile, disp, LF	CURAPLEX BY BOUND TREE	36093	\$ 0.12	1/EA
346	SUCTION		Suction Catheter, 14 Fr, coiled, w/whistle tip and thumb control port, sterile, disp, LF	CURAPLEX BY BOUND TREE	36094	\$ 0.12	1/EA
347	SUCTION		Suction catheter, 16 Fr, coiled, w/ whistle tip and thumb control port, sterile, disp, LF	CURAPLEX BY BOUND TREE	36095	\$ 0.12	1/EA
348	SUCTION		Suction catheter, 18 Fr, coiled, w/whistle tip and thumb control port, sterile, disp, LF	CURAPLEX BY BOUND TREE	36096	\$ 0.12	1/EA
349	STRETCHER SUPPLIES		Curaplex Blanket, Fleece 60x90 blue	CURAPLEX BY BOUND TREE	17100MS	\$ 3.50	1/EA
350	SUPPLIES		Curaplex Blanket, Polyester 40x80 gray	CURAPLEX BY BOUND TREE	3271-63802	\$ 30.99	10/CS
351	SUPPLIES		Curaplex Patient Transporter 1200lb or greater capacity or equivalent	CURAPLEX BY BOUND TREE	3246-12345	\$ 15.25	1/EA
352	SUPPLIES		Curaplex XPS Fitted Stretcher Sheet, 36 x 90, Fluid Resist 30/cs or equivalent	CURAPLEX BY BOUND TREE	3271-62602	\$ 45.50	30/CS
353	SUPPLIES		Pillow, disposable, 18 x 24, 12 oz., polyester fill, non-allergenic, 12ea/cs	CARE LINE INC.	089-7015	\$ 2.40	1/EA
354	SUPPLIES		Restraint Strap, Black, 2 pc, 5 ft, Nylon, Metal Push Button Buckle, Loop Ends	DMS	11152BK	\$ 8.39	1/EA



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355	STRETCHER SUPPLIES RESTRAINT STRAPS LIMB HOLDER DISPOSABLE W/ DOUBLE D RING ADULT 1 IN X 60 IN	501110	Limb Restraints, Adult Wrist/Ankle, 2 D-rings, Adjustable, Disposable, Poly, White	DMS	501110M	\$ 3.70	1/PR
356	STRETCHER SUPPLIES Shoulder Harness Restraint System, Black, Nylon, Metal Push Button, Loop Ends	504171BK	Black	DMS	111608K	\$ 29.90	1/EA
357	STRETCHER SUPPLIES Stretcher Sheet 30 x 72 Fluid Res	3271-60202	Curaplex Regular Cot, Elastic Ends, Poly Pro Sheet, Disposable, 72 X 30 IN, 65 GM, 50/CS	TREE	BT-42602	\$ 31.50	50/CS
358	STRETCHER SUPPLIES UNIVERSAL PILLOW CASE 100/CS 21 X 30 WHITE	3271-44125	Curaplex Disposable Pillow Case	TREE	3271-44125	\$ 17.25	100/CS
359	Various 3M Blade Assembly, Single-Use, Pivoting, Purple, for 3M 9661 Surgical Clippers	12262	3M Single-use Pivoting Blade Assembly for Clipper 9661, Purple	3M	9660	\$ 3.70	1/EA
360	Various 3M Surgical Clipper Charger for use with Clippers 2744	2744-96610	Surgical Clippers with Pivot Head Charging base sold separately-2744-96621	3M HEALTH CARE	9661L	\$ 59.00	1/EA
361	Various 3M Surgical Clippers with Pivot Head Charging base sold separately-2744-96621	2744-96621	Surgical Clipper Charger for use with Clippers 2744-96610	3M HEALTH CARE	9662L	\$ 54.50	1/EA
362	Various S.T. Syringe, UOI, Black	96298-0151PACX	Not Bidding On This Item	No Bid	No Bid	No Bid	No Bid
363	Various Ammonia Inhalant, Ampules 10/bx	900234	Ammonia Inhalants Ampules, 10/bx	PRODUCTS USA INC	Q20225	\$ 3.18	10/BX
364	Various Assure Prism Blood Glucose Meter	2761-53010	Assure Prism Multi Blood Glucose Meter	Arkray	530001	\$ -	1/EA
365	Various Assure Prism Multi 50/bx Blood Glucose Test Strips	2763-53050	Assure Prism Blood Glucose Test Strips	Arkray	530050	\$ 8.30	50/BX
366	Various BLOOD PRESSURE CUFF NAVY SIZE 11 ADULT 20/CS	36013	Curaplex Blood Pressure Cuff, Large Adult	TREE	36013	\$ 5.35	1/EA
367	Various BP SYSTEM 5, CHILD, SM ADULT, ADULT, LG ADULT, THIGH, NAVY BLUE, LATEX FREE or equivalent	740LF	740 System 5 Cuff BP Kit, Incl Palm Gauge, Child, SM Adult, Adult, LG Adult, Thigh Cuffs, Navy Blue	AMERICAN DIAGNOSTIC CORP.	740-N	\$ 94.85	1/EA
368	Various Bulb syringe, ear/uter, 3 oz. vinyl, sterile 50ea/cs	044-AS00502EA	AMSure Ear/Ulcer Bulb Syringe, Vinyl, Non-Sterile, 2oz	INTERNATIONAL INC	AS00502	\$ 0.25	1/EA
369	Various Case, Pelican 1550EMS, Orange with EMS organizer/dividers, ID: 18.4 L x 14.0 W x 7.6in D	689-1550EMS	Pelican 1550EMS Case, 18.43inch x 14.00inch x 7.62inch, Orange w/EMS Organizer/Dividers	INC.	1550-005-150	\$ 264.65	1/EA
370	Various Certa Dose PALS Syringe Holder Kit 1/KT 4KT/8X	3633-19004	Certa Dose PALS Syringe Holder Kit 1/KT 4KT/8X	SPECIALTY PHARM SVC	CD-PALS-004	\$ 74.25	1/KT
371	Various Certa Dose Pediatric Measuring Tape	3710-16051	Pediatape, Pediatric Emergency Measuring Tape	OTHER MANUFACTURER	PE0001	\$ 16.25	1/EA
372	Various Disposable Penlight 6/pk	37262	Curaplex Disposable Pen Light, 6 pack	TREE	CUR-PEL100	\$ 3.62	6/PK
373	Various G3 Airway Cell, Green, 12 in H x 6 in W x 6.5 in D	2523-03107	G3 Airway Cell, 12 in H x 6 in W x 6.5 in D, Green	STATPACKS, INC.	G31000GN	\$ 86.55	1/EA
374	Various G3 Backup, Blue, 8BP Resistant, 25 in H x 18 in W x 8.5 in D	2522-00602	G3 Backup, Blue, 8BP Resistant, 25 in H x 18 in W x 8.5 in D	STATPACKS, INC.	G35006BU	\$ 254.98	1/EA
375	Various G3 IV Cell, Blue, 12 in H x 6 in W x 3 in D	2524-03402	G3 IV Cell, 12 in H x 6 in W x 3 in D, Blue	STATPACKS, INC.	G31001BU	\$ 68.98	1/EA
376	Various G3 Medicine Cell, Red, 12 in H x 6 in W x 6.5 in D	2524-00318	G3 Medicine Cell, 12 in H x 6 in W x 6.5 in D, Red Trim	STATPACKS, INC.	G31003RE	\$ 87.98	1/EA
377	Various G3 Oxygen Module, Green, 1 in x 5 in x 16.5 in, Attaches to D or Jumbo D Cylinder	2522-33004	G3 M6 Oxygen Module Gray	STATPACKS, INC.	G33004GRPC	\$ 38.98	1/EA
378	Various G3 Responder, Red, 29 in H x 18 in W x 7 in D	2521-03507	G3 Responder, Green, 29 in H x 18 in W x 7 in D	STATPACKS, INC.	G35000GN	\$ 249.98	1/EA
379	Various G3 Universal Cell, Black	2530-03122	G3 Universal Cell, Black	STATPACKS, INC.	G31002BK	\$ 69.98	1/EA
380	Various Little Anne QCPR 4-pack Light Skin	3611-12451	Little Anne QCPR, Light Skin, 4-pack	LAERDAL MEDICAL CORP.	124-01050	\$ 747.00	1/EA
381	Various Little Anne QCPR 4-pk Dark Skin	3611-12450	Little Anne QCPR, Dark Skin, 4-pack	LAERDAL MEDICAL CORP.	124-03050	\$ 747.00	1/EA
382	Various Lubricating Jelly Individual wrapped	1340-27000	Curaplex Lubricating Jelly, Foil Packet 2.7g 144EA/BX 12BX/CS	TREE	1340-27000	\$ 5.75	144/BX

Item List for City of Midlothian  
EMS Medical Supplies  
Bid No.: 2020-28

Line ID	City of Midlothian Item Description	Bound Tree Medical Item #	Bound Tree Medical Item Description	Vendor Name	Vendor Item #	Quoted Price	Selling Unit
383	Various	5000-68821	Lumify L12-4 System	PHILIPS MEDICAL SYSTEMS HSG	FUS6882	\$ 5,119.00	1/EA
384	Various	5000-68840	Lumify S4-1 Bundle	PHILIPS MEDICAL SYSTEMS HSG	FUS6884	\$ 5,119.00	1/EA
385	Various	5000-68811	Lumify CS-2 Bundle	PHILIPS MEDICAL SYSTEMS HSG	FUS6881	\$ 5,119.00	1/EA
386	Various	L151200	MANIKIN FACE SHIELD 36/RL 6RL/CS	LAERDAL MEDICAL CORP.	15120103	\$ 10.96	36/RL
387	Various	444001	OB Kit, poly bagged with scalpel	CURAPLEX BY BOUND TREE	444001	\$ 11.45	1/EA
388	Various	540104	Palm Aneroid Replacement Gauge for 703, 705, 731, 732, 740 and 788 Series, Next Generation	AMERICAN DIAGNOSTIC CORP.	804N	\$ 35.00	1/EA
389	Various	2733-53175	Probe Covers for SureTemp Thermometers 690, Disposable	WELCH ALLYN, INC.	05031-750	\$ 10.40	250/BX
390	Various	2320-14180	Quick Connect Coupler, Oxygen, Ohmeda x DSS Hex Nut	PRECISION MEDICAL	HA-U1C4-00180	\$ 51.25	1/EA
391	Various	61511	Ring Cutter	CURAPLEX BY BOUND TREE	47-373	\$ 4.25	1/EA
392	Various	61512	Ring Cutter, Replacement blades Magnum Medical Ring Cutter	CURAPLEX BY BOUND TREE	816	\$ 1.60	1/EA
393	Various	400012	SCALPEL DISPOSABLE STERILE 11 10EA/BX 4111	DYNAREX CORPORATION	4111	\$ 0.45	1/EA
394	Various	1880-61810	Single-Use Transport Bubble Bag, 4 in x 5.5 in, 100/pk	HEALTH CARE LOGISTICS	761B-10	\$ 21.70	100/PK
395	Various	607112	Sterile Water for Irrigation, 250ml Plastic Pour Bottle	BAXTER HEALTHCARE DMG	2F7112	\$ 2.77	1/EA
396	Various	355001	Sterile Water for Irrigation, 500ml Plastic Pour Bottle	B. BRAUN MEDICAL, INC	R5001-01	\$ 1.84	1/EA
397	Various	2621-61922	Stethoscope (Adscope-Lite 619 30 in length Red)	AMERICAN DIAGNOSTIC CORP.	619BK	\$ 19.55	1/EA
398	Various	2621-01115	Stethoscope (disposable single head)	DUKAL CORP.	1115	\$ 10.70	10/BX
399	Various	670156-KIT	Stop The Bleed Sticker Kit (10 Stickers/Kit)	CURAPLEX BY BOUND TREE	670156-KIT	\$ 25.65	10/EA





## THE PHARMACEUTICAL ADVANTAGE

Bound Tree Medical specializes in emergency medical equipment, supplies and product expertise for EMS providers, supporting customers with EMS-experienced account managers, product specialists and customer service representatives.

In addition to a full line of EMS equipment and supplies, Bound Tree Medical also offers a full line of EMS pharmaceuticals and accessories, including Class II and Class IV drugs.

Bound Tree is known for leadership and professionalism within the industry. We protect our customers and uphold federal standards by complying with regulatory guidelines pertaining to pharmaceuticals. Because of our vast product offering and commitment to high quality service, Bound Tree is the leading choice to fulfill your pharmaceutical needs.



### VAWD Certified State and Nationally Licensed

Several of BoundTree's Distribution Centers have received VAWD (Verified - Accredited Wholesale Distributors) accreditation from the National Association of Boards of Pharmacy (NABP). VAWD accreditation is achieved after a criteria compliance review that includes a rigorous evaluation of operating policies and procedures, licensure verification, survey of facility and operations, background checks and screening through the NABP Clearinghouse. Our accreditation demonstrates that we are in compliance with state and federal laws and that our prescription drugs are distributed safely and securely.

For a complete listing of VAWD-Accredited Facilities, please visit:

[www.nabp.net/programs/accreditation/vawd/vawd-accredited-facilities](http://www.nabp.net/programs/accreditation/vawd/vawd-accredited-facilities)



### Compliant with DSCSA Requirements

Under the Drug Supply Chain Security Act (DSCSA), entities in the supply chain including manufacturers, wholesale distributors, and dispensers have responsibilities to meet the requirements of the DSCSA. As of May 1, 2015 all wholesalers are required by law, under the DSCSA, to provide transaction information, transaction history and transaction statements for the pharmaceuticals that they supply.

BoundTree is compliant with these FDA standards which helps improve patient protection by preventing the distribution of substandard or ineffective drugs and while providing our customers with the product and transaction information they need to be in compliance with the FDA standards.

Under the DSCSA you are responsible for knowing that your prescription drug wholesale distributor is an authorized trading partner who holds a valid state or federal license. BoundTree Medical is licensed federally and in all 50 states. Purchasing from a licensed and VAWD accredited distributor like BoundTree Medical makes great strides to ensure none of your purchases will ever be counterfeit, contaminated, improperly stored and transported, ineffective, and/or unsafe.

Wholesaler Distributor licenses can be searched online:

[www.fda.gov/Drugs/DrugSafety/DrugIntegrityandSupplyChainSecurity/ucm281446.htm](http://www.fda.gov/Drugs/DrugSafety/DrugIntegrityandSupplyChainSecurity/ucm281446.htm)



### Controlled Substance Ordering System (CSOS)

Class II Controlled Substances can be ordered through our secure electronic Controlled Substances Ordering System (CSOS) without the supporting paper DEA Form 222! The DEA's CSOS program is the only allowance for electronic ordering of Class II controlled substances. To participate in CSOS, the DEA registrant must first acquire a CSOS digital certificate from the DEA. Once the certificate is received, Class II orders can be placed through our secured website: [e222.boundtree.com](http://e222.boundtree.com)

For more information about CSOS please visit: [www.dea.com.gov](http://www.dea.com.gov)

*Bound Tree will continue to accept paper 222 forms for those who wish to utilize that method for ordering.*



800.533.0523 | [www.boundtree.com](http://www.boundtree.com)

BoundTree Medical is committed to compliance with these federal and state regulations for the benefit of our customers, their communities and their patients. These efforts protect our customers by helping to ensure that they are also compliant with federal and state regulations and practicing safe and effective patient care. With BoundTree Medical, EMS providers know that they will receive pharmaceuticals through a secure and reliable distribution process.

11/18/2020

City of Midlothian

RE: Price Increase Policy

To Whom It May Concern:

As you are well aware, the COVID-19 pandemic has had a considerable impact on the global supply chain of emergency medical products, leading to limited access of personal protective equipment ("PPE") and other crucial supplies for the EMS market. While the supply chain looks to be improving in some areas, Bound Tree is still experiencing extended lead times and product shortages on PPE and other critical supplies. Additionally, there have been significant shipping costs imposed by manufacturers. Despite the current market dynamics, Bound Tree has been working daily with our supplier partners to secure additional inventory at reasonable costs.

Even with our proactive efforts to source inventory, many of our key supplier partners have increased prices and others have signaled additional price updates will be coming, some of which may be significant. In the event such a price increase occurs after the bid award, Bound Tree will notify you of such increase and will make all efforts to provide adequate documentation from the supplier as evidence of the price modifications. The new contract pricing will then go into effect based on the notification period provided in the contract. If the price increase is not accepted, Bound Tree reserves the right to remove the product(s) from the contract or provide an alternative product, which may come at a different price.

Sincerely,



Brian LaDuke, President, Emergency Preparedness





### BOUND TREE MEDICAL EMERGENCY DISASTER SUPPORT PROGRAM

If your agency is in need of emergency medical supplies and equipment, the Bound Tree Medical Emergency Disaster Support Program is here to help. This program enables you to call our Disaster Support Hotline 24 hours a day to report major incidents and identify medical supply needs. Once reported, Bound Tree Medical personnel will take immediate measures to assist in relief efforts.

#### GET HELP IN THREE SIMPLE STEPS



1. Report a major incident.



2. Call the Bound Tree Medical  
Disaster Support Hotline.



3. Receive emergency medical  
supplies.

Bound Tree Medical is the only national, EMS focused supplier in the country. We have a proven track record of supplying vital customer needs in situations from hurricanes, tornadoes and floods to MCI's. Our national presence and multiple regional warehouses stocked with products specifically for emergency preparedness make us the clear choice when every minute counts. To learn more about the Bound Tree Medical Emergency Disaster Support Program, contact Customer Service.

## CALL US FOR ASSISTANCE WITH DISASTROUS INCIDENTS.

Bound Tree Disaster  
Support Hotline

# 800.863.0953



Need to report a major incident and alert us to your emergency medical supply needs? Simply call the toll-free Disaster Support Hotline at 800.863.0953.

# Partners in EMS



## In-Service Training

Our EMS-experienced Account Managers can provide quality in-service training and support to you and your department. Since they live in your area, they understand state and local requirements and protocols.



## Advanced Online Tools

From free online continuing education courses at [www.BoundTreeUniversity.com](http://www.BoundTreeUniversity.com) to elaborate online ordering tools at [www.boundtree.com](http://www.boundtree.com), we are focused on the most cutting edge technology that will streamline your day-to-day operations.



## 24-Hour Disaster Support

Our Emergency Disaster Support Program can provide relief efforts to agencies that require immediate deployment of emergency medical supplies. To activate the program, call 800-863-0953 and identify your needs.



## Grants Support

Safety and patient care should never be compromised because of inadequate budgets. Our experienced grant writers can help you find funding opportunities for equipment, training, personnel and vehicles at [www.boundtreegrants.com](http://www.boundtreegrants.com).



## Passion and Perspective

At the heart of Bound Tree Medical is a team of employees who are passionate about EMS and the communities they serve. We have the experience required to meet your needs.



Bound Tree Medical is a specialty distributor of emergency medical equipment, supplies, pharmaceuticals and product expertise for fire departments, military, government institutions and other EMS organizations that provide pre-hospital, emergency care. We support our customers with our team of EMS-experienced product specialists, customer service representatives and local account managers, backed by strong vendors and a national distribution network.

From everyday disposable items to extensive capital equipment, we offer thousands of quality products from leading manufacturers to help our customers save lives. Our cutting-edge distribution model and five nationwide distribution centers allow us to provide prompt and accurate delivery anywhere in the United States. We are passionate about EMS and have developed specialty programs to demonstrate our dedication, including scholarships, grants support and disaster support. We strive to truly understand the needs and demands of EMS providers and deliver the products and services that address those needs.

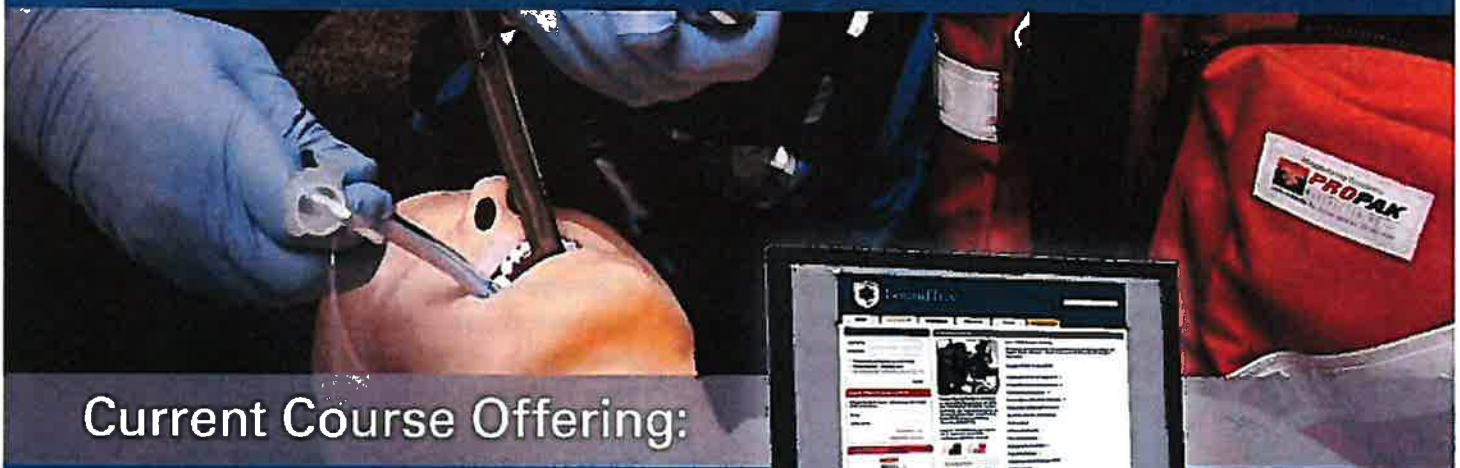


800.533.0523 | [www.boundtree.com](http://www.boundtree.com)



# FREE CEUs

[www.BoundTreeUniversity.com](http://www.BoundTreeUniversity.com)



## Current Course Offering:

Acute MI and STEMI »  
Asthma »  
Evidence-based Guidelines for EMS Providers »  
Safe Transport of the Pediatric Patient »  
Pediatric Shortness of Breath »  
Capnography for Respiratory Distress »  
Emergency Operations EMS1 »  
Anaphylaxis »  
CHF vs. COPD »  
Sepsis »

Bound Tree University is dedicated to the continuing education of EMTs and Paramedics. All online courses are FREE and fully accredited by the Continuing Education Coordinating Board for Emergency Medical Services (CECBEMS). Each course is worth 1.5 credit hours and they are approved for both Advanced Life Support (ALS) and Basic Life Support (BLS) providers.

In partnership with Bound Tree and EMS1



**BoundTree**  
UNIVERSITY



## NAVIGATING EVERY DAY CARE

As the healthcare landscape evolves, Curaplex® responds with cost-effective clinical products that enable providers to deliver quality treatment and improve patient outcomes. With a robust portfolio of everyday products and specialty solutions across multiple clinical categories, Curaplex® continues to anticipate the needs of tomorrow's healthcare while responding to the needs of today.



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Savings



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Nationwide  
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### Kitting Solutions »



### Airway/Oxygen Delivery »



### Diagnostics »



### Infection Control »



### Trauma/ Wound Care »



### Instruments/ Personal Items »



### IV/Drug Delivery »



### Immobilization »



### Monitoring/ Defibrillation »



**SHOP ALL CURAPLEX® PRODUCTS »**

## National References

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410-396-2718  
[tyauna.spencer@baltimorecity.gov](mailto:tyauna.spencer@baltimorecity.gov)







## Customer Service

Bound Tree Medical is focused on providing service to meet the needs of our customers throughout the United States. We have a deep commitment to help those that help others. The specialized market that we serve drives us to create the best possible solutions for our customers. We are here to serve you.

Our nationwide toll-free Customer Service line is 800-533-0523. Bound Tree Medical routes calls by origin of the zip code of the caller which, results in more customer awareness among those agents responding to customer calls.

There are a variety of methods to place orders and verify pricing:

- 1) Internet: Customers have access to real-time pricing and stock availability 24 hours a day, 7 days a week. [www.boundtree.com](http://www.boundtree.com)
- 2) Email: Orders may be emailed to customer service at [customerservice@boundtree.com](mailto:customerservice@boundtree.com).
- 3) Phone: Our dedicated team of customer service representatives can answer questions or take your orders from 7:30 AM to 8:00 pm EST.
- 4) Fax: Our nationwide toll-free fax line is available 24 hours a day at 800-257-5713.
- 5) Mail: Orders may be mailed to our corporate office. An order form is included in the back of our catalog for convenience.

The Customer Service Department is comprised of 27 staff members. Customer Service Representatives respond to inbound calls and make outbound calls to customers to provide information regarding product availability, shipment and delivery schedule changes. These same representatives are available to answer questions about shipments or process returns when necessary.

If an item goes onto a long term backorder, Bound Tree will work to find equivalent substitute items for the backorder. If it is the customer preference to approve all substituted items, Bound Tree Customer Service will seek approval prior to shipping sub items.

Bound Tree Medical is proud to offer our customers access to an Emergency Disaster Support line at 800-863-0953, which operates 24 hours a day, 7 days per week. It is staffed by on-call managers, who are accessible through routing of calls to cell phones. After leaving a message, a return call is originated within 20 minutes.

Bound Tree Medical allows customers to purchase on open account. The proper account application must be completed and submitted. Bound Tree Medical will assign an account number to each application. Each account has one billing/payables address but may have several shipping/receiving addresses.

In addition, the Federal Drug Administration (FDA) requires Bound Tree Medical to retain a Medical Director (physician) signature, contact information and license photocopy when purchasing legend items and/or pharmaceuticals.

Customers may purchase by Master Card, VISA, Discover or American Express. Prepaid orders are also accepted





# Bound Tree

Your Partner In EMS

5000 Tuttle Crossing Blvd

Dublin, OH 43016

614 760.5000

[www.boundtree.com](http://www.boundtree.com)

## Nationwide Distribution

Bound Tree operates 5 distribution centers strategically positioned for operational efficiency and disaster response. 96% of all of our customers can be reached using UPS Ground within 2 business days.



### Offices:

#### Bound Tree Medical Headquarters

Bound Tree Medical

5000 Tuttle Crossing Blvd

Dublin, OH 43016

Phone: 800.533.0523

Fax: 800.257.5713

Web: [www.boundtree.com](http://www.boundtree.com)

### Distribution Centers: Bound Tree Medical

#### California

2237 N. Plaza Drive

Visalia, CA 93291

#### Mississippi

481 Airport Industrial Drive, Suite 103

Southaven, MS 38671

#### Pennsylvania

1605 Zeager Road, Suite 101

Elizabethtown, PA 17022

#### Texas

3221 E. Arkansas Lane, Suite 145

Arlington, TX 76010

#### Florida

7320 Kingspointe Pkwy, Suite 530

Orlando, FL 32819

## Product Return Information

### NON-WARRANTY PRODUCT RETURN POLICY

Prior to returning a product, please contact the Bound Tree Medical Customer Service Department at 800-533-0523 to obtain a return merchandise authorization (RMA) number. This will help us to expedite your return and allow us to give you the proper credit. Once you have received your RMA number please follow the return policy guidelines.

All pharmaceuticals, items with expiration dates, and items that are subject to FDA tracking requirements are not returnable. Bound Tree Medical will only accept returns for pharmaceuticals if it was an error on our part. If so, please contact us within 7 calendar days of receipt of the product to obtain an RMA number. Items received without an RMA or after 15 calendar days will not receive credit.

If Bound Tree Medical makes an error in fulfilling or shipping your order, we will promptly rectify the mistake at no cost to you. If we have made an error and you wish to return the product(s) to us, notification must be received within 15 days of invoice. Following the initial error notification, please follow the return policy guidelines:

#### Non-returnable Items Include:

1. Items that are special order items.
2. Items that are buy-to-order (BTO) items.
3. Items that have been marked or engraved.
4. Items returned with broken packaging or not in original packaging.
5. Customized items, any sterile product that has been opened or items determined by Bound Tree Medical not to be in resalable condition.
6. Product that is more than 60 days older than the invoice date.

#### Return Policy Guidelines:

1. Items returned within 30 days of the invoice date will not be subject to a restocking fee.
2. Items returned 31 - 60 days than the invoice date will be subject to a 15% restocking fee.
3. Items older than 60 days from the invoice date will not be accepted in our warehouse and will be returned to the customer.
4. Please write the RMA number clearly on the package label.
5. Enclose a copy of the original invoice or packing list in the box.
6. Send the package freight prepaid.

7. Returns must be received by Bound Tree Medical within 30 days of issuance of RMA number.
8. Items received without a RMA number will not be eligible for credit.

#### **RETURNS FOR PERSONAL PROTECTIVE EQUIPMENT (PPE)**

Bound Tree Medical has experienced a significant surge in orders for personal protective equipment (PPE) due to the outbreak of Ebola and we are working closely with our suppliers to keep up with the increased demand. To further this effort and ensure that we do not over-allocate products based upon excess order quantities, PPE products will no longer be eligible for return. Additionally, all open PO's for PPE products will not be cancellable after placement. This policy update is effective October 22, 2014. We will revisit this update when the Ebola crisis has subsided and alert you to any additional changes.

As indicated on the Bound Tree return policy, all returns require an approved RMA number. Items received without an RMA will not receive credit. Please contact Customer Service at 800-533-0523 if you have questions or would like additional information.

#### **RETURN FOR REPAIRS**

Items to be returned for repair must be prepared according to the most recent OSHA requirements. Items must be properly cleaned and verified with a statement on the outside of the package. Proof of purchase must be included with all manufacturer warranty repairs. Please contact our Customer Service Department for additional information.

#### **CLAIMS**

All claims for damage occurring in transit must be made upon receipt of goods by customer directly to the carrier. Please save all boxes and packing material. All shipment errors must be reported immediately upon receipt to Bound Tree Medical Customer Service.

## Online Ordering Capabilities

- a. Bound Tree Medical provides a user-friendly online ordering system with advanced features that restrict user access to predefined products that can be approved for purchase using a predefined purchasing path with maximum or minimum users as defined by the contracted customer.
- b. The advanced user platform of BoundTree.com allows customers to self-administer (add/delete) their specific product offering based on the entire Bound Tree Medical online catalog.
- c. Users on BoundTree.com can gather information and prepare self-administered reports based on up to two years of historical data.
  - Trends can be tracked by running reports that can include all shipping locations, or that can be tailored to a specific shipping address.
  - A purchase summary report can be self-generated to view total products purchased over a selected period of time.
  - The purchase summary report can be sorted in ascending order by total sales per item.
  - Purchase summary reports and items per month reports can be self-exported in spreadsheet format for additional evaluation.
  - The purchase summary report provides item usage totals based on monthly, quarterly and yearly expenditures.
  - Reports can be self-exported in spreadsheet format.
- d. Product name, short description and detailed descriptions are maintained for items on BoundTree.com. Product photography is uploaded to the website based on manufacturer availability. Custom photography is also available to supplement manufacturer-supplied items.
- e. A "sold by" column is available on product detail pages to clearly describe available units of measure.
- f. Purchase requisition and order processing paths are predefined and self-administered by an online administrator. User roles include "order submitters" and "order approvers". Multiple-levels of approvers can be established with the option to auto-forward orders awaiting approval with no activity.
- g. Unit and total price for each order are displayed in the shopping cart checkout process.
- h. A web administrator can setup and self-administer user IDs which trigger an' e-mail to the user for password setup. Self-administered password reset tools are available to users.
- i. The system does permit an administrator to specify maximum quantities that can be ordered for a given item on a single order. Quotas provide a way for an administrator to self-administer total purchases. To maintain maximum item thresholds, order approvers can monitor and adjust each item on purchase requests throughout the approving and purchasing process.
- j. The purchase requisition process provides date and time stamps for all purchase requisition activities.
- k. Invoice history is posted on BoundTree.com for user access.



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
11/21/2019

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).

<b>PRODUCER</b> Aon Risk Services Northeast, Inc. Columbus OH Office 445 Hutchinson Avenue Suite 900 Columbus OH 43235 USA		<b>CONTACT NAME:</b> <b>PHONE (A/C. No. Ext.):</b> (866) 283-7122 <b>FAX (A/C. No.):</b> (800) 363-0105 <b>E-MAIL ADDRESS:</b>															
<b>INSURED</b> Sarnova, Inc. Bound Tree Medical, LLC 5000 Tuttle Crossing Blvd. Dublin OH 43016 USA		<b>INSURER(S) AFFORDING COVERAGE</b> <table border="1"><thead><tr><th>INSURER</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: Medmarc Casualty Ins Co</td><td>22241</td></tr><tr><td>INSURER B: Hartford Fire Insurance Co.</td><td>19682</td></tr><tr><td>INSURER C: Sentinel Insurance Company, Ltd</td><td>11000</td></tr><tr><td>INSURER D: Hartford Casualty Insurance Co</td><td>29424</td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>		INSURER	NAIC #	INSURER A: Medmarc Casualty Ins Co	22241	INSURER B: Hartford Fire Insurance Co.	19682	INSURER C: Sentinel Insurance Company, Ltd	11000	INSURER D: Hartford Casualty Insurance Co	29424	INSURER E:		INSURER F:	
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INSURER E:																	
INSURER F:																	

COVERAGES CERTIFICATE NUMBER: 570079295408 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.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADD SUBR (USD) (WYO)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS												
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		33UUNVG3435	12/01/2019	12/01/2020	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$300,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$10,000</td></tr><tr><td>PERSONAL &amp; ADV INJURY</td><td>\$1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$2,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>Excluded</td></tr></table>	EACH OCCURRENCE	\$1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000	MED EXP (Any one person)	\$10,000	PERSONAL & ADV INJURY	\$1,000,000	GENERAL AGGREGATE	\$2,000,000	PRODUCTS - COMP/OP AGG	Excluded
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GENERAL AGGREGATE	\$2,000,000																	
PRODUCTS - COMP/OP AGG	Excluded																	
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		33 UUN VG3435	12/01/2019	12/01/2020	<table border="1"><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$1,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td></td></tr><tr><td>BODILY INJURY (Per accident)</td><td></td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td></td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000	BODILY INJURY (Per person)		BODILY INJURY (Per accident)		PROPERTY DAMAGE (Per accident)					
COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000																	
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BODILY INJURY (Per accident)																		
PROPERTY DAMAGE (Per accident)																		
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> RETENTION \$10,000		33RHUVG1892	12/01/2019	12/01/2020	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$10,000,000</td></tr><tr><td>AGGREGATE</td><td>\$10,000,000</td></tr></table>	EACH OCCURRENCE	\$10,000,000	AGGREGATE	\$10,000,000								
EACH OCCURRENCE	\$10,000,000																	
AGGREGATE	\$10,000,000																	
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N <input type="checkbox"/> N / A					<table border="1"><tr><td>PER STATUTE</td><td>OTH ER</td></tr><tr><td>E.L. EACH ACCIDENT</td><td></td></tr><tr><td>E.L. DISEASE-EA EMPLOYEE</td><td></td></tr><tr><td>E.L. DISEASE-POLICY LIMIT</td><td></td></tr></table>	PER STATUTE	OTH ER	E.L. EACH ACCIDENT		E.L. DISEASE-EA EMPLOYEE		E.L. DISEASE-POLICY LIMIT					
PER STATUTE	OTH ER																	
E.L. EACH ACCIDENT																		
E.L. DISEASE-EA EMPLOYEE																		
E.L. DISEASE-POLICY LIMIT																		
A	<b>Products Lfub</b>		190H380015 Claims Made	12/01/2019	12/01/2020	<table border="1"><tr><td>Aggregate Limit</td><td>\$10,000,000</td></tr><tr><td>Agg Deductible</td><td>\$150,000</td></tr><tr><td>Per Occ Limit</td><td>\$10,000,000</td></tr></table>	Aggregate Limit	\$10,000,000	Agg Deductible	\$150,000	Per Occ Limit	\$10,000,000						
Aggregate Limit	\$10,000,000																	
Agg Deductible	\$150,000																	
Per Occ Limit	\$10,000,000																	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Evidence of Coverage. RE: All Bound Tree warehouse locations are covered. Facility addresses: 481 Airport Industrial Drive, Suite 101, South Haven, MS 38671; 2243 N. Plaza Drive, Visalia, CA 93291; 3221 E. Arkansas Lane, Suite 145, Arlington, TX 76010; 7320 Kingspointe Parkway, Suite 580, Orlando, FL 32819-6548; 1605 Zeager Road, Elizabethtown, PA 17022; 1420 Lakeside Pkwy., Suite 105, Flower Mound, TX 75208.

## CERTIFICATE HOLDER

## CANCELLATION

Bound Tree Medical, LLC 5000 Tuttle Crossing Blvd. Dublin OH 43016 USA	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  <i>Aon Risk Services Northeast, Inc.</i>

Holder Identifier :

Certificate No : 570079295408

### ADDITIONAL REMARKS SCHEDULE

Page \_ of \_

**ADDITIONAL REMARKS**

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

## ADDITIONAL POLICIES

[illegible]





SARNINC-01

CSOKOLOWSKI

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/26/2019

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).

<b>PRODUCER</b> Thompson Flanagan Executive Liability Group 626 W. Jackson Blvd. 5th Floor Chicago, IL 60661		<b>CONTACT NAME:</b> Daniel R. Gunter <b>PHONE (A/C, No, Ext):</b> (312) 239-2890 <b>FAX (A/C, No):</b> (312) 263-1551 <b>E-MAIL ADDRESS:</b> dgunter@thompsonflanagan.com	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Travelers Property Casualty Co. of America	
		<b>INSURER B:</b>	
		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**INSURED**  
Sarnova, Inc. Bound Tree Medical, LLC  
5000 Tuttle Crossing Blvd.  
P.O. Box 8023  
Dublin, OH 43016

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADOL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <b>DED</b> <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB 3P279151	12/1/2019	12/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - FA EMPLOYEE \$ 1,000,000 E L DISEASE - POL CY LIMIT \$ 1,000,000

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

## CERTIFICATE HOLDER

## CANCELLATION

<b>Bound Tree Medical, LLC</b> 5000 Tuttle Crossing Blvd. Dublin, OH 43016	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b> <i>Carbin S. Flanagan</i>

ACORD 25 (2016/03)

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## ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Thompson Flanagan Executive Liability Group		NAMED INSURED Sarnova, Inc. Bound Tree Medical, LLC 5000 Tuttle Crossing Blvd. P.O. Box 8023 Dublin, OH 43016	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

## ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

## Named Insureds:

- |                                      |                 |
|--------------------------------------|-----------------|
| 1. Sarnova, Inc.                     | FEIN: 262386055 |
| 2. Bound Tree Medical Products, Inc. | FEIN: 731646550 |
| 3. Tri-Anim Health Services, Inc.    | FEIN: 952959155 |
| 4. Bound Tree Medical, LLC           | FEIN: 311739487 |
| 5. Sarnova HC LLC                    | FEIN: 262549813 |
| 6. Emergency Medical Products Inc.   | FEIN: 391164909 |
| 7. Cardiovascular Concepts, Inc.     | FEIN: 751835412 |
| 8. Cardio Partners, Inc.             | FEIN: 800874694 |

**Request for Taxpayer  
Identification Number and Certification**

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give Form to the  
requester. Do not  
send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

**Bound Tree Medical LLC**

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► **P**

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

5 Address (number, street, and apt. or suite no.) See instructions.

**5000 Tuttle Crossing Blvd.**

6 City, state, and ZIP code

**Dublin, OH 43016**

7 List account number(s) here (optional)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

Requester's name and address (optional)

Print or type.  
See Specific Instructions on page 3.

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

\_\_\_\_ - \_\_\_\_ - \_\_\_\_

or

Employer identification number

3 1 - 1 7 3 9 4 8 7

**Part II Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign  
Here

Signature of  
U.S. person ►

*Micah Rost*

Date ►

*1/2/20*

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

**STATE OF TEXAS           §**

**§      AGREEMENT FOR EMS FIRE DEPT MEDICAL**

**COUNTY OF ELLIS       §      SUPPLIES**

This Agreement for EMS Fire Dept. Medical Supplies ("Agreement") is made by and between the City of Midlothian, Texas ("City") and Bound Tree Medical, LLC ("Supplier") (each a "Party" and collectively the "Parties"), acting by and through their authorized representatives.

**RECITALS:**

**WHEREAS**, City desires to engage the services of Contractor as an independent contractor and not as an employee in accordance with the terms and conditions set forth in this Agreement; and

**WHEREAS, Contractor desires to render manufacturing and delivery services for the purchase of various medical supplies to support the fire department in emergency calls, as more fully described in Exhibit "A" and Exhibit "B" attached hereto and made a part herein by reference (the "Services"), and in accordance with the terms and conditions set forth in this Agreement;**

**NOW THEREFORE**, in exchange for the mutual covenants set forth herein and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

## Article I

### Term

The Term of this Agreement shall commence upon Contractor's receipt of the City's Notice to Proceed, and shall continue until completion of the Services, unless sooner terminated as provided here.

## Article II

### Contract Documents

- 2.1. This Agreement consists of the following items:
- (a) This Agreement;
  - (b) City's Request for Bid Solicitation for Purchase of a 2020-28 EMS Fire Dept. Medical Supplies RFP ("City's Bid") (attached as Exhibit "A"); and
  - (c) Supplier's Response to City's Bid (attached as Exhibit "B").

2.2 In the event there exists a conflict in interpretation, the documents shall control in the order listed above. These documents shall be referred to collectively as "Contract Documents."

### **Article III Scope of Services**

The Parties agree that Contractor shall perform the Services specifically set forth under Exhibit "A" and Exhibit "B" attached hereto and incorporated herein by reference.

### **Article IV Compensation**

4.1 City shall compensate Contractor in the total amount as set forth in Exhibit "B".

4.2 City shall pay Contractor within thirty (30) days after receiving an invoice for the Services. Contractor must submit a proper invoice with no errors or discrepancies and that all Services noted on the invoice has been completed. Any errors, discrepancies or the invoicing of Services not completed may result in a delay in payment.

4.3 Contractor shall be responsible for all expenses related to the Services provided pursuant to this Agreement including, but not limited to, travel, copying and facsimile charges, reproduction charges, and telephone, internet and e-mail charges.

### **Article V Devotion of Time; Personnel; and Equipment**

5.1 Contractor shall devote such time as reasonably necessary for the satisfactory performance of the Services under this Agreement. Should City require additional services not included under this Agreement, Contractor shall make reasonable efforts to provide such additional services at mutually agreed charges or rates, and within the time schedule prescribed by City, and without decreasing the effectiveness of the performance of Services required under this Agreement.

5.2 To the extent reasonably necessary for Contractor to perform the Services under this Agreement, Contractor shall be authorized to engage the services of any agents, assistants, persons, or corporations that Contractor may deem proper to aid or assist in the performance of the Services under this Agreement. The cost of such personnel and assistance shall be borne exclusively by Contractor.

### **Article VI Suspension of Work**

The City shall have the right to immediately suspend work by Contractor if the City determines in its sole discretion that Contractor has, or will fail to perform, in accordance with

this Agreement. In such event, any payments due Company shall be suspended until Contractor has taken satisfactory corrective action.

## **Article VII Availability of Funds**

If monies are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, this Agreement shall be canceled and Contractor may only be reimbursed for the Services performed and goods delivered up to the effective date of the cancellation.

## **Article VIII Insurance**

Contractor shall provide and maintain for the duration of this Agreement, and for the benefit of the City (naming the City and its officers, agents and employees as additional insureds), insurance coverage in full force and effect as set forth in Exhibit "A".

## **Article IX Termination**

9.1 Termination for Cause. City may terminate this Agreement, with or without cause, by giving Contractor thirty (30) days prior written notice. Upon receipt of a notice of termination, Contractor shall promptly cease placing orders and all further work pursuant to the Agreement, with such exceptions, if any, specified in the notice of termination. City shall pay Contractor, to the extent funds are appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

9.2 Termination for Default. City reserves the right to terminate this Agreement without prior notice in the event Contractor defaults or breaches any of the terms and conditions of the Agreement, or otherwise fails to perform in accordance with the bid specifications. In the event of termination, City reserves the right to complete the work or services in any manner it deems desirable, including engaging the services of other parties therefore and/or awarding the bid to the next lowest responsible respondent. Any such act by the City shall not be deemed a waiver of any other right or remedy of the City. If, after exercising any such remedy, the cost to City of the performance of the balance of the work or services is in excess of that part of the Agreement sum, which has not therefore been paid to Contractor hereunder, Contractor shall be liable for and shall reimburse the City for such excess.

## **Article X Indemnification**

10.1 **CONTRACTOR AGREES TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, BOTH PAST AND**



**PRESENT, FROM AND AGAINST LIABILITY FOR ANY AND ALL CLAIMS, LIENS, SUITS, DEMANDS, AND ACTIONS FOR DAMAGES, INJURIES TO PERSONS (INCLUDING DEATH), PROPERTY DAMAGE (INCLUDING LOSS OF USE), AND EXPENSES, (INCLUDING COURT COSTS, ATTORNEYS' FEES AND OTHER REASONABLE COSTS OF LITIGATION) ARISING OUT OF OR RESULTING FROM CONTRACTOR'S WORK AND ACTIVITIES CONDUCTED IN CONNECTION WITH OR INCIDENTAL TO THIS CONTRACT AND FROM ANY LIABILITY ARISING OUT OF OR RESULTING FROM INTENTIONAL ACTS OR NEGLIGENCE OF THE CONTRACTOR, INCLUDING ALL SUCH CAUSES OF ACTION BASED UPON COMMON, CONSTITUTIONAL, OR STATUTORY LAW, OR BASED IN WHOLE OR IN PART UPON THE NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS OF CONTRACTOR, INCLUDING BUT NOT LIMITED TO ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES, AND OTHER PERSONS.**

**10.2 IT IS THE EXPRESS INTENTION OF THE PARTIES HERETO, BOTH THE CITY AND THE CONTRACTOR, THAT THE INDEMNITY PROVIDED FOR IN THIS AGREEMENT INDEMNIFIES AND PROTECTS THE CITY FROM THE CONSEQUENCES OF THE CONTRACTOR'S OWN NEGLIGENCE.**

**10.3 CONTRACTOR FURTHER AGREES THAT IT SHALL AT ALL TIMES EXERCISE REASONABLE PRECAUTIONS ON BEHALF OF, AND BE SOLELY RESPONSIBLE FOR, THE SAFETY OF ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES, AND OTHER PERSONS, AS WELL AS THEIR PROPERTY, WHILE IN THE VICINITY WHERE THE WORK IS BEING DONE. IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT CITY SHALL NOT BE LIABLE OR RESPONSIBLE FOR THE NEGLIGENCE OR OTHER FAULT OF THE CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES, OR OTHER PERSONS ASSOCIATED WITH THE CONTRACTOR.**

**10.4 CONTRACTOR AGREES TO INDEMNIFY AND SAVE THE CITY HARMLESS FROM ALL CLAIMS GROWING OUT OF ANY DEMANDS OF SUBCONTRACTORS, LABORERS, WORKERS, MECHANICS, MATERIALMEN, AND FURNISHERS OF SUPPLIES, EQUIPMENT, FINANCING OR ANY OTHER GOODS OR SERVICES, TANGIBLE OR INTANGIBLE. WHEN THE CITY SO DESIRES, THE CONTRACTOR SHALL FURNISH SATISFACTORY EVIDENCE THAT ALL OBLIGATIONS OF THE NATURE HEREINABOVE DESIGNATED HAVE BEEN PAID, DISCHARGED OR WAIVED.**

## **Article XI Miscellaneous**

11.1 Entire Agreement. This Agreement constitutes the sole and only agreement between the Parties and supersedes any prior understandings written or oral agreements between the Parties with respect to this subject matter.

11.2 Assignment. Contractor may not assign this Agreement in whole or in part without the prior written consent of the City. In the event of an assignment by Contractor to which the City has consented, the assignee shall agree in writing with the City to personally assume, perform, and be bound by all the covenants, and obligations contained in this Agreement.

11.3 Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

11.4 Governing Law. The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in Ellis County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said Court.

11.5 Amendments. This Agreement may be amended by the mutual written agreement of the Parties.

11.6 Severability. In the event any 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 provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

11.7 Independent Contractor. It is understood and agreed by and between the Parties that Contractor, in satisfying the conditions of this Agreement, is acting independently, and that the City assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by Contractor pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of the City. Contractor shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement.

11.8 Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail, overnight courier or by confirmed telefax or facsimile to the address specified below, or to such other party or address as either party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If intended for City, to:

City of Midlothian, Texas  
Attn: Chris Dick  
City Manager  
104 West Avenue E  
Midlothian, Texas 76065  
Phone: 972-775-3481

With a copy to:

Joseph J. Gorfida, Jr.  
Nichols, Jackson, Dillard, Hager & Smith, L.L.P.  
1800 Ross Tower  
500 North Akard  
Dallas, Texas 75201  
Phone: (214) 965-9900

If intended for Supplier:

Bound Tree Medical, LLC  
Attn: Brian LaDuke, President, Emergency Preparedness  
5000 Tuttle Crossing Blvd  
Dublin, OH 43016  
Phone: (800) 533-0523

11.9 Counterparts. This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the Parties hereto.

11.10 Exhibits. The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

11.11 Audits and Records. Contractor agrees that during the term hereof, the City and its representatives may, during normal business hours and as often as deemed necessary, inspect, audit, examine and reproduce any and all of Contractor's records relating to the services provided pursuant to this Agreement for a period of one year following the date of completion of services as determined by City or date of termination if sooner.

11.12 Conflicts of Interests. Contractor represents that no official or employee of City has any direct or indirect pecuniary interest in this Agreement.

11.13 Compliance with Federal, State & Local Laws. Contractor shall comply in performance of services under the terms of this Agreement with all applicable laws, ordinances and regulations, judicial decrees or administrative orders, ordinances, and codes of federal, state and local governments, including all applicable federal clauses.

11.14 Force Majeure. No Party will be liable for any default or delay in the performance of its obligations under this Agreement if and to the extent such default or delay is caused, directly or indirectly, by fire, flood, earthquake, elements of nature or acts of God, riots, civil disorders, acts of terrorism or any similar cause beyond the reasonable control of such party, provided that the non-performing party is without fault in causing such default or delay.

The non-performing Party agrees to use commercially reasonable efforts to recommence performance as soon as possible.

11.15 Prohibition of Boycott Israel. Contractor verifies that it does not Boycott Israel, and agrees that during the term of this Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.

*(signature page to follow)*

EXECUTED this 8<sup>th</sup> day of December, 2020

City of Midlothian, Texas

By: [Signature]  
Chris Dick, City Manager

Approved as to form:

By: [Signature]  
Joseph J. Gorfida, Jr., City Attorney



EXECUTED this 10<sup>th</sup> day of February, 2021.

Bound Tree Medical, LLC

By: [Signature]  
Name: Shawn P. Saylor  
Title: CFO



## Quotation

Quotation#:

06/02/2023

**Account number:**

**BILL-TO**

141 W RENFRO ST, BURLESON, TX, 76028-4261

**SHIP-TO**

828 SW ALSBURY BLVD, STATION 1, BURLESON, TX, 76028-4087

BEST WAY

Payment Terms:

Contact Name

Phone Number

Item	UOM	Description	List Price	Your Price	Qty	Total price	Exp. Date
661121	EACH	SAM® Splint, Standard Roll, Orange and Blue, 36in L x 4.25in W	\$12.09	10.89	25	272.25	
2114-60105	EACH	Air-Q®sp3G Intubating Laryngeal Airway, Self-Pressurizing with Gastric Access, Size 1	\$27.79	25.29	14	354.06	
2114-60155	EACH	Air-Q®sp3G Intubating Laryngeal Airway, Self-Pressurizing with Gastric Access, Size 1.5	\$27.79	25.29	14	354.06	
2114-60205	EACH	Air-Q®sp3G Intubating Laryngeal Airway, Self-Pressurizing with Gastric Access, Size 2	\$27.79	25.29	14	354.06	
2114-60305	EACH	Air-Q®sp3G Intubating Laryngeal Airway, Self-Pressurizing with Gastric Access, Size 3	\$27.79	25.29	16	404.64	
2114-60405	EACH	Air-Q®sp3G Intubating Laryngeal Airway, Self-Pressurizing with Gastric Access, Size 4	\$27.79	25.29	16	404.64	
2114-60505	EACH	Air-Q®sp3G Intubating Laryngeal Airway, Self-Pressurizing with Gastric Access, Size 5	\$27.79	25.29	16	404.64	
2741-00195	Pack	Ambu® BlueSensor M, 50 Pouch	\$24.39	22.29	24	534.96	
0616-03	Pack	Amiodarone, 50mg/mL, 3mL Vial	\$138.99	41.0	2	82	
8600-01291	EACH	*Custom* Needle Cricothyrotomy Kit	\$16.49	14.89	8	119.12	
044-AS00502SEA	EACH	Amsure® Ear/Ulcer Bulb Syringe, 2oz, Sterile	\$1.39	0.52	8	4.16	
371006	Pack	Atropine, 0.1mg/mL, 10mL Luer Jet Prefilled Syringe	\$168.99	112.9	3	338.7	
1071-19231	EACH	Autoclavable Biohazard Bags Polypropylene w/Indicator, Flat Seal, Coreless Roll, Red, 7-10 gal	\$0.49	0.39	16	6.24	
371631	BOX	Calcium Chloride, 100mg/mL, 10mL LifeShield Prefilled Syringe	\$249.99	100.1	2	200.2	
2361-14540	EACH	Cirrus™ 2 Nebulizer Kit with Pediatric EcoLite™ Mask with Tube, 2.1m	\$5.89	5.29	12	63.48	
1015-14192	BOX	Cobalt® Exam Gloves, Blue, Medium	\$12.99	9.99	16	159.84	
1015-14191	BOX	Cobalt® Exam Gloves, Blue, Small	\$12.99	9.99	8	79.92	

List price

Your Price:

4136.97



Item	UOM	Description	List Price	Your Price	Qty	Total price	Exp. Date
1880-13022	EACH	Combat Application Tourniquet, Tactical Black	\$40.29	37.99	12	455.88	
16365	EACH	Curad® Transparent Adhesive Tape, 1.5yd L x 1in W	\$0.59	0.49	12	5.88	
670210-KIT	EACH	Curaplex® Assure Prism Orange Kit w/ Foil Test Strips, Basic	\$213.99	192.99	8	1543.92	
30061MS	EACH	Curaplex® Burn Sheet, 60in x 90in	\$4.69	1.9	12	22.8	
1431-55000	EACH	Curaplex® Cold Pack, Small, 5in x 5in	\$1.19	0.69	16	11.04	
1613-86214	EACH	Curaplex® CuraSlide™ BC Safety IV Catheter with Blood Control, 14ga x 1.25in L, Orange	\$3.39	1.75	24	42	
1613-86216	EACH	Curaplex® CuraSlide™ BC Safety IV Catheter with Blood Control, 16ga x 1.25in L, Gray	\$3.39	1.75	40	70	
1613-86218	EACH	Curaplex® CuraSlide™ BC Safety IV Catheter with Blood Control, 18ga x 1.25in L, Green	\$3.39	1.75	100	175	
1613-86220	EACH	Curaplex® CuraSlide™ BC Safety IV Catheter with Blood Control, 20ga x 1.25in L, Pink	\$3.39	1.75	100	175	
1613-86222	EACH	Curaplex® CuraSlide™ BC Safety IV Catheter with Blood Control, 22ga x 1in L, Blue	\$3.39	1.75	40	70	
1613-86224	EACH	Curaplex® CuraSlide™ BC Safety IV Catheter with Blood Control, 24ga x 0.75in L, Yellow	\$3.39	1.75	40	70	
670212-KIT	EACH	Curaplex® DART w/ Vial Adaptor Kit (3CC Syringe)	\$12.89	7.29	12	87.48	
2745-10075	ROLL	Curaplex® ECG Chart Paper, Red Grid, MRx, 75mm	\$4.69	4.59	12	55.08	
3M2218BE	EACH	3M™ Littmann® Classic II S.E. Stethoscope, Black Plated, 28in	\$139.99	119.99	10	1199.9	
17100MS	EACH	Curaplex® Fleece Blanket, 60in x 90in, Navy Blue	\$5.89	2.9	16	46.4	
1432-56000	EACH	Curaplex® Hot Pack, Small, 5in x 5in	\$1.09	0.24	12	2.88	
1712-10830	EACH	Curaplex® I.V. Admin Set, 10 Drop, 83in, PP Y-Site, Sure-Lok Needle-free Y-Site, Rotating Male Luer Lock	\$2.49	1.15	16	18.4	
670064-KIT	EACH	Curaplex® IV Start Kit With Tegaderm™, Alcohol, Flush	\$9.49	8.49	24	203.76	
12945	EACH	Curaplex® Mylar Emergency Blanket, 52in x 82in, Silver	\$1.19	1.14	12	13.68	
30557	EACH	Curaplex® Nebulizer with Mask, Adult	\$2.19	1.99	16	31.84	
4440010-B	EACH	Curaplex® Obstetrical Kit, Sealed, Standard w/ Head Warmer	\$19.29	17.29	12	207.48	
3246-12345	EACH	Curaplex® Patient Transporter, 1800lb Capacity, 14 Handles	\$30.99	12.45	8	99.6	
2442-BVMCIN	EACH	Curaplex® Select Child BVM, Manometer, Bacterial Filter, Child/Infant/Neonate Masks	\$33.99	30.49	8	243.92	
2113-10200	EACH	Curaplex® Select Endotracheal Tube with Stylet, Cuffed, 10mm Size	\$4.09	3.69	12	44.28	

**List price**      **Your Price:**      9033.19

Item	UOM	Description	List Price	Your Price	Qty	Total price	Exp. Date
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2113-10225	EACH	Curaplex® Select Endotracheal Tube with Stylet, Cuffed, 2.5mm Size	\$4.09	1.5	12	18	
2113-10235	EACH	Curaplex® Select Endotracheal Tube with Stylet, Cuffed, 3.5mm Size	\$4.09	1.5	12	18	
2113-10230	EACH	Curaplex® Select Endotracheal Tube with Stylet, Cuffed, 3mm Size	\$4.09	1.5	12	18	
2113-10245	EACH	Curaplex® Select Endotracheal Tube with Stylet, Cuffed, 4.5mm Size	\$4.09	1.5	12	18	
2113-10240	EACH	Curaplex® Select Endotracheal Tube with Stylet, Cuffed, 4mm Size	\$4.09	1.5	12	18	
2113-10255	EACH	Curaplex® Select Endotracheal Tube with Stylet, Cuffed, 5.5mm Size	\$4.09	1.5	12	18	
2113-10250	EACH	Curaplex® Select Endotracheal Tube with Stylet, Cuffed, 5mm Size	\$4.09	1.5	12	18	
2113-10265	EACH	Curaplex® Select Endotracheal Tube with Stylet, Cuffed, 6.5mm Size	\$4.09	1.5	12	18	
1212-02868	BOX	Abdominal Pads, 5in x 9in	\$6.79	6.09	24	146.16	
2113-10260	EACH	Curaplex® Select Endotracheal Tube with Stylet, Cuffed, 6mm Size	\$4.09	1.5	12	18	
2113-10275	EACH	Curaplex® Select Endotracheal Tube with Stylet, Cuffed, 7.5mm Size	\$4.09	1.5	12	18	
2113-10270	EACH	Curaplex® Select Endotracheal Tube with Stylet, Cuffed, 7mm Size	\$4.09	1.5	12	18	
2113-10285	EACH	Curaplex® Select Endotracheal Tube with Stylet, Cuffed, 8.5mm Size	\$4.09	1.5	12	18	
2113-10280	EACH	Curaplex® Select Endotracheal Tube with Stylet, Cuffed, 8mm Size	\$4.09	1.5	12	18	
2113-10290	EACH	Curaplex® Select Endotracheal Tube with Stylet, Cuffed, 9mm Size	\$4.09	1.5	12	18	
2442-BVMPIN	EACH	Curaplex® Select Infant BVM, Manometer, Bacterial Filter	\$29.79	22.19	8	177.52	
2021-18120	EACH	Curaplex® Select Nasopharyngeal Airway, 20FR, Neoprene, Robertazzi Style, Sterile, Single-Patient Use	\$4.17	3.76	12	45.12	
2021-18122	EACH	Curaplex® Select Nasopharyngeal Airway, 22FR, Neoprene, Robertazzi Style, Sterile, Single-Patient Use	\$4.17	2.09	12	25.08	
2021-18124	EACH	Curaplex® Select Nasopharyngeal Airway, 24FR, Neoprene, Robertazzi Style, Sterile, Single-Patient Use	\$4.17	2.09	12	25.08	
0651-04	BOX	Adenosine, 3mg/mL, 4mL Vial	\$339.90	93.0	16	1488	
2021-18126	EACH	Curaplex® Select Nasopharyngeal Airway, 26FR, Neoprene, Robertazzi Style, Sterile, Single-Patient Use	\$4.17	2.09	12	25.08	
2021-18128	EACH	Curaplex® Select Nasopharyngeal Airway, 28FR, Neoprene, Robertazzi Style, Sterile, Single-Patient Use	\$4.17	2.09	12	25.08	
2021-18130	EACH	Curaplex® Select Nasopharyngeal Airway, 30FR, Neoprene, Robertazzi Style, Sterile, Single-Patient Use	\$4.17	2.09	12	25.08	
2021-18132	EACH	Curaplex® Select Nasopharyngeal Airway, 32FR, Neoprene, Robertazzi Style, Sterile, Single-Patient Use	\$4.17	3.76	12	45.12	

**List price**      **Your Price:**      11312.51

Item	UOM	Description	List Price	Your Price	Qty	Total price	Exp. Date
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2021-18134	EACH	Curaplex® Select Nasopharyngeal Airway, 34FR, Neoprene, Robertazzi Style, Sterile, Single-Patient Use	\$4.17	3.76	12	45.12	
2021-18136	EACH	Curaplex® Select Nasopharyngeal Airway, 36FR, Neoprene, Robertazzi Style, Sterile, Single-Patient Use	\$4.17	3.76	12	45.12	
301-200EA	EACH	Curaplex® Select Nebulizer, Small-Volume, Hand-held, T-Piece, Mouthpiece, Flextube, 7ft Tubing	\$1.65	0.63	8	5.04	
8600-01344	EACH	Curaplex® Suction Kit with the SSCOR DuCanto Catheter®	\$5.69	5.09	16	81.44	
2114-60005	EACH	Air-Q®sp3G Intubating Laryngeal Airway, Self-Pressurizing with Gastric Access, Size 0	\$29.99	27.29	12	327.48	
2114-60055	EACH	Air-Q®sp3G Intubating Laryngeal Airway, Self-Pressurizing with Gastric Access, Size 0.5	\$29.99	27.29	12	327.48	
291860	BOX	3M 1860 N95 Particulate Respirator Mask, Regular	\$34.99	31.79	4	127.16	
3M1583B	CASE	3M™ Coban™ Self-Adherent Wrap, 3in x 5yds, Blue	\$68.00	62.99	2	125.98	
2744-96610	EACH	3M™ Surgical Clipper with Pivot Head	\$109.99	90.99	4	363.96	
597-00487-990130	BOX	Albuterol Sulfate Solution 0.5%, 5mg/mL, 0.5mL Vial	\$21.49	19.49	2	38.98	
DMS-05006	Pack	All Risk® Triage Tags, Non-Wristband	\$102.99	54.5	4	218	
APLS1116Z	BOX	Aplicare Compound Benzoin Tincture Swabsticks, Single Use, Box of 50	\$60.99	54.99	4	219.96	
911316	Batch	Aspirin Chewable Tablets, 81mg, Orange Flavor, 36/BT	\$2.01	0.73	8	5.84	
1061-100	TUBE	CaviWipes™ Surface Disinfectant Wipes, 6in x 6-3/4in	\$15.59	14.29	10	142.9	
1015-14193	BOX	Cobalt® Exam Gloves, Blue, Large	\$12.99	9.99	12	119.88	
1015-14194	BOX	Cobalt® Exam Gloves, Blue, X-Large	\$12.99	9.99	12	119.88	
3245-20004	EACH	CombiCarrierII® Backboard/Split Litter w/ Four 2-Piece Speed Clip Straps, Olive Drab Green	\$1,329.99	1209.99	5	6049.95	
670200-KIT	EACH	Curaplex PPE Kit, Intermediate w/ Shoe/Hair Covers	\$11.09	9.99	10	99.9	
1330-85300	BOX	Curaplex® Alcohol Prep Pad, Sterile, 2 Ply, Medium	\$4.09	1.33	5	6.65	
13027	Pack	Curaplex® Berman Oral Airway Kit	\$4.79	3.69	8	29.52	
1071-10204	Pack	Curaplex® Emesis Bag, Standard, Thicker LDPE Material,	\$28.09	26.49	10	264.9	
2764-70721	BOX	Curaplex® Safety Lancet, 21 Gauge, Green	\$20.89	6.5	10	65	
2442-BVMPAD	EACH	Curaplex® Select Adult BVM, Manometer, PEEP, Bacterial Filter	\$29.79	22.19	16	355.04	
KE44115	BOX	Curity™ Adhesive Plastic Bandages, 1in	\$1.69	1.59	10	15.9	

**List price**      **Your Price:**      20513.59

Item	UOM	Description	List Price	Your Price	Qty	Total price	Exp. Date
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376505	Pack	Dexamethasone, 4mg/mL, 5mL Vial	\$312.25	168.0	1	168	
2130-42560	EACH	Thomas Select ET Tube Holder, Adult	\$5.59	4.99	16	79.84	
1124-36800	BOX	Triangular Bandages, 40in x 40in x 56in	\$26.49	23.99	12	287.88	
G4128	EACH	Twinpak™ Dual Cannula Device, 20ga Steel/17ga Plastic	\$0.68	0.43	32	13.76	
1072-23519	EACH	Urinal with Cover, 32oz	\$1.09	0.49	4	1.96	
1031-12100	EACH	Face Shield	\$1.89	1.79	8	14.32	
540047	EACH	Gallant Preparation Razors, Platinum Coated Stainless Steel Blade	\$0.69	0.34	24	8.16	
DYND72016	EACH	Gastric Sump Tube, Silicone, 16FR	\$4.51	3.84	3	11.52	
DYND72018	EACH	Gastric Sump Tube, Silicone, 18FR	\$5.49	4.75	3	14.25	
1921-16217	EACH	Dextrose 10%, 250mL Bag	\$10.69	5.39	12	64.68	
081412	BOX	Gauze Pad 12-ply, 4in x 4in	\$15.49	13.09	1	13.09	
0593-03	EACH	Glucagon Kit, Glucagon 1mg, Sterile Water 1mL, Vial	\$282.99	140.0	12	1680	
670170-KIT	EACH	GO-PAP™ w/ Neb-Connect and Capno Kit, Standard Headgear, Adult Medium Mask	\$139.99	115.99	8	927.92	
77-8130EA	EACH	High Concentration Non-rebreather Oxygen Mask with Safety Vent, 7ft Tubing, Adult	\$2.95	2.34	16	37.44	
77-1130EA	EACH	High Concentration Non-rebreather Oxygen Mask with Safety Vent, 7ft Tubing, Pediatric	\$5.29	4.29	16	68.64	
1920-01010	EACH	IV Flush Syringe Normal Saline, 10mL Prefilled Syringe	\$1.79	1.59	24	38.16	
1712-74218	EACH	Dial-A-Flo™ MacroBore Extension Set, 3mL, 18in Nominal Length	\$11.19	9.49	8	75.92	
1008010	EACH	Ketorolac, 30mg/mL, 1mL Vial	\$13.79	12.49	12	149.88	
1451-1	EACH	Magnesium Sulfate 50%, 500mg/mL, 10mL Vial	\$13.39	12.19	12	146.28	
2712-02811	EACH	Masimo SET® LNCS® Neo Adhesive Sensor, Neonatal	\$23.49	15.5	16	248	
1340-67507	EACH	MediChoice® Lubricating Jelly, 5g, Sterile	\$0.49	0.39	32	12.48	
X2320	EACH	Medline Thumbs Up® Standard Polyethylene Isolation Gown, Regular/Large, Blue	\$1.79	1.16	16	18.56	
2820-35223	EACH	Metalite™ Reusable Penlight, White with Pupil Gauge, 5-3/4in L x 1/2in D	\$5.09	3.77	7	26.39	
8812	EACH	Micro-Cut™ Ring Cutler, 4.5in	\$31.49	22.99	8	183.92	

List price      Your Price:      24804.64

Item	UOM	Description	List Price	Your Price	Qty	Total price	Exp Date
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6014-10	BOX	Diltiazem, 5mg/mL, 10mL Vial	\$119.99	102.99	12	1235.88	
174620	EACH	Microstream™ Advance FilterLine® Set, Adult/Pediatric, 6.5ft	\$12.39	5.9	12	70.8	
661083	EACH	Monoject™ SoftPack Luer Lock Tip Insulin Syringe without Needle, 1mL	\$0.79	0.69	12	8.28	
9280	EACH	Multi-Trauma Dressing, 12in L x 30in W	\$2.36	2.13	12	25.56	
373369	CASE	Naloxone, 1mg/mL, 2mL Luer-Jet™ Luer-Lock Prefilled Syringe	\$459.99	170.0	2	340	
8-0436-11	Batch	Nitroglycerin, 0.4mg, 25 Sublingual Tablets	\$28.29	25.49	12	305.88	
0997-10	BOX	Norepinephrine, 1mg/mL, 4mL Vial	\$165.90	140.9	2	281.8	
1633-30430	EACH	Omnifix® Luer Lock Tip Syringe without Needle, 30mL	\$0.79	0.69	16	11.04	
1633-30303	EACH	Omnifix® Luer Lock Tip Syringe without Needle, 3mL	\$0.19	0.08	16	1.28	
1000200	EACH	Diphenhydramine, 50mg/mL, 1mL Vial	\$10.59	9.49	12	113.88	
1633-05305	EACH	Omnifix® Luer Lock Tip Syringe without Needle, 5mL	\$0.19	0.17	16	2.72	
1012890	EACH	Ondansetron, 2mg/mL, 2mL Vial	\$12.29	11.09	12	133.08	
413050	EACH	Patient Belongings/Possessions Bag, Clear, 20in x 20in	\$1.09	0.79	8	6.32	
G1008	EACH	Pro-series Utility/EMS Shear, 7.25in, Tactical All Black	\$5.09	4.58	8	36.64	
660274	PAIR	Purity V20 Safety Glasses, Clear Anti-fog Lens	\$3.99	3.39	16	54.24	
1214-35034	EACH	QuikClot Combat Hemostatic Gauze, Black, 3in x 4yd	\$51.99	34.28	12	411.36	
375901	EACH	Racepinephrine Solution 2.25%, 0.5mL Vial	\$6.39	0.58	12	6.96	
1641-91830	EACH	SafetyGlide™ Shielding Hypodermic Needle, 18ga x 1-1/2in	\$0.89	0.31	16	4.96	
62305916	EACH	SafetyGlide™ Shielding Hypodermic Needle, 25ga x 1in	\$0.89	0.77	16	12.32	
665568	EACH	SAM Pelvic Sling™ II, Olive Drab, Medium	\$98.09	89.99	8	719.92	
Q20372	TUBE	Sani-Hands® ALC Antimicrobial Alcohol Wipe, 6in x 7-1/2in	\$11.79	4.83	8	38.64	
1850-07261	EACH	Sapphire Multi-Therapy Infusion Pump Kit	\$2,350.00	2350.0	5	11750	
670220-KIT	EACH	Sapphire Pump Half-Set Admin Start Kit	\$20.29	20.29	10	202.9	
1712-12044	EACH	Sapphire Pump Set, Vented/Non-Vented, 113in	\$10.79	10.79	10	107.9	

**List price**      **Your Price:**      40687

Item	UOM	Description	List Price	Your Price	Qty	Total price	Exp Date
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298507SA	EACH	SharpSafety Safety In Room Sharps Container, 5qt, Transparent Red	\$11.29	4.34	4	17.36	
2146-03001	EACH	Single Use Blade for UESCOPE® 2, Size D0	\$51.99	46.49	12	557.88	
501110	PAIR	Economy Limb Restraint w/ D Rings, Pair	\$6.89	6.19	8	49.52	
2146-03010	EACH	Single Use Blade for UESCOPE® 2, Size D1	\$51.99	46.49	12	557.88	
2146-03020	EACH	Single Use Blade for UESCOPE® 2, Size D2	\$51.99	46.49	12	557.88	
2146-03030	EACH	Single Use Blade for UESCOPE® 2, Size D3	\$51.99	46.49	12	557.88	
2146-03040	EACH	Single Use Blade for UESCOPE® 2, Size D4	\$51.99	46.49	12	557.88	
1320-60080	EACH	Skintegrity Wound Cleanser, 8oz	\$12.69	11.49	4	45.96	
3020-26210	EACH	Slishman Traction Splint with Telescoping Aluminum Poles, One Size Fits All	\$224.99	215.99	4	863.96	
177653	EACH	Smart CapnoLine® Plus, Oral-Nasal, Male Connector, Adult/Intermediate	\$14.49	13.09	16	209.44	
177669	EACH	Smart CapnoLine®, Oral-Nasal, O2 Tubing Female Connector, Pediatric	\$18.29	10.85	16	173.6	
371035	Pack	Sodium Bicarbonate 8.4%, 1mEq/mL, 50mL Luer Jet Prefilled Syringe	\$274.99	257.99	2	515.98	
601324X	EACH	Sodium Chloride 0.9%, 1000mL Bag	\$11.09	4.75	16	76	
9-01212-70	EACH	Endotracheal Tube Introducer, Adult, 15fr x 70cm, Coude Tip	\$11.99	4.15	12	49.8	
601322	EACH	Sodium Chloride 0.9%, 250mL Bag	\$9.99	3.99	8	31.92	
1263-1	EACH	Solu-Medrol® 125mg, 2mL Act-O-Vial® System	\$22.99	20.79	12	249.48	
1033-15311	EACH	Spit Sock Hood, Latex-free	\$5.49	2.94	8	23.52	
065-520211001EA	EACH	Spur® II BVM with Bag Reservoir, Adult, Medium Mask, PEEP Valve	\$21.49	10.9	8	87.2	
2742-40289	PAIR	Stat-Padz® HVP Multi-function CPR Electrodes, Adult	\$120.99	91.49	12	1097.88	
1922-06260	CASE	Sterile Water for Irrigation, 250mL Bottle	\$159.99	149.99	1	149.99	
L980021	EACH	Stifneck® Pedi-Select™ Extrication Collar, Pediatric	\$13.29	6.69	16	107.04	
980012	EACH	Stifneck® Select™ Olive Green Extrication Collar, Adult	\$13.29	6.69	16	107.04	
080703	BAG	Stretch Gauze Bandages, Sterile, 3in x 4.1yd	\$6.59	5.79	32	185.28	
2212-86100	EACH	Suction Canister With Tubing, 300mL	\$20.49	19.69	12	236.28	

**List price**      **Your Price:**      47753.65

Item	UOM	Description	List Price	Your Price	Qty	Total price	Exp Date
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2120-17010	EACH	Endotracheal Tube Introducer, Pediatric, Coude Tip	\$11.99	10.89	12	130.68	
279-4810EA	EACH	Suction Catheter, Sterile, 10fr	\$0.89	0.79	12	9.48	
279-4812EA	EACH	Suction Catheter, Sterile, 12fr	\$0.89	0.79	12	9.48	
279-4814EA	EACH	Suction Catheter, Sterile, 14fr	\$0.89	0.79	12	9.48	
279-4818EA	EACH	Suction Catheter, Sterile, 18fr	\$0.89	0.79	12	9.48	
279-4806EA	EACH	Suction Catheter, Sterile, Pediatric, 6fr	\$0.89	0.79	12	9.48	
179400	EACH	SureTemp® Plus 690 Wall-Mount Electronic Thermometer with Interchangeable Oral Probe Well *Non-Returnable*	\$468.99	417.99	4	1671.96	
G1091	EACH	SWAT™ Tourniquet, Rescue Orange	\$19.99	8.79	12	105.48	
750667	EACH	Syringe, Luer Lock, 60cc	\$1.49	1.39	8	11.12	
020400	EACH	Thomas ET Tube Holder, Pediatric, Pink	\$6.09	2.72	12	32.64	
660520	BOX	DynaLube Lubricating Jelly, 5g, Clear	\$12.79	11.39	1	11.39	
103-10	Pack	Epinephrine 1mg/mL, 1mL Ampule	\$239.90	110.0	2	220	
373316	Pack	Epinephrine 0.1mg/mL (1:10,000), 10mL Luer-Jet™ Prefilled Syringe	\$167.99	100.0	3	300	
3271-71302	CASE	Extended Length Fitted Sheet with Elastic Corners, 30in x 84in	\$52.99	45.49	1	45.49	
3250-11503	EACH	Ferno® Pedi-Mate® Plus Restraint System	\$487.99	463.99	4	1855.96	
2522-00802	EACH	G3 Breather Pack, Blue	\$336.99	219.3	4	877.2	
2522-00818	EACH	G3 Breather Pack, Red	\$336.99	303.99	5	1519.95	
1423-03015	Pack	Glucose 15™ Oral Glucose Gel Pack, 15g, Grape Flavor	\$16.99	11.69	4	46.76	
115349	EACH	Graham Flex-Air Disposable Pillow, White	\$1.23	1.12	4	4.48	
0426-12	BOX	Haloperidol, 5mg/mL, 1mL Vial	\$184.99	37.25	1	37.25	
660030	EACH	K.E.D.® Extrication Device, with Ked, Head Straps, Carrying Case	\$187.99	181.99	4	727.96	
2221-61088	EACH	LCSU 4 (Laerdal Compact Suction Unit), 300ml	\$709.09	639.99	5	3199.95	
F165631	BOX	Lightweight Cloth Adhesive Surgical Tape, 10yd L x 1in W	\$14.29	7.53	1	7.53	
80448	BOX	Medi-First® Extra Strength Non-Aspirin, Acetaminophen, 500mg, 250 Tablets (2/pk)	\$14.99	13.59	1	13.59	

List price      Your Price:      58620.44

Item	UOM	Description	List Price	Your Price	Qty	Total price	Exp Date
------	-----	-------------	------------	------------	-----	-------------	----------

0390-10	BOX	Ondansetron, 4mg, 30 Orally Disintegrating Tablets	\$23.09	5.5	2	11	
609153	BOX	Povidone Iodine Preparation Pad With Saturated 10% PVP Solution, Medium	\$12.49	3.6	1	3.6	
1031-87529	BOX	ProDefense™ Face Mask Level 2, 3-Ply, Earloops, Blue	\$13.69	12.49	1	12.49	
107-10	BOX	Tranexamic Acid, 100mg/mL, 10mL Vial	\$279.99	90.0	2	180	
34790	CASE	Wypall® Terry Wipers, 9.1in x 16.8in, White	\$205.99	169.99	4	679.96	
F490681	BOX	Xeroform Petrolatum Gauze Dressing, 5in x 9in	\$123.99	97.99	1	97.99	
1911-01911EP	EACH	Acetaminophen, 10mg/mL, 100mL Premixed Bag	\$34.59	31.29	12	375.48	
62305917	EACH	SafetyGlide™ Shielding Hypodermic Needle, 21ga x 1-1/2in	\$1.22	0.31	24	7.44	

List price      Your Price:      59999.4

Comments:

**GREG WOLF**

Phone: 817.658.4168

<a href="mailto:greg.wolf@boundtree.com">

Sales tax will be applied to customers who are not exempt.

Shipping charges will be prepaid and added to the invoice unless otherwise stated.

This quotation is valid until the quote expires or the manufacturer's price to Bound Tree Medical increases.

To place an order, please visit our website at [www.boundtree.com](http://www.boundtree.com), login and add to your  
or call (800) 533-0523  
fax (800) 257-5713

Bound Tree Medical | 5000 Tuttle Crossing Blvd., Dublin Ohio| Telephone 800 533-0523

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

## OFFICE USE ONLY CERTIFICATION OF FILING

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

Bound Tree Medical, LLC  
Dublin, OH United States

Certificate Number:  
2023-1037516

Date Filed:  
06/22/2023

Date Acknowledged:

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

City of Burleson

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

2020-28  
Medical Supplies and Pharmaceuticals

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



### 6 UNSWORN DECLARATION

My name is Christopher Fyffe, and my date of birth is                     .

My address is 3236 Yellow Finch Way, Columbus, OH, 43231, US.  
(street) (city) (state) (zip code) (country)

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

Executed in Franklin County, State of OH, on the 22nd day of June, 2023.  
(month) (year)

  
\_\_\_\_\_  
Signature of authorized agent of contracting business entity  
(Declarant)

**CERTIFICATE OF INTERESTED PARTIES****FORM 1295**

1 of 1

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

**OFFICE USE ONLY  
CERTIFICATION OF FILING****1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Bound Tree Medical, LLC  
Dublin, OH United States

**Certificate Number:**  
2023-1037516

**Date Filed:**  
06/22/2023

**Date Acknowledged:**  
07/11/2023

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

City of Burleson

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

2020-28  
Medical Supplies and Pharmaceuticals

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

**5 Check only if there is NO Interested Party.****6 UNSWORN DECLARATION**

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

My address is \_\_\_\_\_  
(street) (city) (state) (zip code) (country)

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

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(month) (year)

\_\_\_\_\_  
Signature of authorized agent of contracting business entity  
(Declarant)

**STATE OF TEXAS                   §**  
**§**  
**COUNTY OF ELLIS               §**

**INTERLOCAL COOPERATION AGREEMENT**

This Interlocal Cooperation Agreement ("**Agreement**") is by and between the City of Midlothian, Texas ("**Midlothian**"), and the City of Burleson, Texas ("**Burleson**"), acting by and through their authorized officers.

**RECITALS:**

**WHEREAS**, this Agreement is authorized by Chapter 791 of the Texas Government Code and Subchapter F, Chapter 271, Texas Local Government Code; and

**WHEREAS**, Section 271.102 of the TEX. LOC. GOV'T CODE authorizes a local government to participate in a Cooperative Purchasing Program with another local government or a local cooperative organization; and

**WHEREAS**, a local government that purchases goods and services pursuant to a Cooperative Purchasing Program with another local government satisfies the requirement of the local government to seek competitive bids for the purchase of the goods and materials; and

**WHEREAS**, each party has and will on an annual basis obtain competitive bids for the purchase of goods and services; and

**WHEREAS**, the parties desire to enter into a cooperative purchasing program, which will allow each party to purchase goods and services under each other's competitively bid contracts pursuant to Subchapter F, Chapter 271 of the TEX. LOC. GOV'T CODE;

**NOW THEREFORE**, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

**ARTICLE I**  
**PURPOSE**

The purpose of this Agreement is to establish a cooperative purchasing program between the parties, which will allow each party to purchase goods and services under each other's competitively bid contracts pursuant to Subchapter F, Chapter 271 of the TEX. LOC. GOV'T CODE.

## **ARTICLE II TERM**

The term of this Agreement shall be for a period of one (1) year commencing on the last date of execution hereof ("**Effective Date**"). Thereafter this Agreement shall automatically renew for successive periods of one (1) year each under the terms and conditions stated herein, unless sooner terminated as provided herein.

## **ARTICLE III TERMINATION**

Either party may terminate this Agreement by providing thirty (30) days prior written notice to the other party.

## **ARTICLE IV PURCHASING**

The City Manager or designee for each of party is authorized to act on behalf of the respective party in all matters relating to this cooperative purchasing program. Each party shall make payments directly to the vendor under the contract made pursuant to Subchapter F, Chapter 271 of the TEX. LOC. GOV'T CODE. Each party shall be responsible for the respective vendor's compliance with provisions relating to the quality of items and terms of delivery.

## **ARTICLE V MISCELLANEOUS**

5.1 **Relationship of Parties:** This Agreement is not intended to create, nor should it be construed as creating, a partnership, association, joint venture or trust.

5.2 **Notice:** Any notice required or permitted to be delivered hereunder shall be deemed received when sent in the United States Mail, Postage Prepaid, Certified Mail, Return Receipt Requested, or by hand-delivery or facsimile transmission addressed to the respective party at the address set forth below the signature of the party.

5.3 **Amendment:** This Agreement may be amended by the mutual written agreement of both parties hereto.

5.4 **Severability:** In the event any 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 the other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.



5.5 **Governing Law:** The validity of this Agreement and any of its terms and provisions as well as the rights and duties of the parties, shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be in the State District Court of Ellis or Johnson County, Texas.

5.6 **Entire Agreement:** This Agreement represents the entire agreement among the parties with respect to the subject matter covered by this Agreement. There is no other collateral, oral or written agreement between the parties that in any manner relates to the subject matter of this Agreement.

5.7 **Recitals:** The recitals to this Agreement are incorporated herein.

5.8 **Counterparts:** This Agreement may be executed in any number of counterparts, each of whom shall be deemed an original and constitute one and the same instrument.

EXECUTED this 13<sup>th</sup> day of June, 2023.

CITY OF MIDLOTHIAN, TEXAS

By: \_\_\_\_\_

CHRIS DICK, CITY MANAGER

ATTEST:

By: Sammy Warner  
CITY SECRETARY

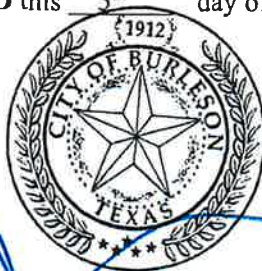


EXECUTED this 5<sup>th</sup> day of June 2023.

CITY OF BURLESON, TEXAS

By: \_\_\_\_\_

TOMMY LUDWIG, INTERIM CITY MANAGER



ATTEST:

By: \_\_\_\_\_

CITY SECRETARY

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

## OFFICE USE ONLY CERTIFICATION OF FILING

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

Bound Tree Medical, LLC  
Dublin, OH United States

Certificate Number:  
2023-1085031

Date Filed:  
10/18/2023

Date Acknowledged:

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

City of Burleson

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

2020-28  
EMS Medical Supplies

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



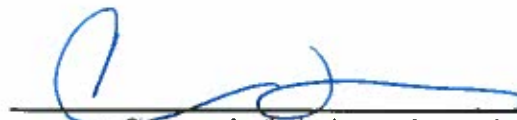
### 6 UNSWORN DECLARATION

My name is Christopher Fyffe, and my date of birth is 12/28/1984.

My address is 5000 Tuttle Crossing Blvd, Dublin, OH, 43016, US.  
(street) (city) (state) (zip code) (country)

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

Executed in Franklin County, State of Ohio, on the 18th day of October, 2023.  
(month) (year)

  
\_\_\_\_\_  
Signature of authorized agent of contracting business entity  
(Declarant)

STATE OF TEXAS  
COUNTY OF ELLIS

§  
§  
§

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This Interlocal Cooperation Agreement (“**Agreement**”) is by and between the City of Midlothian, Texas (“**Midlothian**”), and the City of Burleson, Texas (“**Burleson**”), acting by and through their authorized officers.

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5.7 **Recitals:** The recitals to this Agreement are incorporated herein.

5.8 **Counterparts:** This Agreement may be executed in any number of counterparts, each of whom shall be deemed an original and constitute one and the same instrument.

EXECUTED this 13<sup>th</sup> day of June, 2023.

CITY OF MIDLOTHIAN, TEXAS

By: \_\_\_\_\_

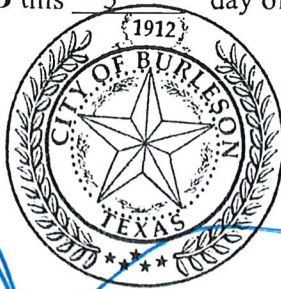
CHRIS DICK, CITY MANAGER

ATTEST:

By: Sammy Varner  
CITY SECRETARY



EXECUTED this 5<sup>th</sup> day of June, 2023.



CITY OF BURLESON, TEXAS

By: \_\_\_\_\_

TOMMY LUDWIG, INTERIM CITY MANAGER

ATTEST:

By: [Signature]  
CITY SECRETARY

---

## City Council Regular Meeting

**DEPARTMENT:** Development Services

**FROM:** Tony McIlwain, Development Services Director

**MEETING:** November 13, 2023

**SUBJECT:**

ETJ Release Petition for 7901 & 8001 CR 802 and 1820 FM 731 (Case 23-313): Consider approval of a resolution ratifying the petition for release from the City of Burleson's extraterritorial jurisdiction (ETJ) for approximately 97.248 acres of land located at 7901 & 8001 CR 802 and 1820 FM 731. *(Staff Presenter: Tony McIlwain, Development Services Director) (No Planning and Zoning Commission action was required for this item.)*

**SUMMARY:**

On October 18, 2023, a petition was submitted by Phillip Waddell (owner) and signed by Larry and Melody Roberts (owners) to be released from the extraterritorial jurisdiction (ETJ) of the City of Burleson for approximately 97.248 acres of land, comprised of three parcels, addressed as 7901 CR 802, 8001 CR 802, and 1820 FM 732, as shown on the attached Exhibit A.

The petition for release from the ETJ is administratively complete and meets the requirements of H.B. 5217 and Subchapter D, Chapter 42 of the Texas Local Government Code

**OPTIONS:**

- 1) Approve the resolution for release from the ETJ; or
- 2) Deny the resolution for release from the ETJ.

**RECOMMENDATION:**

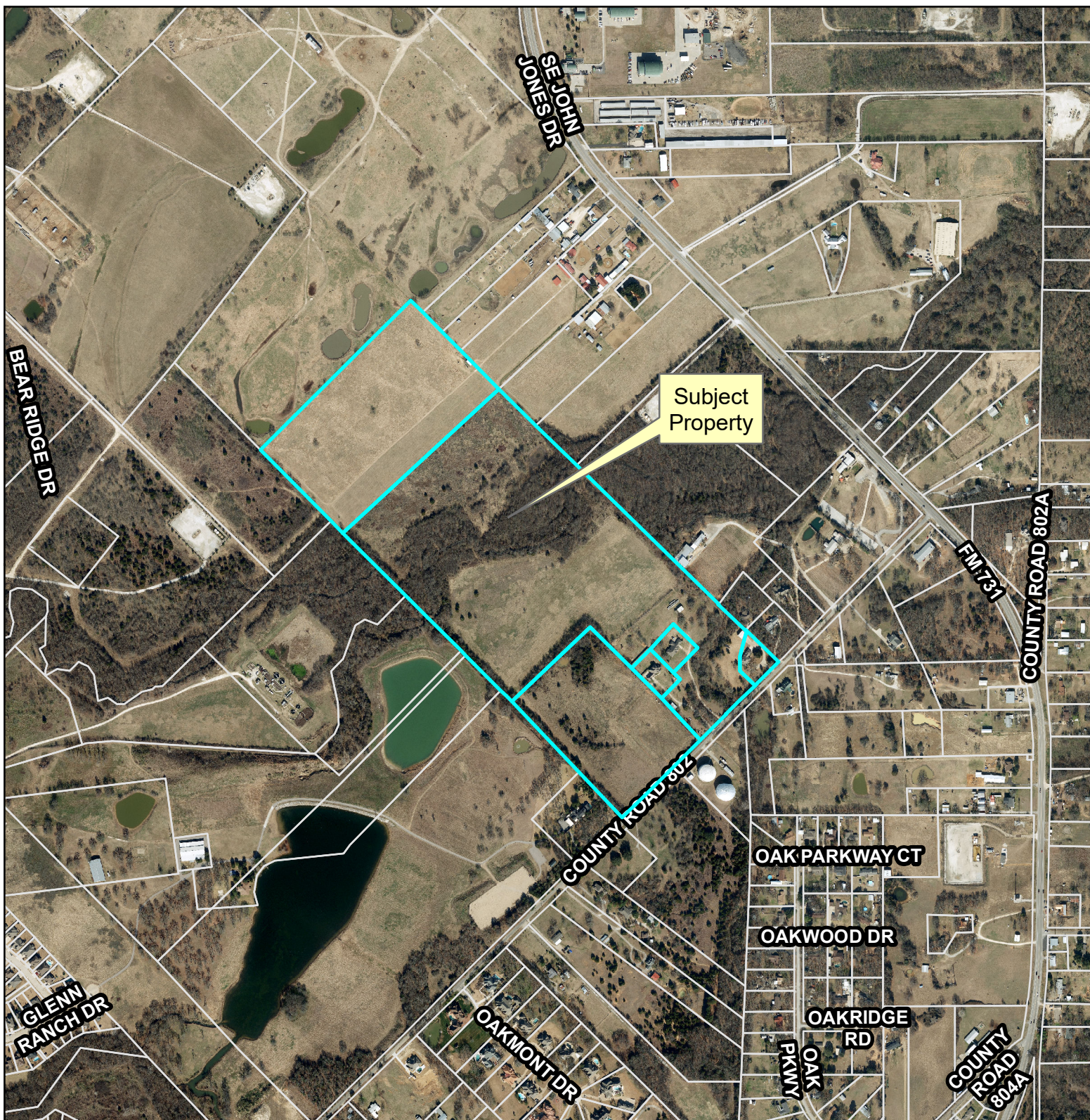
Staff recommends approving the resolution from release from the City of Burleson ETJ (Case 23-313).



**STAFF CONTACT:**

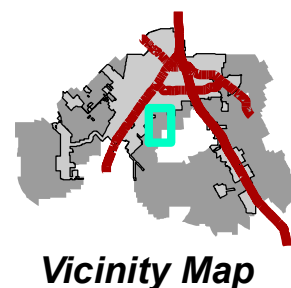
Tony McIlwain  
Director of Development Services  
[tmcilwain@burlesontx.com](mailto:tmcilwain@burlesontx.com)  
817-426-9684





THE CITY OF  
**BURLESON**  
TEXAS

**7901 & 8001 CR 802**  
**1820 FM 731**  
**ETJ Release Petition**  
**Case 23-313**



713



## **RESOLUTION**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS GRANTING A PETITION FILED BY PHILLIP WADDELL UNDER SECTION 42.102 OF THE LOCAL GOVERNMENT CODE AND REMOVING APPROXIMATELY 97.248 ACRES OF LAND ADDRESSED AS 7901 CR 802, 8001 CR 802, AND 1820 FM 731 AND AS FURTHER DESCRIBED IN THE PETITION FROM THE CITY’S EXTRATERRITORIAL JURISDICTION.**

**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**, Subchapter D “Release of Area by Petition of Landowner or Resident from Extraterritorial Jurisdiction” of Chapter 42 of the Local Government Code became effective on September 1, 2023; and

**WHEREAS**, on October 18, 2023, the City received a petition in accordance with Subchapter D from Phillip Waddell, a copy of said petition being attached to this resolution as Exhibit “A” and incorporated herein by reference for all purposes; and

**WHEREAS**, the petition requests the City release the real properties commonly known and addressed as 7901 CR 802, 8001 CR 802, and 1820 FM 731 and that is more fully described in the petition from the City’s extraterritorial jurisdiction (the “Property”),

**WHEREAS**, the City Council finds that Subchapter D applies to the Property, that the petitioner has the authority to file the petition, and that the petition meets all of the requirements of Subchapter D; and

**WHEREAS**, in accordance with Section 42.105 of the Local Government Code, the City Council desires to release the real property described in the petition from the City’s extraterritorial jurisdiction.

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

#### **Section 1.**

In accordance with Section 42.105 of the Local Government Code, the City hereby grants the petition and releases the Property from the City’s extraterritorial jurisdiction.

#### **Section 2.**

The City Manager is hereby directed to amend the official city map to reflect the removal of real property from the City's extraterritorial jurisdiction, in accordance with Section 41.001 of the Local Government Code. Additionally, the City Manager is hereby further directed to deliver a copy of this resolution to the petitioner, in accordance with Section 42.105 of the Local Government Code.

**Section 3.**

The foregoing recitals are adopted and incorporated herein for all purposes.

**Section 4.**

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

**PASSED, APPROVED, AND SO RESOLVED** by the City Council of the City of Burleson, Texas, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

\_\_\_\_\_  
Chris Fletcher, Mayor  
City of Burleson, Texas

APPROVED AS TO FORM:

\_\_\_\_\_  
Amanda Campos, City Secretary

\_\_\_\_\_  
E. Allen Taylor, Jr., City Attorney

**Exhibit A**  
**Metes and Bounds Description 1 of 2**

BEING ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND out of the H.G. CATLETT SURVEY, No. 19, Abstract 184, Johnson County, Texas, being the same tract of land as conveyed by Riggs Pennington and wife, Rebecca S. Pennington, to W. I. Russell by Deed recorded in Volume 68, page 313, Deed Records, Johnson County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at an iron rod lying on the Northwesterly line of County Road 802 that bears South 44 degrees 58 minutes 19 seconds West, a distance of 1357.0 feet from the East corner of said Catlett Survey;

THENCE South 44 degrees 58 minutes 19 seconds West, a distance of 677.87 feet along said Northwesterly line to a fence corner post for a corner;

THENCE North 44 degrees 59 minutes 54 seconds West leaving said West line, a distance of 979.61 feet to an iron rod for a corner;

THENCE South 46 degrees 08 minutes 34 seconds West, a distance of 671.27 feet to an iron rod for a corner;

THENCE North 44 degrees 53 minutes 54 seconds West, a distance of 2207.80 feet to an iron rod for a corner;

THENCE North 45 degrees 00 minutes East, a distance of 1307.83 feet to a fence corner post for a corner;

THENCE South 45 degrees 18 minutes East, a distance of 274.05 feet to an iron rod;

THENCE South 45 degrees 03 minutes 05 seconds East, a distance of 164.82 feet to an iron rod;

THENCE South 44 degrees 50 minutes 17 seconds East, a distance of 366.35 feet to an iron rod;

THENCE South 45 degrees 24 minutes 20 seconds East, a distance of 294.87 feet to an iron rod;

THENCE South 45 degrees 24 minutes 25 seconds East, a distance of 95.46 feet to a 1-inch iron pipe;

THENCE South 45 degrees 58 minutes 10 seconds East, a distance of 2005.21 feet to the POINT OF BEGINNING and containing approximately 82.06 acres of land.

## **Metes and Bounds Description 2 of 2**

BEING PART OF THE 160 ACRE TRACT CONVEYED BY R. TOOMBS. ET AL TO J.A. MORROW BY DEED RECORDED IN VOL. "K" PAGE 112 DEED RECORDS OF JOHNSON COUNTY, TEXAS.

BEGINNING at an iron pin on the West of N.W. line of Village Creek Road 961.64 yrs. S. 45 degrees W. and 5.94 yrs. N. 45 degrees 0' 43" W. from the East corner of the H.G. Catlett Survey Abst. #184 in Johnson County, Texas. Said Iron being 5.94 yrs. N. 45 degrees 0' 43" W. from the South corner of said J.A. Morrow 160 acre tract.

THENCE N. 43 degrees 0' 43" W. along and with fence line 993.7 ft. an iron pin and post on the West side of drainage ditch. Said post being the most Westerly South corner of the J. W. Haskew 80 acre tract as shown in Vol. "K" Page 126 D.R.J.C.T.

THENCE N. 45 degrees 45' 19" E. along and with fence line 671.52 ft. an iron pin and post.  
THENCE N. 44 degrees 50' 42" E. along and with fence line 981.19 ft. an Iron pin by P.O. stump in the North line of said road.

THENCE S, 44 degrees 41' 11" W. with said road 668.6 ft. to the place of beginning,  
CONTAINING 15.188 ACRES OF LAND MORE OR LESS.



OCT 18 2023

OCT18 23 11:43AM

## Release from Extraterritorial Jurisdiction (ETJ) Petition

### APPLICANT / OWNER

Applicant or Authorized Agent	Owner
Name: <i>Phillip Waddell</i>	Name: <i>Phillip Waddell</i>
Company::	Company:
Address:: <i>8021 cr 802</i>	Address:: <i>8021 cr 802</i>
Telephone: <i>817-228-1215</i>	Telephone: <i>817-228-1215</i>
Email:	Email: <i>Phillip2103@yahoo.com</i>
Signature: <i>Phillip Waddell</i>	Signature: <i>Phillip Waddell</i>

### SITE INFORMATION

Number of properties within the area to be released:	<i>2</i>
General location or address of area to be released:	<i>7901 S 8001 cr 802</i>
Total Acres to be released:	<i>95</i>
County of Request	<i>Texas</i>

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

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


# CITY OF BURLESON RELEASE FROM ETJ PETITION

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

Tax ID # and Physical Address	Property Owners Signature	Notary
<p>7901 S 8001</p> <p>CR 802</p> <p>Burleson, TX 76028</p>	<p><i>Phillip Waddell</i></p>	<p>State of <u>Texas</u></p> <p>County of <u>JOHNSON</u></p> <p>The instrument was signed or acknowledged before me on <u>October 18, 2023</u></p> <p>By <u>Phillip Waddell</u></p> <p>Print name of signer(s)</p> <div style="border: 2px solid blue; padding: 5px; display: inline-block;"> <p>KANDI DANIEL</p> <p>Notary Public, State of Texas</p> <p>Comm. Expires 02-10-2024</p> <p>Notary ID 132351667</p> </div> <p><i>Kandi Daniel</i></p> <p>Notary Signature</p>
		<p>State of _____</p> <p>County of _____</p> <p>The instrument was signed or acknowledged before me on _____</p> <p>By _____</p> <p>Print name of signer(s)</p> <p>_____</p> <p>Notary Signature</p>


# CITY OF BURLESON RELEASE FROM ETJ PETITION

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

Tax ID # and Physical Address	Property Owners Signature	Notary
<p>7901 28001 CR 902 Burleson TX 76028</p>	<p>Phillip Wassell</p>	<p>State of <u>Texas</u> County of <u>Johnson</u> The instrument was signed or acknowledged before me on <u>October 18, 2023</u> By <u>Phillip Wassell</u> Print name of signer(s)     <u>Alicia Montes-Saavedra</u> Notary Signature</p>
		<p>State of _____ County of _____ The instrument was signed or acknowledged before me on _____ By _____ Print name of signer(s)    Notary Signature</p>


# CITY OF BURLESON RELEASE FROM ETJ PETITION

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

Tax ID # and Physical Address	Property Owners Signature	Notary
1816 Fm 731 Burleson 7876028	Melody Roberts <i>Melody Roberts</i>	<p>State of <u>Texas</u> County of <u>Johnson</u></p> <p>The instrument was signed or acknowledged before me on <u>October 18, 2023</u></p> <p>By <u><i>Melody Roberts</i></u> Print name of signer(s)</p> <p><i>Alicia Montes-Saavedra</i> Notary Signature</p> <p></p> <p>State of _____ County of _____</p> <p>The instrument was signed or acknowledged before me on _____</p> <p>By _____ Print name of signer(s)</p> <p>_____ Notary Signature</p>

# CITY OF BURLESON RELEASE FROM ETJ PETITION

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

Tax ID # and Physical Address	Property Owners Signature	Notary
<p>1816 Fm 731 Burleson TX 76028</p>	<p><i>Larry Roberts</i></p>	<p>State of <u>Texas</u> County of <u>Johnson</u> The instrument was signed or acknowledged before me on <u>October 17, 2023</u> By <u><i>[Signature]</i></u> <u>Larry Roberts</u> Print name of signer(s)  <u><i>Alicia Montes-Saavedra</i></u> Notary Signature</p>
		<p>State of _____ County of _____ The instrument was signed or acknowledged before me on _____ By _____ Print name of signer(s) _____ _____ Notary Signature</p>

I Phillip Waddell petition myself and would like out of the ETJ of Burleson

Signature Phillip Waddell





Imagery ©2023 Airbus, Maxar Technologies, U.S. Geological Survey, USDA/FPAC/GEO, Map data ©2023 200 ft

80 uers

80012802

SUMMARY

CONTRACT

Document Nu... 1984-36969 Instrument Date:  
Number of Pages: 3 Consideration: \$0.00  
Recorded Date: 7/19/1984 0:00 AM Mail Back Date:  
Book/Volume/P... RP/1030/117

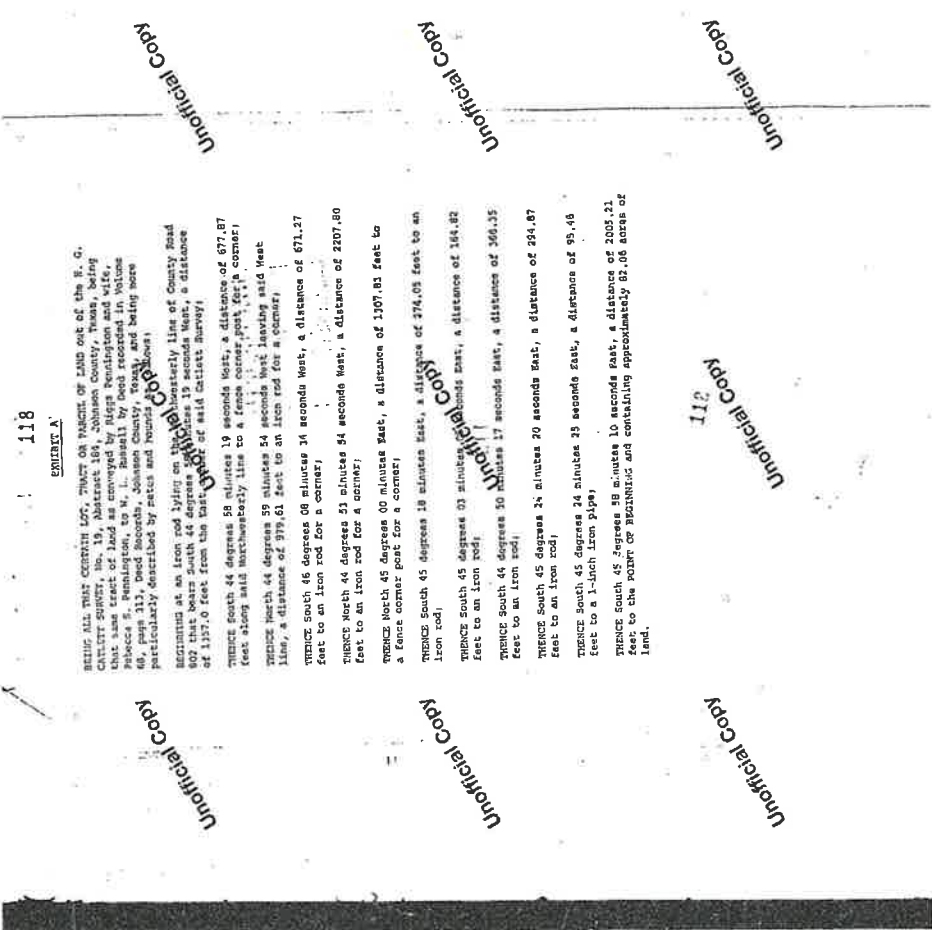
Parties

SIMMONS ALICE C GRANTOR  
SIMMONS WILTON W GRANTOR  
FAGAN BILL D TR GRANTEE  
FAGAN ROSA LEE TR GRANTEE  
WADDELL ROBIN FAGAN GRANTEE

Legal Description

Subdivision- Lot: 184  
82.06AC H G CATLETT SRVY NO 19

Marginal References



← Back to Results

← Previous Result

Next Result >

Express Checkout

Consistent Copy

Property Alert

Hide Panel >>

15 acres 7901-5802

SUMMARY

4 of 4

DEED

Document Nu... 1992-10032 Instrument Date: 06/17/1992  
Number of Pages: 4 Consideration: \$0.00  
Recorded Date: 6/19/1992 0:00 AM Mail Back Date:  
Book/Volume/P... RP/1626/535

Parties

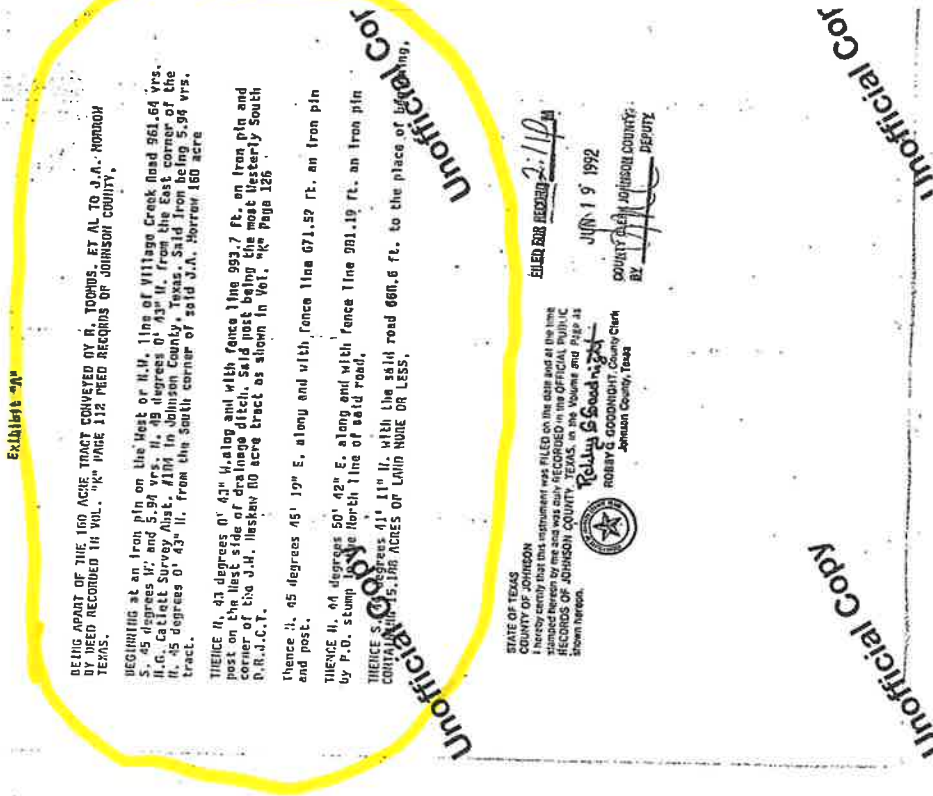
CARAWAY A D GRANTOR  
CARAWAY LILLIAN B GRANTOR  
WADDELL PHIL GRANTEE  
WADDELL ROBIN GRANTEE

Legal Description

15.188 ACRES

Marginal References

No records found.



Document Feedback

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## City Council Regular Meeting

**DEPARTMENT:** Development Services

**FROM:** Tony McIlwain, Development Services Director

**MEETING:** November 13, 2023

**SUBJECT:**

ETJ Release Petition for 819 W Bethesda Rd (Case 23-326): Consider approval of resolution ratifying the petition for release from the City of Burleson extraterritorial jurisdiction (ETJ) for approximately 25.925 acres of land located at 819 W Bethesda Rd. (*Staff Presenter: Tony McIlwain, Development Services Director*) (*No Planning and Zoning Commission action was required for this item*)

**SUMMARY:**

On October 30, 2023, a petition was submitted by James and Cynthia Weatherly (owners) to be released from the extraterritorial jurisdiction (ETJ) of the City of Burleson on approximately 25.925 acres of land addressed as 819 W Bethesda Rd as shown on the attached Exhibit A.

The petition for release from the ETJ is administratively complete and meets the requirements of H.B. 5217 and Subchapter D, Chapter 42 of the Texas Local Government Code

**OPTIONS:**

- 1) Approve the resolution for release from the ETJ; or
- 2) Deny the resolution for release from the ETJ.

**RECOMMENDATION:**

Staff recommends approving the resolution from release from the City of Burleson ETJ (Case 23-326).

**STAFF CONTACT:**

Tony McIlwain  
Development Services Director  
[tmcilwain@burlesontx.com](mailto:tmcilwain@burlesontx.com)  
817-426-9684

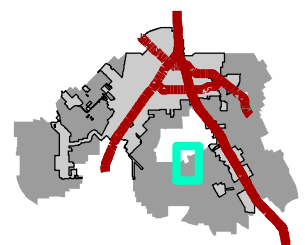






**819 W Bethesda Rd**  
**ETJ Release Petition**  
**Case 23-326**

THE CITY OF  
**BURLESON**  
TEXAS



*Vicinity Map*



## **RESOLUTION**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS GRANTING A PETITION FILED BY JAMES & CYNTHIA WEATHERLY UNDER SECTION 42.102 OF THE LOCAL GOVERNMENT CODE AND REMOVING APPROXIMATELY 25.925 ACRES OF LAND ADDRESSED AS 819 W BETHESDA RD, AND AS FURTHER DESCRIBED IN THE PETITION FROM THE CITY'S EXTRATERRITORIAL JURISDICTION.**

**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**, Subchapter D "Release of Area by Petition of Landowner or Resident from Extraterritorial Jurisdiction" of Chapter 42 of the Local Government Code became effective on September 1, 2023; and

**WHEREAS**, on October 30, 2023, the City received a petition in accordance with Subchapter D from James & Cynthia Weatherly, a copy of said petition being attached to this resolution as Exhibit "A" and incorporated herein by reference for all purposes; and

**WHEREAS**, the petition requests the City release the real properties commonly known and addressed as 819 W Bethesda Rd and that is more fully described in the petition from the City's extraterritorial jurisdiction (the "Property"),

**WHEREAS**, the City Council finds that Subchapter D applies to the Property, that the petitioner has the authority to file the petition, and that the petition meets all of the requirements of Subchapter D; and

**WHEREAS**, in accordance with Section 42.105 of the Local Government Code, the City Council desires to release the real property described in the petition from the City's extraterritorial jurisdiction.

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

#### **Section 1.**

In accordance with Section 42.105 of the Local Government Code, the City hereby grants the petition and releases the Property from the City's extraterritorial jurisdiction.

#### **Section 2.**

The City Manager is hereby directed to amend the official city map to reflect the removal of real property from the City's extraterritorial jurisdiction, in accordance with Section 41.001 of the Local Government Code. Additionally, the City Manager is hereby further directed to deliver a copy of this resolution to the petitioner, in accordance with Section 42.105 of the Local Government Code.

**Section 3.**

The foregoing recitals are adopted and incorporated herein for all purposes.

**Section 4.**

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

**PASSED, APPROVED, AND SO RESOLVED** by the City Council of the City of Burleson, Texas, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Chris Fletcher, Mayor  
City of Burleson, Texas

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Amanda Campos, City Secretary

\_\_\_\_\_  
E. Allen Taylor, Jr., City Attorney

OCT 30 2023

*AL*

## Release from Extraterritorial Jurisdiction (ETJ) Petition

### APPLICANT / OWNER

Applicant or Authorized Agent	Owner
Name: JAMES & CYNTHIA WEATHERLY	Name: JAMES & CYNTHIA WEATHERLY
Company::	Company:
Address:: 819 W. BETHESDA Rd CLEBURNE, TX 76031	Address:: 819 W. BETHESDA Rd CLEBURNE TX 76031
Telephone: 817-933-2056	Telephone: 817-933-2056
Email: Cdw1967@yahoo.com	Email: Cdw1967@yahoo.com
Signature:	Signature:

### SITE INFORMATION

Number of properties within the area to be released:	2 HOUSES 1 MOBILE HOME
General location or address of area to be released:	819 W. BETHESDA RD, CLEBURNE TX
Total Acres to be released:	25.925
County of Request	JOHNSON CO. TEXAS






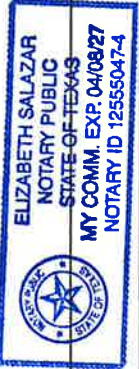
### REQUIRED ITEMS FOR PETITION (Applicant must initial next to each item)

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

Case # REL23-326

# CITY OF BURLESON RELEASE FROM ETJ PETITION

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

Tax ID # and Physical Address	Property Owners Signature	Notary
819 W. Bethesda Rd Cleburne Tex 76031		<p>State of <u>Texas</u> County of <u>Johnson</u></p> <p>The instrument was signed or acknowledged before me on <u>10-27-2023</u></p> <p>By <u>James H. Weatherly</u></p> <p>Print name of signer(s)</p> <p></p> <p></p>
819 W. Bethesda Rd Cleburne Texas 76031		<p>State of <u>Texas</u> County of <u>Johnson</u></p> <p>The instrument was signed or acknowledged before me on <u>10-27-2023</u></p> <p>By <u>Cynthia D. Weatherly</u></p> <p>Print name of signer(s)</p> <p></p> <p>Notary Signature</p> <p></p>



**General Warranty Deed**

**Date:** \_\_\_\_\_

**Grantor:** LILLIAN DESKINS, a single woman

**Grantor's Mailing Address:**

LILLIAN DESKINS  
801 W. Bethesda Road  
Cleburne, Texas 76031  
Johnson County

**Grantee:** JAMES WEATHERLY and CYNTHIA WEATHERLY, husband and wife

**Grantee's Mailing Address:**

JAMES WEATHERLY and CYNTHIA WEATHERLY  
819 W. Bethesda Road  
Cleburne, Texas 76031  
Johnson County

**Consideration:**

Love of, and affection for, Grantee.

**Property (including any improvements):**

BEGINNING at a point in the South line of D C Higgins 30 acre tract as described in deed from W E Howell, et ux to D C Higgins as recorded in Vol. 293, page 198, Deed Records of Johnson County, Texas, 62.5 vrs, more or less, east of the West line of the Samuel Myres Survey, being also at the intersection of the North boundary line of the Joshua and Bethesda Highway with the South boundary line of said 30 acre D C Higgins tract;

THENCE, North 50 deg. East 62.5 vrs., more or less, along the meanderings of the North boundary line of said Joshua and Bethesda Highway;

THENCE, North 15 deg. East 137 vrs. and North 78 deg. East 150 vrs. still along the meanderings of the North boundary line of said Joshua and Bethesda Highway;

THENCE, due East 300 vrs. and North 63 deg. East 130 vrs. to an iron pipe for a corner in the East line of a 78 acre tract conveyed by C M McAfee and wife to Marvin Dunlap, as recorded in Vol. 320, page 264, Deed Records of Johnson County, Texas;

THENCE, South 58 vrs. to a point in the North line of said D C Higgins 30 acre tract, at iron pipe for corner;

THENCE, East 184-2/3 vrs. to a point in the East boundary line of the Samuel Myres Survey;

THENCE, South along the East boundary line of said Samuel Myres Survey 190 vrs. to

an iron pipe for a corner:

THENCE, along the South boundary line of the D C Higgins 30 acre tract (approximately 827.5 vrs.) to the place of BEGINNING, and being the same property conveyed to grantor by deed dated October 14, 1951, and recorded in Vol. 382, page 315 of the Deed Records of Johnson County, Texas.

**Reservations from Conveyance:**

None

**Exceptions to Conveyance and Warranty:**

None

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.

*Lillian M. Deskins*

LILLIAN DESKINS

*James H. Weatherly*

JAMES WEATHERLY

*Cynthia D. Weatherly*

CYNTHIA WEATHERLY



# NOTICE

Prepared by the State Bar of Texas for use by Lawyers only. 6-74-5M  
To select the proper form, fill in blank spaces, strike out form provisions or insert special terms constitutes the practice of law. No "standard form" can meet all requirements.

174

## RELEASE OF LIEN

THE STATE OF TEXAS

COUNTY OF JOHNSON

KNOW ALL MEN BY THESE PRESENTS:

THAT the undersigned, of the County of Caldwell, and State of Texas, the legal and equitable owner and holder of that one certain promissory note in the original principal sum of Seven Thousand Dollars (\$7,000.00) dated November 8, 1958, executed by W. M. Deskins and Lillian Deskins, payable to the order of Eugenia Harger, more fully described in a deed, duly recorded in Vol.        page        of the Deed Records of Johnson County, Texas; said note being secured by a vendor's lien against the following described property, to-wit:

25.925 acres of land, more or less, out of the Samuel Myers Survey in Johnson County, Texas, more particularly described in deed recorded in Volume 382, page 315, of the Deed Records of Johnson County, Texas; and said note additionally secured by a deed of trust of even date with said note, executed by W. M. Deskins and Lillian Deskins, to E. R. Hawkins, Trustee, recorded in the Deed of Trust Records of Johnson County, Texas;

for and in consideration of the full and final payment of all indebtedness secured by the aforesaid lien or liens, the receipt of which is hereby acknowledged, has released and discharged, and by these presents hereby releases and discharges, the above described property from all liens held by the undersigned securing said indebtedness.

EXECUTED this 29<sup>th</sup> day of April, A. D. 1976.

Mary O'Hern Treadway  
Mary O'Hern Treadway

174 Independent Executrix and Trustee of the  
Estate of Eugenia Harger, deceased

225.925 ACRES OF LAND OUT OF THE SAMUEL MYERS SURVEY  
 WEST. 626 IN JOHNSON COUNTY, TEXAS.  
 SURVEYED 15 MAY 1958

BY *Henry M. Dickson Jr.*  
HENRY M. DICKSON JR.  
COUNTY SURVEYOR TARRANT COUNTY, TEXAS  
REGISTERED PUBLIC SURVEYOR #980



EVERY

N. E. COMBERS  
N. W. #626  
SAMUEL ABST. COUNTH.  
SUR. ABST. TEXAS  
John

A 851. 25.925 ACRES.

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SCALE

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1.13.13.4

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## City Council Regular Meeting

**DEPARTMENT:** Development Services

**FROM:** Tony McIlwain, Development Services Director

**MEETING:** November 13, 2023

**SUBJECT:**

ETJ Release Petition for 10413 CR 1016 (Case 23-331): Consider approval of resolution ratifying the petition for release from the City of Burleson extraterritorial jurisdiction (ETJ) for approximately 1.281 acres of land known as Lot 2, Block 1, Pruitt Addition; addressed as 10413 CR 1016. *(Staff Presenter: Tony McIlwain, Development Services Director) (No Planning and Zoning Commission action was required for this item)*

**SUMMARY:**

On November 1, 2023, a petition was submitted by Sidney Pruitt IV (owner) to be released from the extraterritorial jurisdiction (ETJ) of the City of Burleson on approximately 1.281 acres of land know as Lot 2, Block 1, Pruitt Addition; addressed as 10413 CR 1016 as shown on the attached Exhibit A.

The petition for release from the ETJ is administratively complete and meets the requirements of H.B. 5217 and Subchapter D, Chapter 42 of the Texas Local Government Code

**OPTIONS:**

- 1) Approve the resolution for release from the ETJ; or
- 2) Deny the resolution for release from the ETJ.

**RECOMMENDATION:**

Staff recommends approving the resolution from release from the City of Burleson ETJ (Case 23-331).

**STAFF CONTACT:**

Tony McIlwain  
Development Services Director  
[tmcilwain@burlesontx.com](mailto:tmcilwain@burlesontx.com)

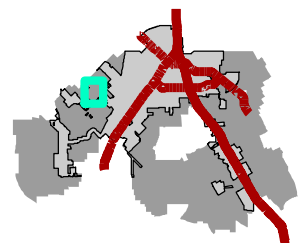
817-426-9684





THE CITY OF  
**BURLESON**  
TEXAS

**Lot 2, Block 1, Pruitt Addition**  
**10413 CR 1016**  
**ETJ Release Petition**  
**Case 23-331**



*Vicinity Map*



## **RESOLUTION**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS GRANTING A PETITION FILED BY SIDNEY PRUITT IV UNDER SECTION 42.102 OF THE LOCAL GOVERNMENT CODE AND REMOVING APPROXIMATELY 1.281 ACRES OF LAND DESCRIBE AS LOT 2, BLOCK 1, PRUITT ADDITION, ADDRESSED AS 10413 CR 1016, AND AS FURTHER DESCRIBED IN THE PETITION FROM THE CITY'S EXTRATERRITORIAL JURISDICTION.**

**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**, Subchapter D "Release of Area by Petition of Landowner or Resident from Extraterritorial Jurisdiction" of Chapter 42 of the Local Government Code became effective on September 1, 2023; and

**WHEREAS**, on November 1, 2023, the City received a petition in accordance with Subchapter D from Sidney Pruitt IV, a copy of said petition being attached to this resolution as Exhibit "A" and incorporated herein by reference for all purposes; and

**WHEREAS**, the petition requests the City release the real properties commonly known and addressed as 10413 CR 1016 and that is more fully described in the petition from the City's extraterritorial jurisdiction (the "Property"),

**WHEREAS**, the City Council finds that Subchapter D applies to the Property, that the petitioner has the authority to file the petition, and that the petition meets all of the requirements of Subchapter D; and

**WHEREAS**, in accordance with Section 42.105 of the Local Government Code, the City Council desires to release the real property described in the petition from the City's extraterritorial jurisdiction.

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

### **Section 1.**

In accordance with Section 42.105 of the Local Government Code, the City hereby grants the petition and releases the Property from the City's extraterritorial jurisdiction.

### **Section 2.**

The City Manager is hereby directed to amend the official city map to reflect the removal of real property from the City's extraterritorial jurisdiction, in accordance with Section 41.001 of the Local Government Code. Additionally, the City Manager is hereby further directed to deliver a copy of this resolution to the petitioner, in accordance with Section 42.105 of the Local Government Code.



**Section 3.**

The foregoing recitals are adopted and incorporated herein for all purposes.

**Section 4.**

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

**PASSED, APPROVED, AND SO RESOLVED** by the City Council of the City of Burleson, Texas, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Chris Fletcher, Mayor  
City of Burleson, Texas

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Amanda Campos, City Secretary

\_\_\_\_\_  
E. Allen Taylor, Jr., City Attorney

NOV 01 2023

NOV 1 23 2:04 PM

## Release from Extraterritorial Jurisdiction (ETJ) Petition

### APPLICANT / OWNER

Applicant or Authorized Agent	Owner
Name:	Name: <u>Sidney Pruitt IV</u>
Company::	Company:
Address::	Address:: <u>10413 CR 1016</u> <u>Burleson TX 76028</u>
Telephone:	Telephone: <u>817-929-3041</u>
Email:	Email: <u>sidpru8@aol.com</u> <u>sidpru8@aol.com</u>
Signature:	Signature: <u>[Signature]</u>

### SITE INFORMATION

Number of properties within the area to be released:	<u>1</u>
General location or address of area to be released:	<u>Lot 2 (on plat) 10413 CR 1016 Burleson, TX 76028</u>
Total Acres to be released:	<u>1.281</u> acres
County of Request	<u>Johnson</u>

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

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

11/1/23

# CITY OF BURLESON RELEASE FROM ETJ PETITION

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

Received by  
City Secretary's Office

NOV 01 2023

Tax ID # and Physical Address	Property Owners Signature	Notary
<p>10413 CR PK Burleson, TX 76028 (awaiting Tax ID #) please see deed attached</p>	<p><i>Dene Pruitt</i></p>	<p>State of <u>Texas</u> County of <u>Johnson</u> The instrument was signed or acknowledged before me on <u>11-1-2023</u> By <u>Sidney Pruitt</u> Print name of signer(s)   <div data-bbox="750 1129 912 1549" data-label="Image"> </div>   <div data-bbox="841 1516 971 1915" data-label="Text"> <p><i>Courtney Worlow</i> Notary Signature</p> </div> </p>
		<p>State of _____ County of _____ The instrument was signed or acknowledged before me on _____ By _____ Print name of signer(s)   <div data-bbox="279 1633 337 1915" data-label="Text"> <p>_____ Notary Signature</p> </div> </p>

PRE DIRECTION	SHEET NAME	SHEET TAG	ROW (ACRES)
	1016	COUNTY ROAD	0.131

[illegible][illegible]

Case	Age	Sex	Duration	Site	Pathologic	Response	Survival
1	65	M	10 yr	Rectum	Adenocarcinoma	Complete	10 yr
2	68	M	12 yr	Rectum	Adenocarcinoma	Complete	12 yr
3	70	M	15 yr	Rectum	Adenocarcinoma	Complete	15 yr
4	72	M	18 yr	Rectum	Adenocarcinoma	Complete	18 yr
5	75	M	20 yr	Rectum	Adenocarcinoma	Complete	20 yr
6	78	M	22 yr	Rectum	Adenocarcinoma	Complete	22 yr
7	80	M	25 yr	Rectum	Adenocarcinoma	Complete	25 yr
8	82	M	28 yr	Rectum	Adenocarcinoma	Complete	28 yr
9	85	M	30 yr	Rectum	Adenocarcinoma	Complete	30 yr
10	88	M	32 yr	Rectum	Adenocarcinoma	Complete	32 yr
11	90	M	35 yr	Rectum	Adenocarcinoma	Complete	35 yr
12	92	M	38 yr	Rectum	Adenocarcinoma	Complete	38 yr
13	95	M	40 yr	Rectum	Adenocarcinoma	Complete	40 yr
14	98	M	42 yr	Rectum	Adenocarcinoma	Complete	42 yr
15	100	M	45 yr	Rectum	Adenocarcinoma	Complete	45 yr

Case	Age	Sex	Duration	Site	Pathologic	Response	Survival
1	65	M	10 yr	Rectum	Adenocarcinoma	Complete	10 yr
2	68	M	12 yr	Rectum	Adenocarcinoma	Complete	12 yr
3	70	M	15 yr	Rectum	Adenocarcinoma	Complete	15 yr
4	72	M	18 yr	Rectum	Adenocarcinoma	Complete	18 yr
5	75	M	20 yr	Rectum	Adenocarcinoma	Complete	20 yr
6	78	M	22 yr	Rectum	Adenocarcinoma	Complete	22 yr
7	80	M	25 yr	Rectum	Adenocarcinoma	Complete	25 yr
8	82	M	28 yr	Rectum	Adenocarcinoma	Complete	28 yr
9	85	M	30 yr	Rectum	Adenocarcinoma	Complete	30 yr
10	88	M	32 yr	Rectum	Adenocarcinoma	Complete	32 yr
11	90	M	35 yr	Rectum	Adenocarcinoma	Complete	35 yr
12	92	M	38 yr	Rectum	Adenocarcinoma	Complete	38 yr
13	95	M	40 yr	Rectum	Adenocarcinoma	Complete	40 yr
14	98	M	42 yr	Rectum	Adenocarcinoma	Complete	42 yr
15	100	M	45 yr	Rectum	Adenocarcinoma	Complete	45 yr

O	IRON ROD SET WITH A H.D. PLASTIC CAP STAMPED TRIMS IDEAS	SARETHNO
RF	IRON ROD FOUND	
CM	CAPPED IRON ROD FOUND	
(C.W.)	CONCRETE FOUNDAMENT	
O.P.R.C.T.	CITY OF PUBLIC RECORD	JOHNSON
	COUNTY TEXAS	
M.T.P	MASTER THEODOLITE PLAN	

can't deny that the U.S. has a long way to go to meet the needs of its people. But we can't let that stop us. We have to keep working to make sure that every American has the opportunity to live a better life. We have to make sure that every American has the opportunity to live a better life. We have to make sure that every American has the opportunity to live a better life.

5-26-23  
DATE  
5-26-23  
DATE  
Mesa Cluit  
Mesa Cluit  
5-26-23  
DATE  
5-26-23  
DATE

WRITING BY HAND AND SEAL OF OFFICE THIS 20<sup>th</sup> DAY OF May, 1968  
*Dorland James Brown*  
 SECRETARY PLACED IN AND FOR THE SEAL OF TEXAS  
 I have given my seal to the above document.  
 My Commission Expires \_\_\_\_\_

BEFORE THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF CALIFORNIA, the following named persons appeared, known to me to be the persons whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein.

James A. Brown  
Singing Public in and for the spirit of Mass

PAI RECEIVED 2003 05 09

6-5  
DATE: 4-8-2023  
NAME: David D. Hays  
CITY: CHICAGO, ILLINOIS

APPROVED BY THE PLANNING AND ZONING  
COMMISSION OF BURLINGAME, TEXAS

1985 THE 23<sup>rd</sup> DAY 2023  
OF MARCH  
CLAYTON B. BARNES AND SONS, INC.  
CITY ENGINEER

PROPERLY PLACED UNDER  
THE CITY OF BURELSON

STONY C. HARTZ & ASSOCIATES  
10415 COUNTY ROAD 1016  
DALLAS, TEXAS 75244

**TRANS ★ TEXAS  
SURVEYING & MAPPING**

TEXAS 76033  
17.556.3440  
6.566.3545  
www.mccormick.com

[illegible]

2. ANY STRUCTURES LOCATED GREATER THAN 100 FEET FROM A PUBLIC ROADWAY OR RAIL LINE, SHALL BE CONSIDERED TO BE LOCATED IN AN UNDESIRABLE LOCATION.
3. THE MINIMUM SETBACK FROM THE ADJACENT PROPERTY LINE SHALL BE 10 FEET FOR ALL STRUCTURES, EXCEPT FOR THE FOLLOWING:
4. THE MINIMUM SETBACK FROM THE ADJACENT PROPERTY LINE SHALL BE 5 FEET FOR ALL STRUCTURES, EXCEPT FOR THE FOLLOWING:
5. THE MINIMUM SETBACK FROM THE ADJACENT PROPERTY LINE SHALL BE 10 FEET FOR ALL STRUCTURES, EXCEPT FOR THE FOLLOWING:
6. THE MINIMUM SETBACK FROM THE ADJACENT PROPERTY LINE SHALL BE 10 FEET FOR ALL STRUCTURES, EXCEPT FOR THE FOLLOWING:
7. THE MINIMUM SETBACK FROM THE ADJACENT PROPERTY LINE SHALL BE 10 FEET FOR ALL STRUCTURES, EXCEPT FOR THE FOLLOWING:
8. THE MINIMUM SETBACK FROM THE ADJACENT PROPERTY LINE SHALL BE 10 FEET FOR ALL STRUCTURES, EXCEPT FOR THE FOLLOWING:
9. THE MINIMUM SETBACK FROM THE ADJACENT PROPERTY LINE SHALL BE 10 FEET FOR ALL STRUCTURES, EXCEPT FOR THE FOLLOWING:
10. THE MINIMUM SETBACK FROM THE ADJACENT PROPERTY LINE SHALL BE 10 FEET FOR ALL STRUCTURES, EXCEPT FOR THE FOLLOWING:

[illegible][illegible]

14. ENOUGH COMPLEXITY WILL BE RESPONSIBLE FOR THE COMPLEXITY OF THE SOLUTIONS TO PROBLEMS IN THE FUTURE. THE ANSWER IS NOT GIVEN WITH THE CITY OF BIRMINGHAM.
15. THE CITY OF BIRMINGHAM WILL BE THE FIRST TO PROVIDE A MAJOR FLOOD DEFENSE ON ANY ONE RIVER IN THE COUNTRY. THE MAJOR DEFENSES HAVE BEEN DESIGNED BY THE LOCAL COUNCILS.
16. THE CITY OF BIRMINGHAM WILL BE THE FIRST TO PROVIDE A MAJOR FLOOD DEFENSE ON ANY ONE RIVER IN THE COUNTRY. THE MAJOR DEFENSES HAVE BEEN DESIGNED BY THE LOCAL COUNCILS.
17. THE CITY OF BIRMINGHAM WILL BE THE FIRST TO PROVIDE A MAJOR FLOOD DEFENSE ON ANY ONE RIVER IN THE COUNTRY. THE MAJOR DEFENSES HAVE BEEN DESIGNED BY THE LOCAL COUNCILS.
18. THE CITY OF BIRMINGHAM WILL BE THE FIRST TO PROVIDE A MAJOR FLOOD DEFENSE ON ANY ONE RIVER IN THE COUNTRY. THE MAJOR DEFENSES HAVE BEEN DESIGNED BY THE LOCAL COUNCILS.
19. THE CITY OF BIRMINGHAM WILL BE THE FIRST TO PROVIDE A MAJOR FLOOD DEFENSE ON ANY ONE RIVER IN THE COUNTRY. THE MAJOR DEFENSES HAVE BEEN DESIGNED BY THE LOCAL COUNCILS.
20. THE CITY OF BIRMINGHAM WILL BE THE FIRST TO PROVIDE A MAJOR FLOOD DEFENSE ON ANY ONE RIVER IN THE COUNTRY. THE MAJOR DEFENSES HAVE BEEN DESIGNED BY THE LOCAL COUNCILS.

[illegible]

CASE 23-035  
MARCH 2023  
REPLAT  
SHOWING  
LOTS 1R, LOT 2 AND LOT 3, BLOCK 1,  
PRUITT ADDITION  
AN ADDITION IN THE CURRENT E.T.J. OF  
THE CITY OF BURLYSON,  
JOHNSON COUNTY, TEXAS  
BEING A REPLAT OF LOT 1, BLOCK 1, PRUITT ADDITION

[illegible]

**Johnson County  
April Long  
Johnson County  
Clerk**

---

**Instrument Number:** 2023 - 27129

**eRecording - Real Property**

**Warranty Deed**

**Recorded On:** September 26, 2023 09:46 AM

**Number of Pages:** 3

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**" Examined and Charged as Follows: "**

**Total Recording:** \$30.00

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**\*\*\*\*\* THIS PAGE IS PART OF THE INSTRUMENT \*\*\*\*\***

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY  
because of color or race is invalid and unenforceable under federal law.

**File Information:**

**Document Number:** 2023 - 27129  
**Receipt Number:** 20230926000035  
**Recorded Date/Time:** September 26, 2023 09:46 AM  
**User:** Leslie S  
**Station:** ccl83

**Record and Return To:**

Simplifile  
5072 North 300 West  
  
PROVO UT



**STATE OF TEXAS  
COUNTY OF JOHNSON**

**I hereby certify that this Instrument was FILED In the File Number sequence on the date/time printed hereon, and was duly RECORDED In the Official Records of Johnson County, Texas.**

April Long  
Johnson County Clerk  
Johnson County, TX

*April Long*

TO BE EFFECTIVE this 22 day of Sept., 2023.

GRANTOR:



SIDNEY C. PRUITT, III

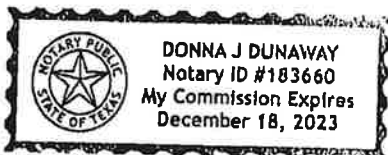


MYRA PRUITT

ACKNOWLEDGMENT

THE STATE OF Texas §  
COUNTY OF Johns §

The foregoing instrument was acknowledged before me on the 22 day of Sept., 2023, by **SIDNEY C. PRUITT, III** and **MYRA PRUITT**.



  
NOTARY PUBLIC, STATE OF \_\_\_\_\_  
MY COMMISSION EXPIRES: \_\_\_\_\_

AFTER RECORDING, RETURN TO:

SIDNEY PRUITT, IV  
DIANA C PRUITT  
10413 COUNTY ROAD 1016  
BURLESON, TX 76028



**PROPERTY DESCRIPTION**  
**1.281 ACRES**

**BEING A TRACT OF LAND LOCATED IN THE H. G. CATLETT SURVEY, ABSTRACT NO. 186, JOHNSON COUNTY, TEXAS AND BEING ALL OF LOT 2, BLOCK 1, OF THE REPLAT OF PRUITT ADDITION, ACCORDING TO THE PLAT RECORDED IN INSTRUMENT NO. 2023-95, PLAT RECORDS, JOHNSON COUNTY, TEXAS (P.R.J.C.T.) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

ALL DISTANCES RECITED HEREIN ARE GRID. SCALE FACTOR IS 1.000000000. ALL BEARINGS RECITED HEREIN ARE CORRELATED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE (4202), NAD83 (NA2011). SURVEYED ON THE GROUND ON FEBRUARY 24, 2023 UNDER THE SUPERVISION OF ROBERT L. YOUNG, R.P.L.S. NO. 5400.

**BEGINNING AT A 5/8" IRON ROD WITH A RED PLASTIC CAP STAMPED "TRANS TEXAS SURVEYING" FOUND IN THE NORTHWESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 1016 AND IN THE NORTHEASTERLY LINE OF LOT 2, BLOCK 1, BURLESON MOUNTAIN ADDITION, ACCORDING TO THE PLAT RECORDED IN VOLUME 11, PAGE 123, P.R.J.C.T., FOR THE SOUTHERLY CORNER OF SAID LOT 2, BLOCK 1, PRUITT ADDITION;**

**THENCE, N 64°17'56" W, WITH THE NORTHEASTERLY LINE OF SAID LOT 2, BLOCK 1, BURLESON MOUNTAIN ADDITION, A DISTANCE OF 373.76 FEET TO A 5/8" IRON ROD WITH A RED PLASTIC CAP STAMPED "TRANS TEXAS SURVEYING" FOUND FOR THE WESTERLY CORNER OF SAID LOT 2, BLOCK 1, PRUITT ADDITION AND BEING THE SOUTHERLY SOUTHEAST CORNER OF LOT 1R, BLOCK 1, SAID PRUITT ADDITION;**

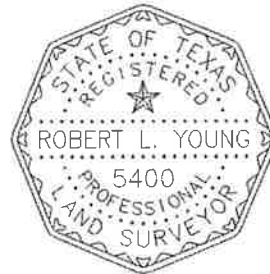
**THENCE, N 38°54'40" E, WITH THE COMMON LINE OF SAID LOT 2 AND SAID LOT 1R, A DISTANCE OF 185.00 FEET TO A 5/8" IRON ROD WITH A RED PLASTIC CAP STAMPED "TRANS TEXAS SURVEYING" FOUND FOR THE NORTHERLY CORNER OF SAID LOT 2, AN ANGLE CORNER OF SAID LOT 1R AND BEING THE WESTERLY CORNER OF LOT 3, SAID BLOCK 1, PRUITT ADDITION;**

**THENCE, S 54°41'29" E, A DISTANCE OF 361.98 FEET TO A 5/8" IRON ROD WITH A RED PLASTIC CAP STAMPED "TRANS TEXAS SURVEYING" FOUND IN THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID COUNTY ROAD NO. 1016, FOR THE EASTERLY CORNER OF SAID LOT 2 AND BEING THE SOUTHERLY CORNER OF SAID LOT 3;**

**THENCE, S 37°41'29" W, WITH THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID COUNTY ROAD NO. 1016 AND WITH THE SOUTHEASTERLY LINE OF SAID LOT 2, A DISTANCE OF 122.36 FEET TO THE PLACE OF  
BEGINNING AND CONTAINING 1.281 ACRES OF LAND.  
SEE THE ACCOMPANYING SURVEY MAP ATTACHED  
HERETO AND MADE A PART HEREOF.**

08/15/2023

*Robert L. Young*



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## City Council Regular Meeting

**DEPARTMENT:** Development Services

**FROM:** Tony McIlwain, Director Development Services

**MEETING:** November 13, 2023

**SUBJECT:**

ETJ Release Petition for 5201 CR 707 (Case 23-316): Consider approval of resolution ratifying the petition for release from the City of Burleson's extraterritorial jurisdiction (ETJ) for approximately 12.005 acres of land, located at 5201 CR 707. *(Staff Presenter: Tony McIlwain, Development Services Director) (No Planning and Zoning Commission action was required for this item)*

**SUMMARY:**

On October 20, 2023, a petition was submitted by Robert Pitale (owner) to be released from the extraterritorial jurisdiction (ETJ) of the City of Burleson for approximately 12.005 acres of land addressed as 5201 CR 707, as shown on the attached Exhibit A.

The petition for release from the ETJ is administratively complete and meets the requirements of H.B. 5217 and Subchapter D, Chapter 42 of the Texas Local Government Code

**OPTIONS:**

- 1) Approve the resolution for release from the ETJ; or
- 2) Deny the resolution for release from the ETJ.

**RECOMMENDATION:**

Staff recommends approving the resolution from release from the City of Burleson ETJ (Case 23-316).

**STAFF CONTACT:**

Tony McIlwain  
Director of Development Services  
[tmcilwain@burlesontx.com](mailto:tmcilwain@burlesontx.com)  
817-426-9684

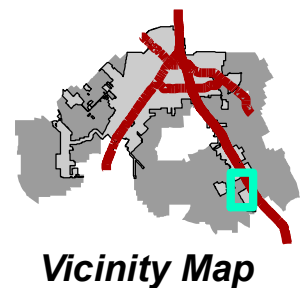






THE CITY OF  
**BURLESON**  
TEXAS

**5201 CR 707**  
**ETJ Release Petition**  
**Case 23-316**





## **RESOLUTION**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS GRANTING A PETITION FILED BY ROBERT FRANK PITALE UNDER SECTION 42.102 OF THE LOCAL GOVERNMENT CODE AND REMOVING APPROXIMATELY 12.005 ACRES OF LAND ADDRESSED AS 5201 CR 707, AND AS FURTHER DESCRIBED IN THE PETITION FROM THE CITY’S EXTRATERRITORIAL JURISDICTION.**

**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**, Subchapter D “Release of Area by Petition of Landowner or Resident from Extraterritorial Jurisdiction” of Chapter 42 of the Local Government Code became effective on September 1, 2023; and

**WHEREAS**, on October 20, 2023, the City received a petition in accordance with Subchapter D from Robert Pitale, a copy of said petition being attached to this resolution as Exhibit “A” and incorporated herein by reference for all purposes; and

**WHEREAS**, the petition requests the City release the real properties commonly known and addressed as 5201 CR 707 and that is more fully described in the petition from the City’s extraterritorial jurisdiction (the “Property”),

**WHEREAS**, the City Council finds that Subchapter D applies to the Property, that the petitioner has the authority to file the petition, and that the petition meets all of the requirements of Subchapter D; and

**WHEREAS**, in accordance with Section 42.105 of the Local Government Code, the City Council desires to release the real property described in the petition from the City’s extraterritorial jurisdiction.

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

#### **Section 1.**

In accordance with Section 42.105 of the Local Government Code, the City hereby grants the petition and releases the Property from the City’s extraterritorial jurisdiction.

#### **Section 2.**

The City Manager is hereby directed to amend the official city map to reflect the removal of real property from the City’s extraterritorial jurisdiction, in accordance with Section 41.001 of the

Local Government Code. Additionally, the City Manager is hereby further directed to deliver a copy of this resolution to the petitioner, in accordance with Section 42.105 of the Local Government Code.

Page 1 of 2

**Section 3.**

The foregoing recitals are adopted and incorporated herein for all purposes.

**Section 4.**

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

**PASSED, APPROVED, AND SO RESOLVED** by the City Council of the City of Burleson, Texas, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Chris Fletcher, Mayor  
City of Burleson, Texas

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Amanda Campos, City Secretary

\_\_\_\_\_  
E. Allen Taylor, Jr., City Attorney



**Exhibit A****LEGAL DESCRIPTION**

Being a 12.005 acre tract of land situated in the James Billingsley Survey, Abstract No. 45, Johnson County, Texas, being all that certain tract of land described in deed to Robert Frank Pitale and Tanya Marie Nevarov as recorded in Document No. 2016-18637, Deed Records Johnson County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch iron rod found as the common east corner of said Pitale & Nevarov Tract and that certain tract of land described in Deed to James E. Pearce and wife, Mary E. Pearce, as recorded in Book 2217, page 674, said Deed records, said iron rod being on the west line of that certain tract of land described in deed as Tract three to Alvarado Sand and Gravel, LLC as recorded in Instrument No. 2015-18566, said Deed records;

THENCE South 89°59'22" West, a distance of 260.29 feet along the common line of said Pitale & Nevarov and Pearce Tracts to a 3/8 inch iron rod found at the common corner of said Pitale & Nevarov and Pearce Tracts and that certain Tract of land described in deed to James Earl Pearce and wife, Mary Elizabeth Pearce, as recorded in Volume 1013, Page 431, said deed records;

THENCE North 53°46'00" West, a distance of 646.29 feet along the common line of said Pitale & Nevarov and Pearce (1013/431) Tracts to a 1/2 inch iron rod found at the Northwest corner of said Pearce Tract (1013/431);

THENCE South, passing a 3/8 inch iron rod found at a distance of 787.95 feet and continuing a total distance of 834.85 feet along said common line to the common South corner of said Pitale & Nevarov and Pearce (1013/431) Tracts, being in County Road 707;

THENCE North 53°25'12" West, a distance of 157.12 feet along said County Road 707 to the Southwest corner of said Pitale & Nevarov Tract;

THENCE North 01°49'57" East, along the most Westerly West line of said Pitale & Nevarov Tract, passing the Southeast corner of that certain Tract of land described in Book 4043, page 59, aforesaid Deed Records at a distance of 16.26 feet and continuing along the common line of said Pitale & Nevarov and Earls Tracts a total distance of 881.20 feet to a point from which a metal post bears South 05° 09' 07" East, 29.05 feet, said point being the most Southerly Northwest corner of said Pitale & Nevarov Tract;

THENCE North 89°57'32" East, a distance of 219.18 feet along said common line to a point from which a 1/2 inch iron rod found bears North 34° 24' 15" East 1.54 feet, said point being the most Northerly Southeast corner of said Earls Tract;

THENCE North 00°08'12" East, a distance of 339.77 feet along said common line to a point from which a T-Post bears North 12°55'22" West 0.67 of one foot, said point being the common North corner of said Pitale & Nevarov and Earls Tracts, and being on the South line of that certain Tract of land described in deed to Justin W. Barton, as recorded in Instrument No. 2014-26767, aforesaid deed records;

THENCE South 89°01'45" East, a distance of 313.09 feet along the common line of said Pitale & Nevarov and Barton Tracts to a 1/2 inch iron rod found at the common East corner of said Pitale & Nevarov and Barton Tracts, said iron rod being on the Southwest line of that certain tract of land described as Tract one in aforesaid Alvarado Sand and Gravel Deed;

THENCE South 28°19'57" East, a distance of 730.25 feet along the common line of said Pitale & Nevarov Tract and said Tract One to a 1/2 inch iron rod found at the common corner of said Pitale & Nevarov Tract and said Tract One and aforesaid Tract Three;

THENCE South 00°00'06" West, a distance of 213.24 feet along the common line of said Pitale & Nevarov Tract and said Tract three to the point of beginning and containing 522,920 square feet or 12.005 acres of land.

OCT20 23 4:24PM



NOTE: The Company is prohibited from insuring the area or quantity of the land described herein. Any statement in the above legal description of the area or quantity of land is not a representation that such area or quantity is correct, but is made only for informational and/or identification purposes and does not override Item 2 of Schedule B hereof.

Parcel/APN/Tax ID: 126.0045.00570

OCT 20 2023

## Release from Extraterritorial Jurisdiction (ETJ) Petition


### APPLICANT / OWNER

Applicant or Authorized Agent	Owner
Name: ROBERT FRANK PITALE	Name: ROBERT FRANK PITALE
Company:	Company:
Address:: 5201 CR 707 ALVARADO, TX 76009	Address:: 5201 CR 707 ALVARADO, TX 76009
Telephone: 949-606-3473	Telephone: 949-606-3473
Email: PAPA.PITALE@GMAIL.COM	Email: PAPA.PITALE@GMAIL.COM
Signature: 	Signature: 

### SITE INFORMATION

Number of properties within the area to be released:	1
General location or address of area to be released:	5201 CR 707 ALVARADO
Total Acres to be released:	12.005
County of Request	JOHNSON

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




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

# CITY OF BURLESON RELEASE FROM ETJ PETITION

00120 25

757

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

Tax ID # and Physical Address	Property Owners Signature	Notary
<p>126.0045.00780 126.0045.00781 126.0045.00570  5201 CR707 ALVARADO, TX 76009</p>		<p>State of <u>Texas</u> County of <u>Tarrant</u>  The instrument was signed or acknowledged before me on <u>October 19, 2023</u> By <u>Robert Fitala</u> Print name of signer(s)    Notary Signature</p>
		<p>State of _____ County of _____  The instrument was signed or acknowledged before me on _____ By _____ Print name of signer(s)  _____ Notary Signature</p>

---

## City Council Regular Meeting

**DEPARTMENT:** Development Services

**FROM:** Tony McIlwain, Development Services Director

**MEETING:** November 13, 2023

**SUBJECT:**

ETJ Release Petition for 7216 CR 802 (Case 23-318): Consider approval of resolution ratifying the petition for release from the City of Burleson extraterritorial jurisdiction (ETJ) for approximately 1.558 acres of land located at 7216 CR 802. *(Staff Presenter: Tony McIlwain, Development Services Director) (No Planning and Zoning Commission action was required for this item)*

**SUMMARY:**

On October 23, 2023, a petition was submitted by Carroll and Maggie Wright (owners) to be released from the extraterritorial jurisdiction (ETJ) of the City of Burleson on approximately 1.558 acres of land addressed as 5201 CR 707 as shown on the attached Exhibit A.

The petition for release from the ETJ is administratively complete and meets the requirements of H.B. 5217 and Subchapter D, Chapter 42 of the Texas Local Government Code

**OPTIONS:**

- 1) Approve the resolution for release from the ETJ; or
- 2) Deny the resolution for release from the ETJ.

**RECOMMENDATION:**

Staff recommends approving the resolution from release from the City of Burleson ETJ (Case 23-318).

**STAFF CONTACT:**

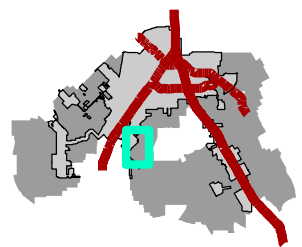
Tony McIlwain  
Development Services Director  
[tmcilwain@burlesontx.com](mailto:tmcilwain@burlesontx.com)  
817-426-9684





THE CITY OF  
**BURLESON**  
TEXAS

**7211 CR 802**  
**Lot 1, Block 1, Wright Additon**  
**ETJ Release Petition**  
**Case 23-318**



*Vicinity Map*

759



## **RESOLUTION**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS GRANTING A PETITION FILED BY CARROLL AND MAGGIE WRIGHT UNDER SECTION 42.102 OF THE LOCAL GOVERNMENT CODE AND REMOVING APPROXIMATELY 1.558 ACRES OF LAND KNOWN AS LOT 1, BLOCK 1, WRIGHT ADDITION, ADDRESSED AS 7216 CR 802, AND AS FURTHER DESCRIBED IN THE PETITION FROM THE CITY’S EXTRATERRITORIAL JURISDICTION.**

**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**, Subchapter D “Release of Area by Petition of Landowner or Resident from Extraterritorial Jurisdiction” of Chapter 42 of the Local Government Code became effective on September 1, 2023; and

**WHEREAS**, on October 20, 2023, the City received a petition in accordance with Subchapter D from Carroll and Maggie Wright, a copy of said petition being attached to this resolution as Exhibit “A” and incorporated herein by reference for all purposes; and

**WHEREAS**, the petition requests the City release the real properties commonly known as Lot 1, Block 1, Wright Addition, and addressed as 7216 CR 802, and that is more fully described in the petition from the City’s extraterritorial jurisdiction (the “Property”),

**WHEREAS**, the City Council finds that Subchapter D applies to the Property, that the petitioner has the authority to file the petition, and that the petition meets all of the requirements of Subchapter D; and

**WHEREAS**, in accordance with Section 42.105 of the Local Government Code, the City Council desires to release the real property described in the petition from the City’s extraterritorial jurisdiction.

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

### **Section 1.**

In accordance with Section 42.105 of the Local Government Code, the City hereby grants the petition and releases the Property from the City’s extraterritorial jurisdiction.

### **Section 2.**

The City Manager is hereby directed to amend the official city map to reflect the removal of real property from the City’s extraterritorial jurisdiction, in accordance with Section 41.001 of the Local Government Code. Additionally, the City Manager is hereby further directed to deliver a copy of this resolution to the petitioner, in accordance with Section 42.105 of the Local Government Code.

**Section 3.**

The foregoing recitals are adopted and incorporated herein for all purposes.

**Section 4.**

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

**PASSED, APPROVED, AND SO RESOLVED** by the City Council of the City of Burleson, Texas, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Chris Fletcher, Mayor  
City of Burleson, Texas

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Amanda Campos, City Secretary

\_\_\_\_\_  
E. Allen Taylor, Jr., City Attorney



OCT 23 2023

*fl*

OCT23 23 2:12PM

## Release from Extraterritorial Jurisdiction (ETJ) Petition

### APPLICANT / OWNER

Applicant or Authorized Agent	Owner
Name:	Name: Carroll L. and Maggie E. Wright
Company::	Company:
Address::	Address:: 7216 County Road 802 Burleson, Texas 76028 Johnson County
Telephone:	Telephone: 817-295-4808
Email:	Email: maggiecloptonwright@gmail.com
Signature:	Signature:

### SITE INFORMATION

Number of properties within the area to be released:	one
General location or address of area to be released:	7216 County Road 802 Burleson, Texas 76028
Total Acres to be released:	1.558 acres Lot #1 Vol 501 pg 675 Jm Moore Survey abst
County of Request	#621 Johnson County

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

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

Geo  
ID: 126.2273.01010

# CITY OF BURLESON RELEASE FROM ETJ PETITION

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

Tax ID # and Physical Address	Property Owners Signature	Notary
<p>TD. 126-2273. 01010</p> <p>7216 County Road 802 Burleson, Texas 76028</p>	<p>Carroll L Wright</p> <p>Maggie E. Wright</p>	<p>State of <u>Texas</u></p> <p>County of <u>Johnson</u></p> <p>The instrument was signed or acknowledged before me on <u>October 23, 2023</u></p> <p>By <u>Carroll L Wright</u></p> <p>Print name of signer(s)</p> <div data-bbox="698 546 868 976"> </div> <p><i>Monica M Solko</i> Notary Signature</p>
<p>Received by City Secretary's Office</p> <p>OCT 23 2023 <i>pl</i></p>		<p>State of <u>Texas</u></p> <p>County of <u>Johnson</u></p> <p>The instrument was signed or acknowledged before me on <u>October 23, 2023</u></p> <p>By <u>Maggie E. Wright</u></p> <p>Print name of signer(s)</p> <div data-bbox="1258 546 1412 976"> </div> <p><i>Monica M Solko</i> Notary Signature</p>

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## City Council Regular Meeting

**DEPARTMENT:** Development Services

**FROM:** Tony McIlwain, Development Services Director

**MEETING:** November 13, 2023

**SUBJECT:**

ETJ Release Petition for 8048 CR 802 (Case 23-332): Consider approval of resolution ratifying the petition for release from the City of Burleson extraterritorial jurisdiction (ETJ) for approximately 1.281 acres of land known as Lot 1, Block 1, Dunder Mifflin Estates; addressed as 8048 CR 802. *(Staff Presenter: Tony McIlwain, Development Services Director) (No Planning and Zoning Commission action was required for this item)*

**SUMMARY:**

On November 1, 2023, a petition was submitted by Tony Willis (owner) to be released from the extraterritorial jurisdiction (ETJ) of the City of Burleson on approximately 1.281 acres of land known as Lot 1, Block 1, Dunder Mifflin Estates; addressed as 8048 CR 802 as shown on the attached Exhibit A.

The petition for release from the ETJ is administratively complete and meets the requirements of H.B. 5217 and Subchapter D, Chapter 42 of the Texas Local Government Code

**OPTIONS:**

- 1) Approve the resolution for release from the ETJ; or
- 2) Deny the resolution for release from the ETJ.

**RECOMMENDATION:**

Staff recommends approving the resolution from release from the City of Burleson ETJ (Case 23-332).

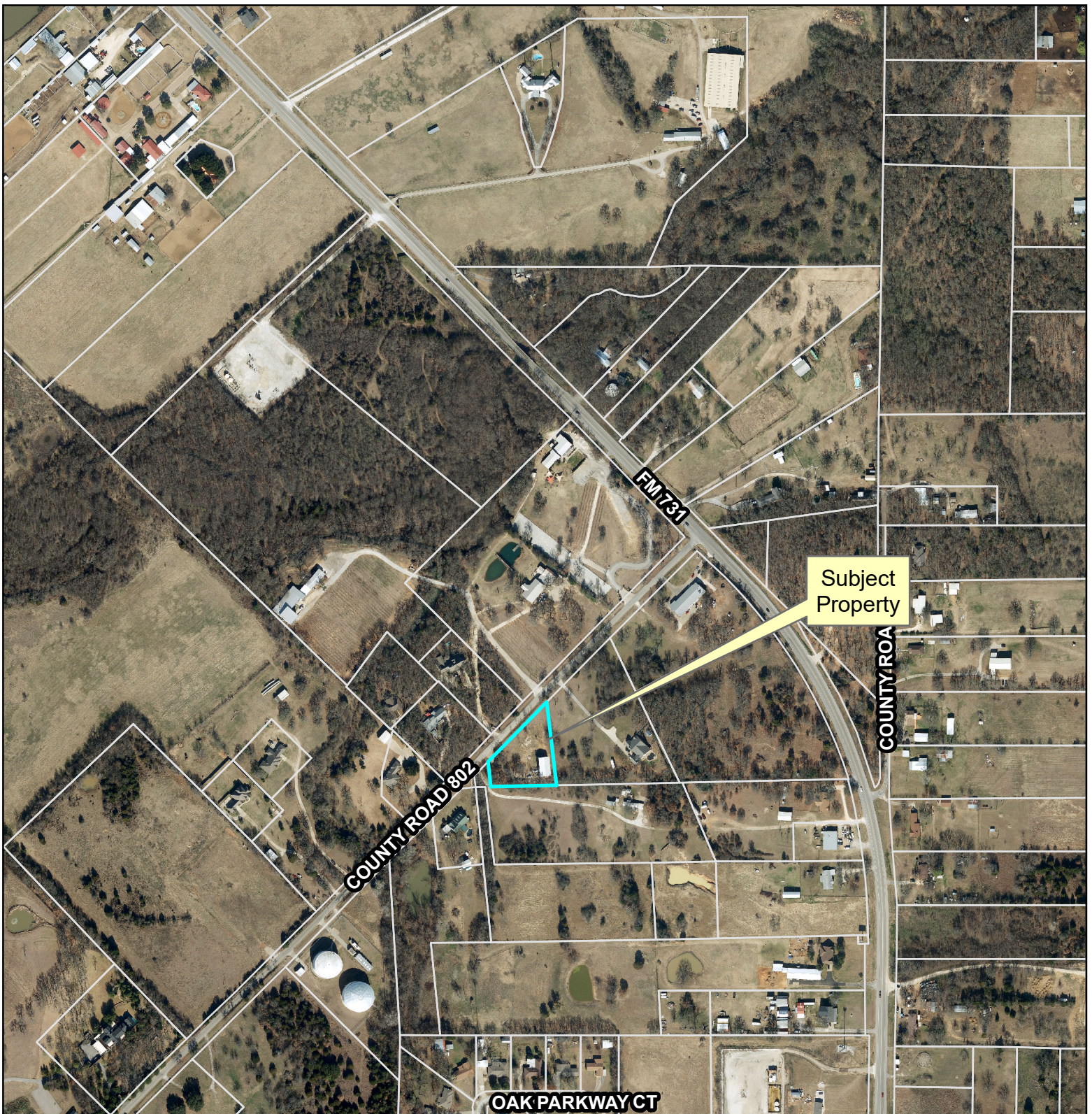
**STAFF CONTACT:**

Tony McIlwain  
Development Services Director  
[tmcilwain@burlesontx.com](mailto:tmcilwain@burlesontx.com)



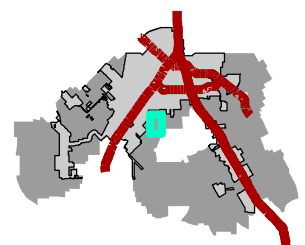
817-426-9684





THE CITY OF  
**BURLESON**  
TEXAS

**Lot 1, Block 1  
Dunder Mifflin Estates  
8048 CR 802  
ETJ Release Petition  
Case 23-332**



*Vicinity Map*

767



## **RESOLUTION**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS GRANTING A PETITION FILED BY TONY WILLIS UNDER SECTION 42.102 OF THE LOCAL GOVERNMENT CODE AND REMOVING APPROXIMATELY 1.281 ACRES OF LAND DESCRIBE AS LOT 1, BLOCK 1, DUNDER MIFFLIN ESTATES, ADDRESSED AS 8048 CR 802, AND AS FURTHER DESCRIBED IN THE PETITION FROM THE CITY'S EXTRATERRITORIAL JURISDICTION.**

**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**, Subchapter D "Release of Area by Petition of Landowner or Resident from Extraterritorial Jurisdiction" of Chapter 42 of the Local Government Code became effective on September 1, 2023; and

**WHEREAS**, on November 1, 2023, the City received a petition in accordance with Subchapter D from Tony Willis, a copy of said petition being attached to this resolution as Exhibit "A" and incorporated herein by reference for all purposes; and

**WHEREAS**, the petition requests the City release the real properties commonly known and addressed as 8048 CR 802 and that is more fully described in the petition from the City's extraterritorial jurisdiction (the "Property"),

**WHEREAS**, the City Council finds that Subchapter D applies to the Property, that the petitioner has the authority to file the petition, and that the petition meets all of the requirements of Subchapter D; and

**WHEREAS**, in accordance with Section 42.105 of the Local Government Code, the City Council desires to release the real property described in the petition from the City's extraterritorial jurisdiction.

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

### **Section 1.**

In accordance with Section 42.105 of the Local Government Code, the City hereby grants the petition and releases the Property from the City's extraterritorial jurisdiction.

### **Section 2.**

The City Manager is hereby directed to amend the official city map to reflect the removal of real property from the City's extraterritorial jurisdiction, in accordance with Section 41.001 of the Local Government Code. Additionally, the City Manager is hereby further directed to deliver a copy of this resolution to the petitioner, in accordance with Section 42.105 of the Local Government Code.

**Section 3.**

The foregoing recitals are adopted and incorporated herein for all purposes.

**Section 4.**

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

**PASSED, APPROVED, AND SO RESOLVED** by the City Council of the City of Burleson, Texas, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Chris Fletcher, Mayor  
City of Burleson, Texas

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Amanda Campos, City Secretary

\_\_\_\_\_  
E. Allen Taylor, Jr., City Attorney

NOV 01 2023

NOV 1 12:57 PM

## Release from Extraterritorial Jurisdiction (ETJ) Petition

### APPLICANT / OWNER

Applicant or Authorized Agent	Owner
Name:	Name: <u>Tony Willis</u>
Company::	Company: <u>Residential</u>
Address::	Address: <u>8048 County Road 802</u> <u>Burleson TX 76028</u>
Telephone:	Telephone: <u>817-915-0742</u>
Email:	Email: <u>tonywillisgroup@gmail.com</u>
Signature:	Signature: <u>Tony Willis</u>

### SITE INFORMATION

Number of properties within the area to be released:	<u>1</u>
General location or address of area to be released:	<u>FM 731 &amp; County Road 802</u>
Total Acres to be released:	<u>1</u>
County of Request	<u>Johnson</u>

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

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

# CITY OF BURLESON RELEASE FROM ETJ PETITION

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

NOV 01 2023

Received by  
City Secretary's Office

Tax ID # and Physical Address

ID# - 126-4534-01010  
8048 County Road 802  
Burleson, TX 76028

Property Owners Signature

Tonny Willis

Notary

State of Texas  
County of Johnson

The instrument was signed or acknowledged before me on 10/25/2023  
By Tonny Willis

Print name of signer(s)



*Laura Kaye Collins*  
Notary Signature

State of \_\_\_\_\_

County of \_\_\_\_\_

The instrument was signed or acknowledged before me on \_\_\_\_\_

By \_\_\_\_\_

Print name of signer(s)

Notary Signature





PRE DIRECTION	STREET NAME	STREET TYPE / SUFFIX	ROW (ACRES)
CR RD			0.2428 AC.

## OWNER'S ACKNOWLEDGMENT AND DEDICATION

STATE OF TEXAS  
COUNTY OF JOHNSON  
WHEREAS JOHN D. WILLIS is the sole owner of all that certain lot, tract or parcel of land situated in the former Dead Survey, Abstract No. 193, City of Burdett, Johnson County, Texas, as conveyed in the deed recorded in County Clerk's Document No. 10,641, 2012-30568, said Records, Johnson County, Texas (D&C), and all, tract, or parcels of land being particularly described by name and bounds, as follows:

BEGINNING of a 5/8 inch from road found with a plastic cup, stamped "BALL AND CAGE" for the southern corner of the then classified tract of land. The southwest corner of Lot L, Block 1, McNeil Hill, on addition to Jefferson County, on stream on the spot recorded in Volume 9, Page 542, Plot Records, Jefferson County, Texas (Scribble), the north line of Tract L, a fraction of land conveyed to Robert Stevens Ward in the deed recorded in CX# 2013-1166, Scribe?;

THE NCEI SOUTH 89-27-55° WEST departing road 1 and with the north line of road Tract 1, a distance of 236.42 FEET is a 5/8 inch rod found with a plastic cap stamped "BALLAROD CORP." for the southwest corner of the North eastward tract of road, the same being the southeast corner of Tract 2 of road Ward tract.

THE NCE NORTH 05°50'51" WEST bearing said Tract II and with said Tract I, at feel pass a 1/2 inch iron rod found, continuing in at a total distance of 130.25 FEET to a point for corner in the centerline of County Road No. 802;

THENCE NORTH 44°55'33" EAST depicting said Tract II and with said centerline a distance of 303.43 FEET to a point for corner;

THE-NE SOUTH 03-5-21<sup>st</sup> EAST expiring sold conference of 51.62 feet plus a 1/2 inch ran road found, pass the northeast corner of road Lot 1, continuing with said Lot 1 in a false direction at 34-401 FEET to the POINT OF BEGINNING, and containing 1.281 Acres of land, more or less.

**STATE OF TEXAS**  
**&**  
**COUNTY OF JOHNSON**  
I, NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS, THAT, TONY D. WALLIS, County, do hereby give and grant, to the hereunto duly and lawfully authorized and constituted Board of Commissioners of the County of Johnson, Texas, and an hereby bequeath to my heirs, heirs-at-law, heirs and descendants from the said

Tony D. Wilson, Owner

Before me, the undersigned Notary Public, on this day personally appeared Tony L. White, known to me or proved to me to be the person in the capacity herein stated, whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations expressed therein.

WITNESS MY HAND AND SEAL OF OFFICE on this 2 day of July, 2013.

County of San Diego State of California  
Notary Public for said State

County of San Diego State of California  
Notary Public for said State

My commission expires: 4-21

 **PEGGY FISHER**  
 Major Public, State of TX  
 Comm. Expires 04-15-20  
 Mockey ID 13200478

I, WAYNE BARTON, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE SURVEY OF THE LAND, AND THAT THE CORRESPONDING MONUMENTS SHOWN THEREON WERE PROPERLY PLACED OR RECOVERED UNDER MY SUPERVISION.

WATNE BARON R.L.S.  
TEXAS REGISTRATION NO. 61398

2/6/2019

DATE

WATNE BARON  
61398

**A MINOR PLAT OF  
LOT 1, BLOCK 1  
DUNDER MIFFLIN ESTATES**

**AN ADDITION TO JOHNSON COUNTY, TEXAS**  
BEING all that certain lot, tract, or parcel of land situated in the FORBES 18255 SURVEY, ABSTRACT No. 498, in the Emma-Territorial jurisdiction of the City of Burdette, Johnson County, Texas, as conveyed to Tony D. Winkle, in this deed recorded in CJD 2007-39248, DRLT.

November 18, 1970

CITY OF BURLINGTON CASE 18

CITY OF BURLINGTON CASE 18-161

SHEET No.

**BS** **Barton Surveying &  
Laser Scanning, LLC.**  
3104 Fairmeadows Lane  
Fort Worth, TX 76125  
682.841.0099 FIRM 77

772

LOT 1, BLOCK 1,  
DUNDER MIFFLIN ESTATES  
AN ADDITION TO JOHNSON COUNTY,  
TEXAS

PROJECT No. 181106-MP	
DATE: 11/19/2018	
SCALE: 1" = 50'	
OWN: WB	CHK'D: WB

Johnson County, Texas

Bearings are based on NAD 83 Grid,  
North Central Zone, 4202  
Texas State Plane Coordinate System.

**TRIANGLE SURVEYING COMPANY**  
**P. O. Box 546, Burleson, Texas, 66097**  
**Phone: 817-295-1148**

Being a 1.28 acre tract of land out of the PARKER DOSS SURVEY, ABSTRACT NO. 198, Johnson County, Texas, and being more particularly described by metes and bounds as follows;

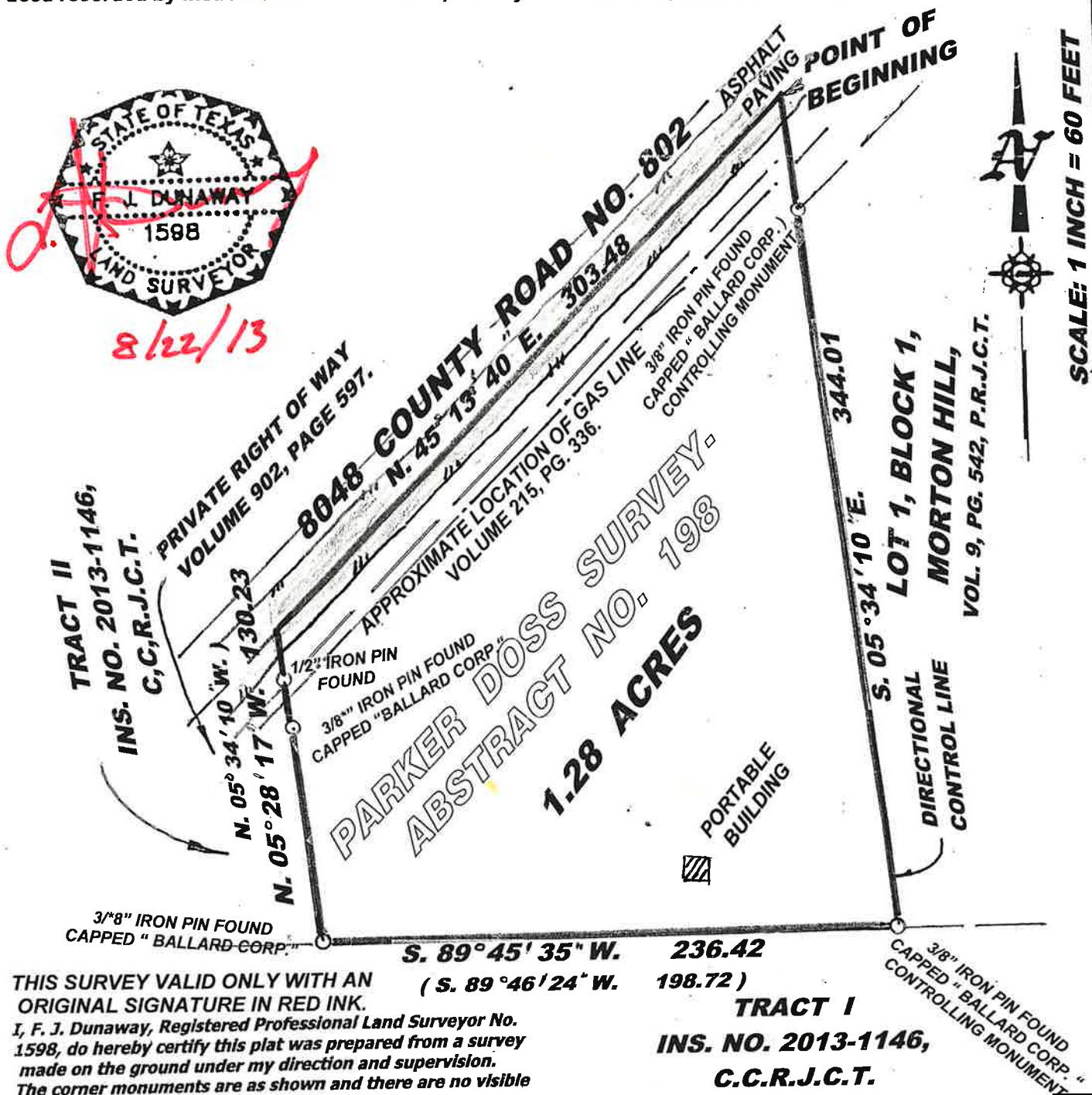
**BEGINNING** at a 3/8 inch iron pin capped "Ballard Corp." found at the southeast corner of this tract and being the southwest corner of Lot 1, Block 1, Morton Hill, an addition in Johnson County, Texas, according to the plat recorded in Volume 9, Page 542, Plat Records, Johnson County, Texas, said point also being in the north line of a tract of land described as Tract I, conveyed to Robert Steve Ward by deed recorded by Instrument No. 2013-1146, County Clerk Records, Johnson County, Texas;

**THENCE** South 89 degrees, 45 minutes, 35 seconds West, along a north line of said Ward tract, 236.42 feet ( deed call, 198.72 feet ), feet to a 3/8 inch iron pin " capped " Ballard Corp. " found for corner at the southeast corner of a tract of land described as tract II in said Instrument No. 2013-1146, and being the southwest corner of this tract;

**THENCE** North 05 degrees, 28 minutes, 17 seconds West along the east line of said tract II , at 78.73 feet a 3/8 inch iron pin capped " Ballard Corp. " found, continuing, at 98.00 feet a 1/2 inch iron pin found in the southeasterly line of County Road No. 802, continuing, in all, 130.23 feet to a point for corner in said county road and at the northwest corner of this tract;

**THENCE** North 45 degrees, 13 minutes, 40 seconds East, along said county road, 303.48 feet to a point for corner at the northeast corner of this tract;

**THENCE** South 05 degrees, 34 minutes, 10 seconds East, at 51.54 feet a 3/8 inch iron pin capped " Ballard Corp. " found at the northwest corner of said Lot 1, Block 1, Morton Hill, continuing, along the west line of said Lot 1, Block 1, in all, 344.01 feet to the POINT OF BEGINNING and containing 1.28 acres of land, more or less and being the same tract conveyed by Willard Willis and Dorcas Willis to Tony D. Willis by deed recorded by Instrument No. 2012-30568, County Clerk Records, Johnson County, Texas.







# Central Appraisal District of Johnson County

109 North Main St  
Cleburne, Texas 76033  
Phone: (817) 648-3000  
Fax: (817) 645-3105

## Account Details for 126.4534.01010

### Ownership

Owner Name:	Willis Tony D
Owner Address:	8048 County Road 802, Burleson, TX 760281900
Property Location:	8048 Cr 802
Ownership Interest:	1.000000
Description:	LOT 1 BLK 1 DUNDER MIFFLIN ESTATES
Deed Date:	2020-01-01
Deed Type:	Unassigned
Page #:	
Volume #:	
Instrument #:	NEW PLAT 11/711
Exemptions	<ul style="list-style-type: none"><li>◦ Homestead</li></ul>
Tax Entities	<ul style="list-style-type: none"><li>◦ Johnson County</li><li>◦ Burleson ISD</li><li>◦ Lateral Road</li><li>◦ Johnson Co ESD#1</li><li>◦ Briar Oaks Fire Dept</li><li>◦ Precinct2</li></ul>
Improvement State Code:	A1 - Real, Residential, Single Family
Land State Code:	A1 - Real, Residential, Single Family
Productivity State Code:	

<b>GEO Num:</b>	126.4534.07070
<b>Last Update:</b>	Sep 18 2023 2:56PM

A zero value indicates that the property record has not yet been completed for the indicated tax year.

† Appraised value may be less than market value due to state-mandated limitations on value increases.

#### Value

<b>Improvement Value</b>	\$156,429
<b>Land Market Value:</b>	\$35,258
<b>AG Market Value:</b>	\$0
<b>AG Value:</b>	\$0
<b>Prod Loss:</b>	\$0
<b>Total Market Value:</b>	\$191,687
<b>† Appraised Value:</b>	\$191,687
<b>Land Acres</b>	1.0370
<b>Impr Area Size</b>	1320
<b>Year Built</b>	2019

#### Appraisal History

\* This information is intended for reference only and is subject to change. It may not accurately reflect the complete status of the account as actually carried in Johnson Appraisal District's database and may not be used as a basis of protest or appeal.

## City Council Regular Meeting

**DEPARTMENT:** Development Services

**FROM:** Tony McIlwain, Development Services Director

**MEETING:** November 13, 2023

**SUBJECT:**

The Prairie at Chisholm Trail (Case 23-149): Hold a public hearing and consider approval of an ordinance for a zoning change request from "A", Agricultural to "PD" Planned Development for a single-family attached and townhome development with a commercial component located at 6401 CR 910Z. *(First and Final Reading) (Staff Presenter: Tony D. McIlwain, Development Services Director) (The Planning and Zoning Commission recommended disapproval by unanimous vote)*

### **SUMMARY:**

On July 24, 2023, an application for a zoning change request was submitted by Matt Powell, representing DFW Geodesy, on behalf of Charles Covey with Landvest Development LLC (the contracted buyer), to change the zoning of approximately 111.948 acres to PD, Planned Development for a single-family attached and townhome residential development with one commercial lot. The subject property is currently owned by the Linda A. Woodward Supplemental Needs Trust and the Estate of Steven Marley Matthews, which are represented by Wade Woodard, a Trustee and Executor (respectively) of the afore-mentioned ownership. Mr. Wade has authorized the rezone application.

### **Development Overview:**

The developer is proposing a PD zoning on 111.98 acres to develop 251 SFA, single-family attached lots, 374 townhome lots, and 1 commercial tract with a walking trail open to the public. The proposed development standards and conceptual layout of the site are attached as Exhibit 4.

**Zoning and Land Use Table**

	Zoning	Use
Subject Site	A, Agricultural	Undeveloped
North	ETJ	Residential (Walden Estates)
East	Chisholm Trail PKWY	N/A
South	ETJ (Development Agreement)	Undeveloped

West	ETJ	Residential (Sundance Addition)
------	-----	---------------------------------

**This site is designated in the Comprehensive Plan as Chisholm Trail Corridor.**

Land uses along the Chisholm Trail Corridor should be **primarily nonresidential**, with the primary use being large-scale professional campuses, such as office parks or medical centers. Complementary large-scale retail will also be appropriate. This area is envisioned to develop in a coordinated manner, with both vehicular and pedestrian connectivity in mind. Development should emphasize quality building and site design and robust landscaping, reflecting a positive image of Burleson to those traveling along the corridor

*Staff has determined that this request is not in conformance with the Comprehensive Plan and pursuant to Local Gov't Code Section 211.04 an amendment to the Future Land Use Map would be appropriate if rezoned for the applicant's proposal.*

*Staff recommends disapproval based on the request not meeting the Comprehensive Plan in addition to the following concerns:*

Applicant's PD allows C, Commercial uses on the proposed commercial tract. Several by-right uses in C, Commercial would not be complimentary to the adjacent residential uses. Neighborhood Services or General Retail would align better within a residential development. Additionally, the PD language does not require screening from the C, Commercial tract which could be potentially harmful depending on the commercial use that could ultimately be developed there.

Proposed Townhomes (SF-TH) lots are smaller than what is allowed in the City's current SFA district

	Applicant's proposed Townhomes	City of Burleson SFA, Single-family attached
Minimum Lot size	1,400 SF	2,500 SF
Lot width	20 FT	25 FT
Lot depth	70 FT	100 FT

Proposed lot sizes and density are not complimentary with the adjacent Sundance Addition to the west.

Proposed PD language does not reflect the type of amenities that staff would expect to serve the residents of this type of development. Only amenity mandated in the PD is a walking trail.

Contrary to the Comprehensive Plan, robust landscaping was not provided within the PD. Landscaping standards were not proposed by the applicant and would default to the base landscaping standards from Chapter 86 of the Code of Ordinances.



**Engineering:**

Engineering reviews will be required during the platting phase.

**Planning and Zoning Commission:**

The Planning and Zoning Commission considered this case and recommended disapproval by a unanimous vote. The Commission's recommendation of disapproval, however, will not trigger the 3/4ths City Council majority requirement as set forth in the City's zoning ordinance to approve the case. The City Council may approve or deny the case by a simple majority vote.

**OPTIONS:**

- 1) Approve an ordinance for a zoning change request to "PD" Planned Development with reasoned consideration and acknowledgement that the action is not consistent with the Comprehensive Plan and an explanation why the Council considers the action to be reasonable and in the public's interest; or
- 2) Approve an ordinance for a zoning change request to "PD" Planned Development with changes to the proposed development standards, with reasoned consideration and acknowledgement that the action is not consistent with the Comprehensive Plan and an explanation why the Council considers the action to be reasonable and in the public's interest; or
- 3) Deny the ordinance for a zoning change request.

**FISCAL IMPACT:**

None.

**STAFF CONTACT**

Tony McIlwain  
Director of Development Services  
[tmcilwain@burlesontx.com](mailto:tmcilwain@burlesontx.com)  
817-426-9684

# ZC – Prairie at Chisholm Trail

## Location:

- 6401 CR 910Z

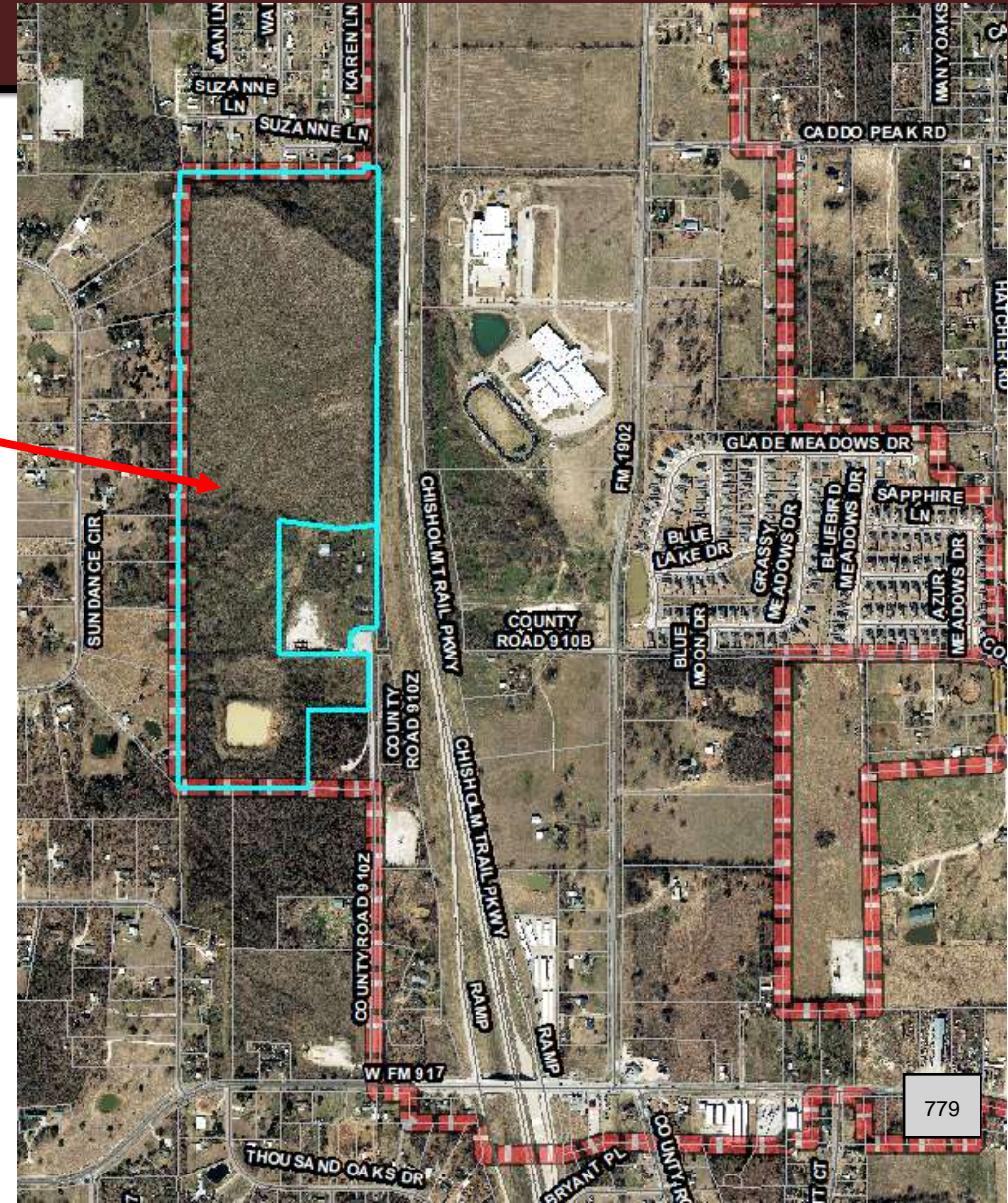
## Applicant:

Matt Powell (DFW Geodesy)

Charles Covey (Developer)

## Item for approval:

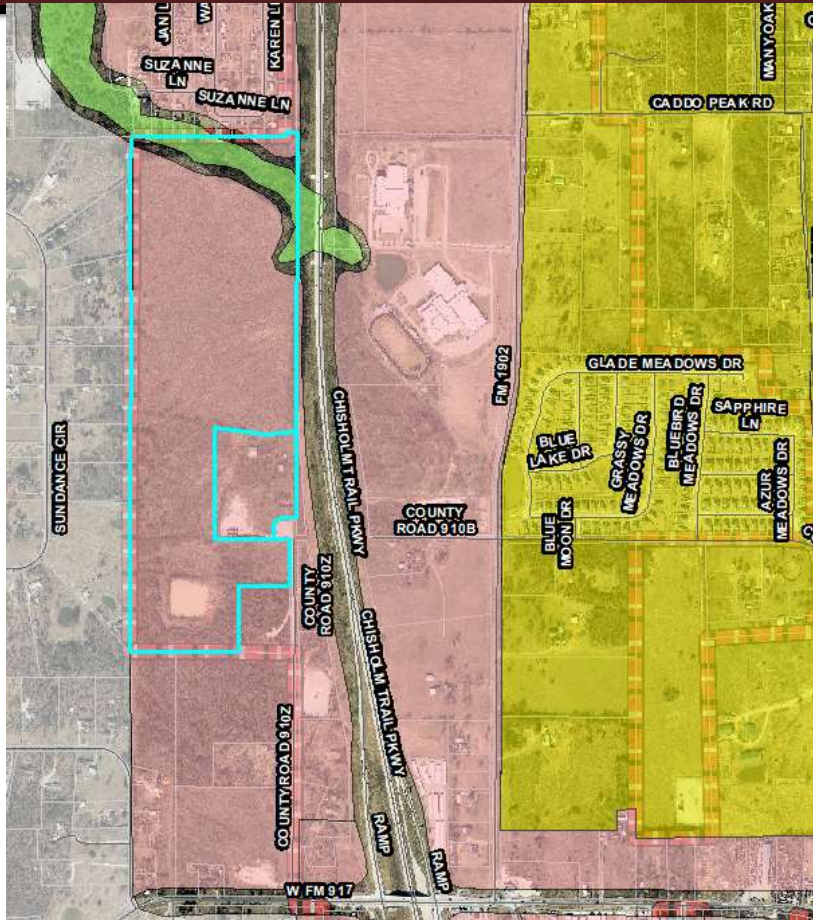
Zoning Change from "A", Agricultural to "PD" Planned Development for a single-family attached and townhome development with a commercial component (Case 23-149).





# Comprehensive Plan

## Chisholm Trail Corridor



# Zoning

## A, Agricultural



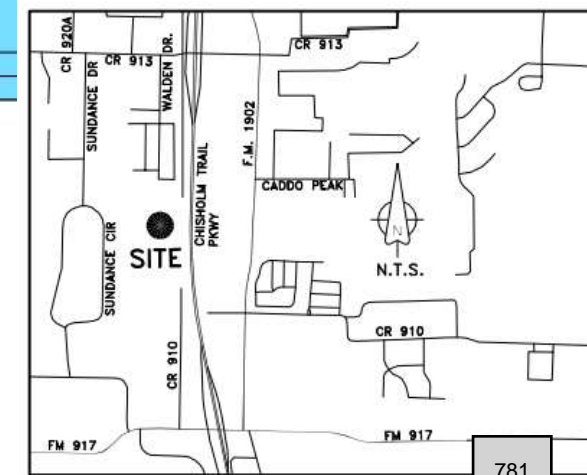
Staff has determined that this request is not in conformance with the Comprehensive Plan and pursuant to Local Gov't Code Section 211.04 an amendment to the Future Land Use Map would be appropriate if rezoned for the applicant's proposal.



N00°28'06"W 1785.16'  
 N00°23'54"E 2221.80'  
 S89°51'27"W 828.75'  
 S00°36'20"W 523.44'  
 N89°04'23"W 392.97'  
 N00°36'25"W 364.86'  
 S00°11'17"W 706.59'  
 S00°37'14"W 1341.20'  
 N89°25'54"E 1277.77'

GREEN SPACE  
 STREET "A"  
 GREEN SPACE  
 STREET "B"  
 GREEN SPACE  
 STREET "C"  
 GREEN SPACE  
 STREET "D"  
 GREEN SPACE  
 STREET "E"  
 GREEN SPACE  
 STREET "F"  
 GREEN SPACE  
 STREET "G"  
 GREEN SPACE  
 STREET "H"  
 GREEN SPACE  
 STREET "I"  
 GREEN SPACE  
 STREET "J"  
 GREEN SPACE  
 ALLEY "A"  
 GREEN SPACE  
 ALLEY "B"  
 GREEN SPACE  
 ALLEY "C"  
 GREEN SPACE  
 ALLEY "D"  
 GREEN SPACE  
 EXISTING GAS WELL PAD  
 AMENITIES  
 JOHNSON COUNTY VOL. 4487, PG. 283 D.R.J.C.T.  
 CHISHOLM TRAIL PARKWAY  
 COUNTY ROAD 910 (VARIABLE R-O-W)  
 CHAS. A. BOSS VOL. 1941, PG. 221 D.R.J.C.T.  
 JOSHUA RD VOL. 3103, PG. 984 D.R.J.C.T.  
 COMMERCIAL  
 ZONE "A"  
 FLOOD ZONE BOUNDARY  
 APPROP. 150 FEET FLOOD ZONE BOUNDARY  
 LOT 27, BLOCK A WALDEN ESTATES VOL. 4, PG. 80 P.R.J.C.T.  
 LOT 28, BLOCK WALDEN ESTATES VOL. 4, PG. 80 P.R.J.C.T.  
 LOT 29, BLOCK A WALDEN ESTATES VOL. 4, PG. 80 P.R.J.C.T.  
 LOT 30, WALDEN VOL. 4, PG. 80 P.R.J.C.T.  
 LOT 31, BLOCK WALDEN ESTATES VOL. 4, PG. 80 P.R.J.C.T.  
 LOT 32, BLOCK WALDEN ESTATES VOL. 4, PG. 80 P.R.J.C.T.  
 LOT 33, BLOCK A WALDEN ESTATES VOL. 4, PG. 80 P.R.J.C.T.  
 CR 920A  
 SUNDANCE DR  
 CR 913  
 WALDEN DR  
 TRAIL  
 F.M. 1902

LAND USE TABLE		
LAND USE TYPE	LOTS	ACREAGE
SINGLE FAMILY ATTACHED – SFA	251	68.047
SIGNLE FAMILY TOWNHOME – SF-TH	374	41.783
COMMERCIAL – C-1	1	2.118
TOTAL	626	111.948



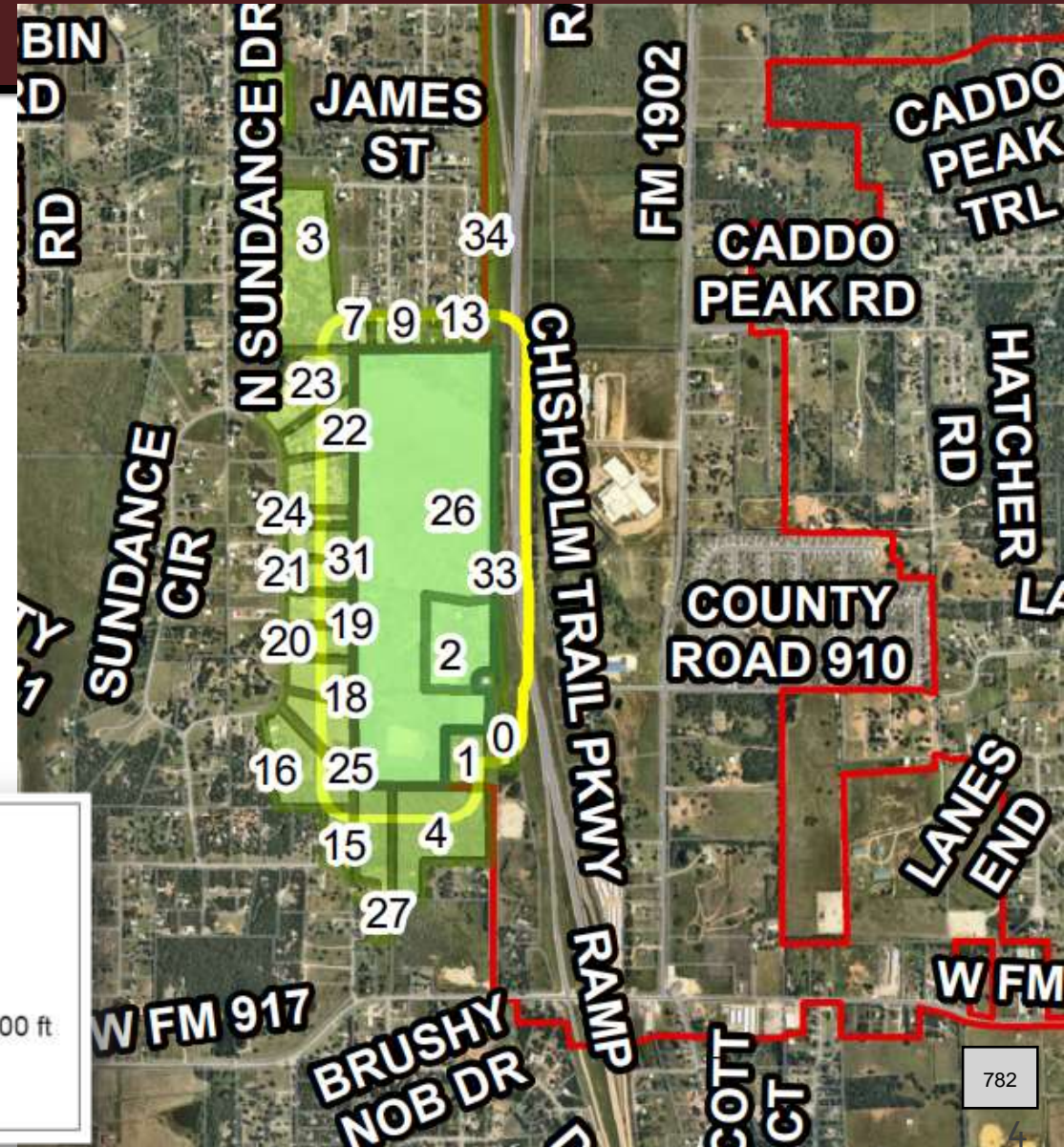
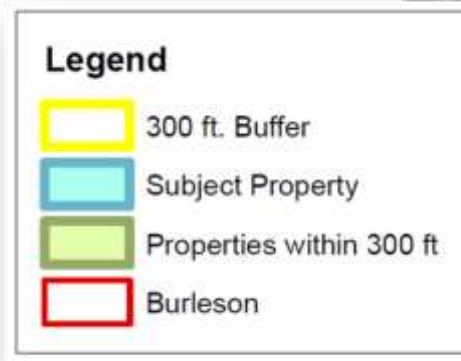
VICINITY MAP  
N.T.S.



# ZC – Prairie at Chisholm Trail

## 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



# ZC – Prairie at Chisholm Trail

## P&Z Summary

### Vote

Recommended disapproval unanimously

### Discussion

- Matt Powell discussed difficulties related to access, current Comp Plan, master thoroughfare plan, sewer infrastructure, capital improvement projects, and why applicant did not incorporate staff's recommendations related to the proposed PD language/standards.
- Charles Covey presented elevations of proposed products and discussed potential tax revenues.
- P&Z discussed concerns related to density, proposed lot sizes, access, non Conformance with the Comp Plan, development standards, and availability of City services for the proposed use.



# ZC – Prairie at Chisholm Trail

## Staff's Recommendation

*Disapproval of the ordinance based on the request not meeting the Comprehensive Plan in addition to the following concerns:*

- Applicant's PD allows C, Commercial uses on the proposed commercial tract. Several by-right uses in C, Commercial would not be complimentary to the adjacent residential uses.
- Proposed Townhomes (SF-TH) lots are smaller than what is allowed in the City's current SFA district
- Proposed lot sizes and density are not complimentary with the adjacent Sundance Addition to the west.
- Contrary to the Comprehensive Plan, robust landscaping was not provided within the PD. Landscaping standards were not proposed by the applicant and would default to the base landscaping standards from Chapter 86 of the Code of Ordinances.



## 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 111.948 ACRES OF LAND LOCATED IN THE JOSEPH WEST SURVEY, ABSTRACT NO. 855, JOHNSON COUNTY, TEXAS, FROM AGRICULTURAL (A) TO PLANNED DEVELOPMENT (PD), 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 Matt Powell on July 24, 2023, under Case Number 23-149 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 X to X to recommend to the City Council of Burleson, Texas, that the hereinafter described property be rezoned from its classification of Agricultural (A) to Planned Development (PD); 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 Agricultural (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 as 111.948 acres of land located in the Joseph West survey, Abstract no. 855, Johnson County, Texas as shown on the attached **Exhibit 1** incorporated herein by reference, by changing the zoning of said property from **Agricultural (A) to Planned Development (PD)**.being attached hereto and incorporated herein by reference for all purposes.

### **Section 2.**

The Planned Development district, as described by Exhibit 1 and depicted on Exhibit 2, shall be subject to the following conditions:

1. **GENERAL**

This property is subject to all the regulations contained in the City of Burleson development codes, except where amended by this Ordinance

2. **PERMITTED LAND USES**

Except as otherwise provided herein, land uses permitted within this PD district shown on Exhibit 2 are limited to the Planned Development Single-Family Townhome District (PD SF-TH) and Single Family Residential (SFA – Single Family Attached Dwelling District) and Commercial (C1) zoning district as defined by the City of Burleson Zoning

Ordinance.

The purpose of the Planned Development District is to facilitate the development of high-quality Single-Family attached product located within the PD area.

3. DEVELOPMENT STANDARDS:

Except as otherwise provided herein, the acting development standards applied to this PD district shown on Exhibit A shall include the Planned Development Single-Family Townhome District (PD SF-TH) development area regulations and all the regulations contained in the City of Burleson development codes, except where amended by this Ordinance:

A - Planned Development Single-Family Townhome District (PD SF-TH)

1. Lot Requirements:

- a. Min. lot sizes: 1400 square feet per unit
- b. Lot width: 20 feet
- c. Lot depth: 70 feet
- d. Lot coverage: 75%
- e. Front yard setbacks
  - i. Garages: 20 feet
  - ii. All other portions of the building: 15 feet
- f. Rear yard setbacks: 0 feet (Adjacent to open space mews)
- g. Side yard: 0 feet
- h. 3 Stories; maximum height: 40 feet

B. Open Space Mews

- i. Open space mews required between all buildings as generally shown on Exhibit 2.
- ii. Minimum mews width: 20 feet

C. Walking Trail

- i. Minimum of eight (8) ft. wide with one bench per every one thousand (1000) ft and trash can per one thousand (1000) ft. Trash to be maintained by the HOA.
- ii. The trail system shall be accessible and open to the general public. The remaining open space/common area lots and amenities located within such areas may be reserved for private use, at the property owner's discretion.

D. Sidewalk

- i. There shall be a five (5) foot sidewalk in front of all buildings fronting onto. The sidewalk shall utilize enhanced paving.
- ii. Sidewalks shall be at least six (6) feet when adjacent to eighteen (18) foot parking spaces.

E. Parking

- i. Two (2) enclosed spaces behind the front yard line (labeled Building Line in Exhibit 2).

- ii. On-Street Parking shall be prohibited on 41' Private Road within the SF-TH development. Adequate signage shall be provided on every street to enforce this amendment.
- iii. Visitor parking within PD SF-TH: 0.25 per dwelling unit.

**F. Common Area Maintenance**

- i. To ensure the long-term maintenance of common land and facilities in townhome district the homeowners' association (HOA) or other similar management entity shall be organized as a nonprofit corporation with automatic membership in the management entity when property is purchased. This shall be specified in the covenants which run with the land, and which bind all subsequent owners. Covenants for maintenance assessments shall also run with the land. Included in the maintenance covenants shall be procedures for changing them at stated intervals. Deeds shall also reference the rights and responsibilities of property owners to the management entity. The management entity shall also be responsible for liability insurance, local taxes, and the maintenance of all commonly held facilities with a pro-rata formula for all property owners.
- ii. The General Retail Tract shall be exempt from required screening adjacent to the HOA common area lot as shown in Exhibit 2, in order to allow for patios and potential trail connection.

**G. Official Zoning Map**

The official Zoning Map of the City shall be corrected to reflect the change in zoning described herein.

**B - Single Family Residential (SFA – Single Family Attached Dwelling District)**

- No change

**Section 3.**

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

**Section 4.**

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

**Section 5.**

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

**Section 6.**

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

**Section 7.**

Any person, firm, association of persons, company, corporation, or their agents, its servants, or employees violating or failing to comply with any of the provisions of this article shall be fined, upon conviction, not less than one dollar (\$1.00) nor more than two thousand dollars (\$2,000.00), and each day any violation of noncompliance continues shall constitute a separate and distinct offense. The penalty provided herein shall be cumulative of other remedies provided by State Law, and the power of injunction as provided in Texas Local Government Code 54.012 and as may be amended, may be exercised in enforcing this article whether or not there has been a complaint filed.

**Section 8.**

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

**PASSED AND APPROVED:**

**First and Final Reading:** the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

---

Chris Fletcher, Mayor  
City of Burleson, Texas



ATTEST:

APPROVED AS TO FORM:

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Amanda Campos, City Secretary

---

E. Allen Taylor, Jr., City Attorney

**EXHIBIT 1:**

**LEGAL DESCRIPTION**

BEING a 111.948 acre tract of land situated in the Joseph West Survey, Abstract No. 855, Johnson County, Texas and being the same land described as 117 acres in a deed to Weldon R. Woodard as recorded in Volume 1814, Page 837 of the Official Public Records, Johnson County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch iron rod found at the Northeast corner of Lot 18 of the Sundance Subdivision, an addition to Johnson County, Texas according to the Map or Plat thereof recorded in Volume 1, Page 13 of the Map and Plat Records of Johnson County, Texas same being the Southwest corner of Lot 27 of the Walden Estates Subdivision, an addition to Johnson County, Texas according to the Map or Plat thereof recorded in Volume 4, Page 90 of said Map and Plat Records;

THENCE North 89 degrees 25 minutes 54 seconds East, along the common line of said Walden Estates, 1196.33 feet passing a 5/8 inch iron rod found for the Southeast corner of Lot 34 of said Walden Estates, and traveling a total distance of 1277.77 feet to a 1/2 inch capped iron rod set, marked DATAPOINT#10194585, on the West Right-of-Way line of the Chisholm Trail Parkway, a variable width Right-of-Way, for the Northwest corner of a called 1.200 acre tract of land described as Control Access - Partial Acquisition, in a deed to the State of Texas as recorded in Document Number 2008- 40878, same being the Northwest corner of a called 23.380 acre tract of land described in a deed to the State of Texas as recorded in Document Number 2007-26710 of said Official Public Records, and being the Northeast corner of this tract;

THENCE South 00 degrees 37 minutes 14 seconds West, along the West Right-of-Way line of said Chisholm Trail Parkway and said 23.380 acre tract, a distance of 1341.20 feet to a 1/2 inch capped iron rod set, marked DATAPOINT#10194585, for the beginning of a curve to the Left with the Radius of 11,459.16 feet;

THENCE with said curve to the left with a chord bearing of South 01 degrees 37 minutes 42 seconds East, chord length of 929.47', through a central angle of 04 degrees 38 minutes 55 seconds, an arc length of 929.47', to a 1/2 inch capped iron rod set, marked DATAPOINT#10194585, for the North corner of a called 10.95 acre remainder portion of a 116.525 acres of land as described in a deed to Joshua Independent School District as recorded in Document Number 3103-984 of said Official Public Records;

THENCE South 00 degrees 11 minutes 17 seconds West, along the common line of said 10.95 acre tract, a distance of 706.59 feet to a 1/2 inch capped iron rod set, marked DATAPOINT#10194585 on the West line of said 10.95 acre tract for the Northeast corner of a called 0.592 acre tract of land described in a deed to County of Johnson as recorded in Volume 4467, Page 283 of said Official Public Records;

THENCE along the common line of said 0.592 acre tract the following courses and distances:

North 88 degrees 52 minutes 50 seconds West, a distance of 93.93 feet to a 1/2 inch capped iron rod set, marked DATAPOINT#10194585 for the beginning of a curve to the Left with a Radius of 80.00 feet;

THE PRAIRIE AT CHISHOLM TRAIL

Thence with said curve to the left with a chord bearing of South 43 degrees 52 minutes 18 seconds West, and chord length of 109.25', through a central angle of 86 degrees 07 minutes 48 seconds with an arc length of 120.26' to a 1/2 inch capped iron rod set, marked DATAPOINT#10194585;

South 00 degrees 48 minutes 24 seconds West, a distance of 80.50 feet to a 1/2 inch capped iron rod set, marked DATAPOINT#10194585;

South 89 degrees 18 minutes 08 seconds East, a distance of 120.69 feet to a 1/2 inch capped iron rod set, marked DATAPOINT#10194585 on the South line of said 0.592 acre tract, for a Northwest corner of a called 5.739 acre tract of land described in a deed to Texas Utilities Electric Company as recorded in Volume 1419, Page 347 of said Official Public Records;

THENCE along the common line of said 5.739 acre tract the following courses and distances;

South 00 degrees 36 minutes 25 seconds West, a distance of 364.86 feet to a Texas Department of Transportation Monument with Brass cap;

North 89 degrees 04 minutes 23 seconds West, a distance of 399.97 feet to a 5/8 inch iron rod found;

South 00 degrees 36 minutes 20 seconds West, a distance of 523.44 feet to a 1/2 inch capped iron rod set, marked DATAPOINT#10194585 on the North line of a called 16.894 acre tract of land described in deed to Stephanie Kristine Coomer as recorded in Document Number 2017-18962 of said Official Public Records, same being the Southwest corner of said 5.739 acre tract;

THENCE South 89 degrees 51 minutes 27 seconds West, along the South line of said 117 acre tract, a distance of 828.75 feet to a 1/2 inch iron rod found on the East line of said Sundance Subdivision, for the Northwest corner of a called 8.99 acre tract of land as described in a deed to Michael Glenn Brothers as recorded in Document Number 2019-30817 of said Official Public Records, same being the Southwest corner of this tract;

THENCE North 00 degrees 28 minutes 06 seconds West, along the common line of said Sundance Subdivision, a distance of 1785.16 feet to a 1/2 inch capped iron rod set, marked DATAPOINT#10194585 for an angle point on the East line of said Sundance Subdivision and the West line of this tract;

THENCE North 00 degrees 23 minutes 54 seconds East, continuing along said common line, a distance of 2221.80 feet to the POINT OF BEGINNING, containing 111.948 acres of land, more or less

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## City Council Regular Meeting

**DEPARTMENT:** Development Services

**FROM:** Tony McIlwain, Development Services Director

**MEETING:** November 13, 2023

**SUBJECT:**

Gina's Pizza at 319 NW Renfro St. (Case 23-287): Consider approval of a resolution for variances to Chapter 63, Sign Regulations, relating to conformity, location and separation of a pole sign. *(Staff Presenter: Tony McIlwain, Development Services Director) (No Planning and Zoning Commission action was required for this item.)*

**SUMMARY:**

On October 2, 2023, an application was submitted by Dianne Moriarty representing Global Signs, Inc. on behalf of Otto Arslanovski for sign variances to allow for the alteration of a pole sign without bringing it into complete conformity. The owner of Gina's Pizza is requesting to install a new cabinet for an existing pole sign which is currently considered non-conforming. The newly proposed sign was revised to match the new remodel of the restaurant.

**Non-conforming Signs:** The City's sign regulations requires that any structural change, alteration, modification, or change in the name, design, letters, message or other matter on the nonconforming sign, shall require the sign to be brought into conformity with the requirements of this chapter unless otherwise exempt by section. The applicant is requesting to modify existing sign cabinet without bringing the rest of the sign into conformity.

**Pole Sign:** The City's sign regulations do not allow pole signs to be erected outside of the North Wilshire Sign Corridor, or on properties that do not have frontage on IH35. The applicant is requesting for the existing pole sign to remain located outside of the permitted corridors.

**Pole Sign Separation:** The City's sign regulations required that pole signs shall maintain a 100-foot separation from an adjacent pole sign on each premises and minimum of 50 feet on adjacent premises on the same side of the street. The applicant is requesting for the existing sign to maintain a 25 foot separation from another pole sign on the same side of the street.

The applicant's justification for approval in granting the variances has been attached as Exhibit 3.

**Planning Analysis**

Section 63-3 (Nonconforming signs) of the Sign Ordinance contains the following requirements:

- (1) Shall not be changed to another nonconforming sign.
- (2) Shall not be structurally altered so as to change the shape, size, type or design of the sign; except where alterations are necessary to abate a threat to public safety.
- (3) Shall not be re-established after damage or destruction if the estimated expense of reconstruction exceeds 50 percent of the reproduction cost.
- (4) Any structural change, alteration, modification, or change in the name, design, letters, message or other matter on the nonconforming sign, other than a face (copy) change, shall require the sign to be brought into conformity with the requirements of this chapter unless otherwise exempt by section 63-10(e).

Section 63-56 (Pole Signs) of the Sign Ordinance contains the following requirements:

(a) Location.

- (1) Signs must be premises signs.
- (2) Signs shall not be allowed in residentially zoned districts.
- (3) Signs shall maintain a 100-foot separation from an adjacent pole sign on each premises and minimum of 50 feet on adjacent premises on the same side of the street.
- (4) Signs shall be allowed to locate on premises with frontage onto IH 35 and within the North Wilshire Sign Corridor only.

Approval Standards in Granting a Variance.

(Chapter 63-Sign Regulations, Section 63-12(b) - Variances):

Consideration
Special conditions exist that are peculiar to the land, structure or building involved and are not applicable to other lands, buildings or structures in the same vicinity. The City may attach such conditions to granting all or a portion of any variance necessary to achieve the purpose of this chapter.
The strict interpretation of the chapter would deprive the applicant of rights commonly enjoyed by other properties in the vicinity under the terms of this chapter.
Special conditions and circumstances do not result from the actions of the applicant(s) and such conditions and circumstances do not merely constitute pecuniary hardship or inconveniences.

Granting the variance will meet the objectives of the ordinance and not be injurious to the adjoining property owners or otherwise detrimental to the public welfare
The request will be the minimum variance necessary to alleviate the special hardship or practical difficulties faced by the applicant in meeting the requirements of this chapter; and
Granting the variance will be in harmony with the spirit and purpose of this chapter.

**OPTIONS:**

- 1) Approve the resolution for all requested sign variances with or without conditions; or
- 2) Approve a resolution for one or more of the requested sign variances with or without conditions; or
- 3) Deny the resolution for the sign variances.

**RECOMMENDATION:**

Staff is in support of the variances to Chapter 63, Sign Regulations, relating to conformity, location and separation of a pole sign.

**FISCAL IMPACT:**

None.

**STAFF CONTACT:**

Tony McIlwain  
 Development Services Director  
[tmcilwain@burlesontx.com](mailto:tmcilwain@burlesontx.com)  
 817-426-9684



# Gina's Sign Variance

## Location:

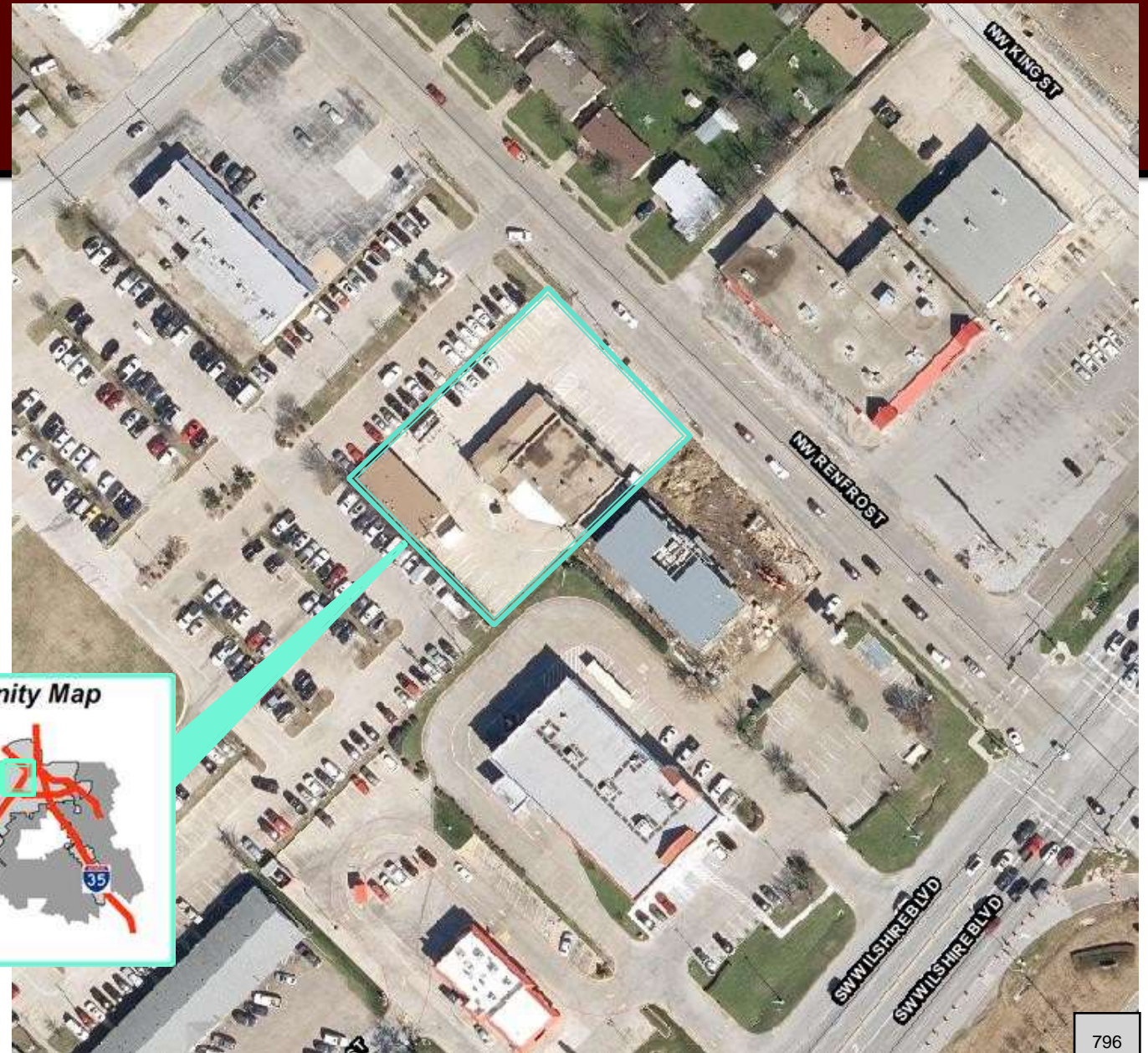
- 319 NW Renfro St

## Applicant/Owner:

Dianne Moriarty - Applicant  
Otto Arslanovski – Owner

## Item for approval:

Sign Variance (Case 23-287)





# Gina's Sign Variance

## Background:

Owner of Gina's Pizza is requesting to replace pole sign cabinet to match the remodel of the restaurant

- Existing pole sign is considered non-conforming

Sign code requires that if any modification is made to a non-conforming sign than that sign shall be brought into conformity with all sign regulations.

**Request:** allow for the modification of an existing pole sign cabinet without bringing the entire sign into complete conformity.



# Gina's Sign Variance

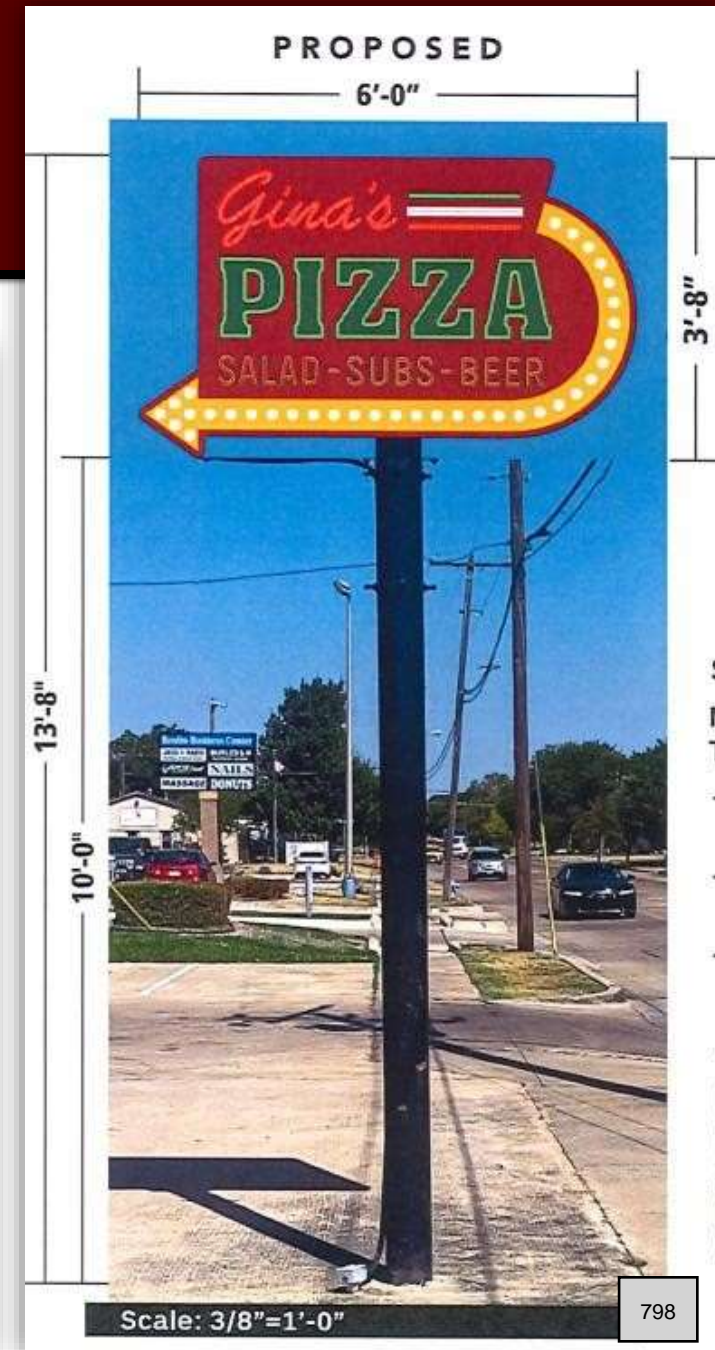
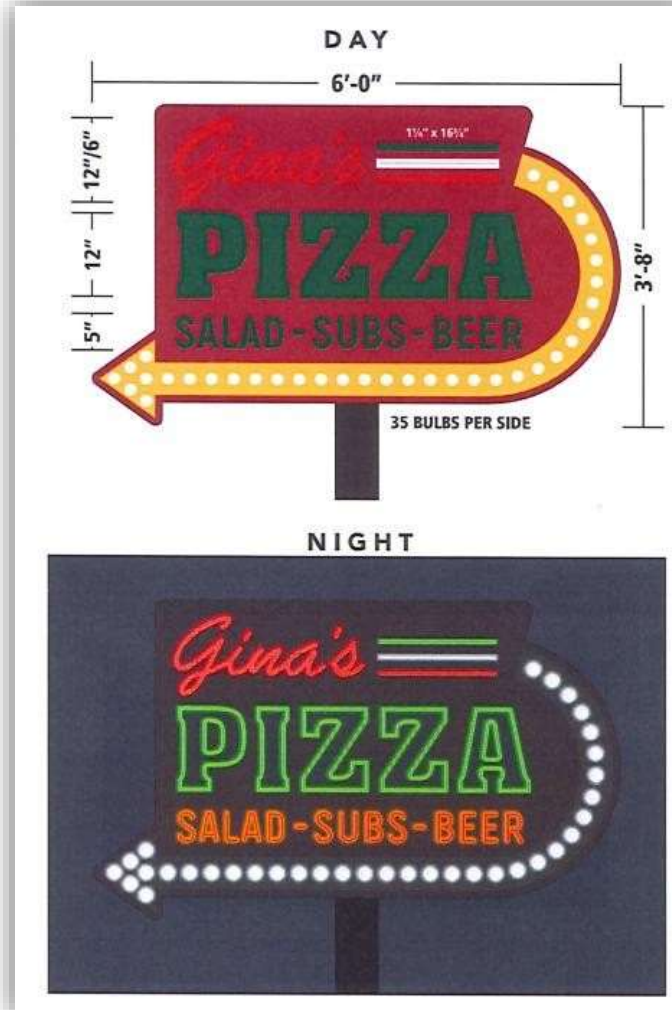
### Sign Variance Summary:

Section 63-3(4) *Nonconforming signs* of the Sign Ordinance contains the following requirement:

- Any structural change, alteration, modification, or change in the name, design, letters, message or other matter on the nonconforming sign, shall require the sign to be brought into conformity

Section 63-56 (3) *Pole Signs* of the Sign Ordinance contains the following requirements:

- Shall maintain a 100-foot separation from an adjacent pole sign on each premises and minimum of 50 feet on adjacent premises on the same side of the street.
- Shall be allowed to locate on premises with frontage onto IH 35 and within the North Wilshire Sign Corridor only.





# Gina's Sign Variance

## Requests:

- A variance to allow for the modification of the existing sign cabinet without bringing the rest of the sign into conformity.
- A variance to allow for the existing pole sign to maintain a 25 foot separation from another pole sign on the same side of the street.
- A variance to allow for the existing pole sign to remain located outside of the permitted corridors.

## Applicant's Justification:

New sign will match with the new remodel aesthetic of the restaurant and provide better customer visibility in lieu of alternative conforming options.



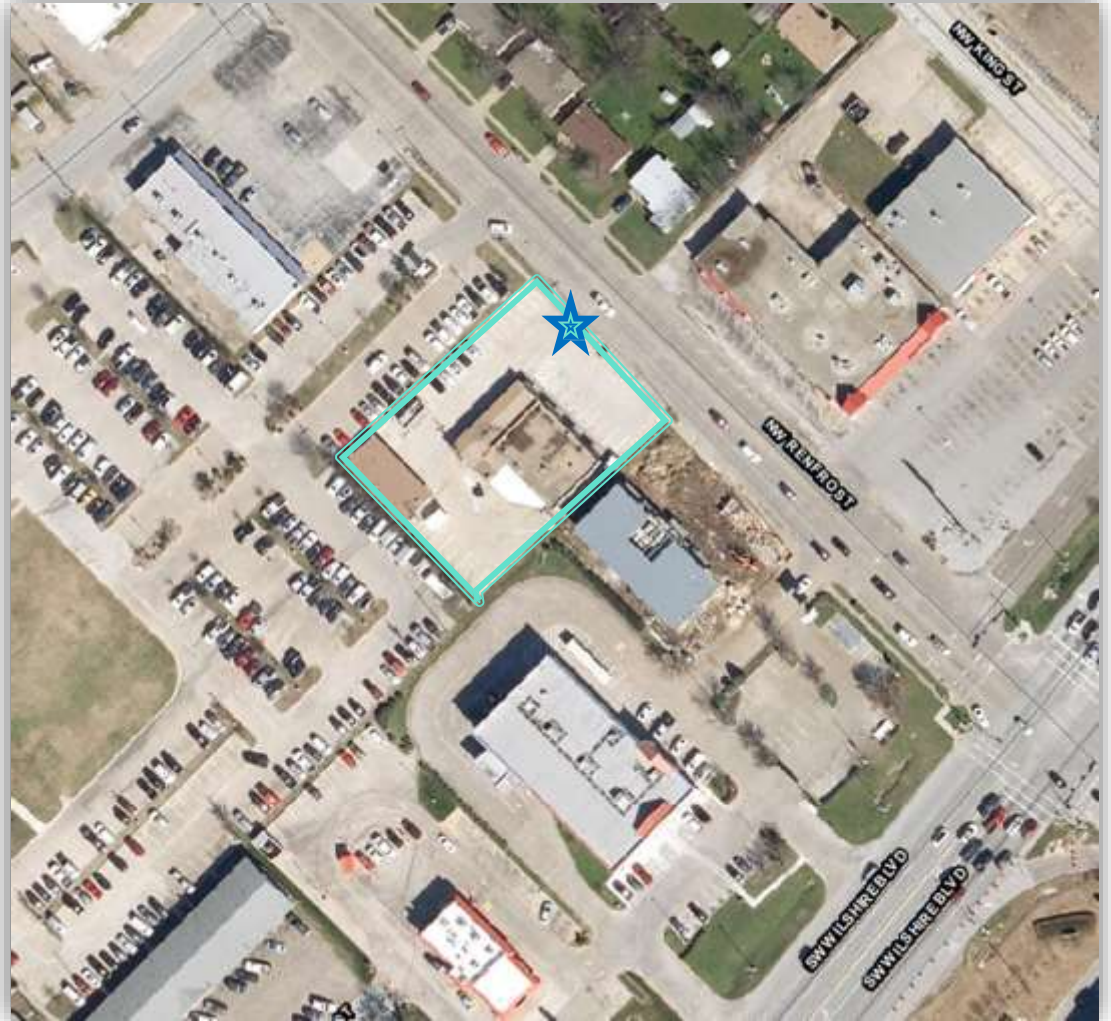
# Gina's Sign Variance

Considerations
Special conditions exist that are peculiar to the land, structure or building involved and are not applicable to other lands, buildings or structures in the same vicinity. The City may attach such conditions to granting all or a portion of any variance necessary to achieve the purpose of this chapter.
The strict interpretation of the chapter would deprive the applicant of rights commonly enjoyed by other properties in the vicinity under the terms of this chapter.
Special conditions and circumstances do not result from the actions of the applicant(s) and such conditions and circumstances do not merely constitute pecuniary hardship or inconveniences.
Granting the variance will meet the objectives of the ordinance and not be injurious to the adjoining property owners or otherwise detrimental to the public welfare
The request will be the minimum variance necessary to alleviate the special hardship or practical difficulties faced by the applicant in meeting the requirements of this chapter; and
Granting the variance will be in harmony with the spirit and purpose of this chapter.

# Gina's Sign Variance

## Staff Recommendation

Staff is in support of the variances to Chapter 63, Sign Regulations, relating to conformity, location and separation of a pole sign.





## **RESOLUTION**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS, FOR VARIANCES OF CHAPTER 63, SIGN REGULATIONS, TO ALLOW FOR THE MODIFICATION OF AN EXISTING NON-CONFORMING POLE SIGN AT 319 NW RENFRO STREET.**

**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**, Chapter 63, Sign Regulations, of the City of Burleson Code of Ordinances (2005) regulates the location, size, construction, erection, duration, use, and maintenance of signs within the jurisdiction of the City; and

**WHEREAS**, on October 2, 2023, an application was submitted by Dianne Moriarty representing Global Signs, Inc. on behalf of Otto Arslanovski for sign variances to allow for the modification of an existing pole sign without bringing it into complete conformity, and

**WHEREAS**, on November 13, 2023, the City Council made an inquiry into the matter and reviewed all the relevant information at a duly called public meeting, and

**WHEREAS**, the City Council finds and determines that special conditions exist that are peculiar to the land, structure or building involved and are not applicable to other lands, buildings or structures in the same vicinity; and

**WHEREAS**, City Council finds and determines that the strict interpretation of Chapter 63 would deprive the applicant of rights commonly enjoyed by other properties in the vicinity under the terms of Chapter 63; and

**WHEREAS**, City Council finds and determines that the special conditions and circumstances do not result from the actions of the applicant(s) and such conditions and circumstances do not merely constitute pecuniary hardship or inconveniences; and

**WHEREAS**, City Council finds and determines that granting the variance will meet the objectives of the ordinance and not be injurious to the adjoining property owners or otherwise detrimental to the public welfare; and

**WHEREAS**, City Council finds and determines that the request will be the minimum variance necessary to alleviate the special hardship or practical difficulties faced by the applicant in meeting the requirements of Chapter 63; and

**WHEREAS**, City Council has determined that granting the variance will be in harmony with the spirit and purpose of Chapter 63; and

**WHEREAS**, the City Council finds and determines the conditions attached to the variance, if

any, are necessary to achieve the purpose of Chapter 63.

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

**Section 1.**

City Council hereby grants a variance to Section 63-3(2) and (4) of Chapter 63, Sign Regulations, of the City of Burleson Code of Ordinances (2005) requiring that any structural change, alteration, modification, or change in the name, design, letters, message or other matter on the nonconforming sign, shall require the sign to be brought into conformity with the requirements of this chapter unless otherwise exempt by section, to allow for the modification of the existing sign cabinet without bringing the rest of the sign into conformity.

City Council hereby grants a variance to Section 63-56(a)(3) of Chapter 63, Sign Regulations, of the City of Burleson Code of Ordinances (2005) requiring pole signs maintain a 100-foot separation from an adjacent pole sign on each premises and minimum of 50 feet on adjacent premises on the same side of the street, to allow for the existing pole sign to maintain a 25 foot separation from another pole sign on the same side of the street.

City Council hereby grants a variance to Section 63-56(a)(4) of Chapter 63, Sign Regulations, of the City of Burleson Code of Ordinances (2005) requiring that pole signs shall only be allowed to locate on premises with frontage onto IH 35 and within the North Wilshire Sign Corridor, to allow for the existing pole sign to remain located outside of the permitted corridors at 319 NW Renfro Street.

Except as otherwise specified above, all other conditions, regulations, procedures, and rules of Chapter 63, Sign Regulations, of the City of Burleson Code of Ordinances (2005), as amended, shall apply to the sign at 319 NW Renfro Street.

**Section 2.**

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

**PASSED, APPROVED, AND SO RESOLVED** by the City Council of the City of Burleson, Texas, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Chris Fletcher, Mayor  
City of Burleson, Texas

ATTEST:

APPROVED AS TO LEGAL FORM:

Amanda Campos, City Secretary

E. Allen Taylor, Jr., City Attorney



To whom it may concern,

We would like to propose a new cabinet for the existing pole sign which is a non-conforming pole sign.

We are asking this city to allow a new revised cabinet to match with the new remodel of our restaurant. It is a retro sign because we have chosen to remain a business in Burleson since the 1970's and would like the sign to match that era of time. This cabinet will be a smaller cabinet than the existing cabinet but will have a more eye appealing appearance than the current cabinet.

Thank you for your consideration in this matter.

Sincerely,

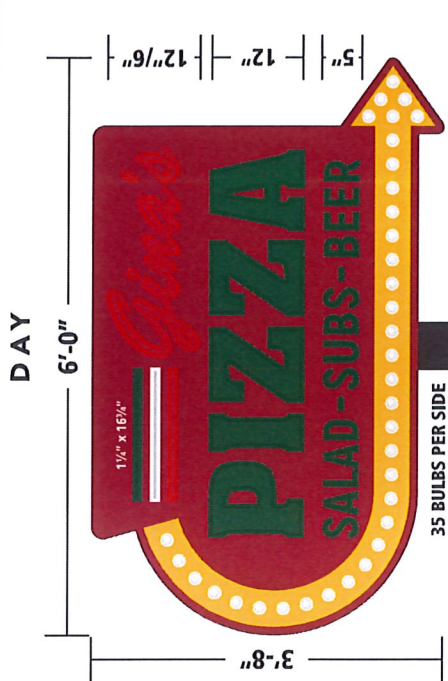
  
Dianne Moriarty

TSCL #18048 | Regulated by the Texas Department of Licensing and Regulation | PO Box 12157

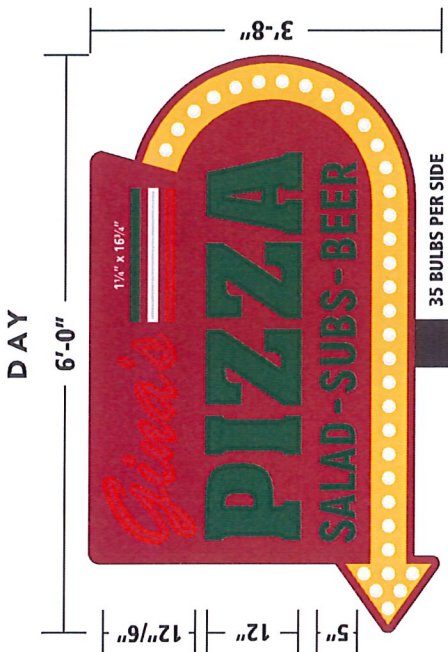
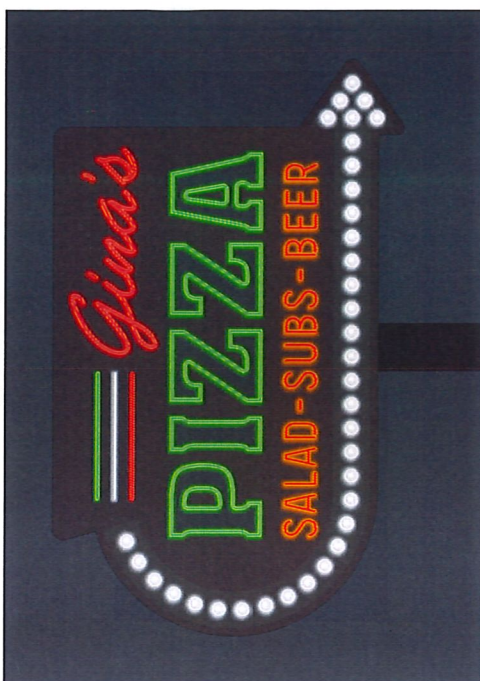
Austin, Texas 78711 | 1.800.803.9202, 512.463.6599 | Website: [www.license.state.tx.us/complaints](http://www.license.state.tx.us/complaints)



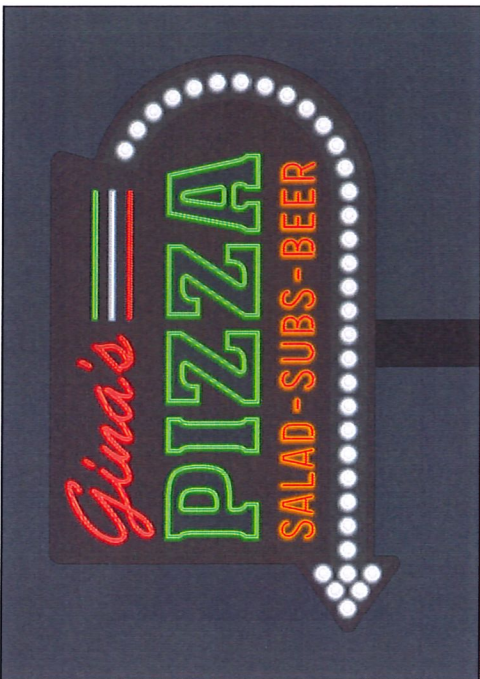
Scale: 1/2"=1'-0"



NIGHT



NIGHT



SCOPE OF WORK:

MANUFACTURE & INSTALL (1) D/F GINA'S PIZZA CABINET W/ ARROW AS SHOWN TO BE MOUNTED ON EXISTING POLE

**GLOBAL SIGNS INC.**

US HELP BUILD YOUR IMAGE

ALIFORNIA PKWY. FORT WORTH, TEXAS 76028 - 817.834.1123

806

DRAWING: 9713B1-23

REVISION: 2

DATE: 9-25-23

SALES: KRISTIAN BAKER

ART: TIM DAVIS

PROJECT:

GINA'S PIZZA

319 NW RENFRO ST

BURLESON, TX 76028

CUSTOMER SIGNATURE:

This drawing is the property of Global Signs Inc and has been furnished in confidence for bidding purposes only. No part of this drawing shall be replicated, duplicated, distributed, made available to others or used to any other extent without written permission from Global Signs Inc. Any individual, company, firm or corporation who receives this document, however obtained, is to adhere to these restrictions. Failure to comply could result in the appropriate legal action being taken.

This drawing is conceptual only & for convenience of reference. It should not be relied upon as an exact representation of sizes, materials or colors used for signage.



Scale: 1/2"=1'-0"

EXISTING

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PROPOSED

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## City Council Regular Meeting

**DEPARTMENT:** Finance Department  
**FROM:** John Butkus, Finance Director  
**MEETING:** November 13, 2023

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**SUBJECT:**

Consider approval of a resolution declaring intention to reimburse an amount not to exceed \$41,820,000 for Council approved capital projects with the FY23/24 budget and capital improvement plan. The resolution will give the City the ability to begin incurring capital expenditure costs of these projects with the intent of reimbursing the cost incurred with proceeds from bond debt to be issued at a future date and placing time restrictions on the issuance of tax-exempt obligations. (Staff Presenter: John Butkus, Finance Director)

**SUMMARY:**

On September 11, 2023, Council approved the final reading of the City's FY23/24 budget and capital improvement plan. The approved budget includes the City's capital improvement program for General Government, Parks, Economic Development, Water and Sewer systems. This reimbursement resolution will give the City the ability to begin incurring capital expenditures with the intent to reimburse the cost incurred with proceeds from bond debt to be issued at a future date.

See attachment for complete schedule.

**OPTIONS:**

- 1) Approve the resolution
- 2) Approve the resolution with changes
- 3) Deny the resolution

**RECOMMENDATION:**

Staff recommendations approval of the resolution

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

October 3, 2022, City Council approved a resolution declaring intention to reimburse an amount not to exceed \$65,100,000 for FY23 planned capital projects.

September 11, 2023, Council approved the final reading of the City's FY23/24 annual budget with the five-year capital improvement plan.

September 18, 2023, Council approved a revised Parks and Recreation capital improvement plan.

October 2, 2023, Council approved a resolution declaring intention to reimburse an amount not to exceed \$1,800,000 for the internal Engineering, Development and Planning expenses. The requested reimbursement resolution supersedes the October 2, 2023 resolution.

**FISCAL IMPACT:**

N/A

**STAFF CONTACT:**

John Butkus  
Finance Director  
[jbutkus@burlesontx.com](mailto:jbutkus@burlesontx.com)  
817-426-9627

## GO BOND PROJECTS

Project #	Project Desc.	FY24 Budget	Reimbursement Resolution Requested Amount
ST2350	NEIGHBORHOOD STREET REBUILD	750,000	750,000
ST2450	ALSBURY BOULEVARD - HULEN STREET TO CR 1020 (PHASE II)	6,434,496	6,434,496
ST2202	SIDEWALK PROGRAM	1,216,946	200,000
FA2301	POLICE EXPANSION	2,800,000	2,800,000
197405	HULEN INTERSECTION/ROAD EXPANSION	2,000,000	2,000,000
ST2401	SH174 WIDENING SCHEMATIC AND ENVIRONMENTAL	930,000	-
ST2503	ELK DR. HILLSIDE DR. & FM 731 - INTERSECTION & SIDEWALK IMPROVEMENTS	1,036,509	-
<b>Totals</b>		<b>\$ 15,167,951</b>	<b>\$ 12,184,496</b>

## ADDITIONAL PROJECTS

Project #	Project Desc.	FY24 Budget	Reimbursement Resolution Requested Amount
FA2302	FIRE STATION 1	3,533,235	3,533,235
FA2301	POLICE EXPANSION - GAS PIPELINE RELOCATION*	-	1,200,000
TBD	ELUSON STREET ENGINEERING**	-	900,000
TR2201	SH174 TRAFFIC SIGNAL IMPROVEMENTS	1,500,000	1,500,000
ST2202	ALSBURY BLVD - HULEN ST TO CR 1020 PHASE II	1,000,000	1,000,000
ST2302	ALSBURY PHASE I WIDENING - CANDIAR TO HULEN (PHASE 1B)	3,500,000	3,500,000
<b>Totals</b>		<b>\$ 9,533,235</b>	<b>\$ 11,633,235</b>

## WATER PROJECTS

Project #	Project Desc.	FY24 Budget	Reimbursement Resolution Requested Amount
TBD	WATERLINE REHABILITATION	2,000,000	2,000,000
WA2301	IND. BLVD PUMP STATION EXPANSION & ALSBURY PUMP STATION DECOMMISSION	462,944	462,944
WA2302	12" WILLOW PARK CREEK WATERLINE LOOPING	810,968	810,968
TBD	HULEN GROUND STORAGE TANK REHAB	1,406,486	1,406,486
TBD	8" VILLAGE CREEK WATERLINE LOOPING (FIRE FLOW) & 8" CR 715 WATER LOOPING	935,594	935,594
DR2301	SERVICE CENTER DETENTION	1,250,000	1,250,000
TBD	16" HULEN STREET WATERLINE (COMBO WITH HOLE WIDENING)	464,889	464,889
WA2306	OFFSET WATER SUPPLY FROM FORT WORTH	651,211	651,211
<b>Totals</b>		<b>\$ 7,982,492</b>	<b>\$ 7,982,492</b>

## SEWER PROJECTS

Project #	Project Desc.	FY24 Budget	Reimbursement Resolution Requested Amount
TBD	SEWER LINE REHABILITATION	3,000,000	3,000,000
VW2301	TRUNK RELIEF LINE (TOWN CREEK BASIN PARALLEL BULDOZ INTERCEPTORS)	14,305,706	750,000
VW2302	GATEWAY STATION LIFT STATION REHABILITATION	832,984	832,984
VW2401	SEWER LINE PROTECTION - BOOGER CREEK IMPROVEMENTS	600,000	600,000
VW2301	SEWER LINER EASEMENTS ACQUISITION - MOCKINGBIRD TO CR913	350,000	350,000
<b>Totals</b>		<b>\$ 19,088,690</b>	<b>\$ 5,532,984</b>

## 4B PROJECTS

Project #	Project Desc.	FY24 Budget	Reimbursement Resolution Requested Amount
TBD	BAILY LAKE DREDGING	105,000	-
TBD	CEDAR RIDGE	294,000	-
TBD	MEADCREST	420,000	-
TBD	OAK VALLEY NOTRTH RESTROOM	157,500	-
PK2302	CHILDSUM HALL FIELD TURF (4) FIELDS	2,231,250	2,231,250
TBD	OAK VALLEY SOUTH PARKING TRAILHEAD	567,000	-
PK2301	PARK MONUMENT SIGN YEAR 2	68,250	68,250
PK2304	BRICK ENTRY WAY	534,101	534,101
TBD	BRICK INDOOR POOL SAND FILTER	170,888	-
TBD	BRICK RE PLASTER INDOOR POOL	330,750	-
TBD	DESERT AIR SYSTEM	1,653,750	-
PK2303	HVAC REPLACEMENT	3,031,875	-
TBD	GOLF - T AND WAY FINDING SIGNAGE	26,250	-
TBD	RANGE SIDE 9 IMPROVEMENTS	47,250	-
TBD	FLOATING INTAKE PIPE REPLACEMENT	17,588	-
TBD	SYSTEM WIDE MASTER PLAN	105,000	-
<b>Totals</b>		<b>\$ 9,760,451</b>	<b>\$ 2,833,601</b>

## 4A PROJECTS

Project #	Project Desc.	FY24 Budget	Reimbursement Resolution Requested Amount
TBD	NEW INDUSTRIAL PARK - HIDER RANCH	10,000,000	-
TBD	LAKEWOOD DR EXPANSION/CONSTRUCTION	10,000,000	-
TBD	RETENTION POND - HOOPER PARK	6,500,000	1,650,000
TBD	HOOPER BUSINESS PARK SEWER	3,000,000	-
<b>Totals</b>		<b>\$ 29,500,000</b>	<b>\$ 1,650,000</b>

**Grand Total** **\$ 91,032,819** **\$ 41,816,808**

Note: \* After the approval of the CIP in September, staff was directed by Council to add this item. It will formally be added to the CIP when the next amendment occurs.

\*\* During a budget presentation, staff was directed by Council to add this item. It will formally be added to the CIP when the next amendment occurs.

## Timeframe for Expense/Contract Obligations

FY24 Quarter	Land/Row	FY24 Quarter	Design/Eng	FY24 Quarter	Construction	Total
1 & 2	250,000	3&4	100,000	3&4	650,000	750,000
		3&4	219,297	3&4	5,965,199	6,434,496
		4	50,000	3&4	150,000	200,000
2-4	2,000,000	1-3	400,000		2,400,000	2,800,000
						2,000,000
<b>Totals</b>	<b>\$ 2,250,000</b>	<b>\$ 769,297</b>	<b>\$ 9,165,199</b>	<b>\$ 12,184,496</b>		

FY24 Quarter	Land/Row	FY24 Quarter	Design/Eng	FY24 Quarter	Construction	Total
		3	400,000	3	3,133,235	3,533,235
				1	1,200,000	1,200,000
				1-3	1,500,000	1,500,000
				3&4	1,000,000	1,000,000
		2-4	111,000	2-4	3,389,000	3,500,000
<b>Totals</b>	<b>\$ -</b>	<b>\$ 511,000</b>	<b>\$ 10,222,235</b>	<b>\$ 10,733,235</b>		

FY24 Quarter	Land/Row	FY24 Quarter	Design/Eng	FY24 Quarter	Construction	Total
2-3	462,944	3&4	300,000	4	1,700,000	2,000,000
		3-4	26,975	3-4	783,993	810,968
		2-4	221,648	4	1,184,838	1,406,486
3&4	36,873	2-4	182,938	4	716,183	935,594
2-4	464,889	2-4	2	2-4	1,249,998	1,250,000
		2	651,211			651,211
<b>Totals</b>	<b>\$ 964,706</b>	<b>\$ 1,382,774</b>	<b>\$ 5,635,012</b>	<b>\$ 7,982,492</b>		

FY24 Quarter	Land/Row	FY24 Quarter	Design/Eng	FY24 Quarter	Construction	Total
3&4	750,000	3&4	450,000	4	2,550,000	3,000,000
		2-4	32,471	2-4	800,513	832,984
		2-4	100,000	4	500,000	600,000
2-3	325,000	2-3	25,000			350,000
<b>Totals</b>	<b>\$ 1,075,000</b>	<b>\$ 607,471</b>	<b>\$ 3,850,513</b>	<b>\$ 5,532,984</b>		

FY24 Quarter	Land/Row	FY24 Quarter	Design/Eng	FY24 Quarter	Construction	Total
						-
						-
						-
				3	2,231,250	2,231,250
				2	68,250	68,250
		2	18,693	4	515,408	534,101
						-
						-
						-
						-
						-
						-
<b>Totals</b>	<b>\$ -</b>	<b>\$ 18,693</b>	<b>\$ 2,814,908</b>	<b>\$ 2,833,601</b>		

FY24 Quarter	Land/Row	FY24 Quarter	Design/Eng	FY24 Quarter	Construction	Total
						-
				4	6,500,000	6,500,000
<b>Totals</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 6,500,000</b>	<b>\$ 6,500,000</b>		



# Reimbursement Resolution

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*PRESENTED TO THE CITY COUNCIL ON NOVEMBER 13, 2023*

# Reimbursement Resolution

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- Provides project funding prior to issuing the bonds
- City anticipates issuing bonds during August 2024
- The resolution is not an authorization to issue bonds

# Use of the Resolution

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- Council approved the FY23/24 Budget and five-year capital improvement plan on September 11, 2023
- Council approved a revised FY23/24 Parks and Recreation Capital Plan on September 18, 2023
- Council approved a reimbursement resolution for \$1,800,000 for internal Engineering, Development and Planning expenses on October 2, 2023. The requested reimbursement resolution supersedes the October 2, 2023 resolution. The requested reimbursement resolution amount of \$41,820,000 will provide the additional authority required for the FY23/24 projects including streets, parks, water, sewer, and detention pond construction and improvements
- The capital cost will be reimbursed for project expenses incurred or obligated through August 31, 2024



## 4

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# Additional Projects

ADDITIONAL PROJECTS		FY24	Reimbursement Resolution	FY24		FY24		FY24		
Project #	Project Desc.	Budget	Requested Amount	Quarter	Land/Row	Quarter	Design/Eng	Quarter	Construction	Total
FA2302	FIRE STATION 1	3,533,235	3,533,235			3	400,000	3	3,133,235	3,533,235
FA2301	POLICE EXPANSION - GAS PIPELINE RELOCATION*		1,200,000			1		1	1,200,000	1,200,000
TBD	OLD TOWN PARKING AND EILISON STREET ENGINEERING**		900,000			1-2	450,000	2-3	450,000	900,000
TR2201	SH174 TRAFFIC SIGNAL IMPROVEMENTS	1,500,000	1,500,000					1-3	1,500,000	1,500,000
ST2202	ALSBURY BLVD - HULEN ST TO CR 1020 PHASE II	1,000,000	1,000,000					3&4	1,000,000	1,000,000
ST2302	ALSBURY PHASE I WIDENING - CANDLAR TO HULEN (PHASE 1B)	3,500,000	3,500,000			2-4	111,000	2-4	3,389,000	3,500,000
<b>Totals</b>		<b>\$ 9,533,235</b>	<b>\$ 11,633,235</b>		<b>\$ -</b>		<b>\$ 961,000</b>		<b>\$ 10,672,235</b>	<b>\$ 11,633,235</b>

Note: \* After the approval of the CIP in September, staff was directed by Council to add this item. It will formally be added to the CIP when the next amendment occurs.

\*\* During a budget presentation, staff was directed by Council to add this item. It will formally be added to the CIP when the next amendment occurs.

# Water Projects

WATER PROJECTS		FY24	Reimbursement Resolution	FY24	FY24	FY24	FY24	FY24	FY24	
Project #	Project Desc.	Budget	Requested Amount	Quarter	Land/Row	Quarter	Design/Eng	Quarter	Construction	Total
TBD	WATERLINE REHABILITATION	2,000,000	2,000,000			3&4	300,000	4	1,700,000	2,000,000
WA2301	IND. BLVD PUMP STATION EXPANSION & ALSBURY PUMP STATION DECOMMISSION	462,944	462,944	2-3	462,944					462,944
WA2302	12" WILLOW PARK CREEK WATERLINE LOOPING	810,968	810,968			3-4	26,975	3-4	783,993	810,968
WA2401	HULEN GROUND STORAGE TANK REHAB	1,406,486	1,406,486			2-4	221,648	4	1,184,838	1,406,486
WA2402	8" VILLAGE CREEK WATERLINE LOOPING (FIRE FLOW) & 8" CR 715 WATER LOOPING	935,994	935,994	3&4	36,873	2-4	182,938	4	716,183	935,994
DR2301	SERVICE CENTER DETENTION	1,250,000	1,250,000			2-4	2	2-4	1,249,998	1,250,000
ST2306	16" HULEN STREET WATERLINE (COMBO WITH HOLE WIDENING)	464,889	464,889	2-4	464,889					464,889
WA2306	OFFSET WATER SUPPLY FROM FORT WORTH	651,211	651,211			2	651,211			651,211
Totals		\$ 7,982,492	\$ 7,982,492		\$ 964,706		\$ 1,382,774		\$ 5,635,012	\$ 7,982,492

# Sewer Projects

## SEWER PROJECTS

Project #	Project Desc.	FY24 Budget	Reimbursement Resolution Requested Amount
TBD	SEWER LINE REHABILITATION	3,000,000	3,000,000
WW2301	TRUNK RELIEF LINE (TOWN CREEK BASIN PARALLEL BULDOUT INTERCEPTORS)	14,305,706	750,000
WW2302	GATEWAY STATION LIST STATION REHABILITATION	832,984	832,984
WW2401	SEWER LINE PROTECTION - BOOGER CREEK IMPROVEMENTS	600,000	600,000
WW2402	SEWER LINER EASEMENTS ACQUISITION - MOCKINGBIRD TO CR913	350,000	350,000
<b>Totals</b>		<b>\$ 19,088,690</b>	<b>\$ 5,532,984</b>

FY24 Quarter	Land/Row	FY24 Quarter	Design/Eng	FY24 Quarter	Construction	Total
		3&4	450,000	4	2,550,000	3,000,000
3&4	750,000					750,000
		2-4	32,471	2-4	800,513	832,984
		2-4	100,000	4	500,000	600,000
2-3	325,000	2-3	25,000			350,000
	<b>\$ 1,075,000</b>		<b>\$ 607,471</b>		<b>\$ 3,850,513</b>	<b>\$ 5,532,984</b>

# 4B Projects

## 4B PROJECTS

Project #	Project Desc.	FY24 Budget	Reimbursement Resolution Requested Amount
TBD	BAILY LAKE DREDGING	105,000	-
TBD	CEDAR RIDGE	294,000	-
TBD	MEADCREST	420,000	-
TBD	OAK VALLEY NOTRTH RESTROOM	157,500	-
PK2302	CHILSOLM HALL FIELD TURF (4) FIELDS	2,231,250	2,231,250
TBD	OAK VALLEY SOUTH PARKING TRAILHEAD	567,000	-
PK2301	PARK MONUMENT SIGN YEAR 2	68,250	68,250
PK2304	BRICK ENTRY WAY	534,101	534,101
TBD	BRICK INDOOR POOL SAND FILTER	170,888	-
TBD	BRICK RE PLASTER INDOOR POOL	330,750	-
TBD	DESERT AIR SYSTEM	1,653,750	-
PK2303	HVAC REPLACEMENT	3,031,875	-
TBD	GOLF - T AND WAY FINDING SIGNAGE	26,250	-
TBD	RANGE SIDE 9 IMPROVEMENTS	47,250	-
TBD	FLOATING INTAKE PIPE REPLACEMENT	17,588	-
TBD	SYSTEM WIDE MASTER PLAN	105,000	-
Totals		\$ 9,760,451	\$ 2,833,601

FY24 Quarter	Land/Row	FY24 Quarter	Design/Eng	FY24 Quarter	Construction	Total
						-
						-
						-
				3	2,231,250	2,231,250
						-
				2	68,250	68,250
		2	18,693	4	515,408	534,101
						-
						-
						-
						-
						-
						-
						-
						-
	\$ -		\$ 18,693		\$ 2,814,908	\$ 2,833,601

# 4A Projects

## 4A PROJECTS

Project #	Project Desc.	FY24 Budget	Reimbursement Resolution Requested Amount
TBD	NEW INDUSTRIAL PARK - HIDER RANCH	10,000,000	-
TBD	LAKEWOOD DR EXPANSION/CONSTRUCTION	10,000,000	
TBD	RETENTION POND - HOOPER PARK	6,500,000	1,650,000
TBD	HOOPER BUSINESS PARK SEWER	3,000,000	
<b>Totals</b>		<b>\$ 29,500,000</b>	<b>\$ 1,650,000</b>

FY24 Quarter	Land/Row	FY24 Quarter	Design/Eng	FY24 Quarter	Construction	Total
						-
						-
				4	6,500,000	6,500,000
						-
\$	-	\$	-	\$	6,500,000	\$ 6,500,000



# Total Projects

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Type	FY24 Budget	Reimbursement Resolution Requested Amount
GO BOND PROJECTS	15,167,951	12,184,496
ADDITIONAL PROJECTS	9,533,235	11,633,235
WATER PROJECTS	7,982,492	7,982,492
SEWER PROJECTS	19,088,690	5,532,984
4B PROJECTS	9,760,451	2,833,601
4A PROJECTS	29,500,000	1,650,000
<b>GRAND TOTAL</b>	<b>\$ 91,032,819</b>	<b>\$ 41,816,808</b>

# Options

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- Approve the resolution
- Approve the resolution with changes
- Deny the resolution

# QUESTIONS/COMMENTS

## RESOLUTION

A RESOLUTION DECLARING INTENTION TO REIMBURSE AN AMOUNT NOT TO EXCEED \$41,820,000 FOR CERTAIN CAPITAL EXPENDITURES WITH PROCEEDS FROM DEBT; AND PLACING TIME RESTRICTIONS ON THE ISSUANCE OF TAX-EXEMPT OBLIGATIONS.

**WHEREAS**, the City of Burleson, Texas (the “City”) is a home-rule municipality and political subdivision of the State of Texas; and

**WHEREAS**, the City previously adopted a reimbursement resolution on October 2, 2023 for expenditures in an amount not to exceed \$1,800,000 (the “Prior Reimbursement Resolution”); and

**WHEREAS**, the City expects to pay expenditures in connection with the design, planning, acquisition and construction of the projects described on **Exhibit A** hereto (collectively, the “Project”) prior to the issuance of tax-exempt obligations by the City in connection with the financing of the Project from available funds; and

**WHEREAS**, the City finds, considers, and declares that the reimbursement of the City for the payment of such expenditures will be appropriate and consistent with the lawful objectives of the City and, as such, chooses to declare its intention, in accordance with the provisions of Section 1.150-2 of the Treasury Regulations, to reimburse itself for such payments at such time as it issues obligations to finance the Project; and, NOW

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

**Section 1.** This reimbursement resolution supersedes the Prior Reimbursement Resolution, and all projects and expenditures anticipated by the Prior Reimbursement Resolution are included herein.

**Section 2.** The City reasonably expects it will incur debt for the purpose of financing the Project, as one or more series of tax-exempt obligations, with the reimbursements to the City for the payment of costs of the Project an aggregate amount not to exceed \$41,820,000.

**Section 3.** All costs to be reimbursed pursuant hereto will be capital expenditures. No tax-exempt obligations will be issued by the City in furtherance of this Statement after a date which is later than eighteen (18) months after the later of (1) the date the expenditures are paid or (2) the date on which the property, with respect to which such expenditures were made, is placed in service.

**Section 4.** The foregoing notwithstanding, no tax-exempt obligation will be issued pursuant to this Statement more than three (3) years after the date any expenditure which is to be reimbursed is paid.

**PASSED AND APPROVED THIS 13<sup>TH</sup> DAY OF NOVEMBER 2023.**

\_\_\_\_\_  
Mayor  
City of Burleson, Texas

ATTEST:

\_\_\_\_\_  
City Secretary

(Seal)

APPROVED AS TO FORM & LEGALITY:

\_\_\_\_\_  
City Attorney

## **EXHIBIT A**

The projects to be financed that are the subject of this Statement are:

Designing, equipping, constructing, and improving the City's water and sewer system;

Designing, equipping, constructing, and improving City parks, including trails, sports and recreational facilities, parking, and related infrastructure;

Designing, equipping, constructing, and improving public safety facilities and equipment; and

Designing, equipping, constructing, and improving streets, drainage, and public mobility infrastructure improvements, including traffic lighting and signalization and median improvements; and

Acquisition of land and rights-of-way throughout the City for the above described projects.



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Choose an item.

**DEPARTMENT:** City Manager's Office

**FROM:** Justin Scharnhorst, Assistant to the City Manager

**MEETING:** November 13, 2023

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**SUBJECT:**

Consider approval of a resolution authorizing the Texas Coalition of Affordable Power to purchase electricity through a strategic hedging program on behalf of the city of Burleson beginning January 1, 2026. (*Staff Presenter: Justin Scharnhorst, Assistant to the City Manager*)

**SUMMARY:**

Texas Coalition of Affordable Power (TCAP) has procured energy for the city of Burleson since 2003. Since that time, the city has utilized fixed price contracts to secure our energy rates. This contracting method has been stable and afforded the city competitive rates. In 2020, TCAP began a Strategic Hedging Program (SHP).

**Background.**

Texas Coalition for Affordable Power has procured electricity for its members since the beginning of retail electric deregulation in Texas in 2002. In the recent past, it has become evident that the electric market and the mix of available sources and supplies have changed dramatically. While the current electric fixed price/fixed term contract has worked well, TCAP believes that a more optimum program—called Strategic Hedging Program (SHP)—is now offered to its members in addition to the fixed price/fixed term contracts.

**What is SHP?**

Instead of buying electricity through a fixed price longer term contract, SHP will procure one twelfth of the annual supply each month, two years forward year-to-year. This provides the lowest market pricing to reduce carrying charges and risk premiums that longer term contracts must charge. Pricing will never be out of the market. SHP features an ultra-competitive monthly RFP process of 20+ vetted creditworthy suppliers. At least 4 suppliers will be in each TCAP portfolio at all times. Prices will be known to members well prior to fiscal year budgeting needs. It avoids the “all-in” guess of a single fixed price multiyear deal. It also provides members with twice a year periodic off ramps if a member desires to revert to a traditional fixed price/fixed term contract.

**What action needs to be taken and when?**

It is necessary for members to have their governmental bodies pass the enclosed resolution to approve the Commercial Electricity Service Agreement. The resolution authorizes TCAP to function as a procurer of energy in addition to serving as an agent in negotiating contracts.

In May of 2022, council authorized a fixed price contract that began in December, and will expire at the end of the 2025 calendar year. If council approves this action, we will be moved into this program in 2026. Currently, TCAP serves 160 public agencies, 153 have converted to SHP and 6 are in the process, similar to Burleson.

**OPTIONS:**

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

**RECOMMENDATION:**

Staff recommends approving the resolution authorizing the SHP.

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

Council approved a fixed price contract in May 2022.

**FISCAL IMPACT:**

Average price for the first two years of the SHP program is \$0.5513 cents per kWh. Our current rate is \$0.719 centers per kWh.

**STAFF CONTACT:**

Name: Justin Scharnhorst  
Title: Assistant to the City Manager  
[jscharnhorst@burlesontx.com](mailto:jscharnhorst@burlesontx.com)  
817-426-9646



# Texas Coalition of Affordable Power

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November 13, 2023

# Background

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- Texas Coalition of Affordable Power (TCAP) was formed because of LGC: Title 9, Subtitle C, Chapter 304
  - This chapter defines a political subdivision and its ability to purchase electricity by ordinance or resolution in the manner that is best fit for the agency
- By resolution, the city has selected Texas Coalition of Affordable Power (TCAP) to negotiate its energy contract since 2002.
- Chapter 252.022 (a)(15) of the local government code exempt electricity from competitive bidding procedures
- This contract supports 122 of the 147 meters in the City. The remainder city meters are operated by United Cooperative Services (UCS)
  - TCAP Average 77% of the City's annual consumption

# Five-Year History

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Year	kWh Rate	Energy Charges	TDSP	Total Cost
2022	7.19	\$306,472.32	\$ 550,997.10	\$ 857,469.42
2021	3.684	\$291,014.66	\$ 524,694.07	\$ 815,708.73
2020	3.684	\$294,054.58	\$ 493,854.27	\$ 787,908.85
2019	3.684	\$274,584.51	\$ 480,667.40	\$ 755,251.91
2018	3.684	\$282,539.86	\$ 472,864.16	\$ 755,404.02
2017	7.4*	\$579,488.27	\$ 472,816.00	\$ 1,052,304.27

- Average 58% of current and future rates are contributed to Transmission/Distribution Service Provider (TDSP) (Oncor)
- Rates prior to 2018 were 7.4 kWh
- There are other fees and taxes that make up the grand total not shown in this slide.

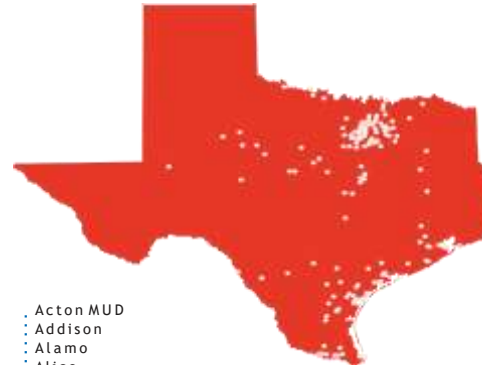
\* previous contract rates

# Peer Cities



## Texas Coalition for Affordable Power

160 Members Across Texas



- Acton MUD
- Addison
- Alamo
- Alice
- Allen
- Anna
- Aquilla Water Supply
- Aransas County MUD
- Argyle
- Aubrey
- Austwell
- Bangs
- Bay City
- Beeville
- Bellmead
- Belton
- Benbrook
- Benbrook Library District
- Benbrook Water Authority
- Bishop
- Brownwood
- Burk Burnett
- Burleson
- Calhoun Port Authority
- Carrizo Springs
- Cedar Hill
- Celina
- Chandler
- Clute
- Colleyville
- Commerce
- Corinth
- Corpus Christi
- Corpus Christi Housing Authority
- Corpus Christi Regional Transit Authority
- Dalworthington Gardens
- Decatur
- Denison
- DeSoto
- Dickinson

- Dilley
- Dublin
- Duncanville
- Eagle Pass
- Eastland
- Edgecliff Village
- Edna
- Euless
- Everman
- Falfurrias
- Farmersville
- Fate
- Flower Mound
- Forest Hill
- Forney
- Frisco
- Fulton
- George West
- Godley
- Grand Prairie
- Grapevine
- Haltom City
- Hamilton
- Harker Heights
- Harlingen
- Harlingen Housing Authority
- Henrietta
- Hidalgo County
- Highland Park
- Howe
- Hurst
- Ingleside
- Ingleside on the Bay
- Iowa Colony
- Iowa Park
- Jackson County Emergency Services District #3

- Johnson County SUD
- Kaufman
- Keller
- Kemah
- Kenedy
- Kennedale
- Kingsville
- Lacy Lakeview
- La Feria
- La Marque
- Laguna Vista
- Lake Jackson
- Lancaster
- Lewisville
- Lorena
- Lovelady
- Lyford
- Manvel
- McAllen
- McAllen Housing Authority
- Mercedes
- Merkel
- Midlothian
- Mission
- Mission Housing Authority
- Montgomery County ESD #8
- Murphy
- North Richland Hills
- Oak Point
- Odem
- Odessa
- Orange Grove
- Ovilla
- Palestine
- Palmer
- Palm Valley
- Pantego
- Parker
- Paris
- Pleasanton
- Point Comfort
- Port Aransas
- Port Lavaca
- Portland
- Premont
- Prosper
- Refugio
- Richland Hills
- Roanoke
- Robinson
- Rockport

- Rockwall
- Rotan
- Rowlett
- Royse City
- Sachse
- Saginaw
- San Angelo
- San Juan
- San Patricio CAD
- Seadrift
- Sherman
- Sinton
- Snyder
- South Padre Island
- South Texas Water Authority
- Spring Valley Village
- Springtown
- Sugar Land
- Sunnyvale
- Sweetwater
- Taft
- Terrell
- The Colony
- Tomball
- Trophy Club
- Tuscola
- University Park
- Upper Leon River MWD
- Venus
- Vernon
- Victoria
- Walnut Creek SUD
- Watauga
- Webster
- White Settlement
- Wichita Falls
- Wilmer
- Willow Park
- Woodsboro
- Woodway
- Wylie



texascoalitionforaffordablepower.org

[info@tcaptx.com](mailto:info@tcaptx.com)



# Why TCAP?

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- Strength of numbers:
  - They have the ability negotiate better electricity contracts than would be available to any agency alone by leveraging economies of scale
  - Staff and consultants have over 200 years of combined experience in the energy industry, successfully negotiating favorable electric contracts for members since the market was deregulated
  - Energy Audits - GEXA Energy Solutions, a partner with TCAP will conduct an energy audit of facilities and provide feedback on possible energy conservation measures at no cost
  - Since 2010 TCAP has returned over \$73,000 of surplus funds back to the City.
  - TCAP is a non-profit created by and for Texas municipalities that has 160 partners that is able to go directly to the wholesale market

# Energy Options

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- Since TCAP's beginnings, the only option for contracting has been multi-year fixed contracts until the Strategic Hedging Program (SHP) was developed in 2020.
- Benefits of fixed price contracts:
  - Sustainable
  - Future price certainty for budgetary purposes

## Drawbacks on fixed price contract:

- The longer into the future a buyer makes a decision to fix their energy price, the decision has more risk because of the volatile market.

# Contract Evaluation

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- TCAP offers two different methods of procuring energy contracts:
  - Fixed price
  - Strategic Hedging Program (SHP)
    - Since the market changes daily, through the SHP program, TCAP will procure one twelfth of the annual supply each month moving into future years
    - The city has the option to opt out of SHP and secure a fixed price contract in the event pricing becomes unfavorable. Historically, the city has opted to use fixed price contracts.

# Energy Market

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## SHP Goals:

- Reduces risks in volatile markets
- TCAP releases monthly bids into the wholesale market to get the SHP pricing
- In the event there are rapidly rising prices, TCAP by contract would look to a fixed price contract and revert back to fixed cost. The SHP method has worked favorably based on historical data
- Of the 160 agency members, 153 are in the SHP program

# Timeline

- The following timeframes are for the city's energy contract with Gexa Energy.

## Current Contract

Expires December 31, 2025



## New Contract

January 1, 2026 –  
December 31, 2027



# Options

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- 1) Approve a resolution authorizing the City Manager to execute a professional services contract that would allow TCAP to enter into the market and negotiate a contract on the City's behalf through the strategic hedging program. **(Staff Recommendation)**
- 2) Enter into a fixed price contract through TCAP
- 3) Deny a resolution authorizing the City Manager to execute a professional services contract that would allow TCAP to enter into the market and negotiate a contract on the City's behalf.
- 4) Issue a competitive solicitation
  - The aggregate total would be solely the City's usage, not the collective aggregate of the members
  - No guarantee of a cheaper cost
- 5) Broker Services
  - Staff could engage a broker to canvas the market to negotiate an energy contract on the City's behalf
  - Brokers would search the retail electric provider (REP) marketplace in search of an cost plus energy contract



**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION OF THE CITY OF \_\_\_\_\_ TEXAS  
ADOPTING TCAP'S PROFESSIONAL SERVICES  
AGREEMENT AND GEXA ENERGY'S COMMERCIAL  
ELECTRIC SERVICE AGREEMENT FOR POWER TO BE  
PROVIDED ON AND AFTER JANUARY 1, 2026**

**WHEREAS**, the City of \_\_\_\_\_ is a member of Texas Coalition For Affordable Power, Inc. ("TCAP"), a non-profit, political subdivision corporation of the State of Texas; and

**WHEREAS**, TCAP has previously arranged for the City to purchase power through Gexa Energy with a contract set to expire December 31, 2025; and

**WHEREAS**, TCAP has designed a new procurement strategy that will involve TCAP initially committing to purchase power two years in advance of delivery on behalf of its members who desire participation in a Strategic Hedging Program ("SHP") that will involve a series of monthly competitive auctions; and

**WHEREAS**, TCAP has prepared a Professional Services Agreement ("PSA"), attached as Exhibit A, that, in addition to enumerating services and benefits to members of TCAP, provides TCAP with specific authority to procure power in the wholesale market on behalf of members who choose to participate in the SHP; and

**WHEREAS**, approval of the PSA is a necessary, but not sufficient, prerequisite to participation in the SHP; and

**WHEREAS**, the PSA is a relational contract that defines services provided by TCAP to members regardless of whether a member decides to commit to the SHP; and

**WHEREAS**, the industry-standard retail contract is a Commercial Electric Service Agreement ("CESA") offered by a Retail Electric Provider ("REP"); and

**WHEREAS**, TCAP has negotiated modifications to the current CESA between the City and Gexa Energy to reflect participation in the SHP; and

**WHEREAS**, the CESA that will facilitate participation in the SHP effective for power deliveries in and beyond 2026 (attached as Exhibit B) will need to be approved and signed prior to December 1, 2023; and

**WHEREAS**, the City desires to participate in the SHP.

**THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF \_\_\_\_\_, TEXAS:**

SECTION 1. That the City Manager is authorized to sign Exhibit A, TCAP's Professional Services Agreement, and Exhibit B, Gexa Energy's CESA, and send the agreements to TCAP, 15455 Dallas Parkway, Ste 600, Addison, TX 75001.

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
MAYOR

**ATTEST:**

\_\_\_\_\_  
City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

PROFESSIONAL SERVICES AGREEMENT BETWEEN

AND TEXAS COALITION FOR AFFORDABLE

POWER, INC.

This Professional Services Agreement (“AGREEMENT”) is made and entered by and between Texas Coalition for Affordable Power, Inc. (“TCAP”), a non-profit, political subdivision corporation, and \_\_\_\_\_ (“MEMBER”), a TCAP member.

**SECTION 1 DURATION:**

This AGREEMENT becomes effective as of signing by MEMBER and shall remain effective as long as MEMBER is being served by TCAP and MEMBER’s electric load included in a current TCAP procurement.

**SECTION 2 PURPOSE OF AGREEMENT:**

The purpose of this AGREEMENT is to define services and obligations of TCAP to MEMBER and obligations of MEMBER to TCAP and other members. In furtherance of this AGREEMENT, MEMBER will enter into a Commercial Electric Service Agreement (“CESA”) with a retail electric provider (“REP”) selected by TCAP pursuant to the terms set forth herein; provided that nothing in this AGREEMENT is intended to alter the price or other terms of MEMBER’s current CESA in effect through December 31, 2022.

**SECTION 3 OBLIGATIONS OF TCAP TO MEMBER:**

MEMBER authorizes TCAP to contract for the purchase of energy for MEMBER in the wholesale market from an energy manager selected by TCAP (“Energy Manager”) and to select an acceptable, cost-beneficial REP to serve MEMBER’s electric accounts. TCAP shall provide procurement services, which services shall consist of securing wholesale power for MEMBER through an alternative procurement strategy, such as TCAP’s Strategic Hedging Program (“SHP”), as may be authorized and defined by TCAP’s Board of Directors. MEMBER may elect to consider fixed-price, fixed-term offers for wholesale power supply, such election to be communicated to TCAP separately in writing by providing an Authorized Election Form to TCAP, the form of which has been attached to this AGREEMENT as Exhibit A. If MEMBER has provided to TCAP an Authorized Election Form, TCAP’s procurement services to MEMBER shall also consist of arranging fixed-price, fixed-term offers to MEMBER following solicitation of competitive offers. TCAP consultants and attorneys will negotiate terms and conditions of all contracts, monitor performance of Energy Managers and REPs, work to avoid and remedy problems that may be encountered by MEMBER where possible, assist MEMBER with wires company issues, and represent MEMBER in energy related matters before State agencies, the courts or legislature. TCAP will provide additional customer services to MEMBER that are defined in SECTION 5.

#### **SECTION 4 OBLIGATIONS AND RIGHTS OF MEMBER:**

MEMBER will honor the terms of its CESA and promptly pay or promptly dispute invoices from its REP. MEMBER will comply with the confidentiality and non-disclosure obligations contained in its CESA and Section 7 of this AGREEMENT. MEMBER will designate one or more individuals to receive notices and updates from TCAP and will promptly update contact information. MEMBER will pay aggregation fees to support the non-profit functions of TCAP assessed annually by the TCAP Board of Directors and recovered as part of the energy charges paid to REP. Also, MEMBER will pay or receive refunds equal to the Quarterly Adjustment and the Annual Adjustment mutually agreed upon by TCAP and the Energy Manager to address certain variable costs and charges, including costs imposed by ERCOT, such payment or receipt of funds subject to the reserve account as further described herein. TCAP members will fund, and TCAP will maintain and administer, a reserve account to facilitate the reconciliation of any Quarterly Adjustments or Annual Adjustments by collecting any excess amounts paid and/or paying any deficient amounts incurred (as possible). The reserve account balance will be maintained at a minimum level to cover anticipated future needs for up to two (2) years. The TCAP Board may vote to refund to members amounts in excess of future anticipated needs. Any monies remaining in the reserve account at the dissolution of TCAP will be refunded to current membership at the time of dissolution. TCAP is owned and controlled by its members and is governed by a Board of Directors consisting of employees or elected officials of members. Consistent with TCAP's Bylaws, each MEMBER has a right to nominate its representative to serve on the Board of Directors and has a right to vote in annual elections of Board members. MEMBER has a right to attend or monitor each Board meeting. TCAP has a financial audit performed each year and MEMBER has a right to a copy of the annual audit upon request.

#### **SECTION 5 TCAP SERVICES TO MEMBER:**

##### **A. Procurement of Energy Supplies and REP Services**

##### **1. TCAP Procurement Services and Capabilities**

TCAP will assist prospective members in reviewing market conditions and in estimating the most price opportune time to contract for energy supplies. TCAP will work with MEMBER to achieve a competitive price that balances supply security and risk tolerance while maintaining superior billing and customer services. As a political subdivision corporation, offering electricity procurement to political subdivisions, TCAP has the ability to procure wholesale energy supplies and REP services separately to secure the most effective combination of competitively priced energy supplies and superior billing and customer services. TCAP may utilize either wholesale or retail sources of power, or some combination of both. TCAP may utilize multiple suppliers with different generation resources. TCAP will solicit bids from multiple sources for energy supplies. TCAP aggregates the load of all members to maximize clout in negotiating contract terms. TCAP's objective in negotiations with suppliers is to continue obtaining favorable terms

regarding band widths for annual usage based on total load of all members (rather than based on MEMBER's individual load) and to minimize fees for adding or deleting accounts. TCAP will monitor the wholesale and retail markets for favorable hedging opportunities. TCAP will also monitor, evaluate and issue requests for proposals for power development opportunities beneficial to its MEMBERS, including renewable projects (each, a "Power Project").

## **2. MEMBER Procurement Options**

If MEMBER elects a fixed-price contract for a fixed period by submitting an Authorized Election Form, TCAP will function as MEMBER'S agent in the wholesale energy marketplace in soliciting, evaluating and negotiating each such fixed-price contract. Absent an election, MEMBER shall participate in other procurement strategy options offered by TCAP, such as TCAP's SHP, and TCAP will function as MEMBER's electric energy procurer. As such, TCAP will (i) oversee the Energy Manager, (ii) will direct the Energy Manager to solicit wholesale energy market quotes, (iii) will cause the Energy Manager to transact at the most favorable executable market quotes and (iv) will negotiate and develop the Energy Price in MEMBER'S CESA (the "CESA Energy Price"). The CESA Energy Price shall be developed and agreed upon by TCAP, the Energy Manager and the REP and shall include the wholesale energy market transactions as well as Energy Manager's estimate of any non-fixed charges, including zonal congestion charges, ancillaries service charges, and other charges in connection with MEMBER'S load. If MEMBER elects to purchase power from a Power Project solicited and chosen by TCAP via a competitive RFP process (or other similar process), TCAP will function as MEMBER'S electric energy procurer, and will direct the Energy Manager to include the value of the power procured from such projects in the development of MEMBER'S CESA price.

## **B. Customer and Billing Services Provided by TCAP**

### **1. REP Portal**

TCAP consultants oversee the development and presentation of the REP's portal for TCAP members; the REP will be responsible for operation of the portal. TCAP provides training and assistance regarding portal use.

### **2. REP Customer Service**

TCAP negotiates with the REP regarding service standards and annually reviews REP performance. TCAP maintains a right to replace a REP for unsatisfactory performance without affecting the price of wholesale power, so long as the replacement REP has a credit rating acceptable to the Energy Manager. TCAP continuously monitors customer billings and will alert both the REP and MEMBER, when appropriate, of any billing errors and the adjustments needed to ensure accurate and reliable billings to MEMBER. TCAP will advocate on behalf of MEMBER when needed to resolve billing or customer service issues.

TCAP will review customer billings and make MEMBER aware of inactive accounts that MEMBER may be able to disconnect to save monthly charges.

### **3. TCAP Assistance with Budgets and Required Filings and Assistance with TDSP Issues**

TCAP monitors Public Utility Commission (“PUC”) and ERCOT activity and will provide MEMBER a forecast of changes in non-bypassable charges that may impact MEMBER’s annual budget estimates. TCAP will prepare an annual electricity cost estimate for MEMBER. TCAP will assist MEMBER in preparation of energy related reports that may be necessary for MEMBER to file in response to legislative or agency mandates. TCAP will assist MEMBER in understanding non-bypassable charges included in REP invoices, and assist in resolving issues caused by errors of MEMBER’S Transmission and Distribution Service Provider (“TDSP” aka “wires company”).

### **4. Information Services**

TCAP maintains a member web site, [www.tcaptx.com](http://www.tcaptx.com). In addition to regular blog postings on energy news relevant to MEMBER, TCAP has prepared and posted major reports on the history of deregulation in Texas and a history of ERCOT. TCAP consultants continuously monitor the Nymex gas market, ERCOT energy market, and economic conditions that may affect MEMBER, as well as activities at the PUC and ERCOT. Important trends are noted in consultant reports to the Board of Directors and are attached to Board Minutes. TCAP’s Executive Director prepares and distributes a monthly newsletter and coordinates TCAP activities with various city coalitions and Texas Municipal League (“TML”). The Executive Director monthly newsletters will also include important or trending issues in the energy markets.

### **5. Demand Response, Distributed Generation and Cost Savings Strategy**

TCAP will work with relevant service providers to make available to MEMBER competitive demand reduction programs that facilitate MEMBER’s participation in TDSP and ERCOT cost reduction strategies approved by the PUC. Upon request, TCAP will monitor and evaluate demand reduction program performance metrics. TCAP will assist MEMBER in reviewing, analyzing and developing distributed generation programs that can reduce wires and energy costs and/or provide backup power to specific facilities. TCAP will assist MEMBER in meeting renewable energy goals established by MEMBER, including behind-the-meter solar projects and local wind projects.

### **6. Regulatory and Legislative Representation**

TCAP will provide representation and advocacy services on energy issues relevant to MEMBER in regulatory and legislative areas including, but not limited to, ERCOT stakeholder meetings, PUC projects and dockets, and legislative actions.



## **7. Strategic Hedging**

To the extent that there is sufficient interest and commitment of load of TCAP members within an ERCOT zone, and to the extent MEMBER has not elected a fixed-price contract for a fixed period, MEMBER will perpetually (subject to potential charter or ordinance constraints on length of contracts) commit to two-year participation obligations. MEMBER may terminate participation in the SHP, without energy price penalties and with minimal other termination fees, by providing sufficient notice as set forth herein (Section 6). A SHP price will be determined at least 9 months prior to the effective date of the price by averaging the winning bids from periodic competitive auctions that occur throughout the 24 months preceding the effective date. TCAP will direct Energy Manager to conduct the periodic competitive auctions. TCAP will have the right to audit the auction results. The auction process will be designed to identify competitively priced energy supplies from a variety of creditworthy suppliers, resulting in prices that are rarely, if ever, significantly above prevailing market prices and that should generally be less than pricing for long-term fixed priced contracts (when evaluated from a common contract start date and term). Designed to take advantage of the characteristics of the nation's well supplied energy markets, the SHP will also be flexible enough to respond to market changes when and if they occur in the future. Participation in the SHP may be viewed as a series of 24 -month forward year-to-year contracts for as long as desired by MEMBER. If MEMBER participates in the SHP, MEMBER agrees that TCAP is authorized to direct Energy Manager to procure electric energy in the wholesale market on MEMBER's behalf and that TCAP is authorized to commit MEMBER's load to periodic competitive auctions.

### **SECTION 6 MEMBER RIGHT OF TERMINATION:**

#### **A. Fixed-Term, Fixed-Price Contract**

MEMBER may terminate a CESA prior to the end-of-term specified in a contract subject to payment of "Liquidated Damages" prescribed in MEMBER's CESA. If MEMBER commits to a fixed multi-year term, fixed-price contract and wants to terminate the agreement prior to the end of the fixed multi-year term, liquidated damages will be based on the differential in the price of electric energy futures contracts used to support the fixed-price agreement and the price of comparable electric energy contracts at time of termination and shall also include damages prescribed herein and in the CESA, as applicable. If electric energy prices are lower at the point of termination than they were at time of contracting, MEMBER should expect to pay energy price damages upon early termination. In any event, any termination payment will be calculated and assessed in accordance with MEMBER's CESA.

#### **B. Strategic Hedging Program**

Since the SHP is based on a series of one-year term contracts, MEMBER is entitled to exit the program so long as notice of termination can be given prior to inclusion of MEMBER's load in the competitive auction process for a future year's price. TCAP will periodically notify MEMBER of expected procurement schedules and provide no less than 90 days

prior notice of any upcoming solicitation, and MEMBER may notify TCAP that it wants to exclude its load from the competitive auction process by giving notice at least 60 days prior to the next procurement date. Termination of involvement in SHP without appropriate notice will require calculation of damages as prescribed by CESA under Edison Electric Institute (“EEI”) principles with the intent of making the REP and Energy Manager whole for the termination. Liquidated damages will be based on the differential in the price of electric energy futures contracts used to support the SHP price and the price of comparable electric energy contracts at time of termination and shall also include damages prescribed herein and in the CESA, as applicable. If electric energy prices are lower at the point of termination than they were at time of contracting, MEMBER should expect to pay energy price damages upon early termination. In any event, any termination payment will be calculated and assessed in accordance with MEMBER’s CESA.

### **C. Participation in Power Projects**

If MEMBER has chosen to purchase power from a Power Project through TCAP, in accordance with a signed Project Addendum attached to MEMBER’S CESA, MEMBER’s termination rights with respect to its commitment to purchase power from the Power Project shall be contained in the Project Addendum.

### **SECTION 7 CONFIDENTIALITY:**

MEMBER is a governmental body subject to public information laws, including Chapter 552 of the Texas Government Code. If MEMBER receives a valid request under applicable public information laws for information related to this AGREEMENT or its CESA, it shall provide TCAP notice of the request including a description the information sought prior to MEMBER’s release of information so that TCAP has the opportunity to determine whether such information is subject to an exception as trade secret, competitive, commercial, or financial information. With the exception of the preceding disclosures pursuant to public information laws, a Party (that party, the “Receiving Party”) shall keep confidential and not disclose to third parties any information related this AGREEMENT, except for disclosures to Authorized Parties or as otherwise required by law; and provided that MEMBER authorizes TCAP to provide Energy Manager and REP with any relevant information concerning MEMBER’s account, usage and billings. The provisions of this Section 7 apply regardless of fault and survive termination, cancellation, suspension, completion or expiration of this AGREEMENT for a period of two (2) years. “Authorized Parties” means those respective officers, directors, employees, agents, representatives and professional consultants of MEMBER and TCAP and each of their respective affiliates that have a need to know the confidential information for the purpose of evaluating, performing or administering this AGREEMENT.

### **SECTION 8 PARAGRAPH HEADINGS:**

The paragraph headings contained in this AGREEMENT are for convenience only and shall is no way enlarge or limit the scope or meaning of the various and several paragraphs.

**SECTION 9 COUNTERPARTS:**

This AGREEMENT may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

**SECTION 10 DEFINITIONS:**

**“Annual Adjustment”** shall mean either a credit to MEMBER for the over-collection of funds, or a charge to MEMBER for under-collection of funds, related to Power Project settlements, if applicable. For those MEMBERS that participate in SHP, the Annual Adjustment shall also include (i) adjustments related to the loss factor for each specific ERCOT zone and (ii) adjustments related to load reconciliation as determined by TCAP, the Energy Manager and the REP.

**“Energy Manager”** means the wholesale market participant selected by TCAP to conduct SHP procurements at TCAP’s direction, in accordance with Section 5A and Section 7 of this Agreement. The Energy Manager may sell all or a portion of the required wholesale energy to TCAP or TCAP’s REP.

**“Power Project”** means a power generation project identified by TCAP to supply electric energy to one or more TCAP Members.

**“Project Addendum”** means the Addendum for a Power Project, if any, signed and attached as an Exhibit to MEMBER’S CESA.

**“QSE Services Fee”** means the QSE Services Fee in affect during the Delivery Term, as agreed between TCAP and Energy Manager.

**“Quarterly Adjustment”** shall mean either a credit to MEMBER for the over-collection of funds, or a charge to MEMBER for under-collection of funds, related to (i) ERCOT zonal congestion charges and (ii) ancillary services charges and other charges imposed by governmental agencies or ERCOT upon wholesale suppliers or REPs under statutes, regulations or courts for services within ERCOT zones. Said charges or refunds will be proportional to MEMBER’s relative contribution to TCAP load within specific ERCOT zones.

**“Retail Electric Provider” or “REP”** means the Retail Electric Provider that is party to (i) the REP Services Agreement with TCAP and (ii) the CESA between itself and MEMBER for the provision of retail electric service.

**“Strategic Hedging Program” or “SHP”** means an energy procurement strategy approved by TCAP’s Board of Directors, overseen by TCAP’s designated consultants, and administered by TCAP’s appointed Energy Manager, whereby wholesale energy is solicited and procured at agreed upon intervals, as directed by TCAP.

**EXECUTED** on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**MEMBER:**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**TCAP:**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

# COMMERCIAL ELECTRICITY SERVICE AGREEMENT

(SHP)

This Commercial Electricity Service Agreement, including all of the Attachments, Schedules, and Exhibits, which are attached and incorporated (collectively, the **"Agreement"**), is entered into between Gexa Energy, LP (**"Gexa"**), a Texas limited partnership, and [REDACTED] (**"Customer"**). Gexa and Customer may be referred to individually as a **"Party"** or collectively as the **"Parties"**.

## SECTION 1: RETAIL ELECTRIC SALES AND SERVICES

**1.1 Appointment and Scope.** Customer appoints Gexa as its Retail Electric Provider (**"REP"**) for the ESI ID(s) served under this Agreement. Customer authorizes Gexa to: (i) act as Customer's REP for all purposes; and (ii) provide the services required of a REP including, without limitation, the procurement, scheduling and delivery of electricity throughout the Term to each of the ESI ID(s) in accordance with the terms set forth in this Agreement, including the Terms and Conditions of Service set forth in Attachment A. Customer's appointment imposes no other duties on Gexa other than those specified in this Agreement and the REP Services Agreement.

**1.2 Agreement to Purchase.** Customer shall purchase its electricity requirements from Gexa throughout the Term for each of the ESI ID(s) except as otherwise provided. The electricity and services Customer receives from Gexa is for Customer's exclusive proprietary use. Customer alone shall pay for electricity and services provided and for electricity and services Customer fails to take pursuant to its contractual obligations. If Gexa fails to deliver sufficient quantities of electricity to the TDSP for delivery to Customer or fails to schedule the delivery of sufficient quantities of electricity (collectively, a **"Scheduling Failure"**) the TDSP is obligated by law and by its tariff to deliver sufficient electricity to satisfy Customer's needs. If a Scheduling Failure occurs, Gexa shall financially settle, at no additional cost or expense to Customer, with its Qualified Scheduling Entity (as defined by ERCOT) for the purchase of electricity necessary to cover the Scheduling Failure.

**1.3 Membership in TCAP.** Customer is a current member of the Texas Coalition for Affordable Power, Inc. (**"TCAP"**), and has entered into the Professional Services Agreement (the **"PSA"**) authorizing the purchase of wholesale energy on behalf of the Customer by TCAP and/or TCAP's Energy Manager. Such wholesale energy purchases will affect the calculation of the Energy Price throughout the Term of this Agreement as described in Section 2. If, at any time during the Term, Customer elects to participate in a Power Purchase Agreement with a project to be developed for TCAP's members, and executes the Project Addendum for such project, then the Project Addendum will be attached hereto as Schedule I. Notwithstanding Customer's TCAP membership status, Customer agrees to fulfill all of its obligations under this Agreement, the PSA and, if applicable, the Project Addendum throughout the Term of this Agreement.

### **1.4 Term.**

**(a) Effective Date and Termination Date.** Gexa shall provide retail electric service under this Agreement to each ESI ID beginning on the Effective Date and Terminating on the Termination Date, as further defined in this Section 1.4(a) (such period, the **"Term"**). The Effective Date will occur either (i) on the date occurring on or after the Expected Start Date stated in Attachment B on which each such ESI ID is enrolled with Gexa's service for any new customer, or (ii) if Customer is an existing customer then the Expected Start Date is the meter read date following the expiration of the Customer's prior Agreement with Gexa. Gexa shall continue to provide retail electric service to each ESI ID unless or until the Customer gives notice to TCAP and Gexa of its intent to terminate its membership with TCAP (**"Termination Notice"**). The Termination Date will occur on each respective ESI ID meter read date during the last month of the calendar year for which electricity has been purchased on Customer's behalf by either TCAP or the Energy Manager in accordance with the PSA prior to the Termination Notice, except that in no event will the Term exceed beyond December 31, 2037. For avoidance of doubt, the Termination Date for each respective ESI ID shall be the sooner to occur of (i) the meter read date occurring in the last month of the calendar year for which electricity has been purchased by either TCAP or the Energy Manager on behalf of the Customer prior to the Termination Notice or (ii) the meter read date occurring in December 2037. As a result of variations in the timing of the Effective Date described in this Section 1.4 the Term may include a partial calendar month in addition to the number of months set forth in Attachment B, if any.

**(b) Delayed Effective Date.** Gexa shall use commercially reasonable efforts to cause the Effective Date for each ESI ID to occur on the Expected Start Date. If the Effective Date for an ESI ID occurs more than 20 days after the Expected Start Date, Customer may provide Gexa with evidence of the amount of electricity purchased by Customer from its current REP in connection with that ESI ID during the period on and after the 21st day after the Expected Start Date until the Effective Date (the **"Delayed Effective Date Period"**), and the total amount paid by Customer to its current REP for the electricity it purchased during the Delayed Effective Date Period (the **"Delayed Effective Date Electricity Amount"**). Upon receipt of evidence from Customer Gexa shall calculate and provide Customer a credit against future purchases under this Agreement equal to the positive amount resulting from the following calculation: (a) the Delayed Effective Date Electricity Amount minus (b) the amount that Customer would have paid to Gexa pursuant to this Agreement during the Delayed Effective Date Period for the same amount of electricity purchased by Customer from its current REP during that period in connection with the affected ESI ID(s); provided, that Gexa shall not be required to

provide a credit with respect to any period during a Delayed Effective Date Period where the delay was caused by an event outside of Gexa's control.

**(c) Service After Term.** If, for any reason, service continues beyond the Term, it will be on a month-to-month basis, and the Agreement will continue in effect for the ESI ID(s) except that the Energy Price will be the greater of: (i) the Energy Price as set forth in Section 2.1 below, or (ii) the aggregate weighted average of the Market Rate (as defined herein) as determined for all of the ESI ID(s), for as long as service continues. If Customer has not switched from Gexa to another supplier at the expiration of the Term, Gexa shall serve Customer at the rate set forth in this Section for a minimum of 60 days. After those 60 days, Gexa may continue to serve Customer or terminate the Agreement and disconnect Customer.

**1.5 Modifications to ESI IDs.** Gexa shall work with Customer in good faith during the Term to reasonably accommodate and assist Customer with the management of its electricity needs. If at any time during the Term, Customer wants to i) add or delete one or more ESI IDs, ii) otherwise modify the ESI ID information as a result of a decision by Customer to open, close or sell a facility owned or leased by Customer, iii) expand an existing facility, or iv) increase an existing facility's metered load, then Customer shall provide written notice to Gexa of such change ("ESI ID Change Notice"). If such change to the ESI ID is expected to occur prior to the first month of any calendar year for which the Energy Price has been established as of the date of the ESI ID Change Notice, in accordance with Section 2.1 (a) of this Agreement, such notice shall include Customer's election of the "Special Load Threshold," as defined below, which will apply to such change in load. If, in Gexa's reasonable judgment, i) the addition is a separately metered load which does not exceed the applicable Special Load Threshold; or ii) does not result in a net increase in excess of the applicable Special Load Threshold for an existing facility, Gexa shall use commercially reasonable efforts to promptly implement such changes, including providing required notices to ERCOT. If the addition is a separately metered load which exceeds the applicable Special Load Threshold, or results in a net increase in excess of the applicable Special Load Threshold after consideration of any contemporaneous offsetting load decreases, Gexa shall provide service to that ESI ID and shall determine any incremental charge or credit to provide service to any changed ESI IDs. Gexa shall apply such charge or credit to the affected ESI IDs, after such charges have been reviewed by TCAP. "Special Load Threshold" shall mean additional peak demand that is reasonably expected during the first twelve months following commercial operations to exceed, at Customer's election, either (i) 0.25 MW at any time or an annual average load of 0.125 MW or (ii) 1.0 MW at any time or an annual average load of 0.5 MW. Gexa shall make periodic reports regarding changes to the billing status of any ESI ID(s) available to Customer and TCAP. Amendments that add or remove ESI ID(s) as a result of changes made pursuant to this section are incorporated into this Agreement, and are effective on the Effective Date for each ESI ID(s) added to this Agreement or the date that retail electric service for any removed ESI ID(s) ceases or is transferred to another REP.

## **SECTION 2: RETAIL ELECTRIC ENERGY SERVICE CHARGES**

### **2.1 Energy Price.**

(a) If Customer has elected to fix all or a portion of the Energy Price for a fixed term by providing an Authorized Election Form to TCAP in accordance with the PSA, the Energy Price shall equal the fixed price as determined by TCAP in accordance with the PSA, and the Authorized Election Form. Any portion of the Energy Price that is not fixed shall be noted in the Authorized Election Form, and shall be settled with Customer in accordance with Section 2.2 of this Agreement. If Customer has not made such an election, the Energy Price shall be determined in accordance with the PSA, as follows:

- (i) TCAP shall periodically solicit, or direct its designated Energy Manager to solicit, wholesale energy market quotes, and may direct the Energy Manager to transact at the lowest of the market quotes obtained for the purpose of serving customer's load, in accordance with the PSA (each such transacted quote, a "**Wholesale Transaction**").
- (ii) Once TCAP has directed its Energy Manager to enter into Wholesale Transactions sufficient to serve Customer's load for a given calendar year, Energy Manager and TCAP shall establish the Energy Price for that Calendar Year in accordance with those procedures outlined in the PSA, which Customer hereby acknowledges it has reviewed and accepted. TCAP shall set the Energy Price for a given Calendar Year no later than nine (9) months prior to the start of such Calendar Year. If Customer elects to participate in a project and executes the Project Addendum, the Energy Price shall include an estimate of the Project Settlement for each month of the Calendar Year in accordance with the Project Addendum.

(b) For the purposes of Section 3 the Energy Price shall be converted to dollars per kWh.

### **2.2 Energy Price Adjustments.**

(a) Energy Manager shall have the right to reconcile the revenues received from the Customer with Energy Manager's Supplier Cost on (i) a quarterly basis, by determining the Quarterly Adjustment in the manner



specified in the PSA and (ii) on an annual basis, by determining the Annual Adjustment in the manner specified in the PSA. The Quarterly Adjustment and Annual Adjustment may be either a charge or a credit, and shall be collected from or remitted to Customer, as appropriate, in the manner specified in the PSA.

- (b) TCAP and Energy Manager may mutually agree to fix certain component charges comprising Customer's Energy Price for a given Calendar Year, if TCAP determines that fixing these charges is likely to benefit Customer. Charges that are fixed by TCAP and Energy Manager for a given Calendar Year shall not be included in the calculation of either the Quarterly Adjustment or the Annual Adjustment for such Calendar Year, in accordance with the PSA.

**2.3 Additional Pass-Through Charges.** Gexa shall pass through and identify separately on Customer's bill with no mark-up Delivery Charges, Non-Recurring Charges, or Taxes that are not included in the Energy Price(s). All charges are exclusive of Taxes. Pass-Through charges may include charges related to amounts owed to Gexa and/or Wholesale Supplier in accordance with Section 1.3.

**2.4 Tax Exempt Status.** Customer shall provide Gexa with all required exemption certificates if Customer is exempt from paying any Taxes. Gexa shall not recognize an exemption without the exemption certificates and shall not be required to refund or credit previously paid Taxes unless the taxing entity sends the refund to Gexa. Gexa shall, however, assign to Customer any applicable claims for refund.

### SECTION 3: BILLING AND PAYMENT

**3.1 Billing and Payment.** Gexa shall invoice Customer's accounts on a monthly basis and shall bill Customer on a consolidated basis for all ESI IDs upon Customer's request. Gexa shall provide a summary bill for all accounts and detailed information for each account. Customer shall remit payment within 30 days of receiving the invoice. Gexa shall base the invoice amount on actual data provided by ERCOT and the TDSP. If ERCOT or the TDSP does not provide actual data in a timely manner, Gexa shall use estimated data to calculate the invoice and, upon receipt of actual data, reconcile the charges and adjust them as needed in subsequent invoices.

**3.2 Project Settlement Agent Services.** Gexa shall remit the total Project Settlement to the Project on a monthly basis, in accordance with the REP Services Agreement.

**3.3 Late Penalties, Interest on Overdue Payments, Invoice Disputes.** If Customer fails to remit all undisputed amounts on or before the due date, interest will accrue on any due and unpaid amounts from the due date at a rate of one percent per month, or the highest rate permitted by law, whichever is less. If Customer disputes a portion of an invoice it shall provide Gexa a written explanation specifying the amount in dispute and the reason for the dispute within 20 days of the invoice date. If Customer does not provide timely notice, Customer shall owe all amounts by the due date. Notwithstanding the above, if Customer notifies Gexa of a disputed invoice, regardless of whether Customer has already paid the invoice, Gexa shall make records in its possession that are reasonably necessary for Customer to determine the accuracy of the invoice available to Customer during normal business hours; provided, however that neither party may request an adjustment or correction of an invoice unless written notice of such dispute is given within twelve months after the due date of such invoice; provided further, that such twelve month limit does not apply in the case of TDSP meter tampering charges first billed to Gexa that prevent Gexa from reasonably adjusting invoices prior to the twelve month period. In all cases, Gexa and Customer shall use good faith efforts to resolve disputes. In the event the Parties are unable to resolve a dispute within ten days of the notice date, either Party may begin legal proceedings to seek resolution. Any amounts determined owed shall be paid within three days after a decision.

**3.4 Aggregator Fees.** Pursuant to the REP Services Agreement between Gexa and TCAP, Gexa is obligated to pay TCAP an amount determined by multiplying a TCAP Aggregation Fee by the volume consumed in association with the ESI IDs (the "Aggregator Fee"). Customer shall pay the Aggregator Fee. The initial TCAP Aggregation Fee is \$0.001 per kWh, however, it may be changed by the TCAP Board of Directors at any time. Gexa shall state the Aggregator Fee as a separate line item on the Customer's bill.

**3.5 Billing Guarantee.** Gexa shall issue an invoice based on actual or estimated usage to Customer for every ESI ID at least one time per month. If, for reasons other than Force Majeure, Gexa fails to invoice an ESI ID within 120 days of any scheduled meter read, Gexa irrevocably waives its right to invoice Customer for any energy consumed at that ESI ID for the meter read cycle that should have been invoiced, unless not less than 10 days prior to the expiration of such 120 day period, Gexa provides Customer with a written explanation of the circumstances that prevent Gexa from issuing that invoice and the expected time by which an invoice can be issued. In such event, Customer and Gexa shall determine a reasonable extension period, not to exceed 30 days, within which an invoice will be issued. Gexa shall adjust or true-up each invoice no more than twice and Gexa shall issue such adjustments within 210 days of the initial issue date. Notwithstanding the foregoing, Gexa may issue an invoice or partial invoice arising from meter tampering charges without limitation and within a reasonable time after first billed to Gexa by the TDSP.

### SECTION 4: CUSTOMER INFORMATION, CREDIT AND DEPOSITS

**4.1 Customer Information.** By entering into this Agreement and appointing Gexa as Customer's agent for electricity service, Customer authorizes Gexa to obtain certain information that Gexa may need to provide Customer's electric service, including Customer's address, telephone number, account numbers, historical usage information, and

historical payment information from Customer's TDSP, and Customer further authorizes its TDSP to release that information to Gexa.

**4.2 Deposits and Other Security.** A Party (the "**Requesting Party**") may require the other Party (the "**Providing Party**") to provide a deposit (or additional deposit if an initial deposit was also required), letter of credit, or other form of credit assurance reasonably acceptable to the Requesting Party (collectively, "**Performance Assurance**") during the Term of this Agreement if: (i) the Requesting Party determines in its reasonable discretion that there has been a material adverse change in the Providing Party's or its guarantor's (if applicable) credit status or financial condition (which, if applicable, will mean that its credit or bond rating has dropped lower than BBB- by Standard & Poor's Rating Group or Baa3 by Moody's Investor Services or ceases to be rated by either of these agencies); or (ii) Customer has been delinquent in paying the electric bill by more than seven days more than twice during the past twelve months. Any Performance Assurance, less any outstanding balance owed by Providing Party to the Requesting Party, will be returned to the Providing Party once the Providing Party's or its guarantor's (if applicable) credit or financial condition becomes satisfactory or, if applicable, to a credit or bond rating of BBB- or Baa3 or higher, whichever occurs earlier; or, if the Performance Assurance relates to delinquent payments, the Providing Party has paid all outstanding balances and has made all payments within the dates set forth in this Agreement for a period of six consecutive months.

## **SECTION 5: EARLY TERMINATION; DAMAGES**

**5.1 Cancellation by Customer for Insufficient Appropriations.** If, during Customer's annual appropriations determination, the applicable governmental authorities do not allocate sufficient funds to allow Customer to continue to perform its obligations under this Agreement (an "**Appropriations Failure**"), then Customer or Gexa shall have the right to terminate this Agreement in full or as to any affected ESI ID upon 30 days advance written notice effective at the end of the period for which appropriations are made; provided, that if appropriations are subsequently allocated for electricity for the ESI IDs covered by this Agreement, then the termination may be revoked at Gexa's option and those appropriations shall continue to apply to this Agreement and shall not be used for an electricity supply agreement with another REP. Upon a termination of this Agreement for Appropriations Failure, in full or as to any ESI ID(s), Customer shall pay all amounts due Gexa under this Agreement, including the Customer Early Termination Damages.

**5.2 Customer Early Termination Damages.** Except in connection with the closure of a facility associated with an ESI ID pursuant to Section 1.4, in connection with a Force Majeure Event, or as otherwise provided or excused in this Agreement, if Customer cancels this Agreement before the end of the Term and refuses to accept electric supply delivery from Gexa for any ESI ID(s), Gexa may charge Customer early termination damages equal to the sum of (a) the Retail Termination Payment, (b) the QSE Services Termination Payment, (c) the Quarterly and Annual Adjustment Payment, and (d) the Wholesale Transaction Termination Payment, as each of these terms are defined below (the sum total of these, the "**Customer Early Termination Damages**"). The "**Retail Termination Payment**" shall equal the product of (a) the Expected Usage for each ESI ID subject to Customer's cancellation or refusal of electric supply delivery ("**Customer Terminated Usage**") multiplied by (b) the sum of (i) the Aggregator Fee and (ii) the REP Services Fee specified in the REP Services Agreement. The "**QSE Services Termination Payment**" shall equal the product of (a) the Customer Terminated Usage grossed up for losses multiplied by (b) the QSE Services Fee, as defined in the PSA. The "**Quarterly and Annual Adjustment Payment**" shall be calculated by the Energy Manager in accordance with the PSA, and shall include any Quarterly and Annual Adjustment amounts for electricity provided to the Customer under this Agreement prior to the termination of this Agreement, which have not yet been charged or credited to Customer, as appropriate. For avoidance of doubt, the Quarterly and Annual Adjustment Payment may be either a charge or a credit to Customer, as calculated in accordance with the PSA. If the Customer Early Termination Damages are charged due to an Event of Default by Customer, then the Customer Early Termination Damages will also include Gexa's reasonable costs relating to the determination and collection of Customer Early Termination Damages, including attorney and consultant fees incurred. The provisions in Section 3 related to Billing and Payment apply to the billing, due date, and collection of Customer Early Termination Damages. Customer agrees that Customer Early Termination Damages are a reasonable estimate of the damages due Gexa for failure to accept electric supply, and are not punitive in nature.

**5.3 Termination for Wholesale Supply Failure.** If, during the Term, the Wholesale Transactions are terminated as a result of a default by the Energy Manager ("**Wholesale Supply Failure**"), then this Agreement will also terminate effective on the date the Wholesale Agreement terminates. In the event of a termination for Wholesale Supply Failure, Gexa shall pay Customer a Wholesale Termination Payment if required by Section 5.5.

**5.4 Gexa Early Termination Damages.** Except for a Wholesale Supply Failure, a Force Majeure Event, or as otherwise provided or excused in this Agreement, if Gexa cancels this Agreement and refuses to provide electric supply delivery to Customer for any or all ESI ID(s), Customer shall have the right to charge Gexa an early termination penalty equal to the amount determined as follows: the product of (i) the Expected Usage for each ESI ID subject to Gexa's cancellation or refusal of electric supply delivery ("**Gexa Terminated Usage**") multiplied by (ii) the REP Services Fee specified in the REP Services Agreement (that result the "**Gexa Early Termination Damages**"). If the Gexa Early Termination Damages are charged due to an Event of Default by Gexa, then the Gexa Early Termination Damages will also include Customer's reasonable costs relating to the determination and collection of Gexa Early Termination Damages, including attorney and consultant fees incurred. Gexa agrees the Gexa Early Termination Damages are a reasonable estimate of the damages due Customer for failure to deliver electric supply, and are not punitive in nature.

**5.5 Wholesale Transaction Termination Payment.** If the Wholesale Transactions are terminated then Gexa shall calculate the portion of the termination payment paid under each Wholesale Transaction attributable to Customer's load. The termination payment under each Wholesale Transaction shall be calculated by subtracting the Wholesale Supplier's actual cost for the portion of the Wholesale Transaction still outstanding for the remainder of the Term from the current market value of comparable electric energy futures contracts. Energy Manager, in its sole discretion, shall determine the current market value of a comparable electricity futures contract within three (3) business days of the termination of a Wholesale Transaction, and shall be either (i) the value of the Wholesale Transaction actually sold to a third-party market participant or (ii) a third-party market quote for a comparable electricity energy future contracts. Energy Manager shall sum Customer's prorata share of each termination payment for each Wholesale Transaction attributable to Customer's Load to determine a total Wholesale Transaction Termination Payment under this Agreement (the "**Wholesale Transaction Termination Payment**"). Customer or Gexa shall pay the Wholesale Transaction Termination Payment to the other, as appropriate, in the manner described below and without regard to who is a defaulting party. If the Wholesale Transaction Termination Payment is negative, Customer shall pay Gexa the Wholesale Transaction Termination Payment. If the Wholesale Transaction Termination Payment is positive, Gexa shall pay Customer the Wholesale Transaction Termination Payment. To the extent a termination payment due from Gexa to the Energy Manager is adjusted in Gexa's account to reflect the full benefit of TCAP transacting with a replacement REP, Gexa shall make corresponding adjustments to the Wholesale Transaction Termination Payment on a pro-rata basis. Gexa shall remit a Wholesale Transaction Termination Payment due Customer, within 30 days of Gexa receiving the payment from the Energy Manager. Customer shall remit a Wholesale Transaction Termination Payment due Gexa within 30 days of Gexa's invoice. Gexa shall use commercially reasonable efforts to collect Termination Payments from the Energy Manager that include amounts due Customer.

## **SECTION 6: NOTICES AND PAYMENT**

**6.1 General Notice.** Except as otherwise required by Applicable Law, all notices are deemed duly delivered if hand delivered or sent by United States, prepaid first class mail, facsimile, or by overnight delivery service. Notice by facsimile or hand delivery is effective on the day actually received, notice by overnight United States mail or courier is effective on the next business day after it is sent, and notice by U.S. Mail is effective on the second day after it is sent. The Parties shall send notices to the addresses below or any other address one Party provides to the other in writing:

a. **If to Customer (type customer address below):**

b. If to Gexa:  
Gexa Energy, LP  
20455 State Highway 249, Suite 200  
Houston, Texas 77070

**6.2 Payments.** The Parties shall send payments to the addresses below or any other address one Party provides to the other in writing:

a. **If to Customer (type customer address below):**

b. If to Gexa:  
Gexa Energy, LP  
20455 State Highway 249, Suite 200  
Houston, Texas 77070

## **SECTION 7: DEFINITIONS**

**7.1 Definitions.** In addition to terms defined elsewhere in this Agreement, when used with initial capitalization, whether singular or plural, capitalized terms have the meanings set forth in this Section 7.1. All other capitalized terms

not otherwise defined shall have the meanings given them in the following documents, with any conflicting definitions contained in those documents applied in the following order: PURA, the PUCT Substantive Rules, and the ERCOT Protocols.

1. **“Actual Usage”** means the actual amount of electric energy (in kWh) used at the ESI ID(s) as determined by the TDSP.
2. **“Delivery Charges”** means those charges or credits from the TDSP pursuant to its tariff, including, but not limited to: Transmission and Distribution Charges, System Benefit Fund Charge, Nuclear Decommissioning Charge, Competitive Transition Charge, Standard Customer Metering Charge, Customer Charge, Merger Savings and Rate Reduction Credit, Excess Mitigation Credit and Utility Imposed Reactive Power Charges.
3. **“EEI Master Agreement”** mean an EEI Master Agreement between Gexa and the Energy Manager governing the Wholesale Transactions entered into by the Energy Manager in accordance with Section 2.1 and transferred by the Energy Manager to Gexa.
4. **“Effective Date”** means the date of the first meter reading of an ESI ID provided to Gexa by the TDSP after the TDSP and ERCOT shall have timely performed any required enrollment and cancellation procedures necessary to switch Customer’s REP to such ESI ID to Gexa.
5. **“Electricity Related Charges”** means, unless noted otherwise: Ancillary Services Charge, Congestion, ERCOT Administrative Fee, Delivery Loss Charge, Transmission Loss Charge, Renewable Energy Credit Charge, Residential Energy Credit Charge, Unaccounted For Energy Charge, Qualified Scheduling Entity Charge, Imbalance Settlement Charge.
6. **“Energy Manager”** means the wholesale market participant designated by TCAP to perform the services described in the PSA.
7. **“Energy Price(s)”** means the rates per unit of measure specified in Section 2.1 and includes all Electricity Related Charges.
8. **“ERCOT”** means the Electric Reliability Council of Texas.
9. **“ERCOT Protocols”** means the document adopted, published, and amended from time to time by ERCOT, and initially approved by the PUCT, to govern electric transactions in the ERCOT Region, including any attachments or exhibits referenced in the document, that contains the scheduling, operating, planning, reliability, and settlement policies, rules, guidelines, procedures, standards, and criteria of ERCOT, or any successor document thereto.
10. **“ESI ID(s)”** means the Electric Service Identifiers for the property service addresses identified on Attachment B to this Agreement or if Customer is an existing Gexa customer then the list of service addresses currently served by Gexa, as such list may be modified from time to time as provided in Section 1.4.
11. **“Expected Usage”** means either the amount stated in Attachment B calculated for the remaining Term, or if no amounts are stated or Customer is an existing Gexa customer then the average actual monthly Customer energy usage from the comparable month from the previous year (or if an average cannot be computed due to limited service by Gexa or other circumstances, an average monthly usage as is reasonably determined by Gexa) times the number of months remaining in the Term as outlined in Section 1.4.
12. **“kWh”** means kilowatt hour.
13. **“LMP” or “Locational Marginal Price”** means the price calculated for the applicable trading hub pursuant to the ERCOT Protocols.
14. **“Market Rate”** means 135% of the load-weighted average of the hourly LMPs at the corresponding load zone, as determined for any delivery period.
15. **“Nodal Market”** means the implementation of wholesale market design by ERCOT with locational marginal pricing for resources.
16. **“Nodal Congestion”** means the positive difference in price between the real-time settlement point price as determined by ERCOT for the trading hub and the real-time settlement point price as determined by ERCOT for the load zone associated with the customer Facilities.
17. **“Non-Recurring Charges”** means any charges imposed by the TDSP or other third parties on a non-recurring basis for services, repairs or additional equipment needed for Customer’s electric service.
18. **“PUCT”** means Public Utility Commission of Texas.
19. **“Project Settlement Payment”** means the Project Settlement Payment as defined in the Project Addendum, attached as Schedule I to this Agreement.

20. **“QSE Services Fee”** means the fee owed from Customer to Gexa, and remitted from Gexa to Energy Manager, for QSE Services performed by Energy Manager for the Term, as mutually agreed between TCAP and Energy Manager, the Customer having authorized TCAP to negotiate such fee on behalf of Customer in the PSA. The QSE Services Fee shall be included in the Energy Price for the Term.

21. **“REP Services Agreement”** means the REP Services Agreement currently in effect during the Term, as amended from time to time, between Gexa and TCAP.

22. **“REP Services Fee”** means the fee owed from Customer to Gexa, for REP services rendered during the Term, as mutually agreed between TCAP and Gexa, the Customer having authorized TCAP to negotiate such fee on behalf of Customer in the PSA. The REP Services Fee shall be included in the Energy Price for the Term.

23. **“Taxes”** means all taxes, assessments, levies, duties, charges, fees and withholdings of any kind levied by a duly-constituted taxing authority and all penalties, fines, and additions to tax, and interest thereon that are directly related to the services provided under this Agreement, but does not include the System Benefit Fund fee and fees and charges imposed by ERCOT. By way of example only, Taxes includes: Sales Tax, Miscellaneous Gross Receipts Tax, PUCT Assessment Fees and Franchise Fees.

24. **“TCAP”** means Texas Coalition for Affordable Power, an aggregation pool of governmental and other entities organized and administered by TCAP of which Customer is a member for the ESI IDs.

25. **“TDSP” or “Transmission and Distribution Service Provider”** means an entity regulated by the State of Texas, which transmits or distributes electric energy.

“

**Attachments:**

Attachment A

Attachment B (for new TCAP Customers only)

Terms and Conditions of Service

Offer Sheet (ESI ID list and Expected Start Date)

<b>CUSTOMER</b> (type Customer name in field below):	<b>GEXA:</b> <b>Gexa Energy, LP, By its General Partner Gexa Energy GP, LLC</b>
By:	By:
Printed:	Printed:
Title:	Title:
Date:	Date:

## State-Required Acknowledgement of Risk

### (Market Energy Index and Holdover Pricing)

Customer hereby agrees and acknowledges that the Energy Price (per unit) charged with respect to the ESI IDs will be based on ERCOT wholesale energy prices in these cases: during the Term, Customer pays Gexa Energy the Energy Price (per unit) under an energy index or market price structure; and/or after the end of the Term, Customer pays Gexa Energy the greater of the Energy Price (per unit) or the aggregate weighted average of the Market Rate (per unit), as such terms are defined in the CESA.

Accordingly, the undersigned, on behalf of Customer, hereby acknowledges and agrees as follows: **I understand that the volatility and fluctuation of wholesale energy pricing may cause my energy bill to be multiple times higher in a month in which wholesale energy prices are high. I understand that I will be responsible for charges caused by fluctuations in wholesale energy prices.**

### (Ancillary Service Charges)

If costs and charges for Ancillary Services Charges are Pass-Through Charges or subject to reconciliation or adjustment pursuant to Section 2 of the CESA for which Customer is required to pay, Customer hereby agrees and acknowledges that such costs and charges are variable and potentially volatile.

**I understand that my energy bill may include a separate assessment of ancillary service charges, which may cause my energy bill to be multiple times higher in a month in which ancillary services charges are high. I understand that I will be responsible for charges caused by fluctuations in ancillary service charges.**

Customer Name: \_\_\_\_\_

AUTHORIZED  
SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_



## Terms and Conditions of Service Attachment A

These Terms and Conditions of Service form an integral part of the Commercial Electricity Service Agreement between Customer and Gexa. In addition to the terms defined elsewhere in this Agreement, when used with initial capitalization, whether singular or plural, capitalized terms have the meanings set forth in Section 7.1 of this Agreement. Customer should thoroughly review the entire Agreement, including these Terms and Conditions of Service, before executing this Agreement.

### A. REPRESENTATIONS AND WARRANTIES

**A.1 Customer's Representations and Warranties.** As a material inducement to entering into this Agreement, Customer represents and warrants to Gexa as follows: (a) it is a duly organized entity and is in good standing under the laws of Texas; (b) the execution and delivery of the Agreement are within its powers, have been duly authorized by all necessary action, and do not violate the terms or conditions of contracts it is party to or laws applicable to it; (c) performance of this Agreement will be duly authorized by all necessary action and will not violate the terms or conditions of contracts it is party to; (d) as of the date sales of electricity by Gexa to Customer under the Agreement start, Customer will have all regulatory authorizations necessary for it to legally perform its operations and such performance will not violate the terms or conditions of contracts it is party to or laws applicable to it; (e) this Agreement is a legal, valid, and binding obligation of Customer enforceable against it in accordance with its terms, subject to bankruptcy, insolvency, reorganization, and other laws affecting creditor's rights generally, and with regard to equitable remedies, subject to the discretion of the court before which proceedings to obtain the same may be pending; (f) there are no bankruptcy, insolvency, reorganization, receivership, or other similar proceedings pending or being contemplated by it, or to its knowledge threatened against it; (g) there are no suits, proceedings, judgments, rulings, or orders by or before any court or any government authority that could materially adversely affect its ability to perform the Agreement; and (h) as of the Effective Date and throughout the Term, there is no other contract for the purchase of electricity by Customer for the ESI ID(s), or, if such a contract presently exists, that it will terminate prior to delivery under this Agreement.

**A.2 Gexa's Representations and Warranties.** As a material inducement to entering into this Agreement, Gexa represents and warrants to Customer as follows: (a) it is duly organized, validly existing, and in good standing under the laws of the jurisdiction of its formation and is qualified to conduct its business in those jurisdictions necessary to perform the Agreement; (b) the execution and delivery of the Agreement are within its powers, have been duly authorized by all necessary action, and do not violate the terms or conditions of its governing documents or contracts it is party to or any laws applicable to it; (c) performance of the Agreement will be duly authorized by all necessary action and will not violate the terms or conditions of its governing documents or contracts it is party to; (d) as of the date sales of electricity by Gexa to Customer under the Agreement start, Gexa will have all regulatory authorizations necessary for it to legally perform its operations and such performance will not violate the terms or conditions of its governing documents, contracts it is party to, or laws applicable to it; and (e) the Agreement constitutes a legal, valid, and binding obligation of Gexa enforceable against it in accordance with its terms, subject to bankruptcy, insolvency, reorganization, and other laws affecting creditor's rights generally, and with regard to equitable remedies, subject to the discretion of the court before which proceedings to obtain the same may be pending.

**A.3 Forward Contract.** (i) This Agreement constitutes a forward contract within the meaning of the United States Bankruptcy Code ("Code"); (ii) Gexa is a forward contract merchant; and (iii) either Party is entitled to the rights under, and protections afforded by, the Code.

### B. DISCLAIMERS OF WARRANTIES; LIMITATION OF LIABILITIES

**B.1 LIMITATIONS OF LIABILITY.** LIABILITIES NOT EXCUSED BY REASON OF FORCE MAJEURE OR AS OTHERWISE PROVIDED, ARE LIMITED TO DIRECT ACTUAL DAMAGES. GEXA IS NOT LIABLE TO CUSTOMER FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES OR LOSS OF REVENUES OR PROFIT. THESE LIMITATIONS APPLY WITHOUT REGARD TO THE CAUSE OF ANY LIABILITY OR DAMAGE. EXCEPT FOR (a) THE GEXA EARLY TERMINATION DAMAGES DUE IF GEXA DEFAULTS, (b) THE CUSTOMER EARLY TERMINATION DAMAGES DUE IF CUSTOMER DEFAULTS, AND (c) THE WHOLESALE TRANSACTION TERMINATION PAYMENT, THE LIABILITY OF EITHER PARTY TO THE OTHER FOR ANY OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE AGGREGATE AMOUNT OF ALL DOLLARS PAID BY CUSTOMER TO GEXA (IF CUSTOMER) OR RECEIVED BY GEXA (IF GEXA) PURSUANT TO THIS AGREEMENT. THERE ARE NO THIRD PARTY BENEFICIARIES TO THIS AGREEMENT.

**B.2 Duty to Mitigate.** Each Party shall mitigate damages and use commercially reasonable efforts to minimize any damages it may incur as a result of the other Party's performance or non-performance.

**B.3 WAIVER OF CUSTOMER PROTECTION RULES AND CONSUMER RIGHTS.** THE PARTIES FURTHER ACKNOWLEDGE THAT THE CUSTOMER PROTECTION RULES ADOPTED BY THE PUBLIC UTILITY COMMISSION (AS CONTAINED IN ITS SUBSTANTIVE RULES 25.471 ET SEQ.) ("**CUSTOMER PROTECTION RULES**") THAT PERTAIN TO RETAIL ELECTRIC SERVICE RELATED TO RESCISSION RIGHTS, CUSTOMER DISCLOSURES, DELIVERY OF CUSTOMER CONTRACTS TO CUSTOMERS, RECORDKEEPING, INTEREST PAID ON DEPOSITS AND CUSTOMER NOTICES DO NOT APPLY TO THIS AGREEMENT. EXCEPT AS SET FORTH IN THIS SECTION, CUSTOMER EXPRESSLY WAIVES THE CUSTOMER PROTECTION RULES THAT PERTAIN TO RETAIL ELECTRIC SERVICE RELATED TO RESCISSION RIGHTS, CUSTOMER DISCLOSURES, DELIVERY OF CUSTOMER CONTRACTS TO CUSTOMERS, RECORDKEEPING, INTEREST PAID ON DEPOSITS AND CUSTOMER NOTICES TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW. CUSTOMER FURTHER WAIVES ITS RIGHTS UNDER THE DECEPTIVE TRADE PRACTICES--CONSUMER PROTECTION ACT, SECTION 17.41, ET. SEQ., BUSINESS & COMMERCE CODE, A LAW THAT GIVES CONSUMERS

SPECIAL RIGHTS AND PROTECTIONS. CUSTOMER REPRESENTS AND WARRANTS TO GEXA THAT: (a) CUSTOMER IS NOT IN A SIGNIFICANTLY DISPARATE BARGAINING POSITION IN RELATION TO GEXA; (b) CUSTOMER IS REPRESENTED BY LEGAL COUNSEL THAT WAS NEITHER DIRECTLY NOR INDIRECTLY IDENTIFIED, SUGGESTED OR SELECTED BY GEXA; AND (c) CUSTOMER VOLUNTARILY CONSENTS TO THIS WAIVER AFTER CONSULTATION WITH ITS LEGAL COUNSEL.

**B.4 UCC/Disclaimer of Warranties.** The electricity delivered is a "good" as that term is understood in the Texas B&CC (UCC §2.105). The Parties waive the UCC to the fullest extent allowed by law and the UCC requirements do not apply to this Agreement, unless otherwise provided. If there is a conflict between the UCC and this Agreement, this Agreement controls. Neither Party controls nor physically takes possession of the electric energy prior to delivery to Customer's ESI ID(s). Therefore, neither Party is responsible to the other for any damages associated with failure to deliver the electric energy, nor for damages it may cause prior to delivery to Customer's ESI ID(s). Once the electric energy is delivered to Customer's ESI ID(s) it is deemed in possession and control of Customer. ELECTRICITY SOLD UNDER THIS AGREEMENT WILL MEET THE QUALITY STANDARDS OF THE APPLICABLE LOCAL DISTRIBUTION UTILITY AND WILL BE SUPPLIED FROM A VARIETY OF SOURCES. GEXA MAKES NO REPRESENTATIONS OR WARRANTIES OTHER THAN THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT, AND GEXA EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. GEXA EXPRESSLY NEGATES ALL OTHER REPRESENTATIONS OR WARRANTIES, WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING ANY REPRESENTATION OF WARRANTY WITH RESPECT TO CONFORMITY, TO MODELS OR SAMPLES, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

**B.5 Force Majeure.** Gexa shall make commercially reasonable efforts to provide electric service, but does not guarantee a continuous supply of electricity. Gexa does not generate electricity nor does it transmit or distribute electricity. Causes and events out of the control of Gexa and Customer ("**Force Majeure Event(s)**") may result in interruptions in service or the ability to accept electricity. If either Party is unable to perform its obligations, in whole or in part, due to a Force Majeure Event, then the obligations of the affected Party (other than the obligation to pay any amounts owed to Gexa that relate to periods prior to the Force Majeure Event) are suspended to the extent made necessary by such Force Majeure Event. Therefore, neither Party is liable to the other Party for damages caused by Force Majeure Events, including acts of God, acts of, or the failure to act by, any governmental authority (including the PUCT or ERCOT and specifically including failure by ERCOT to make Customer meter read data available), accidents, strikes, labor troubles, required maintenance work, events of "force majeure" or "uncontrollable force" or a similar term as defined under the applicable transmission provider's tariff, inability to access the local distribution utility system, non-performance by the supplier or the local distribution utility, changes in laws, rules, or regulations of any governmental authority (including the PUCT or ERCOT) that would prevent the physical delivery of energy to Customer's facilities, or any cause beyond such Party's control. The Parties agree that Appropriations Failures and Scheduling Failures are not Force Majeure Events.

## C. CONFIDENTIALITY AGREEMENT

**C.1 Confidentiality.** Customer is a governmental body subject to public information laws, including Chapter 552 of the Texas Government Code. If Customer receives a valid request under applicable public information laws for information related to this Agreement, it shall provide Gexa notice of the request including a description of the information sought prior to Customer's release of information so that Gexa has the opportunity to determine whether such information is subject to an exception as trade secret, competitive, commercial, or financial information. With the exception of the preceding disclosures pursuant to public information laws, a Party (that party, the "**Receiving Party**") shall keep confidential and not disclose any to third parties Confidential Information which is disclosed to the Receiving Party by the other Party (that party, the "**Disclosing Party**") except for disclosures to Authorized Parties or as required by law. "**Confidential Information**" means information in written or other tangible form which is marked as "Confidential" when it is disclosed to the Receiving Party, except that Confidential Information shall not include information which (i) is available to the public, (ii) becomes available to the public other than as a result of a breach by the Receiving Party of its obligations hereunder, (iii) was known to the Receiving Party prior to its disclosure by the Disclosing Party, or (iv) becomes known to the Receiving Party thereafter other than by disclosure by the Disclosing Party. The provisions of this Section apply regardless of fault and survive termination, cancellation, suspension, completion or expiration of this Agreement for a period of two (2) years. Customer authorizes Gexa to provide TCAP with all information requested by TCAP about Customer's account and billings. "**Authorized Parties**" means those officers, directors, employees, agents, representatives and professional consultants of the Parties, and of the Parties' affiliates, that have a need to know the Confidential Information for the purpose of evaluating and performing this Agreement.

## D. DEFAULT AND REMEDIES

**D.1 Events of Default.** An event of default ("**Event of Default**") means: (a) the failure of Customer to make, when due, any payment required under this Agreement for any undisputed amount if that payment is not made within fifteen (15) business days after receipt of written notice (facsimile or electronic mail are valid forms of notice for this paragraph) from Gexa; or (b) any representation or warranty made by a Party proves to be false or misleading in any material respect; (c) except as provided in clause (a) above or otherwise in this section D.1, the failure of any Party to perform its obligations under this Agreement and that failure is not excused by Force Majeure and remains uncured following 20 business days written notice of the failure; (d) the defaulting Party (i) makes an assignment or any general arrangement for the benefit of creditors; or (ii) files a petition or otherwise commences, authorizes or acquiesces to a bankruptcy proceeding or similar proceeding for the protection of creditors, or has such a petition filed against it and that petition is not withdrawn or dismissed within 20 business days after filing; or (iii) otherwise becomes insolvent; or (iv) is unable to pay its debts when due; or (v) fails to establish, maintain or extend Credit in form and in an amount acceptable to Gexa when required; or (e) the Wholesale Transaction is terminated due to a default by Gexa under CESAs with other TCAP members or due to a default by the Energy Manager under the

Wholesale Transaction. If an Event of Default listed in subsection (d) of this Section occurs, it is deemed to have automatically occurred prior to such event.

**D.2 Remedies upon an Event of Default.** If an Event of Default occurs and is continuing, upon written notice to the defaulting Party, the non-defaulting Party may (a) commence an action to require the defaulting Party to remedy such default and specifically perform its duties and obligations in accordance with the Agreement; (b) exercise any other rights and remedies it has at equity or at law, subject to the Agreement's Limitations of Liabilities; and/or (c) suspend performance; provided, however, that suspension shall not continue for longer than ten (10) Business Days unless the non-defaulting Party has declared an early termination with proper notice. If Customer is responsible for an Event of Default and fails to cure within ten (10) days of written notice (such additional cure period does not apply to default for non-payment), in addition to its other remedies, Gexa may (i) terminate this Agreement; and (ii) charge Customer the Customer Early Termination Penalty pursuant to Section 5 of this Agreement. Notwithstanding the above, Gexa shall not disconnect or order disconnection of service to Customer unless the following events have all occurred: (1) Customer has an Event of Default for nonpayment under Section D.1(a) above, (2) Gexa gives Customer a ten (10) day written disconnection notice; and (3) Customer does not pay all undisputed outstanding payments owed by the end of the ten (10) day notice period. .

## **E. MISCELLANEOUS PROVISIONS**

**E.1 Disclaimer.** This Agreement does not constitute, create, or otherwise recognize the existence of a joint venture, association, partnership, or other formal business entity of any kind among the Parties and the rights and obligations of the Parties are limited to those set forth in this Agreement.

**E.2 Headings.** The descriptive headings of the Articles and Sections of this Agreement are inserted for convenience only and are not intended to affect the meaning, interpretation or construction of this Agreement.

**E.3 Waiver.** Except as otherwise provided, failure of a Party to comply with an obligation, covenant, agreement, or condition may be waived by the other Party only in a writing signed by the Party granting the waiver, but that waiver does not constitute a waiver of, or estoppel with respect to a subsequent failure of the first Party to comply with that obligation, covenant, agreement, or condition.

**E.4 Assignment.** Except as provided in the REP Services Agreement, Customer shall not assign this Agreement, in whole or in part, or any of its rights or obligations pursuant to the Agreement without Gexa's prior written consent, which shall not be unreasonably withheld. Gexa may withhold consent if a proposed assignee fails to be at least as creditworthy as Customer as of the Effective Date. Gexa may: (a) transfer, sell, pledge, encumber or assign the revenues or proceeds of this Agreement in connection with any financing or other financial arrangement; (b) transfer or assign this Agreement to a Gexa affiliate with operating capability and financial condition substantially similar to Gexa; (c) transfer or assign this Agreement to any person or entity succeeding to all or substantially all of the assets of Gexa with an operating capability and financial condition substantially similar to Gexa as of the execution date of this Agreement; and/or (d) transfer or assign this Agreement to a certified REP with an operating capability and financial condition substantially similar to Gexa as of the execution date of this Agreement. In the case of (b), (c), or (d), any such assignee shall agree in writing to be bound by these Terms and Conditions of Service, and upon assignment, Gexa shall have no further obligations under this Agreement. Gexa shall not assign the Agreement to a non-affiliated entity (including its guarantor) that has a credit rating lower than BBB- without the prior written consent of TCAP, which shall not be unreasonably withheld.

**E.5 No Third-Party Beneficiaries.** This Agreement does not confer any rights or remedies on any person or party other than the Parties, their successors and permitted assigns; except that the Parties recognize that TCAP is entitled to receive the Aggregator Fee .

**E.6 Severability.** If a provision of this Agreement is held to be unenforceable or invalid by a court or regulatory authority of competent jurisdiction, the validity and enforceability of the remaining provisions are unaffected by that holding, and the Parties shall, to the extent possible, negotiate an equitable adjustment to the provisions of this Agreement in order to preserve the original intent and purpose of this Agreement.

**E.7 Entire Agreement; Amendments.** This Agreement constitutes the entire understanding between the Parties, and supersedes any and all previous understandings, oral or written, with respect to the subjects it covers. This Agreement may be amended only upon the mutually signed, written agreement of the Parties.

**E.8 Further Assurances.** The Parties shall promptly execute and deliver, at the expense of the Party requesting such action, any and all other and further instruments and documents which are reasonably requested in order to effectuate the transactions contemplated in this Agreement.

**E.9 Emergency, Outage and Wire Service.** In the event of an emergency, outage or service need, Customer shall call the TDSP for the service area of the ESI ID experiencing the emergency, outage or service need.

**E.10 Customer Care.** Customer may contact Gexa Customer Care if Customer has specific comments, questions, disputes, or complaints toll free at 1-866-961-9399, Monday to Friday 7:00 a.m. – 8:00 p.m. CST and Saturday from 8:00 a.m. – 2:00 p.m.. Gexa shall assist and cooperate with Customer regarding communications with a TDSP relating to service to any ESI ID served by Gexa under this Agreement.

## **E.11 Governing Law.**

**a.** This Agreement is governed by and construed and enforced in accordance with the laws of the State of Texas applicable to contracts made and performed in the State of Texas, without regard to the State of Texas conflict of laws provisions.

**b.** All disputes between the Parties under this Agreement which are not otherwise settled will be decided by a court of competent jurisdiction in Harris County, Texas, and the Parties submit to the jurisdiction of the courts of the State of Texas and the Federal District Courts in Houston, Harris County, Texas. All disputes are governed under the laws of the State of Texas.

**c.** Subject to the provisions of E.11.a. above, this Agreement is subject to, and in the performance of their respective obligations under this Agreement the Parties shall comply with, all applicable federal, state and local laws, regulations and requirements (including the rules, regulations and requirements of quasigovernmental and regulatory authorities with jurisdiction over the Parties, including ERCOT) (collectively, "*Applicable Law*").

**E.12 No Presumption Against Drafting.** Both Parties contributed to the drafting of this Agreement. The rule of construction that any ambiguity is construed against the party who drafted this Agreement does not apply to this Agreement.

**E.13 Counterparts; Facsimile Copies.** This Agreement may be executed in counterparts, all of which constitute one and the same Agreement and each is deemed an original. A facsimile copy of either Party's signature is considered an original for all purposes, and each Party shall provide its original signature upon request.

**E.15 Offer for Electric Service; Refusal of Service.** This Agreement, including these Terms and Conditions of Service, constitute an offer for electric service, and is expressly conditioned on acceptance of this Agreement by Gexa. Gexa may refuse to provide electric service to Customer subject to the requirements of Applicable Law.

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## City Council Regular Meeting

**DEPARTMENT:** Public Works & Engineering  
**FROM:** Errick Thompson, P.E., CFM®, Director  
**MEETING:** November 13, 2023

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**SUBJECT:**

Consider approval of a Reimbursement Agreement and an amendment to the permanent easement with Texas Midstream Gas Services L.L.C. for relocation of the existing 12" gas pipeline located on the south side of the Burleson Police Department complex in the amount of \$1,197,000.00. (*Staff Presenter : Errick Thompson, Director of Public Works & Engineering*)

**SUMMARY:**

On May 6, 2022, the voters of Burleson approved a \$36,417,000 project to expand the Burleson Police Department Headquarters as part of the 2022 General Obligation Bond Program.

The existing 12" Texas Midstream Gas Services L.L.C. pipeline bisects the property affecting potential development of the site. In order to maximize use of the property, staff contacted Texas Midstream Gas Services L.L.C. to investigate the relocation of the pipeline.

Texas Midstream has prepared the attached Reimbursement Agreement to formalize and confirm City of Burleson payment obligations for the construction of the relocated line. The construction timeline for the pipeline relocation is anticipated to be between six to twelve months.

The agreement provides that the City will make upfront payment of the \$1,197,000.00 estimated construction cost for the relocation. Texas Midstream will provide monthly progress statements including detailed costs for City review. Any cost underruns at the conclusion of the project will be returned to the City.

Per the August 21, 2023 City Council meeting staff was given direction to proceed with the gas line relocation; however, they requested that staff fund the relocation with an alternative source other than the public safety GO bond funds. At the recent October 16, 2023 City Council meeting staff was authorized to use additional debt capacity to fund this gas line relocation.

**OPTIONS:**

- 1) Approve a Reimbursement Agreement and dedication of 30' permanent easement to Texas Midstream Gas Services L.L.C. for relocation of the existing 12" gas pipeline located on the south side of the Burleson Police Department complex in the amount of \$1,197,000.00.
- 2) Deny a Reimbursement Agreement and dedication of 30' permanent easement to Texas Midstream Gas Services L.L.C. for relocation of the existing 12" gas pipeline located on the south side of the Burleson Police Department complex in the amount of \$1,197,000.00.

**RECOMMENDATION:**

Approve a Reimbursement Agreement and dedication of 30' permanent easement to Texas Midstream Gas Services L.L.C. for relocation of the existing 12" gas pipeline located on the south side of the Burleson Police Department complex in the amount of \$1,197,000.00.

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

- May 6, 2022 citizens voted and approved expansion of the Burleson Police Department Headquarters as part of the 2022 General Obligation Bond Program.
- September 9, 2022 City Council approved a Relocation Scope Reimbursement Agreement with Texas Midstream Gas Services L.L.C. for preliminary design services associated with the relocation of the existing gas pipeline located on the south side of the Burleson Police Department complex in the amount of \$60,000.00.

**FISCAL IMPACT:**

Fund Source:	Additional Debt Capacity
Amount:	\$1,197,000.00
Project (if applicable):	FA2301

**STAFF CONTACT:**

Errick Thompson, P.E., CFM®  
Director of Public Works & Engineering  
[ethompson@burlesontx.com](mailto:ethompson@burlesontx.com)  
817-426-9610



# GAS LINE RELOCATION IN SUPPORT OF POLICE HEADQUARTERS EXPANSION PROJECT

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City Council  
November 13, 2023



# PROJECT SUMMARY

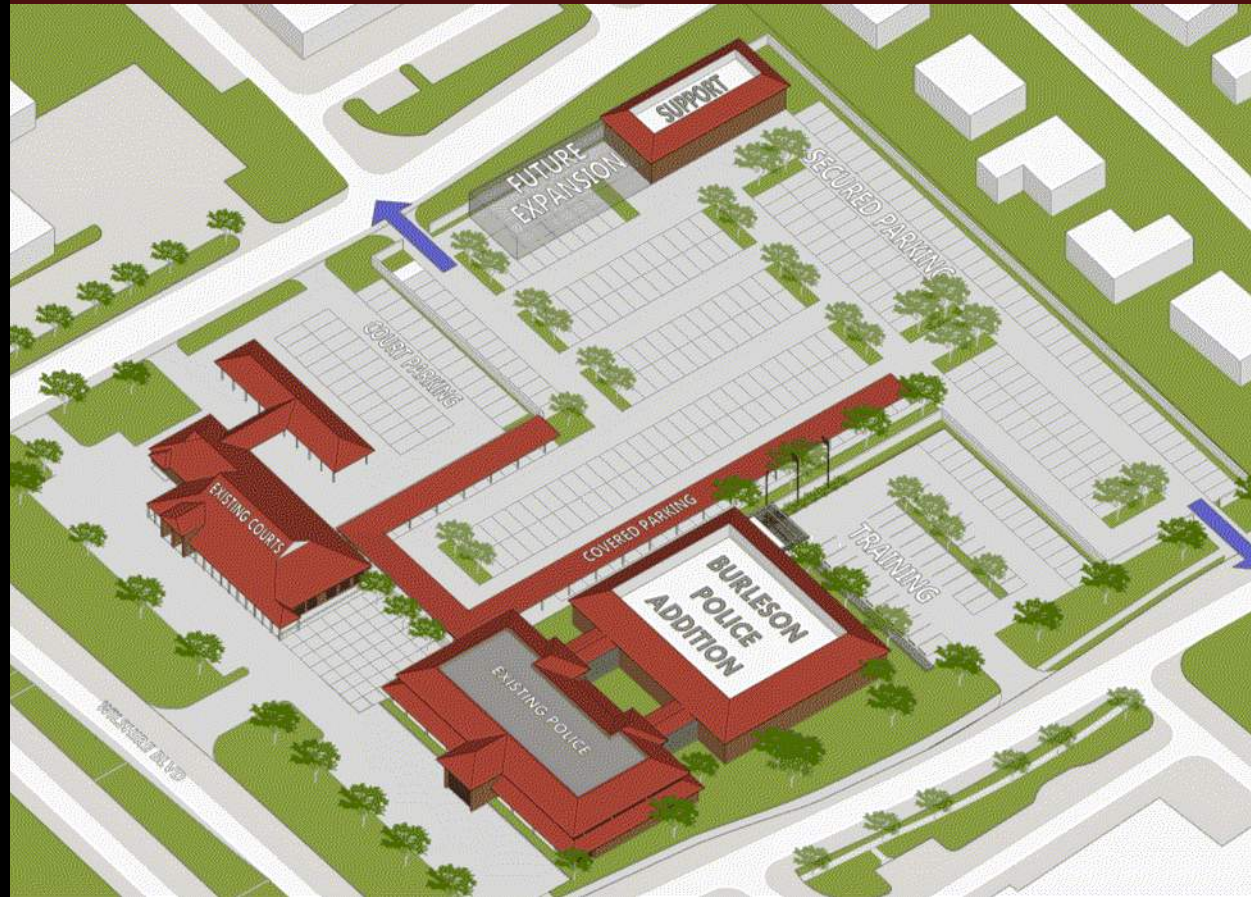
The 2022 General Obligation Bond Program included \$36,417,000 for the expansion of the Burleson Police Department.

## PROJECT SCOPE

- Expansion of the current police department headquarters
- Remodeling the existing facility to re-purpose existing space for officers and staff

## BENEFITS

- Increased training facility space for police officers
- Dedicated space for evidence and equipment storage
- Dedicated space for public safety dispatch staff



**CONCEPTUAL EXPANSION PROJECT  
LAYOUT FROM BOND PROGRAM  
DEVELOPMENT**



# RECENT COUNCIL DIRECTION

## 8/21/23 City Council presented multiple design concepts for the expansion and renovation

Council directed staff to bring back refined versions of a smaller set of concepts. In addition, gas line relocation would be funded from additional debt capacity as a separate project.

10/16/23 City Council provided direction on elements to be included within the site layout and confirmed the funding source for the gas line



# Relocation Timeline

**Design**  
Complete

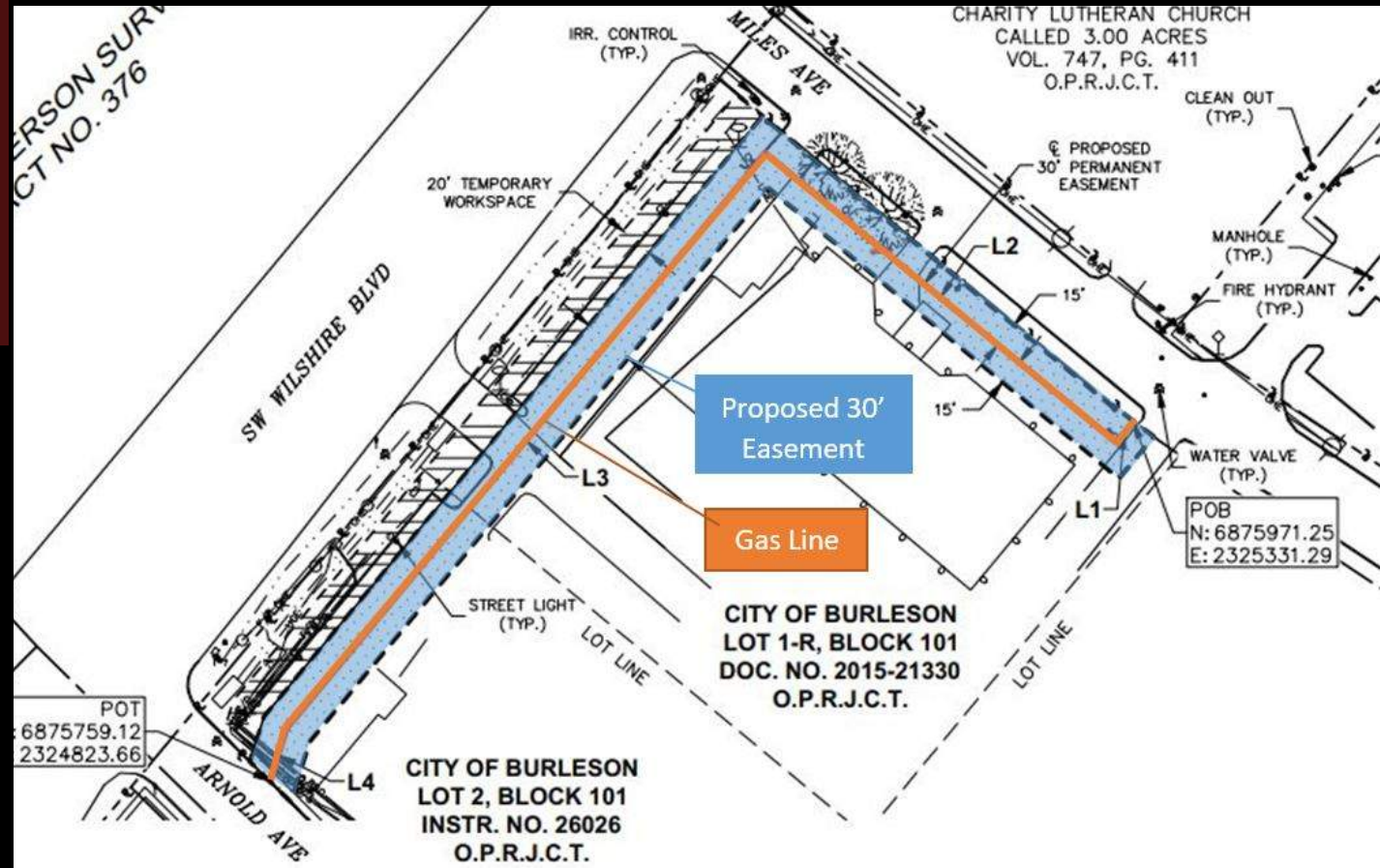
**Construction**  
6-12 months

## Relocation Cost

**Design:**  
**\$60,000**

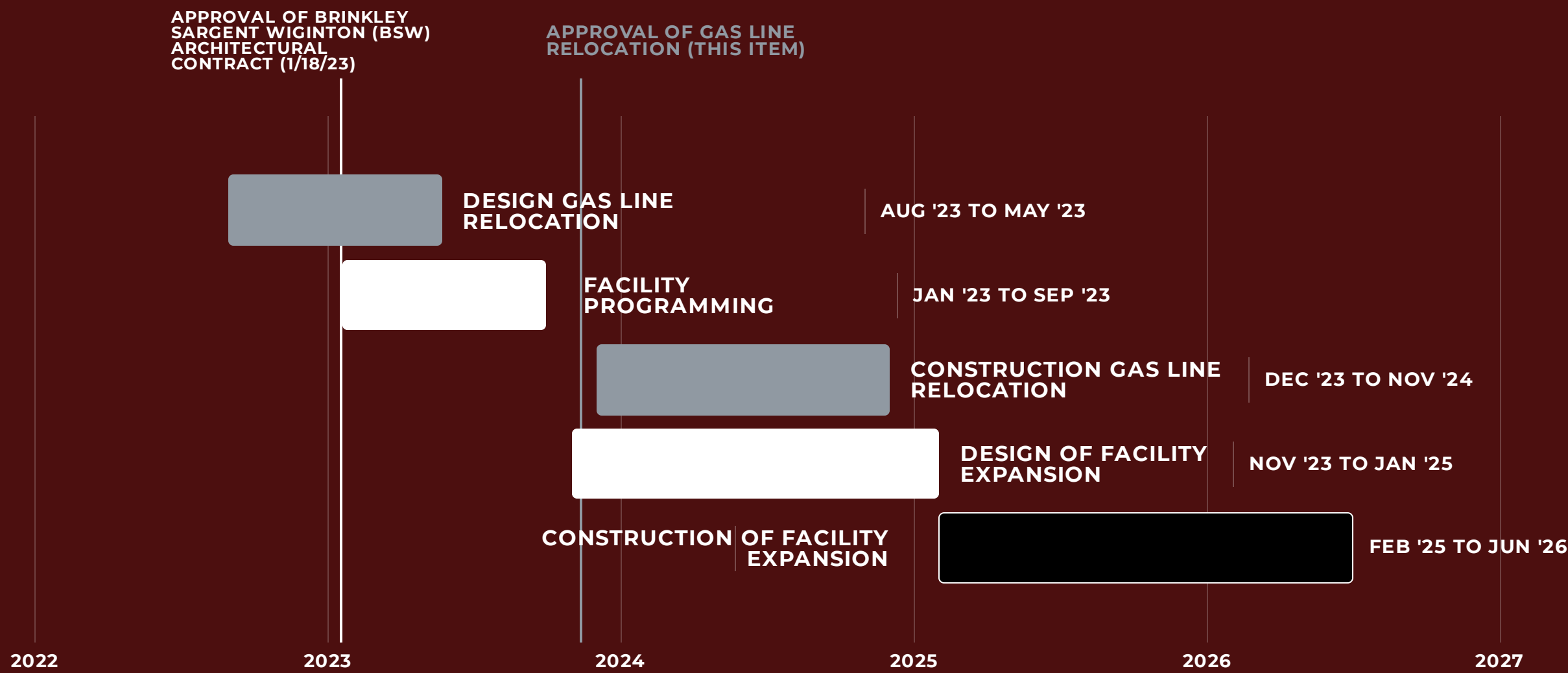
**Estimated  
Construction:**  
**\$1,197,000**

- Up front reimbursement to Texas Midstream
- Monthly submittals of actual construction costs to the City for review
- Final project cost underruns to be returned to the City



**Includes dedication of 30' permanent easement to Texas  
Midstream Gas Services, LLC**

# TIMELINE





# OPTIONS

## RECOMMENDED



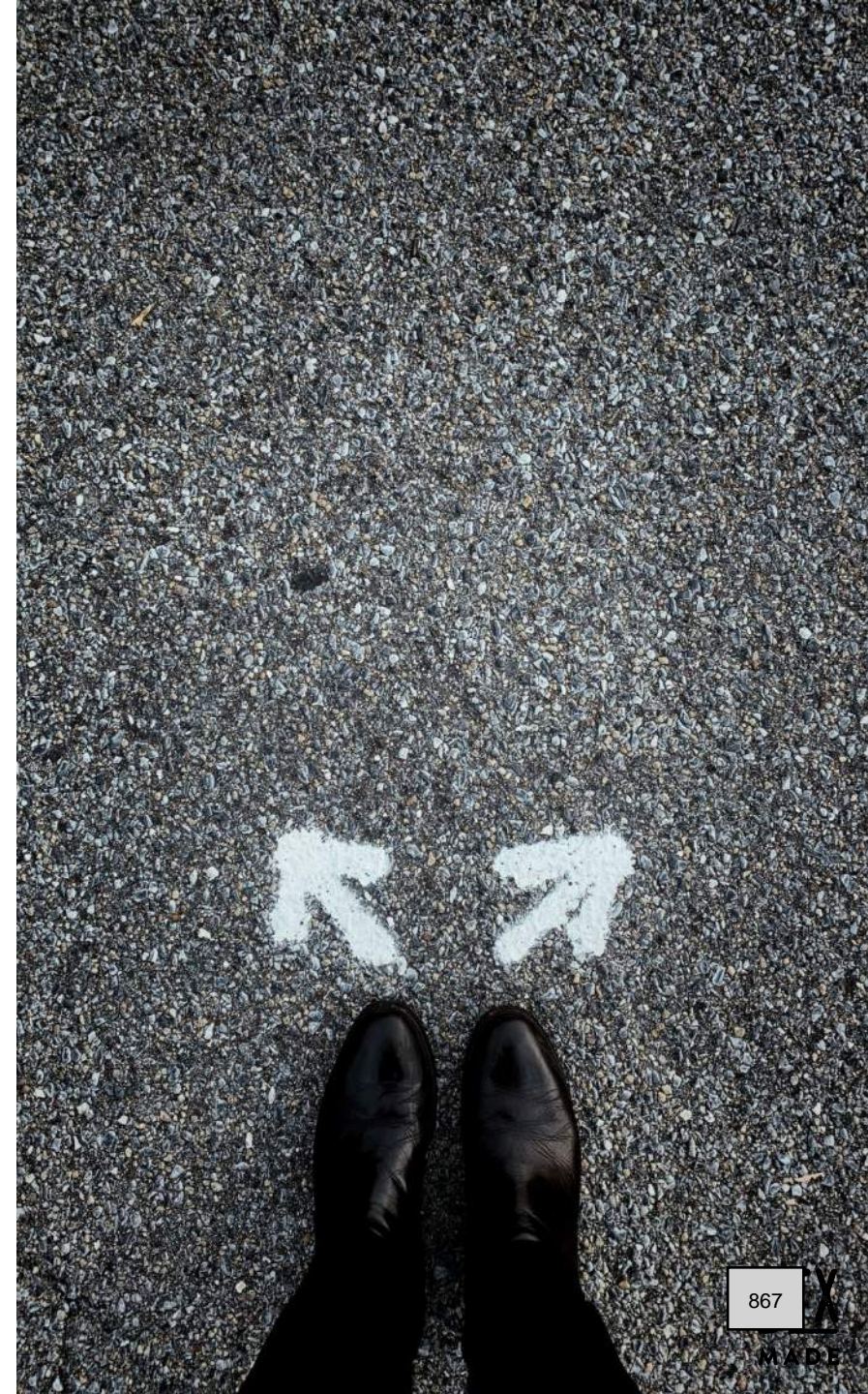
### APPROVE

Approve a Reimbursement Agreement and dedication of 30' permanent easement to Texas Midstream Gas Services L.L.C. for relocation of the existing 12" gas pipeline located on the south side of the Burleson Police Department complex in the amount of \$1,197,000.00.



### DENY

Deny a Reimbursement Agreement and dedication of 30' permanent easement to Texas Midstream Gas Services L.L.C. for relocation of the existing 12" gas pipeline located on the south side of the Burleson Police Department complex in the amount of \$1,197,000.00.





## REIMBURSEMENT AGREEMENT

THIS AGREEMENT ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between City of Burleson, whose address is 141 W. Renfro, Burleson, Texas 76028, hereinafter called COMPANY, and Texas Midstream Gas Services, a company whose address is 5601 East 1<sup>st</sup> Street, Fort Worth Texas 76103, hereinafter called "WILLIAMS".

### WITNESSETH

WHEREAS, COMPANY is proposing the construction of a New Police Facility ("Project");

WHEREAS, WILLIAMS has an EASEMENT AND RIGHT-OF-WAY AGREEMENT, dated January 2, 2009, recorded in the records of JOHNSON COUNTY, Texas on January 23, 2009, at Book 4523 Page 0525 and EASEMENT AND RIGHT-OF-WAY AGREEMENT, March 3, 2009, recorded in the records of JOHNSON COUNTY, Texas on March 23, 2009, at Book 4556 Page 992 ("Applicable Easement") in which it now maintains and operates an 12" natural gas pipeline;

WHEREAS, the design and construction of the proposed COMPANY's Project is within proximity of the Applicable Easement, requiring necessary and appropriate preliminary engineering evaluation and field inspection by WILLIAMS; and

WHEREAS, the parties wish to enter into this Agreement for, among other things, the purpose of facilitating WILLIAMS' preliminary engineering evaluation and field inspection.

NOW AND THEREFORE, in consideration of mutual rights and benefits appertaining thereto, the parties hereto covenant and agree as follows:

- (1) WILLIAMS will perform necessary and appropriate preliminary engineering evaluation and field inspection during the design and construction of the COMPANY's Project (the "Work").
- (2) In connection with the Work, COMPANY shall pay to WILLIAMS \$1,197,000.00 on the date set forth above, **(the "Estimated Cost")**. This amount includes the estimated cost of WILLIAMS' employees, or contracted companies or vendors, to the extent such employees are assigned to or devote time to the Work. Such costs shall include, but not be limited to, the following as reasonably necessary and appropriate to perform the Work: (i) the pro rata portion of wage, salary and benefit costs (gross pay, payroll taxes and usual company fringe benefits), on a time devoted basis, in each case as in effect on the date of this Agreement and consistent with past practice (ii) reasonable and documented out-of-pocket transportation, meals, lodging and similar costs incurred by WILLIAMS directly related to the assignment of employees to perform the Work, (iii) the reasonable and documented out-of-pocket cost of materials (iv) overhead costs equal to 10% of the costs set forth in subparagraphs (i)-(iii) of this paragraph, (v) in the event COMPANY fails to make timely payments of any such invoices in accordance with Chapter 2251 of the Texas Government, then WILLIAMS shall be entitled to collect the amount of such invoice, together with interest at a rate set forth in Chapter 2251 of the Texas Government; provided, however, such interest will not be payable if such failure to pay is the result of a bona fide dispute of any such charges, (vi) such interest shall accrue on unpaid amounts beginning on the payment due date of WILLIAMS' invoice to COMPANY and shall terminate when such invoice is paid. If the amount of any invoice shall be disputed in good faith, COMPANY shall promptly pay the portion of the invoice not in dispute.
- (3) Any party to this Agreement may terminate this agreement after thirty (30) days prior written notice to the other party. If the project and/or this Agreement are terminated for any reason, WILLIAMS will reimburse

COMPANY for any remaining costs that cannot be reasonably avoided during the intervening 30 days between the written notice and the effective date of termination. All other funds paid to WILLIAMS for project reimbursement of costs are not refundable to COMPANY.

- (4) Within 15 days after the end of each calendar month during its performance of the Work, WILLIAMS shall deliver to COMPANY a statement showing in detail all costs incurred in connection with the Work under Paragraph (2) above during the preceding month. If, during the course of performing the Work, the aggregate reasonable and documented actual costs as set forth in such statements (the "Actual Cost") deviate from the Estimated Cost by a material difference then WILLIAMS and COMPANY will review the cost difference and the applicable party shall pay the difference between the Actual Cost and the Estimated Cost to the other party hereto.
- (5) COMPANY shall provide WILLIAMS drawings necessary for WILLIAMS to complete its preliminary engineering, easement, operational, asset integrity, and safety reviews. After receiving drawings that address all requirements, WILLIAMS will review the drawings, and upon resolution of all conflicts, WILLIAMS shall provide COMPANY with a conditional letter of no objection to such drawings.
- (6) Prior to commencement of daily construction activities in the Applicable Easement, COMPANY shall provide a construction schedule at least (5) business days prior to any activities for the following review: schedule, location, and scope of work. WILLIAMS and COMPANY will make all reasonable efforts to coordinate field work activities, including, but not limited to, attendance of WILLIAMS personnel or its third-party inspectors at COMPANY's weekly construction meetings. WILLIAMS or its third-party inspectors may not be available if changes in work plans occur from the submitted and approved work plan. If WILLIAMS or its designated inspector is not available, no work can occur in the Applicable Easement. Notification shall be made during normal business hours to Willie Lee, at [willie.lee@williams.com](mailto:willie.lee@williams.com) 817-648-9920. COMPANY also agrees to provide the Chief and Assistant Chief(s) Inspector's 24hour contact information including cell phone number(s) including any contractors that will be working on the Applicable Easement. All contact information will be kept current.
- (7) Nothing contained herein shall be construed to reduce any of WILLIAMS' right, title, or interest in or to the Applicable Easement for the construction, operation and maintenance of its pipelines. COMPANY acknowledges and agrees that nothing in this agreement will operate or be construed as a representation or guarantee that the preliminary engineering evaluation and field inspection will be completed by any specific or anticipated date. The preliminary engineering evaluation and field inspection will be completed with NO WARRANTY, EXPRESS OR IMPLIED AND WILLIAMS DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH REGARD TO THE PRELIMINARY ENGINEERING EVALUATION AND FIELD INSPECTION OR ANY PRODUCTS RESULTING THEREFROM.
- (8) This Agreement shall be binding on the successors and assigns of the parties hereto. 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.
- (9) This Agreement shall be governed by, and construed in accordance with, the laws of the State of TEXAS without regard to its rules of conflict of laws.

Executed this \_\_\_\_ day of \_\_\_\_\_, 2023

Attest (Witness):

City of Burleson

\_\_\_\_\_ By:

\_\_\_\_\_

\_\_\_\_\_  
(Please type name and title)

Attest (Witness):

Texas Midstream Gas Services L.L.C.

\_\_\_\_\_ By:

\_\_\_\_\_

\_\_\_\_\_

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

AMENDMENT TO EASEMENT AND RIGHT OF WAY AGREEMENTS

STATE OF TEXAS                    )  
  §       KNOW ALL MEN BY THESE PRESENTS  
COUNTY OF TARRANT         )

Grantors:       City of Burleson  
                  1161 SW Wilshire BLVD  
                  Burleson TX 76028

Grantee:        TEXAS MIDSTREAM GAS SERVICES, L.L.C.  
                  5601 East 1<sup>st</sup> Street  
                  Fort Worth, Texas 76103

THAT Grantor (successor in interest to Adventist Health System/Sunbelt, Inc and Wells Fargo Bank National Association) and Grantee (each, a "**Party**" and collectively, the "**Parties**") are parties to that EASEMENT AND RIGHT-OF-WAY AGREEMENT, dated January 2, 2009, recorded in the records of JOHNSON COUNTY, Texas on January 23 , 2009, at Book 4523 Page 0525 and EASEMENT AND RIGHT-OF-WAY AGREEMENT, March 3, 2009, recorded in the records of JOHNSON COUNTY, Texas on March 23 , 2009, at Book 4556 Page 992; a copy of each are attached as Exhibit "B" (the "**Agreements**");

RECITALS

WHEREAS, Grantor and Grantee have agreed to relocate a portion of the pipeline laid under the Agreements ("**Original Pipeline**") from its original easement location ("**Original Easement Segment**") to a new location on Grantor's lands to facilitate the construction of a new police building on the property ("**Relocation Project**");

WHEREAS, Grantee will facilitate the relocation of the Original Pipeline by installing a new pipeline segment ("**New Pipeline Segment**") in a new permanent easement location as shown on **Exhibit "A"** to this Amendment (the "**New Easement**");

WHEREAS, the Grantor wishes to grant to Grantee the New Easement to facilitate the relocation;  
and

WHEREAS, Grantee wishes, once the New Pipeline Segment is completed, to terminate, release and abandon the Original Easement Segment as further provided herein.

## **AGREEMENT**

**NOW FOR AND IN CONSIDERATION** of the sum of **Ten Dollars (\$10.00)**, in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties enter into this Amendment to Easement and Right of Way Agreement ("**Amendment**") agree as follows:

### **Modifications and Supplements to Original Agreement to Facilitate Relocation:**

1. **Easement.** The Easement (as defined in the Agreements) granted under the as originally granted under the Agreements is modified and amended to grant, convey, add, and include the New Easement as part of the Easement as shown on **Exhibit "A"** for the installation of the New Pipeline Segment to facilitate the Relocation Project and for all purposes under the Agreements.
2. **Temporary Construction Easements.** Grantor further grants and conveys a temporary construction easement of Thirty feet (30') in width ("**Temporary Construction Easements**"), on, in, over, under, through and across Grantor's Land along the New Easement for the use by Grantee, its agents, employees, contractors and subcontractors, which is to be used only in connection with and during the Relocation Project. The Temporary Construction Easement shall automatically terminate and revert to the Grantor, free and clear of any right, title or interest in Grantee, upon Grantee's completion of the installation and commissioning of the New Pipeline Segment and the completion of the reclamation work for the surface disturbed by Grantee ("**Relocation Completion**").
3. **Need for Additional Workspace.** Grantor expressly agrees that in the event the Relocation Project requires extra work space, or if the rights granted to Grantee require extra workspace, then Grantee shall have the right and temporary access to additional working space which may be reasonably necessary until the Relocation Completion at which time it will terminate and revert to the Grantor, provided that Grantee has received the prior written approval of Grantor for the extra work space, such approval not to be unreasonably withheld, conditioned, or delayed.
4. **Grantee Access.** Grantee shall have the right of reasonable ingress and egress to and from and across Grantor's lands encumbered by the Agreements and this Amendment, which right shall be along the easements and right-of-way granted under the terms of the Agreements and this Amendment so long as such remain in effect. Grantee shall also have the right for ingress and egress purposes only, to use any road or roads located now, or in the future, on Grantor's lands encumbered by the Agreements and this Amendment, and any gates located on such roads, provided Grantee shall refrain from causing any damage to the road or roads, and any and all improvements therein and thereon and shall, at its sole cost and expense, as soon as reasonably practicable repair any damage caused by Grantee or its agents, employees, contractors and subcontractors.
5. **Use and Termination of the Original Easement Segment.** Upon the Relocation Completion, the Original Easement Segment shall automatically terminate and be released by Grantee without any further act of Grantor or Grantee and, if requested by Grantor, Grantee agrees to record a notice or affidavit confirming the release has occurred within ten (10) days of such request. For avoidance of doubt the Grantee will continue to be able to access, maintain, and use the Original Easement Segment for the operation, maintenance and relocation of the Original Pipeline that is being relocated, until the Relocation Completion. Notwithstanding any obligation in the terms and conditions of the Agreements to remove pipelines that have been abandoned, Grantee has the right but not the obligation to either remove the segment of the Original Pipeline being abandoned or, at Grantee's discretion, cap, purge, and abandoned in-place such abandoned pipeline in accordance with all applicable laws, codes, rules, statutes and regulations of governmental authorities having jurisdiction thereof.
6. **Waiver of Warranties.** Parties acknowledge and agree that nothing in this Amendment will operate or

be construed as a representation or guarantee that the Relocation Project will result in the Relocation Project being successful or as an obligation to start or complete the Relocation Project. This Amendment doesn't provide for any services to be provided to Grantor. The Relocation Project work undertaken by Grantee will be provided with NO WARRANTY, EXPRESS OR IMPLIED, AS IS, WHERE IS, WITH ALL FAULTS, AND GATHERER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH REGARD TO THE RELOCATION PROJECT OR ANY PRODUCTS RESULTING THEREFROM. In no event will Grantee be liable to Grantor with respect to the work associated with the Relocation Project or for any losses, costs, liabilities, obligations, or damages arising out of or in connection with such work or the Relocation Project, whether arising in contract, tort (including, but not limited to, negligence or strict liability), or otherwise, except to the extent that any of the aforesaid is caused by the gross negligence or willful misconduct of Grantee.

**7. INDEMNITY.** GRANTOR SHALL COME IN, INDEMNIFY, DEFEND AND SAVE HARMLESS GRANTEE AND GRANTEE'S DIRECTORS, OFFICERS, MEMBERS, MANAGERS, AGENTS AND EMPLOYEES (ALL OF THE FOREGOING ARE HEREINAFTER, SEPARATELY AND COLLECTIVELY, IN THIS SECTION REFERRED TO AS "INDEMNITEE"), AND GRANTEE'S PROPERTY FROM AND AGAINST ANY AND ALL LOSS, DAMAGE, EXPENSE, LIABILITIES, ATTORNEY'S FEES, DEMANDS AND CAUSES OF ACTION, AND ANY EXPENSE INCIDENTAL TO THE DEFENSE THEREOF, BY INDEMNITEE, RESULTING FROM OR RELATED TO INJURY OR DEATH OF PERSON, OR DAMAGE TO PROPERTY, RELATED TO OR ARISING OUT OF THE RELOCATION PROJECT, INCLUDING THOSE OCCURRING ON OR ABOUT GRANTEE'S PROPERTIES AND THIRD PARTY PROPERTY, INCLUDING THE EASEMENTS AND RIGHT-OF-WAYS AND OTHER INTERESTS GRANTED UNDER THE AGREEMENTS AND THIS AMENDMENT, OR IN ANY MANNER DIRECTLY OR INDIRECTLY GROWING OUT OF OR IN CONNECTION WITH ANY BREACH OR DEFAULT BY GRANTOR UNDER THE AGREEMENTS OR THIS AMENDMENT. EXCEPT AS HEREINAFTER PROVIDED, THIS INDEMNITY SHALL APPLY REGARDLESS OF WHETHER OR NOT ANY SUCH DAMAGE, INJURY, SICKNESS OR DEATH IS CONTRIBUTED TO BY THE NEGLIGENCE OR FAULT OF INDEMNITEE, AND ALSO EVEN THOUGH INDEMNITEE IS STRICTLY LIABLE THEREFOR. UNDER THE PROVISIONS OF THIS INDEMNITY, GRANTOR IS AGREEING TO INDEMNIFY INDEMNITEE FROM INDEMNITEE'S OWN NEGLIGENCE OR FAULT, BUT THIS INDEMNITY SHALL NOT APPLY TO ANY SUCH DAMAGE, INJURY, SICKNESS OR DEATH WHICH WAS CAUSED BY THE SOLE NEGLIGENCE OR SOLE FAULT OF INDEMNITEE AND WHICH WAS NOT CAUSED IN PART BY THE NEGLIGENCE OR FAULT OF GRANTOR, ITS AGENTS, REPRESENTATIVES, EMPLOYEES, GENERAL CONTRACTORS OR OF ANY OTHER PERSON OR ENTITY. IF REQUESTED TO DO SO BY INDEMNITEE, GRANTOR WILL ASSUME WITHOUT EXPENSE TO INDEMNITEE THE DEFENSE OF ANY CLAIMS, CAUSES OF ACTION, ACTIONS OR SUITS FOR DAMAGES AND WILL REIMBURSE INDEMNITEE FOR ALL EXPENSES (INCLUDING, WITHOUT LIMITATION, ALL EXPENSES OF LITIGATION, COURT COSTS AND ATTORNEY'S FEES) INCURRED IN INVESTIGATING, HANDLING AND DEFENDING AGAINST ANY SUCH CLAIMS, CAUSES OF ACTION, ACTIONS OR SUITS FOR DAMAGES. NOTWITHSTANDING ANY PROVISION TO THE CONTRARY CONTAINED IN THIS AGREEMENT, THIS OBLIGATION OF INDEMNITY SHALL SURVIVE THE CLOSING OR THE TERMINATION OF THIS AGREEMENT.

**8. Amendment.** Except as otherwise specifically provided in this Amendment, the terms and conditions of the Agreements shall remain in full force and effect.

**9. Binding Effect.** The terms and conditions of this Amendment shall extend to and be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, devisees, successors, and assigns.

**10. Counterparts.** This Amendment may be executed in any number of counterparts, each of which shall be deemed an original for all purposes and shall be binding upon and effective as to each party executing the same regardless of whether all of the parties join in the execution of this instrument. All of such counterparts shall constitute one and the same instrument and may be combined to form a single



instrument for recording purposes.

The Parties authorize and direct the County Clerk to note this **Amendment** in the margin of the conveyance records adjacent to the above-described **Agreements**, to serve as notice of said amendment and as occasion may demand.

**[BALANCE OF PAGE INTENTIONALLY LEFT BLANK – SIGNATURE PAGE ON FOLLOWING PAGE]**

**IN WITNESS WHEREOF**, this instrument is executed this \_\_\_\_\_ day of \_\_\_\_\_, 2023,

**Grantor(s):**

**City of Burleson**

By: \_\_\_\_\_

**Grantee:**

**TEXAS MIDSTREAM GAS SERVICES,  
L.L.C.**

By: \_\_\_\_\_

Willie Lee  
Land Rep Sr. and Attorney-in-Fact  
West Land Central

## ACKNOWLEDGEMENTS

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2

Before me on the \_\_\_\_ day of \_\_\_\_\_, 2023, \_\_\_\_\_ personally appeared in his/her capacity as \_\_\_\_\_ of **City of Burleson.**, known to me to be the identical person whose name is subscribed to the foregoing instruments, and acknowledged to me that he executed the same as a free and voluntary act and deed, and as the free and voluntary act of the corporation, for the uses, purposes and consideration set forth.

Notary Public

Printed Name: \_\_\_\_\_

)

22

Before me on the \_\_\_\_ day of \_\_\_\_\_, 2023, Willie Lee personally appeared in his capacity as Land Rep Sr. West Land Central and Attorney-in-Fact of **Texas Midstream Gas Services, L.L.C.**, known to me to be the identical person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as a free and voluntary act and deed, and as the free and voluntary act of the limited liability company, for the uses, purposes and consideration set forth.

Notary Public

Printed Name:

Barnett Central GGS- Barnett  
McNarrin Gardens 563045  
Tract # 9.01 and 10.00

Barnett Central GGS- Barnett  
McNarrin Gardens 563045  
Tract # 9.01 and 10.00

**EXHIBIT "A"**

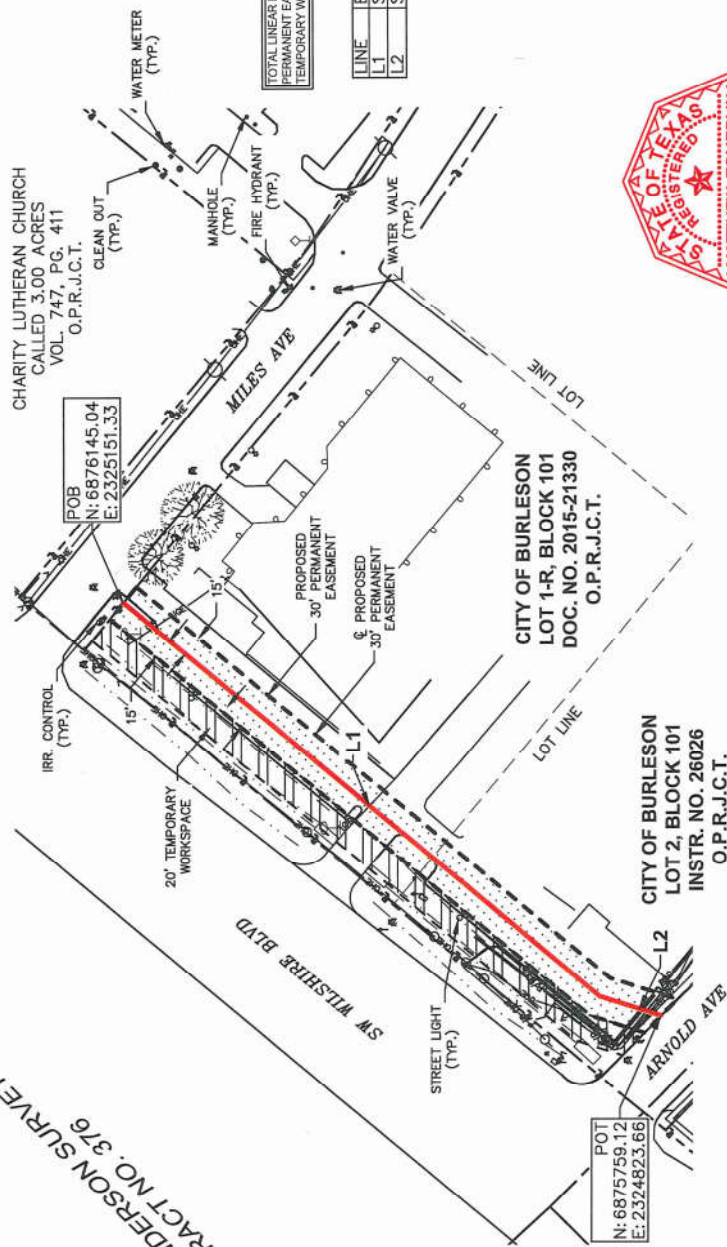
**Attached to and made a part of that certain Pipeline Easement between City of Burleson("Gran-  
tor") and TEXAS MIDSTREAM GAS SERVICES, L.L.C. ("Grantee")**

**[INSERT NEW PLAT MAPS BELOW]**



JOHNSON COUNTY, TEXAS

JAMES W. HENDERSON SURVEY  
ABSTRACT NO. 376



LEGEND

- PERMANENT EASEMENT
- TEMPORARY WORKSPACE
- CENTERLINE OF EASEMENT
- SURFACE SITE
- EXISTING EASEMENT
- EXISTING CREEK/DITCH
- PROPERTY LINE
- RIGHT OF WAY (R.O.W.)
- OVERHEAD ELECTRIC
- BARBED WIRE FENCE
- HIGH GAME FENCE
- PIPE FENCE
- EXISTING PIPELINE
- FOUND MONUMENT
- FOUND FENCE POST
- SET MONUMENT
- POWER POLE
- WELL
- TREE

NOTES

- ALL COORDINATES, BEARINGS, AND DISTANCES CONTAINED HEREIN ARE GRID, BASED UPON THE TEXAS STATE PLANE COORDINATES SYSTEM, NORTH AMERICAN DATUM 83, NORTH CENTRAL ZONE (4302), NAD 83.
- THIS DOCUMENT IS BASED UPON AN ON THE GROUND SURVEY PERFORMED DURING NOVEMBER, 2022. CERTIFICATION OF THIS DOCUMENT IS ONLY TO THE LOCATION OF THIS EASEMENT IN RELATION TO THE SURVEYED ADJACENT PROPERTY OWNED BY THE CLIENT.
- PROPOSED UTILITIES SHOWN HEREON WERE PROVIDED FROM THIRD PARTY SOURCES. DATAPoint SURVEYING & MAPPING, LLC MAKES NO GUARANTEE TO THE PROPOSED LOCATION OF OR FINAL PLACEMENT OF PROPOSED UTILITIES.
- THIS DOCUMENT DOES NOT IN ANY WAY REPRESENT A "BOUNDARY SURVEY" AS DEFINED BY T.A.C. § 563.16



Situated in the  
JAMES W. HENDERSON SURVEY, ABSTRACT NO. 376  
JOHNSON COUNTY, TEXAS

22 PL. MCNARRIN TO TANTARRA RELOCATE CITY OF BURLESON-1  
CITY OF BURLESON  
PROPOSED PERMANENT EASEMENT

DATE: 02/03/2023	REV. 1
CHECKED BY: DR	DATE: 02/03/2023
PROJECT ID: TX-JOHN-MTRCB-TK-002.00_CITY OF BURLESON	SHEET 1 OF 3

**DATAPoint**  
SURVEYING & MAPPING

12450 Network Blvd., Suite 155  
San Antonio, TX 78249  
Phone: 726-777-4240  
Firm No. 10194585

2/2/2023 4:48 PM GRTY 2\2023\WILLIAMS\2-11-3063 - 22 PL. MCNARRIN TO TANTARRA RELOCATE CITY OF BURLESON-1\TX-JOHN-MTRCB-TK-002.00\_CITY OF BURLESON\JW-002.00\_CITY OF BURLESON-1.dwg



# JOHNSON COUNTY, TEXAS



POB  
N: 6876145.04  
E: 2325151.33

30' PROPOSED  
PERMANENT  
EASEMENT

SW WILSHIRE BLVD

CITY OF BURLESON  
LOT 1-R, BLOCK 101  
DOC. NO. 2015-21330  
O.P.R.J.C.T.

1/2" IRF  
N: 6876810.55  
E: 2325566.56

TOTAL LINEAR FEET = 480.43 FEET / 20.723 RODS  
PERMANENT EASEMENT = 0.338 ACRES / 14,713 SQ. FT.  
TEMPORARY WORKSPACE = 0.224 ACRES / 9,746 SQ. FT.

LINE	BEARING	DISTANCE
L1	S 39°40'13" W	444.49'
L2	S 17°38'09" W	45.94'

LOT LINE

CITY OF BURLESON  
LOT 2, BLOCK 101  
INSTR. NO. 26026  
O.P.R.J.C.T.



Situated in the  
JAMES W. HENDERSON SURVEY, ABSTRACT NO. 376  
JOHNSON COUNTY, TEXAS

22 PL. MCNARRIN TO TANTARRA RELOCATE CITY OF BURLESON-1  
CITY OF BURLESON  
PROPOSED PERMANENT EASEMENT

## NOTES

- ALL COORDINATES, BEARINGS, AND DISTANCES CONTAINED HEREIN ARE GRID, BASED UPON THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM 83, NORTH CENTRAL ZONE (8203), NAD 83.
- THIS DOCUMENT IS BASED UPON AN ON THE GROUND SURVEY CONDUCTED BY WILLIAMS SURVEYING & MAPPING, LLC. THE LOCATION IS ONLY TO THE LOCATION OF THIS EASEMENT IN RELATION TO RECORDED MONUMENTATION OF DEEDS PROVIDED BY THE CLIENT.
- PROPOSED UTILITIES SHOWN HEREON WERE PROVIDED FROM THIRD PARTY SOURCES. DATAPoint SURVEYING & MAPPING, LLC HAS CONDUCTED VISUAL VERIFICATION OF THE MONUMENTED LOCATION OF OR FINAL PLACEMENT OF PROPOSED UTILITIES.
- THIS DOCUMENT DOES NOT IN ANY WAY REPRESENT A "BOUNDARY SURVEY" AS DEFINED BY T.A.C. § 683.16

## LEGEND

- PERMANENT EASEMENT
- TEMPORARY WORKSPACE
- CENTERLINE OF EASEMENT
- SURFACE SITE
- EXISTING EASEMENT
- CENTERLINE CREEK/DITCH
- SURVEY LINE
- PROPERTY LINE
- RIGHT OF WAY (R.O.W.)
- EXISTING UTILITY
- BARBED WIRE FENCE
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- EXISTING PIPELINE
- FOUND MONUMENT
- FOUND FENCE POST
- SET MONUMENT
- POWER POLE
- WELL
- TREE

**DATAPoint**  
SURVEYING & MAPPING

12450 Network Blvd., Suite 155  
San Antonio, TX 78249  
Phone: 726-777-4240  
Firm No. 10194585

DRAWN BY: BR  
CHECKED BY: DR  
DATE: 02/03/2023  
DATE: 02/03/2023  
PROJECT ID: TX-JOHN-MTRCB-TR-002.00, CITY OF BURLESON  
REV. 1  
SHEET 2 OF 3

2/2/2023 4:48 PM ONLY 2:\2023\WILLIAMS\22-11-2603 - 22 PL. MCNARRIN TO TANTARRA RELOCATE CITY OF BURLESON-1\PLAT\TX-JOHN-MTRCB-TR-002.00, CITY OF BURLESON\3032023.PL\TX-JOHN-MTRCB-TR-002.00, CITY OF BURLESON.JN.dwg

**EXHIBIT**  
**JOHNSON COUNTY, TEXAS**  
**JAMES W. HENDERSON SURVEY, ABSTRACT NO. 376**

WILLIAMS COMPANIES, INC  
22 PL MCNARRIN TO TANTARRA RELOCATE CITY OF BURLESON-1  
CITY OF BURLESON

**PROPOSED 30 FEET-WIDE  
PERMANENT EASEMENT**

Being a Centerline description of a proposed 30 feet-wide permanent easement being located in the James W. Henderson Survey, Abstract No. 376 Johnson County, Texas; being part of tract of land (Lot 1R, Block 101) described in Deed to City of Burleson as recorded in Document Number 2015-21330 and (Lot 2, Block 101) City of Burleson as recorded in Instrument Number 26026 of the Official Public Records of Johnson County, Texas; said easement being described by a centerline which is bound by lines 15 feet each side and parallel to said centerline and being more particularly described as follows:

**BEGINNING** at a point in Lot 1R, Block 101 and Lot 2, Block 101, from which a 1/2-inch iron rod found at the Northeast corner of said tract, bears North 53°05'00" West, a distance of 556.88 feet;

**THENCE** South 39°40'13" West, a distance of 444.49 feet to a point of deflection;

**THENCE** South 17°38'09" West, a distance of 45.94 feet to the **POINT OF TERMINATION**, in said Lot 1R, Block 101 and Lot 2, Block 101, from which a 1/2-inch iron rod found for the most Northeasterly corner of said tract, bears North 86°02'24" East, a distance of 744.68 feet, with said easement containing 14,713 square feet or 0.338 acres of land, more or less, said easement having a centerline length of 490.43 feet or 29.723 rods.

I, Matthew Tomerlin, Registered Professional Land Surveyor No. 6503 of the State of Texas, do hereby certify this plat shows the results of an on the ground survey made under my direction.

**Original signed and stamped in red ink.**

  
MATTHEW TOMERLIN

Date of Signature: February 3, 2023

REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6503  
FIRM REGISTRATION/LICENSE NO. 10194585  
FOR DATAPOINT SURVEYING AND MAPPING  
12450 NETWORK BLVD, SUITE 155  
SAN ANTONIO, TX. 78249  
(726) 777-4240 OFFICE  
(726) 777-4241 FAX



**EXHIBIT "B"**

**Attached to and made a part of that certain Pipeline Easement between City of Burleson ("Gran-  
tor") and TEXAS MIDSTREAM GAS SERVICES, L.L.C. ("Grantee")**

**Easement and Right-of-way Agreements**

**[INSERT COPY OF ORIGINAL AGREEMENT BELOW]**

**EASEMENT AND RIGHT OF WAY AGREEMENT**

STATE OF TEXAS

§  
§  
§

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF JOHNSON

Grantor(s):

ADVENTIST HEALTH SYSTEM/SUNBELT, INC.  
d/b/a HUGULEY MEMORIAL MEDICAL CENTER  
P.O. Box 6337  
Fort Worth, TX 76115-0337

Grantee:

TEXAS MIDSTREAM GAS SERVICES, L.L.C.  
P.O. Box 18162  
Oklahoma City, OK 73154-0162

For and in consideration of TEN Dollars (\$10.00) and other good and valuable consideration in hand paid, the receipt and sufficiency of which is hereby acknowledged, the undersigned ADVENTIST HEALTH SYSTEM/SUNBELT, INC., a Florida Corporation d/b/a HUGULEY MEMORIAL MEDICAL CENTER, P.O. Box 6337, Fort Worth, TX 76115-0337 (hereinafter called GRANTOR, whether one or more) does hereby GRANT, BARGAIN, and CONVEY TO TEXAS MIDSTREAM GAS SERVICES, LLC, an Oklahoma limited liability company, P.O. Box 18162, Oklahoma City, OK 73154-0162, its successors and assigns (hereinafter called GRANTEE), right-of-way and easement (the "Easement") along a route, (the location of the pipeline, to evidence such a route) over, along, across and under the following real estate situated in Tarrant County, Texas:

See Exhibits "A" attached hereto and incorporated herein for all purposes.

The Easement granted herein is for the purpose of laying, constructing, reconstructing, operating, maintaining, protecting, inspecting, repairing altering, changing the size of, and removing or abandoning in place, a Pipeline for the transportation of oil, gas, petroleum products, saltwater, or any other liquids, gases (including inert gases) or substances which can be transported through pipelines together with any and all necessary above ground and underground appurtenances (including, among other things, such valves, fittings, meters, risers, graphite and steel anodes, and other devices for the control of pipeline corrosion, and other appurtenances, above ground appurtenances limited to pipeline markers) that GRANTEE may determine to be necessary or convenient for the safe and efficient operation of the pipeline, over, under, upon and across the land described in Exhibit "A." The Easement herein granted is exclusive to the GRANTEE.

The right of way shall be sixty feet (60') in width during construction of the pipeline provided herein and will revert to a permanent easement thirty feet (30') in width at the completion of construction.

GRANTOR hereby reserves the right to use said land in any manner that will not prevent nor interfere with the exercise by GRANTEE of its rights hereunder, provided, however, that GRANTOR shall not construct nor permit to be constructed, any house, building or any other structure on the easement area or other facility constructed by GRANTEE hereunder without express prior consent of the GRANTEE. GRANTOR shall give GRANTEE ninety (90) days advance, written notice if GRANTOR intends to change the grade of the surface over such pipeline. In addition, GRANTEE shall have all of the rights and benefits necessary and convenient for the full enjoyment and use of the rights herein granted, including but not limited to the right of ingress to and egress over and across said lands to and from said right-of-way and easement and the right from time to time to cut all trees, undergrowth, and the other obstructions that, in its judgment, may injure, endanger or interfere with the exercise by GRANTEE of the rights, privileges and easements herein granted. The GRANTEE shall have the right to assign the grant, or any rights herein granted, in whole or in part.

GRANTOR hereby expressly agrees that in the event the route of the pipeline to be constructed hereunder should cross any roads, railroads, creeks, or other waterways located on the above described land or other places requiring extra work space, or if the rights granted to GRANTEE hereunder require extra work space, then GRANTEE shall have the right and temporary access to additional working space which may be necessary therefor, and GRANTEE agrees to pay GRANTOR any and all damages which GRANTOR suffers by reason of GRANTEE'S use of said additional work space.

TO HAVE AND TO HOLD unto GRANTEE, its successors and assigns, so long as the right and easement herein granted, or any one of them shall be used by, or useful to GRANTEE for the purpose herein granted, the undersigned hereby bind themselves, their heirs, executors and administrators (and successors and assigns) to warrant and forever defend this right of way and easement unto the GRANTEE, its successors and assigns, against every person whomever lawfully claiming or to claim the same or any part thereof.

Grantee covenants and agrees that the pipeline will be buried to a minimum depth of thirty-six inches (36"). The GRANTEE will indemnify the GRANTOR of any costs related to any deviance to this standard. The Grantee further agrees to pay for any physical damage to growing crops, timber, fences, or other structural improvements caused by GRANTEE'S construction, maintenance, operation, repairing, alteration, replacement or removal of said pipelines and appurtenant facilities. It is understood and agreed that the consideration herein paid does include payment of the initial construction, crop, timber and land surface damages.

GRANTEE further agrees that GRANTOR may use the surface for access roads across GRANTEE'S pipeline provided they cross the Easement at any angle not less than forty-five degrees (45°) to the pipeline(s) and GRANTEE'S pipeline is protected. GRANTEE further agrees that GRANTOR may

lay out and dedicate, construct and maintain underground communication conduits, electrical transmission lines, telephone lines and gas, water, drainage and sewer pipelines (hereafter collectively referred to as "Underground Facilities") across the Easement and such facilities shall be installed to maintain twenty-four inches (24") separation from the pipeline and shall cross the pipeline at an angle of at least forty-five degrees (45°) to the centerline of the pipeline provided, however, Grantor shall exercise any of the rights reserved in such a manner so that: (i) Grantee's pipeline and facilities located on the Easement shall not be endangered, obstructed, injured or interfered with; (ii) Grantee's access to the Easement and its pipeline(s) and facilities located thereon is not interfered with; (iii) Grantee shall not be prevented from traveling within and along the entire length of the Easement on foot or in vehicles or machinery; (iv) the pipeline(s) is/are left with the amount of cover originally installed to allow safe operation of the pipeline(s); (v) the pipeline(s) is/are left with proper, sufficient and permanent support; (vi) Grantee's use of the Easement for the purposes set forth herein is not unreasonably impaired or interfered;

IN TESTIMONY WHEREOF, the GRANTOR herein has executed this conveyance this 2<sup>nd</sup> day of January, 2009.

GRANTOR:

ADVENTIST HEALTH SYSTEM/SUNBELT, INC.  
d/b/a HUGULEY MEMORIAL MEDICAL CENTER

By: 

Name: Dan Enderson

Title: CFO



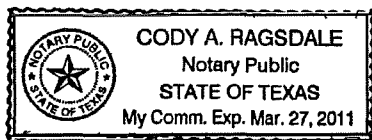
CORPORATE ACKNOWLEDGEMENT

STATE OF TEXAS

§  
§  
§

COUNTY OF TARRANT

This instrument was acknowledged before me on the 2<sup>nd</sup> day of January, 2009 by Dan Enderson, CFO of Adventist Health System/Sunbelt, Inc., a Florida Corporation, d/b/a Huguley Memorial Medical Center, on behalf of said corporation.



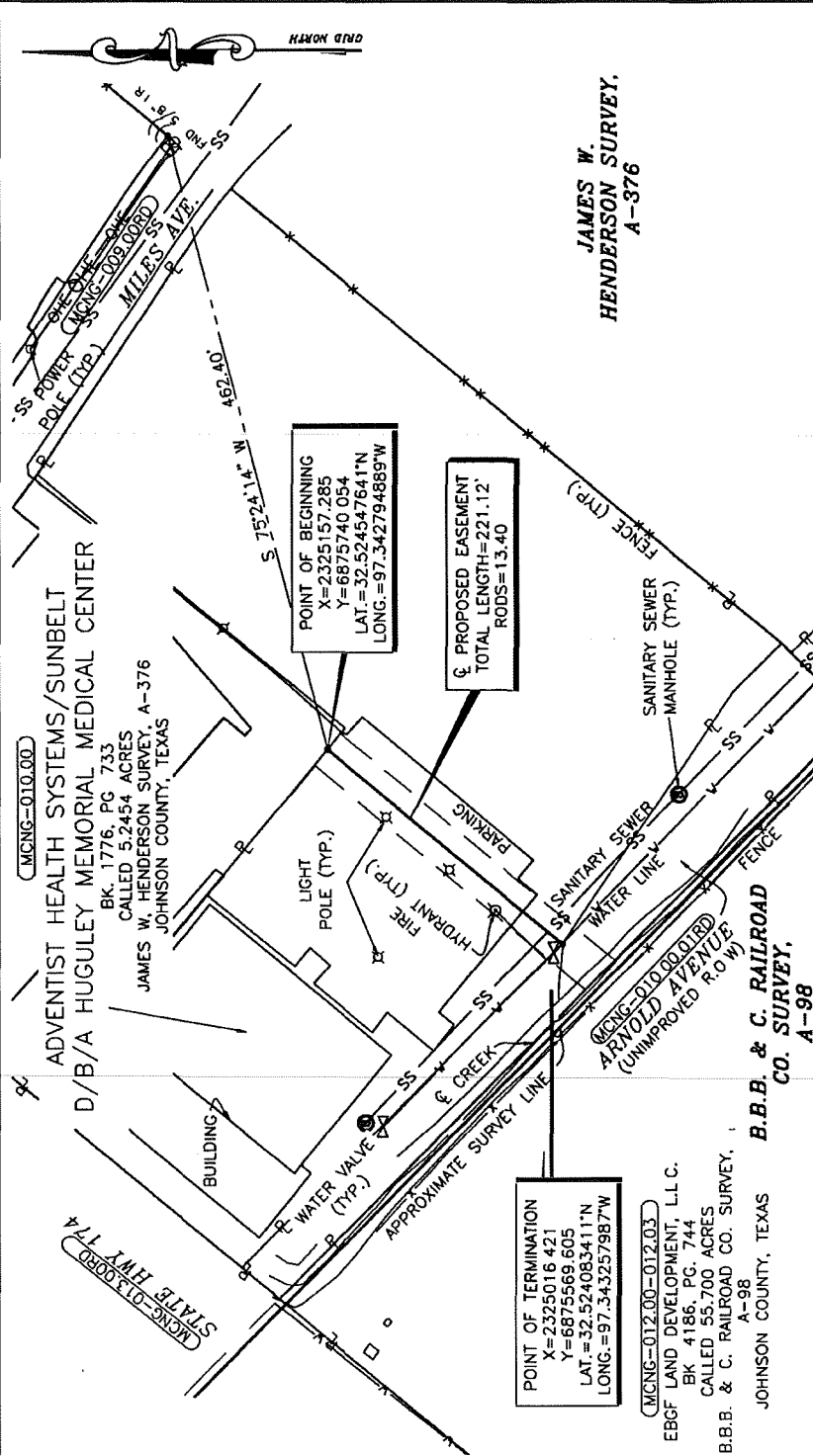
*Cody A. Ragsdale*

Notary Public, State of Texas

Printed Name: Cody A. Ragsdale

Commission Expires: March 27, 2011

DETAIL  
N.T.S.



**JAMES W.  
HENDERSON SURVEY,  
A-376**

MCNG-012.00-012.03  
EBCF LAND DEVELOPMENT, L.L.C.  
BK 4186, PG. 744  
CALLED 55.700 ACRES  
B.B.B. & C. RAILROAD CO. SURVEY

JOHNSON COUNTY, TEXAS  
A-98  
**B.B.B. & C. RAILROAD  
CO. SURVEY,  
A-98**

NOTES:

- 1.) BEARINGS & COORDINATES SHOWN HEREON ARE REFERENCED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83 DATUM (NORTH CENTRAL ZONE) DERIVED FROM GPS OBSERVATIONS AND ARE BASED ON MONUMENT BURELSON 2 (N=2,332,583.08, Y=6,893,138.04)
- 2.) LATITUDE & LONGITUDE ARE NAD 83 GEOGRAPHIC.
- 3.) THIS IS A PROPOSED PRELINE PLAT AND DOES NOT REPRESENT A TRUST BOUNDARY. SURVEY OF THIS SURFACE IS BASED ON WITNESS AND EASEMENT INFORMATION PROVIDED BY TEXAS INSTRUMENTS. SERVICES ONLY. SURVEYOR DO NOT ABSTRACT SUBJECT TRACT AND THERE MAY BE EASEMENTS OR OTHER ENCUMBRANCES THAT AFFECT THE SUBJECT TRACT THAT ARE NOT SHOWN HEREON. EXISTING UTILITIES ARE SHOWN PER ABOVE GROUND EVIDENCE ONLY.

REV.	DATE	BY:	DESCRIPTION	CHK
1	11-18-08	JB	PIPELINE REROUTE	
2	11-18-08	KY	PIPELINE REROUTE	

**★ YOUNG & ASSOCIATES**

SERVICES: LAND SURVEYING/LOCATIONS/PIPELINES/MAPPING/GPS/GIS  
9601 CAMP BOWIE WEST, FORT WORTH, TEXAS, 76116  
PHONE: (817) 292 - 7600 FAX: (817) 292 - 7601  
WWW.YOUNGANDASSOCIATES.BIZ

**tex**  **MIDSTREAM GAS SERVICES**

**MCNARIN GARDENS-PROPOSED PIPELINE**

ADVENTIST HEALTH SYSTEMS/SUNBELT  
JOHNSON COUNTY, TEXAS

DRAWN BY: BW	DATE: 9-26-08	DWG. NO.	REV.
CHECKED BY: SB	DATE: 10-12-08	TX-JOHN-MCNG-010.00	2
SCALE: 1"=100'	APP:		1 OF 1

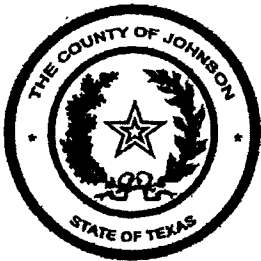
**WARNING --- THIS IS PART OF THE OFFICIAL RECORD**  
**DO NOT DESTROY**

Filed For Record 10:08 AM ☒ PM ☐

JAN 23 2009

County Clerk Johnson County

By AB Deputy



**STATE OF TEXAS**  
**COUNTY OF JOHNSON**

that I hereby certify this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the OFFICIAL PUBLIC RECORDS OF JOHNSON COUNTY, TEXAS in the Volume and Page as shown hereon.

  
CURTIS H. DOUGLAS, COUNTY CLERK  
JOHNSON COUNTY, TEXAS



access to additional working space which may be necessary therefor. Grantee must use the additional work space in a manner that causes the least disturbance to Grantor's business and to pay Grantor any and all damages which Grantor suffers by reason of Grantee's use of said additional work space.

4. Grantee Access. Grantee shall have the right of ingress and egress to and from Grantor's Land, which right of ingress and egress, except as otherwise provided in this paragraph, shall be limited and confined to the boundaries of the Easement and to the boundaries of the Temporary Construction Easements while such Temporary Construction Easements remain in effect. Grantee shall also have the right, for ingress and egress purposes only, to use any road or roads located now, or in the future, on Grantor's Land, and any gates located on such roads; provided, however, Grantee shall restore such roads and gates to substantially the same or better condition as the roads and gates were in prior to the use thereof by Grantee.

5. Grantee Right to Keep Clear Right of Way. Grantee shall have the right from time to time to cut all trees, undergrowth, and the other obstructions that, in its judgment, may injure, endanger or interfere with the exercise by Grantee of the rights, privileges and Easement herein granted and Grantee, except as otherwise provided in Paragraph 13(1), shall not be liable for damages caused on the Easement by keeping the right-of-way clear of trees, undergrowth and brush in the exercise of the rights herein granted.

6. Grantee's Cathodic Protection. Grantee shall have the right to cathodically protect the pipelines within the boundaries of the Easement, and to install and maintain above-ground pipeline markers, vent pipes, and cathodic protection devices, power poles and test leads within the boundaries of the Easement only at fence lines, property lines, creek crossings, road crossings, railroads and at any other location as required by law. Except as provided in this Paragraph, Grantee shall have no other above-ground structures within the boundaries of the Easement.

7. Pipeline Depth. The pipelines will be buried to a minimum depth of thirty-six inches (36") below the surface of the ground at the time of construction and any then existing drainage ditches, creeks and roads, measured from the top of the pipe to the surface of the ground. At those locations where rock is encountered, the pipelines may be buried at a lesser depth.

8. Grantee Future Line Rights. Grantor and Grantee agree that should more pipelines be constructed and laid within the Easement after the initial construction period of said pipelines, Grantee shall then pay Grantor three dollars and no/100 cents (\$3.00) per lineal foot for each additional line so constructed and laid, in addition to the damages provided for elsewhere in this agreement.

9. Initial and Future Damages Caused by Grantee. Except as set forth in Paragraph 5 above, Grantee agrees to pay Grantor for all damages to improvements or other property of Grantor permitted to be located on the Easement by the terms hereof, and caused by Grantee or its agents, servants, employees, contractors or subcontractors in performing such construction or other pipeline related activities on the Easement.

10. Restrictions on Grantor Use of Easement. Without prior, written consent of the Grantee, Grantor shall not construct or permit construction within the boundaries of the Easement, and Grantee shall have the right to prevent the construction within the boundaries of the Easement and the right to remove therefrom, any and all types and sizes of houses, barns, buildings, structures, permanent impoundments of water, and natural or man-made obstructions, including but not limited to trees, brush, roots and other growth. Grantor shall not, nor permit third parties to, change the grade of the land, or remove the cover, over the pipelines without prior, written consent of the Grantee.

11. Grantor Reservation of Rights to Easement. Grantee does not acquire by this Easement and Right-of-Way Agreement, but expressly takes subject to and Grantor reserves to Grantor and to Grantor's heirs, successors and assigns, each and all of the following rights in and to Grantor's Land:

- (1) All oil, gas, sulphur, uranium, fissional materials, and other minerals ("Grantor's Minerals") under the surface of the Easement to be acquired herein; provided, however, that Grantor shall not be permitted to explore, drill, mine, produce or operate for Grantor's Minerals on the surface of the Easement, but will be permitted to extract Grantor's Minerals from under the Easement by directional drilling or other means, from land located outside the boundaries of the Easement, so long as Grantee's use of the Easement for the purposes set forth herein is not disturbed and the pipelines and facilities located thereon are left with proper, sufficient and permanent support and are not endangered, obstructed, injured or interfered with; and
- (2) The right to place paving and landscaping in the Easement and to pass back and forth across the Easement on foot or in passenger cars and trucks; the right to plant, grow and harvest crops and gardens thereon and graze livestock on the Easement.

12. Grantee Withholding of Certain Taxes. The Internal Revenue Code provides that a Grantee of a real property interest in the United States must withhold tax if the Grantor is a foreign person. Each Grantor hereby certifies under oath and subject to penalties of perjury that such Grantor is not a foreign person, foreign corporation, foreign trust or foreign estate, for purposes of Internal Revenue Code compliance.

13. Special Provisions.

- (1) GRANTEE HEREBY AGREES TO INDEMNIFY GRANTOR AND ITS EMPLOYEES, CUSTOMERS, INVITEES, AGENTS, SUCCESSORS AND ASSIGNS FROM AND AGAINST, AND TO REIMBURSE, GRANTOR AND ITS AGENTS, SUCCESSORS AND ASSIGNS WITH RESPECT TO ANY AND ALL LIABILITIES, CLAIMS, DEMANDS, DAMAGES, EXPENSES OR CAUSES OF ACTION OF WHATEVER NATURE, SPECIFICALLY INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES AND COSTS OF SUIT PAID OR INCURRED BY GRANTOR, ITS EMPLOYEES, CUSTOMERS, INVITEES, AGENTS, SUCCESSORS AND ASSIGNS, ASSERTED BY OTHERS AND RELATED, DIRECTLY OR INDIRECTLY, TO GRANTEE'S USE OF THE EASEMENT PROPERTY AND THAT ARE CAUSED BY OR ARISE IN ANY MANNER OUT OF ACTS OR OMISSIONS OF GRANTEE, ITS AGENTS, EMPLOYEES, REPRESENTATIVES OR ANY OTHER PERSON UNDER GRANTEE'S CONTROL OR ACTING AT GRANTEE'S DIRECTION.
- (2) If Grantee, its successors or assigns, ceases to use the pipeline for a period of 2 consecutive years, this Easement and right-of-way will be considered abandoned. Promptly following receipt of a written request from Grantor, Grantee will furnish, at its expense, a release of Easement and right-of-way and will remove the pipeline from the Easement.
- (3) Grantee agrees that the initial installation of the pipeline(s) will be performed by the horizontal drilling method without the necessity of disturbing the surface of the Easement or Grantor's improvements currently located on the Easement.

14. Grantee Assignment. Grantee, and Grantee's successors and assigns, will have the right to assign or transfer this Easement and Right of Way Agreement in whole or in part.

15. Binding Effect. The terms and conditions hereof shall extend to and be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, devisees, successors, and assigns.



16. Entire Agreement. Subject to the terms hereof, Grantee shall have all other rights and benefits necessary or useful for the full and complete enjoyment and use of the Easement for the purposes stated herein. This document fully sets forth the terms and conditions mutually agreed to by the parties and there are no other oral or written agreements between the Grantor and Grantee which modify, alter or amend this Easement and Right-of-Way Agreement.

TO HAVE AND TO HOLD the Easement together with all and singular the privileges and appurtenances thereto in anywise belonging unto Grantor, its successors and assigns, forever. Subject to the matters set forth in Paragraph 1 of this instrument, Grantor does hereby bind Grantor, Grantor's heirs, successors and assigns to warrant and forever defend all and singular the Easement unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, and under Grantor, but not otherwise.

EXECUTED this 30<sup>th</sup> day of March, 2009.

WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association and successor in interest to First State Bank, Rio Vista, Texas

By: [Signature]  
Gary D. Williams, Vice President

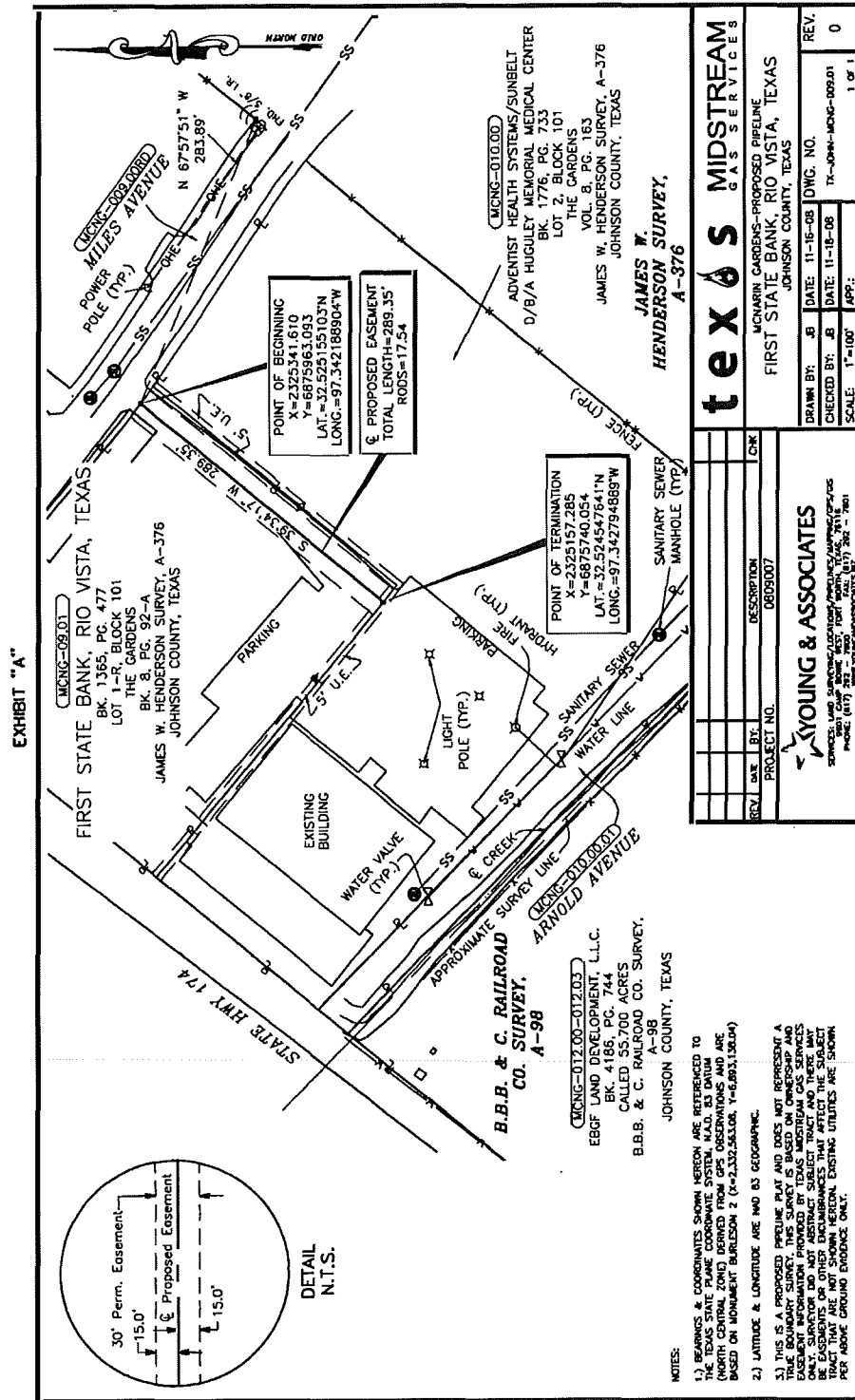
CORPORATE ACKNOWLEDGEMENT

STATE OF NEW MEXICO     §  
  §  
COUNTY OF Bernalillo     §

This instrument was acknowledged before me on the 3<sup>d</sup> day of March, 2009 by Gary D. Williams, Vice President of WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association, on behalf of said association.



Beverly Rachel Chavez  
Notary Public, State of New Mexico  
Printed Name: Beverly Rachel Chavez  
Commission Expires: 5/3/2012



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## City Council Regular Meeting

**DEPARTMENT:** Public Works & Engineering  
**FROM:** Errick Thompson, P.E., Director  
**MEETING:** November 13, 2023

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**SUBJECT:**

Consider approval of a minute order adopting the Mobility Plan, and Water & Wastewater Master Plan. (*Staff Contact: Errick Thompson, Director of Public Works & Engineering*)

**SUMMARY:**

Masterplans provide a framework for capital improvement planning. As a result, periodic updates are necessary to keep them relevant and in tune with growth and development. Masterplans are an integral part of future planning to meet the community's infrastructure needs.

The Mobility Plan, previously referred to as the *Master Mobility Plan* or *Thoroughfare Plan*, complements the Comprehensive Land Use Plan and focuses on roadways of various classification, pedestrian facilities, and bicycle/trail facilities. The effort to update the plan included analysis of the existing mobility systems, identification of current and future mobility needs, and public outreach for input. System improvements were ranked based on a variety of elements, including expected development and growth of the city and surrounding area. Cost estimates for the recommended improvements support effective collaboration with the City Council to effectively and fiscally responsibly address needs over the planning horizon. Staff presented a summary of the draft analysis and recommendations on August 1, 2022 and October 2, 2023. The full Mobility Plan can be viewed at this link - [Mobility Plan](#).

The Water and Wastewater Masterplan complements the Comprehensive Land Use Plan. The effort to update the plan included analysis of the existing water and wastewater systems, growth analysis, impact fee analysis, and risk analysis. System improvements are identified and ranked based on a variety of elements related to expected development and growth of the city and surrounding area. Cost estimates for the recommended improvements support effective collaboration with City Council to effectively and fiscally responsibly address needs over the planning horizon. Staff presented a summary of the draft analysis and recommendations on May 16, 2022 and October 2, 2023. The draft Water and Wastewater masterplan can be viewed at this link - [Draft Water and Wastewater Master Plan](#).

**OPTIONS:**

- 1) Approve a minute order adopting the Mobility Plan and Water and Wastewater Master Plan as presented.
- 2) Approve a minute order adopting the Mobility Plan and Water and Wastewater Master Plan with changes.
- 3) Deny a minute order adopting the Mobility Plan and Water and Wastewater Master Plan.

**RECOMMENDATION:**

Approve a minute order adopting the Mobility Plan and Water and Wastewater Master Plan.

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

Drafts of the Mobility Plan were presented to the City Council on August 1, 2022, and on October 2, 2023.

**FISCAL IMPACT:**

N/A

**STAFF CONTACT:**

Errick Thompson, P.E., CFM®  
Director of Public Works & Engineering  
[ethompson@burllesontx.com](mailto:ethompson@burllesontx.com)  
817-426-9610

# Mobility Plan and Water / Wastewater Master Plan Adoption

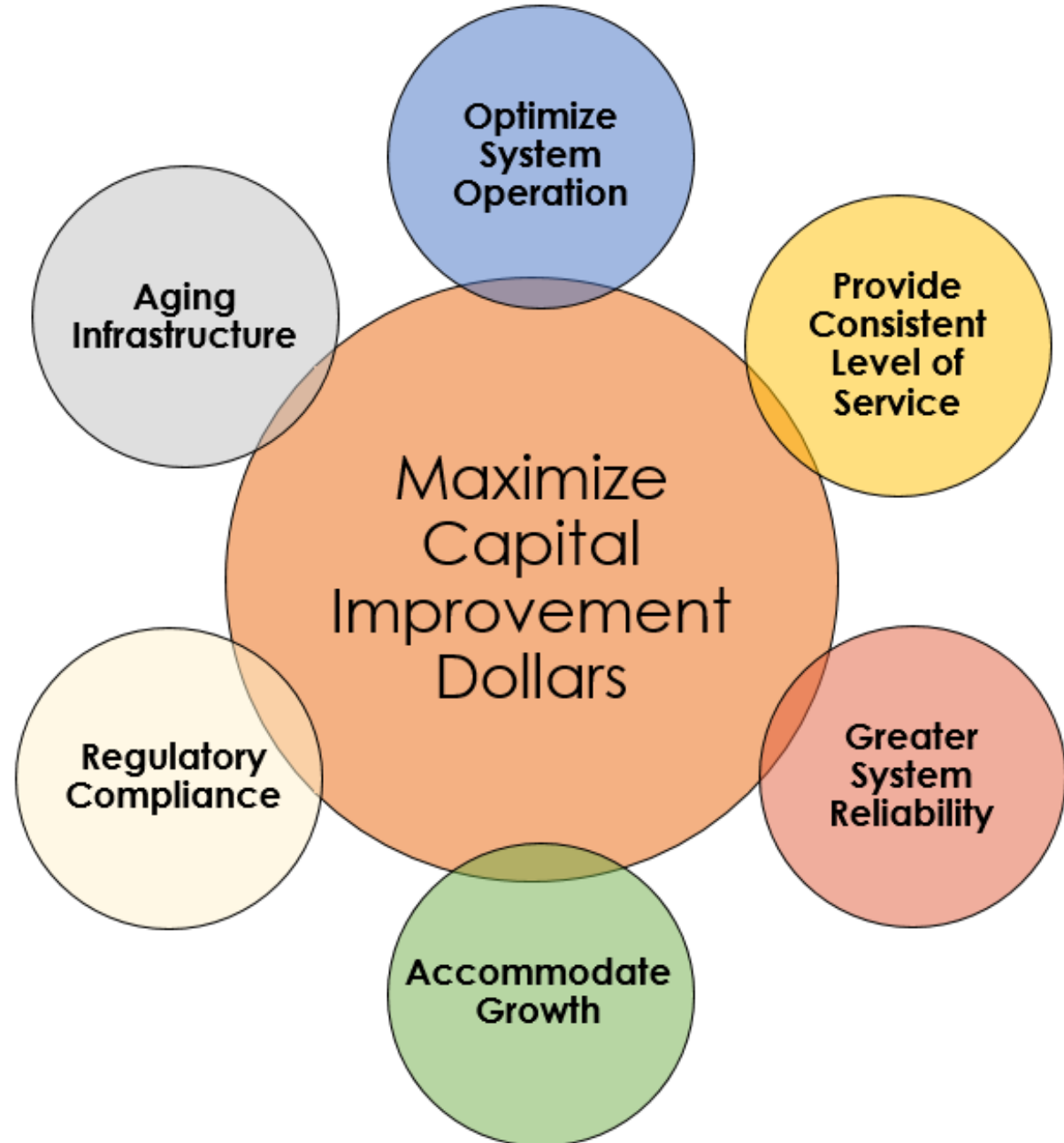
City Council

November 13, 2023



# MASTER PLAN GOALS AND DRIVERS

- Provide a roadmap for the future
- Identify existing system deficiencies and future needs
- Establish drivers for triggering CIP
- Master Plan CIP serves as the basis for the Impact Fee Eligible CIP





# MOBILITY PLAN

# What is the 2022 Mobility Plan?

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## **Draft 2022 Mobility Plan:**

- **Seeks to replace the “2015 Master Mobility Plan” (the last such plan adopted by Council)**
- **Retains and updates the "Thoroughfare Plan" component of the previous plan**
- **Provides a framework for and guidance on addressing multi-modal including pedestrian, bicycle, trail, and roadway mobility needs across Burleson**

# Mobility Plan Document Outline

- **Chapter 1: Existing Conditions** contains a brief analysis of the current state of Burleson's roadway network and demographic makeup.
- **Chapter 2: Public Engagement** depicts the engagement throughout the duration of this project.
- **Chapter 3: Modeling and Mapping** provides an in-depth overview of the travel demand modeling process conducted for the Mobility Plan.
- **Chapter 4: Pedestrian Network** summarizes the status of Burleson's current pedestrian network.
- **Chapter 5: Bicycle and Trail Network** reviews Burleson's current bicycle and trail network and summarizes the updates recommended using a prioritization methodology.
- **Chapter 6: Implementation** summarizes the multimodal priority list including roadway, pedestrian, and bicycle/trail projects, policy guides; and specific strategies and actions the City of Burleson can implement to follow through on the 2022 Mobility Plan's recommendations.

# Modeling

## Scenario Modeling Overview

Scenario	Demographics Used	Roadways Used
Base Year Model	Existing (2020)	Previously adopted 2015 Master Mobility Plan
2015 Master Mobility Plan Build Out	Build Out Demographics	Previously adopted 2015 Master Mobility Plan
Build Out without ETJ Roads	Build Out Demographics	2022 Thoroughfare Plan with very limited ETJ roadway connections
2022 Thoroughfare Plan	Build Out Demographics	2022 Thoroughfare Plan with key ETJ connections added back in to the model

# Modeling: 2015 MTP

## 2015 MASTER THOROUGHFARE PLAN EXISTING CONDITIONS MODELING RESULTS

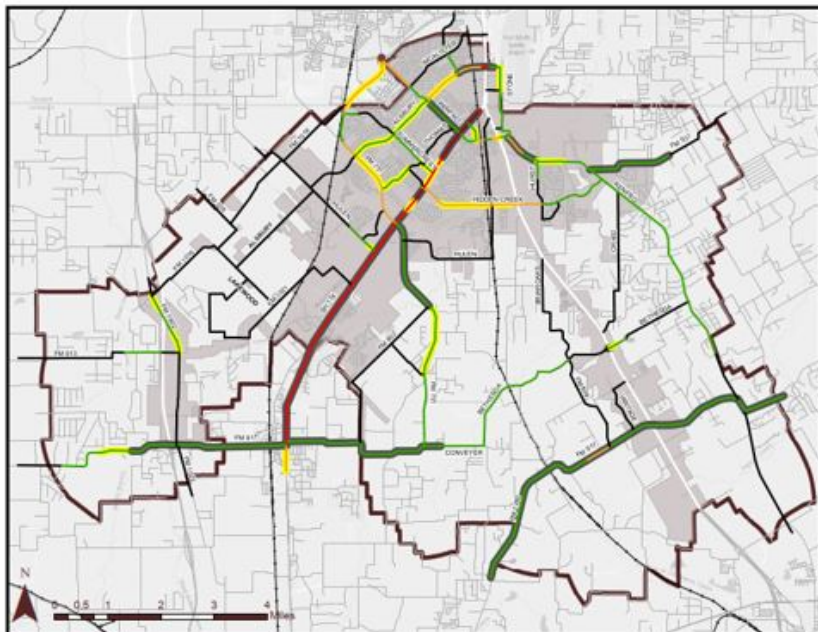
### LEGEND

#### DAILY VOLUMES

- 0 to 4,999 Vehicles Per Day
- 5,000 to 14,999 Vehicles Per Day
- 15,000 to 24,999 Vehicles Per Day
- 25,000 to 39,999 Vehicles Per Day
- 40,000 or Greater Vehicles Per Day

#### VOLUME/CAPACITY

- LOS A - C ( $< 0.65$ )
- LOS D ( $0.65 - 0.80$ )
- LOS E & F ( $> 0.80$ )
- Burleson City Limits
- Planning Area



*How congested is traffic today based on 2015 Thoroughfare Plan roadways?*

## 2015 MASTER THOROUGHFARE PLAN BUILD OUT MODELING RESULTS

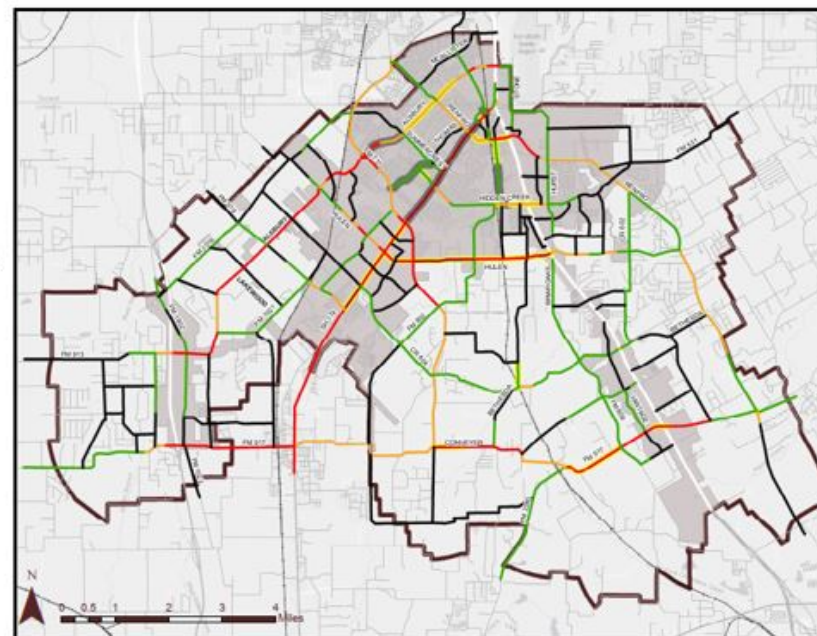
### LEGEND

#### DAILY VOLUMES

- 0 to 4,999 Vehicles Per Day
- 5,000 to 14,999 Vehicles Per Day
- 15,000 to 24,999 Vehicles Per Day
- 25,000 to 39,999 Vehicles Per Day
- 40,000 or Greater Vehicles Per Day

#### VOLUME/CAPACITY

- LOS A - C ( $< 0.65$ )
- LOS D ( $0.65 - 0.80$ )
- LOS E & F ( $> 0.80$ )
- Burleson City Limits
- Planning Area



*How congested will traffic be at build out based on 2015 Thoroughfare Plan roadways?*



# Modeling: 2015 MTP Build Out: LOS D – F Roads

Road Segment	Limits	Volume	Capacity	Volume/ Capacity	LOS
Alsbury Boulevard	FM 731/John Jones Drive to Summercrest Boulevard	29,900	30,000	0.99	E/F
Alsbury Boulevard	Summercrest Boulevard to Hemphill Street	24,100	30,000	0.80	D
SH 174/Wilshire Boulevard	FM 919 to FM 731/John Jones Drive	38,600	51,000	0.76	D
SH 174/Wilshire Boulevard	FM 731/John Jones Drive to IH-35W	48,100	51,000	0.94	E/F
Hulen Street	SH 174/Wilshire Boulevard to IH-35W	40,300	51,000	0.79	D
Renfro Street	SH 174/Wilshire Boulevard to Stone Road	36,100	51,000	0.71	D
Hidden Creek Parkway	Dobson Street to Hurst Road	23,400	30,000	0.78	D
FM 917	FM 2280 to FM 809	35,400	51,000	0.69	D
Dobson Street	Renfro Street to Hidden Creek Parkway	6,800	8,500	0.80	E/F

***At build out, several corridors are projected to have significant congestion and traffic based on the 2015 Thoroughfare Plan roadways – additional thoroughfares will be needed***



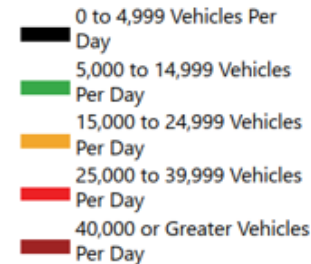
# Modeling: Key Recommendations

1. Hulen Street is critical for east/west traffic
2. Lakewood Drive/Alsbury Boulevard will operate at an acceptable LOS as a four-lane divided facility
3. North/south connection is needed between FM 913 and FM 917
4. North/south connection is needed between Bethesda Road and FM 917 east of IH-35
5. East/west connection is needed between FM 731/John Jones Drive and Bethesda Road west of IH-35

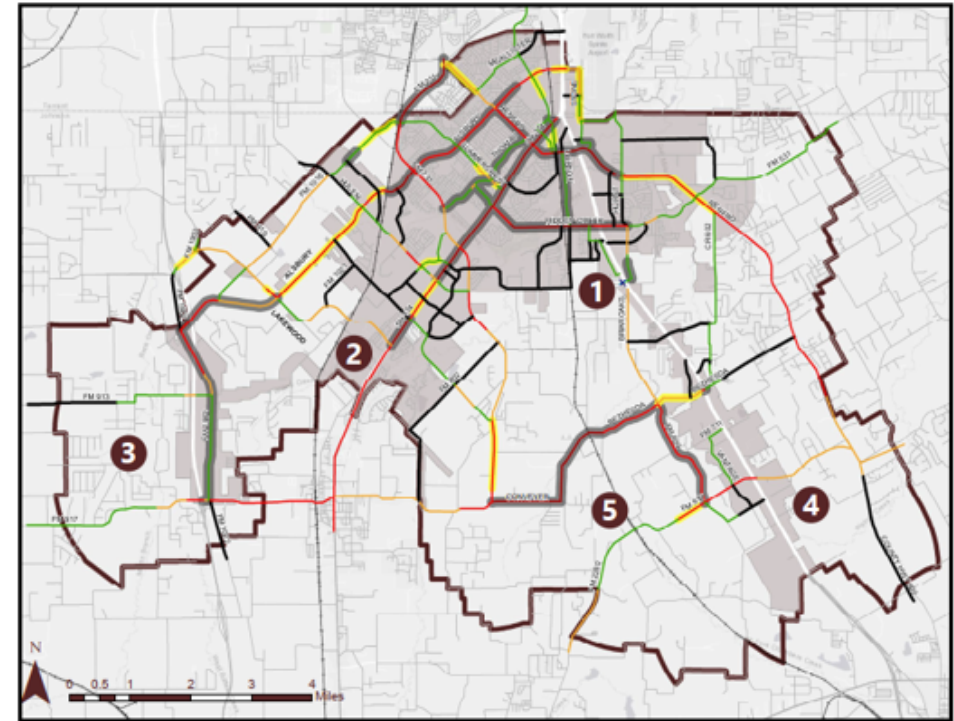
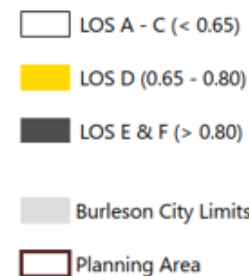
## 2022 MASTER THOROUGHFARE PLAN BUILD OUT WITHOUT ETJ MODELING RESULTS

### LEGEND

#### DAILY VOLUMES

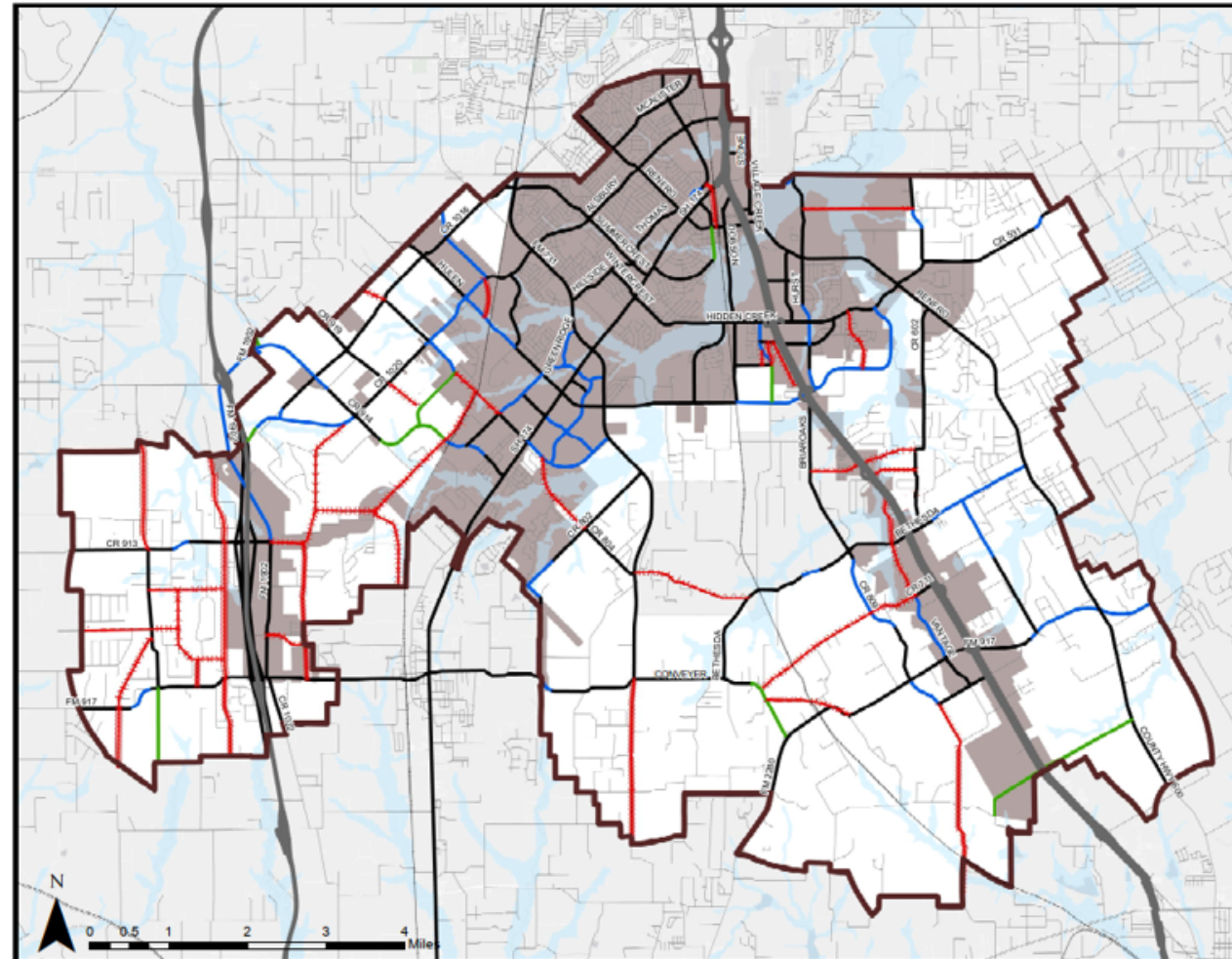


#### VOLUME/CAPACITY



**BTX**  
MOVES

 Burleson City Limits



# Alignment Evaluation

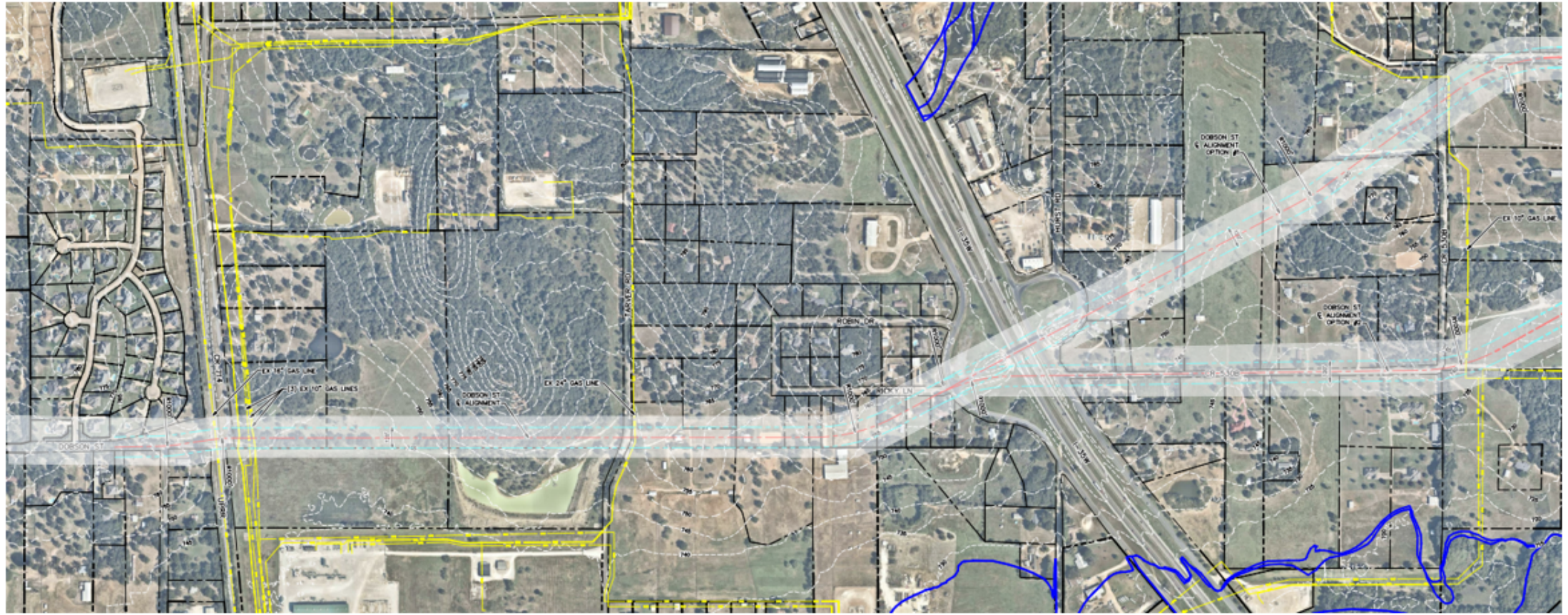
Segment	Roadway	Limits
1	Lakewood Drive	From CR 1016 to Alsbury Boulevard
2	Wicker Hill Road	SH 174/Willshire Boulevard to FM 731/John Jones Drive
3	Greenridge Drive	From Hulen Street to Lakewood Drive
4	Hidden Creek Parkway	From Renfro Street to Houston Street
5	Alsbury Boulevard	From FM 731/John Jones Drive to Alsbury Court
6	Hulen Street	From Dobson Street to Hidden Creek Parkway/CR 602*
7	Hulen Street Bridge	BNSF Bridge Crossing

*Note: Not organized by priority*



# Example Alignment Evaluation

## Hulen Street





# 2022 Thoroughfare Plan

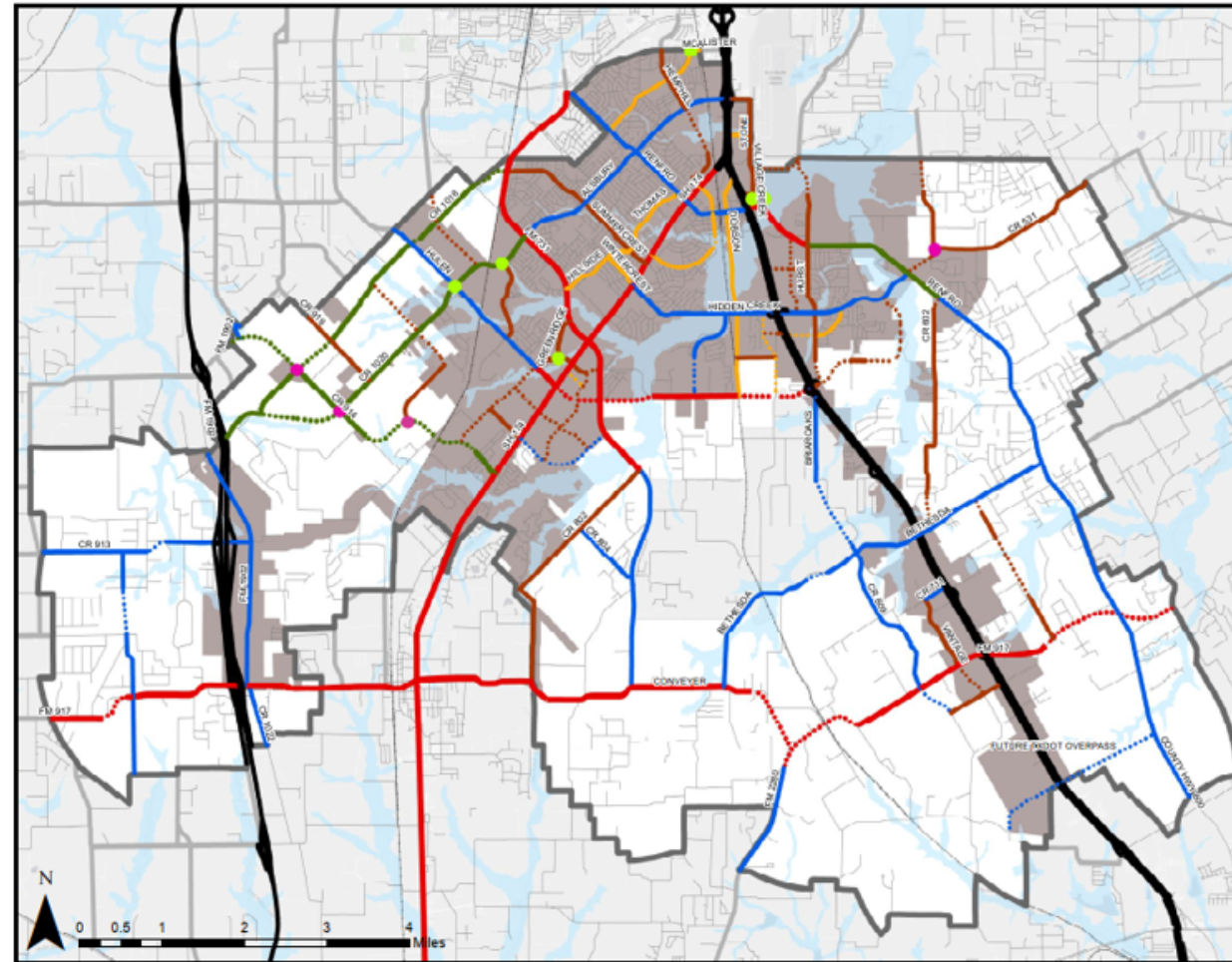
## LEGEND

### DAILY VOLUMES

- Freeway
- Principal Arterial
- Major Arterial
- Minor Arterial
- Major Collector
- Minor Collector

*Dotted lines indicate a future facility*

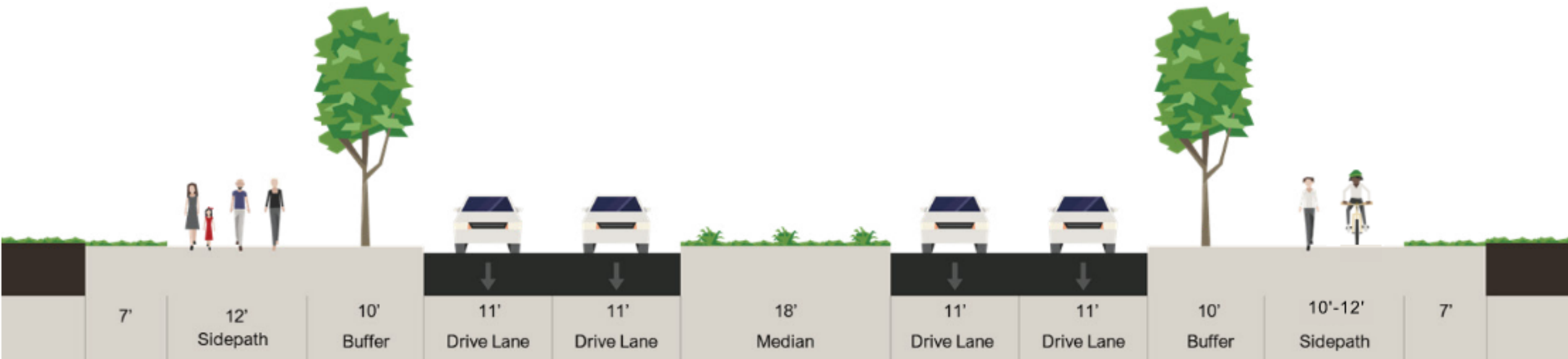
- Floodplains
- Planning Area
- Burleson City Limits
- Existing Roundabout
- Future Potential Roundabouts or Intersection Enhancements



# EXAMPLE CROSS SECTION

## MAJOR ARTERIAL\* CROSS SECTION - 120' ROW

Hourly Lane Capacity: 600 - 750  
Daily Capacity: 24,000 - 30,000

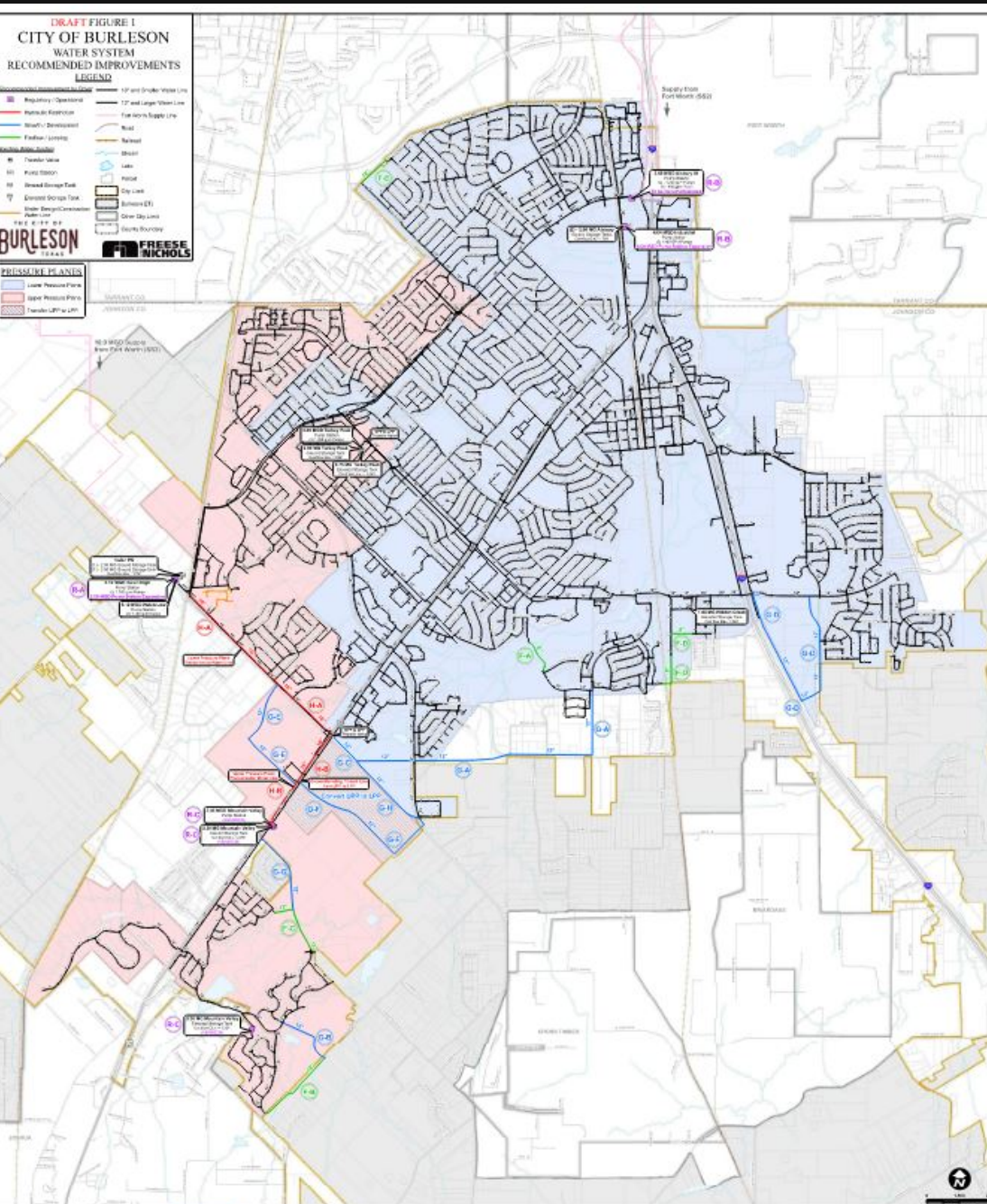




# **WATER / WASTEWATER MASTER PLAN**

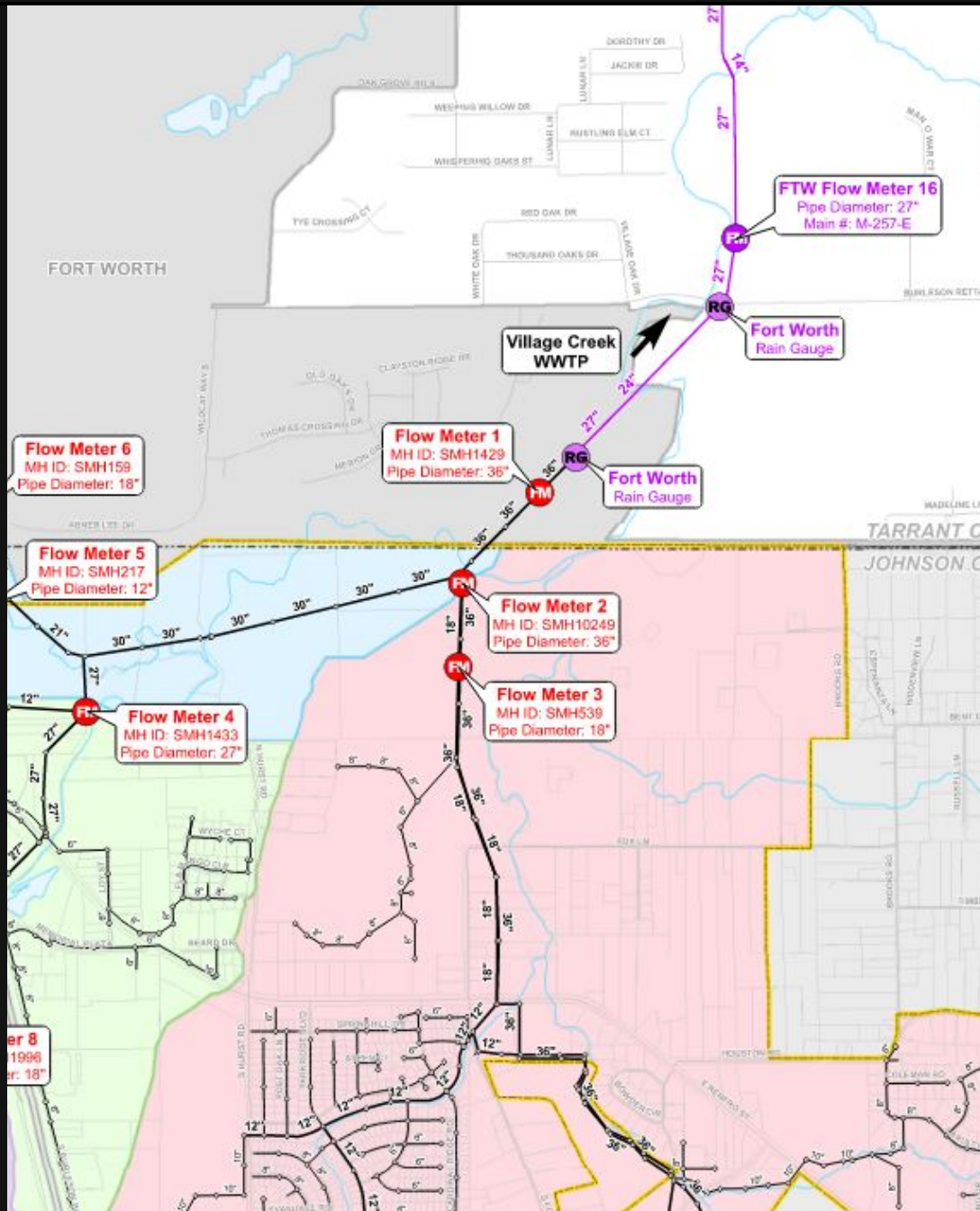
# METHODOLOGY - WATER SYSTEM

1. Existing and buildout water needs evaluated
2. Fire flow evaluation
3. Growth related improvements
4. Improved operation of overall water system
5. Evaluate storage needs
6. Basis for identifying projects to include in the Capital Improvement Plan

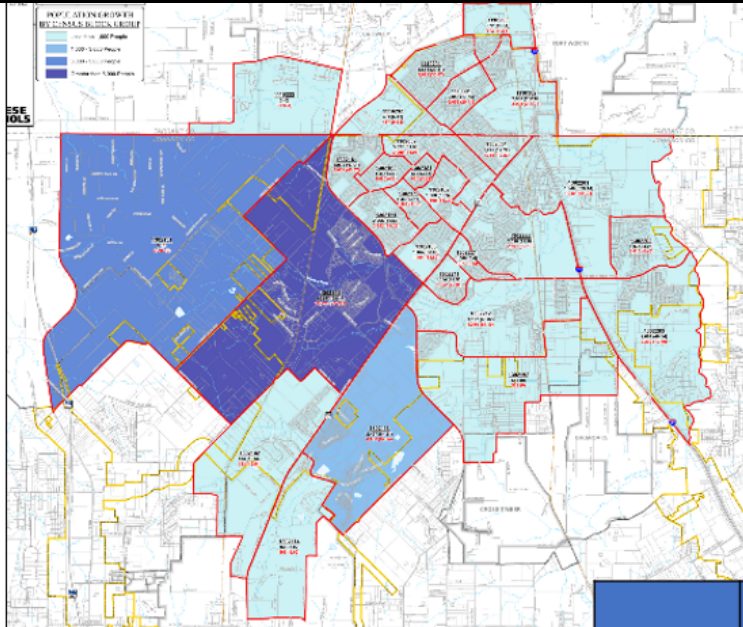


# METHODOLOGY - SEWER SYSTEM

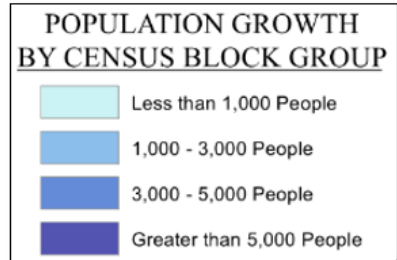
1. Collect flow monitoring data to be used for flow projections
2. Evaluate the existing capacity of sewer lines
3. Identify growth-related needs, existing and future capacity restrictions
4. Time improvements based on expected development/growth





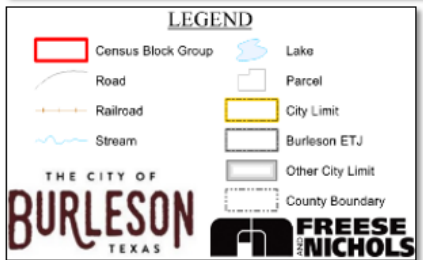


## WATER SERVED LAND USE ASSUMPTION SUMMARY



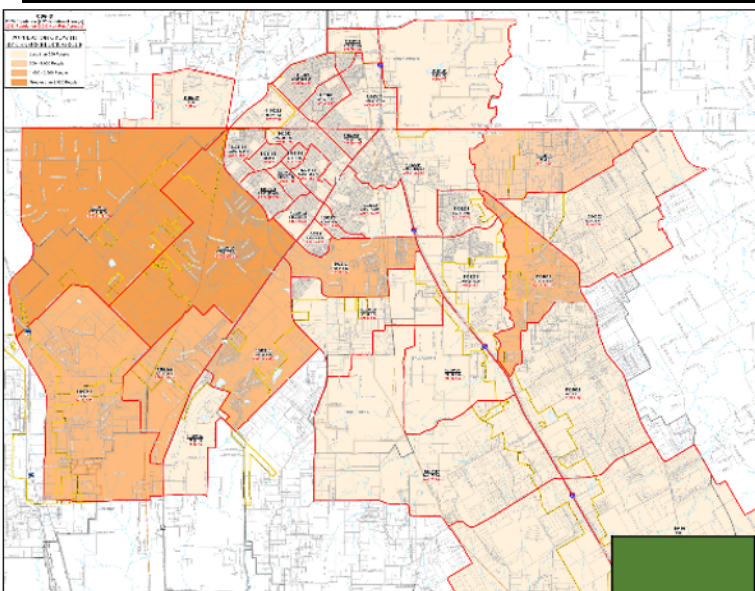
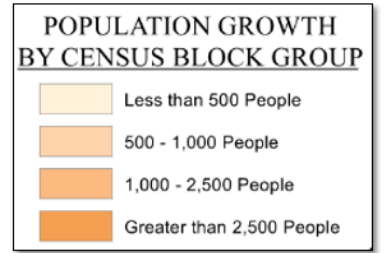
Year	Served Population	Served Non-Residential Acreage (Acres)
Existing	46,724	1,215
5-Year	52,860	1,465
<b>10-Year</b>	<b>60,548</b>	<b>1,717</b>
Buildout	72,146	2,000

\*Map showing 10-year projections



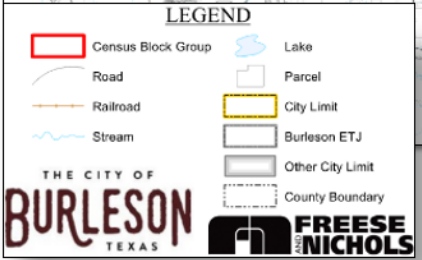
Water service area is NOT the same as sewer service area - multiple water providers serve the city limits and extra-territorial jurisdiction (ETJ)

## WASTEWATER SERVED LAND USE ASSUMPTION SUMMARY



Year	Served Population	Served Non-Residential Acreage (Acres)
Existing	49,760	1,795
5-Year	62,548	2,383
<b>10-Year</b>	<b>76,822</b>	<b>2,730</b>
20-Year	103,799	4,397
Buildout	120,821	6,523

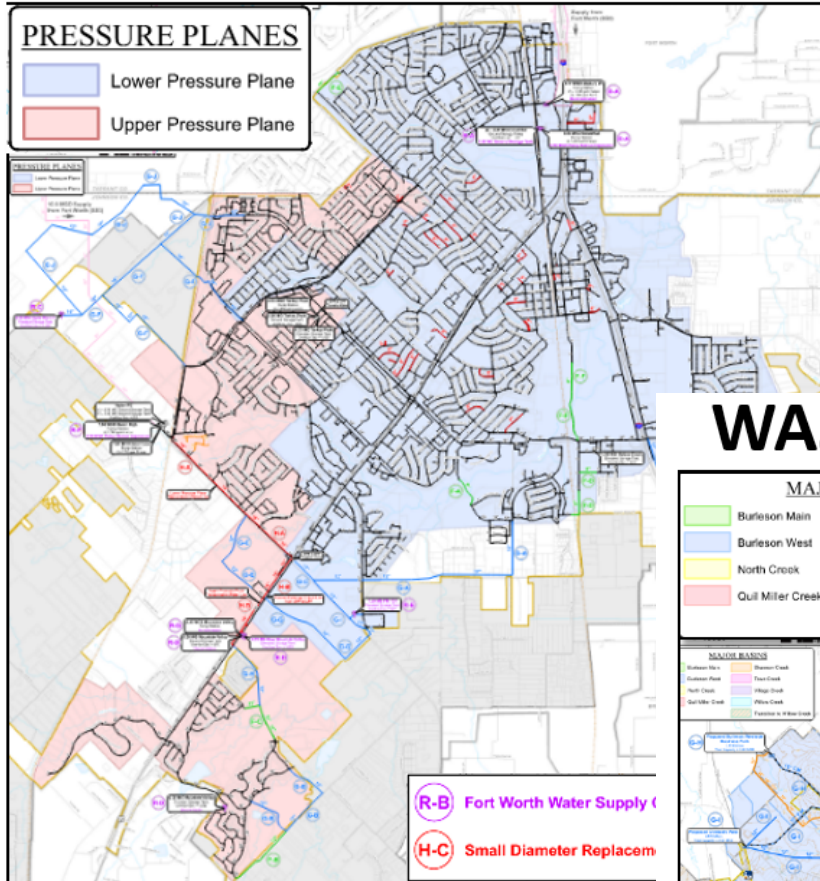
\*Map showing 10-year projections



Land use assumptions are used to estimate population projections

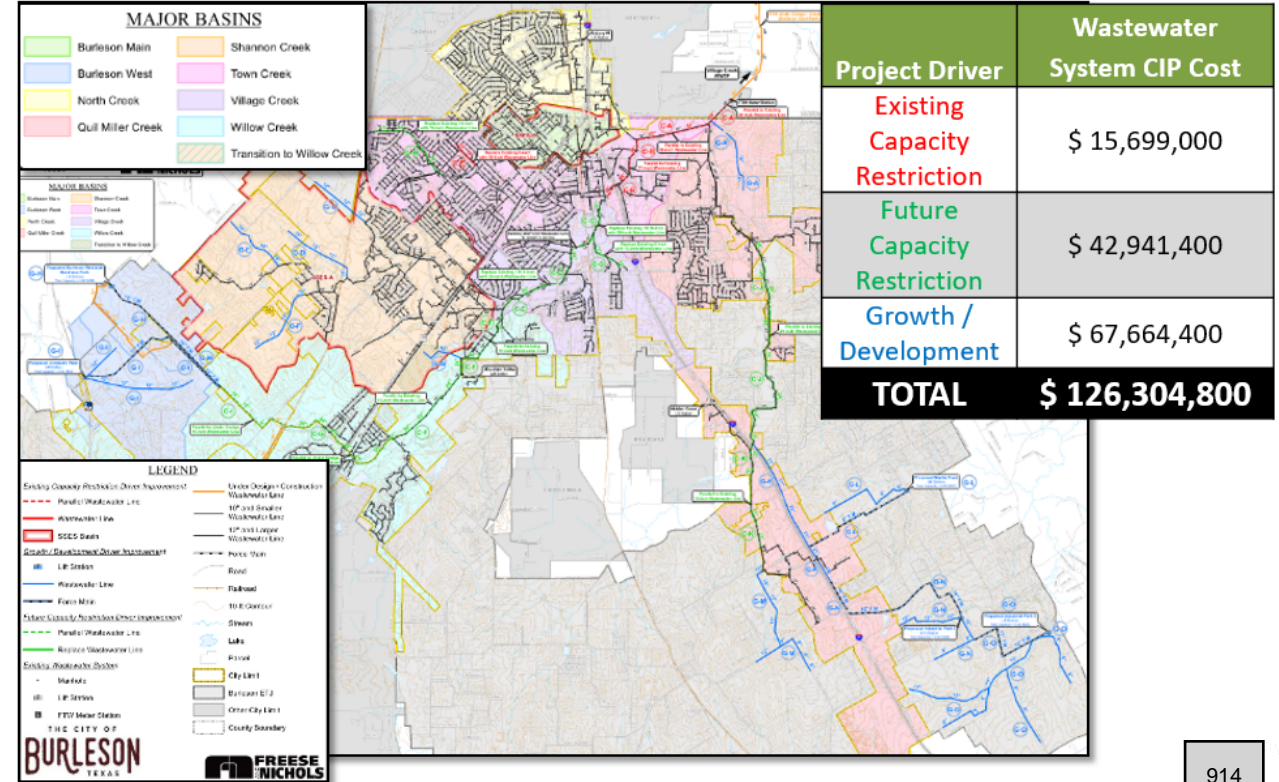
## WATER SYSTEM CIP

Project Driver	Water CIP Cost
Hydraulic Restriction	\$ 11,532,500
Growth/ Development	\$ 24,662,000
Fire Flow/ Looping	\$ 4,027,800
Regulatory/ Operational	\$ 37,631,600
<b>TOTAL</b>	<b>\$ 77,853,900</b>



**The master plan is an integral tool that identifies projects needed to support the existing and future needs due to growth and development.**

## WASTEWATER CIP (BUILDOUT)



**The masterplan is the basis for the City's capital improvement program**



## Regulatory/Operational Improvements

- Offsite Fort Worth water supply improvements
- Industrial Pump Station rehabilitation / expansion
- Hulen Pump Station added pumping capacity
- Additional Elevated Storage



# CIP Projects identified based on masterplan recommendations

## • Hydraulic Restriction Improvements

Hulen Street LPP 16-inch transmission main

## • Growth/Development Improvements

Hyder Ranch extension



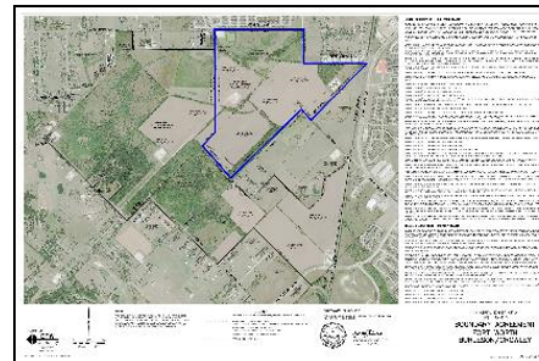
## WASTEWATER CIP SUMMARY

### • Hydraulic Restriction Improvements

Village Creek Parallel Interceptor

### • Growth/Development Improvements

Chisholm Summit / Craftmasters / Hyder Ranch service expansions





# Capital Improvement Planning

1. Capital Improvement Program (CIP) identified

2. Estimated construction cost used for fiscal planning

3. Annual re-evaluation and adjustments based on development trends and maintenance needs

Project Number	Water Project Name	Cost
<b>Hydraulic Restriction</b>		
H-A	16-inch County Road 920 Lower Pressure Plane Transmission Water Line	\$ 3,058,800
H-B	16-inch Wilshire Boulevard Upper Pressure Plane transmission Water Line	\$ 1,740,200
<b>Hydraulic Restriction Total</b>		<b>\$ 4,799,000</b>
<b>Growth / Development</b>		
G-A	12-inch County Road 714 Lower Pressure Plane Water Line	\$ 3,022,900
G-B	12-inch County Road 802 Upper Pressure Plane Water Line	\$ 1,004,700
G-C	12-inch FM 731 Lower Pressure Plane Water Line	\$ 1,157,200
G-D	12-inch I-35 W Lower Pressure Plane Water Line	\$ 2,972,100
G-E	12-inch Wilshire Boulevard Upper Pressure Plane Water Line	\$ 1,477,100
G-F	12-inch Village Creek Lower Pressure Plane Water Line	\$ 1,823,900
G-G	12-inch Wicker Hill Road Upper Pressure Plane Water Line	\$ 846,200
G-H	12-inch Village Creek Lower & FM 731 Pressure Plane Water Line	\$ 929,900
<b>Growth / Development Total</b>		<b>\$ 13,234,000</b>

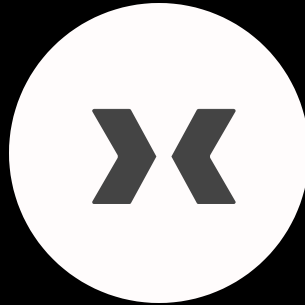
Project Number	Wastewater Project Name	Cost
<b>Existing Capacity Restriction Improvement</b>		
C-C	Village Creek Basin 27/30-inch Wastewater Replacement	\$ 8,328,700
C-D	Village Creek Basin 12-inch Wastewater Replacement	\$ 1,022,600
<b>Capacity Restriction Improvement Total</b>		<b>\$ 9,351,300</b>
<b>Future Capacity Restriction Improvement</b>		
C-A	Town Creek Basin 36/42-inch Parallel Interceptor	\$ 6,758,900
C-B	Town Creek Basin I-35W 30-inch Parallel Interceptor	\$ 3,955,100
C-E	Town Creek Parkview Drive 10-inch Wastewater Replacement	\$ 829,800
C-F	Willow Creek Basin Wilshire Boulevard 15-inch Parallel Interceptor	\$ 7,071,400
C-G	Willow Creek Basin Wilshire Boulevard 12-inch Parallel Interceptor	\$ 3,298,000
<b>Capacity Restriction Improvement Total</b>		<b>\$ 21,913,200</b>
<b>Growth / Development Improvement</b>		
G-A	Quil Miller Creek Basin North 10-inch Collector Line	\$ 1,517,500
G-B	Town Creek Basin East Hyder Ranch 12-inch Collector Line	\$ 1,243,900
G-C	Shannon Creek Basin West Hyder Ranch 12-inch Collector Line	\$ 1,372,500
G-D	Shannon Creek Basin SW Hulen Street 12-inch Collector Line	\$ 1,746,200
G-E	Shannon Creek Basin 10-inch Collector Line	\$ 1,181,100
G-F	Shannon Creek Basin County Road 1020 12-inch Collector Line	\$ 1,734,200
G-G	The Lakes 10/12-inch Collector Line	\$ 2,250,000
G-H	Burleson Westside Business Park Lift Station Force Main / Collector	\$ 6,375,500
G-I	Chisholm West Lift Station Force Main / Collector	\$ 7,144,000
G-J	Chisholm Trail Lift Station Force Main / Collector	\$ 1,426,300
G-K	Quil Miller Creek I-35W 15-inch Interceptor	\$ 4,301,200
G-L	Martin Tract Lift Station Force Main / Collector	\$ 3,588,000
G-M	I-35 West Lift Station Force Main / Collector	\$ 4,288,500
G-N	Industrial Park I Lift Station Force Main / Collector	\$ 8,819,100
G-O	Industrial Park II Lift Station Force Main / Collector	\$ 10,499,400
<b>Growth / Development Improvement Total</b>		<b>\$ 57,487,400</b>
<b>Grand Total</b>		<b>\$ 88,751,900</b>

# OPTIONS

RECOMMENDED



**Approve a minute order  
adopting the Mobility Plan and  
Water and Wastewater Master  
Plan as presented**



**Approve a minute order  
adopting the Mobility Plan and  
Water and Wastewater Master  
Plan with changes**



**Deny a minute order adopting  
the Mobility Plan and Water  
and Wastewater Master Plan**

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## City Council Regular Meeting

**DEPARTMENT:** Public Works & Engineering  
**FROM:** Errick Thompson, P.E., Director  
**MEETING:** November 13, 2023

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**SUBJECT:**

Hold a Public Hearing and consider approval of an ordinance amending the Roadway Impact Fee Ordinance (CSO#1479-08-2020); finding that the meeting at which this ordinance is passed was open to the public and that the recitals are true; containing a severability clause, cumulative clause, and effective date. (*First Reading*) (*Staff Contact: Errick Thompson, Director of Public Works & Engineering*)

**SUMMARY:**

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

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

The City of Burleson first adopted impact fees for roadway infrastructure in 2017. City Council appointed eight members to the Capital Improvements Program Advisory Committee in March 2023 and, most recently, a ninth member in September 2023. The committee met a total of five times over a three-month period to review the land use assumptions, capital improvement plan, and roadway impact fee study completed by the City’s consultant. After reviewing all of the information presented, the committee recommended increasing the impact fee collection to the maximum allowable by state law. These recommendations were presented to the City Council on October 2, 2023.

**OPTIONS:**

- 1) Approve an ordinance amending the Roadway Impact Fee Ordinance (CSO#1479-08-2020); finding that the meeting at which this ordinance is passed was open to the public and that the recitals are true; containing a severability clause, cumulative clause, and effective date. (*First Reading*)
- 2) Deny an ordinance amending the Roadway Impact Fee Ordinance (CSO#1479-08-2020); finding that the meeting at which this ordinance is passed was open to the public and that the recitals are true; containing a severability clause, cumulative clause, and effective date. (*First Reading*)

**RECOMMENDATION:**

Approve an ordinance amending the Roadway Impact Fee Ordinance (CSO#1479-08-2020); finding that the meeting at which this ordinance is passed was open to the public and that the recitals are true; containing a severability clause, cumulative clause, and effective date. (*First Reading*)

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

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

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

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

**STAFF CONTACT:**

Errick Thompson, P.E., CFM®  
Director of Public Works & Engineering  
[ethompson@burlesontx.com](mailto:ethompson@burlesontx.com)  
817-426-9610



# Impact Fee Update Ordinances

City Council

November 13, 2023







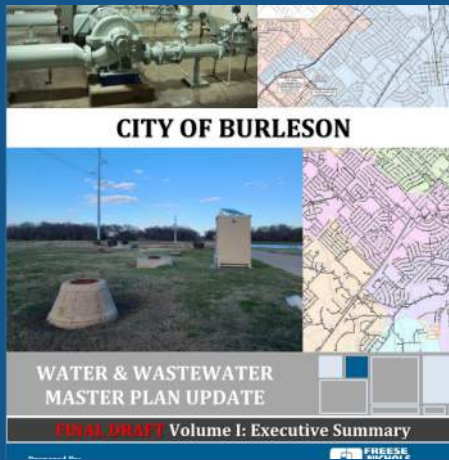
# Impact Fees in Burleson

Established for water and wastewater infrastructure November 2005

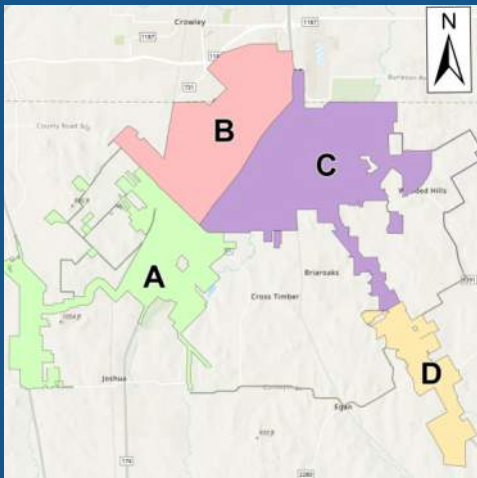
- Assessed fees revised six times between 2010 and 2019
- 2017 and 2018 only the water assessed fee changed
- 2019 only the wastewater assessed fee changed

Established for roadway infrastructure March 2017 and 2023 is the first time the analysis has been updated for potential changes





For water and wastewater impact fees, only capital projects **within** the City's Certificate of Convenience and Necessity (CCN) **and included** in the Water/Wastewater Impact Fee Capital Improvement Program are eligible for funding from impact fees collected in that service area



Service Areas for  
Roadway Impact Fees

For roadway impact fees, only capital projects **within** a given service area **and included** in the Roadway Impact Fee Capital Improvement Program are eligible for funding from impact fees collected in that service area

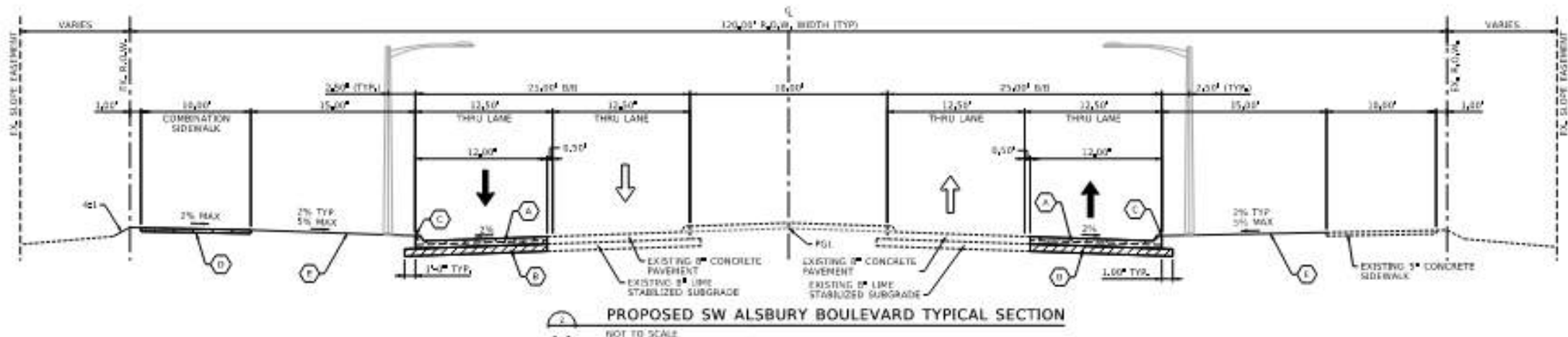
### Key **Policy** Decisions for City Council:

At what levels will fees be set?

When will the new fees be effective?

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

1. Right-of-Way / Easement Acquisition
2. Design / Survey
3. Construction of infrastructure included on capital improvements plan encompasses the following:
  - Drainage associated with new roadways
  - Intersection improvements
  - Improvements that increase roadway capacity
  - Offsite utility improvements that increase capacity (FW water line)
4. Payment on debt issued for total cost of infrastructure included on capital improvement plan within the impact fee study (improvements that increase capacity of the system)



# WHAT IMPACT FEES **CANNOT** BE USED ON

1. Infrastructure maintenance costs
2. Improvements within the extraterritorial jurisdiction (ETJ)
3. Traffic calming
4. Infrastructure improvements that do NOT increase capacity
5. Administrative / operational costs incurred by staff







Council appointed a new and expanded Capital Improvements Program Advisory Committee (CIPAC) of nine members

## Scope of the CIPAC

Eight (8) members appointed 3/2023

Ninth member appointed 9/2023

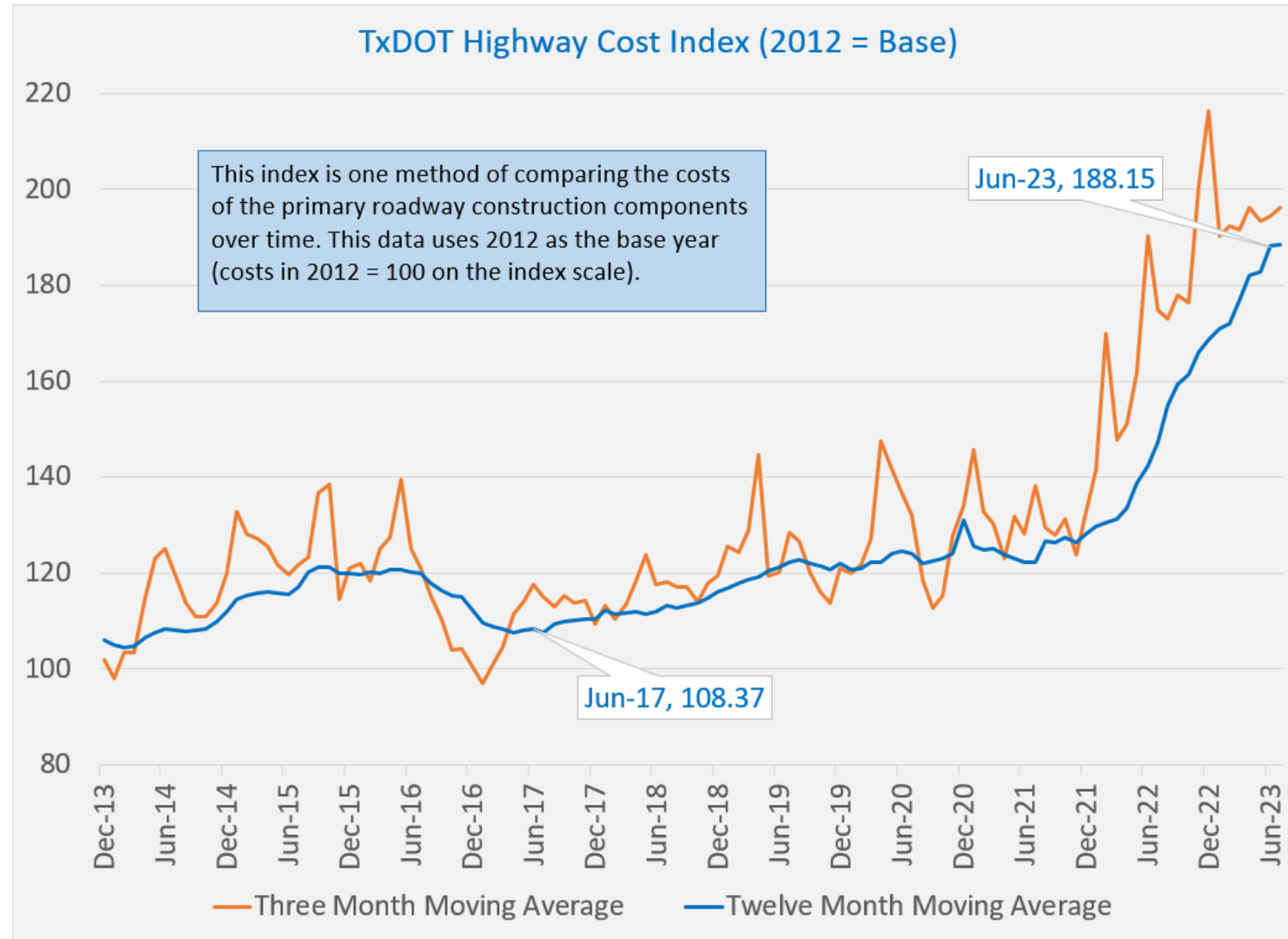
File semi-annual reports on impact fee programs

Review analyses of consultants responsible for impact fee studies at least every five years

- Land Use Assumptions
- Impact Fee Capital Improvement Programs
- Calculated Maximum Assessable Fees

Provide recommendations to City Council for updates to impact fees (presented October 2, 2023)

# Public Infrastructure Construction Continues to Get More Expensive



# Recommended Impact Fee Ordinances

## Revise assessed fees

- Roadway and water/wastewater impact fee program
- Based on Council-appointed advisory committee's recommendations
- Presentation to City Council - October 2, 2023

## Effective date for new assessed fees: January 1, 2024

- Projects platted after this date would be assessed at the new rates.
- Projects currently platted were assessed based on the impact fees in place at that time and even if they have not begun construction, their impact fees are already established provided the development proceeds as currently platted.
- Projects requiring re-plats after the effective date would be assessed at the new rates.

## Roadway Impact Fee Ordinance - Minor text amendments

- Added provision to assess a shell or speculative building in GR or C zoning district as a "Strip Retail Plaza". At the time of the "finish out" permit, the difference of the ultimate use and strip retail plaza shall be collected at time of building permit.
- Newly annexed areas shall be immediately added into the nearest, adjacent Roadway Service Area as long as it complies with the distance requirements in Chapter 395 of the Texas Local Govt Code. For roadway facilities, the service area is limited and shall not exceed 6 miles.

## No text amendments recommended for the Water/Wastewater Impact Fee Ordinance

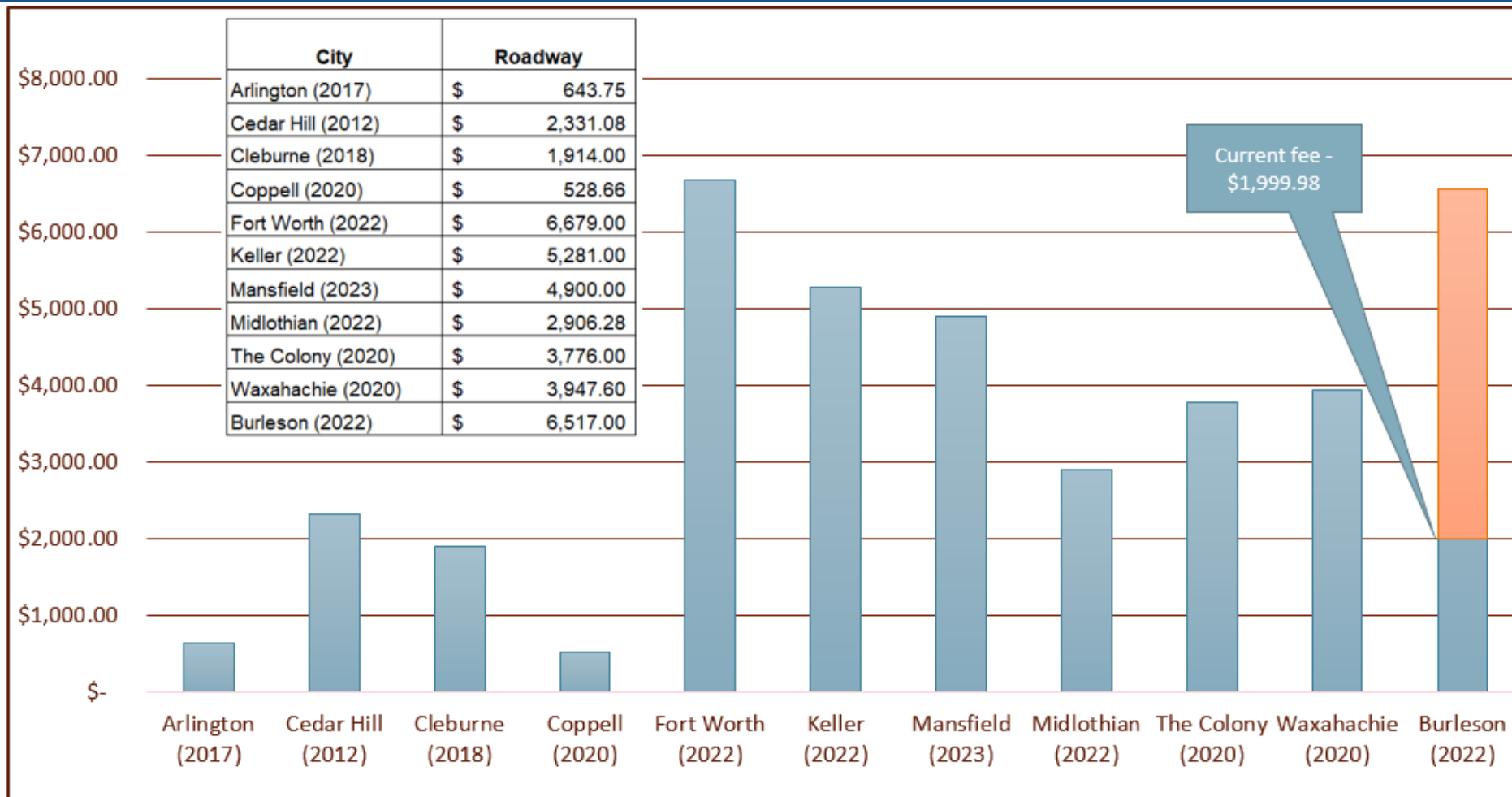


# Roadway Impact Fees

<div> <div>Current Rates</div> <div>CIPAC Recommended</div> </div> <div> <b>Exhibit B - Schedule 2</b>  Roadway Impact Fee Collection Rate Per Service Unit </div>												
Assessment Date	Properties platted on or before 3/6/2017; and					Between 3/7/2017 and 12/31/2023; and			On or after 1/1/2024; and			
Building Permit Application	On or before 3/6/2018			On or after 3/7/2018								
Service Areas	Land Use Type			Land Use Type			Land Use Type			Land Use Type		
	Residential	Non-Residential	Industrial	Residential	Non-Residential	Industrial	Residential	Non-Residential	Industrial	Residential	Non-Residential	Industrial
A	No Roadway Impact Fee Due			\$408.16	\$300.00	\$200.00	\$408.16	\$300.00	\$200.00	\$1,632.00	\$1,632.00	\$1,632.00
B				\$408.16	\$300.00	\$200.00	\$408.16	\$300.00	\$200.00	\$703.00	\$703.00	\$703.00
C*				\$408.16	\$300.00	\$200.00	\$408.16	\$300.00	\$200.00	\$1,954.00	\$1,954.00	\$1,954.00
D				\$408.16	\$300.00	\$0.00	\$408.16	\$300.00	\$0.00	\$1,365.00	\$1,365.00	\$1,365.00

# Roadway Impact Fee Benchmarking

For a Single-family Residence - Assessed Fees Shown

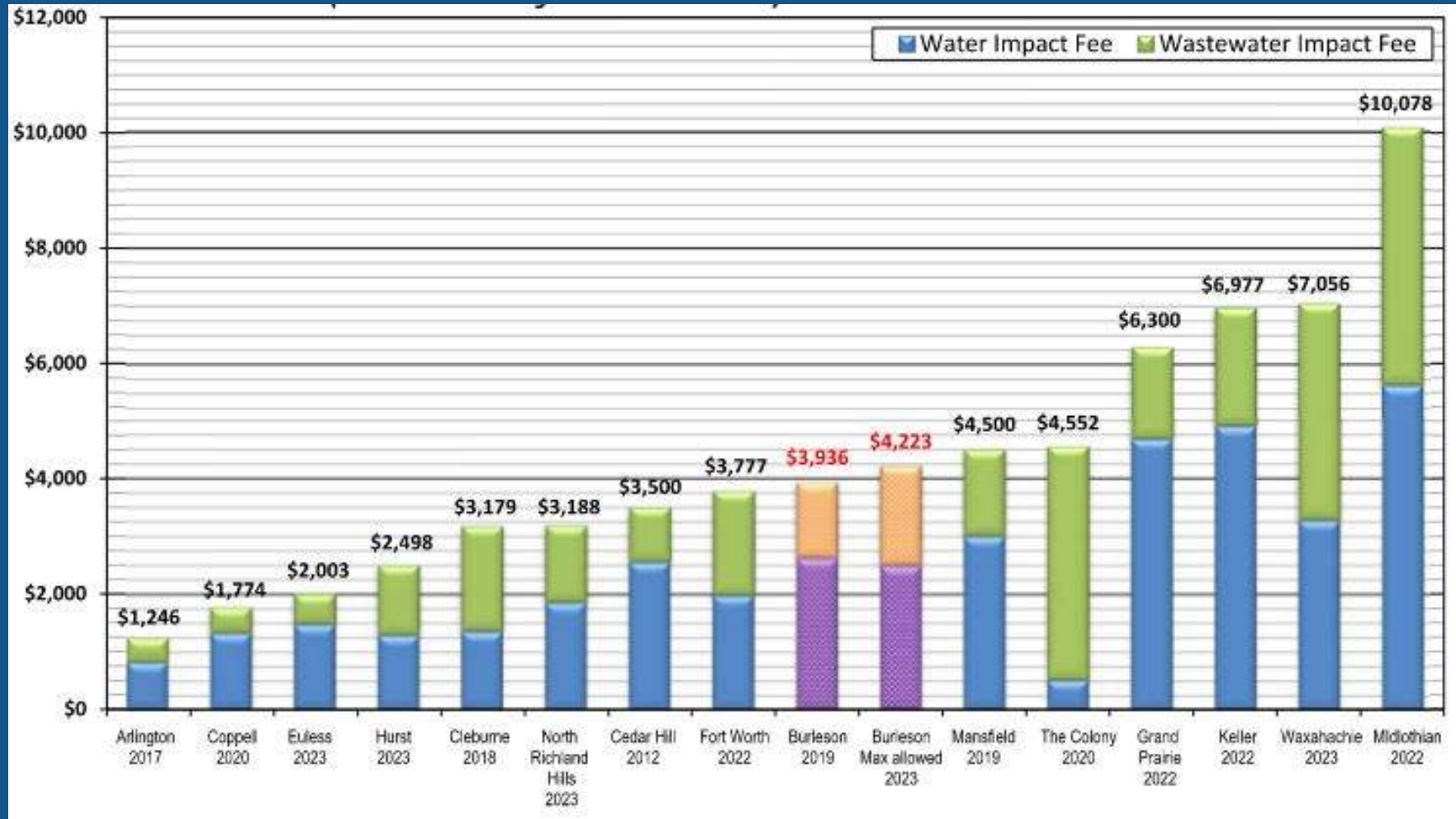


# Water and Wastewater Impact Fees

		Current Rates		CIPAC Recommended	
		Current Rates at Max Allowable		Recommended Rates	
Meter Size	Service Unit Equivalent	Water Impact Fee	Wastewater Impact Fee	Water Impact Fee	Wastewater Impact Fee
		City of Burleson - Maximum Allowable	City of Burleson - Maximum Allowable	City of Burleson - Maximum Allowable	City of Burleson - Maximum Allowable
5/8"	1	\$2,624	\$1,312	\$2,492	\$1,731
3/4"	1.5	\$3,936	\$1,968	\$3,738	\$2,597
1"	2.5	\$6,560	\$3,280	\$6,230	\$4,328
1 1/2"	5	\$13,120	\$6,560	\$12,460	\$8,655
2"	8	\$20,992	\$10,496	\$19,936	\$13,848
3"	16	\$41,984	\$20,992	\$39,872	\$27,696
4"	25	\$65,600	\$32,800	\$62,300	\$43,275
6"	50	\$131,200	\$65,600	\$124,600	\$86,550
8"	80	\$209,920	\$104,960	\$199,360	\$138,480
10"	115	\$301,760	\$150,880	\$286,580	\$199,065

# Water / Wastewater Impact Fee Benchmarking

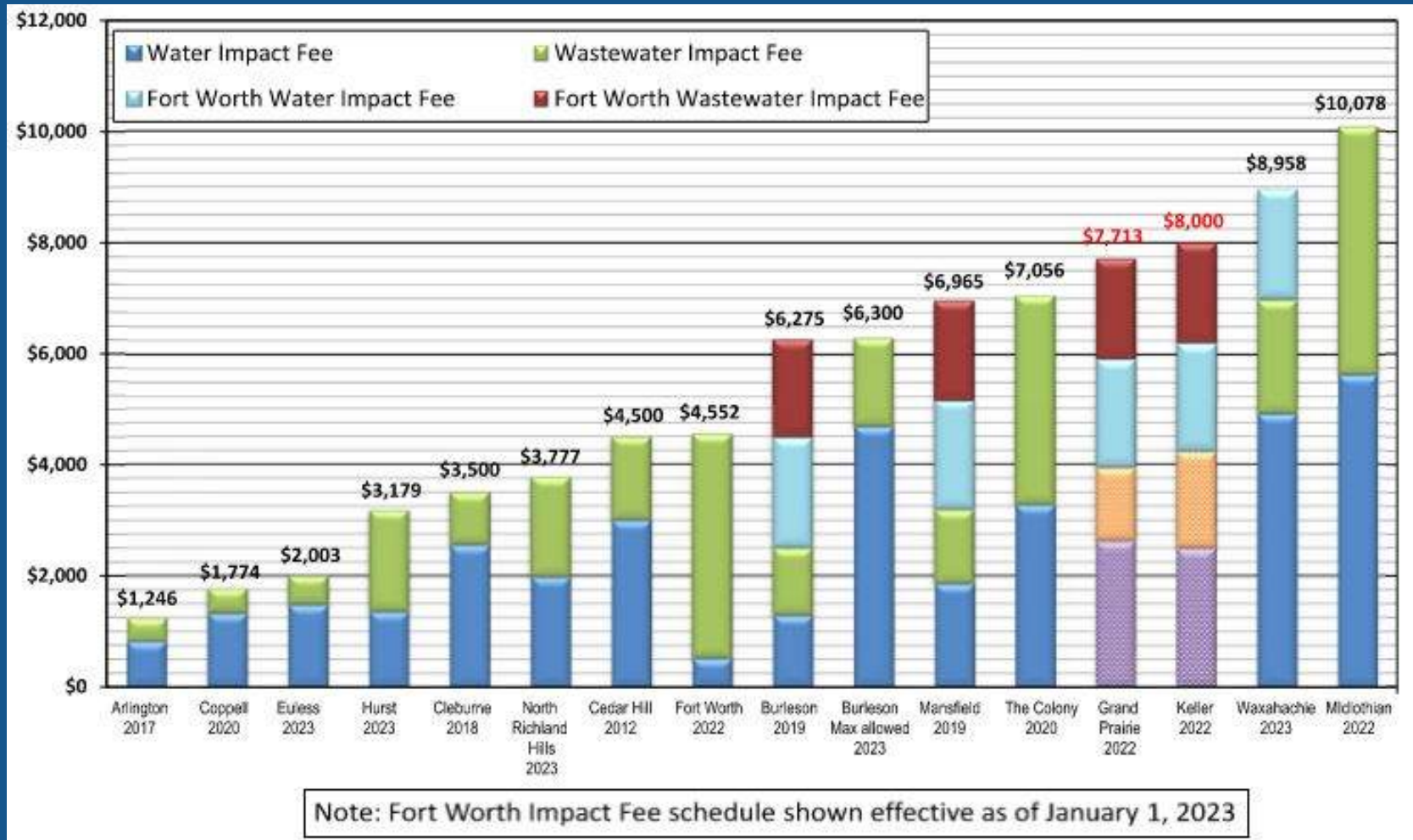
For a Single-family Residence - Assessed Fees Shown (except Burleson 2023 Max Allowable)





# Water / Wastewater Impact Fee Benchmarking

For a Single-family Residence Including Fort Worth Pass Through Impact Fees



## FEE SUMMARY FOR SINGLE FAMILY HOME

Fee	Current	CIPAC-Recommended (for impact fees)
Roadway Impact Fee	Average of Areas: \$2,000	Average of Areas: \$6,517
Service Area A	\$2,000	\$7,524
Service Area B	\$2,000	\$3,241
Service Area C	\$2,000	\$9,008
Service Area D	\$2,000	\$6,293
Water Impact Fee (based on 5/8" meter)	\$2,624	\$2,492
Wastewater Impact Fee (based on 5/8" meter)	\$1,312	\$1,731
Building Permit (based on an average 3,086sf home at current \$0.60/sf)	\$1,852	\$1,852
<b>Total</b> (using average Roadway Impact Fee of the 4 service areas)	<b>\$7,788</b>	<b>\$12,592</b>





## Discussion and Feedback

## **ORDINANCE**

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

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

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

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

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

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

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

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

### **SECTION 1.**

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

### **ARTICLE III. - ROADWAY IMPACT FEES**

- Sec 44-151.** Short Title. This Ordinance shall be known and cited as the “Burleson Roadway Impact Fee Regulations”.
- Sec. 44-152.** Findings Incorporated. The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein and are hereby found to be true and correct factual and legislative determinations of the City of Burleson, Texas.
- Sec. 44-153.** Purpose. This Ordinance is intended to assure the provision of adequate roadway facilities to serve New Development in the City by requiring each development to pay a share of the costs of such Capital Improvements or Roadway Facility expansions necessitated by and attributable to such New Development.
- Sec. 44-154.** Authority. This Ordinance is adopted pursuant to Texas Local Government Code (TLGC) Chapter 395 and the Burleson City Charter. Chapter 395 supplements this Ordinance to the extent that its provisions may be applicable hereto and, to such extent, its provisions are incorporated herein by reference. The provisions of this Ordinance shall not be construed to limit the power of the City to utilize other methods authorized under State law or pursuant to other City powers to accomplish the purposes set forth herein, either in substitution or in conjunction with this Ordinance. Guidelines may be developed by ordinance, resolution, or otherwise to implement and administer this Ordinance.
- Sec. 44-155.** Applicability. The provisions of this Ordinance apply to all new development within the corporate boundaries of the City. The provisions of this article apply uniformly within each Roadway Service Area.
- Sec 44-156.** Incorporation of Land Use Assumptions and Roadway Impact Fee Capital Improvements Plan. The Roadway Impact Fee Capital Improvements Plan and Land Use Assumptions identifying Capital Improvements or Facility Expansions pursuant to which Roadway Impact Fees may be assessed, as considered and adopted by the City Council Resolution No. CSO#532-10-2016 at the October 17, 2016 public hearing and with the Roadway Impact Fee Study as referenced in **Exhibit A** hereto is incorporated herein by reference for all purposes, including any future amendments thereto.
- Sec. 44-157.** Definitions. In this Article:
- A. Assessment means the determination of the amount of the Maximum Assessable Roadway Impact Fee per Service Unit which can be imposed on New Development pursuant to this Ordinance.

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

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

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

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

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



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

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

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

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

Impact Fees for the New Development shall be attached to the development application as a condition of approval.

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

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

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

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

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

- F. Where an application for a building permit is for a “shell” or speculative building on a parcel zoned “GR”, General Retail or “C”, Commercial, the amount of the roadway impact fee will be calculated assuming the entire building will be used as a “Strip Retail Plaza” as shown on **Exhibit C, Land Use Equivalency Table**. Where a subsequent application for a building permit is made for the finish-out of the shell building, or portion thereof, for the ultimate use, an additional roadway impact fee shall be charged and paid if the ultimate use is different from a “Strip Retail Plaza.”
- G. The City may vary the rates of collection or amount of Roadway Impact Fees per Service Unit among or within Service Areas in order to reasonably further goals and policies affecting the adequacy of roadway facilities serving New Development, or other regulatory purposes affecting the type, quality, intensity, economic development potential or development timing of land uses within such Service Areas.
- H. The Maximum Assessable Roadway Impact Fee per Service Unit for Roadway Facilities, as may be amended from time to time, hereby is declared to be an approximate and appropriate measure of the impacts generated by a new unit of development on the City's Roadway System. To the extent that the Roadway Impact Fee Collection Rate charged against a New Development, as may be amended from time to time, is less than the Maximum Assessable Roadway Impact Fee per Service Unit assessed, such difference hereby is declared to be founded on policies unrelated to measurement of the impacts of the New Development on the City's roadway system. The Maximum Assessable Roadway Impact Fee may be used in evaluating any claim by a property owner that the dedication or construction of a Capital Improvement within a Service Area imposed as a condition of development approval pursuant to the City's subdivision or development regulations is disproportionate to the impacts created by the development on the City's Roadway System.

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

- A. The Credit shall be associated with the plat or other detailed plan of development for the property that is to be served by the Roadway Facility.
- B. Master Planned Community projects, including subdivisions containing multiple phases, and whether approved before or after the effective date of these Impact Fee regulations, may apply for Credits against Roadway Impact Fees for the entire project based upon contributions of land, improvements or funds toward construction of system facilities. Credits shall be determined by comparing costs of Roadway Capital Improvements supplied by the project with the costs of Roadway Capital Improvements to be utilized by development within the project,

utilizing a methodology approved by the City. The Credit determination shall be incorporated within an agreement for Credits, in accordance with this Ordinance. The Roadway requirements of an agreement for Credits shall not be less than what is required by the Burleson Development Code.

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

- (a) Funds expended under the agreement for Roadway Facilities shall first be credited against the amount of Roadway Impact Fees that would have been due under **Exhibit B, Schedule 2** for those units of development for which building permits already have been issued;
  - (b) Any remaining funds shall be credited against Impact Fees due for the development under **Exhibit B, Schedule 2** at the time building permits are issued.
- E. Credits for construction of Capital Improvements shall be deemed created when the Capital Improvements are completed and the City has accepted the facility, or in the case of Capital Improvements constructed and accepted prior to the Effective Date of this Ordinance, on such effective date. Credits created after the Effective Date of this Ordinance shall expire ten (10) years from the date the Credit was created. Credits arising prior to such Effective Date shall expire ten (10) years from such effective date. Upon application by the property owner, the City may agree to extend the expiration date for the Credit on mutually agreeable terms.
- F. Unless an agreement for Credits, as described herein, is executed providing for a different manner of applying Credits against Roadway Impact Fees due, a Credit associated with a plat shall be applied at the time of application for the first building permit and, at each building permit application thereafter, to reduce Impact Fees due until the Credit is exhausted.
- G. An owner of a New Development who has constructed or financed a Roadway Capital Improvement or Roadway Facility expansion designated in the Roadway Impact Fee Capital Improvements Plans, or other Roadway Capital Improvement that supplies excess capacity, as required or authorized by the City, shall enter into an agreement with the City to provide for Credits against Roadway Impact Fees due for the development in accordance with this paragraph. The agreement shall identify the basis for and the method for computing and the amount of the Credit due and any reduction in Credits attributable to consumption of road capacity by developed lots or tracts served by the Roadway Capital Improvements. For multi-phased projects, the City may require that total Credits be proportionally allocated among the phases. If authorized by the City, the agreement also may provide for allocation of Credits among New Developments within the project, and provisions for the timing and collection of Impact Fees.

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

to pay the principal sum and interest and other finance costs on bonds, notes or other obligations issued by or on behalf of the City to finance such roadway improvements or facility expansions. Roadway Impact Fees may also be used to pay fees actually contracted to be paid to an independent qualified engineer or financial consultant for preparation of or updating the Roadway Impact Fee Capital Improvements Plan. The Capital Improvements Advisory Committee shall recommend a Roadway Impact Fee Funding Plan identifying the projects to be funded with Roadway Impact Fees. City Council shall have final approval of the funding plan. Impact Fees collected may not be used to pay for the expenses prohibited by Statute.

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

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

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



design, and improvement standards and requirements, or any other aspect of the development of land or provision of public improvements subject to the zoning and subdivision regulations or other regulations and policies of the City, which shall be operative and remain in full force and effect without limitation with respect to all such development.

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

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

**Sec. 44-169. Refunds**

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

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

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

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

appropriateness of the trip generation rates for the proposed development. An applicant may also include an alternative Service Unit calculation.

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

## **SECTION 2**

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

## **SECTION 3**

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

## **SECTION 4**

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

for any damage that might accrue to persons or property as a result of any act required or permitted in the discharge of said duties.

## SECTION 5

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

## SECTION 6

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

## SECTION 7

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

AND IT IS SO ORDAINED.

**PASSED AND APPROVED** the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**First Reading:** the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**Final Reading:** the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Chris Fletcher, Mayor  
City of Burleson, Texas

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Amanda Campos, City Secretary

\_\_\_\_\_  
E. Allen Taylor, Jr., City Attorney

**EXHIBIT A**

**(ROADWAY IMPACT FEE STUDY DATED XX.XX.XX)**

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

## **EXHIBIT B**

### **SCHEDULE 1**

#### **MAXIMUM ASSESSABLE ROADWAY IMPACT FEE PER SERVICE UNIT**

<b><u>Exhibit B - Schedule 1</u></b>	
<b>Service Areas</b>	<b>Maximum Assessable Roadway Impact Fee Per Service Unit</b>
Service Area A	\$ 1,632
Service Area B	\$ 703
Service Area C	\$ 1,954
Service Area D	\$ 1,365

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

### **SCHEDULE 2**

#### **ROADWAY IMPACT FEE COLLECTION RATE PER SERVICE UNIT**

<b><u>Exhibit B - Schedule 2</u></b>												
Roadway Impact Fee Collection Rate Per Service Unit												
Assessment Date	Properties platted on or before 3/6/2017; and						Between 3/7/2017 and 12/31/2023; and			On or after 1/1/2024; and		
Building Permit Application Date	On or before 3/6/2018			On or after 3/7/2018								
Service Areas	Land Use Type			Land Use Type			Land Use Type			Land Use Type		
	Residential	Non-Residential	Industrial	Residential	Non-Residential	Industrial	Residential	Non-Residential	Industrial	Residential	Non-Residential	Industrial
<b>A</b>	No Roadway Impact Fee Due			\$408.16	\$300.00	\$200.00	\$408.16	\$300.00	\$200.00	\$1,632.00	\$1,632.00	\$1,632.00
<b>B</b>				\$408.16	\$300.00	\$200.00	\$408.16	\$300.00	\$200.00	\$703.00	\$703.00	\$703.00
<b>C*</b>				\$408.16	\$300.00	\$200.00	\$408.16	\$300.00	\$200.00	\$1,954.00	\$1,954.00	\$1,954.00
<b>D</b>				\$408.16	\$300.00	\$0.00	\$408.16	\$300.00	\$0.00	\$1,365.00	\$1,365.00	\$1,365.00

Exceptions:

\* Development in Service Area C which is located in the Old Town Overlay District and meets or exceeds the criteria of a Mixed-Use development shall be exempt.



## EXHIBIT C (LAND USE EQUIVALENCY TABLE)

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



# **EXHIBIT C** **(ROADWAY IMPACT FEE PER DEVELOPMENT UNIT PER SERVICE AREA)**

Land Use Category	Development Unit	Veh-Mi Per Dev Unit	Service Area A	Service Area B	Service Area C	Service Area D
<b>PORT AND TERMINAL</b>						
Intermodal Truck Terminal	1,000 SF GFA	11.22	\$ 18,311.04	\$ 7,887.86	\$ 21,923.88	\$ 15,315.30
<b>INDUSTRIAL</b>						
General Light Industrial	1,000 SF GFA	3.90	\$ 6,364.80	\$ 2,741.70	\$ 7,620.80	\$ 5,323.50
Industrial Park	1,000 SF GFA	2.04	\$ 3,329.28	\$ 1,434.12	\$ 3,986.16	\$ 2,784.60
Warehousing	1,000 SF GFA	1.08	\$ 1,762.56	\$ 759.24	\$ 2,110.32	\$ 1,474.20
Mini-Warehouse	1,000 SF GFA	0.90	\$ 1,468.80	\$ 632.70	\$ 1,758.60	\$ 1,228.50
<b>RESIDENTIAL</b>						
Single-Family Detached Housing	Dwelling Unit	4.61	\$ 7,523.52	\$ 3,240.83	\$ 9,007.94	\$ 6,292.65
Apartment/Multi-Family	Dwelling Unit	2.50	\$ 4,080.00	\$ 1,757.50	\$ 4,885.00	\$ 3,412.50
Residential Condominium/Townhome	Dwelling Unit	1.76	\$ 2,872.32	\$ 1,237.28	\$ 3,439.04	\$ 2,402.40
Senior Adult Housing-Single-Family	Dwelling Unit	1.47	\$ 2,399.04	\$ 1,033.41	\$ 2,872.38	\$ 2,006.55
Senior Adult Housing-Mul	Dwelling Unit	1.23	\$ 2,007.36	\$ 864.69	\$ 2,403.42	\$ 1,678.95
Assisted Living	Beds	1.18	\$ 1,925.76	\$ 829.54	\$ 2,305.72	\$ 1,610.70
<b>LODGING</b>						
Hotel	Room	1.90	\$ 3,100.80	\$ 1,335.70	\$ 3,712.60	\$ 2,593.50
Motel / Other Lodging Facilities	Room	1.16	\$ 1,893.12	\$ 815.48	\$ 2,266.64	\$ 1,583.40
<b>RECREATIONAL</b>						
Golf Driving Range	Tee	4.91	\$ 8,013.12	\$ 3,451.73	\$ 9,594.14	\$ 6,702.15
Golf Course	Acre	1.10	\$ 1,795.20	\$ 773.30	\$ 2,149.40	\$ 1,501.50
Recreational Community Center	1,000 SF GFA	9.83	\$ 16,042.56	\$ 6,910.49	\$ 19,207.82	\$ 13,417.95
Ice Skating Rink	1,000 SF GFA	5.23	\$ 8,535.36	\$ 3,676.69	\$ 10,219.42	\$ 7,138.95
Miniature Golf Course	Hole	1.30	\$ 2,121.60	\$ 913.90	\$ 2,540.20	\$ 1,774.50
Movie Theater	Screens	54.86	\$ 89,531.52	\$ 38,566.58	\$ 107,196.44	\$ 74,883.90
Racquet/Tennis Club	Court	15.01	\$ 24,496.32	\$ 10,552.03	\$ 29,329.54	\$ 20,488.65
<b>INSTITUTIONAL</b>						
Church	1,000 SF GFA	2.04	\$ 3,329.28	\$ 1,434.12	\$ 3,986.16	\$ 2,784.60
Day Care Center	1,000 SF GFA	10.90	\$ 17,788.80	\$ 7,662.70	\$ 21,298.60	\$ 14,878.50
Elementary School	Students	0.28	\$ 456.96	\$ 196.84	\$ 547.12	\$ 382.20
Middle School/Junior High School	Students	0.26	\$ 424.32	\$ 182.78	\$ 508.04	\$ 354.90
High School	Students	0.25	\$ 408.00	\$ 175.75	\$ 488.50	\$ 341.25
Junior/Community College	Students	0.57	\$ 930.24	\$ 400.71	\$ 1,113.76	\$ 778.05
University / College	Students	0.78	\$ 1,272.96	\$ 548.34	\$ 1,524.12	\$ 1,064.70
<b>MEDICAL</b>						
Clinic	1,000 SF GFA	18.19	\$ 29,686.08	\$ 12,787.57	\$ 35,543.26	\$ 24,829.35
Hospital	1,000 SF GFA	4.24	\$ 6,919.68	\$ 2,980.72	\$ 8,284.96	\$ 5,787.60
Nursing Home	Beds	0.69	\$ 1,126.08	\$ 485.07	\$ 1,348.26	\$ 941.85
Animal Hospital/Veterinary Clinic	1,000 SF GFA	12.18	\$ 19,877.76	\$ 8,562.54	\$ 23,799.72	\$ 16,625.70
<b>OFFICE</b>						
Corporate Headquarters Building	1,000 SF GFA	7.80	\$ 12,729.60	\$ 5,483.40	\$ 15,241.20	\$ 10,647.00
General Office Building	1,000 SF GFA	8.84	\$ 14,100.48	\$ 6,073.92	\$ 16,882.56	\$ 11,793.60
Medical-Dental Office Building	1,000 SF GFA	19.37	\$ 31,611.84	\$ 13,617.11	\$ 37,848.98	\$ 26,440.05
Single Tenant Office Building	1,000 SF GFA	10.56	\$ 17,233.92	\$ 7,423.68	\$ 20,634.24	\$ 14,414.40
Office Park	1,000 SF GFA	7.80	\$ 12,729.60	\$ 5,483.40	\$ 15,241.20	\$ 10,647.00
<b>COMMERCIAL</b>						
<b>Automobile-related</b>						
Automobile Care Center	1,000 SF Occ. GLA	4.17	\$ 6,905.44	\$ 2,931.51	\$ 8,148.18	\$ 5,692.05
Automobile Parts Sales	1,000 SF GFA	6.22	\$ 10,151.04	\$ 4,372.66	\$ 12,153.88	\$ 8,490.30
Gasoline/Service Station	Vehicle Fueling Position	4.84	\$ 7,898.88	\$ 3,402.52	\$ 9,457.36	\$ 6,606.60
Gasoline/Service Station w/ Conv Market	Vehicle Fueling Position	2.77	\$ 4,520.64	\$ 1,947.31	\$ 5,412.58	\$ 3,781.05
Automobile Sales (New)	1,000 SF GFA	4.33	\$ 7,066.56	\$ 3,043.99	\$ 8,460.82	\$ 5,910.45
Quick Lubrication Vehicle Shop	Servicing Positions	6.49	\$ 10,591.68	\$ 4,562.47	\$ 12,681.46	\$ 8,858.85
Self-Service Car Wash	Stall	1.99	\$ 3,247.68	\$ 1,398.97	\$ 3,888.46	\$ 2,716.35
Tire Store	1,000 SF GFA	6.02	\$ 9,824.64	\$ 4,232.06	\$ 11,763.08	\$ 8,217.30
<b>Dining</b>						
Fast Food Restaurant with Drive-Thru Window	1,000 SF GFA	46.59	\$ 76,034.88	\$ 32,752.77	\$ 91,036.86	\$ 63,595.35
Fast Food Restaurant without Drive-Thru Window	1,000 SF GFA	46.84	\$ 76,442.88	\$ 32,928.52	\$ 91,525.36	\$ 63,936.60
High Turnover (Sit-Down) Restaurant	1,000 SF GFA	15.69	\$ 25,606.08	\$ 11,030.07	\$ 30,658.26	\$ 21,416.85
Fine Dining Restaurant	1,000 SF GFA	13.28	\$ 21,672.96	\$ 9,335.84	\$ 25,949.12	\$ 18,127.20
Coffee/Donut Shop with Drive-Thru Window	1,000 SF GFA	26.56	\$ 43,345.92	\$ 18,671.68	\$ 51,898.24	\$ 36,254.40
<b>Other Retail</b>						
Free-Standing Discount Store	1,000 SF GFA	9.52	\$ 15,536.64	\$ 6,692.56	\$ 18,602.08	\$ 12,994.80
Nursery (Garden Center)	1,000 SF GFA	13.61	\$ 22,211.52	\$ 9,567.83	\$ 26,593.94	\$ 18,577.65
Home Improvement Superstore	1,000 SF GFA	3.33	\$ 5,434.56	\$ 2,340.99	\$ 6,506.82	\$ 4,545.45
Pharmacy/Drugstore w/o Drive-Thru Window	1,000 SF GFA	11.20	\$ 18,278.40	\$ 7,873.60	\$ 21,884.80	\$ 15,288.00
Pharmacy/Drugstore w/ Drive-Thru Window	1,000 SF GFA	14.64	\$ 23,892.48	\$ 10,291.92	\$ 28,606.56	\$ 19,983.60
Shopping Center (>150k)	1,000 SF GFA	6.27	\$ 10,232.64	\$ 4,407.81	\$ 12,251.58	\$ 8,558.55
Shopping Plaza (40-150k)	1,000 SF GFA	9.60	\$ 15,667.20	\$ 6,748.80	\$ 18,758.40	\$ 13,104.00
Strip Retail Plaza (<40k)	1,000 SF GFA	12.18	\$ 19,877.76	\$ 8,562.54	\$ 23,799.72	\$ 16,625.70
Supermarket	1,000 SF GFA	16.04	\$ 26,177.28	\$ 11,276.12	\$ 31,342.16	\$ 21,894.60
Toy/Children's Superstore	1,000 SF GFA	9.80	\$ 15,993.60	\$ 6,889.40	\$ 19,149.20	\$ 13,377.00
Department Store	1,000 SF GFA	3.84	\$ 6,266.88	\$ 2,699.52	\$ 7,503.36	\$ 5,241.60
<b>SERVICES</b>						
Walk-In Bank	1,000 SF GFA	16.23	\$ 26,487.36	\$ 11,409.89	\$ 31,713.42	\$ 22,153.95
Drive-In Bank	Drive-In Lanes	32.00	\$ 52,224.00	\$ 22,496.00	\$ 62,528.00	\$ 43,000.00
Hair Salon	1,000 SF GLA	2.27	\$ 3,704.64	\$ 1,595.81	\$ 4,435.56	\$ 3,117.00
Step 1) Determine appropriate Land Use Category Step 2) Determine the amount of development units from the corresponding Development Unit column. Step 3) Multiply the number of development units by the impact fee listed in the Service Area column for the Service Area the project is located in.						

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AMENDING THE ROADWAY IMPACT FEE ORDINANCE, CSO#976-02-2019 AND ARTICLE III OF CHAPTER 44 OF THE CODE OF ORDINANCES, AMENDING REGULATIONS TO PROVIDE FOR EXEMPTIONS FROM TRIGGERING A ROADWAY IMPACT FEE; PROVIDING CONSTRUCTION, SEVERABILITY, AND CONFLICT CLAUSES; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

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

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

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

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

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

**SECTION 1.**

Article III, "Roadway Impact Fees" of Chapter 44 of the Code of Ordinances, City of Burleson, Texas is hereby repealed and replaced in its entirety to read as follows:

**ARTICLE III. - ROADWAY IMPACT FEES**

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

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

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

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

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

**Sec 44-156.** Incorporation of Land Use Assumptions and Roadway Impact Fee Capital Improvements Plan. The Roadway Impact Fee Capital Improvements Plan and Land Use Assumptions identifying Capital Improvements or Facility Expansions pursuant to which Roadway Impact Fees may be assessed, as considered and adopted by the City Council Resolution No. CSO#532-10-2016 at the October 17, 2016 public hearing and with the Roadway Impact Fee Study as referenced in **Exhibit A** hereto is incorporated herein by reference for all purposes, including any future amendments thereto.

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

- A. Assessment means the determination of the amount of the Maximum Assessable Roadway Impact Fee per Service Unit which can be imposed on New Development pursuant to this Ordinance.
- B. Capital Improvement means a Roadway Facility with a life expectancy of three or more years, to be owned and operated by or on behalf of the City.
- C. Change of Use means a change in use or occupancy of any existing structure, that would otherwise have the effect of increasing the number of service units beyond those attributable to the immediately preceding use, which may include, but is not limited to, the reconstruction, redevelopment, conversion, or structural alteration, but does not include the enlargement or expansion of any structure.

- D. Calendar Year means from January 1 to December 31 in any year.
- E. City means the City of Burleson, Texas.
- F. Credit means a reduction in the amount of a Roadway Impact Fee(s), payments, or charges for approved construction or provision of the same type of Capital Improvement for which a fee has been assessed for a New Development. This is done by either by a proven decrease in the number of Service Units attributable to such development or a decrease in the amount of Roadway Impact Fees otherwise due, that results from contributions of land, improvements or funds to construct system improvements in accordance with the City's subdivision and development regulations, policies or requirements, as determined by the City.
- G. Final plat approval means authorization by City Council that the final map of a proposed subdivision meets all City standards and conditions in accordance with the City's subdivision regulations and the Mayor executes the applicant's plat and that the plat may be recorded in the office of the county clerk of Johnson or Tarrant County. The term applies both to original plats and replats.
- H. Impact Fee, or "Roadway Impact Fee", means a fee, charge, or Assessment for Roadway Facilities imposed on New Development by the City pursuant to this Ordinance in order to generate revenue to fund or recoup all or part of the costs of Capital Improvements or facility expansion necessitated by and attributable to such New Development. The term includes amortized charges, lump-sum charges, capital recovery fees, contributions in aid of construction and any other fee that functions as described by this Ordinance or the Statute. The term is inclusive of both the Maximum Assessable Roadway Impact Fee and the Roadway Impact Fee Collection Rate as herein described.
- I. Land Use Assumptions means the description of Service Areas and the projections of population and employment growth and associated changes in land uses, densities and intensities adopted by the City, as may be amended from time to time, upon which the Roadway Impact Fee Capital Improvements Plan is based.
- J. Land Use Equivalency Table means a table converting the demands for Capital Improvements generated by various land uses to numbers of Service Units, as may be amended from time to time. The land use equivalency table may be incorporated in a schedule of Impact Fee rates, attached as **Exhibit C** hereto and incorporated by reference herein.
- K. Maximum Assessable Roadway Impact Fee means the Impact Fee that is established for each Service Area computed by calculating the total projected costs of Capital Improvements necessitated by and attributable to New Development associated with the roadway CIP, and then dividing that amount by the total number of Service Units anticipated within the Service Area based upon the land use assumptions. The Maximum Assessable Roadway Impact Fee shall be established and reflected in **Exhibit B, Schedule 1**, attached hereto and incorporated herein. The City may adopt a Roadway Impact Fee Collection Rate that is less than this amount, but in no instance shall the collected Roadway Impact Fee exceed the Maximum Assessed Roadway Impact Fee.

- L. New Development means A project involving the construction, reconstruction, redevelopment, conversion, structural alteration, relocation or enlargement of any structure, or any use or extension of land, which has the effect of increasing the requirements for capital improvements or facility expansions, measured by the number of service units to be generated by such activity, and which requires either the approval and filing with the county in which the property is located of a plat pursuant to the city's subdivision regulations or the issuance of a building permit, and which has not been exempted from these regulations by provisions herein.
- M. Recoupment means the imposition of an Impact Fee to reimburse the City for Capital Improvements which the City has previously oversized to serve New Development.
- N. Roadway Impact Fee Collection Rate means the current amount of Roadway Impact Fee adopted by Burleson City Council to be paid by the property owner, as may from time to time be amended. The adopted Roadway Impact Fee Collection Rate shall be established and reflected in **Exhibit B, Schedule 2**, attached hereto and incorporated herein.
- O. Roadway means any primary and secondary arterial or major collector designated in the City's adopted Mobility Plan, as may be amended from time to time. Roadway also includes any thoroughfare designated as a numbered highway on the official federal or Texas highway system; to the extent that the City incurs Capital Improvement costs for such facility.
- P. Roadway Facility means an improvement or appurtenance to a Roadway which includes, but is not limited to, rights-of-way, whether conveyed by plat, deed or easement; intersection improvements; traffic signals; turn lanes; drainage facilities associated with the Roadway Facility; street lighting or curbs, and water and wastewater improvements affected by the Roadway Facility. Roadway Facility also includes any improvement or appurtenance to an intersection with a Roadway officially enumerated in the federal or Texas highway system, and to any improvements or appurtenances to such federal or Texas highway, to the extent that the City has incurred capital costs for such facilities, including without limitation local matching funds and costs related to utility line relocation and the establishment of curbs, gutters, sidewalks, drainage appurtenances and rights-of-way. Roadway Facility excludes those improvements or appurtenances to any Roadway which is a Site-related Facility.
- Q. Roadway Facility expansion means the expansion of the capacity of an existing roadway in the City, but does not include the repair, maintenance, modernization, or expansion of an existing roadway to better serve existing development.
- R. Roadway Impact Fee Capital Improvements Plan, or "Capital Improvements Plan" (CIP) means the adopted plan included in Exhibit A, as may be amended from time to time, which identifies the roadway facilities or Roadway Facility expansions and their costs for each roadway Service Area, which are necessitated by and which are attributable to New Development, for a period not to exceed 10 years, which are to be financed in whole or in part through the imposition of Roadway Impact Fees pursuant to this Ordinance.



- S. Service Area means a Roadway Service Area within the City's corporate boundary, within which Impact Fees for Roadway Capital Improvements or Roadway Facility expansions may be collected for New Development occurring within such area and within which fees so collected will be expended for those types of improvements or expansions identified in the Roadway Impact Fee Capital Improvements Plan applicable to the Service Area.
- T. Service Unit means a vehicle mile. A vehicle-mile shall be defined as one (1) vehicle traveling a distance of one (1) mile during the afternoon peak hour as calculated herein.
- U. Site-related Facility means an improvement or facility which is for the primary use or benefit of one or more New Developments and/or which is for the primary purpose of safe and adequate provision of Roadway Facilities to serve the New Development, including access to the development, which is not included in the Roadway Capital Improvements Plan, and for which the developer (s) or property owner(s) is solely responsible under subdivision or other applicable development regulations. Site-related Facility may include a Roadway improvement which is located offsite, within or on the perimeter of the development site.
- V. System Facility means a roadway improvement or facility expansion which is designated in the Roadway Impact Fee Capital Improvements Plan and which is not a Site-related Facility. System Facility may include a roadway improvement which is located offsite, within or on the perimeter of the development site.

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

**Sec. 44-159.** Roadway Impact Fees Adopted. The City hereby adopts the Maximum Assessable Roadway Impact Fee attached and incorporated as **Exhibit B, Schedule 1**, and the Roadway Impact Fee Collection Rate attached and incorporated as **Exhibit B, Schedule 2**. Each non-exempt New Development shall be assessed the Maximum Assessable Roadway Impact Fee and shall pay the Roadway Impact Fee Collection Rate, minus any applicable Credits, as described herein. Except as herein otherwise provided, the Assessment and collection of a Roadway Impact Fee shall be additional and supplemental to, and not in substitution of, any other tax, fee, charge or assessment which is lawfully imposed on and due against the property.

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

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

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

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

- A. Pursuant to Tex. Loc. Gov't Code Section 395.022, as amended, a public school district is not required to pay Roadway Impact Fees imposed under this Ordinance unless the board of trustees of the district consents to the payment of the fees by entering a contract with the City imposing the fees.
- B. A change in use, as defined in Section 7, is exempt from the payment of impact fees.

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

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

impact fee shall be charged and paid if the ultimate use is different from a “Strip Retail Plaza.”

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

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

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

to construct, however, shall not exceed the Maximum Assessable Roadway Impact Fee assessed against the New Development under **Exhibit B, Schedule 1**. Construction required under such policies and regulations shall be a Credit against the amount of Impact Fees otherwise due. If the costs of constructing a System Facility in accordance with the current City policies and regulations are greater than the amount of the Roadway Impact Fee Collection Rate due, the amount of the Credit due shall be deemed to be 100% of the assessed Impact Fees and no Impact Fee shall be collected thereafter for the development, unless the number of Service Units is subsequently increased.

D. All Credits against Roadway Impact Fees shall be based upon standards promulgated by the City, which may be adopted as administrative guidelines, including the following standards:

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

- (b) Any remaining funds shall be credited against Impact Fees due for the development under **Exhibit B, Schedule 2** at the time building permits are issued.
- E. Credits for construction of Capital Improvements shall be deemed created when the Capital Improvements are completed and the City has accepted the facility, or in the case of Capital Improvements constructed and accepted prior to the Effective Date of this Ordinance, on such effective date. Credits created after the Effective Date of this Ordinance shall expire ten (10) years from the date the Credit was created. Credits arising prior to such Effective Date shall expire ten (10) years from such effective date. Upon application by the property owner, the City may agree to extend the expiration date for the Credit on mutually agreeable terms.
- F. Unless an agreement for Credits, as described herein, is executed providing for a different manner of applying Credits against Roadway Impact Fees due, a Credit associated with a plat shall be applied at the time of application for the first building permit and, at each building permit application thereafter, to reduce Impact Fees due until the Credit is exhausted.
- G. An owner of a New Development who has constructed or financed a Roadway Capital Improvement or Roadway Facility expansion designated in the Roadway Impact Fee Capital Improvements Plans, or other Roadway Capital Improvement that supplies excess capacity, as required or authorized by the City, shall enter into an agreement with the City to provide for Credits against Roadway Impact Fees due for the development in accordance with this paragraph. The agreement shall identify the basis for and the method for computing and the amount of the Credit due and any reduction in Credits attributable to consumption of road capacity by developed lots or tracts served by the Roadway Capital Improvements. For multi-phased projects, the City may require that total Credits be proportionally allocated among the phases. If authorized by the City, the agreement also may provide for allocation of Credits among New Developments within the project, and provisions for the timing and collection of Impact Fees.

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



recommend a Roadway Impact Fee Funding Plan identifying the projects to be funded with Roadway Impact Fees. City Council shall have final approval of the funding plan. Impact Fees collected may not be used to pay for the expenses prohibited by Statute.

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

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

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

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

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

**Sec. 44-169.** Refunds

- A. Upon application, any Roadway Impact Fee or portion thereof collected pursuant to this Ordinance, which has not been expended within the Service Area within ten (10) years from the date of payment, shall be refunded to the record owner of the property for which the Impact Fee was paid or, if the Impact Fee was paid by

another governmental entity, to such governmental entity, together with interest calculated from the date of collection to the date of refund at the statutory rate as set forth in Sec. 302.002, Tex. Fin. Code, or its successor statute. The application for refund pursuant to this section shall be submitted within sixty (60) days after the expiration of the ten-year period for expenditure of the Impact Fee. An Impact Fee shall be considered expended on a first-in, first out basis.

- B. An Impact Fee collected pursuant to this Ordinance shall also be considered expended if the total expenditures for Capital Improvements or Roadway Facility expansions authorized within the Service Area within ten (10) years following the date of payment exceeds the total fees collected within the Service Area for such improvements or expansions during such period.
- C. If a refund is due pursuant to Subsections A or B, the City shall divide the difference between the amount of expenditures and the amount of the Impact Fees collected by the total number of Service Units assumed within the Service Area for the period to determine the refund due per Service Unit. The refund to the record owner shall be calculated by multiplying the refund due per Service Unit by the number of Service Units for the development for which the fee was paid, and interest due shall be calculated upon that amount.

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

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

- A. The burden of proof shall be on the applicant to demonstrate that relief should be granted by the City.
- B. The applicant must file a written notice of appeal with the City Manager or his/her designee within thirty (30) days following the decision being appealed. Along with the notice of appeal, an applicant may request an alternative Service Unit computation for land uses not contained with the latest edition of the ITE Trip Generation Manual by submitting a trip generation study demonstrating the appropriateness of the trip generation rates for the proposed development. An applicant may also include an alternative Service Unit calculation.
- C. The City Manager or his/her designee ("Manager") may (1) resolve the appeal, if the applicant agrees with the Manager's decision, or (2) if the applicant does not agree, refer the matter to the Capital Improvements Advisory Committee to make

a decision, along with the Manager's recommendation and any trip generation study provided, if any.

- D. If City Council review is requested by the applicant after receiving the Manager's and/or Capital Improvements Advisory Committee decision, the City Secretary shall schedule a public hearing at which the applicant may present testimony and evidence before the City Council. The City Council shall act on the appeal within 60 days of receipt of the notice of appeal by the City, unless otherwise agreed by the Applicant.
- E. If the notice of appeal is accompanied by a payment or other security satisfactory to the City Attorney in an amount equal to the original determination of the Roadway Impact Fee due, the City shall process and may issue a building permit if other requirements are met while the appeal is pending.
- F. If the City Council allows for a different amount of the Roadway Impact Fee due for a New Development under this section to be paid, it may cause to be appropriated from other City funds the amount of the reduction in the Impact Fee to the account for the Service Area in which the property is located.

## **SECTION 2.**

If any provision of this Ordinance or the application of any provision to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

## **SECTION 3.**

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

## **SECTION 4.**

This Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Texas Local Government Code, whichever is later, and it is accordingly so ordained.

PASSED AND APPROVED this the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
CHRIS FLETCHER, MAYOR

ATTEST:  
AMANDA CAMPOS, CITY SECRETARY

BY: \_\_\_\_\_

APPROVED AS TO LEGAL FORM:

BY: \_\_\_\_\_

**EXHIBIT A**  
**(ROADWAY IMPACT FEE STUDY DATED XX.XX.XX)**

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



## **EXHIBIT B**

### **SCHEDULE 1**

#### **MAXIMUM ASSESSABLE ROADWAY IMPACT FEE PER SERVICE UNIT**

<b><u>Exhibit B - Schedule 1</u></b>	
<b>Service Areas</b>	<b>Maximum Assessable Roadway Impact Fee Per Service Unit</b>
Service Area A	\$ 1,632
Service Area B	\$ 703
Service Area C	\$ 1,954
Service Area D	\$ 1,365

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

### **SCHEDULE 2**

#### **ROADWAY IMPACT FEE COLLECTION RATE PER SERVICE UNIT**

<b><u>Exhibit B - Schedule 2</u></b>												
Roadway Impact Fee Collection Rate Per Service Unit												
Assessment Date	Properties platted on or before 3/6/2017; and						Between 3/7/2017 and 12/31/2023; and			On or after 1/1/2024; and		
Building Permit Application Date	On or before 3/6/2018			On or after 3/7/2018								
Service Areas	Land Use Type			Land Use Type			Land Use Type			Land Use Type		
	Residential	Non-Residential	Industrial	Residential	Non-Residential	Industrial	Residential	Non-Residential	Industrial	Residential	Non-Residential	Industrial
A	No Roadway Impact Fee Due			\$408.16	\$300.00	\$200.00	\$408.16	\$300.00	\$200.00	\$1,632.00	\$1,632.00	\$1,632.00
B				\$408.16	\$300.00	\$200.00	\$408.16	\$300.00	\$200.00	\$703.00	\$703.00	\$703.00
C*				\$408.16	\$300.00	\$200.00	\$408.16	\$300.00	\$200.00	\$1,954.00	\$1,954.00	\$1,954.00
D				\$408.16	\$300.00	\$0.00	\$408.16	\$300.00	\$0.00	\$1,365.00	\$1,365.00	\$1,365.00

Exceptions:

\* Development in Service Area C which is located in the Old Town Overlay District and meets or exceeds the criteria of a Mixed-Use development shall be exempt.

# EXHIBIT C (LAND USE EQUIVALENCY TABLE)

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



# **EXHIBIT C** **(ROADWAY IMPACT FEE PER DEVELOPMENT UNIT PER SERVICE AREA)**

Land Use Category	Development Unit	Veh-Mi Per Dev Unit	Service Area A	Service Area B	Service Area C	Service Area D
<b>PORT AND TERMINAL</b>						
Intermodal Truck Terminal	1,000 SF GFA	11.22	\$ 18,311.04	\$ 7,887.86	\$ 21,923.88	\$ 15,315.30
<b>INDUSTRIAL</b>						
General Light Industrial	1,000 SF GFA	3.90	\$ 6,364.80	\$ 2,741.70	\$ 7,620.80	\$ 5,323.50
Industrial Park	1,000 SF GFA	2.04	\$ 3,329.28	\$ 1,434.12	\$ 3,986.16	\$ 2,784.60
Warehousing	1,000 SF GFA	1.08	\$ 1,762.56	\$ 759.24	\$ 2,110.32	\$ 1,474.20
Mini-Warehouse	1,000 SF GFA	0.90	\$ 1,468.80	\$ 632.70	\$ 1,758.60	\$ 1,228.50
<b>RESIDENTIAL</b>						
Single-Family Detached Housing	Dwelling Unit	4.61	\$ 7,523.52	\$ 3,240.83	\$ 9,007.94	\$ 6,292.65
Apartment/Multi-Family	Dwelling Unit	2.50	\$ 4,080.00	\$ 1,757.50	\$ 4,885.00	\$ 3,412.50
Residential Condominium/Townhome	Dwelling Unit	1.76	\$ 2,872.32	\$ 1,237.28	\$ 3,439.04	\$ 2,402.40
Senior Adult Housing-Single-Family	Dwelling Unit	1.47	\$ 2,399.04	\$ 1,033.41	\$ 2,872.38	\$ 2,006.55
Senior Adult Housing-Mul	Dwelling Unit	1.23	\$ 2,007.36	\$ 864.69	\$ 2,403.42	\$ 1,678.95
Assisted Living	Beds	1.18	\$ 1,925.76	\$ 829.54	\$ 2,305.72	\$ 1,610.70
<b>LODGING</b>						
Hotel	Room	1.90	\$ 3,100.80	\$ 1,335.70	\$ 3,712.60	\$ 2,593.50
Motel / Other Lodging Facilities	Room	1.16	\$ 1,893.12	\$ 815.48	\$ 2,266.64	\$ 1,583.40
<b>RECREATIONAL</b>						
Golf Driving Range	TEE	4.91	\$ 8,013.12	\$ 3,451.73	\$ 9,594.14	\$ 6,702.15
Golf Course	Acre	1.10	\$ 1,795.20	\$ 773.30	\$ 2,149.40	\$ 1,501.50
Recreational Community Center	1,000 SF GFA	9.83	\$ 16,042.56	\$ 6,910.49	\$ 19,207.82	\$ 13,417.95
Ice Skating Rink	1,000 SF GFA	5.23	\$ 8,535.36	\$ 3,676.69	\$ 10,219.42	\$ 7,138.95
Miniature Golf Course	Hole	1.30	\$ 2,121.60	\$ 913.90	\$ 2,540.20	\$ 1,774.50
Movie Theater	Screens	54.86	\$ 89,531.52	\$ 38,566.58	\$ 107,196.44	\$ 74,883.90
Racquet/Tennis Club	Court	15.01	\$ 24,496.32	\$ 10,552.03	\$ 29,329.54	\$ 20,488.65
<b>INSTITUTIONAL</b>						
Church	1,000 SF GFA	2.04	\$ 3,329.28	\$ 1,434.12	\$ 3,986.16	\$ 2,784.60
Day Care Center	1,000 SF GFA	10.90	\$ 17,788.80	\$ 7,662.70	\$ 21,298.80	\$ 14,878.50
Elementary School	Students	0.28	\$ 456.96	\$ 196.84	\$ 547.12	\$ 382.20
Middle School/Junior High School	Students	0.26	\$ 424.32	\$ 182.78	\$ 508.04	\$ 354.90
High School	Students	0.25	\$ 408.00	\$ 175.75	\$ 488.50	\$ 341.25
Junior/Community College	Students	0.57	\$ 930.24	\$ 400.71	\$ 1,113.76	\$ 778.05
University / College	Students	0.78	\$ 1,272.96	\$ 548.34	\$ 1,524.12	\$ 1,064.70
<b>MEDICAL</b>						
Clinic	1,000 SF GFA	18.19	\$ 29,686.08	\$ 12,787.57	\$ 35,543.26	\$ 24,829.35
Hospital	1,000 SF GFA	4.24	\$ 6,919.68	\$ 2,980.72	\$ 8,284.96	\$ 5,787.60
Nursing Home	Beds	0.69	\$ 1,126.08	\$ 485.07	\$ 1,348.26	\$ 941.85
Animal Hospital/Veterinary Clinic	1,000 SF GFA	12.18	\$ 19,877.76	\$ 8,562.54	\$ 23,799.72	\$ 16,625.70
<b>OFFICE</b>						
Corporate Headquarters Building	1,000 SF GFA	7.80	\$ 12,729.60	\$ 5,483.40	\$ 15,241.20	\$ 10,647.00
General Office Building	1,000 SF GFA	8.84	\$ 14,100.48	\$ 6,073.92	\$ 16,882.56	\$ 11,793.60
Medical-Dental Office Building	1,000 SF GFA	19.37	\$ 31,611.84	\$ 13,617.11	\$ 37,848.98	\$ 26,440.05
Single Tenant Office Building	1,000 SF GFA	10.56	\$ 17,233.92	\$ 7,423.68	\$ 20,634.24	\$ 14,414.40
Office Park	1,000 SF GFA	7.80	\$ 12,729.60	\$ 5,483.40	\$ 15,241.20	\$ 10,647.00
<b>COMMERCIAL</b>						
<b>Automobile-related</b>						
Automobile Care Center	1,000 SF Occ. GLA	4.17	\$ 6,905.44	\$ 2,931.51	\$ 8,148.18	\$ 5,692.05
Automobile Parts Sales	1,000 SF GFA	6.22	\$ 10,151.04	\$ 4,372.66	\$ 12,153.88	\$ 8,490.30
Gasoline/Service Station	Vehicle Fueling Position	4.84	\$ 7,898.88	\$ 3,402.52	\$ 9,457.36	\$ 6,606.60
Gasoline/Service Station w/ Conv Market	Vehicle Fueling Position	2.77	\$ 4,520.64	\$ 1,947.31	\$ 5,412.58	\$ 3,781.05
Automobile Sales (New)	1,000 SF GFA	4.33	\$ 7,066.56	\$ 3,043.99	\$ 8,460.82	\$ 5,910.45
Quick Lubrication Vehicle Shop	Servicing Positions	6.49	\$ 10,591.68	\$ 4,562.47	\$ 12,681.46	\$ 8,858.85
Self-Service Car Wash	Stall	1.99	\$ 3,247.68	\$ 1,398.97	\$ 3,888.46	\$ 2,716.35
Tire Store	1,000 SF GFA	6.02	\$ 9,824.64	\$ 4,232.06	\$ 11,763.08	\$ 8,217.30
<b>Dining</b>						
Fast Food Restaurant with Drive-Thru Window	1,000 SF GFA	46.59	\$ 76,034.88	\$ 32,752.77	\$ 91,036.86	\$ 63,595.35
Fast Food Restaurant without Drive-Thru Window	1,000 SF GFA	46.84	\$ 76,442.88	\$ 32,928.52	\$ 91,525.36	\$ 63,936.60
High Turnover (Sit-Down) Restaurant	1,000 SF GFA	15.69	\$ 25,606.08	\$ 11,030.07	\$ 30,658.26	\$ 21,416.85
Fine Dining Restaurant	1,000 SF GFA	13.28	\$ 21,672.96	\$ 9,335.84	\$ 25,949.12	\$ 18,127.20
Coffee/Donut Shop with Drive-Thru Window	1,000 SF GFA	26.56	\$ 43,345.92	\$ 18,671.68	\$ 51,898.24	\$ 36,254.40
<b>Other Retail</b>						
Free-Standing Discount Store	1,000 SF GFA	9.52	\$ 15,536.64	\$ 6,692.56	\$ 18,602.08	\$ 12,994.80
Nursery (Garden Center)	1,000 SF GFA	13.61	\$ 22,211.52	\$ 9,567.83	\$ 26,593.94	\$ 18,577.65
Home Improvement Superstore	1,000 SF GFA	3.33	\$ 5,434.56	\$ 2,340.99	\$ 6,506.82	\$ 4,545.45
Pharmacy/Drugstore w/o Drive-Thru Window	1,000 SF GFA	11.20	\$ 18,278.40	\$ 7,873.60	\$ 21,884.80	\$ 15,288.00
Pharmacy/Drugstore w/ Drive-Thru Window	1,000 SF GFA	14.64	\$ 23,892.48	\$ 10,291.92	\$ 28,606.56	\$ 19,983.60
Shopping Center (>150k)	1,000 SF GFA	6.27	\$ 10,232.64	\$ 4,407.81	\$ 12,251.58	\$ 8,558.55
Shopping Plaza (40-150k)	1,000 SF GFA	9.60	\$ 15,667.20	\$ 6,748.80	\$ 18,758.40	\$ 13,104.00
Strip Retail Plaza (<40k)	1,000 SF GFA	12.18	\$ 19,877.76	\$ 8,562.54	\$ 23,799.72	\$ 16,625.70
Supermarket	1,000 SF GFA	16.04	\$ 26,177.28	\$ 11,276.12	\$ 31,342.16	\$ 21,894.60
Toy/Children's Superstore	1,000 SF GFA	9.80	\$ 15,993.60	\$ 6,889.40	\$ 19,149.20	\$ 13,377.00
Department Store	1,000 SF GFA	3.84	\$ 6,266.88	\$ 2,699.52	\$ 7,503.36	\$ 5,241.60
<b>SERVICES</b>						
Walk-In Bank	1,000 SF GFA	16.23	\$ 26,487.36	\$ 11,409.89	\$ 31,713.42	\$ 22,153.95
Drive-In Bank	Drive-In Lanes	32.00	\$ 52,224.00	\$ 22,496.00	\$ 62,528.00	\$ 43,000.00
Hair Salon	1,000 SF GFA	2.27	\$ 3,704.64	\$ 1,595.81	\$ 4,435.56	\$ 3,117.00
Step 1) Determine appropriate Land Use Category Step 2) Determine the amount of development units from the corresponding Development Unit column. Step 3) Multiply the number of development units by the impact fee listed in the Service Area column for the Service Area the project is located in.						

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## City Council Regular Meeting

**DEPARTMENT:** Public Works & Engineering  
**FROM:** Errick Thompson, P.E., CFM®, Director  
**MEETING:** November 13, 2023

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**SUBJECT:**

Hold a Public Hearing and consider approval of an ordinance amending the Water and Wastewater Impact Fee Ordinance (CSO#977-02-2019); finding that the meeting at which this ordinance is passed was open to the public and that the recitals are true; containing a severability clause, cumulative clause, and effective date. (*First Reading*) (*Staff Contact: Errick Thompson, Director of Public Works & Engineering*)

**SUMMARY:**

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

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

The City of Burleson first adopted impact fees for water and wastewater infrastructure in 2005. City Council appointed eight members to the Capital Improvements Program Advisory Committee in March 2023 and, most recently, a ninth member in September 2023. The committee met a total of five times over a three-month period to review the land use assumptions, capital improvement plan, and roadway impact fee study completed by the City's consultant. After reviewing all of the information presented, the committee recommended increasing the impact fee collection to the maximum allowable by state law. These recommendations were presented to the City Council on October 2, 2023.

**OPTIONS:**

- 1) Approve an ordinance amending the Water and Wastewater Impact Fee Ordinance (CSO#977-02-2019); finding that the meeting at which this ordinance is passed was open to the public and that the recitals are true; containing a severability clause, cumulative clause, and effective date. (*First Reading*)
- 2) Deny an ordinance amending the Water and Wastewater Impact Fee Ordinance (CSO#977-02-2019); finding that the meeting at which this ordinance is passed was open to the public and that the recitals are true; containing a severability clause, cumulative clause, and effective date. (*First Reading*)

**RECOMMENDATION:**

Approve an ordinance amending the Water and Wastewater Impact Fee Ordinance (CSO#977-02-2019); finding that the meeting at which this ordinance is passed was open to the public and that the recitals are true; containing a severability clause, cumulative clause, and effective date. (*First Reading*)

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

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

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

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

**STAFF CONTACT:**

Errick Thompson, P.E., CFM®  
Director of Public Works & Engineering  
[ethompson@burlesontx.com](mailto:ethompson@burlesontx.com)  
817-426-9610



# Impact Fee Update Ordinances

City Council

November 13, 2023





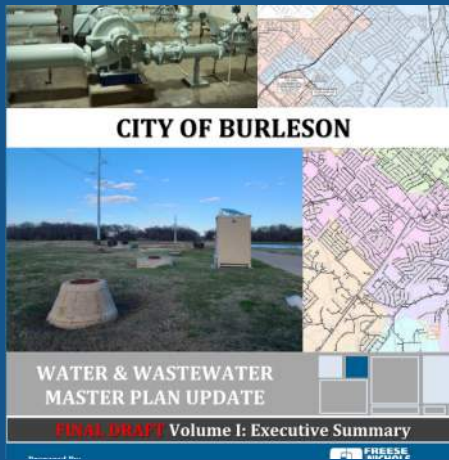


# Impact Fees in Burleson

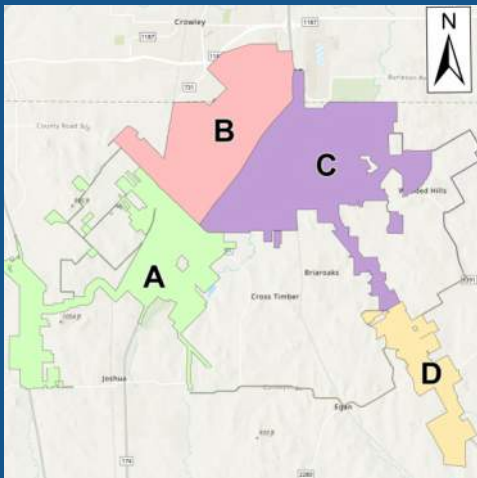
Established for water and wastewater infrastructure November 2005

- Assessed fees revised six times between 2010 and 2019
- 2017 and 2018 only the water assessed fee changed
- 2019 only the wastewater assessed fee changed

Established for roadway infrastructure March 2017 and 2023 is the first time the analysis has been updated for potential changes



For water and wastewater impact fees, only capital projects **within** the City's Certificate of Convenience and Necessity (CCN) **and included** in the Water/Wastewater Impact Fee Capital Improvement Program are eligible for funding from impact fees collected in that service area



Service Areas for  
Roadway Impact Fees

For roadway impact fees, only capital projects **within** a given service area **and included** in the Roadway Impact Fee Capital Improvement Program are eligible for funding from impact fees collected in that service area

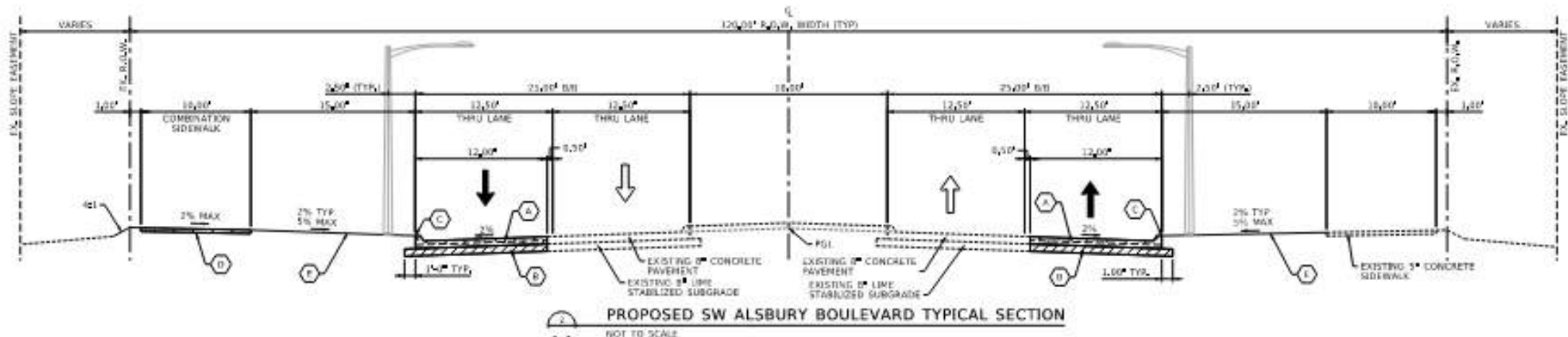
### Key **Policy** Decisions for City Council:

At what levels will fees be set?

When will the new fees be effective?

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

1. Right-of-Way / Easement Acquisition
2. Design / Survey
3. Construction of infrastructure included on capital improvements plan encompasses the following:
  - Drainage associated with new roadways
  - Intersection improvements
  - Improvements that increase roadway capacity
  - Offsite utility improvements that increase capacity (FW water line)
4. Payment on debt issued for total cost of infrastructure included on capital improvement plan within the impact fee study (improvements that increase capacity of the system)





# WHAT IMPACT FEES **CANNOT** BE USED ON

1. Infrastructure maintenance costs
2. Improvements within the extraterritorial jurisdiction (ETJ)
3. Traffic calming
4. Infrastructure improvements that do NOT increase capacity
5. Administrative / operational costs incurred by staff





Council appointed a new and expanded Capital Improvements Program Advisory Committee (CIPAC) of nine members

## Scope of the CIPAC

Eight (8) members appointed 3/2023

Ninth member appointed 9/2023

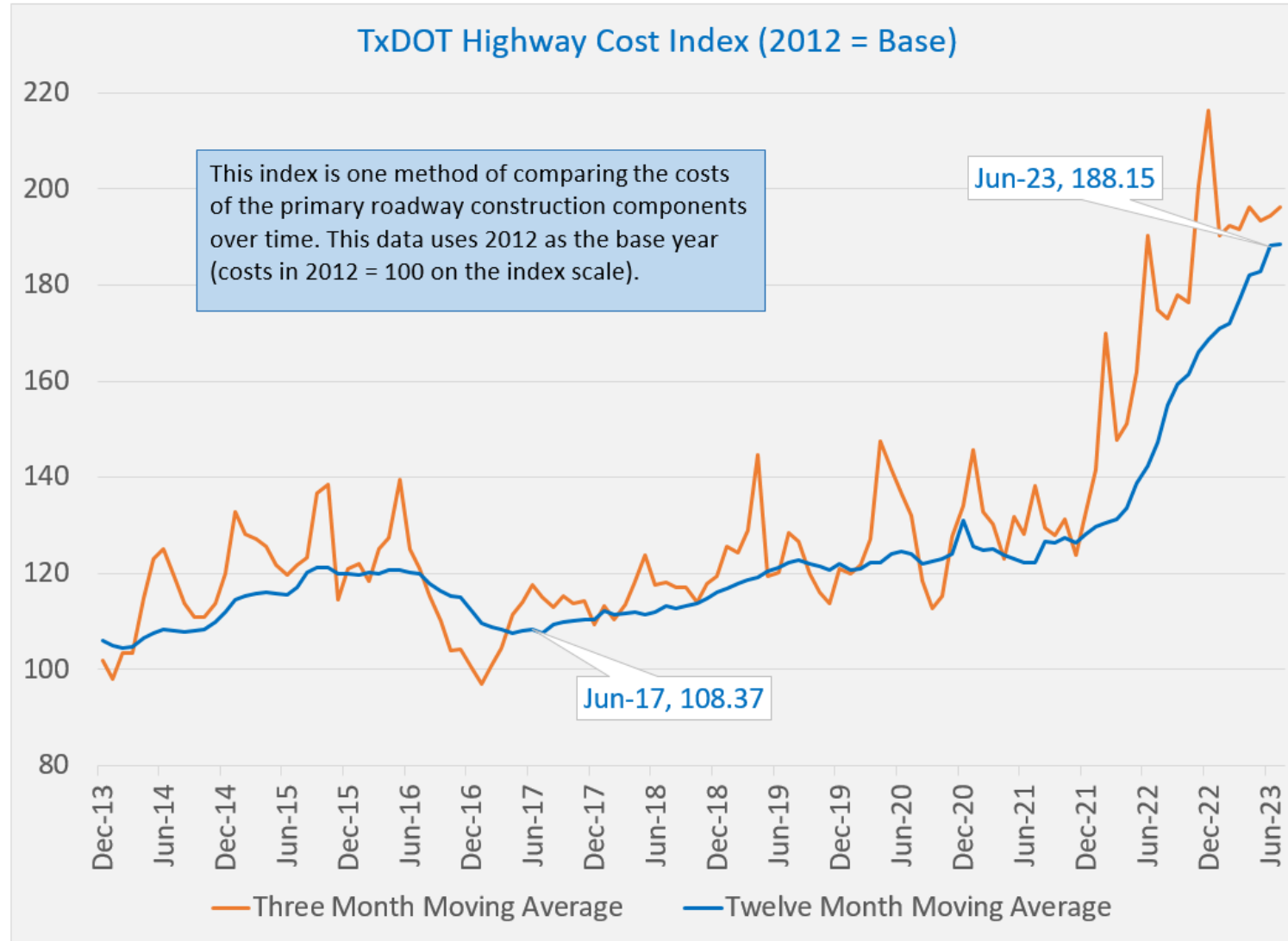
File semi-annual reports on impact fee programs

Review analyses of consultants responsible for impact fee studies at least every five years

- Land Use Assumptions
- Impact Fee Capital Improvement Programs
- Calculated Maximum Assessable Fees

Provide recommendations to City Council for updates to impact fees (presented October 2, 2023)

# Public Infrastructure Construction Continues to Get More Expensive





# Recommended Impact Fee Ordinances

## Revise assessed fees

- Roadway and water/wastewater impact fee program
- Based on Council-appointed advisory committee's recommendations
- Presentation to City Council - October 2, 2023

## Effective date for new assessed fees: January 1, 2024

- Projects platted after this date would be assessed at the new rates.
- Projects currently platted were assessed based on the impact fees in place at that time and even if they have not begun construction, their impact fees are already established provided the development proceeds as currently platted.
- Projects requiring re-plats after the effective date would be assessed at the new rates.

## Roadway Impact Fee Ordinance - Minor text amendments

- Added provision to assess a shell or speculative building in GR or C zoning district as a "Strip Retail Plaza". At the time of the "finish out" permit, the difference of the ultimate use and strip retail plaza shall be collected at time of building permit.
- Newly annexed areas shall be immediately added into the nearest, adjacent Roadway Service Area as long as it complies with the distance requirements in Chapter 395 of the Texas Local Govt Code. For roadway facilities, the service area is limited and shall not exceed 6 miles.

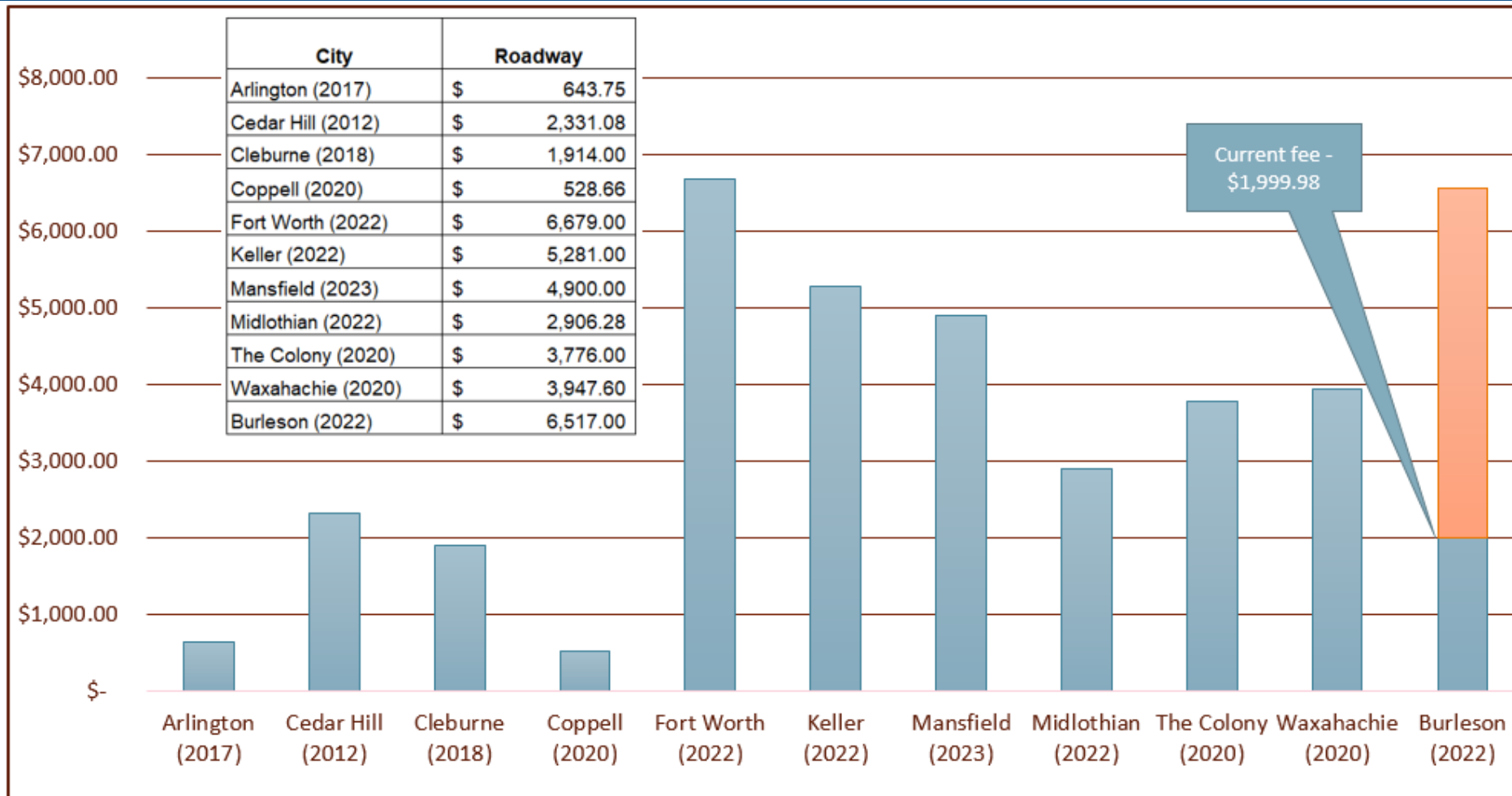
## No text amendments recommended for the Water/Wastewater Impact Fee Ordinance

# Roadway Impact Fees

<div> <div>Current Rates</div> <div>CIPAC Recommended</div> </div> <div> <b>Exhibit B - Schedule 2</b>  Roadway Impact Fee Collection Rate Per Service Unit </div>												
Assessment Date	Properties platted on or before 3/6/2017; and					Between 3/7/2017 and 12/31/2023; and			On or after 1/1/2024; and			
Building Permit Application	On or before 3/6/2018			On or after 3/7/2018								
Service Areas	Land Use Type			Land Use Type			Land Use Type			Land Use Type		
	Residential	Non-Residential	Industrial	Residential	Non-Residential	Industrial	Residential	Non-Residential	Industrial	Residential	Non-Residential	Industrial
A	No Roadway Impact Fee Due			\$408.16	\$300.00	\$200.00	\$408.16	\$300.00	\$200.00	\$1,632.00	\$1,632.00	\$1,632.00
B				\$408.16	\$300.00	\$200.00	\$408.16	\$300.00	\$200.00	\$703.00	\$703.00	\$703.00
C*				\$408.16	\$300.00	\$200.00	\$408.16	\$300.00	\$200.00	\$1,954.00	\$1,954.00	\$1,954.00
D				\$408.16	\$300.00	\$0.00	\$408.16	\$300.00	\$0.00	\$1,365.00	\$1,365.00	\$1,365.00

# Roadway Impact Fee Benchmarking

For a Single-family Residence - Assessed Fees Shown

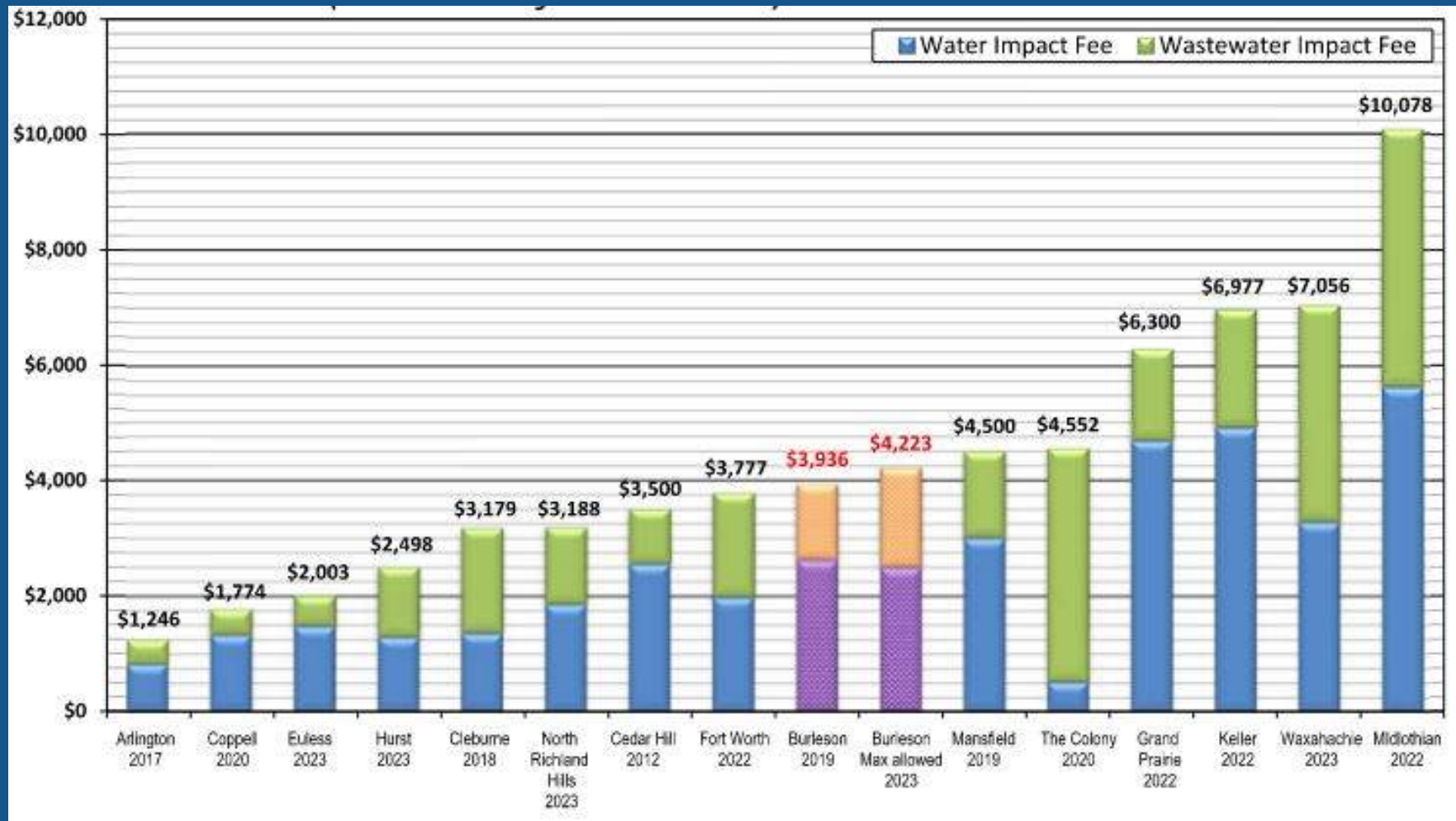


# Water and Wastewater Impact Fees

		Current Rates		CIPAC Recommended	
		Current Rates at Max Allowable		Recommended Rates	
Meter Size	Service Unit Equivalent	Water Impact Fee	Wastewater Impact Fee	Water Impact Fee	Wastewater Impact Fee
		City of Burleson - Maximum Allowable	City of Burleson - Maximum Allowable	City of Burleson - Maximum Allowable	City of Burleson - Maximum Allowable
5/8"	1	\$2,624	\$1,312	\$2,492	\$1,731
3/4"	1.5	\$3,936	\$1,968	\$3,738	\$2,597
1"	2.5	\$6,560	\$3,280	\$6,230	\$4,328
1 1/2"	5	\$13,120	\$6,560	\$12,460	\$8,655
2"	8	\$20,992	\$10,496	\$19,936	\$13,848
3"	16	\$41,984	\$20,992	\$39,872	\$27,696
4"	25	\$65,600	\$32,800	\$62,300	\$43,275
6"	50	\$131,200	\$65,600	\$124,600	\$86,550
8"	80	\$209,920	\$104,960	\$199,360	\$138,480
10"	115	\$301,760	\$150,880	\$286,580	\$199,065

# Water / Wastewater Impact Fee Benchmarking

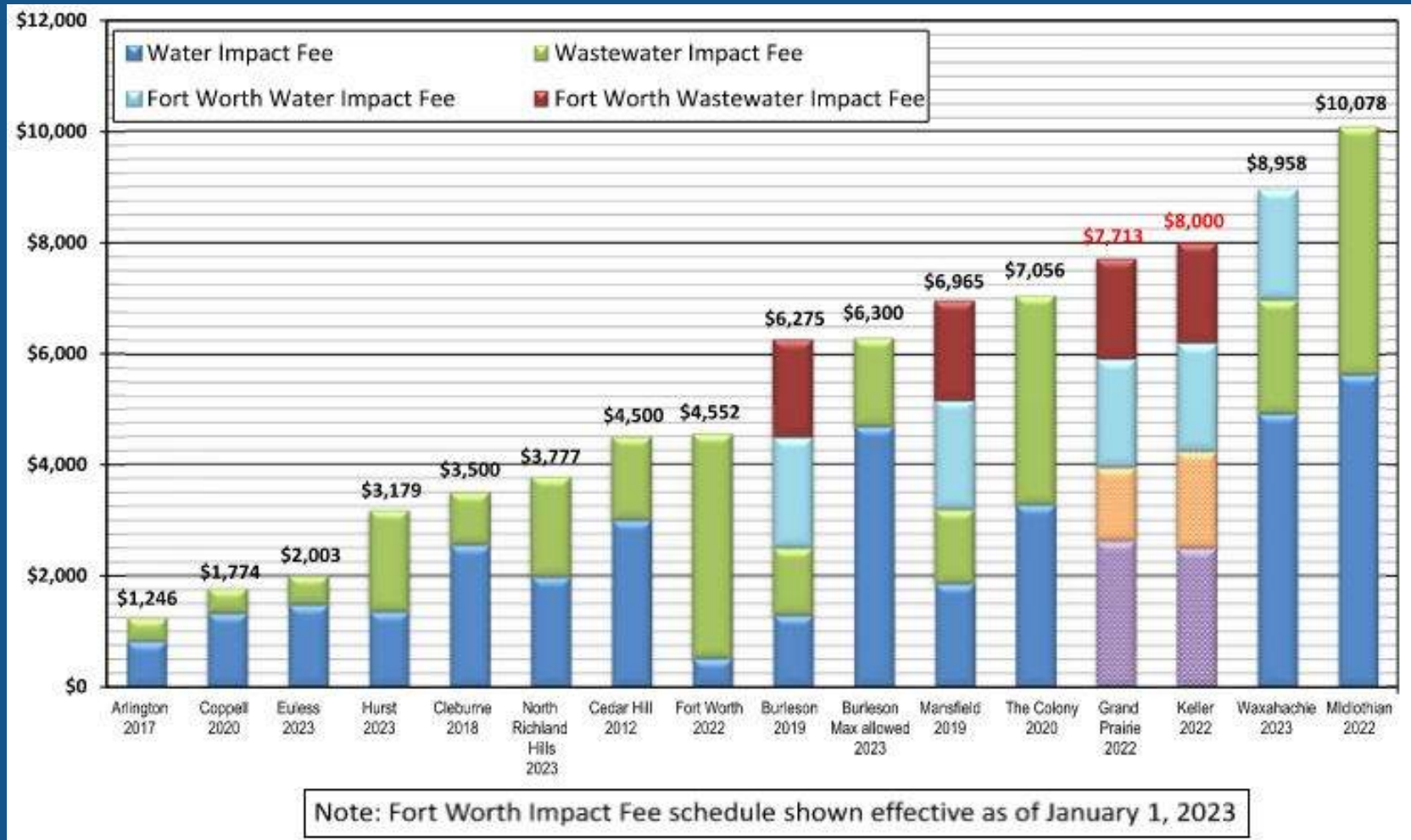
For a Single-family Residence - Assessed Fees Shown (except Burleson 2023 Max Allowable)





# Water / Wastewater Impact Fee Benchmarking

For a Single-family Residence Including Fort Worth Pass Through Impact Fees





## FEE SUMMARY FOR SINGLE FAMILY HOME

Fee	Current	CIPAC-Recommended (for impact fees)
Roadway Impact Fee	Average of Areas: \$2,000	Average of Areas: \$6,517
Service Area A	\$2,000	\$7,524
Service Area B	\$2,000	\$3,241
Service Area C	\$2,000	\$9,008
Service Area D	\$2,000	\$6,293
Water Impact Fee (based on 5/8" meter)	\$2,624	\$2,492
Wastewater Impact Fee (based on 5/8" meter)	\$1,312	\$1,731
Building Permit (based on an average 3,086sf home at current \$0.60/sf)	\$1,852	\$1,852
<b>Total</b> (using average Roadway Impact Fee of the 4 service areas)	<b>\$7,788</b>	<b>\$12,592</b>



## Discussion and Feedback

## ORDINANCE

**AN ORDINANCE AMENDING ARTICLE II “WATER AND WASTEWATER IMPACT FEES” OF CHAPTER 44 “IMPACT FEES” OF THE CITY OF BURLESSON CODE OF ORDINANCES RELATING TO THE REGULATION OF THE USE AND DEVELOPMENT OF LAND IN THE INCORPORATED LIMITS AND EXTRATERRITORIAL JURISDICTION OF THE CITY OF BURLESON, TEXAS; IMPOSING AN IMPACT FEE ON NEW LAND DEVELOPMENT IN BURLESON, ITS EXTRATERRITORIAL JURISDICTION AND SERVICE AREA TO PROVIDE WATER AND WASTEWATER FACILITIES NECESSITATED BY SUCH NEW DEVELOPMENT; STATING THE AUTHORITY FOR ADOPTION OF THE ORDINANCE; PROVIDING DEFINITIONS; PROVIDING FINDINGS AND DECLARATIONS OF THE CITY COUNCIL; PROVIDING FOR THE ASSESSMENT, PAYMENT AND TIME OF PAYMENT OF WATER AND WASTEWATER FACILITIES IMPACT FEES; PROVIDING FOR REVIEW OF WATER AND WASTEWATER FACILITIES IMPACT FEES AND THE FEE SCHEDULES; PROVIDING FOR THE PLACEMENT OF REVENUE COLLECTED FROM WATER AND WASTEWATER FACILITIES IMPACT FEES INTO WATER AND WASTEWATER FACILITIES IMPACT FEE ACCOUNTS ESTABLISHED FOR THAT PURPOSE; PROVIDING FOR EXEMPTIONS; PROVIDING FOR REFUND OF UNEXPENDED FUNDS; PROVIDING FOR USE OF FUNDS DERIVED FROM WATER AND WASTEWATER FACILITIES IMPACT FEES; PROVIDING THAT IMPACT FEES MAY BE PLEDGED TOWARD PAYMENT OF BOND ISSUES AND SIMILAR DEBT INSTRUMENTS; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Burleson is responsible for and committed to the provision of public facilities and services (including water and wastewater service) at levels necessary to cure any existing public service deficiencies in already developed areas; and

**WHEREAS**, such facilities and service levels shall be provided by the City of Burleson utilizing funds allocated in the capital budget and capital improvements programming processes and relying upon the funding sources indicated therein; and

**WHEREAS**, new residential and nonresidential development causes and imposes increased demands upon Burleson public facilities and services, including water and wastewater facilities, that would not otherwise occur; and

**WHEREAS**, planning projections indicate that such development will continue and will place ever-increasing demands on the City to provide necessary public facilities; and

**WHEREAS**, the development potential and property values of properties is strongly influenced and encouraged by City policy as expressed in the Comprehensive Plan and as implemented via the City zoning ordinance and map; and

**WHEREAS**, to the extent that such new development places demands upon the public facility infrastructure, those demands should be satisfied by more equitably assigning responsibility for financing the provision of such facilities from the public at large to the developments actually creating the demands for them; and

**WHEREAS**, the amount of the impact fee to be imposed shall be determined by the cost of the additional public facilities needed to support such development, which public facilities shall be identified in a capital improvements program; and

**WHEREAS**, the City Council, after careful consideration of the matter, hereby finds and declares that impact fees imposed upon residential and nonresidential development to finance specified major public facilities, the demand for which is created by such development, is in the best interests of the general welfare of the City and its residents, is equitable, and does not impose an unfair burden on such development; and

**WHEREAS**, in 1987 the Texas Legislature adopted Senate Bill 336, now Chapter 395 of the Texas Local Government Code; and

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

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

## **SECTION 1**

That Article II, “Water and Wastewater Impact Fees,” of Chapter 44, “Impact Fees,” of the City of Burleson Code of Ordinances is hereby amended to read as follows:

### **“ARTICLE II. – WATER AND WASTEWATER IMPACT FEES**

#### **DIVISION 1 - GENERAL PROVISIONS**

##### **Section 44-51 Short Title**

This Ordinance shall be known and cited as the Water and Wastewater Impact Fees Ordinance.

##### **Section 44-52 Intent**

This Ordinance is intended to impose water and wastewater impact fees, as established in this Ordinance, in order to finance public facilities, the demand for which is generated by new development in the designated conceptual service area.

##### **Section 44-53 Authority**

The City is authorized to enact this Ordinance by the Burleson City Charter and by Chapter 395 of the Texas Local Government Code, which authorizes home-rule cities, among others, to enact or impose impact fees on land within their corporate boundaries and in their extraterritorial jurisdictions, and on persons with whom they have a water or sewer service contract, as charges

or assessments imposed against new development in order to generate revenue for funding or recouping the costs of capital improvements or facility expansions necessitated by and attributable to such new development. The provisions of this Ordinance shall not be construed to limit the power of the City to adopt such Ordinance pursuant to any other source of local authority, nor to utilize any other methods or powers otherwise available for accomplishing the purposes set forth herein, either in substitution of or in conjunction with this Ordinance. Guidelines may be developed by resolution or otherwise to implement and administer this Ordinance.

#### Section 44-54 Definitions

As applied in this Ordinance, the following words and terms shall be used:

- (1) Assessment - The determination of the amount of the maximum impact fee per service unit which can be imposed on new development pursuant to this Ordinance.
- (2) Building Permit - Written permission issued by the City for the construction, repair, alteration or addition to a structure.
- (3) Capital Construction Cost of Service - Costs of constructing capital improvements or facility expansions, including and limited to the construction contract price, surveying and engineering fees, land acquisition costs (including land purchases, court awards and costs, attorney's fees, and expert witness fees), and the fees actually paid or contracted to be paid to an independent qualified engineer or financial consultant preparing or updating the capital improvements plan who is not an employee of the City.
- (4) Capital Improvements Advisory Committee (Advisory Committee) - Advisory committee, appointed by the City Council, consisting of at least five members which are not employees of the City, not less than 40 percent of which shall be representatives of the real estate, development, or building industries, and, if impact fees are to be applied within the extraterritorial jurisdiction of the City, including one member representing the extraterritorial jurisdiction; or consisting of the Planning and Zoning Commission, including one regular or ad hoc member who is not an employee of the City and which is representative of the real estate, development, or building industry, and, if impact fees are to be applied within the extraterritorial jurisdiction of the City, one representative of the extraterritorial jurisdiction area; which committee is appointed to regularly review and update the capital improvements program in accordance with the requirements of Chapter 395 of the Texas Local Government Code, and its successors.
- (5) Capital Improvements Program (CIP) - Plan which identifies water and wastewater capital improvements or facility expansions pursuant to which impact fees may be assessed.
- (6) City - City of Burleson.
- (7) City Council (Council) - Governing body of the City of Burleson.
- (8) City Manager - Chief executive officer of the City, appointed by the Council, or the City Manager's designee.

- (9) Comprehensive Plan - The comprehensive long-range plan, adopted by the City Council, which is intended to guide the growth and development of the City which includes analysis, recommendations and proposals for the City regarding such topics as population, economy, housing, transportation, community facilities and land use.
- (10) Conceptual Service Area - Area within the corporate boundaries and within the extraterritorial jurisdiction of the City as defined by Chapter 42 (Extraterritorial Jurisdiction of Municipalities) and Chapter 43 (Municipal Annexation) of the Local Government Code, to be served by the water or wastewater capital improvements or facilities expansions specified in the capital improvements program applicable to the conceptual service area. The conceptual service area represents the general geographic basis for planning the utility capital improvement programs, used to formulate the fees. The service area is conceptual in nature and does not necessarily represent a definitive commitment for service by the City; the conceptual service area boundary also does not necessarily represent limits to service potential or fee assessment. The City's Conceptual Service Area is shown on Exhibit "A", attached hereto and made a part hereof by reference.
- (11) Credit - The amount of the reduction of an impact fee for fees, payments or charges for the same type of capital improvements for which the fee has been assessed.
- (12) Duplex - A structure on a single lot designed to accommodate two dwelling units, as authorized under the City's zoning regulations.
- (13) Dwelling Unit - a structure or portion of an overall structure in which a typical household or person or unrelated persons would reside together. A single dwelling unit would include a single family detached house or individual units of attached housing, i.e., one unit within a duplex, triplex, fourplex, or larger apartment building.
- (14) Effective Impact Fee - Amount of impact fee collected per service unit, which may be equal to or less than the maximum impact fees. Effective Impact Fees are as set forth in Exhibit "C", attached hereto and made a part hereof by reference.
- (15) Existing Development - All development within the conceptual service area which had a water or wastewater tap on the City's water or sewer system, as of November 15, 2005, the date of the City's adoption of the initial Impact Fee Ordinance.
- (16) Facility Expansion - The expansion of the capacity of an existing facility which serves the same function as an otherwise necessary new capital improvement in order that the existing facility may serve new development. Facility expansion does not include the repair, maintenance, modernization, or expansion of an existing facility to serve existing development.
- (17) Finance Director – Finance Director of the City of Burleson.
- (18) Final Subdivision Plat (Final Plat) - The map, drawing or chart on which is provided a subdivider's plan of a subdivision, and which has received final approval by the



Planning and Zoning Commission and City Council and which is recorded with the office of the County Clerk.

- (19) Growth-Related Costs - Capital construction costs of service related to providing additional service units to new development, either from excess capacity in existing facilities, from facility expansions or from new capital facilities. Growth-related costs do not include:
- (a) Construction, acquisition, or expansion of public facilities or assets other than capital improvements or facility expansions identified in the capital improvements plan;
  - (b) Repair, operation or maintenance of existing or new capital improvements or facility expansions;
  - (c) Upgrading, updating, expanding, or replacing existing capital improvements to serve existing development in order to meet stricter safety, efficiency, environmental, or regulatory standards;
  - (d) Upgrading, updating, expanding, or replacing existing capital improvements to provide better service to existing development;
  - (e) Administrative and operating costs of the City; and
  - (f) Principal payments and interest or other finance charges on bonds or other indebtedness, except for such payments for growth-related facilities contained in the capital improvements program.
- (20) Impact Fee - Charge or assessment to be imposed by the City upon new development to generate revenue for funding or recouping the costs of capital improvements or facility expansions necessitated by and attributable to new development. The term includes amortized charges, lump-sum charges, impact fees, contributions in aid of construction, and any other fee that functions as described by this definition. Impact fees do not include dedication of rights-of-way or easements, or construction or dedication of site-related water distribution or wastewater collection facilities, or streets, sidewalks, or curbs if the dedication or construction is required by other valid ordinances of the City Code and is necessitated by and attributable to the new development; or lot or acreage fees placed in trust funds for the purpose of reimbursing developers for oversizing or constructing water or sewer mains or lines; or other pro rata fees for reimbursement of water or sewer mains or lines extended by the City.
- (21) Irrigation Meter - Water meter used only for providing landscape irrigation water demand.
- (22) Land Use Assumptions - Description of the conceptual service area and projections of changes in land uses, densities, intensities, and population therein over at least a 10-year period, adopted by the City, as may be amended from time to time, upon which the capital improvement plan is based.

- (23) Living Unit Equivalent (LUE) - Basis for establishing equivalency among and within various customer classes, based upon the relationship of the continuous duty flow rate in gallons per minute for a water meter of a given size and type compared to the continuous duty maximum flow rate in gallons per minute for a 5/8" x 3/4" diameter simple water meter, using American Water Works Association C700-C703 standards. LUE's for water meters are shown below.

**LINE EQUIVALENCIES FOR VARIOUS TYPES AND SIZES  
OF WATER METERS**

METER TYPE	METER SIZE	CONTINUOUS DUTY MAXIMUM RATE (gpm)	RATIO TO 5/8" x 3/4" METER
SIMPLE	5/8"x 3/4"	10	1.000
SIMPLE	3/4"	15	1.500
SIMPLE	1"	25	2.500
SIMPLE	1-1/2"	50	5.000
SIMPLE	2"	80	8.000
COMPOUND	2"	80	8.000
TURBINE	2"	100	10.000
COMPOUND	3"	160	16.000
TURBINE	3"	240	24.000
COMPOUND	4"	250	25.000
TURBINE	4"	420	42.000
COMPOUND	6"	500	50.000
TURBINE	6"	920	92.000
COMPOUND	8"	800	80.000
TURBINE	8"	1600	160.000
COMPOUND	10"	1150	115.000
TURBINE	10"	2500	250.000
TURBINE	12"	3300	330.000
<i>SOURCE: AWWA Standards C700, C701, C702, C703.</i>			

- (24) Multifamily Development - A single structure containing three or more dwelling units.
- (25) New Development - Subdivision of land; or the construction, reconstruction, redevelopment, conversion, structural alteration, relocation, or enlargement of any structure; or any use or extension of the use of land; any of which increases the number of service units. New development excludes the sale of water taps resulting from the conversion of an individual well to the City's water utility and the

sale of wastewater taps resulting from the conversion of an individual septic or other individual waste disposal system to the City's wastewater utility.

- (26) Offset - The amount of the reduction of an impact fee designed to fairly reflect the value of system-related facilities, pursuant to rules herein established or administrative guidelines, provided and funded by a developer pursuant to the City's subdivision regulations or requirements.
- (27) Residential - A lot developed for use and occupancy as a single-family residence or a duplex.
- (28) Service Unit - Standardized measure of consumption, use, generation, or discharge attributable to an individual unit of development calculated in accordance with generally accepted engineering or planning standards for a particular category of capital improvements or facility expansions expressed in living units equivalent.
- (29) Service Unit Equivalent (SUE) – See Living Unit Equivalent (LUE). For purposes of this Ordinance, a Service Unit Equivalent (SUE) is equivalent and interchangeable with Living Unit Equivalent (LUE) -
- (30) Single-Family Residence - Single-family dwelling unit, as authorized under the City's zoning regulations.
- (31) Site-related Facility - Improvement or facility which is for the primary use or benefit of a new development and/or which is for the primary purpose of safe and adequate provision of water or wastewater facilities to serve the new development, and which is not included in the capital improvements plan, and for which the developer or property owner is solely responsible under subdivision and other applicable regulations.
- (32) System-related Facility - A capital improvement or facility expansion which is designated in the Capital Improvements Plan and which is not a site-related facility. A system-related facility may include a capital improvement which is located offsite, within or on the perimeter of the development site.
- (33) Tap Purchase - The filing with the City of a written application for a water or wastewater tap and the acceptance of applicable fees by the City. The term "tap purchase" shall not be applicable to a master water meter or master wastewater connection purchased from the City by a wholesale customer such as a water district, political subdivision of the State of Texas, or other wholesale utility customer; nor shall it be applicable to a meter purchased for and exclusively dedicated to fire protection.
- (34) Triplex - A structure on a single lot designed to accommodate three dwelling units, as authorized under the City's zoning regulations
- (35) Wastewater Facility - Improvement for providing wastewater service, including, but not limited to, land or easements, treatment facilities, lift stations, or interceptor mains. Wastewater facility excludes wastewater lines or mains which are constructed by developers, the costs of which are reimbursed from charges paid by subsequent users of the facilities and which are maintained in dedicated trusts.

Wastewater facilities also exclude dedication of rights-of-way or easements or construction or dedication of on-site wastewater collection facilities required by valid ordinances of the City and necessitated by and attributable to the new development.

- (36) Wastewater Facility Expansion - Expansion of the capacity of any existing wastewater improvement for the purpose of serving new development, not including the repair, maintenance, modernization or expansion of an existing wastewater facility to serve existing development.
- (37) Wastewater Improvements Plan (Wastewater CIP) - Portion of the CIP, as may be amended from time to time, which identifies the wastewater facilities or wastewater facility expansions and their associated growth-related costs which are necessitated by and which are attributable to new development, for a period not to exceed ten (10) years, which are to be financed in whole or in part through the imposition of wastewater impact fees pursuant to this Ordinance.
- (38) Water Facility - Improvement for providing water service, including, but not limited to, land or easements, water supply facilities, treatment facilities, pumping facilities, storage facilities, or transmission mains. Water facility excludes water lines or mains which are constructed by developers, the costs of which are reimbursed from charges paid by subsequent users of the facilities and which are maintained in dedicated trusts. Water facilities also exclude dedication of rights-of-way or easements or construction or dedication of on-site water distribution facilities required by valid ordinances of the City and necessitated by and attributable to the new development.
- (39) Water Facility Expansion - Expansion of the capacity of any existing water improvement for the purpose of serving new development, not including the repair, maintenance, modernization or expansion of an existing water facility to serve existing development.
- (40) Water Improvements Plan (Water CIP) - Portion of the CIP, as may be amended from time to time, which identifies the water facilities or water facility expansions and their associated growth-related costs which are necessitated by and which are attributable to new development, for a period not to exceed ten (10) years, which are to be financed in whole or in part through the imposition of water impact fees pursuant to this Ordinance.
- (41) Wholesale Customer - Water or wastewater customer of the City's utilities which purchases utility service at wholesale rates for resale to their retail customers.

#### Section 44-55 Applicability of Impact Fees

- A. This Ordinance shall be uniformly applicable to new development which occurs within the water and wastewater conceptual service areas.
- B. No new development shall be exempt from the assessment of impact fees as defined in this Ordinance, except as provided in Section 1.25.A.

#### Section 44-56 Impact Fees as Conditions of Development.

No application for new development shall be approved within the City without assessment of impact fees pursuant to this Ordinance, and no water and wastewater tap for new development that receives water or wastewater service from the City shall be issued and no building permit shall be issued unless the applicant has paid the impact fees imposed by the Ordinance and calculated hereunder.

#### Section 44-57 Establishment of Water and Wastewater Conceptual Service Areas

- A. The water and wastewater conceptual service areas are established as shown on the Conceptual Service Area Maps that are marked Exhibit A, attached hereto and made a part hereof by reference.
- B. The conceptual service areas shall be established consistent with any facility conceptual service area established in the CIP for each utility. Additions to the conceptual service area may be designated by the City Council consistent with the procedure set forth in Chapter 395 of the Texas Local Government Code and its successors.

#### Section 44-58 Land Use Assumptions

Land use assumptions used in the development of the impact fees are contained in Exhibit B attached hereto and made a part hereof by reference. These assumptions may be revised by the City Council according to the procedure set forth in Chapter 395 of the Texas Local Government Code and its successors.

#### Section 44-59 Service Units

- A. Service units are established in accordance with generally accepted engineering and planning standards.
- B. Service units shall be calculated based on living units equivalent as determined by the size of the water meter(s) for the development; or alternatively, as approved by the City Manager as a result of an engineering report prepared by a qualified professional engineer licensed to perform such professional engineering services in the State of Texas, which demonstrates that the number of LUE's of service for the new development will be different than those indicated by the size of the water meter.
- C. If a fire demand meter (tap) is purchased for a property, the meter size utilized to calculate the number of LUE's shall be the dimension of the portion of the fire demand meter which reflects the meter size which would provide only domestic service to the property. Said reduced meter size shall then be utilized to calculate the number of LUE's.
  - 1. The meter types used to calculate the number of LUE's shall be either simple or compound meters.
  - 2. If the fire protection capacity of the fire demand meter is routinely utilized for domestic purposes as evidenced by the registration of consumption

recorded on the City's meter-reading and billing systems, the then-owner of the property shall be assessed the then-current fee for the fire protection capacity which has been converted to domestic capacity by its routine usage as domestic capacity.

3. To avoid the use of fire flow volumes for domestic usage, the owner of any property for which a fire demand meter is purchased shall be required to execute a restrictive covenant on a form approved by the City, which covenant shall acknowledge the right of the City to assess such fees to subsequent owners of the property. Said covenant shall be executed prior to the purchase of the fire demand meter and shall be filed in the deed records of the County.
  4. No fees shall be collected for the purchase of taps which shall be utilized to provide only fire protection capacity.
- D. Upon wastewater tap purchase for lots for which no water meter has been purchased, service units shall be established by a professional engineer licensed in the State of Texas and shall be reviewed by the City Manager, who shall designate the appropriate number of service units.
- E. The City Council may revise the service units designation according to the procedure set forth in Chapter 395 of the Texas Local Government Code and its successors.

#### Section 44-60 Impact Fees Per Service Unit

- A. The maximum impact fee per service unit for each conceptual service area shall be computed by subtracting fifty percent (50%) of the total projected cost of implementing the capital improvements plan for that category of capital improvements, and dividing the growth-related capital construction cost of service in the conceptual service area identified in the capital improvements plan for that category of capital improvements, by the total number of projected service units anticipated within the conceptual service area which are necessitated by and attributable to new development, based on the land use assumptions for that conceptual service area. Maximum impact fees per service unit for each conceptual service area are established by category of capital improvements and are set forth in Exhibit C attached hereto and made a part hereof by reference.
- B. Exhibit C may be amended by the City Council according to the procedure set forth in Chapter 395 of the Texas Local Government Code and its successors.
- C. The Effective Impact Fees per service unit, shown in Exhibit C to this Ordinance, may be amended from time to time by the City Council, through ordinance amendment, to any amount equal to or less than the maximum fees set forth in Exhibit C to this ordinance.
- D. In accordance with Section 395.014 (a) (7) of the Local Government Code, the capital improvements plans (Exhibits D and E) have included a credit equal to fifty percent (50%) of the total projected cost of implementing the capital improvements



plans, and the credit was applied to such projected costs prior to calculation of the Maximum and Effective Impact Fees shown in Exhibit C of this Ordinance.

Section 44-61 Assessment of Impact Fees

- A. The approval of any subdivision of land or of any new development shall include as a condition the assessment of the impact fee applicable to such development.
- B. Assessment of the impact fee for any new development shall be made as follows:
  - 1. For new development which is submitted for approval pursuant to the City's subdivision regulations following the effective date of this Ordinance, assessment shall be at the time of recording the final subdivision plat with the County Clerk and shall be the value of the effective impact fee per service unit then in effect, as provided in Exhibit C as set forth in Section 1.10.C. The City may provide the subdivider with a copy of Exhibit C prior to final subdivision plat approval, but providing such copy shall not constitute assessment within the meaning of this Ordinance.
  - 2. For new development for which a final subdivision plat was recorded with the County Clerk prior to November 15, 2005 and for which no replatting is necessary prior to the issuance of a building permit, assessment shall be upon the issuance of a building permit (or upon issuance of a water or sewer tap for properties outside the Burleson city limits), and shall be the value of the maximum impact fee per service unit in effect November 15, 2005.
  - 3. For new development occurs or is proposed to occur without platting, assessment shall be upon the issuance of a building permit (or upon issuance of a water or sewer tap for properties outside the Burleson city limits), and shall be the value of the maximum impact fee per service unit set forth in Exhibit C.
  - 4. For properties with existing taps that were purchased prior to November 15, 2005, owners may exchange those purchased taps for taps which will reflect an equivalent number of LUE's, as determined under Section 1.09. If the exchange of said taps will result in an increase in the number of LUE's, the purchaser shall be assessed the effective impact fee in effect at the time of tap exchange, based on the additional LUE's required.
  - 5. Water demand related solely to landscape irrigation demand shall be assessed a water impact fee, but shall not be assessed a sewer impact fee.
  - 6. Because fire protection is of critical concern to the community as a whole, water demand related solely to fire protection is not subject to assessment of an impact fee. However, if the fire protection capacity of the fire demand meter is routinely utilized for domestic purposes as evidenced by the registration of consumption recorded on the City's meter-reading and billing systems, the current owner of the property shall be assessed the impact fees currently in effect at the time such conversion is established by the

City for the fire protection capacity which has been converted to domestic capacity by its routine usage as domestic capacity.

- C. Following assessment of the impact fees pursuant to Subsection B of this Section, no additional impact fees or increases thereof shall be assessed against that development unless the number of service units increases, as set forth under Section 1.09.
- D. Following the lapse or expiration of approval for a plat, a new assessment must be performed at the time a new application for such development is filed.

#### Section 44-62 Calculation of Impact Fees

- A. Following the request for new development as provided in Section 1.11 of this Ordinance, the City shall compute impact fees due for the new development in the following manner:
  - 1. The total service units for the new development shall be multiplied by the appropriate per-unit effective fee value determined as set forth in Section 1.10; and
  - 2. The maximum amount payable shall be capped at the assessment amount calculated as set forth in Section 1.11 of this Ordinance; and
  - 3. Fee credits and offsets shall be subtracted as determined by the process proscribed in Section 1.15 of this Ordinance.
- B. The value of each impact fee due for a new development shall not exceed a value computed by multiplying the effective fee assessed per service unit pursuant to Section 1.10 by the number of service units generated by the development.

#### Section 44-63 Collection of Impact Fees

- A. No water or wastewater tap or building permit shall be issued until all impact fees due have been paid to the City, or until a "notice of impact fee due" is recorded as provided in this Section, except as provided otherwise by contract.
- B. Effective impact fees, as shown in Exhibit C of this Ordinance, shall be paid at the time of the issuance of a building permit, except as provided in Section C through Section F of this Section.
- C. For land platted outside the corporate boundaries of the City, fees shall be collected at the time an application for connection to the City's water or wastewater system is filed.
- D. If the City lacks authority to issue building permits in the area where the impact fee applies, impact fees shall be collected at the time an application is filed for connection to the City's water or wastewater system.
- E. The City may, at its sole discretion, enter into contracts to establish a different date of fee collection than those provided in this Section.

- F. It shall be the policy of the City to attempt to revise any contracts which might exist with wholesale customers, or which in the future may be entered into for wholesale service, in such a manner that impact fees are collected from the wholesale customer according to the number of LUE's attributable to each retail meter for new development within the wholesale customer's service area.
- G. The City of Burleson shall collect City of Fort Worth impact fees at the same time as but in addition to City of Burleson impact fees.

#### Section 44-64 Suspension of Fee Collection

- A. This section is no longer applicable. There is no suspension of fee collection.

#### Section 44-65 Offsets and Credits Against Impact Fees

- A. Pursuant to rules established in this Section, the City may offset fifty percent (50%) of the value of any system-related facilities which have been dedicated to and received by the City without City participation in the cost thereof, including the value of rights-of-way or capital improvements constructed pursuant to an agreement with the City, against the value of the impact fees due for that category of capital improvement.
- B. All offsets and credits against impact fees shall be subject to the following limitations and shall be granted based on this Ordinance and additional standards promulgated by the City, which may be adopted as administrative guidelines.
  - 1. No offset or credit shall be given for the dedication or construction of site-related facilities.
  - 2. The unit costs used to calculate the offsets shall not exceed those assumed for the capital improvements included in the capital improvements plan for the category of facility within the conceptual service area for which the impact fee is imposed.
  - 3. If an offset or credit applicable to a plat or development has not been exhausted within ten (10) years from the date of the issuance of the first building permit after the effective date of this ordinance or within such period as may be otherwise designated by contract, such offset or credit shall lapse.
  - 4. In no event will the City reimburse the property owner or developer for an offset or credit when no impact fees for the new development can be collected pursuant to this Ordinance or for any value exceeding the total impact fees due for the development for that category of capital improvement, unless otherwise agreed to by the City.
- C. An applicant for new development must apply for an offset or credit against impact fees due for the development either at or before the time of plat recordation, or if development is to occur without platting, at or before issuance of a building permit (or at or before issuance of a water or sewer tap for properties outside the Burleson

city limits). The applicant shall file a petition for offsets or credits with the City on a form provided for such purpose. The contents of the petition shall be established by administrative guidelines. The City must provide the applicant, in writing, with a decision on the offset or credit request, including the reasons for the decision. The decision shall specify the maximum value of the offset or credit which may be applied against an impact fee, which value and the date of the determination shall be associated with the plat for the new development.

- D. The available offset or credit associated with the plat or development shall be applied against an impact fee in the following manner:
1. Such offset or credit shall be prorated equally among all service units, as calculated in Section 1.09, and remain applicable to such service units, to be applied at time of filing and acceptance of an application for a building permit, against impact fees due.
  2. If the total number of service units used by the City in the original offset or credit calculation, as described in 1 above, is eventually exceeded by the number of total service units realized by the actual development, the City may, at its sole discretion, collect the full impact fee exclusive of any associated offset or credits for the excess service units.
  3. At its sole discretion, the City may authorize alternative credit or offset agreements upon petition by the owner in accordance with guidelines promulgated by the City.

#### Section 44-66 Establishment of Accounts and Records

- A. The City's Finance Department shall establish an account for each service area for each category of capital facility for which an impact fee is imposed. Each impact fee collected within the service area shall be deposited in such account.
- B. Interest earned on the account into which the impact fees are deposited shall be considered funds of the account and shall be used solely for the purposes authorized in Section 1.17. Disbursement of funds shall be authorized by the City at such times as are reasonably necessary to carry out the purposes and intent of this Ordinance.
- C. The City's Finance Department shall establish adequate financial and accounting controls to ensure that impact fees disbursed from the account are utilized solely for the purposes authorized in Section 1.17. Disbursement of funds shall be authorized by the City at such times as are reasonably necessary to carry out the purpose and intent of this Ordinance. Any impact fee paid shall be expended within a reasonable period of time, not to exceed ten (10) years from the date the fee is deposited into the account. Execution of a design or construction contract by the City shall be considered to be expenditure of funds of the account.
- D. The City's Finance Department shall maintain and keep financial records for impact fees, which shall show the source and disbursement of all fees collected in or expended from each service area. The records of the account into which impact fees are deposited shall be open for public inspection and copying during ordinary business hours.

#### Section 44-67 Use of Proceeds of Impact Fee Accounts

- A. The impact fees collected pursuant to this Ordinance may be used to finance or to recoup capital construction costs of service. Impact fees may also be used to retire bonds or to pay the principal sum and interest and other finance costs on bonds, notes or other obligations issued by or on behalf of the City to finance such capital construction costs of service.
- B. Impact fees collected pursuant to this Ordinance shall not be used to pay for any of the following expenses:
  - 1. Construction, acquisition or expansion of capital improvements or assets other than those identified in the associated capital improvements plans;
  - 2. Repair, operation, or maintenance of existing or new capital improvements or facilities expansions;
  - 3. Upgrading, expanding or replacing existing capital improvements to serve existing development in order to meet stricter safety, efficiency, environmental or regulatory standards;
  - 4. Upgrading, expanding or replacing existing capital improvements to provide better service to existing development; provided however, that impact fees may be used to pay the costs of upgrading, expanding or replacing existing capital improvements in order to meet the need for new capital improvements generated by new development; or
  - 5. Administrative and operating costs of the City.

#### Section 44-68 Appeals

- A. The property owner or applicant for new development may appeal the following decisions to the City Council:
  - 1. The applicability of an impact fee to the development;
  - 2. The basis for fee calculation;
  - 3. The availability or the value of an offset or credit;
  - 4. The application of an offset or credit against an impact fee due; and
  - 5. The amount of any refund due under Section 1.19 of this Ordinance.
- B. The burden of proof shall be on the appellant to demonstrate that the value of the fee or the value of the offset or credit was not calculated according to the applicable impact fee schedule or the guidelines established for determining offsets and credits.
- C. The appellant must file a notice of appeal with the City Manager of Burleson within thirty (30) days following the decision. The development application or tap

purchase or building permit application may be processed while the appeal is pending if the notice of appeal is accompanied by a bond or other sufficient surety satisfactory to the City Secretary in an amount equal to the original determination of the impact fee due.

#### Section 44-69 Refunds

- A. Any impact fee or portion thereof collected pursuant to this Ordinance which has not been expended as authorized by this Ordinance within ten (10) years from the date of payment, shall be refunded, upon application, to the record owner of the property at the time the refund is paid, or, if the impact fee was paid by another political subdivision or governmental entity, to such political subdivision or governmental entity, together with interest calculated from the date of collection to the date of refund at the statutory rate as set forth in Section 302.002, Finance Code, or its successor statute.
- B. An impact fee collected pursuant to this Ordinance shall be considered expended if the total expenditures for capital improvements or facilities expansions authorized in Section 1.17 within ten (10) years following the date of payment exceeds the total fees collected for such improvements or expansions during such period.
- C. If a refund is due pursuant to Subsections A and B, the City shall pro-rate the same by dividing the difference between the amount of expenditures and the amount of the fees collected by the total number of service units assumed within the conceptual service area for the period to determine the refund due per service unit. The refund to the record owner or governmental entity shall be calculated by multiplying the refund due per service unit by the number of service units for the development for which the fee was paid, and interest due shall be calculated upon that amount.
- D. Upon completion of all the capital improvements or facilities expansions identified in the capital improvements plan upon which the fee was based, the City shall recalculate the maximum impact fee per service unit using the actual costs for the improvements or expansions. If the maximum impact fee per service unit based on actual cost is less than the impact fee per service unit paid, the City shall refund the difference, if such difference exceeds the impact fee paid by more than ten percent (10%). The refund to the record owner or governmental entity shall be calculated by multiplying such difference by the number of service units for the development for which the fee was paid, and interest due shall be calculated upon that amount.
- E. Upon the request of an owner of the property on which an impact fee has been paid, the City shall refund such fees if:
  - 1. Existing service is available and service is denied; or
  - 2. Service was not available when the fee was collected and the City has failed to commence construction of facilities to provide service within two years of fee payment; or



3. Service was not available when the fee was collected and has not subsequently been made available within a reasonable period of time considering the type of capital improvement or facility expansion to be constructed, but in no event later than five years from the date of fee payment.
- F. The City shall refund an appropriate proportion of impact fee payments in the event that a previously purchased unused water meter is replaced with a smaller meter, based on the LUE differential of the two meter sizes and the per-LUE fee at the time of the original fee payment, less an administrative charge of \$50.
  - G. Petitions for refunds shall be submitted to the City Council on a form provided by the City for such purpose. Within one month of the date of receipt of a petition for refund, the Council must provide the petitioner, in writing, with a decision on the refund request, including the reasons for the decision. If a refund is due to the petitioner, the Council shall notify the Finance Director and request that a refund payment be made to the petitioner.

#### Section 44-70 Updates to Plan and Revision of Fees

The City shall review the land use assumptions and capital improvements plan for water and wastewater facilities at least every five years, the first five year period which shall commence from the date of adoption of the capital improvements plan referenced herein. The City Council shall accordingly then make a determination of whether changes to the land use assumptions, capital improvements plan or impact fees are needed and shall, in accordance with the procedures set forth in Chapter 395 of the Texas Local Government Code, or any successor statute, either update the fees or make a determination that no update is necessary.

#### Section 44-71 Functions of Advisory Committee

- A. The functions of the Advisory Committee are those set forth in Chapter 395 of the Texas Local Government Code, or any successor statute, and shall include the following:
  1. Advise and assist the City in adopting land use assumptions;
  2. Review the capital improvements plan regarding water and wastewater capital improvements and file written comments thereon;
  3. Monitor and evaluate implementation of the capital improvements program;
  4. Advise the City of the need to update or revise the land use assumptions, capital improvements program and impact fees; and
  5. File semiannual reports evaluating the progress of the City in achieving the capital improvements plans and identifying any problems in implementing the plans or administering the impact fees, and any perceived inequities in administration of the fee.

- B. The City shall make available to the Advisory Committee any professional reports prepared in the development or implementation of the capital improvements plan.
- C. The Council shall adopt procedural rules for the committee to follow in carrying out its duties.

#### Section 44-72 Use of Other Financing Mechanisms

- A. The City may finance water and wastewater capital improvements or facilities expansions designated in the capital improvements plan through the use of operating cash transfers, through the issuance of bonds, through the formation of public improvement districts or other assessment districts, or through any other authorized mechanism, in such manner and subject to such limitations as may be provided by law, in addition to the use of impact fees.
- B. Except as herein otherwise provided, the assessment and collection of an impact fee shall be additional and supplemental to, and not in substitution of, any other tax, fee, charge or assessment which is lawfully imposed on and due against the property.

#### Section 44-73 Impact Fees as Additional and Supplemental Regulation

- A. Impact fees established by this Ordinance are additional and supplemental to, and not in substitution of, any other requirements imposed by the City on the development of land or the issuance of building permits or the sale of water or wastewater taps or the issuance of certificates of occupancy. Such impact fees are intended to be consistent with and to further the policies of the City's Comprehensive Plan, capital improvements plan, zoning ordinance, subdivision regulations and other City policies, ordinances and resolutions by which the City seeks to ensure the provision of adequate public facilities in conjunction with the development of land.
- B. This Ordinance shall not affect, in any manner, the permissible use of property, density of development, design, and improvement standards and requirements, or any other aspect of the development of land or provision of public improvements subject to the zoning and subdivision regulations or other regulations of the City, which shall be operative and remain in full force and effect without limitation with respect to all such development.

#### Section 44-74 Relief Procedures

- A. Any person who has paid an impact fee or an owner of land upon which an impact fee has been paid may petition the City Manager to determine whether any duty required by this Ordinance has not been performed within the time so prescribed. The petition shall be in writing and shall state the nature of the unperformed duty and request that the act be performed within sixty (60) days of the request. If the Manager determines that the duty is required pursuant to the Ordinance and is late in being performed, it shall cause the duty to commence within sixty (60) days of the date of the request and to continue until completion.

#### Section 44-75 Exemption from Ordinance

- A. In an area where water service is provided under a contract between the City and a water district, utility district, or other political subdivision, the City may agree that the water impact fees or other capital recovery fees of the district or political subdivision shall be collected in the area instead of Burleson's water impact fees. Before the City enters into such a contract the City Council shall find that the agreement will be in the City's best interest.
- B. Except as provided in Subsection A of this Section, no exemptions will be granted from payment of applicable water and wastewater impact fees.

**Section 44-76 Certification of Compliance Required**

- A. The City Manager shall submit a written certification verifying compliance with this chapter to the Texas Attorney General each year not later than the last day of the City's fiscal year.
- B. The certification must be signed by the presiding officer of the City Council and must include a statement that reads substantially similar to the following: "This statement certifies compliance with Chapter 395, Local Government Code."

**DIVISION 2 - WATER FACILITIES IMPACT FEES**

**Section 44-101 Water Conceptual Service Area**

- A. There is hereby established a water conceptual service area as depicted on Exhibit A attached hereto and made a part hereof by reference.
- B. The boundaries of the water conceptual service area may be amended from time to time, and new water conceptual service areas may be delineated, pursuant to the procedures in Section 1.07.

**Section 44-102 Water Capital Improvements Plan**

- A. The Water Capital Improvements Plan for the City is hereby adopted as Exhibit D attached hereto and made a part hereof by reference.
- B. The Water Capital Improvements Plan may be amended from time to time, pursuant to the procedures set forth in Chapter 395 of the Texas Local Government Code and its successors.

**Section 44-103 Water Impact Fees**

- A. The maximum and effective impact fee values per service unit for water facilities are hereby adopted and incorporated in Exhibit C attached hereto and made a part hereof by reference.
- B. The impact fee values per service unit for water facilities may be amended from time to time, pursuant to the procedures in Section 1.10.

### **DIVISION 3 - WASTEWATER FACILITIES IMPACT FEES**

#### **Section 44-126      Wastewater Conceptual Service Area**

- A. There is hereby established a wastewater conceptual service area as depicted on Exhibit A attached hereto and made a part hereof by reference.
- B. The boundaries of the wastewater conceptual service area may be amended from time to time, and new wastewater conceptual service areas may be delineated, pursuant to the procedures in Section 1.07.

#### **Section 44-127      Wastewater Capital Improvements Plan**

- A. The Wastewater Capital Improvements Plan for the City is hereby adopted as Exhibit E attached hereto and made a part hereof by reference.
- B. The Wastewater Capital Improvements Plan may be amended from time to time, pursuant to the procedures set forth in Chapter 395 of the Texas Local Government Code and its successors.

#### **Section 44-128      Wastewater Impact Fees**

- A. The maximum and effective impact fee values per service unit for wastewater facilities are hereby adopted and incorporated in Exhibit C attached hereto and made a part hereof by reference.
- B. The impact fee values per service unit for wastewater facilities may be amended from time to time, pursuant to the procedures in Section 1.10.”

### **SECTION 2**

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

### **SECTION 3**

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

### **SECTION 4**

The provisions of this Ordinance shall be liberally construed to effectively carry out its purposes, which are hereby found and declared to be in furtherance of the public health, safety, and welfare. Any member of the Council or any City official or employee charged with the enforcement of this ordinance, acting for the City in the discharge of his or her duties, shall not

thereby render himself or herself personally liable; and is hereby relieved from all personal liability for any damage that might accrue to persons or property as a result of any act required or permitted in the discharge of said duties.

## SECTION 5

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

## SECTION 6

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

## SECTION 7

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

AND IT IS SO ORDAINED.

**PASSED AND APPROVED** the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**First Reading:** the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**Final Reading:** the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Chris Fletcher, Mayor  
City of Burleson, Texas

ATTEST:

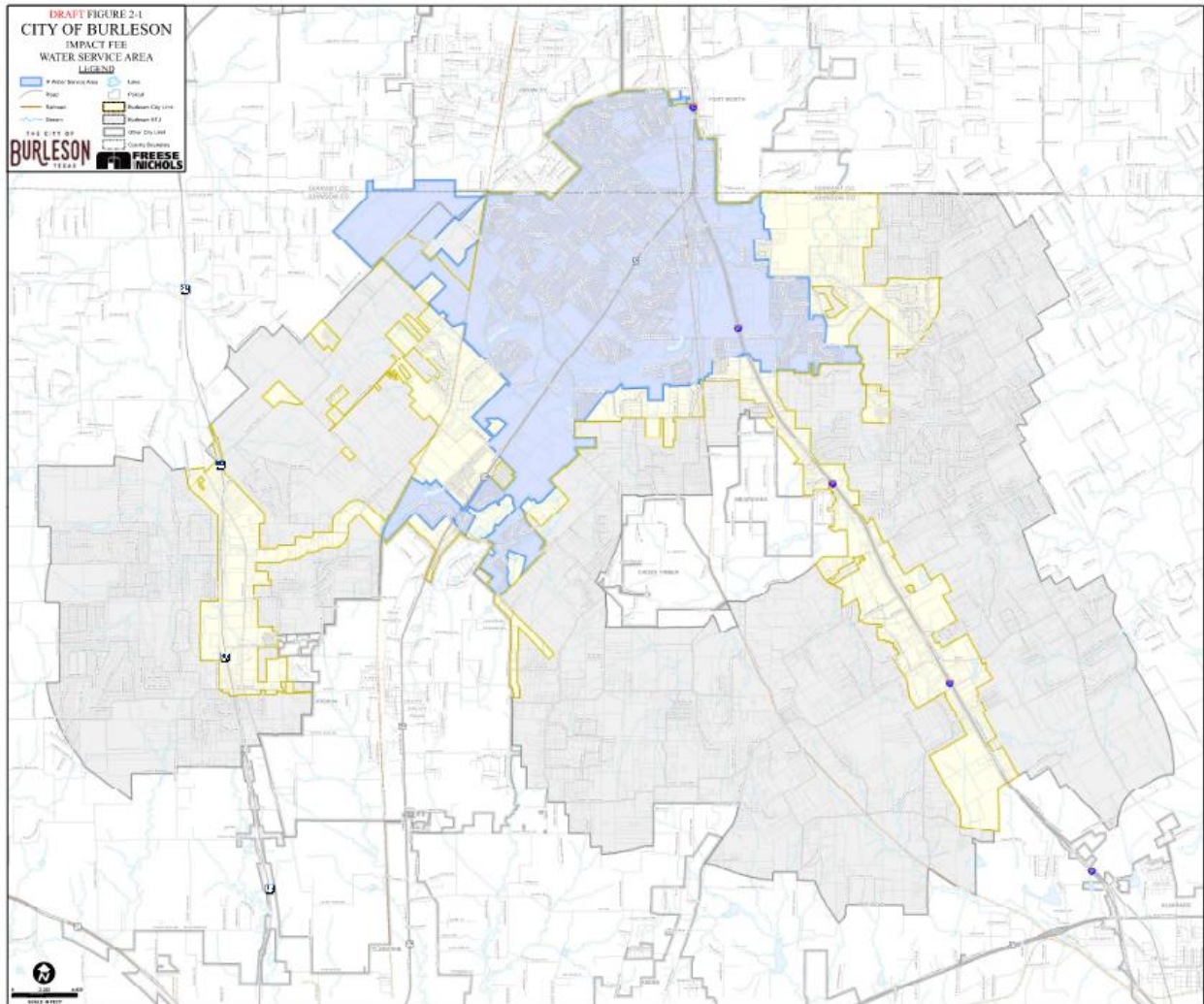
APPROVED AS TO FORM:

\_\_\_\_\_  
Amanda Campos, City Secretary

\_\_\_\_\_  
E. Allen Taylor, Jr., City Attorney

## **EXHIBIT A** **CONCEPTUAL SERVICE AREAS**

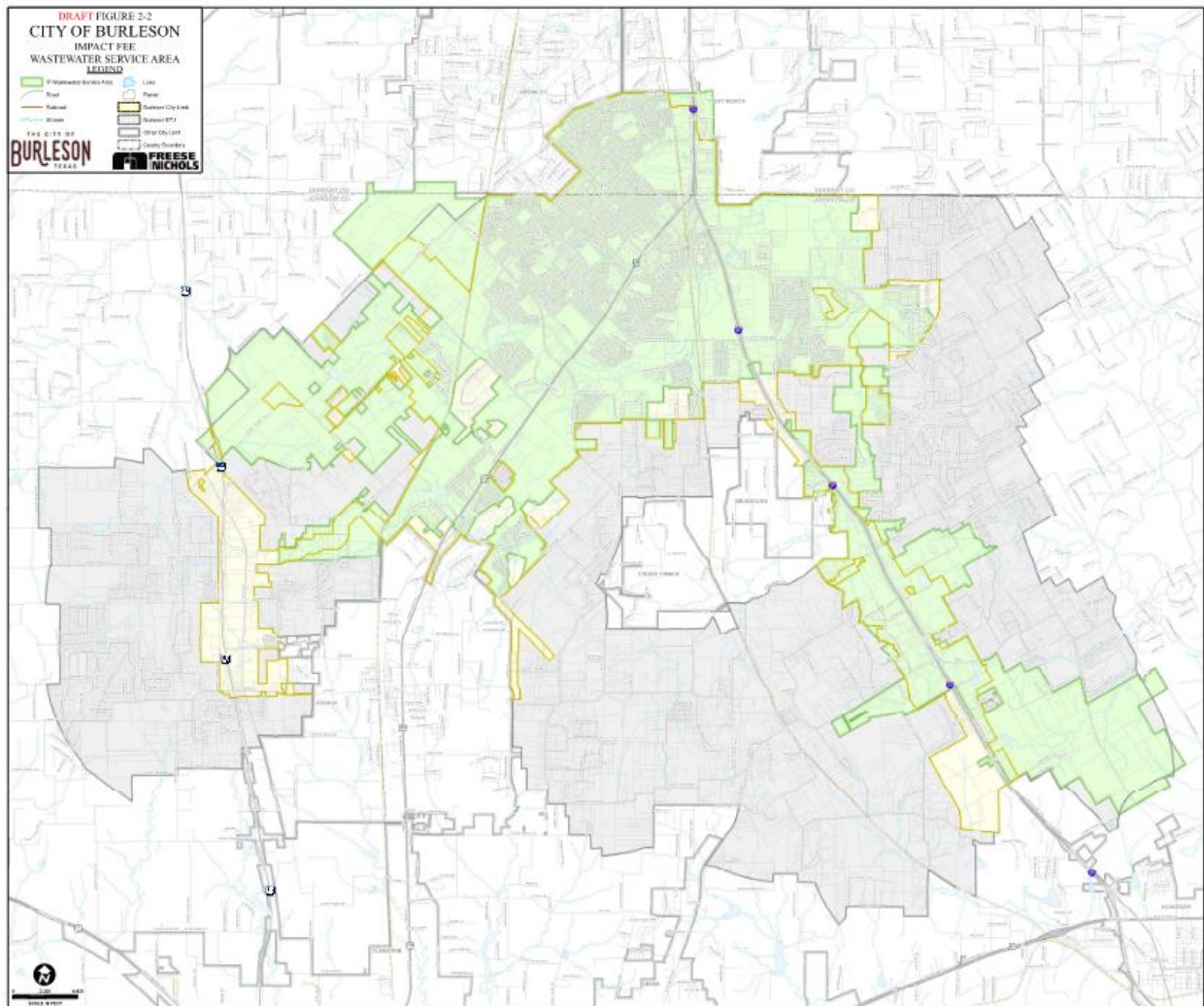
### **Water Service Area**



**NOTE: Digital Maps are available on the City's Website.**



## Sanitary Sewer Service Area

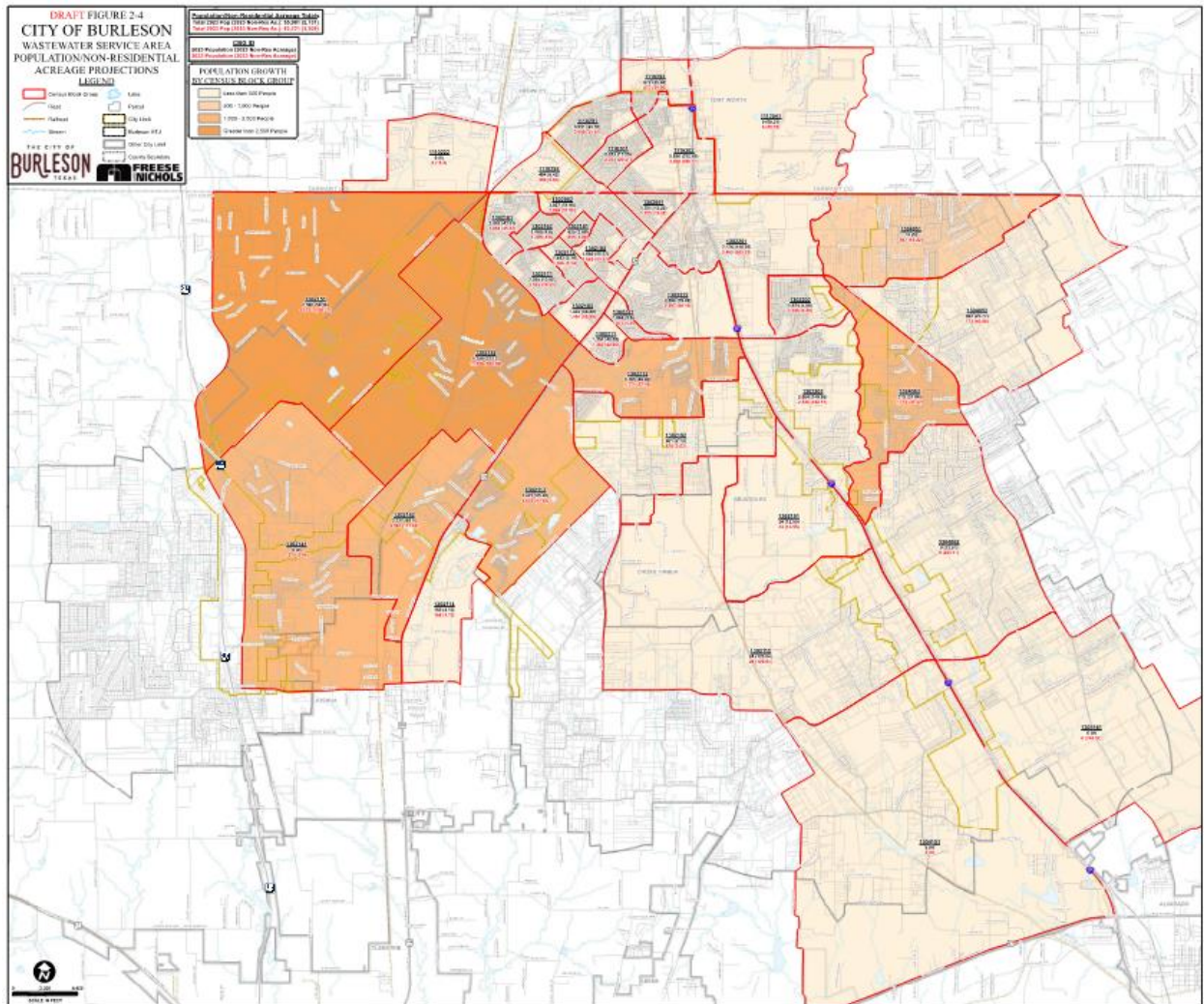


**NOTE: Digital Maps are available on the City's Website.**





## Sanitary Sewer – Land Use Assumptions



**NOTE: Digital Maps are available on the City's Website.**

## **EXHIBIT C - MAXIMUM AND EFFECTIVE IMPACT FEES**

### **MAXIMUM IMPACT FEES**

FOR VARIOUS WATER METER SIZES

METER TYPE	METER SIZE	MULTIPLIER	MAXIMUM IMPACT FEE <sup>1</sup>		
			WATER	SEWER	BOTH
SIMPLE	5/8" x 5/8"	1	\$2,492.00	\$1,731.00	\$4,223.00
SIMPLE	5/8" x 3/4"	1	\$2,492.00	\$1,731.00	\$4,223.00
SIMPLE	3/4" x 3/4"	1.5	\$3,738.00	\$2,597.00	\$6,335.00
SIMPLE	1"	2.5	\$6,230.00	\$4,328.00	\$10,558.00
SIMPLE	1 1/2"	5	\$12,460.00	\$8,655.00	\$21,115.00
SIMPLE	2"	8	\$19,936.00	\$13,848.00	\$33,784.00
COMPOUND	2"	8	\$19,936.00	\$13,848.00	\$33,784.00
TURBINE	2"	10	\$24,920.00	\$17,310.00	\$42,230.00
COMPOUND	3"	16	\$39,872.00	\$27,696.00	\$67,568.00
TURBINE	3"	24	\$59,808.00	\$41,544.00	\$101,352.00
COMPOUND	4"	25	\$62,300.00	\$43,275.00	\$105,575.00
TURBINE	4"	42	\$104,664.00	\$72,702.00	\$177,366.00
COMPOUND	6"	50	\$124,600.00	\$86,550.00	\$211,150.00
TURBINE	6"	92	\$229,264.00	\$159,252.00	\$388,516.00
COMPOUND	8"	80	\$199,360.00	\$138,480.00	\$337,840.00
TURBINE	8"	160	\$398,720.00	\$276,960.00	\$675,680.00
COMPOUND	10"	115	\$286,580.00	\$199,065.00	\$485,645.00
TURBINE	10"	250	\$623,000.00	\$432,750.00	\$1,055,750.00
TURBINE	12"	330	\$822,360.00	\$571,230.00	\$1,393,590.00

Notes:

1. Impact fees shown above do not include City of Fort Worth impact fees that Burleson is required to collect in addition to Burleson impact fees.
2. Maximum Impact Fees for Water and Wastewater are based on the Impact Fee Study prepared by Freese and Nichols as presented to City Council in October 2, 2023.

## **EFFECTIVE IMPACT FEES**

### FOR VARIOUS WATER METER SIZES

These Fees Effective: **Sept. 20, 2016 to Sept. 30, 2017**

METER TYPE	METER SIZE	MULTIPLIER	EFFECTIVE IMPACT FEE <sup>1</sup>		
			WATER	SEWER	BOTH
SIMPLE	5/8" x 5/8"	1	\$2,100.00	\$950.00	\$3,050.00
SIMPLE	5/8" x 3/4"	1	\$2,100.00	\$950.00	\$3,050.00
SIMPLE	3/4" x 3/4"	1.5	\$3,150.00	\$1,425.00	\$4,575.00
SIMPLE	1"	2.5	\$5,250.00	\$2,375.00	\$7,625.00
SIMPLE	1 1/2"	5	\$10,500.00	\$4,750.00	\$15,250.00
SIMPLE	2"	8	\$16,800.00	\$7,600.00	\$24,400.00
COMPOUND	2"	8	\$16,800.00	\$7,600.00	\$24,400.00
TURBINE	2"	10	\$21,000.00	\$9,500.00	\$30,500.00
COMPOUND	3"	16	\$33,600.00	\$15,200.00	\$48,800.00
TURBINE	3"	24	\$50,400.00	\$22,800.00	\$73,200.00
COMPOUND	4"	25	\$52,500.00	\$23,750.00	\$76,250.00
TURBINE	4"	42	\$88,200.00	\$39,900.00	\$128,100.00
COMPOUND	6"	50	\$105,000.00	\$47,500.00	\$152,500.00
TURBINE	6"	92	\$193,200.00	\$87,400.00	\$280,600.00
COMPOUND	8"	80	\$168,000.00	\$76,000.00	\$244,000.00
TURBINE	8"	160	\$336,000.00	\$152,000.00	\$488,000.00
COMPOUND	10"	115	\$241,500.00	\$109,250.00	\$350,750.00
TURBINE	10"	250	\$525,000.00	\$237,500.00	\$762,500.00
TURBINE	12"	330	\$693,000.00	\$313,500.00	\$1,006,500.00

**Notes:**

1. Impact fees shown above do not include City of Fort Worth impact fees that Burleson is required to collect in addition to Burleson impact fees.

# **EFFECTIVE IMPACT FEES**

FOR VARIOUS WATER METER SIZES

**These Fees Effective: Oct. 1, 2017 to Sept. 30, 2018**

METER TYPE	METER SIZE	MULTIPLIER	EFFECTIVE IMPACT FEE <sup>1</sup>		
			WATER	SEWER	BOTH
SIMPLE	5/8" x 5/8"	1	\$2,362.00	\$950.00	\$3,312.00
SIMPLE	5/8" x 3/4"	1	\$2,362.00	\$950.00	\$3,312.00
SIMPLE	3/4" x 3/4"	1.5	\$3,543.00	\$1,425.00	\$4,968.00
SIMPLE	1"	2.5	\$5,905.00	\$2,375.00	\$8,280.00
SIMPLE	1 1/2"	5	\$11,810.00	\$4,750.00	\$16,560.00
SIMPLE	2"	8	\$18,896.00	\$7,600.00	\$26,496.00
COMPOUND	2"	8	\$18,896.00	\$7,600.00	\$26,496.00
TURBINE	2"	10	\$23,620.00	\$9,500.00	\$33,120.00
COMPOUND	3"	16	\$37,792.00	\$15,200.00	\$52,992.00
TURBINE	3"	24	\$56,688.00	\$22,800.00	\$79,488.00
COMPOUND	4"	25	\$59,050.00	\$23,750.00	\$82,800.00
TURBINE	4"	42	\$99,204.00	\$39,900.00	\$139,104.00
COMPOUND	6"	50	\$118,100.00	\$47,500.00	\$165,600.00
TURBINE	6"	92	\$217,304.00	\$87,400.00	\$304,704.00
COMPOUND	8"	80	\$188,960.00	\$76,000.00	\$264,960.00
TURBINE	8"	160	\$377,920.00	\$152,000.00	\$529,920.00
COMPOUND	10"	115	\$271,630.00	\$109,250.00	\$380,880.00
TURBINE	10"	250	\$590,500.00	\$237,500.00	\$828,000.00
TURBINE	12"	330	\$779,460.00	\$313,500.00	\$1,092,960.00

Notes:

- Impact fees shown above do not include City of Fort Worth impact fees that Burleson is required to collect in addition to Burleson impact fees.



# **EFFECTIVE IMPACT FEES**

FOR VARIOUS WATER METER SIZES

These Fees Effective: Oct. 1, 2018 to Feb. 3, 2019

METER TYPE	METER SIZE	MULTIPLIER	EFFECTIVE IMPACT FEE <sup>1</sup>		
			WATER	SEWER	BOTH
SIMPLE	5/8" X 5/8"	1	\$2,624.00	\$950.00	\$3,574.00
SIMPLE	5/8" X 3/4"	1	\$2,624.00	\$950.00	\$3,574.00
SIMPLE	3/4" X 3/4"	1.5	\$3,936.00	\$1,425.00	\$5,361.00
SIMPLE	1"	2.5	\$6,560.00	\$2,375.00	\$8,935.00
SIMPLE	1 1/2"	5	\$13,120.00	\$4,750.00	\$17,870.00
SIMPLE	2"	8	\$20,992.00	\$7,600.00	\$28,592.00
COMPOUND	2"	8	\$20,992.00	\$7,600.00	\$28,592.00
TURBINE	2"	10	\$26,240.00	\$9,500.00	\$35,740.00
COMPOUND	3"	16	\$41,984.00	\$15,200.00	\$57,184.00
TURBINE	3"	24	\$62,976.00	\$22,800.00	\$85,776.00
COMPOUND	4"	25	\$65,600.00	\$23,750.00	\$89,350.00
TURBINE	4"	42	\$110,208.00	\$39,900.00	\$150,108.00
COMPOUND	6"	50	\$131,200.00	\$47,500.00	\$178,700.00
TURBINE	6"	92	\$241,408.00	\$87,400.00	\$328,808.00
COMPOUND	8"	80	\$209,920.00	\$76,000.00	\$285,920.00
TURBINE	8"	160	\$419,840.00	\$152,000.00	\$571,840.00
COMPOUND	10"	115	\$301,760.00	\$109,250.00	\$411,010.00
TURBINE	10"	250	\$656,000.00	\$237,500.00	\$893,500.00
TURBINE	12"	330	\$865,920.00	\$313,500.00	\$1,179,420.00

Note:

- Impact fees shown above do not include City of Fort Worth impact fees that Burleson is required to collect in addition to Burleson impact fees.

# **EFFECTIVE IMPACT FEES**

FOR VARIOUS WATER METER SIZES

These Fees Effective: **Feb 4, 2019 to Dec 31, 2023**

METER TYPE	METER SIZE	MULTIPLIER	EFFECTIVE IMPACT FEE <sup>1</sup>		
			WATER	SEWER	BOTH
SIMPLE	5/8" X 5/8"	1	\$2,624.00	\$1,312.00	\$3,936.00
SIMPLE	5/8" X 3/4"	1	\$2,624.00	\$1,312.00	\$3,936.00
SIMPLE	3/4" X 3/4"	1.5	\$3,936.00	\$1,968.00	\$5,904.00
SIMPLE	1"	2.5	\$6,560.00	\$3,280.00	\$9,840.00
SIMPLE	1 1/2"	5	\$13,120.00	\$6,560.00	\$19,680.00
SIMPLE	2"	8	\$20,992.00	\$10,496.00	\$31,488.00
COMPOUND	2"	8	\$20,992.00	\$10,496.00	\$31,488.00
TURBINE	2"	10	\$26,240.00	\$13,120.00	\$39,360.00
COMPOUND	3"	16	\$41,984.00	\$20,992.00	\$62,976.00
TURBINE	3"	24	\$62,976.00	\$31,488.00	\$94,464.00
COMPOUND	4"	25	\$65,600.00	\$32,800.00	\$98,400.00
TURBINE	4"	42	\$110,208.00	\$55,104.00	\$165,312.00
COMPOUND	6"	50	\$131,200.00	\$65,600.00	\$196,800.00
TURBINE	6"	92	\$241,408.00	\$120,704.00	\$362,112.00
COMPOUND	8"	80	\$209,920.00	\$104,960.00	\$314,880.00
TURBINE	8"	160	\$419,840.00	\$209,920.00	\$629,760.00
COMPOUND	10"	115	\$301,760.00	\$150,880.00	\$452,640.00
TURBINE	10"	250	\$656,000.00	\$328,000.00	\$984,000.00
TURBINE	12"	330	\$865,920.00	\$432,960.00	\$1,298,880.00

Note:

- Impact fees shown above do not include City of Fort Worth impact fees that Burleson is required to collect in addition to Burleson impact fees.

# **EFFECTIVE IMPACT FEES**

FOR VARIOUS WATER METER SIZES

These Fees Effective: **Beginning Jan 1, 2024**

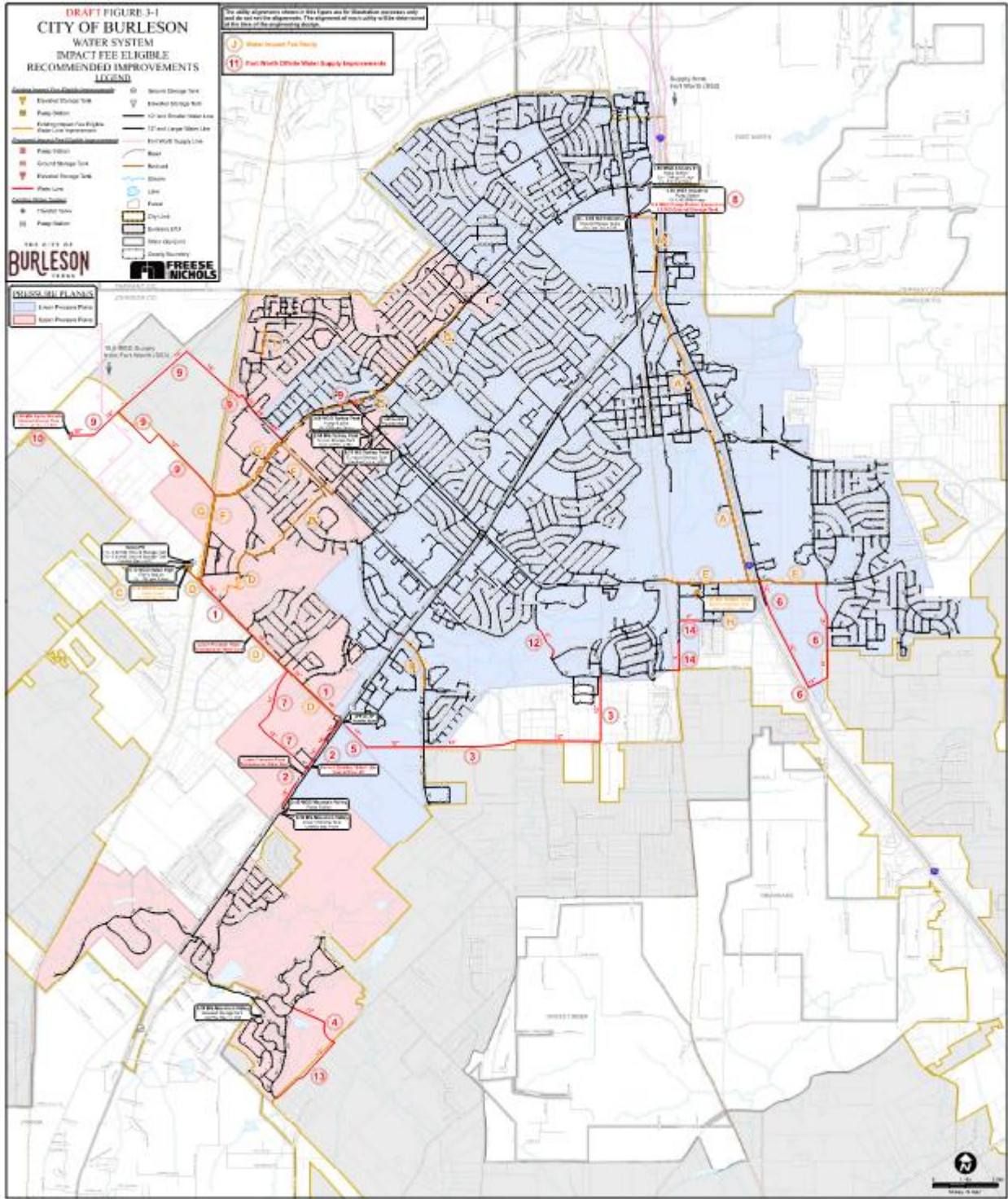
METER TYPE	METER SIZE	MULTIPLIER	EFFECTIVE IMPACT FEE <sup>1</sup>		
			WATER	SEWER	BOTH
SIMPLE	5/8" X 5/8"	1	\$2,492.00	\$1,731.00	\$4,223.00
SIMPLE	5/8" X 3/4"	1	\$2,492.00	\$1,731.00	\$4,223.00
SIMPLE	3/4" X 3/4"	1.5	\$3,738.00	\$2,597.00	\$6,335.00
SIMPLE	1"	2.5	\$6,230.00	\$4,328.00	\$10,558.00
SIMPLE	1 1/2"	5	\$12,460.00	\$8,655.00	\$21,115.00
SIMPLE	2"	8	\$19,936.00	\$13,848.00	\$33,784.00
COMPOUND	2"	8	\$19,936.00	\$13,848.00	\$33,784.00
TURBINE	2"	10	\$24,920.00	\$17,310.00	\$42,230.00
COMPOUND	3"	16	\$39,872.00	\$27,696.00	\$67,568.00
TURBINE	3"	24	\$59,808.00	\$41,544.00	\$101,352.00
COMPOUND	4"	25	\$62,300.00	\$43,275.00	\$105,575.00
TURBINE	4"	42	\$104,664.00	\$72,702.00	\$177,366.00
COMPOUND	6"	50	\$124,600.00	\$86,550.00	\$211,150.00
TURBINE	6"	92	\$229,264.00	\$159,252.00	\$388,516.00
COMPOUND	8"	80	\$199,360.00	\$138,480.00	\$337,840.00
TURBINE	8"	160	\$398,720.00	\$276,960.00	\$675,680.00
COMPOUND	10"	115	\$286,580.00	\$199,065.00	\$485,645.00
TURBINE	10"	250	\$623,000.00	\$432,750.00	\$1,055,750.00
TURBINE	12"	330	\$822,360.00	\$571,230.00	\$1,393,590.00

Note:

- Impact fees shown above do not include City of Fort Worth impact fees that Burleson is required to collect in addition to Burleson impact fees.

## **EXHIBIT D**

### **WATER CAPITAL IMPROVEMENTS PLAN**

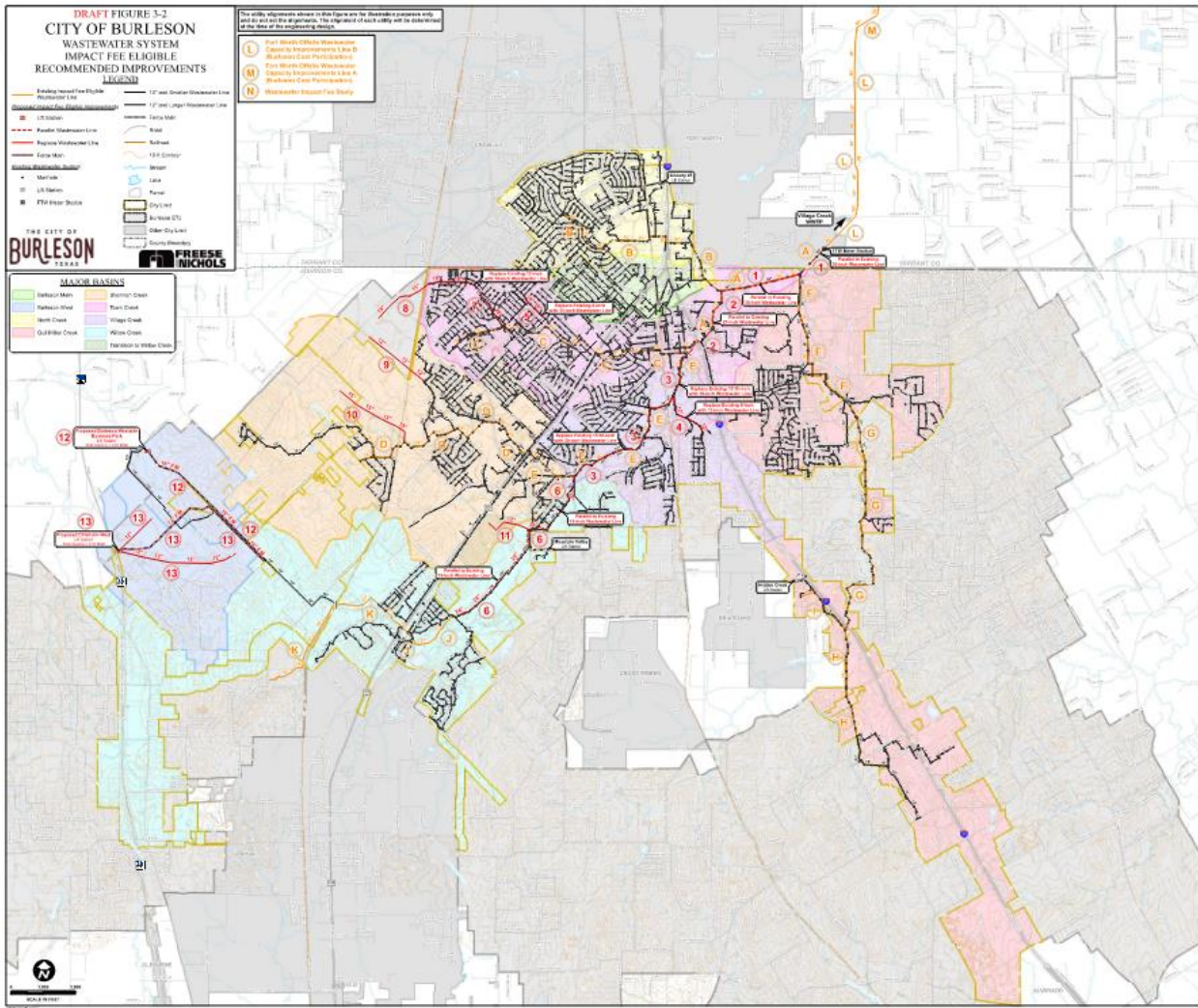


**NOTE: Digital Maps are available on the City's Website.**



## **EXHIBIT E**

### **WASTEWATER CAPITAL IMPROVEMENTS PLAN**



**NOTE: Digital Maps are available on the City's Website.**

**DEPARTMENT MEMO**

**DEPARTMENT:** City Manager's Office  
**FROM:** Eric Oscarson, Deputy City Manager  
**MEETING:** November 13, 2023

**SUBJECT**

Consider approval of a resolution allocating votes for the election of members to the Johnson County Central Appraisal District Board of Directors. *(Staff Presenter: Eric Oscarson, Deputy City Manager)*

**SUMMARY:**

The term of service for the five members of the Johnson County Central Appraisal District's (JCCAD) Board of Directors are set to expire on December 31, 2023. The members of the Board are both nominated and appointed, by vote of the governing bodies of the taxing authorities within the county. At the October 2<sup>nd</sup> meeting, city council made four nominations to the Johnson County Central Appraisal District Board. The action item before council is to allocate the 373 allotted votes to the candidates on the ballot. Council has the following options:

- Not take action
- Allocate votes among one person or any amount of members on the ballot, as desired.

As a reminder, the role and responsibility of the Board is to govern the appraisal district, hire the Chief Appraiser, and to adopt the annual budget for the district. The Board of Directors do not appraise property or make decisions affecting appraisal records.



**OPTIONS:**

1. Allocate votes to one or more members that appear on the ballot
2. Take no action

**RECOMMENDATION:**

N/A

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

November 11, 2019 – The City Council voted to apportion 189 votes to Byron Black and 188 votes to Toby Ford for election to the JCCAD Board of Directors.

No action was taken by the City Council to nominate candidates for the ballot for the JCCAD Board of Directors election 2019 – 2021 term.

October 4, 2021 - City Council voted to nominate Byron Black and Toby Ford to the JCCAD Board of Directors.

October 2, 2023 – City Council votes to nominate the following members to the ballot.

- Duaine Goulding
- Paul Jones
- Amy Lingo
- John Wood

**FISCAL IMPACT:**

None

**STAFF CONTACT:**

Name: Eric Oscarson  
Department: City Manager's Office  
Email: [eoscarson@burlesontx.com](mailto:eoscarson@burlesontx.com)  
Phone: 817-426-9837

# BALLOT ALLOCATION

Johnson and Tarrant County Central Appraisal Districts



# BOARD OF DIRECTORS

## General Information

### Make-up

- 5 Board Members for each District
- Elected by the taxing authorities within the district

### Roles & Responsibilities

- Hire the Chief Appraiser
- Govern the district
- Adopt the annual budget
- Does not appraise properties

### Term

- Serve two year terms, aligning with the calendar year
- Current terms expire December 31, 2023
- New terms run through January 1, 2024 - December 31, 2026



# NOMINATION & ELECTION PROCESS

**Each taxing authority is allocated votes, based on their share of the tax levy**

- City of Burleson may cast 373 votes for Johnson County and 6 in Tarrant County
- Votes may be apportioned in any way
- Ballots were received from Johnson County on October 23<sup>rd</sup>, and Tarrant County on October 30<sup>th</sup>
- Votes due by December 15<sup>th</sup>

**The five candidate receiving the highest number of votes are elected to the board (5,000 total votes)**

# HISTORY

**On October 2, 2023 City Council nominated the following candidates:**

## **Tarrant County**

- City Council nominated Gary Losada to the Tarrant County Central Appraisal District ballot.

## **Johnson County**

- City Council nominated Duaine Goulding, Paul Jones, Amy Lingo, and John Wood to the Johnson County Central Appraisal District ballot.

# NEXT STEPS

- City staff needs direction from council regarding the allocation of votes for both Johnson and Tarrant County.
- The number of votes must be provided on the official ballot of the appraisal districts before December 15, 2023.
- City Council may choose to allocate any portion of its votes to candidate(s) that appear on the ballots.



# OPTIONS



## APPROVE

Allocate votes to Johnson and  
Tarrant County Central Appraisal  
Districts



## OPTION 2 Take no action

# CENTRAL APPRAISAL DISTRICT OF JOHNSON COUNTY

109 N Main St  
Cleburne, TX 76033  
Phone (817) 648-3000  
Metro (817) 558-8100  
Fax (817) 645-3105  
www.johnsoncad.com  
customerservice@johnsoncad.net



Board of Directors  
Toby Ford, Chairman  
Don Beeson, Vice Chairman  
Brenda Webb, Secretary  
Byron Black  
Vance Castles  
Scott Porter, Tax Assessor/Collector

Executive Director/Chief Appraiser  
Jim Hudspeth, RPA, RTA, CTA, CSTA, CCA

October 20, 2023

The Honorable Chris Fletcher, Mayor  
City of Burleson  
141 West Renfro St  
Burleson, Texas 76028

Dear Mayor Fletcher:

Enclosed is your OFFICIAL BALLOT for election of the Central Appraisal District Board of Directors for 2024-2025. The City of Burleson is entitled to a total of 373 votes. You may cast all votes for one candidate or divide them up for two or more.

Your governing body should determine its vote by resolution. Please record the number of votes for the candidate(s) chosen on this OFFICIAL BALLOT, and return it to me along with a copy of your resolution before December 15, 2023.

Legislation prohibits ballots received after this date from being counted in the election. Please place the resolution on your agenda during November and ensure your ballot is in our office before December 15, 2023.

A copy of this letter is being sent to your city manager, along with a copy of the ballot; however, only you have the OFFICIAL BALLOT.

I cannot stress enough that the Property Tax Code requires timeliness in this matter. Please call me anytime I can be of help to you.

Respectfully,

Jim Hudspeth, RPA, RTA, CTA, CSTA, CCA  
Executive Director/Chief Appraiser

JH/jw  
Enclosures

cc: Mr. Tommy Ludwig, City Manager

Received by  
City Secretary's Office

OCT 23 2023

**CENTRAL APPRAISAL DISTRICT OF JOHNSON COUNTY  
109 N. MAIN  
CLEBURNE, TEXAS 76033**

**ELECTION OF BOARD OF DIRECTORS FOR 2024-2025**

**OFFICIAL BALLOT**

<b><u>VOTES</u></b>	<b><u>CANDIDATES</u></b>
<hr/>	<b>Don Beeson Sr.</b>
<hr/>	<b>Vance Castles</b>
<hr/>	<b>Toby Ford</b>
<hr/>	<b>Duaine Goulding</b>
<hr/>	<b>Paul Jones</b>
<hr/>	<b>Amy Lingo</b>
<hr/>	<b>Jeannie Prazak</b>
<hr/>	<b>Brenda Webb</b>
<hr/>	<b>John Wood</b>

RESOLUTION NO. \_\_\_\_\_

**RESOLUTION BY THE CITY OF \_\_\_\_\_, TEXAS, AFFIRMING  
THE CASTING OF VOTES IN THE 2024-2025 ELECTION OF THE BOARD OF  
DIRECTORS FOR THE CENTRAL APPRAISAL DISTRICT OF JOHNSON  
COUNTY, TEXAS.**

This is to affirm that the City Council of the City of \_\_\_\_\_, did on  
this the \_\_\_\_\_ day of \_\_\_\_\_, 2023, cast votes as indicated below for  
the candidate(s) in the election for the 2024-2025 Board of Directors of the Central  
Appraisal District of Johnson County, Texas, in a regular meeting of the City Council.

**Number of Votes**

**Candidate**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**RESOLVED AND ENTERED this the \_\_\_\_\_ day of \_\_\_\_\_, 2023.**

\_\_\_\_\_  
**MAYOR**

**ATTEST:**

\_\_\_\_\_  
**CITY SECRETARY**

**DEPARTMENT MEMO**

**DEPARTMENT:** City Manager's Office  
**FROM:** Eric Oscarson, Deputy City Manager  
**MEETING:** November 13, 2023

**SUBJECT**

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**SUMMARY:**

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- Not take action
- Allocate votes among one person or any amount of members on the ballot, as desired.

As a reminder, the role and responsibility of the Board is to govern the appraisal district, hire the Chief Appraiser, and to adopt the annual budget for the district. The Board of Directors do not appraise property or make decisions affecting appraisal records.

**OPTIONS:**

1. Allocate votes to one or more members that appear on the ballot
2. Take no action

**RECOMMENDATION:**

N/A

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

October 2, 2023 – City Council votes to nominate the following members to the ballot.

- Gary Losada

**FISCAL IMPACT:**

None

**STAFF CONTACT:**

Name: Eric Oscarson  
Department: City Manager's Office  
Email: [eoscarson@burlesontx.com](mailto:eoscarson@burlesontx.com)  
Phone: 817-426-9837



# BALLOT ALLOCATION

Johnson and Tarrant County Central Appraisal Districts



# BOARD OF DIRECTORS

## General Information

### Make-up

- 5 Board Members for each District
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**The five candidate receiving the highest number of votes are elected to the board (5,000 total votes)**

# HISTORY

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- City Council nominated Duaine Goulding, Paul Jones, Amy Lingo, and John Wood to the Johnson County Central Appraisal District ballot.

# NEXT STEPS

- City staff needs direction from council regarding the allocation of votes for both Johnson and Tarrant County.
- The number of votes must be provided on the official ballot of the appraisal districts before December 15, 2023.
- City Council may choose to allocate any portion of its votes to candidate(s) that appear on the ballots.

# OPTIONS



APPROVE

Allocate votes to Johnson and  
Tarrant County Central Appraisal  
Districts



OPTION 2  
Take no action





## OFFICIAL BALLOT

### ELECTION OF MEMBERS TO THE BOARD OF DIRECTORS TARRANT APPRAISAL DISTRICT

Following are the candidates for appointment to the five (5) voting positions on the Board, listed alphabetically with the taxing unit(s) that timely submitted the nominations for each.

Please indicate your taxing unit's vote(s) by **entering the number of votes to the left of your candidate(s)** of choice.

VOTES FOR	Nominees
	Mr. Alan Blaylock
	Mr. Rich DeOtte
	Mr. Gary Losada
	Mr. Jerald Miller
	Ms. Gloria Pena
	Mr. Vince Puente, Sr.
	Mr. Jacob Wurman

IMPORTANT: This ballot must be returned **before December 15, 2023** to William Durham, Interim Chief Appraiser, Tarrant Appraisal District, **P. O. Box 185579, Fort Worth, Texas, 76181-0579**, by mail or by email to [jwooddell@tad.org](mailto:jwooddell@tad.org).

**Please attach this ballot to the resolution passed by your taxing unit authorizing this vote.**

**Resolution No. 21-\_\_**

**A resolution authorizing the casting of the City of Burleson's allocated votes for appointment on the Tarrant Appraisal District Board of Directors**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BURLESON:

- I. That the Mayor of the City of Burleson, is hereby authorized, on behalf of the City Council of the City Council, to cast the City of Burleson's allocated 6 votes on the official ballot for the election of members to the Tarrant Appraisal District's Board of Directors.
- II. A substantial copy of the official ballot is attached hereto and incorporated herein for all intents and purposes.
- III. Further, the City Secretary is hereby directed to forward a certified copy of this resolution to Mr. Jeff Law, Chief Appraiser, Tarrant Appraisal District, 2500 Handley-Ederville Road, Fort Worth, Texas 76118.

PRESENTED AND PASSED on this the \_\_\_\_\_ day of \_\_\_\_\_, 2023,  
by a vote of \_\_\_\_\_ ayes and \_\_\_\_\_ nays at a regular meeting of the City Council of  
City of Burleson.

\_\_\_\_\_  
Chris Fletcher, Mayor

ATTEST:

\_\_\_\_\_  
Amanda Campos, City Secretary

\_\_\_\_\_  
APPROVED AS TO FORM:  
Allen Taylor, City Attorney

BY \_\_\_\_\_  
(Optional)



## Alan Blaylock

4801 Cargill Circle, Fort Worth, TX 76244

Personal - Cell: 817-727-3720, Email: [ajblaylock@gmail.com](mailto:ajblaylock@gmail.com)

City - Cell: 817-233-2940, Email: [Alan.Blaylock@fortworthtexas.gov](mailto:Alan.Blaylock@fortworthtexas.gov)

City of Fort Worth Councilmember Alan Blaylock is a dedicated community leader who has significantly contributed to his hometown, Fort Worth, Texas. In his short time as council member, he has achieved significant victories that have positively impacted the lives of families and businesses in the area. With an unwavering commitment to serving the public, Alan has personally addressed constituent concerns and continues to be a staunch advocate for the needs and well-being of those he serves.

A strong advocate for public safety, Alan has taken decisive actions to strengthen the Police and Fire departments. Alan voted to fund new positions and provide essential training to ensure the community's safety. Under his leadership, the number of unfilled public safety positions significantly decreased, contributing to a safer environment for residents. The Fort Worth Police Officers Association and the Fort Worth Professional Firefighters Association recognize Alan and endorse his initiatives.

Recognizing the burden of property taxes on Fort Worth taxpayers, Alan emerged as the leading proponent of responsible fiscal policies. As a council member, he has supported the "no new revenue rate," a crucial measure to prevent taxes from rising with appraisal values. His commitment to preserving and improving neighborhoods and infrastructure was evident in his efforts to revise Transportation Impact Fees, secure the establishment of the first H-E-B Grocery in Fort Worth, and pass the Short-Term Rental Ordinance to safeguard the community's residential areas. Alan continues to play an active role in Zoning. He diligently strives to maintain harmony between development projects and neighborhood interests.

Homelessness and city management are equally critical areas of focus for Alan. He secured substantial funding to enhance the city's capabilities and staff in addressing homelessness and its associated challenges, including panhandling. His efforts to implement measures, such as "no panhandling" signs, the Shopping Cart Ordinance, and the purchase of street sweepers, reflect his commitment to maintaining a clean and safe city.

Before being elected into office, Alan served as Senior Product Manager at Nokia for several years, previously holding Lead Software Developer and Project Manager positions at Owen Oil Tools.

As a family man deeply connected to Fort Worth, Alan's love for the city is evident in his actions and decisions as a city council member. He prioritizes delivering tangible results rather than engaging in political grandstanding. His business insight enables him to cut wasteful spending and identify efficiencies, ensuring taxpayer money is utilized effectively without compromising essential city services. Alan is committed to improving the quality of life for his constituents, focusing on infrastructure and roads, public safety, and lowering taxes.

Alan and his wife, Mindy, are proud parents of two daughters and active supporters of The Children's Miracle Network and The Leukemia & Lymphoma Society.

Alan has a record of community service, participating in the following:

- Heritage Homeowners Association Board
- Crime Control and Prevention District Advisory Committee
- Public Improvement District Advisory Committee
- Arts Council of Fort Worth Advisory Committee
- Eagle Ridge Elementary Parent Teacher Board (PTA)
- Foundation of a Regional Youth Swim Team

Currently, he holds positions on several vital committees and boards within the City of Fort Worth:

- CFW – Audit: Chair
- CFW – Mobility: Infrastructure & Transportation: Member
- RTC – Regional Transportation Council: Member
- CFW – Research & Innovation Local Government Corp.: Board of Directors
- CFW – Fort Worth Local Development Corporation: Board of Directors, Vice President
- CFW – Central City Local Government Corporation: Board of Trustees
- CFW – Lone Star Local Government Corporation: Board of Directors, Vice President
- CFW – Fort Worth Housing Finance Corporation: Board of Directors, Director
- CFW – Crime Control & Prevention Board: Board of Directors

Furthermore, Alan is actively involved in several Tax Increment Financing Districts (TIFs) and continues to lead Public Improvement Districts (PIDs), holding the following positions:

- TIF 2 (The Speedway): Chair
- TIF 10 (Lonestar): Vice Chair
- PID 7 (Heritage): Currently, ex officio member (Advisory Board President) serving in the role in overseeing and supporting the functions of the PID for the benefit of the community.

As a fiscally responsible and community-oriented leader, Councilmember Blaylock leads oversight responsibilities for financial matters, while remaining dedicated to ensuring Fort Worth's improvement and its residents' overall well-being.



# RICHARD W. DEOTTE, P.E., CFM

420 Johnson Road; Suite 303  
Keller, Texas 76248  
Office: 817-337-8899 ~ Cell: 817-946-6088  
richdeotte@deotte.com



## EDUCATION:

- Texas A&M University, 1985; Bachelor of Science in Civil Engineering

## LICENSES:

- Registered Professional Engineer, Texas No. 74232
- Nationally Accredited Certified Floodplain Manager #1586-09N

*"As I have in all my public service, I will seek to provide Fairness, Transparency, Service and Quality as a Director on the Board of the Tarrant Appraisal District."*

## Personal

- Native Texan having lived in Tarrant County for 27 years and in Southlake for the last 14 years.
- Married for 34 years to Yvette.
- Three Children
- 1985 graduate of Texas A&M

## Professional

- A Civil Engineer and land development consultant for 34 years.
- Majority owner in DeOtte, Inc. from 2000 to present, a civil engineering and development consulting firm in Keller, Texas serving governmental and private clients on a range of diverse projects but especially providing cost effective and innovative solutions to large scale drainage and erosion control projects, municipal infrastructure and exceptional residential developments in northeast Tarrant county.
- Expert consultant and expert witness on engineering related court cases over the last 20 years.
- Developed familiarity with TAD's operations and services and how those affect land development and infrastructure re-development.

## Volunteer

- Served two years as the chairman of the Tarrant County Sheriff's Department Civil Service Commission. Initiated and led a much needed major re-write of the civil service rules which passed and were implemented.
- A regular public speaker on various issues including training on engineering ethics focusing on the aspect of personal happiness and how to achieve responsible professional standards.
- Served as an adult leader in Boy Scouts as Den Leader, Assistant Scout Master and as Scout Master.
- Taught physics for a year on a voluntary basis.
- Ham radio operator, Technician License, KG5FYB.
- Active in church throughout adult life chairing building committees, teaching Sunday school, preaching, leading worship, serving as a deacon, and chairing a deacon board.

I have a professional record solving technically complicated problems with large groups of people with diverse interests and engaging and assisting parties to work together to resolve issues. Throughout my personal, professional and volunteer life, my proficiency in bringing people together to find common ground to collaborate to find the right solution has been crucial.

# Gary M. Losada

---

Southlake, Texas

214-405-1416  
glosada@sbcglobal.net

## EXPERIENCE:

- Testified before Texas Senate Property Tax Reform Committee Hearing April 27, 2016
- Tarrant County Appraisal Review Board
- President of Office Liquidation Center and Aztec Glass
- Served on Blue Chip Review Committees for Arlington Independent School District
- Director of Human Resources, LTV Kentron International
- Assistant to Superintendent, Santa Rosa City Schools, Santa Rosa, California
- Assistant to City Manager Palo Alto, California

## EDUCATION:

- M.A. Degree Education /Organization Administration, Stanford University 1974
- B.A. Degree Sociology/ Business Minor, University of San Francisco 1973

## Residences:

- Southlake, Tx 2013 – Present
- Arlington, Tx 1990 – 2013

### **Tarrant Appraisal District – Board of Directors**

**2020-2021**

Governing body for Central Appraisal District

### **Tarrant Co. Appraisal Review Board**

**2009 - 2015**

Served as hearings committee chair all six years. Responsible for conducting hearings between Tarrant Appraisal District and taxpayers. Included residential, commercial and personal property taxes. Opined on various exemptions and valuations of real estate.

### **President – GMPL Corporation**

Purchased raw land for development. Presented various planned developments to city government/council and planning and zoning.

### **President – Office Liquidation Center/Aztec Glass Company**

Purchased and sold new and used office furniture. Purchased and distributed wholesale glass imported from Mexico to florists and grocery chains.

### **Director of Administration – Dallas Area Rapid Transit**

Hired in second year of operation in order to organize and establish various departments such as human resources, purchasing, data processing, building and office management as well as policy development.

### **Director of Human Resources – LTV Kentron International/Oil States Ind.**

Chief Labor negotiator, responsible for corporate wide staffing and training.

### **Assistant to Superintendent – Santa Rosa City Schools, Santa Rosa, California**

Responsible for pupil transportation, data processing, Board policy implementation and labor relations.

### **Assistant to City Manager – Palo Alto, California**

Responsible for budget preparation, policy implementation public relations, special assignments by City Manager.



# CURRICULUM VITAE

## JERALD MILLER

P.O. Box 164  
Fort Worth, 76102

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<b>Education</b>	1992-1994	New School For Social Research	New York, NY
	<b>Jazz Performance Major</b> <ul style="list-style-type: none"><li>▪ Studied full music, music business and Liberal arts curriculum.</li></ul>		
	1990-1992	University of New Orleans	New Orleans, LA
	<b>Jazz Performance Major</b> <ul style="list-style-type: none"><li>▪ Studied music under Harold Batiste, and Ellis Marsalis, and the basic liberal arts curriculum.</li></ul>		
<b>Teaching/ Consultancy Experience</b>	<ul style="list-style-type: none"><li>▪ <b>2004 International Association of Jazz Educators (IAJE) New Media Panel</b></li><li>▪ <b>2005 – 2007 Consultant for Dr. Billy Taylor, Artistic Director - Kennedy Center</b></li><li>▪ <b>2007 – 2010 Consultant for various entertainment companies on launching New Media Initiatives</b></li><li>▪ <b>2008 International Association of Jazz Educators (IAJE) New Media Panel</b></li><li>▪ <b>2008 – 2010 Consultant, Jazz at Lincoln Center</b></li><li>▪ <b>2009 Jazzweek Radio Panel – Digital Initiatives Panel</b></li><li>▪ <b>2010 Conducted New Media Workshop at the New School For Social Research for group of 20-25 students</b></li><li>▪ <b>2012 Digital Music Conference Panel Creator &amp; Moderator (How To Develop Jazz, Classical, and Non-Popular Music for Digital Distribution in the 21<sup>st</sup> Century)</b></li><li>▪ <b>2012 Chamber Music of America Panelist – Digital Initiatives (US)</b></li><li>▪ <b>2012 Future of Music Coalition – Featured Speaker (US)</b></li><li>▪ <b>2013 MIDEM featured Speaker in Classical Music Village (France)</b></li><li>▪ <b>2013 APAP (International Arts Presenters)- Featured Speaker (US)</b></li><li>▪ <b>2013 Digital Music Forum – Featured Speaker (US)</b></li><li>▪ <b>2014 MIDEM featured Speaker in Jazz, Classical World (France)</b></li><li>▪ <b>2014 JazzAhead featured Speaker (Germany)</b></li><li>▪ <b>2014 Digital Entertainment World featured Speaker (US)</b></li><li>▪ <b>2015 DEW featured panelist (US)</b></li><li>▪ <b>2015 JazzAhead Keynote Speaker (Germany)</b></li></ul>		

- **2016 Jazz Education Network (JEN) Featured Speaker (US)**
- **2016 Chamber Music America (CMA) Featured Speaker (US)**
- **2016 2014 JazzAhead featured Speaker (Germany)**
- **2017 JazzAhead Keynote Speaker (Germany)**
- **2018 CD Baby DIY Music Conference – Speaker (US)**
- **2018 JazzAhead Keynote Speaker (Germany)**
- **2019 DEW featured panelist (US)**
- **2020 DEW Guest Speaker series (Streamed Worldwide)**
- **2021 JazzAhead Independent Artists' Workshop Leader & Speaker (Germany)**
- **2022 JazzAhead Independent Artists' Breakout Session Leader (Germany)**
- **2023 Arlington Music Industry Conference Keynote Speaker**

**Professional  
Recognition &  
Affiliations**

- **1997, 1998 Nominee A&R of the Year by Gavin (Jazz)**
- **National Academy of Recording Arts & Sciences - Voting Member.**
- **2000 Nominee Independent Promoter of the Year by Gavin (Jazz)**
- **2008 Certificate of Recognition National Academy of Recording Arts & Sciences (NARAS) for Education**

**Employment**

September 2019 – Present

**Brooklyn Sci-Fi Film Festival (P/T)**

Brooklyn, NY

**Managing Producer**

- Responsible for overall creation and development of a one-week on-line Science Fiction Film Festival with international submissions from a variety of age groups and categories culmination in an awards ceremony in Brooklyn, NY

December 2018 – Present

**National Black Symphony**

New York, NY

**Executive Director/Executive Producer/Artistic Director**

- Responsible for overall Artistic Planning, Artistic Administration, Artist & Orchestra Relations, Board Relations, Finance, Marketing & Promotions, Concert Production, External Relations & Development, Orchestra Operations.

March 2019 – December 2020

**Ori-Gen Music Festival**

New York, NY

**Managing Producer/Curatorial Board Member**

- Responsible for Conceiving, Developing, and managing all activities for international multi-day pan-Latino music festival to launch in 2021 in partnership with the Afro Latin Jazz Alliance and Latin Academy of the Recording Arts & Sciences.

February 2019 – June 2019

**Japanese Jazz Festival**

New York, NY

### **Consulting Producer**

- Responsible for strategic planning, marketing, and negotiation strategies for multi-day international jazz festival featuring Japanese artists living in the U.S. in partnership with the Japanese consulate and Japanese ambassador.

2016 – February 2020 **Ellis Marsalis International Jazz Piano Competition** West Virginia

### **Executive Director/Creator/Executive Producer/Artistic Director**

- Developed a strategic partnership between Marshall University in Huntington, West Virginia and NEA Jazz Masters Ellis & Jason Marsalis for a “first of kind” international jazz piano competition with over \$200,000 in cash and prizes to launch in 2018.
- Responsible for creating, developing, and implementing strategies to strengthen and increase audience growth, earned income, and creating subscribers to programs while exceeding goals.
- Develop and foster relationships between potential patrons and sponsors for the triennial international jazz piano competition with a budget of over \$300,000; responsible for identifying governmental and private grant opportunities and managing the application & reporting processes, as well as stewardship and securing individual and corporate donors.
- Fostered and created partnerships between large scale arts organizations and local community organizations, including but not limited to special events for children and senior citizens.
- Provided consultation and development guidance to state university in support of development of fundraising goals.
- Conceive, develop, implement operational plan & marketing plan for (2) day international jazz piano competition.
- Hire and manage festival staff across (4) states and supervise day-to-day operations, and for all board relations.
- Responsible for developing and maintaining labor relations between various labor partners while leading various efforts including but not limited to contract management, grievance processes, and negotiation process.
- Responsible for financial oversight including creation of budgets, financial reports, auditing, cash flow, accounts payable and receivable, collection and input of data into financial systems, generation of reports, and oversight of all financial controls and procedures for costs, revenues, incomers and inventories.
- Responsible for oversight. Management, and compliance with licenses and agreements with local city and state licensing agencies and governmental and music organizations.
- Curation of art and photo exhibits for month long presentations in public exhibitions.

2016 – December 2020 **Huntington International Jazz Festival**

West Virginia

### **Executive Director/Creator/Executive Producer/Artistic Director**

- Developed strategic partnership with the City of Huntington, West Virginia, Marshall University, and NEA Jazz Masters Ellis & Jason Marsalis for the creation of the first International Jazz Festival in the state of West Virginia.
- Responsible for creating, developing, and implementing strategies to strengthen and increase audience growth, earned income, and creating subscribers to programs while exceeding goals .
- Execute the community interests and developed varied community activities to engage a wide variety of interests with educational and entertainment activities in a fiscally responsible manner and successful manner while highlighting the unique offerings of the festival and distinguishing it from other neighboring events.

- Vigorously represented the festival to the region and state's artistic, political, business, university, and social communities; develop and maintain active community based constituencies in support of the festival.
- Balance a highly complex set of duties and relationships that blends aggressive entrepreneurship, artistic leadership, community relations and strong financial management.
- Conceive and develop artistic & educational programming while overseeing the planning, , negotiating, and managing of an ambitious schedule of events that attracts a broad level of public interest and support while working to assure programming that is necessary to financially support the costs of operating the festival.
- Lead and motivate a staff of individuals who are responsible for the day-to-day operations of the festival including fundraising, marketing, programming, education. Facility operations, finance, ticketing, community relations, legal and short and long range planning.
- Provide support to the Advisory Committee and Board of the organization in the fulfillment of their duties including but not limited to scheduling meetings; setting agendas; preparing and presenting reports; developing infrastructure and reporting systems; and fostering and ensuring effective communications between divisions of the organization.
- Conceive, developed, and implemented marketing and communications strategies including developing system for inter-partnership communications; d relationships and partnerships with a wide variety of community organizations and higher lev; developing materials for partnership development, marketing, and publicity use; creating and overseeing social media and web strategy; conceiving, developing, and implementing digital & traditional media campaigns across traditional and non-traditional print, digital, radio, and television outlets both domestically and internationally.
- Conceive, development, and implement operational budget fo over \$500,000 per year for the annual festival and related events; booking and programming of the festival in a manner that appealed to broad coalition of the community.
- Responsible for financial oversight including creation of budgets, financial reports, auditing, cash flow, accounts payable and receivable, collection and input of data into financial systems, generation of reports, and oversight of all financial controls and procedures for costs, revenues, incomers and inventories.
- Responsible for oversight. Management, and compliance with licenses and agreements with local city and state licensing agencies and governmental and music organizations.

2010-Present

**Nu Jazz Agency**

New York, NY

### **Managing Director**

- Provided marketing, management and business support to numerous Grammy nominated and award-winning artists across a wide range of genres including Classical and Jazz for both U.S based and International performing arts organizations.
- Provided support in creating, developing, and implementing strategies to strengthen and increase audience growth, earned income, and to retain subscribers to arts programs while exceeding goals.
- Provided assistance in developing patronage and fostering relationships between potential patrons and arts organizations senior staff.
- Fostered and created partnerships between large scale arts organizations and local community organizations, including but not limited to special events for children and senior citizens.
- Provided consultation and development guidance and support of business initiatives to Classical and Jazz large scale arts presenters on the development of assets for commercial exploitation.
- Developed reputation as leading international expert on the development and exploitation of digital assets for commercial distribution in the genres of Classical music and Jazz music as recognized by Chamber Music America, APAP, MIDEM, and the Digital Music Forum.
- Worked with various Boards of arts organization to harness their strengths to achieve goals set forth by senior executives and to further achieve success in their missions.

- Responsible for programming of concerts, negotiating terms, drafting contracts, arranging artist services, planning travel, and acting as artist services liaison for series of international and domestic musical festivals and international and domestic venues and supervising support staffs.

2008-Present

**Nu Jazz Entertainment**

New York, NY

### **President/CEO**

- Created the first worldwide virtual jazz label that owned 100% of its assets in both audio and video digital formats for all recordings.
- Launched the first jazz label to secure full digital distribution via major label network, without seed money from a major.
- Pioneered and solidified position of Nu Jazz Records/Nu Jazz Video as first jazz record label to release every recording on iTunes with bonus video content.
- Solidified the position of Nu Jazz Records as an industry leader by having every jazz released featured on the genre homepage of iTunes, and enabling Nu Jazz Records to become the first jazz record label to have an album featured on the iTunes Jazz genre homepage for (6) six months.
- Developed with iTunes the first jazz recording in the new iTunes format, **Ellis Marsalis – *An Open Letter To Thelonious (Platinum Edition)*, with 2011 NEA Jazz Master, Ellis Marsalis.** This album created a completely interactive jazz product merging, for the first time - audio, video, photographic, and literary content into a unique product for commercial release.
- Launched the first jazz record label which allowed their artists to sell recordings at concerts via unique branded "Pre-Paid" digital download cards. Enabling artists, for the first time, to sell digital assets in audio, video, and photographic formats at the gigs via a medium that did not require physical product.
- Created partnerships with Amazon, Rhapsody, eMusic, Napster, and over 340 digital download services world-wide to successfully promote Nu Jazz releases.

1996-2010

**V.I.E.W. Video/Arkadia Records**

New York, NY

### **Senior Vice President**

#### **Marketing/New Media**

- Planned, executed, and product managed multi-phase marketing campaigns for line of Video/Audio products including creating early setup and artist development campaigns for new artist. & major jazz, classical, and contemporary recording artists including Dr. Billy Taylor, Benny Golson, David Liebman, Joanne Brackeen, Herbie Hancock, Dizzy Gillespie, Lara Downes, and countless others.
- Managed co-op budgets and set up advertising budgets.
- Crafted and implemented new marketing initiatives to increase digital revenue across all digital distribution outlets and storefronts.
- Managed all marketing headquarters and field staff including but not limited to marketing & promotions consultants hired on individual project basis including their budgeting and promotion.
- Created alternative cost efficient retail & consumer advertising and promotions for both traditional retail and online environments.
- Cultivated new relationships and maintain existing relationships with prospective and existing marketing partners, including lifestyle marketing companies and in-store play services
- Conceived, developed, and created internal artist DVD production and work closely with production and video departments.
- Researched and updated internal song database with, among other things, historical performance data and product usage.
- Conceived, developed, and implemented marketing promotional materials and mailings for traditional retail accounts, online retail accounts, and all media.
- Developed relationship with print partners to develop sheet music and personality folios and create, develop, and produce other merchandising initiatives.

- Generated copy for sales sheets, P.O.P. materials, album blurbs and liaison with creative services on marketing materials.
- Created both branding and direct marketing campaign, campaign maintenance, developed and implemented multi-industry strategic sales plan, established and maintained relationships with key customer contacts, regularly monitored field activity and field sales activity, monitored return activity for titles and develop strategies to minimize returns.
- Worked with 3<sup>rd</sup> Party partners to leverage artists and content for positioning on their sites.
- Worked with Urban, Pop, Classical, Gospel, Jazz based website, blogs, publications as well as lifestyle outlets to increase artist/release awareness, increase artist database community, and increase both physical and digital sales.
- Discovered, created, and developed new business opportunities to create and work with new strategic partners.
- Analyzed and researched the marketing initiatives of our competitors, and researching the newest technological advances for new opportunities in marketing.
- Worked directly with artists and managers to encourage active participation in their website and their marketing initiatives in 3<sup>rd</sup> party sites.
- Developed and maintained advertising budgets, travel to present presentations to key retailers/wholesalers, provide input to production personnel, provide agenda items and attended sales meetings in order to provide both updates and input on sales activity, developed budgets and project timelines.
- Conducted regular weekly calls and meetings with 3<sup>rd</sup> clients, and weekly reports on marketing campaign effectiveness, along with follow up and completion on contest/giveaway initiatives.
- Secured placement in digital media and publicity outlets (Muze, Gracenote, AMG, etc) as well as digital publications & magazine (album reviews, artist reviews, artist features and tour promotions).

### **Sales**

- Researched and created new music and video sales opportunities with focus on label/artist priorities and client/brand needs.
- Conceived, created, and developed promotional offers that include gift with purchase, mail-in, custom branded CD's & DVD's, digital downloads, MP3 players.
- Pursued and researched new sales outlets for entire roster of artists and products maintained current account base, while aggressively pursuing new business in all business/consumer sectors.
- Worked closely with all personnel to fully utilize all of the companies capabilities including CD/DVD inserts, digital media advertising, sponsorship, and special sales incentives.
- Prepared monthly sales forecast and summaries, and met sales goals.
- Solicited major and independent physical retailers, both domestic and international, on new titles and catalog titles across jazz, classical, world, art, educational, opera, dance, and pbs style documentaries for both audio and video titles.

### **A&R**

- Sought out new songwriters, singers, groups, and publishers in an attempt to enter into exclusive contracts with label for exploitation of product by company.
- Reviewed new songs, critiqued musical selections, provided creative guidance towards the development and/or refinement of new material while working with contemporary music artists in the genres of Classical, Jazz and acoustic based music.
- Acted as a catalyst and coordinator of new recording activities including conceiving, developing, and implementing recording projects of company owned songs and music.
- Conceived, developed, and implemented new recording projects and other special projects utilizing company owned materials and back catalog to generate maximum return on company's investments
- Actively sought out and solicited musical writers, lyricists, producers, and artists for musical production and deals.

### **A&R Administration**



- Prepared detailed artist evaluations, pre-emptive marketing outlines & plans, product status reports, and recording & marketing budget creation/reconciliation, prepared recording project cost summaries and forecasts, supervised label copy preparation, educated all company staff on the nature, goals, and status of new projects.
- Acted as liaison to Business Affairs, Creative Services, Sales, Promotions, and Publicity for contractual payments and other services to ensure unified "team effort" to fulfillment of goals.
- Developed and monitored recording budgets for recordings involving individual, group, small group, and orchestral recordings in the genres of Jazz, Classical, Pop, Rap, R&B, and Children's music and video combined with reconciliation during the recording process.
- Prepared recording project proposals and video production budgets; prepared project cost summaries, along with prepared recording project forecast for multiple genres, and making tour support payments.
- Provided support to Business Affairs department to ensure the prompt and timely payment & processing of AFM contract agreements; completion of all recording session paperwork and tax forms.
- Logged and tracked recording masters; maintain lists of session personnel, songs, song sequencing, gaining sample clearances, monitoring & logging of tour support.
- Negotiated recording artist, sideman, recording studio, engineer, producer, and mastering studio rates and ensuring timely payments for services.
- Met and conferred with Executive staff and all other departments to develop goals, brief on objectives on proposed and current projects, and educate all departments & staff on materials & projects.

### **Licensing**

- Administered, processed, and negotiated incoming license request for use of audio & video master recordings in television, film, radio, and advertising.
- Completed song searches, and analysis for pitching to appropriate clients for usage in television, film, radio, and advertising campaigns.
- Facilitated and followed up on product/press kit requests from clients.
- Marketed Arkadia/VIEW audio and video titles to advertising agencies and corporate brands via showcases, ticket solicitations and mailings.
- Determined rights and restrictions of use for licensing initiatives via research and with consultation from business affairs.
- Acted as liaison with artist management, and studio to create special mixes for licensing activities, as well as interacted with clients, artist management and labels to ensure effective communication.
- Managed constantly shifting music and priorities between product development staff.

### **National Promotions**

- Promoted and tracked assigned records and artists to chart and non-chart reporting stations in assigned formats with goal of securing commitments from radio programmers and music directors.
- Developed and maintained relationships with Music and program directors on national and international stations.
- Created and implemented, and assisted with planning of traditional and internet radio promotions which included: On-Air promotions, giveaway campaigns, radio contest, artist phone-in interviews, radio station appearances, radio station special performance showcases, and artist promotional tours/tour awareness support.
- Tracked and monitored budgets and expenditures of radio promotion endeavors, managed outside radio promoters, and provided input on selection of radio singles.
- Traveled to industry related trade shows to build rapport and strengthened relationships with radio personnel including program directors, music directors, and station managers.

### **Publicity**

- Conceived, developed, and wrote press releases, biographies, and other press materials in relationship to multiple genres of artists and DVD's in Classical, Dance, Jazz, World Music, Health & Fitness, Children's Educational, Pop, and Nostalgia product.
- Solicited reviews and product/artist coverage through a wide range of national and international periodicals and digital media outlets in both trade and consumer publications.
- Scheduled and coordinated artist interviews and product reviews across multi-genre platforms in trade and consumer periodicals for print and digital media.
- Tracked and monitored budgets and expenditures of outside press endeavors, manage outside press agents/representatives, and provided input on press initiatives.

#### **Tour Support**

- Worked closely with artists, artist managers, and tour promoters to secure ticket buys for internationally touring recording artists.
- Arranged supplemental ticket buys with promoters for radio/press/retail personnel.
- Arranged for supplemental ticket buys for retail/radio contest winners in areas of artist touring at both national and international venues.
- Provided promoter information, ticket prices, and payment info to business affairs department and obtain approval for all ticket buys.
- Ensured release of tickets from promoters upon payment and those tickets are forwarded on a timely basis.
- Followed up with Regional Staff to ensure all tickets are received, properly distributed, and in sufficient quantities.
- Actively sought out and solicited musical writers, lyricists, producers, and artists for musical production and deals.
- Reconciled monthly payment statements with purchase numbers, and prepare manual payment requests when required.

1995-1998

**Refugee Project**

New York, NY

#### **Founding Board Member**

- Worked with multi-grammy award-winning artist Lauryn Hill to establish, and develop non-profit organization to provide services for disadvantage youth. This non-profit was subsequently funded in part through proceeds from Ms. Hill's grammy winning album "The Miseducation of Lauryn Hill".
- Spearheaded and planned fundraising efforts grossing over \$1,000,000.00 in corporate and private donations.

1995-1996

**RCA Records**

New York, NY

#### **Independent Marketing/Promotions Consultant**

- Hired by black music department to develop marketing, sales, and promotional campaigns for newly signed artists.

1995

**Forty Acres & A Mule Productions**

Brooklyn, NY

#### **Producer's Assistant**

- Hired by Monty Ross & Jon Kilik to act as an on shoot assistant in fulfillment of their activities as major motion picture film producers.

#### **Additional Professional Highlights**

- Production Supervisor – David Liebman, New Vista
- Producer – Billy Taylor, Music Keeps Us Young
- Producer – Billy Taylor, Ten Fingers One Voice
- Producer – Jimmy Greene, The Overcomer's Suite
- Video Director – Jimmy Greene in Concert, The Overcomer's Suite
- Video Editor – Jimmy Greene in Concert, The Overcomer's Suite

- Producer – Wessell “Warmdaddy” Anderson, Warm It Up , Warmdaddy
- Video Director – Wessell “Warmdaddy” Anderson, Warm It Up , Warmdaddy
- Video Editor – Wessell “Warmdaddy” Anderson, Warm It Up , Warmdaddy
- Executive Producer – Ellis Marsalis, An Open Letter To Thelonious (Platinum & Gold Edition)
- Producer – Ellis Marsalis, An Open Letter To Thelonious (Platinum & Gold Edition)
- Video Director – Ellis Marsalis, An Open Letter To Thelonious (Platinum & Gold Edition)
- Video Editor – Ellis Marsalis, An Open Letter To Thelonious (Platinum & Gold Edition)
- Producer – Ellis Marsalis, An 80<sup>th</sup> Birthday Celebration (180g German Vinyl) – 2 Disc set)
- Executive Producer – The Huntington International Jazz Festival presents THE WINNERS of the ELLIS MARSALIS International Jazz Piano Competition (Platinum & Gold Edition)
- Artistic Director – The Huntington International Jazz Festival
- Producer – Arturo O’Farrill, Legacies (Blue Note Records)

#### **Referenced Articles**

- Nu Jazz Records and Video to Enter High Definition Market Place, *JazzTimes*
- Nu Jazz Entertainment issues pianist’s An Open Letter to Thelonious, the first jazz LP on iTunes, *JazzTimes*
- The Nu Jazz Virtual Label, *Jazz Note SDP*
- Nu Labels for Nu Jazz Entertainment, *Jazzed Magazine*
- Nu Jazz Launches New Methods of Music Distribution, *Downbeat*
- iTunes Makes Room for Jazz albums from Nu Jazz Entertainment, *Downbeat*
- Professionals of the Year: Top 30 Influencers in the Performing Arts Industry, *Musical America Worldwide*

# MUSICAL AMERICA MAGAZINE

## Professionals of the year

MA 30

The

## Influencers

# 16 ma

For this year's Musical America Professionals of the Year, we asked our readers to nominate "key influencers." These are the folks who are making a difference in our business, either by virtue of their position, their creativity, and/or their dedication—people about whom you could say, "When they speak, we listen."

### JERALD MILLER

Managing Director  
Nu Jazz Agency



"Classical, jazz, and world music are perennially behind the times in everything," argues Jerald Miller, founder and managing director of Nu Jazz, a digital and traditional music marketing and distribution company for independent artists and labels. From progressive new artists like Jimmy Greene to legendary icons like Duke Ellington, Nu Jazz discovers new music and refashions classics, connecting the best of both to today's consumers using contemporary recording and distribution tools. Since its inaugural release in 2004, Nu Jazz has become the recording industry's leading digital jazz label with an impressive list of firsts, such as launching the first jazz iTunes "LP" and making all recordings available on pre-paid digital download cards.

Miller says he's helped many organizations transfer catalog material to the digital medium. But it's not been easy to move clients out of their comfort zones and into more contemporary business strategies. One example, Miller said, is that most people who want to bring their music before the public don't have Tumblr or Snapchat accounts. Nor do they make their social media posts in any language other than English.

Miller is also trying to help his clients make better use of music streaming services. He is especially excited about the global possibilities of marketing music and encourages his customers to see that "we really are a global market place." There's no reason, he argues, why a small chamber orchestra in Nevada shouldn't connect with fans in Russia, or a homegrown jazz group in Oregon can't sell albums in Turkey. —Rick Schultz





**Key Regions:** International; U.S.

February 11, 2015

# *Los Angeles Times*

## **Independent music labels project promising industry future**

By Tre'vell Anderson

Beyonce's surprise digital album got plenty of attention a year ago, as did Taylor Swift's recent decision to pull her entire discography from streaming service Spotify. Both show how the music industry is changing quickly.

And panelists at the Digital Entertainment World Expo on Wednesday believe the future of digital music is bright as more and more artists adapt to it.

"The music business is going to grow and it's going to grow rapidly," said Terry McBride, CEO of Nettwerk Music Group.

John Boyle of Insomniac Events, Jared Gutstadt of Jingle Punks and *Jerald Miller of Nu Jazz Management and Consulting* joined McBride on the panel, moderated by Jeff Pollack of Pollack Music and Media Group, as they focused on the rise of independent artists and labels.

In stark contrast to the behemoth companies of years past, major record labels no longer spend time developing a large roster of artists, Pollack said. But as social media and outlets like iTunes have developed, countless others have the resources to strike it big – and independent labels are going to be the key to independent artist success, McBride said.

Boyle agreed.

"The Internet and all these new technologies were supposed to empower the whole 'do it yourself' movement," he said. "But what it's done is disseminated that. There's now too much product out there and not really enough marketing."

**Despite the ubiquity of artists trying to make it, if the artist has talent, success will come, said Miller, who used to manage Lauryn Hill during her career with rap group The Fugees.**

**"If you have great music, the cream always rises to the top," he said, especially with the advent of the "non genre-specific music lover."**

"Now you see people crossing [genre] boundaries and buying things because it's a good song or just good music," Miller said.

Because "there's no such thing as niche," anymore, McBride said, "independent labels today have to run marathons" finding the market, even if only internationally, where their artists' music will thrive.

"Every country is different in its regulatory structure and its culture so every country is a new opportunity for artists," he said.

**Conversation may be swirling about the massive shakeups in the music industry, but Miller isn't worried.**

**"The future just looks good for everybody who loves great music," he said. "There will people to buy everything, people to love everything."**

September 2023

**A. Gloria Peña**

5102 Oak Gate Ct.  
Arlington, TX 76016  
817-501-9354

**Experience:**

Retired with 37 years of service, US Army Corps of Engineers, Southwestern Division, 2012.  
Began as Student Aide at 16 years of age working at White Sands Missile Range, NM Training & Doctrine Command until 1983, with a 2-year federal break working at the University of Texas at El Paso's Contracts & Grants Office.  
Employed with the US Army Corps of Engineers in 1983 in various programs, which include:  
Program Analyst, Military and Environmental Programs  
Program Analyst, Civil Works Program  
Budget Analyst, Resource Management  
Financial Analyst, Construction and Operations  
Program Specialist, Operations, Water Supply Business Line Manager

**Education:**

Northwood University, BBA, Management (Magna Cum Laude)

**Community Involvement (past):**

Secretary, Society of American Military Engineers (Dallas)  
President, Vice President, Secretary of Arlington Independent School District Board of Trustees  
Director, Texas Association of School Boards  
Secretary, Mexican American School Board Association of Texas  
Founding and Charter Member, Arlington Hispanic Chamber of Commerce  
Charter Member, Arlington Classics Academy  
Founder & President, IMAGE de Arlington  
Charter Member, MPAC of Arlington  
Vice President, United Hispanic Council of Tarrant County  
Treasurer, Child Protective Services of Tarrant County Board  
Chairman, City of Arlington Youth and Families Board  
Vice President, Girls, Inc. of Arlington Board  
Member, Boys & Girls Club of Arlington Board  
Member, Latino Peace Officers Association  
Youth Services Director, Rotary Club of Arlington  
Education Chair, Community Relations Commission for the City of Arlington  
Arlington Chamber of Commerce, Scholarship Sub-committee & Partners In Education Committee  
President, Rotary Club of Arlington Foundation  
... and many more

**(current):**

Rotary Club of Arlington, Webb Scholarship Sub-committee  
Director, Water From The Rock  
Member, St Vincent de Paul Women's Guild





## Vince E. Puente, Sr.

Owner & President – Sales & Marketing

**SOS Plaza** • PO Box 612248 • D/FW, TX 75261-2248

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**SOUTHWEST OFFICE SYSTEMS, INC.**

*Your Texas-Class Document Technology Company*

### Bio – September 2023

Vince Puente is a proud native and resident of Fort Worth, Texas. He is a small business owner, who understands the balance of creating value for his clients, teammates and the community. He understands the importance of making payrolls, timely payments to his vendors and a respectable bottom-line to invest in the future. More importantly he believes the Lord and family come first and foremost.

Mr. Puente received his formal education via the Fort Worth ISD and the University of Texas at Arlington. Early in his career, Mr. Puente immersed himself in education related to his skill set and industry field. It soon became apparent that this pursuit of education would be one of his ongoing, lifetime passions. As he took on additional responsibilities within **SOS**, he pursued personal education in each area. One prime example is that of marketing and advertising. With no formal education in these areas, it is safe to say Mr. Puente has built the **SOS** “brand”, resulting in **SOS** being one of the most recognizable companies in North Texas. In addition, **SOS** has received national recognition within its industry and the business community.

Mr. Puente is one who believes in active participation within his community. Currently he serves on five (5) boards and advisory councils. Those include the **Finance Commission of Texas** (Governor Abbott appointee), **YMCA of Metropolitan Dallas**, **Texas Values**, **Tarrant Appraisal District** (TAD) and **Congresswoman Kay Granger’s** Hispanic Advisory Council. Mr. Puente has been previously named as Businessman of the Year for the Texas Association of Mexican American Chambers of Commerce, an Aflac Civic Leader, an Honoree for The Father of the Year Awards and State of Texas Small Business Champion.

When asked what accomplishments he feels represent his vision for excellence, one he will cite is **SOS Plaza**. This is the home of his companies, Southwest Office Systems, Inc. and Puente Brothers Investments. It is a 39,000 sq. ft., Class A facility on 2.5 acres across from the American Airlines World HQ. The document technology industry considers **SOS Plaza** to be one of the best in the nation. But what is truly amazing is that his companies and **SOS Plaza** are entirely debt-free.

However, Vince is not all business. He will tell you it is his **wife, Mona, and his kids, Vincent, Jr. and Lindsay, of which he is most proud.** His family is far more important to him than any business accomplishment he could ever desire. Vince and Mona are active members of Christ Chapel Bible Church and engaged in multiple organizations that touch our community throughout Tarrant County and the Great State of Texas!

*Please see the following page*

**Principal Owner of:**

- ☐ Southwest Office Systems, Inc.   ☐ Puente Brothers Investments, LLC   ☐ Harvison / Puente ETAL

**Current Areas of Service:**

- ☐ Finance Commission of Texas – *Commissioner, Governor Abbott Appointee*
- ☐ Tarrant Appraisal District (TAD) – *Board of Directors*
- ☐ YMCA of Metropolitan Dallas – *Executive Board of Directors*
- ☐ Texas Values – *Board of Directors*
- ☐ Congresswoman Kay Granger - *Hispanic Advisory Council*

**Prior Areas of Service:**

- ☐ Dallas Regional Chamber – *Director/Executive Committee; Chair Small Business Initiative*
- ☐ Greater Irving Chamber of Commerce - *Director/Executive Committee, Chair Education Committee*
- ☐ North Dallas Chamber of Commerce – *Board of Directors*
- ☐ Big Brothers Big Sisters Lone Star – *Executive Board of Directors*
- ☐ Tarrant County Christian Prayer Breakfast - *Board of Directors, Secretary*
- ☐ Fort Worth Chamber – *Director/Executive Committee, Chair Local Business Development Committee*
- ☐ Texas Christian University – *Chancellor's Advisory Council*
- ☐ Casa Mañana Theatre – *Board of Directors*
- ☐ Camp Thurman – *Board of Directors and Immediate Past-President*
- ☐ Mercy Med-Flight – *Board of Directors*
- ☐ Congressman Joe Barton – *Hispanic Advisory Council*
- ☐ Fort Worth Hispanic Chamber of Commerce – *Board of Directors and Past Chairman*
- ☐ Greater Dallas Hispanic Chamber of Commerce – *Chair, Entrepreneur Investor Partner Committee*
- ☐ Texas Association of Mexican American Chamber of Commerce (TAMACC) – *Delegate*
- ☐ North Texas Commission – *Board of Directors*

**Personal Recognition:**

- ☐ Father of the Year Awards - *Honoree*
- ☐ Aflac Civic Leaders Award
- ☐ Texas Association of Mexican American Chambers of Commerce - *"Business Man of the Year"*
- ☐ Jewish Council for Public Affairs – *Israel Institute for Hispanic American Leaders*
- ☐ ESCR Bosslift – *Military Base Tours*

**Company Recognition:**

- ☐ Plains Capitol - *Well Managed Family Business of the Year Award*
- ☐ US Small Business Administration - *"Director's Choice" Award*
- ☐ Greater Dallas Hispanic Chamber of Commerce - *"Q & E Entrepreneur of the Year" Award* (large company)
- ☐ Fort Worth Chamber of Commerce - *"Small Business of the Year" Award* (large company)
- ☐ North Dallas Chamber of Commerce - *"Small Business of the Year" Award*
- ☐ NCTRCA – *"MBE Business of the Year" Award* (Gold Level)
- ☐ Sharp Electronics - *"Hyakuman Kai Elite" Award* – Received four (4) times
- ☐ OfficeDEALER - *"Elite Dealer" Award* – Received two (2) times
- ☐ TXU/Vistra Energy - *"Gold Star Supplier" Award*

## Jake Wurman

Jacob Wurman has lived in Fort Worth since 2007, but is a native Texan. After moving to Fort Worth, Jacob and his wife, Lauren, started up their family. Jacob currently lives in the area commonly referred to as “Far North Fort Worth”. Fort Worth was definitely the right choice for the family to flourish. Once the prospect of a young family became reality, Jacob took to volunteering his time and effort to improve safety for school children walking to their neighborhood schools.

Jacob served on the Saratoga HOA for seven years and was president for five years. During that time, Jacob worked with Fort Worth city staff and Tarrant County officials to improve safety for pedestrians. During his time as HOA president, the community experienced severe hardships due to unpaid assessments and poor vendor performance.

Jacob worked with the other members of the HOA Board of Directors to improve communication and establish methods to help homeowners overcome their unpaid/overdue assessments. Jacob also directly oversaw all vendors and their contracts. After two years of significant changes, the neighborhood was able to operate on a leaner budget with higher performing vendors. Jacob engaged any and all questions about the neighborhood and the HOA board on public forums to ensure transparency.

At the urging of city staff, Jacob joined the North Fort Worth Alliance, which is the largest neighborhood alliance in all of Tarrant County. After serving as NFWA Chairman of Parks and Recreation, Jacob was asked to serve as NFWA Chairman of Transportation. It was during these years that Jacob discovered his love of public service and just how much was really possible when the community comes together to achieve their goals.

Jacob was as appointed to the City of Fort Worth Zoning Commission and Alliance Airport Zoning Commission by District 7 Councilman Leonard Firestone in 2021. Following the results of the 2020 US Census, Jacob was asked by Councilman Alan Blaylock to serve as the zoning commissioner for the newly created District 10. Jacob has made it his mission to promote communication and transparency at all levels of government — from the HOAs to the school boards to city councils, our citizens deserve to know what happening with their tax dollars.

Jacob is a licensed Texas real estate agent with Compass RE, Texas LLC and has been licensed since 2011. Jacob has helped thousands of homeowners reduce their property tax values over the last 10 years.

### Saratoga HOA Board

- Director at Large: 2015-2016, 2021-22
- President - 2016-2021

### Northwest Independent School District

- Northwest ISD Leadership 2016
- Attendance Boundary Committee 2017-18
- Long Range Planning Committee 2018-present

### City of Fort Worth

- District 7 Zoning Commissioner 2021-2023
- District 10 Zoning Commissioner 2023-present

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## City Council Regular Meeting

**DEPARTMENT:** Public Works & Engineering  
**FROM:** Errick Thompson, P.E., Director  
**MEETING:** November 13, 2023

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**SUBJECT:**

Receive a report, hold a discussion and provide staff direction regarding landscaping along Lakewood Drive. (*Staff Presenter: Errick Thompson, Director of Public Works & Engineering*)

**SUMMARY:**

Lakewood Drive from FM 1902 and CR 1020 (future Alsbury Blvd) is currently under construction. As part of the construction, landscaping is planned for the median and parkways. In addition, the roundabout at CR 1016 and Lakewood Drive offers an opportunity to enhance the aesthetics of the roadway and surrounding development by incorporating public art into the hardscape design.

Staff is seeking direction on three options involving a variety of landscape and hardscape options.

**STAFF CONTACT:**

Errick Thompson, P.E.  
Public Works & Engineering Director  
[ethompson@burlesontx.com](mailto:ethompson@burlesontx.com)  
817-426-9610

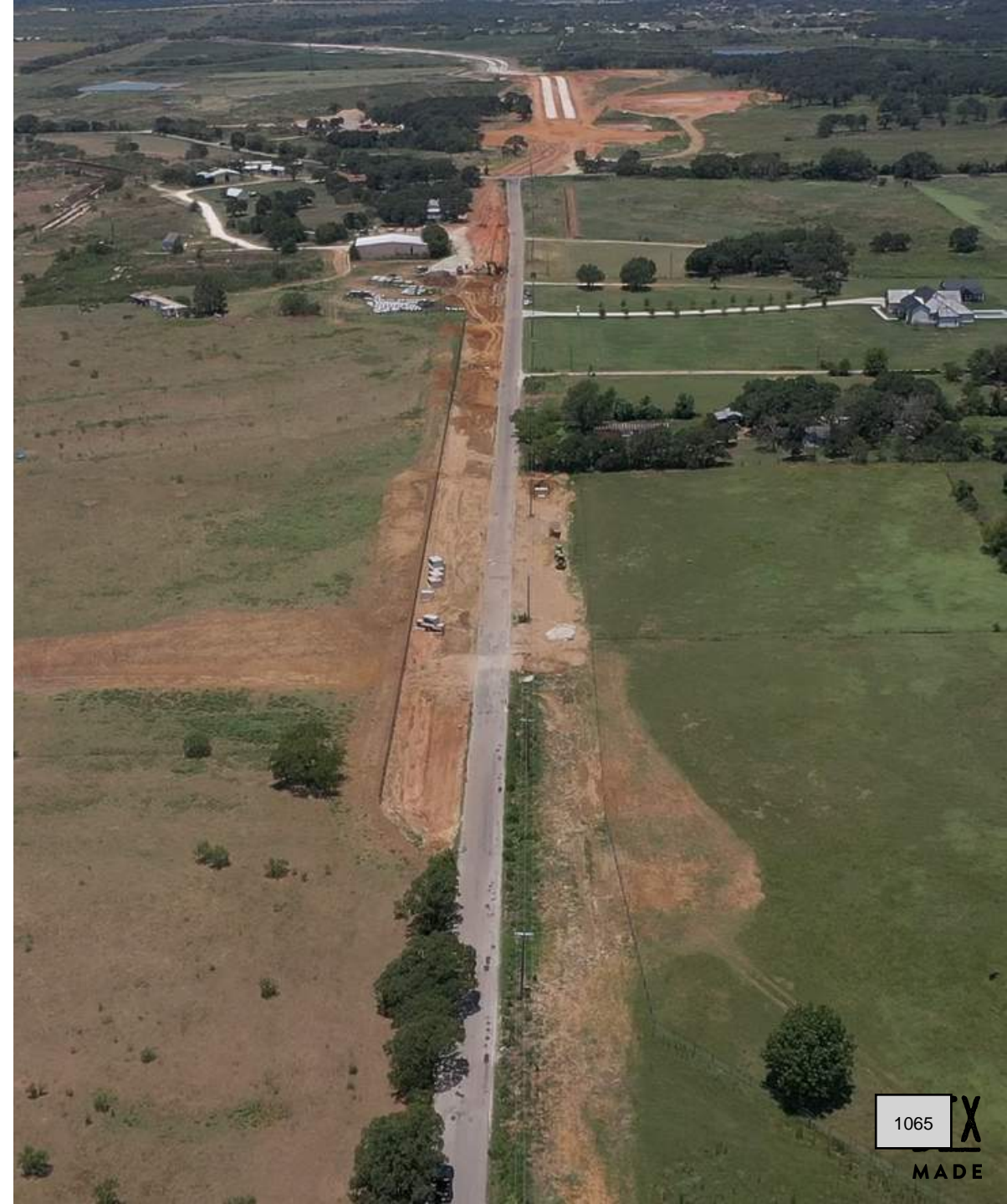






# LAKEWOOD DRIVE

- 4 - LANE DIVIDED ROADWAY
- 10-FOOT SHARED USE PATH ON EACH SIDE OF ROADWAY
- **POTENTIAL LANDSCAPING OF PARKWAYS AND MEDIANS**
- STREETLIGHTING & BURIAL OF OVERHEAD ELECTRIC LINES





# PROJECT BUDGET

THE FY2023 BUDGET FOR THE 4A ECONOMIC DEVELOPMENT CORP INCLUDED \$25M FOR LAKEWOOD DRIVE

- **\$18M - CONSTRUCTION OF LAKEWOOD DRIVE (INCLUDING \$3M CONTINGENCY)**
- **\$3.5M - STREETLIGHTING & BURIAL OF OVERHEAD ELECTRIC LINES**
- **\$2.5M - LANDSCAPING PARKWAYS AND MEDIANS**

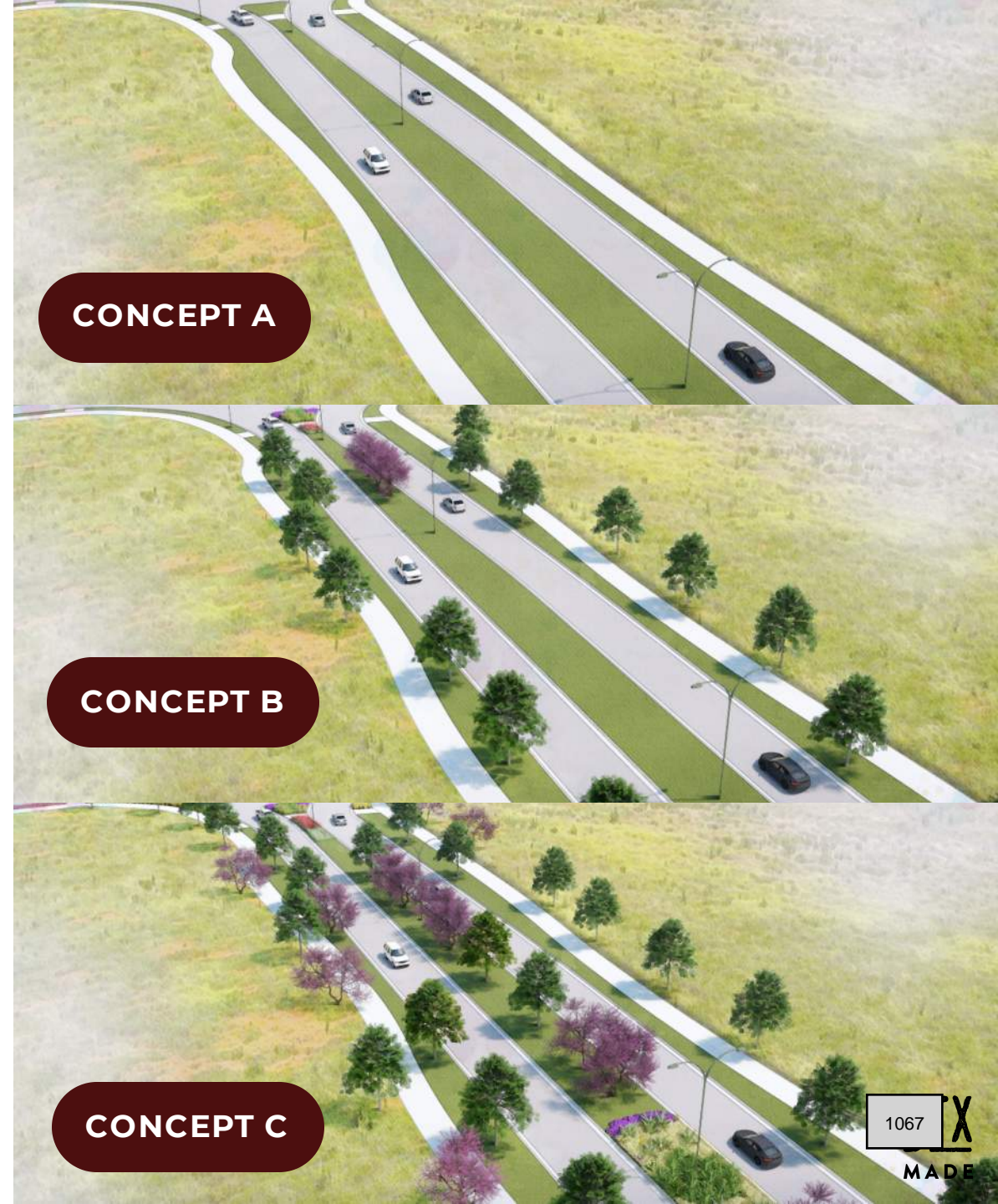


# LAKEWOOD DRIVE

## Preliminary Landscape Design Concepts

- **LANDSCAPE ARCHITECTS FROM R.A. DEVELOPMENT'S DESIGN TEAM PROVIDED THREE CONCEPTS FOR DISCUSSION**
- **THE DESIGN WILL BE REFINED BASED ON FEEDBACK TODAY**
  - Concept A - \$534,868
  - Concept B - \$919,726
  - Concept C - \$1,747,861

*Estimated installation costs include 20% contingency*





# LAKEWOOD DRIVE

## Landscape Concept A

- **BASIC CONCEPT**

No trees / shrubs proposed

274,000 sf Bermuda Sod

274,000 sf irrigation system

- **ESTIMATED INSTALLATION COST -  
\$534,868**

- **ESTIMATED ANNUAL OPERATING  
AND MAINTENANCE COST -  
\$60,000/YR**



# LAKEWOOD DRIVE

## Landscape Concept B

- **LANDSCAPING IN PARKWAYS WITH MINIMAL MEDIAN LANDSCAPING**
  - 320 three-inch caliper shade trees
  - 22 two-inch caliper ornamental trees
  - 12,500 sf shrubs and ground cover plantings
  - 261,500 sf Bermuda sod
  - 274,000 sf irrigation system
- **ESTIMATED INSTALLATION COST - \$919,726**
- **ESTIMATED ANNUAL OPERATING AND MAINTENANCE COST - \$80,000/YR**





# LAKEWOOD DRIVE

## Landscape Concept C

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



# SUMMARY

Landscape Installation Budget - \$2.5M

Concepts	Elements	Estimated Costs
A	Bermuda sod and irrigation	\$534,868
B	Option A plus moderate landscaping in parkways and medians	\$919,726
C	Option A plus dense landscaping in parkways and medians with hardscape feature in round-about	\$1,747,861

Installation cost estimates include 20% contingency. Additional elements for consideration: benches / seating, trash receptacles, etc.



# MAINTENANCE CONSIDERATIONS

Concepts	Elements	Estimated Annual Maintenance Costs
A	Bermuda sod and irrigation	\$60,000
B	Option A plus moderate landscaping in parkways and medians	\$80,000
C	Option A plus dense landscaping in parkways and medians with hardscape feature in round-about	\$110,000

*Cost estimates are based on City of Burleson staff maintaining the corridor.*

# TIMING

## Preliminary Landscape Design Concepts

- **LANDSCAPING TO BE BID AS A SEPARATE CONSTRUCTION / INSTALLATION CONTRACT**
- **INSTALLATION ANTICIPATED LATE 2024**
  - Fall planting season
  - Two-year maintenance agreement
- **CITY WOULD EFFECTIVELY NOT NEED TO BUDGET FOR MAINTENANCE UNTIL THE FY2026-2027 FISCAL YEAR**
- **STRATEGIES CONSIDERED FOR FUNDING ANNUAL MAINTENANCE COULD INCLUDE**
  - 4B
  - General Fund operating budget

### CONCEPT A

\$534,868 +  
\$60k/yr

### CONCEPT B

\$919,726 +  
\$80k/yr

### CONCEPT C

\$1,747,861 +  
\$110k/yr





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**City Council Regular Meeting**

**DEPARTMENT:** Parks and Recreation

**FROM:** Jen Basham, Director of Parks and Recreation

**MEETING:** November 13, 2023

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**SUBJECT:**

Receive a report, hold a discussion, and provide staff feedback regarding a financial overview of the Parks Performance Fund. *(Staff Presenter: Jen Basham, Director of Parks and Recreation)*

**SUMMARY:**

The Parks Performance Fund allocates revenues and expenditures for the Burleson Recreation Center, Russell Farm, and Athletics. These areas generate revenue and the remaining balance to cover expenditures is subsidized by 4B funds. Staff has prepared an overview of revenue and expenditures over the past few years and recommended fee updates for the upcoming budget year.

**OPTIONS:**

- 1) Recommend moving forward with staff recommended fees
- 2) Recommend changes
- 3) Recommend maintaining existing fee schedule

**RECOMMENDATION:**

Staff recommends updating the fee schedule to include the fees as presented

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

NA

**FISCAL IMPACT:**

None at this time

**STAFF CONTACT:**

Jen Basham

Director of Parks and Recreation  
[jbasham@burlesontx.com](mailto:jbasham@burlesontx.com)  
817-426-9201





# PPF Revenue

City Council November 13, 2023

Staff Presenter: Jen Basham, Director of Parks and Recreation





# Presentation Points

- ① Background
- ② BRiCk
- ③ Russell Farm Art Center
- ④ Athletics
- ⑤ Summary
- ⑥ Direction & Feedback

# Background



The Parks performance fund was created to account for the revenue and expenditures within proprietary funds for parks and recreation.

- The account is subsidized by 4B dollars
- The general fund does not subsidize these operations
- Golf is held in a separate fund and is not part of the parks performance fund

Staff has been asked to review recent year expenditures and recommend fee structures and cost recovery goals for upcoming years

# BRiCK



# Reimbursement to the General Fund for indirect cost

In every fiscal year, funds are earmarked to be allocated from PPF to the general fund. These funds are allocated to cover indirect cost for departments that support Parks and Recreation Department.

- FY2024, projected: \$579,743 (BRiCk only)
  - FY2023, actual: \$512,632 (a new indirect cost analysis was completed in FY23)
  - FY2022, actual: \$265,702
  - FY2021, actual: \$255,234
- FY2024, projected: \$66,203 (Athletics only)
- FY2024, projected: \$48,824 (Russell Farm only)
- Total reimbursement to general fund: \$694,770



# Operational Changes - Staffing, SmartRec & Splash Pad

## Operational Staffing Increase:

- Assistant Recreation Manager - Started January 2022
- Recreation Coordinator - Started November 2021
- Part Time Wage Increase - October 2021 (additional \$142,000)
- Splash Pad Attendant-May 2022 (140 hours/yr - \$1,722)
- Gym Attendant-September 2022 (482 hours/yr - \$6,141)

## Credit Card Usage and Processing Fee Increase:

- Processing Fees FY 21-22: \$54,103
- Processing Fees FY 22-23: \$67,316

## Splash Pad Maintenance:

- Approximately \$30,000 annually in maintenance and chemicals



# Maintenance & Capital – FY 22-23

Total: \$557,685



## Pool UV Repair Total: \$9,169

Indoor \$6,350

Splash Pad \$2,819

## HVAC Total: \$38,296

Chiller #2 slide valve repair \$18,583

Add freon after repair \$1,107

Chiller #2 replace motor, contactors, & control board \$5,113

Chiller #2 fan contactors welded shut \$613

Fan power boxes in meeting rooms \$490

Roof top unit 10 leaking \$1,097

Rental for coolers \$11,293

## Desert Air Total: \$19,816

Unit 2 leak search & repair \$5,280

Unit 2 additional repairs \$2,135

Unit 2 supply fan motor replacement \$7,250

Freon \$5,151

Addition of 3 Air Curtains Total:  
\$23,581

## Supplemental & CIP Projects

Outdoor Pool Sand Filters – \$99,668

Added Office Space – \$7,420

Relace Men's Lockers – \$27,744

Indoor Track Lighting – \$4,748

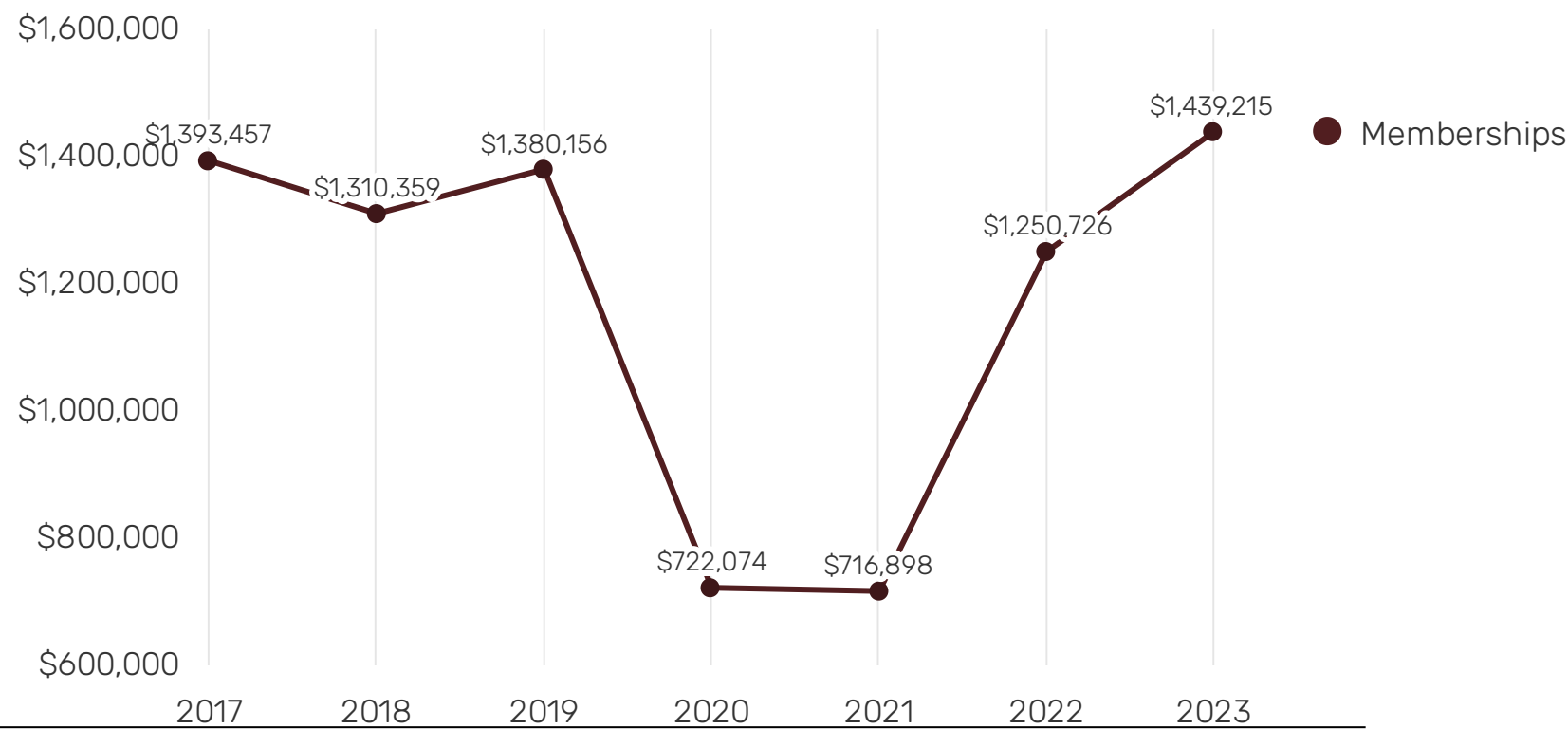
LED Retrofit – \$58,279

Outdoor Pool Shade Structures (CIP): \$91,313

AC Control System Upgrade (CIP): \$177,651



# Revenue - Memberships and Day Passes

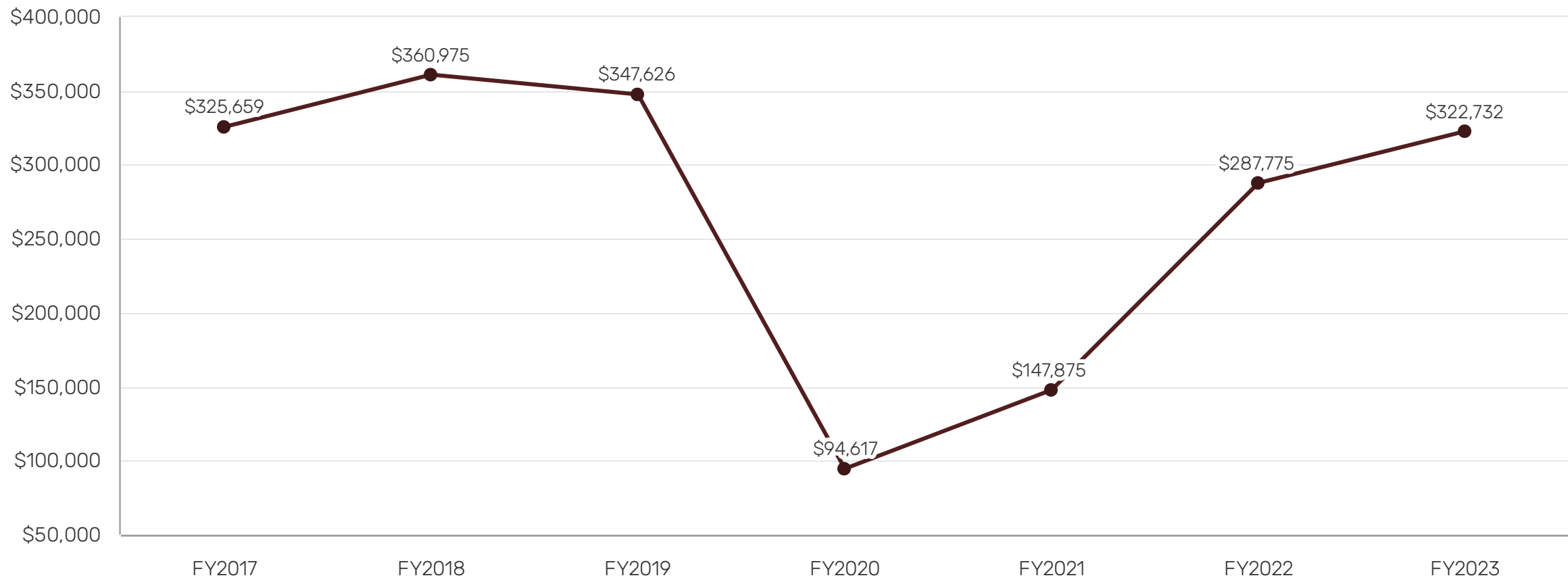


This revenue was generated through additional sales of memberships and day passes. No fee increase has occurred during this time period.

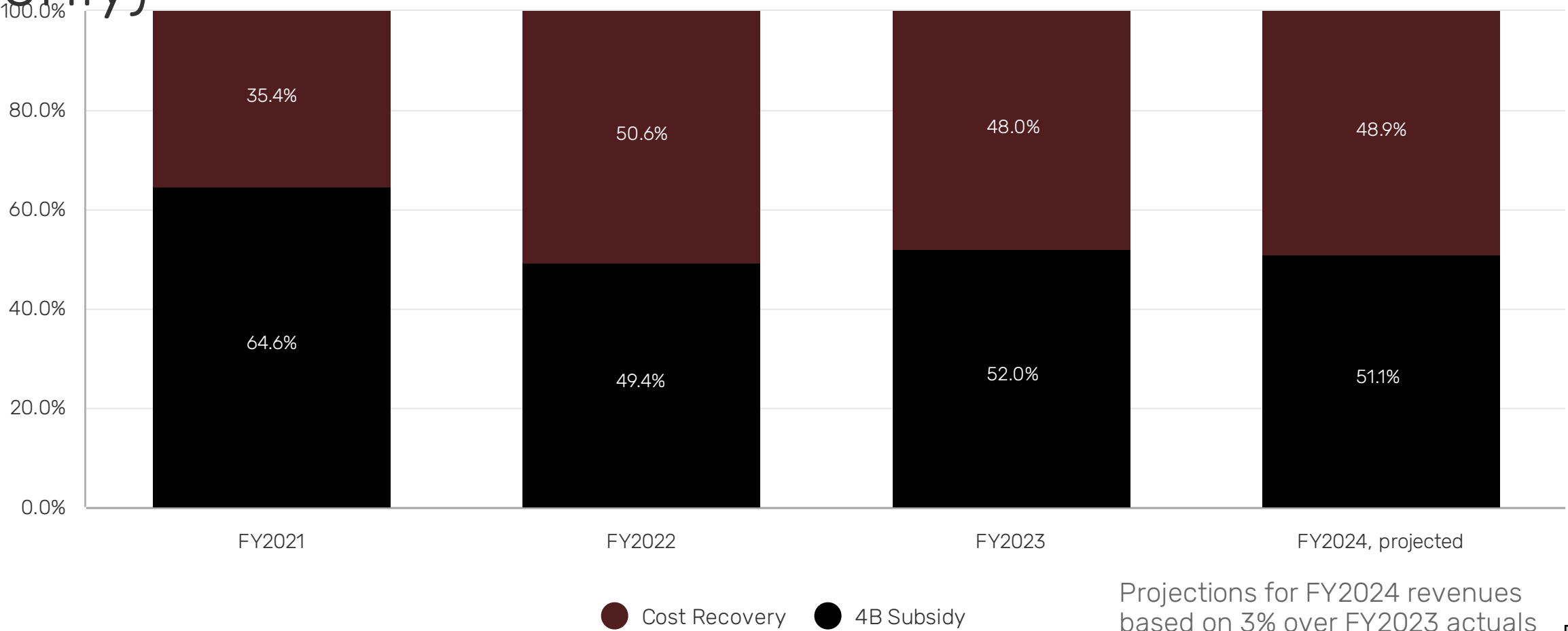


# Revenue – BRiCk Programs

Activity fees and indoor athletic leagues

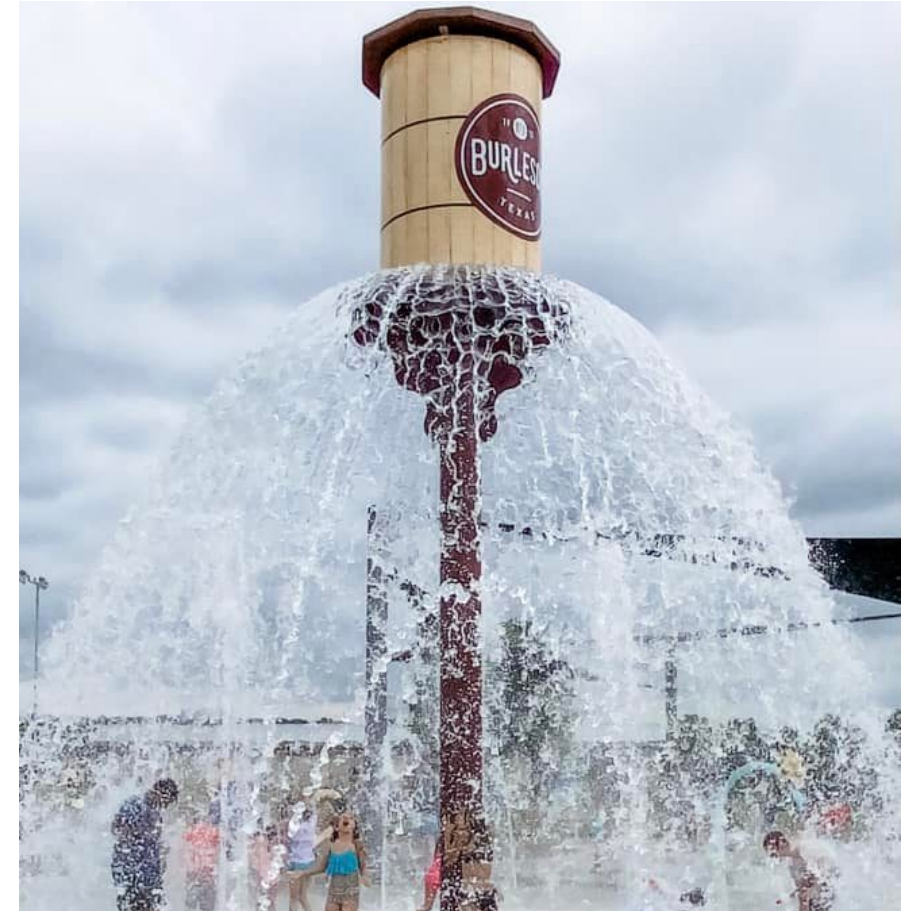


# Cost Recovery and Subsidy: PPF Recreation (BRiCk only)



# BRiCK Revenue Opportunities

- ① Programs
- ② Memberships
- ③ Rentals





# BRiCk Programs: Revenue Opportunities

2022 Actual - **\$274,924**

2023 Actual - **\$298,115**

## Increased Program Fee Options:

- 25% overall program increase (\$6-8 increase) - Additional \$10,837.50 per year
- 5% camp enrollment increase (\$6-8 increase) - Additional \$11,662.50 per year
- **2024 Total Potential Revenue Increase - \$22,500.00**



# Membership Benchmark Results

## ANNUAL MEMBERSHIPS

Averages: Keller \$504.25, North Richland Hills \$454.13, Grapevine \$430, Grand Prairie \$407.33, Burleson \$395.63

	BURLESON	GRAND PRAIRIE	GRAPEVINE	NORTH RICHLAND HILLS	KELLER
YOUTH - RESIDENT	\$235	\$149	-	\$160	\$251
YOUTH - NON RESIDENT	\$315	\$299	-	\$211	\$276
ADULT - RESIDENT	\$330	\$299	\$125	\$408	\$514
ADULT - NON RESIDENT	\$440	\$499	\$460	\$505	\$631
SENIOR - RESIDENT	\$280	-	-	\$345	\$291
SENIOR - NON RESIDENT	\$380	-	-	\$410	\$373
FAMILY - RESIDENT	\$505	\$499	\$315	\$700	\$759
FAMILY - NON RESIDENT	\$680	\$699	\$820	\$894	\$939



# Membership Benchmark Results

## MONTHLY DRAFT MEMBERSHIPS

Averages: Keller \$50.63, North Richland Hills \$47.88, Grand Prairie \$40.67, Burleson \$40.63, Grapevine \$35.83

	BURLESON	GRAND PRAIRIE	GRAPEVINE	NORTH RICHLAND HILLS	KELLER
YOUTH - RESIDENT	\$25	\$19	-	\$20	\$26
YOUTH - NON RESIDENT	\$30	\$29	-	\$35	\$28
ADULT - RESIDENT	\$35	\$29	\$10.42	\$40	\$51
ADULT - NON RESIDENT	\$45	\$49	\$38.33	\$55	\$63
SENIOR - RESIDENT	\$30	-	-	\$37	\$30
SENIOR - NON RESIDENT	\$40	-	-	\$51	\$37
FAMILY - RESIDENT	\$50	\$49	\$26.25	\$60	\$76
FAMILY - NON RESIDENT	\$70	\$69	\$68.33	\$85	\$94

# Day Pass Benchmark Results

	BURLESON	GRAND PRAIRIE	GRAPEVINE	NORTH RICHLAND HILLS	KELLER
YOUTH - RESIDENT	\$8	\$10	\$12	\$7	\$7
YOUTH - NON RESIDENT	\$8	\$10	\$12	\$10	\$9
ADULT - RESIDENT	\$8	\$10	\$12	\$7	\$8
ADULT - NON RESIDENT	\$8	\$10	\$12	\$10	\$10
SENIOR - RESIDENT	\$8	\$10	\$12	\$7	\$7
SENIOR - NON RESIDENT	\$8	\$10	\$12	\$10	\$9
FAMILY - RESIDENT	\$20	-	-	-	\$17
FAMILY - NON RESIDENT	\$20	-	-	-	-

# BRiCK Membership: Revenue Opportunities

## Membership Revenue

- 2023 Revenue - \$1,439,214
- Average revenue per month, FY2023 - \$119,935 (includes both monthly drafts and day passes)

Membership Fee increase across the board (annuals, monthly drafts and fixed duration 1-month memberships)

- 5% Increase - Additional \$71,961 per year
- 10% Increase - Additional \$143,921 per year
- 15% Increase - Additional \$215,882 per year

## Day Pass Revenue

- 2023 Revenue - \$133,923

Day Pass: Create Non-Resident Rate

- \$2 Increase for Individual (Est. 80% of sales) - Additional \$27,785
- \$5 Increase for Family (Est. 20% of sales) - Additional \$6,696



# Membership Fee Options

## ANNUAL MEMBERSHIP

	CURRENT	5% INCREASE	10% INCREASE	15% INCREASE
YOUTH - RESIDENT	\$235	\$246.75	\$258.50	\$270.25
YOUTH - NON RESIDENT	\$315	\$330.75	\$346.50	\$362.25
ADULT - RESIDENT	\$330	\$346.50	\$363	\$379.50
ADULT - NON RESIDENT	\$440	\$462	\$484	\$506
SENIOR - RESIDENT	\$280	\$294	\$308	\$322
SENIOR - NON RESIDENT	\$380	\$399	\$418	\$437
FAMILY - RESIDENT	\$505	\$530.25	\$555.50	\$580.75
FAMILY - NON RESIDENT	\$680	\$714	\$748	\$782

# Membership Fee Options

## MONTHLY MEMBERSHIP

	CURRENT	5% INCREASE	10% INCREASE	15% INCREASE
YOUTH - RESIDENT	\$25	\$26.25	\$27.50	\$28.75
YOUTH - NON RESIDENT	\$30	\$31.50	\$33	\$34.50
ADULT - RESIDENT	\$35	\$36.75	\$38.50	\$40.25
ADULT - NON RESIDENT	\$45	\$47.25	\$49.50	\$51.75
SENIOR - RESIDENT	\$30	\$31.50	\$33	\$34.50
SENIOR - NON RESIDENT	\$40	\$42	\$44	\$46
FAMILY - RESIDENT	\$50	\$52.50	\$55	\$57.50
FAMILY - NON RESIDENT	\$70	\$73.50	\$77	\$80.50

# Day Pass Fee Option

## MONTHLY MEMBERSHIP

	CURRENT	CURRENT MILITARY/VETERAN	NEW NON-RESIDENT RATE
INDIVIDUAL	\$8	\$6	\$10
FAMILY	\$20	\$15	\$25
GROUP OF 15+	\$6 each	\$4 each	\$40





# Rental Revenue Opportunities

## Rental Revenue

- 2023 Facility Rental Revenue (meeting rooms and pools) - \$176,333

## Rental Fee Increase

- 5% Increase - Additional \$8,817
- 10% Increase - Additional \$17,633
- 15% Increase - Additional \$26,450

# Rental Fee Options – Facility

\$50 Deposit

## MEETING ROOMS – RESIDENT

	Mem/Res	5%	10%	15%
Meeting Room A or B:	\$45	\$47	\$50	\$52
Both Meeting Rooms:	\$80	\$84	\$88	\$92

## MEETING ROOMS – NON-RESIDENT

	Non-Res	5%	10%	15%
Meeting Room A or B:	\$61	\$64	\$67	\$70
Both Meeting Rooms:	\$108	\$113	\$119	\$124

## GYMNASIUM – RESIDENT

	Mem/Res	5%	10%	15%
Half Court:	\$25	\$26	\$28	\$29
Full Court:	\$35	\$37	\$39	\$40
Both Courts:	\$65	\$68	\$72	\$75

## GYMNASIUM – NON-RESIDENT

	Non-Res	5%	10%	15%
Half Court:	\$46	\$48	\$51	\$53
Full Court:	\$61	\$64	\$67	\$70
Both Courts:	\$108	\$113	\$119	\$124

# Rental Fee Options – Pool

\$50 Deposit

## POOL PARTIES – RESIDENT

	Mem/Res	5%	10%	15%
Party Room A or B:	\$50	\$53	\$55	\$58
Both Party Rooms:	\$95	\$100	\$105	\$109
Sundeck:	\$70	\$74	\$77	\$81

## POOL PARTIES – NON-RESIDENT

	Non-Res	5%	10%	15%
Party Room A or B:	\$81	\$85	\$89	\$93
Both Party Rooms:	\$142	\$149	\$156	\$163
Sundeck:	\$108	\$113	\$119	\$124

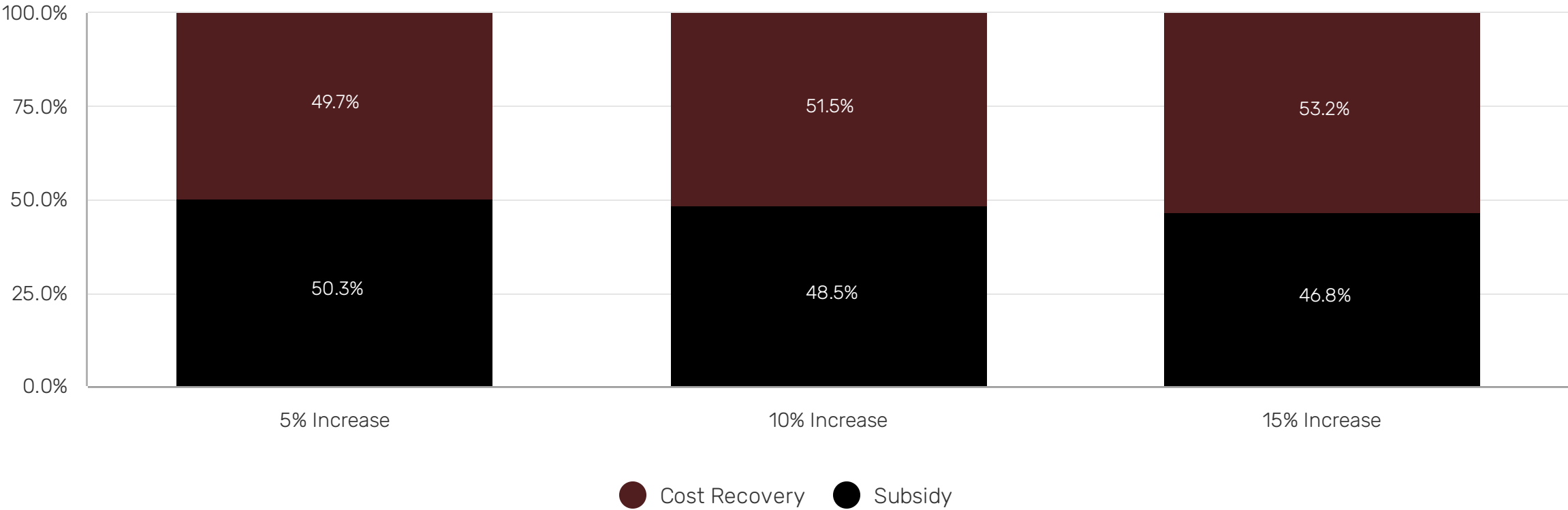
## PRIVATE POOL PARTIES – RESIDENT

	Mem/Res	5%	10%	15%
Indoor Party (Slide):	\$262.50	\$276	\$289	\$302
Indoor Party (No Slide)	\$237.50	\$249	\$261	\$273
Outdoor Party 0-50:	\$65	\$68	\$72	\$75
Outdoor Party 50-149:	\$75	\$79	\$83	\$86

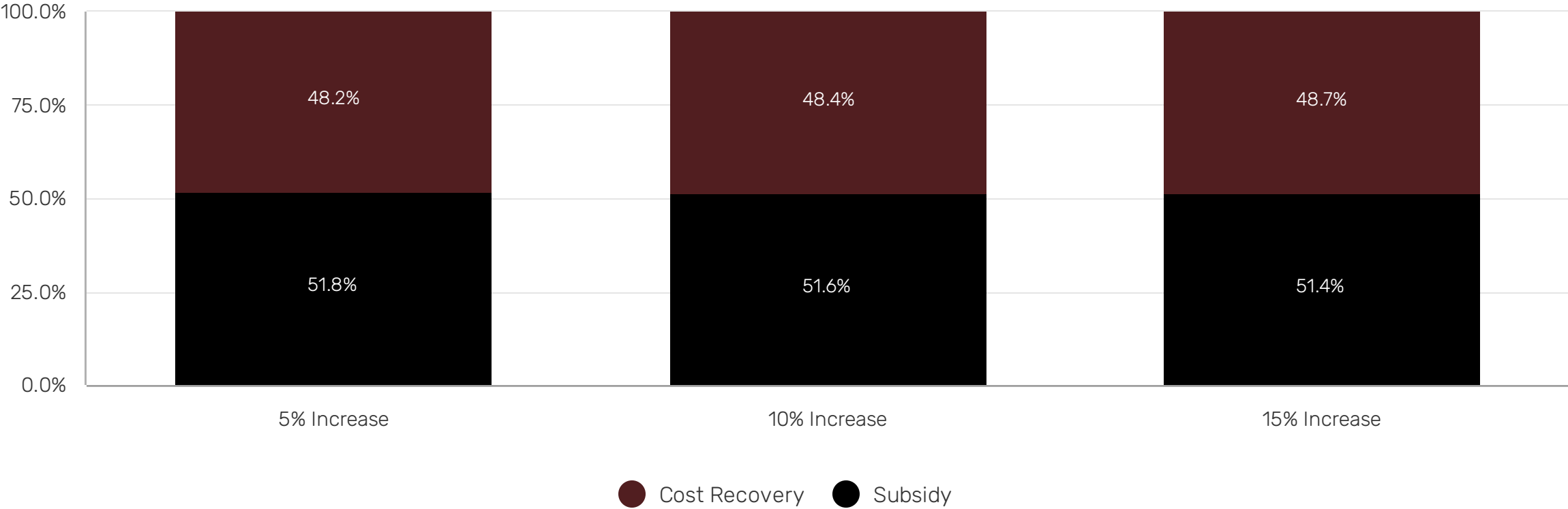
## PRIVATE POOL PARTIES – NON-RESIDENT

	Non-Res	5%	10%	15%
Indoor Party (Slide):	\$287.50	\$302	\$316	\$331
Indoor Party (No Slide)	\$262.50	\$276	\$289	\$302
Outdoor Party 0-50:	\$75	\$79	\$83	\$86
Outdoor Party 50-149:	\$85	\$89	\$94	\$98

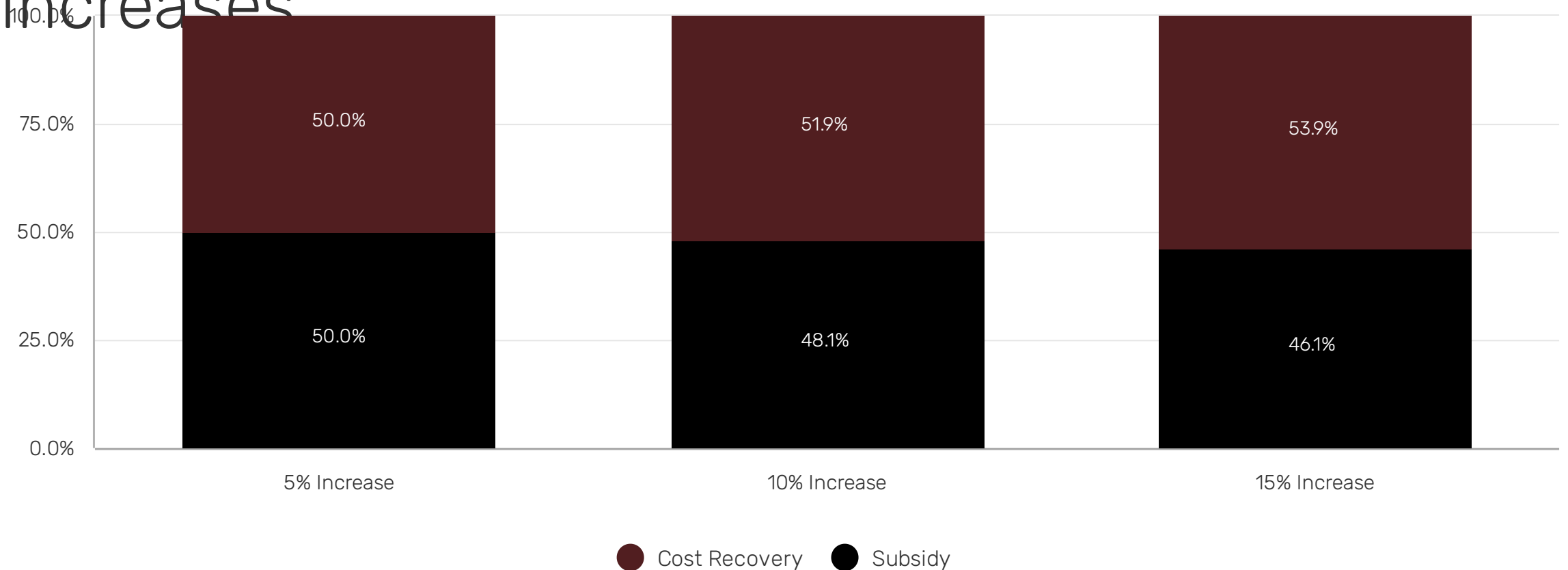
# Recreation Cost Recovery and Subsidy with Proposed Membership Price Increases only



# Recreation Cost Recovery and Subsidy with Proposed Rental Price Increases only



# Recreation Cost Recovery and Subsidy with both Rental Fee Increases and Membership Fee Increases





# Russell Farm Art Center

# Russell Farm Art Center: Revenue Opportunities



- ① Programs
- ② Rentals

# Russell Farm Programs: Revenue Opportunities

2022 Program Revenue Actuals - \$12,167

2023 Program Revenue Actuals - \$19,863

- Increased Program Fee Options:
  - 25% overall program increase (\$6-8 increase) - Additional \$2,033 per year
  - \$5 fee based special event increase - Additional \$250 per year
  - Fee base field trip offerings (avg. 5) - Additional \$1,250 per year
  - **2024 Total Potential Revenue Increase - \$3,533**



# At a glance: Rental Fee Comparison

	CURRENT	5% Increase	10% Increase	15% Increase
Chesepeake:	\$50	\$52.50	\$55.00	\$57.50
Chesapeake After Hours:	\$71	\$74.55	\$78.10	\$81.65
Hay Barn:	\$31	\$32.55	\$34.10	\$35.65
Hay Barn: After Hours	\$53	\$55.65	\$58.30	\$60.95
Baker Building:	\$38	\$39.90	\$41.80	\$43.70
Baker Building: After Hours	\$59	\$61.95	\$64.90	\$67.85



# Russell Farm Rentals: Revenue Opportunities

2022 Rental Revenue Actuals - **\$15,335**

2023 Rental Revenue Actuals - **\$17,811**

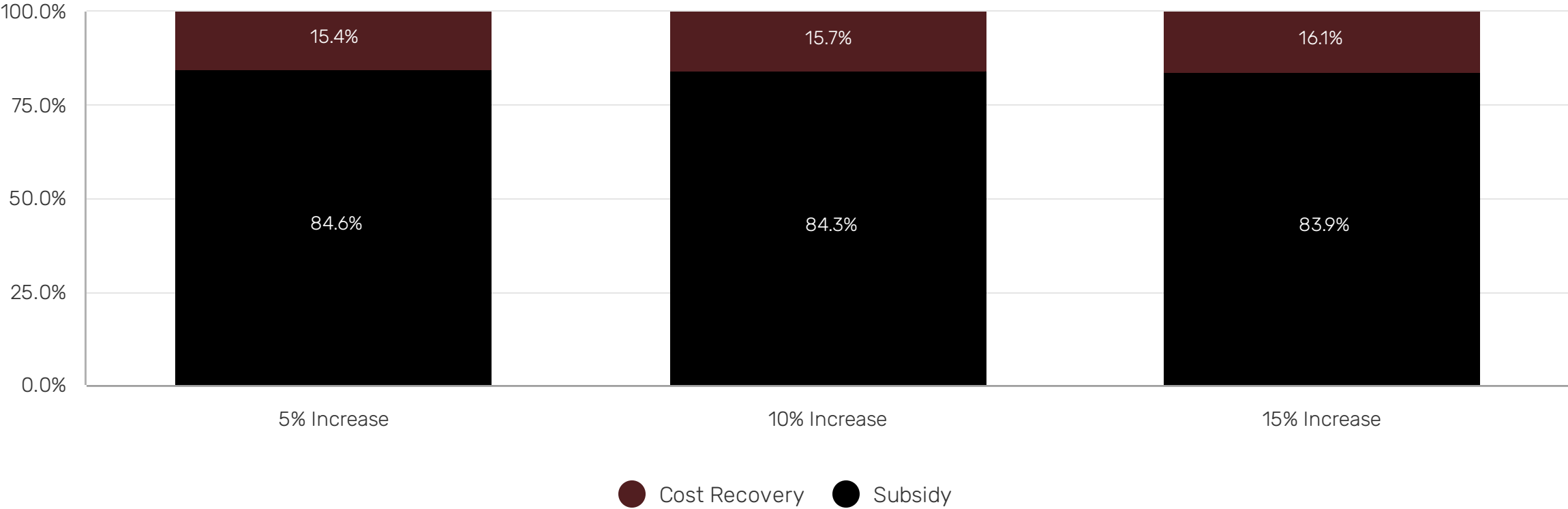
- Rental Fee Increase Options:

- 5% Increase: Additional **\$1,012**
- 10% Increase: Additional **\$2,024**
- 15% Increase: Additional **\$3,037**



# Cost Recovery and Subsidy with Proposed Rental Price Increases

**Please note:** Historical subsidy data is limited for Russell Farm Art Center. This is due to a lack of fee-based programming when initially acquired in 2011.

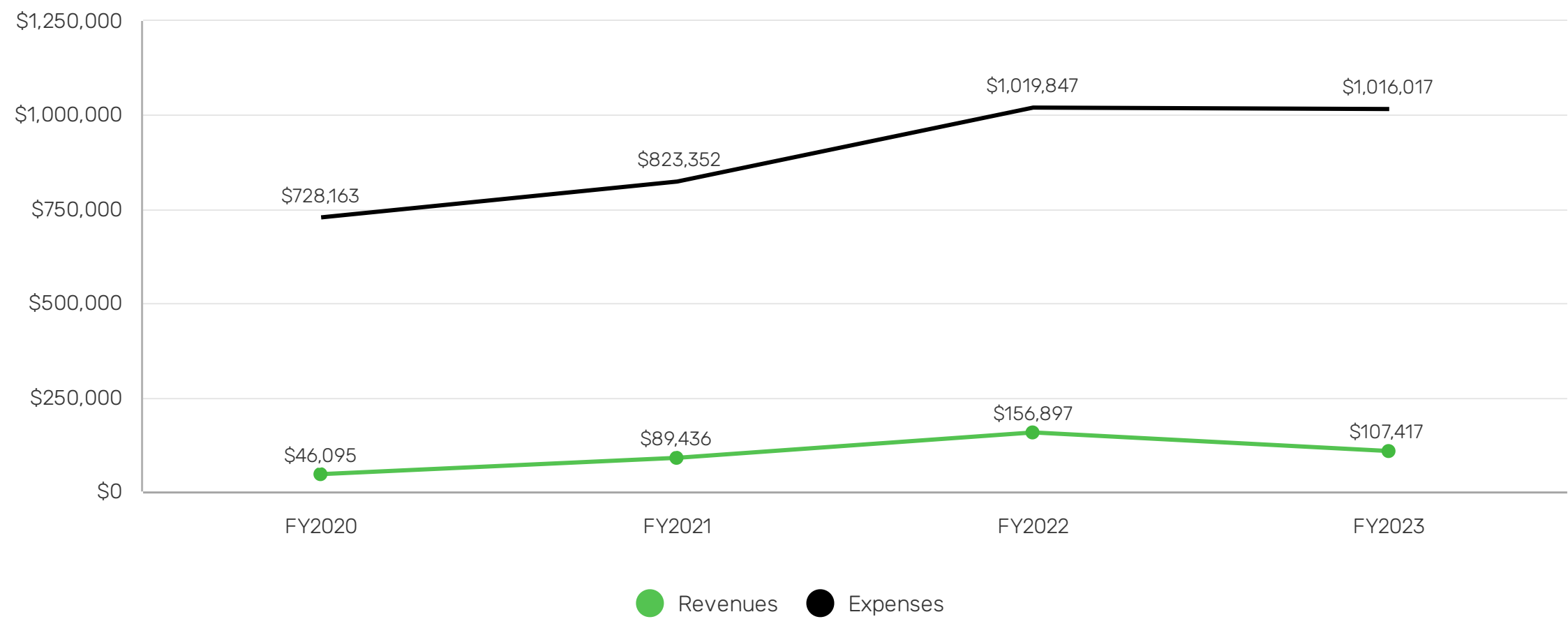




# Athletics

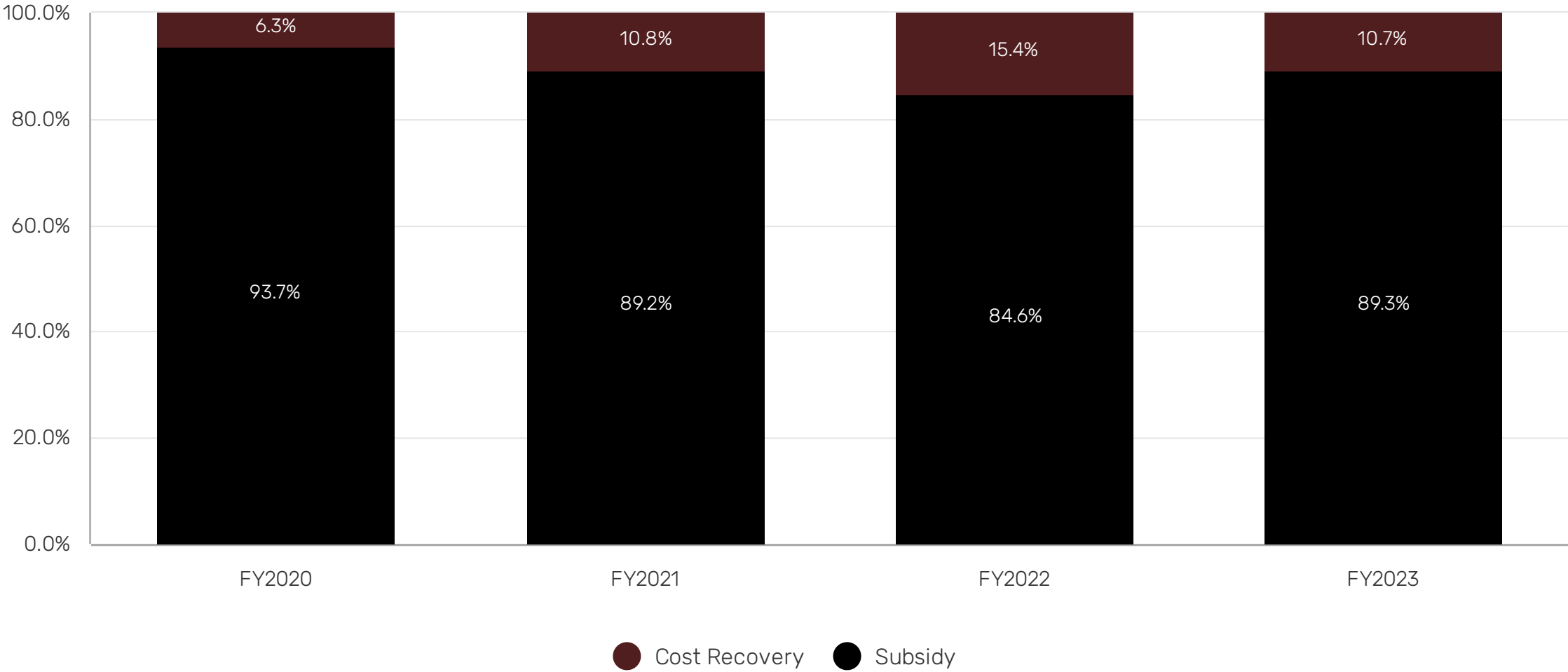
# Athletics Revenues and Expenses

Field rentals and athletic leagues



Increases in expenses due to market rate wage increases, increase in cost of janitorial, fertilizer, and field marking materials, and water consumption rates

# Athletics Cost Recovery and Subsidy



# Athletics/Parks Rentals Per Hour

Pavilion rentals are allocated to GF and do not impact PPF

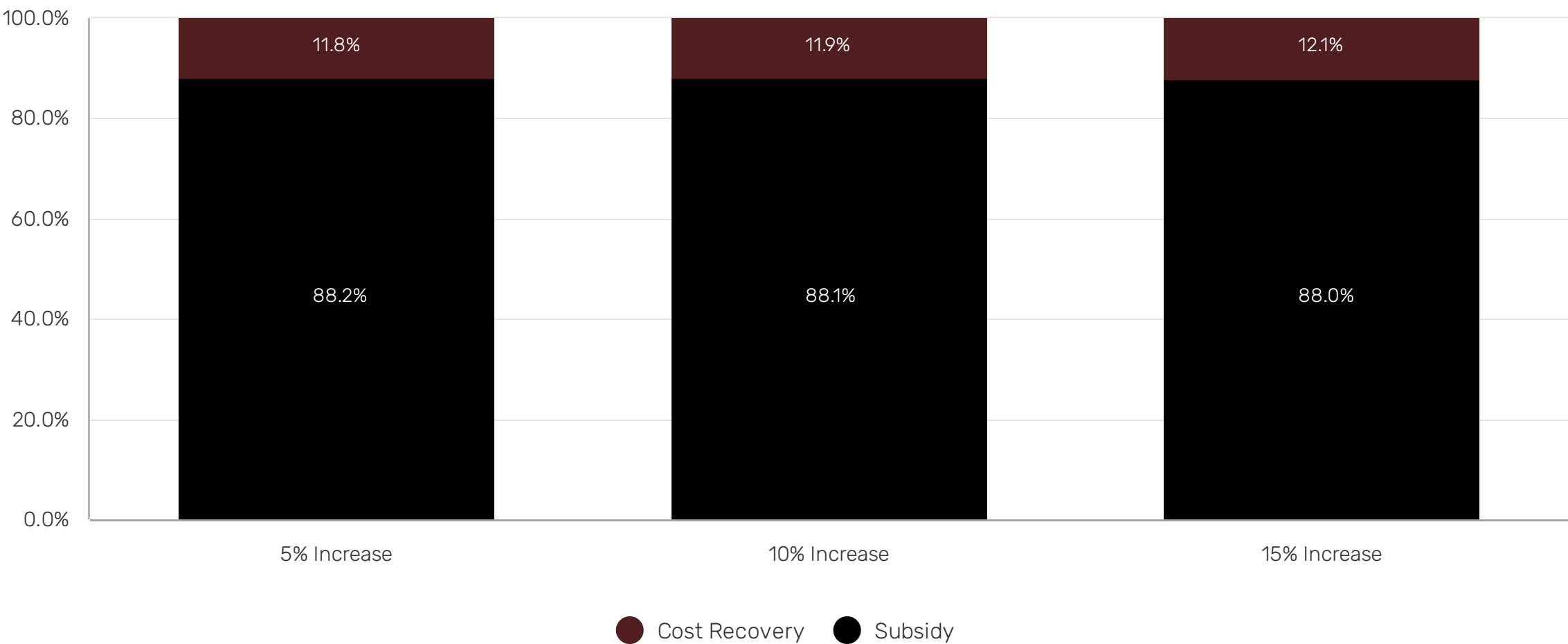
	Current Resident Rate	Current Non-Resident Rate	\$5 Increase - Resident	\$5 Increase - Non-Resident
Pavilions	\$10	\$15	\$15	\$20

# Athletics Rentals Revenues by Category

- Parks Pavilions (revenues allocated to general fund, no impact to PPF)
  - FY2023 actual revenues: \$9,338
  - Revenues with \$5 per hour increase to resident and non-resident rates: \$13,805
  - % change: 47% increase in revenues
- Athletics Field Rentals
  - FY2023 actual revenues: \$19,633
  - Revenues with 5% rental price increase per hour: \$20,615
  - Revenues with 10% rental price increase per hour: \$21,596
  - Revenues with 15% rental price increase per hour: \$22,578

# Athletics Cost Recovery and Subsidy with Proposed Rental Price Increases

Projected based on FY2023 actuals







# Fee Increase Recommendation

Implementation: January 1, 2024

*All projections and data reflects 1 full fiscal year.*

Total impact to overall PPF subsidy: projected decrease of 3.9%

BRiCk Program Fee Increase: 25% on overall programs and 5% camp enrollment fee increase

- Projected Revenue: \$320,615 (increase of \$22,500)

BRiCk Rental Fee Increase: 10%

- Projected Revenue: \$193,966 (increase of \$17,633)

Day Pass: Add Non-Resident Rate

- Projected Revenue: \$168,404 (increase of \$34,481)

Russell Farm Program Fee Increase: 25% increase in program fees, \$5 fee-based special events increase, fee-based field trips

- Projected Revenue: \$3,533

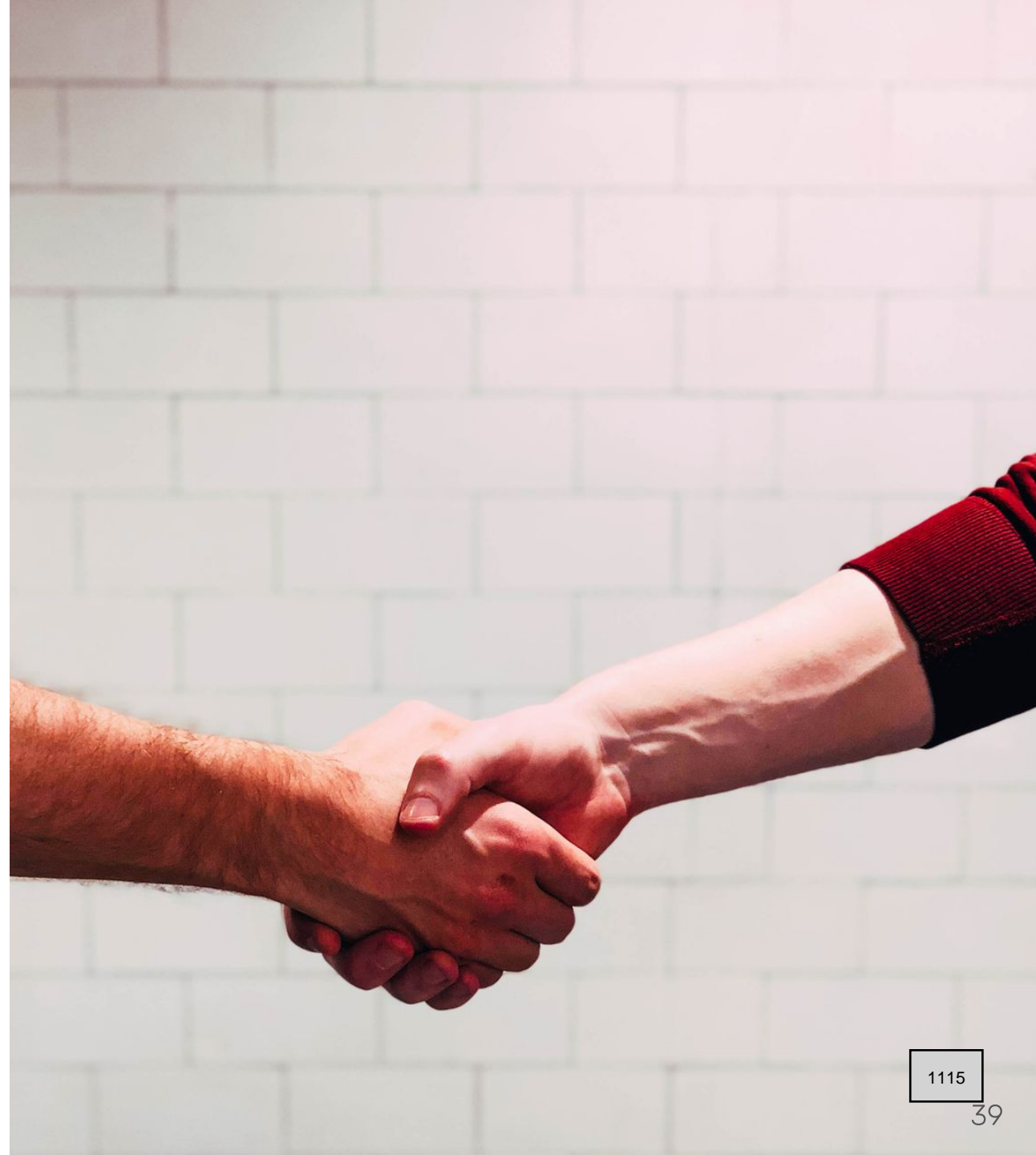
Russell Farm Rental Fee Increase: 10%

- Projected Revenue: \$20,244 (increase of \$2,024)

Parks Pavillions Fee Increase: \$5 per hour

- Projected Revenue: \$13,805 (increase of \$4,393)
- No impact to subsidy as revenues are allocated to general fund

# Direction & Questions



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## City Council Regular Meeting

**DEPARTMENT:** Development Services

**FROM:** Tony D. McIlwain, Development Services Director

**MEETING:** November 13, 2023

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**SUBJECT:**

Receive a report, hold a discussion and provide staff direction regarding an update to the city's zoning ordinance. (*Staff Presenter: Tony McIlwain, Development Services Director*)

**SUMMARY:**

The purpose of this presentation is to provide the City Council a briefing on proposed updates to the City's Zoning Ordinance. The City of Burleson's zoning regulations (i.e. Zoning Ordinance) are located in Appendix B of the Code of Ordinances. The zoning code contain land use and development requirements, which are separated into distinct classifications (i.e. zones), on all properties within the municipal boundaries. These zones provide specific standards that govern the purpose of land such as permitted uses, minimum yard sizes, height and bulk regulations, etc.

This briefing (i.e. report and attached documents) will detail proposed changes to the city's that provide for revised definitions, a consolidation of land use categories, a new single-family residential zoning district (SF 8.5), revisions to the IH-35 design standards, new standards for accessory uses, and zoning options relating to liquor/package stores. The Council should be made aware that as a result of recent state legislation, Senate Bill 929, any Council action that would render a conforming use to become non-conforming would require mailed notice of a public hearing to each affected business/property owner. Additionally, if the City were to require a non-conforming use to cease, it must provide compensation to the affected business/property owner. Senate Bill 929 amends Local Government Code section 211.006 and the City must notice in accordance with the law if there are wholesale changes to the City's official zoning map.

City staff would like to receive feedback and seek Council's direction on our efforts any other zoning ordinance related matters.

**OPTIONS:**

Not applicable; no official voting action is required of the Council.

**RECOMMENDATION:**

Staff is requesting Council's feedback and direction of the proposed update to the Zoning Ordinance.

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

June 6, 2022: The City Council received a briefing on proposed updates to the Zoning Ordinance.

**FISCAL IMPACT:**

None

**STAFF CONTACT:**

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Development Services Director  
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817-426-9684

# Zoning Code Update

Council Meeting: 11.13.23



# Purpose of Zoning

Must be in accordance with and further the goals of a comprehensive plan and is intended to:

- Promote the public health, safety, morals, or general welfare of the City
- Protect and preserve places and areas of historical, cultural, or architectural importance and significance

Texas Local Gov't Code Section 211.001





# What Constitutes a Zoning Change

- If the zoning on a parcel of land is inconsistent with the use the landowner desires, the owner may apply to the local jurisdiction for a change of zoning; or
- City Council may amend or change by ordinance, the boundaries or districts established by the zoning ordinance after:
  - Proper publication, posting, and notice to adjacent property owners of said zoning change; and
  - Upon receipt of findings/ recommendation from the Planning and Zoning Commission (can be a joint meeting P&Z and Council if done so by prior Resolution); and
  - After a public hearing at City Council and upon a qualifying vote by Council to amend the zoning district or boundary
  - Amendments to the zoning ordinance constitute a change



# Non-conforming Uses

- A nonconforming use is a permitted use of property which would otherwise be in violation of the current zoning ordinance. The use is permitted because the landowner was using the land or building for that use before the zoning ordinance became effective.
- Nonconforming uses are often referred to as being "grandfathered in" to a zoning code. To qualify for nonconforming use, the property needs to have been continuously put to the non-conforming use. Thus, if the businesses closes and the use lapses for 180 days, the permission for the nonconforming ceases.
- Non-conforming uses may not be enlarged, changed, or altered.





# BACKGROUND

- Staff has worked on the zoning code update over the last several months utilizing feedback from the City attorney and Council, as well as lessons learned from recent zoning cases. Additionally, staff engaged Kimley-Horn and Associates Inc. to review the proposed changes from a best practices standpoint
- Kimley-Horn's comments
  - Minor in nature and primarily focused on providing graphics and tables to the “Development Area Regulations” of each of the zoning categories
  - Recommended changes to other sections of the Code of Ordinances to reflect the changes in the Zoning Code (i.e. Landscaping and parking)



# Zoning Code Highlights

- Based on recent trends in planning to move from specific land use lists to streamlined use categories, staff consolidated 200+ uses into roughly 30 broad land use categories
- Updated definitions language and removed definitions that are no longer relevant
- Converted IH-35 and Business Park overlays into new base zoning districts named as Interstate Commercial & Business Park Districts respectively
- Increased minimum Single Family lot size to 8,500 sq ft via the new SF8.5 zoning district
- SF7, MF1 and MF2 become legacy districts in effort to reduce densities (will not impact existing zoned parcels)
- Altered PD, Planned Development language and criteria

## Section 78. C, commercial district.

**78-100. Purpose.** The C, commercial district is established to accommodate the "heavier than retail sales and service uses" such as automobile sales and building material sales yards. Generally, the C, commercial district, is near highways, major thoroughfares, or railroad locations. Care is required in locating the C, commercial district, in close proximity to residential areas because of the heavier nature of the uses and the vehicular traffic which they tend to generate.

**78-105. Primary uses allowed.** In the C, commercial district no building or land shall be used and no building constructed, reconstructed, altered or enlarged, unless otherwise provided in this ordinance, except for one or more of the following uses:

(a) Primary uses allowed:

Retail Sales and Services	Quick Vehicle Service	Basic Utilities
Commercial Outdoor Recreation	Major Event Entertainment	Colleges
Office, Traditional	Parks and Open Spaces	Community Services
Religious Institutions		

Airport or landing field  
Amusement, commercial (outdoor)  
Antique shop  
Art supply store  
Art gallery or museum  
Auto glass, seat cover, muffler shop  
Auto laundry/carwash  
Auto, new used auto sales; outdoors  
Auto painting or body shop  
Auto parts and accessory sales (No outside storage)  
Auto parts sales and accessory sales (with outside storage)  
Auto repair garage  
Auto sales or auction  
Automotive fuel sales  
Batting cages  
Bakery or retail confectionery  
Bakery or wholesale candy  
Bottling works  
Building materials sales  
Bus station or terminal  
Cabinet and upholstery shop

# Commercial (approximately 582 parcels zoned)

## Proposed Use Categories

By –right

Retail Sales and Services	Quick Vehicle Service	Basic Utilities
Commercial Outdoor Recreation	Major Event Entertainment	Colleges
Office, Traditional	Parks and Open Spaces	Community Services
Religious Intuitions	Schools (Public)	

SUP

Commercial Parking	Self Service Storage	Wholesale Sales
Office, Industrial	Vehicle Repair	Rail Lines and Utility Corridors
Radio Frequency Transmission Facilities	Day Care	Medical Centers
Aviation and Passage Terminals	Detention Facilities	

## Changes to uses in current Commercial zoning district

From by-right to requiring an SUP in Commercial

- Auto repair/paint
- Hospital/medical center (overnight facilities)  
*(this does not include urgent medical care, dental/medical offices which are classified as Retail Sales and Services)*
- Commercial/truck parking
- Day care

From SUP to allowed by-right

- Indoor amusement (commercial)
- Mini-golf

# General Retail (approximately 223 parcels zoned)

## Proposed Use Categories

By –right

Office, Traditional	Retail Sales and Services	Basic Utilities
Parks and Open Space	Day Care	Religious Institutions
Schools (Public)		

SUP

Community Services	Colleges	Commercial Outdoor Recreation
Quick Vehicle Servicing	Wholesale Sales	Radio Frequency Transmission Facilities
Self Service Storage	Medical Centers	

## Changes to uses in current General Retail zoning district

From by-right to requiring an SUP in General Retail

- Auto fuel sales
- Hospital/medical center (overnight facilities)  
*(this does not include urgent medical care, dental/medical offices which are classified as Retail Sales and Services)*
- Commercial/truck parking

From SUP to allowed by-right

- Indoor amusement (commercial)
- Mini-golf



# Neighborhood Services (12 parcels zoned) becomes General Retail

## Proposed Use Categories

By –right

Office, Traditional	Retail Sales and Services	Basic Utilities
Parks and Open Space	Day Care	Religious Intuitions

SUP

Schools	Colleges	Commercial Outdoor Recreation
Quick Vehicle Servicing	Wholesale Sales	Radio Frequency Transmission Facilities
Self Service Storage	Medical Centers	Community Services

## Changes to uses in current Neighborhood Services district

From by-right to requiring an SUP in General Retail

- Self Service Storage

From SUP to allowed by-right

- Office, traditional
- Retail Sales and Services:
  - Health studio
  - Restaurant
  - Travel Agency
  - Retail stores
  - Artist/photographer studio

# Central Commercial (approximately 110 parcels zoned)

## Proposed Use Categories

By –right

Retail Sales and Services	Parks and Open Spaces	Office, Traditional
Basic Utilities	Religious Institutions	Schools (Public)

SUP

Commercial Parking	Colleges	Community Services
Daycare		

## Changes to uses in current Central Commercial district

From by-right to requiring an SUP in Commercial

- College campus
- Public facility, municipal buildings

From SUP to allowed by-right

- Indoor amusement (commercial)

# Industrial (approximately 144 parcels zoned)

## Proposed Use Categories

By –right

Commercial Parking	Aviation and Passage Terminals	Radio Frequency Transmission Facilities
Manufacturing and Production	Warehouse and Freight Movement	Wholesales Sales
Basic Utilities	Office	Medical Center
Quick Vehicle Services / Vehicle Repairs	Light Industrial Services	Self Service Storage
Retail Sales and Services	Rail Lines and Utility Corridors	Mining
Religious Institutions	Schools (Public)	

SUP

Major Event Entertainment	Waste Related	Sexually oriented business
College	Detention Facilities	

## Changes to uses in current Industrial zoning district

From by-right to requiring an SUP in Commercial

- Sexually oriented business

From SUP to allowed by-right

- Manufacturing and Production uses

\*Major entertainment and College by SUP  
(previously not allowed)

# Zoning Code Definitions

- Provided clarifying language and standards for accessory dwelling units (ADU).
  - Current code allows ADUs, but has no standards related to required minimum lot size and maximum ADU dwelling sizes
- a. Accessory Dwelling Units: ADUs are only authorized in the following zoning districts A, Agricultural (when the primary use is single-family residential), SF10, Single family dwelling district 10, SF16, Single family dwelling district 16, and SFE, Single family estate dwelling district.
  - b. Accessory dwelling units are accessory structures with a kitchenette. Accessory dwelling units are permitted as an incidental residential use of a building on the same lot as the main dwelling unit.
  - c. Accessory Dwelling Unit Standards:
    - i. The primary residence shall be occupied by the property owner.
    - ii. The accessory dwelling unit shall be subordinate to the primary structure in height, and size and in accordance with applicable zoning district.
    - iii. The minimum lot size for an accessory dwelling unit is 10,000 square feet.
    - iv. There is a limit of one (1) accessory dwelling unit per lot.
    - v. Occupancy is limited to regulations as per the adopted Building Code, ADUs shall not be subleased or rented.
    - vi. Lot must contain enough parking for primary dwelling unit to meet off street parking requirement and one space for accessory dwelling unit.
    - vii. Separate utility meters are prohibited.

# Anticipating (future-proofing) land uses

## Example: Liquor stores - If approved by Local Option election

**Allow by right in certain districts as "Retail Sales and Services" when ALL supplemental regulations are met or by SUP**

- C-Commercial
- GR-General Retail
- I – Industrial

**SUP would be required if location proposed in Old Town/IH-35 or if alternative supplemental regulations were proposed**

### **Supplemental regulations:**

- Shall not be located within the Old Town Overlay District or within 300 feet of IH-35 frontage.
- Minimum building size shall be 7,500 sq ft (requires fire sprinkling).
- No liquor stores shall be allowed within 300 feet of another liquor store as measured in a straight line from their respective property lines.
- A liquor (package) store shall not have walk-up window access and shall not have drive-through or drive-up access.
- The liquor store has an independent entrance for deliveries and customers. "Partitioned" means walls or other physical divisions separating the liquor store from all other retail or commercial establishments.
- All windows shall be either polycarbonate or have a protective shatterproof film installed on both sides and glass window.
- Increased landscaping between front façade and the parkway. Shall maintain a 15-foot landscaping buffer with canopy trees planted no less than 20 feet on center along entire frontage.

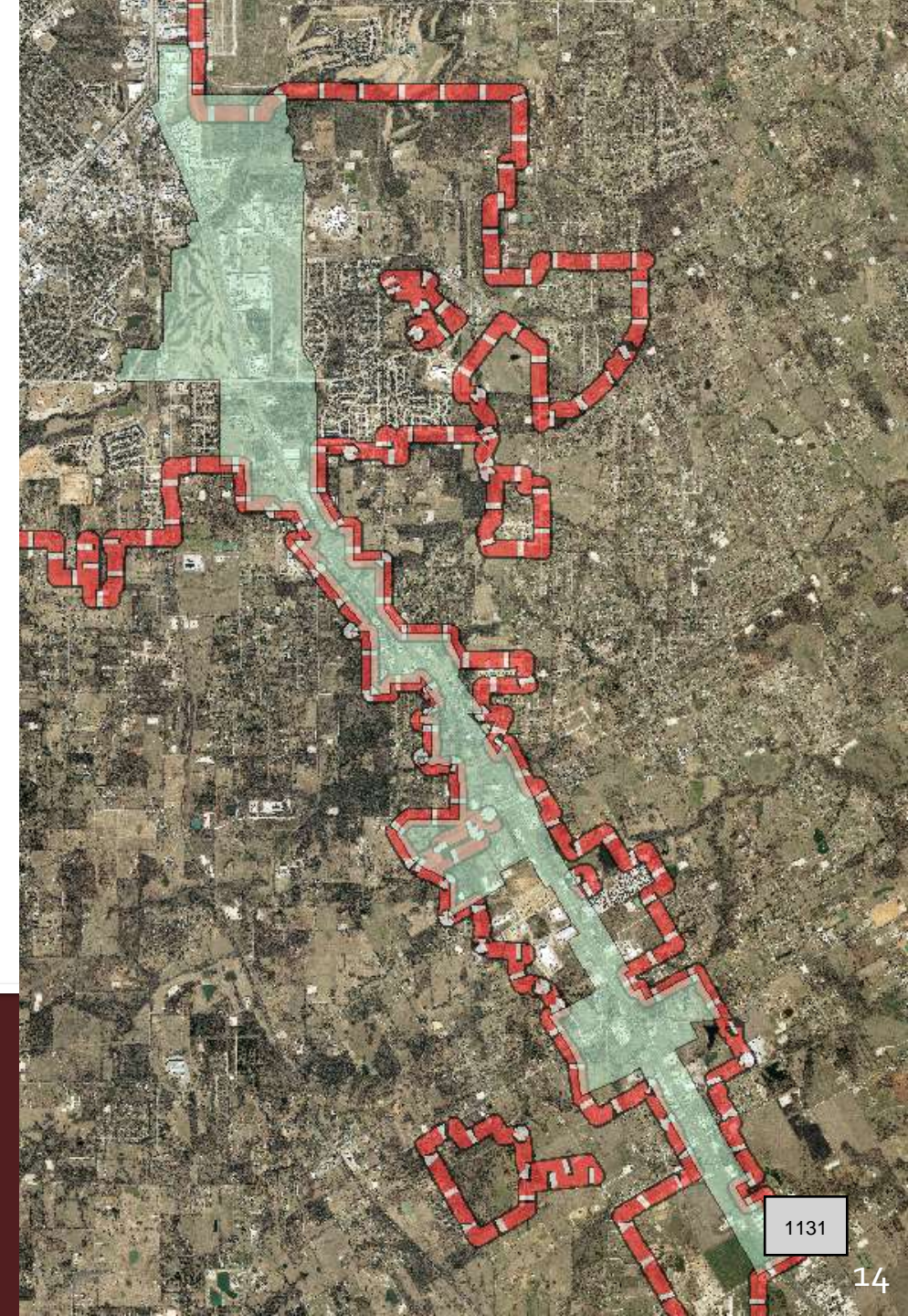


# IH-35 Design Standards

Staff believes the existing IH-35 design standards are cumbersome and present challenges to new development and existing businesses that would not normally occur outside of the IH-35 overlay.

The design standards are overcomplicated and have conflicting standards with other ordinances. This has resulted in several recent variances to Council for site plans for industrial and commercial uses located and proposed within the IH-35 overlay.

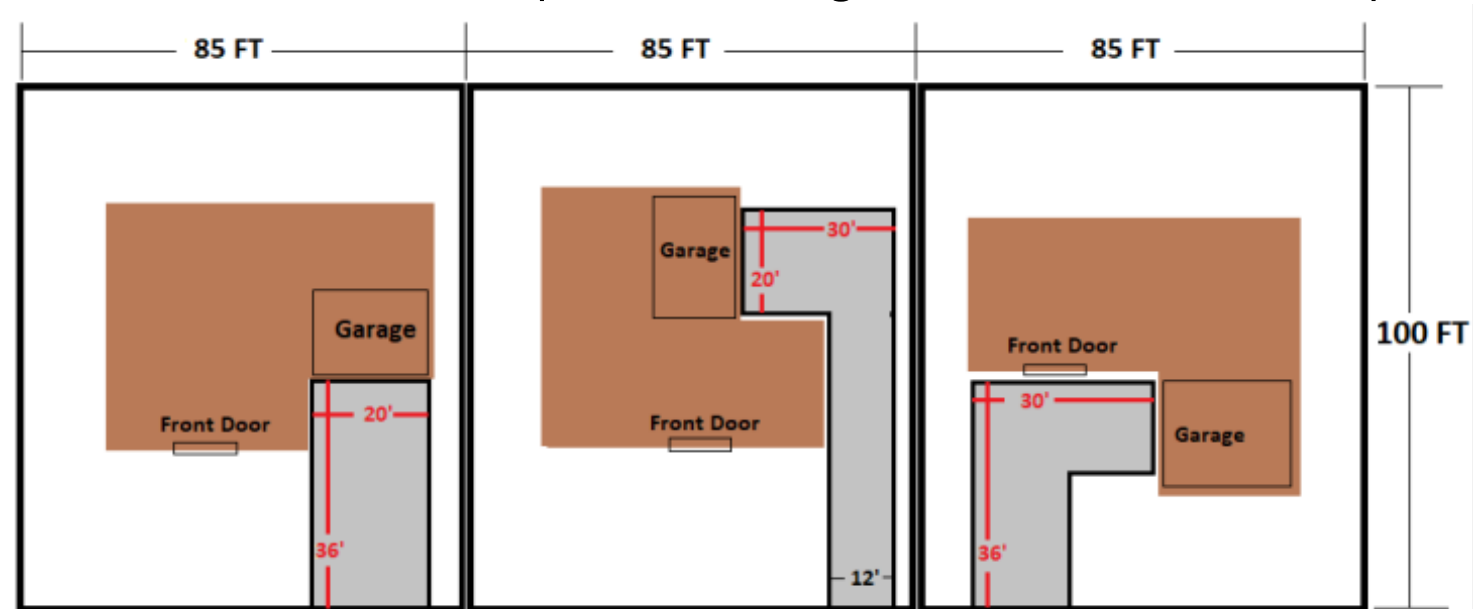
Staff believes that the pattern of development along the IH-35 corridor and existing standards contained elsewhere are sufficient to maintain quality development along IH-35.





# Proposed Changes to Residential Zoning Districts

- Increased the minimum Single Family lot size from SF7 to SF8.5
  - 8500 square foot lots to combat density and drainage related issues.
  - Created garage/driveway minimum standards to combat parking along streets.
  - SF7 zoning districts will become “legacy” districts; maintains vested rights but no new parcels will be zoned to this district unless requested through a PD, Planned Development
- Consolidated the Multi-Family<sub>1</sub> & Multi-Family<sub>2</sub> district standards into new Multi-Family Zoning district
  - Decreased the maximum density from 24 dwelling units per acre down to 18 dwelling units per acre
  - MF<sub>1</sub> and MF<sub>2</sub> zoning districts will become “legacy” districts; maintain vested rights but no new parcels will be zoned to this district unless requested through a PD, Planned Development



# Changes and Impacts to existing zoning

**Residential** – smallest by-right lot size becomes 8500 square feet. SF7 becomes a legacy district as to not create non-conforming issues, however any new requests for a density greater than SF8.5 will have to be considered as part of a PD, Planned Development.

**Multifamily** – new max density of 18 du/per acre. MF1 and MF2 become legacy district, however any requests for greater density than new 18 du/acre will have to be considered as part of a PD, Planned Development.

**Commercial** – supplemental regulations related to car wash orientation in relation to the street and vacuum placement (Quick Vehicle Servicing is SUP in GR and by-right with supplemental regulations in C, IC, and I). Moves heavy commercial type uses to Interstate Commercial district and freight and light industrial uses to Business Park District.

**Industrial** – SOB's no longer allowed by-right and must now be requested through an SUP. Council has new districts that will be better suited than base Industrial such as Interstate Commercial which is geared towards heavier-interstate and tollway appropriate uses and Business Park District. Industrial zoning district can be used as a true "industrial" zoning. Existing Industrial uses will not lose any other by-right uses but may be candidates for downzoning to Interstate Commercial or Business Park.

**Overlays** – Business Park and IH-35 overlays would cease to exist. Standards are now streamlined into base zoning districts. Uses within the current BP overlay would be rezoned to Business Park zoning district (no change) and existing uses along IH-35 could be rezoned to Industrial or Interstate Commercial as appropriate. If a text only change is pursued, then some uses may become legal non-conforming until a rezone to the appropriate zoning district takes place.

# Planned Development District

- Altered PD, Planned Development language and criteria
  - Establish expectations and minimum criteria for the use of Planned Developments
  - Must provide a benefit to the public, as well as a unique development or combination of complimentary uses not contained within a singular specific zoning district
  - Modified the requirements for concept plans and other supporting documents for the approval of a Planned Development
  - Can allow greater density if the proposal furthers the goals of the Comprehensive Plan and provides enhanced community amenities

# Comprehensive Map Update versus Text-only zoning code update

A text-only update would not physically establish any of the newly created zoning districts (Interstate Commercial, SF 8.5, Business Park) but will allow landowners and Council better zoning district options for future requests to ensure appropriate land uses.

Text-only amendments to zoning districts still constitute a zoning change and require noticing. Overlays and design standards can be amended or removed without a comprehensive map update.

A comprehensive map update would allow Council to rezone certain existing businesses/areas to a new zoning districts at time of adoption. For example, commercial or industrial zoned parcels along IH35 could be rezoned to Interstate Commercial or Business Park District.

Any currently existing uses that did not already conform to the new text, or new zoning map, would be considered legally non-conforming and would be allowed to continue to operate.

# Zoning Map: Highlighted Yellow areas are areas that could be rezoned

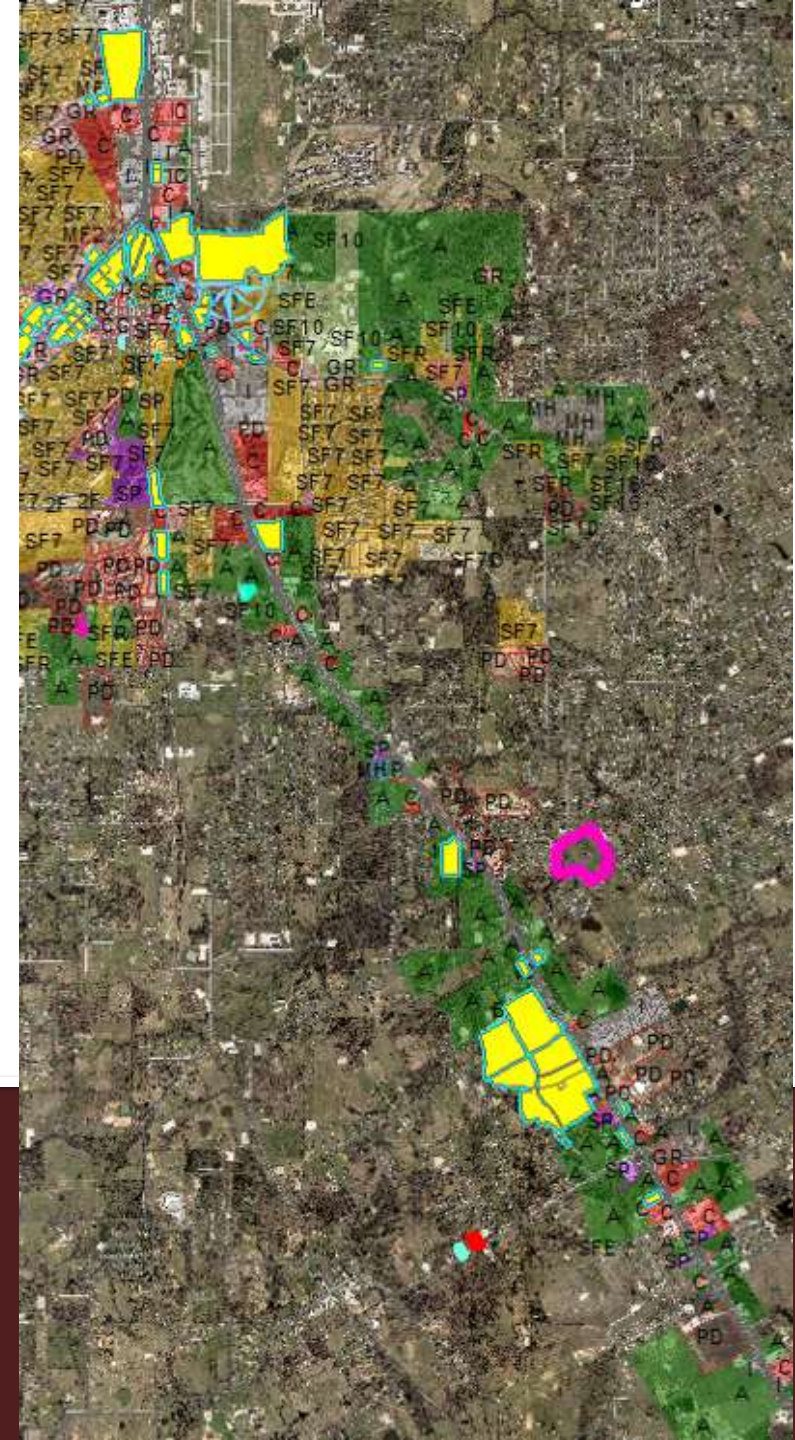
## Summary 34 parcels could be rezoned with map update

- **1 AG** (previously Commercial / School property with split zoning)
- **8 Business Park** (previously Industrial in the BP overlay)
- **10 Commercial** (previously Industrial)
- **2 Central Commercial** (previously "C" in vicinity of Old Town)
- **13 Interstate Commercial** (previously Industrial or Commercial along IH-35 or CTP) did not rezone all Commercial on these corridors if developed already and/or would allow a more intense use than currently existing

## Currently have 42 Industrial parcels

### Proposed:

- 13 Industrial parcels to remain as zoned (I)
- 11 rezoned to Interstate Commercial
- 10 rezoned to Commercial
- 8 rezoned to Business Park

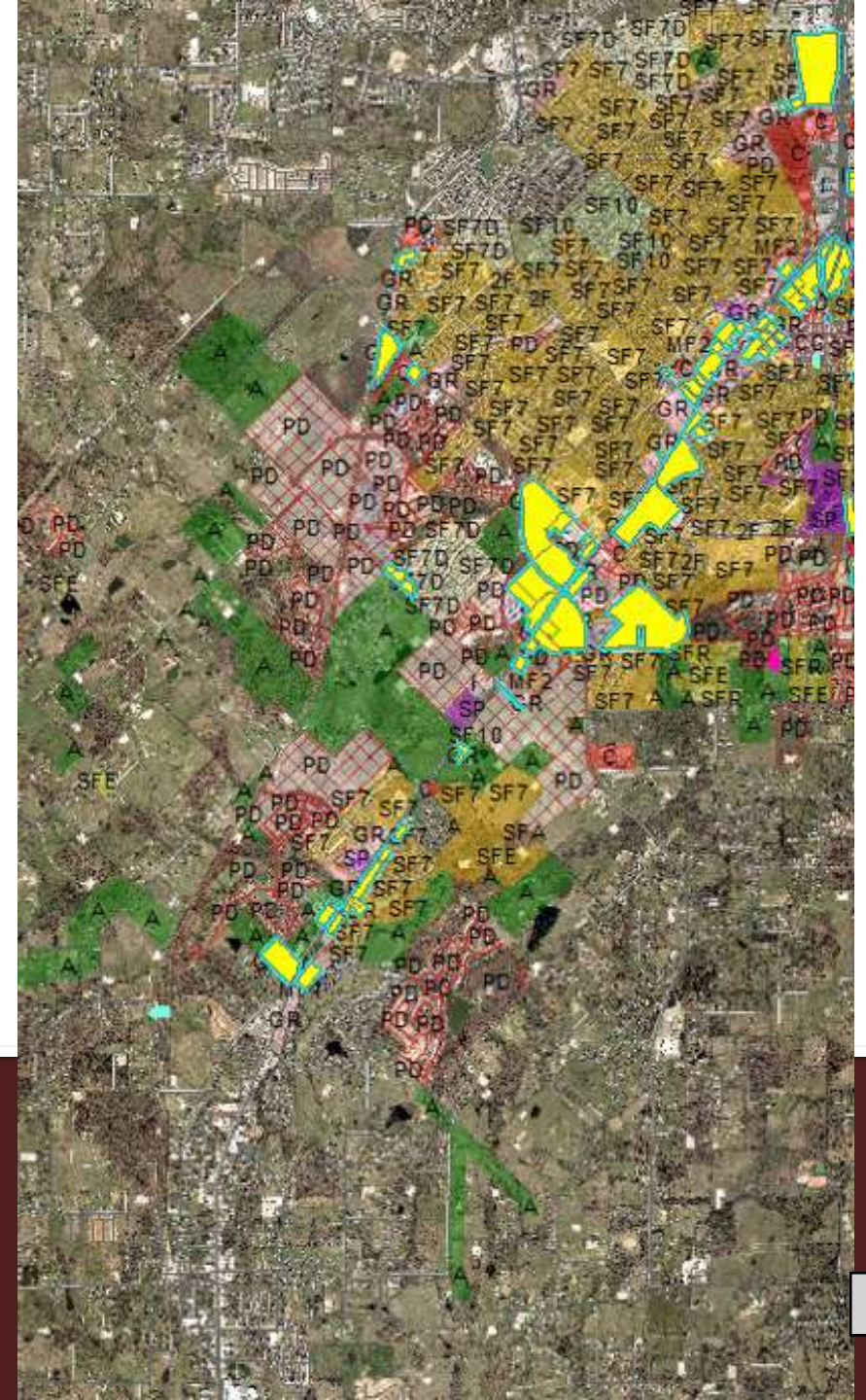




# Zoning Map consideration of uses / zoning parcels along SH-174

## Zone 72 new General Retail parcels

- Rezoning of parcels currently zoned Commercial / NS – primarily along Wilshire and some on Alsbury, John Jones, etc.
- Primarily impacts existing auto repair uses and would create legal nonconforming parcels that are currently used for auto repair. The applicant would be allowed to continue to operate, but would need an SUP to enlarge or expand the nonconformity
- Zoning NS parcels to General Retail will allow more uses than current NS zoned parcels allow. Primarily will grant more General Retail and Office uses by-right.
  - Would allow the following uses by-right that are currently SUP in NS
    - Office, traditional; and
    - Retail Sales and Services:
      - Health studio
      - Restaurant
      - Travel Agency
      - Retail stores
      - Artist/photographer studio





# Noticing Requirements

It is important to reiterate that state law and local ordinance require noticing and public hearings for changes to zoning district land uses as well as for any zoning map updates. SB 929 requires additional notice to property owners and tenants whose property will be a nonconforming use after the map or text amendment.

## S.B. 929 – NONCONFORMING USES

The legislature passed S.B. 929, effective immediately, to require: (1) certain notice to property owners whose property's use will be a nonconforming use after a zoning change; and (2) payment if the city terminates the nonconforming use according to a specific formula.

First, the bill requires a planning and zoning commission or city council to provide notice of each public hearing regarding any proposed adoption of or change to a zoning regulation or boundary when the current conforming use of the property will be a nonconforming use once the regulation or boundary is adopted or changed. The notice must go to an **owner of real or business property** where a proposed nonconforming use is located as indicated by the most recently approved tax roll and **each occupant of the property (i.e. the tenant(s))**. The notice must: (1) be mailed by U.S. mail by the 10th day before the hearing date; (2) contain the time and place of the hearing; and (3) include certain text required by statute in bold font that is 14-point type or larger.

SB 929 will require staff to send a notice to each property owner according to the address of the owner as listed by the appraisal district, in addition to a second notice to the tenant(s) of the property at the physical address of the property.

Staff will work with the City Attorney to determine the best method to satisfy public notice requirements.

# Zoning Code Next Steps

- Current Phase - Incorporate any recommendations from Council into the proposed updates
- Phase 1 – Community engagement, solicit feedback from the public and stakeholders via the city's website, direct mail and/or email, public notice for solicitation efforts, and staff will conduct stakeholder meeting(s). This will occur before P&Z Commission consideration
- Phase 2 - Present updates and hold public hearings to both Planning and Zoning Commission and City Council
- Phase 3 – Present updates to other planning portions of the Code to be updated
  - Landscaping
  - Fencing and Screening
  - Sign Code
- Phase 4 – Continue to monitor and assess the new Code and bring forward any minor textual or grammatical changes as identified during the first year of implementation

# Questions?