



**City Council
Regular Meeting Agenda**

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

Monday, January 3, 2022

Live Stream at
<https://www.burlesontx.com/880/Streaming-Video>

Council Chambers

5:30 P.M. REGULAR SESSION

1. **CALL TO ORDER**

Invocation - Jennifer Woods, Burleson Harvest House

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

- Recognition of Employee of the Quarter for the 4th quarter 2021 and the 2021 Employee of the Year. (*Staff Presenter: Rick DeOrdio, 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:

- expressions 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A. Items to be continued or withdrawn.

B. Items to be withdrawn from Consent Agenda for separate discussion or items to be added to the Consent Agenda.

4. CITIZEN APPEARANCES

Other than public hearings and items listed on the posted agenda, citizens in attendance who desire to speak to City Council may speak during this section.

Speakers in attendance: Each person will be allowed three (3) minutes to speak and will not be interrupted by City Council or staff. If you would like to speak, please fill out a speaker card and give the completed card to the City Secretary prior to addressing City Council.

Speakers not in attendance: Each person must fill out an online speaker card. Online speaker cards will be for items posted on the agenda only and must be submitted 30 minutes prior to the posted start time of the meeting. Online speaker cards will be read aloud by the City Secretary at the time the item is presented. Online speaker cards can be found on the city's website, www.burlesontx.com on the [agenda/notices page](#).

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.

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 unless a Councilmember or citizen so requests, in which event the item will be removed from the consent agenda and considered in its normal sequence. Approval of the consent agenda authorizes the City Manager to implement each item in accordance with staff recommendations.

- A. Consider approval of the city council minutes from the December 13, 2021 regular council meeting and December 17, 2021 special meeting. (*Staff Contact: Amanda Campos, City Secretary*)

Attachments

Department Memo
minute12.13.21
minutes 12.17.21

- B. Consider approval of a final plat of Hidden Vistas, Phase 6, Lots 1-33 and Lot A, Block 10; located at 1225 Hidden Vista Blvd (Case 20-095). (*Staff Contact: Tony McIlwain, Development Services Director*) (*The Planning and Zoning Commission recommended approval by unanimous vote*)

Attachments

Staff Memo
Location map
Final plat

- C. Consider approval of a final plat for Potter Addition, Lots 1-3, Block 1, located southwest of the intersection of County Road 910B and FM 1902. (Case 21-129) (*Staff Contact: Tony McIlwain, Director of Development Services*) (*The Planning and Zoning Commission recommended approval by unanimous vote*)

Attachments

Department Memo
Location map
Final plat

- D. Consider approval of a minute order for the purchase of replacement backhoe using the Sourcewell Cooperative with Holt Texas in the amount not to exceed \$112,952.52. *(Staff Contact: Tommy Ludwig, Deputy City Manager)*

Attachments

Department Memo
Presentation
Contract
Replacement Policy
1295

- E. Consider approval of a minute order for the purchase of replacement and new utility vehicles, a mower, and bunker raking equipment using the BuyBoard Cooperative with Deere and Company in the amount not to exceed \$126,404.57. *(Staff Contact: Tommy Ludwig, Deputy City Manager)*

Attachments

Department Memo
Presentation
Interlocal Agreement
Replacement Policy
Form 1295

- F. Consider approval of an interlocal agreement between the North Central Texas Council of Governments and City of Burleson for the purchase of a 4-year subscription of Nearmap in the amount not to exceed \$37,000.00. *(Staff contact: Charley Hight, Interim Director of Information Technology)*

Attachments

Department Memo
Presentation
Nearmap ILA

- G. Consider approval of a minute order for the purchase of annual replacement computers to Dell, Inc. in the amount not to exceed \$101,543.71. *(Staff Contact: Charley Hight, Interim Director of Information Technology)*

Attachments

Dell Computer Replacements Memo
Dell Computer Replacements Presentation
2022 Dell Laptops Quote
2022 Dell Desktops Quote

6. DEVELOPMENT APPLICATIONS

- A. **210 N Hurst Road (Case 21-137):** Hold a public hearing and consider approval of an ordinance amending ordinance B-582, the zoning ordinance of the City of Burleson, Texas, by amending the official zoning map and changing the zoning on approximately 82.58 acres of land, addressed as 210 N Hurst Road, known as Lot 1, Block 1, J.E. White Addition an addition to Johnson County, Texas, from SF10, Single-family dwelling district-10 to A, Agricultural, making this ordinance cumulative of prior ordinances, providing a severability clause; providing a penalty clause, and providing for an effective date. *(First and Final Reading) (Staff Presenter, Tony McIlwain, Director of Development Services) (The Planning and Zoning Commission recommended approval unanimously)*

Attachments

Department Memo
Staff Presentation
Ordinance updated
Narrative

- B. **Ordinance Modification for text amendments to Section 7-2 of Article VII – Business Park Design Standards of Appendix C, and Sections 10-600 and 10-601 of Chapter 10 of the Code of Ordinances of the City of Burleson (Case 21-149):** Hold a public hearing and consider an ordinance amendment to eliminate the masonry waiver process, with the exception of the Old Town Overlay District, as defined and modify the masonry definition. *(First Reading) (Staff Presenter: Tony McIlwain, Director of Development Services) (The Planning and Zoning Commission recommended approval by unanimous vote.)*

Attachments

Staff Memo
Presentation
Draft Ordinance
Redline

- C. **3429 S Burleson Blvd, Victron (Case 21-148):** Consider approval of a minute order for a variance to the maximum height and square footage of a pole sign; Chapter 63, Sign Regulations. *(Staff Presenter: Tony McIlwain, Development Services Director) (No Planning and Zoning Commission action was required for this item.)*

Attachments

Staff Memo
Presentation
Sign renderings
Applicant's justification

7. GENERAL

- A. Consider approval of a contract with Ryan Stalsby to create a public art mural on the embankment at Bailey Lake Park in amount not to exceed \$15,000. *(Staff Presenter: Lisa Duello, Neighborhood Services Director)*

Attachments

Department Memo
Presentation
Contract
Call for Art
Artist Resume
Artist Response
Artist Past Work
Artist rendering
Form 1295

8. REPORTS AND PRESENTATIONS

- A. Receive a report and hold a discussion on the Texas Local Option Election process. (*Staff Presenter: Amanda Campos, City Secretary*)

Attachments

Department Memo
Presentation

- B. Receive a report and hold a discussion on elections in 2022. (*Staff Presenter: Amanda Campos, City Secretary*)

Attachments

Department Memo
Presentation
Presentation

- C. Receive a report, hold a discussion, and provide staff direction regarding the naming of the dog park. (*Staff Presenter: Jen Basham, Director of Parks and Recreation*)

Attachments

Department Memo
Staff Presentation

9. CITY COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS OR REPORTS**10. RECESS INTO EXECUTIVE SESSION**

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

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

CERTIFICATE

I hereby certify that the above agenda was posted on this the **29th of December 2021, by 5:00 p.m.**, on the official bulletin board at the Burleson City Hall, 141 W. Renfro, Burleson, Texas.



Amanda Campos

Amanda Campos
City Secretary

ACCESSIBILITY STATEMENT

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



City of Burleson

City Council

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

AGENDA INFORMATION SHEET

DEPARTMENT: City Secretary Office

DATE: 01/03/2022

SUBJECT

Consider approval of the city council minutes from the December 13, 2021 regular council meeting and December 17, 2021 special meeting. (*Staff Contact: Amanda Campos, City Secretary*)

Attachments

Department Memo
minute12.13.21
minutes 12.17.21

Respectfully submitted:

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

DEPARTMENT MEMO

DEPARTMENT: City Secretary's Office
FROM: Amanda Campos, City Secretary
MEETING: January 3, 2022

SUBJECT:

Consider approval of the city council minutes from the December 13, 2021 regular council meeting and the December 17, 2021 special meeting. *(Staff Contact: Amanda Campos, City Secretary)*

SUMMARY:

The City Council duly and legally met on December 13, 2021 regular council meeting and the December 17, 2021 special meeting..

OPTIONS:

Council may approve the minutes as presented or approve with amendments

RECOMMENDATION:

Approval

FISCAL IMPACT:

N/A

STAFF CONTACT:

Name: Amanda Campos, TRMC
Department: City Secretary's Office
Email: acampos@burlesontx.com
Phone: 817-429-9665

BURLESON CITY COUNCIL REGULAR MEETING
December 13, 2021
DRAFT MINUTES

Council present:

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

Council Absent:

Staff present

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

REGULAR SESSION

1. CALL TO ORDER – 5:32 PM

Invocation – Bob Massey with Burleson Ministerial Alliance
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 at this time.*

B. Presentations

Tarrant County Clerk Mary Louise Nicholson will present an official copy of the Tarrant County 2020 Coronavirus Pandemic historical book to the Burleson Public Library. (Recipient: Sara Miller, Deputy Director of Library Services)

Recognition of awards won for the Mayor Vera Calvin Plaza in Old Town at the 2021 Annual Downtown Association Conference. (Staff Presenter: Joni Van Noy, Old Town Administrator)

Recognition of award won for the Mayor Vera Calvin Plaza in Old Town at the 2021 Urban Design Awards Reception. (Staff Presenter: Joni Van Noy, Old Town Administrator)

C. Community Interest Items

- Thank you to staff for a wonder experience at the Farmer's Market breakfast and the Christmas at the Library.
- Council member Tamara Payne presented a PowerPoint presentation on the 4th quarter accomplishments of the city.
- Reflection on this time of year.
- Grateful to staff and the community
- Acknowledged the Police Department community program.

3. CHANGES TO POSTED AGENDA

A. Items to be continued or withdrawn

- *None at this time.*

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

- *None at this time.*

4. CITIZEN APPEARANCES

Bill Janusch, 117 NB Clinton Street, Burleson, Texas, spoke about billboard in town.

5. CONSENT AGENDA

A. City council minutes from the October 29, 2021 and October 30, 2021 special meeting, November 8, 2021 regular meeting and November 18, 2021 special meeting. (Staff Contact: Amanda Campos, City Secretary)

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

Motion passed 7-0.

B. CSO#1934-12-2021, minute order appointing Sorcha Ahrens, Madison Kahan, Preston Hamilton, Nicholas Lamond, Lillian Boatwright, and Cameron Cieminski to fill unexpired terms (2021-2024) on the Mayor's Youth Council. (Staff Contact: Amanda Campos, City Secretary)

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

Motion passed 7-0.

- C. CSO#1935-12-2021, permanent United Cooperative Services 10-foot electric easement located 2250 Hulen Street. (Staff Contact: Michelle McCullough, Public Works Assistant Director - Development)**

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

Motion passed 7-0.

- D. CSO#1936-12-2021, estoppel certificate acknowledging Project Yukon Burleson, LLC's Tax Abatement Agreement and the City of Burleson's Release of Lien on the subject property in HighPoint Business Park. (Staff Contact: Alex Philips, Economic Development Director)**

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

Motion passed 7-0.

- E. CSO#1937-12-2021, minute order ratifying the Burleson 4A Economic Development Corporation Board's actions taken on the approval of the Chapter 380 Economic Development and Performance Agreement between the City of Burleson, Burleson 4A Economic Development Corporation, Burleson Community Service Development Corporation 4B, and AC Burleson, LLC, for a corporate headquarters and family entertainment center located at 1258 SW Alsbury Blvd. (Staff Contact: Alex Philips, Economic Development Director)**

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

Motion passed 7-0.

- F. CSO#1938-12-2021, minute order ratifying the action of the Burleson Community Service Development Corporation (4B Corporation) Board in approving a resolution adopting the redevelopment and improvement of 1258 SW Alsbury Blvd. located in the city limits as a project under the Texas Development Corporation Act and determining that such project would promote or develop new or expanded business enterprises that create or retain primary jobs in the City of Burleson. (Staff Contact: Alex Philips, Economic Development Director)**

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

Motion passed 7-0.

- G. CSO#1939-12-2021, minute order ratifying the Burleson Community Service Corporation 4B Board's actions taken on the approval of the Chapter 380 Economic Development and Performance Agreement between the City of Burleson, Burleson 4A Economic Development Corporation, Burleson Community Service Development Corporation 4B, and AC Burleson, LLC, for a corporate headquarters and family entertainment center located at 1258**

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

Motion passed 7-0.

- H. CSO#1940-12-2021, ordinance amending Section 14-240 “Food Trucks” of Article V, “Food and Food Establishments,” of Chapter 14 “Businesses” of the Code of Ordinances of the City of Burleson, by regulating the operation of food trucks (also known as mobile food units) at construction sites and manufacturing business sites and amending the “Exceptions” for food trucks at special events; providing a cumulative clause; repealing all ordinances or parts of ordinance in conflict herewith; providing severability clause; providing for inclusion in the code; finding and determining that the meeting at which this ordinance is passed is open to the public as required by law; providing for an effective date and publication; and providing for penalties. (Final Reading) (Staff Contact: Lisa Duello, Neighborhood Services Director)**

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

Motion passed 7-0.

- I. CSO#1941-12-2021, contract with Focused Advocacy for legislative consulting services in the amount not to exceed \$54,199.92. (Staff Contact: DeAnna Phillips, Director of Community Services)**

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

Motion passed 7-0.

Mayor Fletcher announced that staff had requested that items 10 (Executive Session) and 8 (Reports and Presentation) be presented next.

10. RECESS INTO EXECUTIVE SESSION

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

- a. Pending or Contemplated Litigation or to Seek the Advice of the City Attorney Pursuant to Section 551.071**
- b. Discussion Regarding Possible Purchase, Exchange, Lease, or Value of Real Property Pursuant to Section 551.072**
- c. Deliberation regarding a negotiated contract for a prospective gift or donation to the state or the governmental body Pursuant to Section 551.073**
- d. Personnel Matters Pursuant to Section 551.074**
 - Appointment of Members to Final Decision-Making Boards and Commissions
- e. Deliberation regarding (1) the deployment, or specific occasions for implementation of security personnel or devices; or (2) a security audit Pursuant to Sec. 551.076**
- f. Deliberation Regarding Commercial or Financial Information Received from or the Offer of a Financial or Other Incentive made to a Business Prospect Seeking to Locate, Stay or Expand in or Near the Territory of the City and with which the City is conducting**

Economic Development Negotiations Pursuant to Section 551.087

- Project Warehouse

Motion was made by Rick Green and seconded by Jimmy Stanford to convene into executive session at 6:00 p.m.

Motion passed 7-0.

Motion was made by Dan McClendon and seconded by Victoria Johnson to reconvene into open session at 7:27 p.m.

Motion passed 7-0

8. REPORTS AND PRESENTATIONS

- A. Receive a report, hold a discussion, and give staff direction regarding valet services in the Old Town district (Staff Presenter: Alex Philips, Economic Development Director)**

Economic Development Director Alex Philips updated Council on the valet services in the Old Town district.

- B. Receive a report and hold a discussion regarding the Quil Miller Drainage Basin (Staff Presenter: Michelle McCullough, Public Works Assistant Director – Development)**

Public Works Assistant Director-Development Michelle McCullough, presented a PowerPoint presentation regarding the Quil Miller drainage basin, floodplain regulations, and benefits of a study.

Bill Janusch, 117 NB Clinton Street, Burleson, spoke to request if the city could provide mapping of creeks with water flow direction, 3D dimension top graphical mapping to see where water shed is going and would like to see the 2025 Flood study.

Robert W. Sherrod, Jr., 1100 CR 602, Burleson, concerns with future runoff as he already has damage from the runoff water from Quil Miller Creek and Plantation development.

6. DEVELOPMENT APPLICATIONS

- ***Public Works Assistant Director-Development Michelle McCullough presented items 6A, 6B, and 6C together but asked that action be taken on each item individually.***

- A. Stanford Farms Development Agreement: Consider approval of a revised pre-annexation development agreement with Billy D. Stanford and Linda Reed, the owners of property at 1500 and 1560 County Road 602. (Staff Presenter: Michelle McCullough, Public Works Assistant Director – Development)**

NO ACTION – denial of 6B required no action on this item

City Secretary Amanda Campos asked speakers who signed up to speak on item 6A, if they preferred to hear the developer presentation on all three items or preferred to speak now. All speakers requested to wait.

Brian Hollins with the Skorburg Development Company, 4200 Veranda Lane, Colleyville, TX, representative of the developer, provided a presentation on 6A, 6B, and 6C.

Mayor Fletcher opened the public hearing on item 6B at 6:47 p.m. and item 6C at 6:48 p.m.

- Bill Stanford, 1600 CR 602, Burleson, the co-owner of the property came forward to speak in favor of the development.
- Jimmy Wright, 1701 Taylor Bridge Court, Burleson, did not speak in person but left written comment against the development.
- Steve Haberstroh, 1712 Taylor Bride, Burleson, spoke in opposition of the development.
- Bill Janusch, 117 NE Crinton Street, Burleson, spoke in opposition of the development.
- Robert W. Sherrod, Jr., 1100 CR 602, spoke in opposition of the development.

Mayor Fletcher closed the public hearings for item 6B and 6C at 9:05 p.m.

City Attorney E. Allen Taylor, Jr., advised Council to take action on item 6B before taking action on 6A and 6C.

- B. Stanford Farms Voluntary Annexation located at 1500 CR 602 (Case 21-092): public hearing and approval of an ordinance for voluntary annexation of approximately 80.122 acres, in the William B. Capps Survey, Abstract Number 140, Johnson County Texas, located in the exclusive Extraterritorial Jurisdiction (ETJ) of the City of Burleson, related to a previously approved development agreement; providing that the inhabitants thereof shall have all the privileges of all the citizens of Burleson, Texas; providing that this ordinance shall amend every prior ordinance in conflict herewith; providing that this ordinance shall be cumulative of all prior ordinances not in direct conflict; providing for severability and naming and effective date. (First and Final Reading) (Staff Presenter: Michelle McCullough, Public Works Assistant Director**

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

Motion to deny passed 6-1. Dan McClendon against.

- C. Approval of a zone change from the defaulted "A", Agricultural district to "PD", Planned Development district, to allow for a Single Family residential development on 80.122 acres. 1500 CR 602 (Stanford Farms) located near the intersection of E. Renfro Street and County Road 602. (Case 21-091). (Staff**

Presenter: Michelle McCullough, Assistant Director of Public Works) (The Planning and Zoning Commission did not approve the item. The motion for approval failed by a 3-3 vote.)

NO ACTION – denial of 6B required no action on this item

- D. Commercial Site Plan for a car wash with a waiver to Chapter 5 Section 5.4C1c of the Design Standards Manual requiring a looped water distribution system. Jasco Car Wash located at 236 E Renfro Street (Case 21-084) (Staff Presenter: Tony McIlwain, Director of Development Services)(The Planning and Zoning Commission recommended approval by unanimous vote.)**

Director of Development Services Tony McIlwain presented the commercial site plan for a car wash waiver located at 236 E. Renfro Street.

Mayor Fletcher opened the public hearing. Time: 9:17 p.m.

No speakers

Mayor Fletcher closed the public hearing. Time: 9:18 p.m.

Motion made by Dan McClendon and Jimmy Stanford to approve.

Motion passed 7-0.

- E. CSO#1942-12-2021, specific use permit (SUP) to allow a stealth monopole antenna facility (telecommunication tower). 620 SW Wilshire Boulevard located behind the northern corner of Hobby Lobby (Case 19-08. (First and Final Reading) (Staff Presenter: Tony McIlwain, Development Services Director)**

Development Services Director Tony McIlwain presented the specific use permit request to allow a stealth monopole antenna facility at 620 SW Wilshire Boulevard. Staff recommends approval to allow a 100-foot tall stealth monopole antenna facility.

Mayor Fletcher opened the public hearing. Time: 9:26 p.m.

Ralph Wyngarder, with Faulk & Foster, 678 Frost Avenue NW, Grand Rapids, MI came forward to present the item on behalf of the applicant Hemphill. He spoke on wireless needs across the country and 150 foot pole that would best serve the area.

Council members Payne left the dais at 9:24 p.m. and returned at 9:28 p.m.

Council member Victoria Johnson left the dais at 9:26 p.m. and returned at 9:28 p.m.

Bilal Altaf, the Engineer with Verizon Wireless presented to Council the proposed coverage map and spoke about the coverage needs in the area.

Council member McClendon left the dais at 9:50 p.m. and returned at 9:53 p.m.

Lucas Conder, also with Verizon, 347 Clemens Avenue, New Branufels, TX, came forward to speak on coverage.

Bebb Francis, another applicant, 112 E. Pecan Suite 150, San Antonio, TX, came forward to speak against the request.

Council member Victoria Johnson left the dais at 9:54 p.m. returned at 9:56 p.m.

Mayor Fletcher closed the public hearing. Time: 9:56 p.m.

Motion was made by Dan McClendon and seconded by Victoria Johnson to approve with a maximum set height of 100 feet.

Motion passed 7-0.

F. Waiver to Section 5.8 "Private Streets" of the Subdivision and Development Ordinance for the design criteria for streets within the Taylor Bridge North Subdivision. 1300 County Road 602 south of the intersection of County Road 602 and E. Renfro Street (Case 21-132). (Staff Presenter: Michelle McCullough, Public Works Assistant Director - Development)

Assistant Director of Public Works Development Michelle McCullough presented the waiver to Section 5.8 "Private Streets" of the Subdivision and Development Ordinance for the design criteria for streets within the Taylor Bridge North Subdivision.

Mayor Fletcher opened the public hearing. Time: 10:03 p.m.

No speakers

Mayor Fletcher closed the public hearing. Time: 10:03 p.m.

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

Motion passed 7-0.

G. CSO#1943-12-2021, amendment to CSO#1698-03-2021, a Specific Use Permit (SUP), allowing for overnight boarding and an increase in capacity for Barking Mad Doggy Daycare & Boarding LLC. making this ordinance cumulative of prior ordinances; providing a severability clause; providing a penalty clause; and providing for an effective date. 2380 SW Wilshire Blvd. located north of the intersection of SW Wilshire Blvd. and Wicker Hill Road (Case 21-120). (First and Final Reading) (Staff Presenter: Tony Mcilwain, Development Services Director).

Development Services Director Tony Mcilwain presented an amended ordinance allowing for overnight boarding and an increase in capacity for Barking Mad Doggy Daycare & Boarding, LLC located at 2380 SW Wilshire Blvd for Council consideration.

Mayor Fletcher opened the public hearing. Time: 10:08 p.m.

The applicant Destiny Mize, 7817 CR 100 S came forward. She spoke briefly on the increase in capacity and allow overnight boarding.

Mayor Fletcher closed the public hearing. Time: 10:12 p.m.

Motion made by Victoria Johnson and seconded by Jimmy Stanford to approve.

Motion passed 7-0.

7. GENERAL

- A. CSO#1944-12-2021, ordinance closing, vacating, abandoning, and conveying a portion of Mrs. M.A. Clark's Addition Public Right-of-Way known as N. Baker Street in Lots 2R1 and 2R2, Block 40, and Lot 2R, Block 72 Mrs. M.A. Clark's Addition, according to the plat recorded in Volume 153, Page 702, Deed Records, Johnson County, Texas, and authorizing the City Manager to execute deeds without warranty. (Staff Presenter: Michelle McCullough, Assistant Director of Public Works)**

Assistant Director of Public Works Development Michelle McCullough presented an ordinance closing, vacating, abandoning and conveying a portion of Mrs. M.A. Clark's Addition public right-of-way for Council consideration.

Mayor Fletcher opened the public hearing. Time: 10:16 p.m.

No speakers

Mayor Fletcher closed the public hearing. Time: 10:17 p.m.

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

Motion passed 7-0.

- B CSO#1945-12-2021, Chapter 380 Economic Development and Performance Agreement between the City of Burleson, Burleson 4A Economic Development Corporation, Burleson Community Service Development Corporation 4B, and AC Burleson, LLC, for a corporate headquarters and family entertainment center located at 1258 SW Alsbury Blvd. (Staff Presenter: Alex Philips, Economic Development Director)**

Economic Development Director Alex Philips presented a Chapter 380 Economic Development and Performance agreement for Council consideration.

Shawn Beigle, 1301 Lauren Drive, Burleson, came forward with concerns of the location being next to residential homes and increase in traffic. He also commented that surrounding commercial businesses are closed by 10 p.m. and this establishment would be open late.

David Stanford, 1600 Stillwater, Burleson, came forward to thank Economic Development Director Alex Philips for bringing something that families, teens and church groups could enjoy together.

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

Motion passed 7-0.

- C. CSO#1946-12-2021, Parking Lot License Agreement with First Baptist Church for parking lots located at 317 West Ellison, 105 Magnolia Street and 120 Northwest Ellison Street for a period of 30 years. (Staff Presenter: Alex Philips, Economic Development Director)**

Economic Development Director Alex Philips presented items 7C a parking lot license agreement with First Baptist Church and 7D a resolution authorizing a land sale contract with BBCB Property, LLC for land located at 216 Bransom Street (legal address - 224 West Eldred Street).

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

Motion passed 7-0.

- D. CSO#1947-12-2021, resolution authorizing a land sale contract with BBCB Property, LLC located at 216 Bransom Street (legal address - 224 West Eldred Street) in the amount of \$500,000. (Staff Presenter: Alex Philips, Economic Development Director)**

Item 7D was presented and discussed with item 7C above.

Motion was made by Dan McClendon and seconded by Tamara Payne to approve.

Motion passed 7-0.

- E. CSO#1948-12-2021, resolution casting votes for the election of members to the Tarrant County Central Appraisal District Board of Directors. (Staff Presenter: Tommy Ludwig, Deputy City Manager)**

Deputy City Manager Tommy Ludwig presented a resolution for the election of members to the Tarrant County Central Appraisal District Board of Directors.

Daniel Bennett, 408 Pembarton, White Settlement, came forward with concerns that smaller cities did not have representation and asked Council to cast votes for Gary Losada.

Motion was made by Tamara Payne and seconded by Jimmy Stanford to approve Resolution with the city's votes for nominee Gary Losada.

Motion passed 7-0.

- F. Remove from the table and consider approval of a minute order for appointments to city boards and commissions for 2021-2024 terms and vacancies. (Staff Presenter: Amanda Campos, City Secretary)**

NO ACTION

City Secretary Amanda Campos advised Council that consideration of a minute order for the appointments to city boards and commission 2021-2024 term was on the table.

Mayor Fletcher called for a motion to remove the item from the table, being none, the item remains on the table.

City Secretary Amanda Campos advised per Council Policy #17, items tabled after 180 days will be placed on the next regular agenda for consideration.

8. REPORTS AND PRESENTATIONS.

Reports and presentations were presented and discussed above after (item 10) Executive Session.

9. CITY COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS OR REPORTS

- Local option for liquor sells in Burleson.
- ARPA funds update.

10. RECESS INTO EXECUTIVE SESSION

Executive Session was presented above after consent agenda (item 5).

ADJOURNMENT

Motion was made by Ronnie Johnson and seconded by Dan McClendon to adjourn the meeting.

Mayor Fletcher adjourned the meeting at 10:46p.m.

Monica Solko
Deputy City Secretary

BURLESON CITY COUNCIL SPECIAL MEETING
Friday, December 17, 2021
DRAFT MINUTES

ROLL CALL

Council present:

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

Council Absent:

Staff present:

Bryan Langley, City Manager
Tommy Lundwig, Deputy City Manager
E. Allen Taylor, Jr., City Attorney
Matt Ribitzki, Deputy City Attorney
Amanda Campos, City Secretary
Monica Solko, Deputy City Secretary
K.T. Freeman, Fire Chief
Casey Davis, Assistant Fire Chief
Martin Avila, Finance Director

1. CALL TO ORDER

Mayor Fletcher called the meeting to order at 9:00 a.m.

2. REPORTS AND PRESENTATIONS

A. Receive a report and hold a discussion regarding Medstar Emergency Transport Services. (*Presenter: Ken Simpson, CEO of Medstar*)

Kenneth Simpson, Chief Executive Officer of Medstar introduced Matt Zavadsky, Chief Transformation Officer. Mr. Zavadsky presented MedStar years of service, collaboration efforts, performance measures and standards of care.

Highlighting the interlocal agreement, clinical and operational excellence, financial efficiency, dedicate Medical Director's office, and their organizational chart. MedStar reviewed past cases by year and EMS quality measures.

Tamara left the dais at 9:54 am and returned at 9:55 am.

Victoria left the dais at 10:26 a.m. and returned at 10:28 a.m.

RECESS AND BACK TO ORDER

Mayor Fletcher recessed for a short break at 10:30 a.m. and called the meeting back to order at 10:37 a.m. with all members present as recorded.

B. RECEIVE A REPORT, HOLD A DISCUSSION, AND PROVIDE STAFF DIRECTION REGARDING EMERGENCY MEDICAL SERVICE OPTIONS WITHIN THE CITY OF BURLESON. (STAFF PRESENTER: K.T. FREEMAN, FIRE CHIEF)

REPORT

Fire Chief K.T. Freeman presented a PowerPoint presentation regarding Emergency Medical Service current process and options.

Presentation purpose:

- Address questions raised by Council on November 8th meeting
- Provide a framework for a Better, Faster, more Seamless EMS system
- Financial Analysis
- Council provide feedback & schedule future work sessions

Paul Bradley, Public Safety Manager, presented Public Safety Communications – Medical Emergency Call Processing.

He reviewed the following:

- Current Process
- Burleson Public Safety Communications Enhancements
- Medstar Call Processing Concerns
- Burleson Call Processing
- Proposed Dispatch Procedures

Fire Chief Freeman discussed the current and future fire stations that are strategically located to provide fast response/travel times, excellent facilities, and sustainable geographical sites for deploying ambulances.

Tamara left the dais at 11:50am and returned at 11:51am

Assistant Fire Chief Casey Davis presented the priority response calls.

- NFPA 1221 – The following types of calls where there is an imminent threat to life shall be included in the highest prioritization level.
- Priority –1 Acute life-threatening injury or illness

- Priority – 2 Patient is currently stable, but the condition could progress to a life-threatening injury or illness
- Priority – 3 Patient needs a medical evaluation and is not expected to be experiencing a life-threatening injury or illness

Below are the option presented to council for discussion:

- Option A – Current budgeted staffing levels will allow the deployment of 2 ambulances
- Option B – Enhanced staffing model hire 4 fire fighters and implement alternate staffing plan (ASP) that provides 3 ambulances during (peak hours 9 a.m. – 9 p.m.).
- Option C – Enhanced model hire 6 fire fighters and implement ASP that provides 3 ambulances during (peak hours 9 a.m. – 9 p.m.) (4th Fire Fighter Eng. 1 and Eng. 3 after peak).
- Option D – Enhanced staffing model hire 8 fire fighters and implement (ASP) that provides 4 ambulances during peak hours (9 a.m. – 9 p.m.) and 3 ambulances 24 hours (4th FF Eng. 1 and Eng. 3 after peak).

Staff is recommending Option C to provide the right level of service for the community.

Council member Victoria Johnson left dais at 12:11 p.m. and returned at 12:13 p.m.

Council member Dan McClendon left the dais at 12:13 p.m. and returned at 12:15 p.m.

Finance Director Martin Avila presented the financial impact and cost of each option presented to council.

Council member Jimmy Stanford left the dais at 12:27 p.m. and returned at 12:28 p.m.

Council member Ronnie Johnson left the dais at 12:41 p.m. and returned at 12:54 p.m.

Council member Tamara Payne left the dais 1:16 p.m. and returned 1:19 p.m.

RECESS BACK TO ORDER

Mayor Fletcher called for a short break at 1:33 p.m. and called the meeting back to order at 1:52 p.m. with all members presented as recorded.

After a brief discussion and questions by Council, City Manager Bryan Langley announced that staff would come back on January 10th or 18th to have a second meeting with more information and options.

City Secretary Amanda Campos called on those who signed up to speak.

Mike Jones, 608 Joy Court, Burleson, Texas came forward. Mr. Jones the President of the Burleson Professional Firefighters Association spoke in support of the Fire Department providing emergency service to the citizens of Burleson.

3. CITIZEN APPEARANCES

There were no requests to speak from the public.

4. RECESS INTO EXECUTIVE SESSION:

No Executive Session needed.

ADJOURNMENT

A motion was made by Tamara Payne and seconded by Dan McClendon to adjourn.

Mayor Fletcher adjourned the meeting at 3:11 p.m.

Monica Solko
Deputy City Secretary



City of Burleson

City Council

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

AGENDA INFORMATION SHEET

DEPARTMENT: Development Services
DIRECTOR: Tony McIlwain
DATE: 01/03/2022

SUBJECT

Consider approval of a final plat of Hidden Vistas, Phase 6, Lots 1-33 and Lot A, Block 10; located at 1225 Hidden Vista Blvd (Case 20-095). *(Staff Contact: Tony McIlwain, Development Services Director)*
(The Planning and Zoning Commission recommended approval by unanimous vote)

Attachments

Staff Memo
Location map
Final plat

Respectfully submitted:

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

DEPARTMENT MEMO**DEPARTMENT:** Development Services**FROM:** Tony McIlwain**MEETING:** January 3, 2022**SUBJECT:**

Consider approval of a final plat of Hidden Vistas, Phase 6, Lots 1-33 and Lot A, Block 10; located at 1225 Hidden Vista Blvd (Case 20-095): (Staff Contact: Tony McIlwain, Development Services Director) (The Planning and Zoning Commission recommended approval by unanimous vote).

SUMMARY:

On September 8, 2020, an application for a Final Plat, including 11.396 acres; was submitted by Peter Thomas representing Burleson Hidden Vistas LP. The Hidden Vistas Phase 6 development contains 33 residential lots and one HOA lot of open space. The subject property is zoned Planned Development (PD).

Development Overview:**Single-family lots**

This development is proposing to construct single-family, detached homes. All lots, as well as the overall density are in compliance with the approved Planned Development. The smallest lot is 6,900 square feet and the largest lot is 14,509 square feet with an overall average lot size of 8,844 square feet.

Engineering Update:

There was no required update to the TIA or drainage plan with this submittal.

OPTIONS:

1. Approve the final plat
2. Deny the final plat

RECOMMENDATION:

Approval of the final plat of Hidden Vistas, Phase 6, Lots 1-33 and Lot A, Block 10; located at 1225 Hidden Vista Blvd (Case 20-095).

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

December 7, 2021 – Planning and Zoning Commission recommended approval of the final plat.

May 7, 2018 – City Council approved a PD amendment for Hidden Vistas and a revised Preliminary Plat.

April 10, 2018 – Planning and Zoning Commission recommended approval of a PD amendment for Hidden Vistas and a revised Preliminary Plat.

August 24, 2006 - City Council approved the Planned Development Ordinance which created the Hidden Vistas Development

FISCAL IMPACT:

None

PUBLIC NOTIFICATION:

No public notice is required for this request.

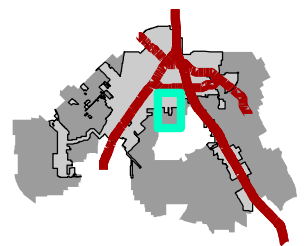
STAFF CONTACT:

Name: Tony McIlwain, AICP, CFM
Department: Director, Development Services
Email: tmcilwain@burlesontx.com
Phone: 817-426-9684



Hidden Vistas Phase 6
Final Plat
Case 20-095

THE CITY OF
BURLESON
TEXAS



Vicinity Map



City of Burleson

City Council

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

AGENDA INFORMATION SHEET

DEPARTMENT: Development Services

DATE: 01/03/2022

SUBJECT

Consider approval of a final plat for Potter Addition, Lots 1-3, Block 1, located southwest of the intersection of County Road 910B and FM 1902. (Case 21-129) *(Staff Contact: Tony Mcilwain, Director of Development Services) (The Planning and Zoning Commission recommended approval by unanimous vote)*

Attachments

Department Memo

Location map

Final plat

Respectfully submitted:

Tony Mcilwain
Director of Development Services
817-426-9684
tmcilwain@burlesontx.com

DEPARTMENT MEMO**DEPARTMENT:** Development Services**FROM:** Tony McIlwain**MEETING:** January 3, 2022**SUBJECT:**

Consider approval of a Final Plat for Potter Addition, Lots 1-3, Block 1, located southwest of the intersection of County Road 910B and FM 1902. (Case 21-129) (Staff Contact: Tony McIlwain, Director of Development Services) (The Planning and Zoning Commission recommended approval by a unanimous vote).

SUMMARY:

On September 20, 2021, an application for a Final Plat, including 28.77 acres; was submitted by Laura Bower with Trans Texas Surveying (applicant) on behalf of the owners Dorothy and Craig Ross. The purpose of this plat is to subdivide the existing piece of property into three residential lots. The subject property is zoned A, Agricultural and all three lots will exceed the three acre minimum lot size required by the development standards.

OPTIONS:

1. Approve the final plat
2. Deny the final plat

RECOMMENDATION:

Recommend approval of the Final Plat for the Potter Addition, Lots 1-3, Block 1, located southwest of the intersection of County Road 910B and FM 1902 (Case 21-129).

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

December 7, 2021 – Planning and Zoning Commission recommended unanimous approval of the Potter Addition Final Plat. (21-129)

FISCAL IMPACT:

None

PUBLIC NOTIFICATION:

No public input required for this request.

STAFF CONTACT:

Name: Tony McIlwain, AICP, CFM

Department: Director of Development Services

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

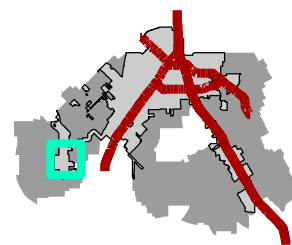
Email: tmcilwain@burlesontx.com
Phone: 817-426-9684



Potter Addition

THE CITY OF
BURLESON
TEXAS

Final Plat
Case 21-120



Vicinity Map



City of Burleson

City Council

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

AGENDA INFORMATION SHEET

DEPARTMENT: Public Works

DATE: 01/03/2022

SUBJECT

Consider approval of a minute order for the purchase of replacement backhoe using the Sourcewell Cooperative with Holt Texas in the amount not to exceed \$112,952.52. (*Staff Contact: Tommy Ludwig, Deputy City Manager*)

Attachments

Department Memo
Presentation
Contract
Replacement Policy
1295

Respectfully submitted:

Tommy Ludwig
Deputy City Manager
tludwig@burlesontx.com
817-426-9623

DEPARTMENT MEMO

City Council

DEPARTMENT: Public Works
FROM: Tommy Ludwig,
Deputy City Manager
MEETING: January 3, 2021

SUBJECT:

Consider approval of a minute order for the purchase of replacement backhoe using the Sourcewell Cooperative with Holt Texas in the amount not to exceed \$112,952.52. (*Staff Contact: Tommy Ludwig, Deputy City Manager*)

SUMMARY:

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

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

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

The Replacement item has met the criteria to be purchased per the policy.

The new asset requested in this action was planned in the budget process and approved in the Fiscal 2022 operating budget by City Council.

The table below indicates the list of Pavement Maintenance Equipment to be replaced, along with the new equipment approved for purchase in this fiscal year's budget.

Equipment	Replacement Cost
<i>Pavement Maintenance</i>	
190 Backhoe	\$ 107,573.83
5% Contingency	\$ 5,378.69
Total	\$ 112,952.52

The total costs associated with this proposed purchase is \$112,952.52, which includes a 5% contingency. These costs are planned expenditures, and fall within the allotted amounts in the FY21-22 Equipment Replacement Fund budget. Staff is recommending purchasing equipment utilizing the Sourcewell Purchasing Cooperative.

Staff reached out to additional vendors to obtain comparison quotes, proposed purchases represent best value.

OPTIONS:

- 1) Approval of a minute order for the purchase of replacement backhoe using the Sourcewell Cooperative with Holt Texas in the amount not to exceed \$112,952.52.
- 2) Deny a minute order for the purchase of replacement backhoe using the Sourcewell Cooperative with Holt Texas in the amount not to exceed \$112,952.52.

RECOMMENDATION:

Approve a minute order for the purchase of replacement backhoe using the Sourcewell Cooperative with Holt Texas in the amount not to exceed \$112,952.52.

FISCAL IMPACT:

Budgeted Y/N: Y

Fund Name: Governmental Equipment Replacement Fund

Full Account #s: 502-8211-559-7443

Amount: \$112,952.52

Project (if applicable):

Financial Considerations:

STAFF CONTACT:

Name: Tommy Ludwig
Department: City Manager's Office
Email: tludwig@burlesontx.com
Phone: 817-426-9623

**NEW &
REPLACEMENT
EQUIPMENT**



WHEN WE REPLACE ASSETS

Introduction

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

Age	Reliability	Usage
Type of Service	Condition	Maintenance Cost



REQUESTED NEW & REPLACEMENT EQUIPMENT

Athletic Fields, Hidden Creek Golf Course, Parks, and Pavement Maintenance - BuyBoard and Sourcewell

Replacement Equipment

- **ATHLETIC FIELDS EQUIPMENT**

(1) Replace Utility Cart Unit 545 - \$8,647.84

- **HIDDEN CREEK GOLF COURSE EQUIPMENT**

(1) Replace Bunker Rake Unit 181 - Unit was pulled from Auction fleet when the Golf Unit suffered catastrophic failure - \$17,386.69

(1) Replace Prognator Utility Vehicle Unit 1514 - Specialized Unit to be used with attachments - \$32,128.62

(1) Replace Surrounds Mower Unit 1518 - Specialized reel mower used around Green's and Tee's - \$44,698.78

- **PAVEMENT MAINTENANCE**

(1) Replace Backhoe Unit 190 - Reached score for Replacement - \$107,573.83

- **Justification for Replacement**

Units 545, 181 and 190 have reached the threshold score for replacement.

The Golf Course assets have been evaluated by Equipment Service and deemed necessary to replace.

New Equipment

- **PARKS EQUIPMENT**

(1) New Utility Cart w/ Cab and Heat for Plaza Attendant - Approved in Budget - \$17,142.42

Contingency

- A 5 percent contingency for Deere and company in the amount of \$6,000.22 is recommended.
- A 5 percent contingency for Holt Cat in the amount of \$5,378.69 is recommended.

HOW WE REPLACE

Purchasing

- Staff recommends purchasing from Cooperative Contracts such as Sourcewell and Buyboard
 - The overall objective of the BuyBoard Cooperative is to provide a mechanism for all local governments in Texas to pool their collective purchasing power.
 - Sourcewell is governed by local elected municipal officials and school board members. They have over 40 years of dedicated service helping government, education, and nonprofit agencies operate more efficiently through a variety of contract purchasing solutions that are competitively solicited nationally.

Ways Cooperatives Save Money

- Pricing of the product based on large geographic areas produce the most competition among Vendors
- Reduced Staff time needed by eliminating the formal bid process that is a duplication of the work already done by the Cooperatives

These contracts are awarded based on competitive bids issues by the Cooperative Associations



ENSURING VALUE OF QUOTES

Purchasing

- When estimating annual fleet expenditures, staff utilizes cooperative agreements to obtain pricing for fully specified equipment, that will meet the City's operational needs
- Staff requested additional quotes outside of the cooperative agreements, to ensure pricing provided was competitive and represented the best value
- Comparative pricing was obtained for all non-proprietary equipment.
- The cooperative pricing for the Deere and Company and Holt equipment was lower than all comparative quotes outside of the cooperatives



TIME LINE FOR ADDITIONAL PURCHASES

Remaining Vehicle Purchase for this Fiscal Year

- There are (7) Seven Vehicle left to purchase before the end of this Fiscal Year
 - (1) One Replacement Pickup Truck for Facilities Maintenance
 - (2) Two Replacement Pickup Trucks for the Water Department
 - (1) New Pickup Truck for Building Inspections
 - (1) New Pickup Truck for Engineering Development
 - (1) New Crew Truck for Parks Maintenance
 - (1) New Sign Truck for Traffic Maintenance
- Status of Remaining Purchases
 - Letter of Intent to Purchase issued to Dealership during the order window in August of this year
 - Specifications of each unit are complete
 - Quotes have been requested from the Vendor
 - We are regularly requesting updates on the outstanding quotes from the Vendor

We plan to bring these purchase before council for approval at the earliest possible date once we have received the quotes



OPTIONS

RECOMMEND APPROVAL OF BOTH ITEMS



APPROVE MINUTE ORDER

Consider approval of a minute order for the purchase of replacement and new equipment using the Buyboard Cooperative with Deere and Company of Cary North Carolina in the amount not to exceed \$126,404.57.



APPROVE MINUTE ORDER

Consider approval of a minute order for the purchase of replacement backhoe using the Sourcewell Cooperative with Holt Texas in the amount not to exceed \$112,952.52.



DENY MINUTE ORDER



DENY MINUTE ORDER



Form C**EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS,
AND SOLUTIONS REQUEST**Company Name: Caterpillar Inc.

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by Sourcewell or included in the final contract. Sourcewell will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	Sourcewell ACCEPTS
8.11 / page 29	Assignment of Contract	Notwithstanding the Terms of Section 8.11, Caterpillar shall be permitted to subcontract certain of its duties to Cat dealers for performance. *	Sourcewell accepts
Section Q / page 32	Provisions for non-federal entity procurements under federal awards or other awards; airport improvement program provisions	Section Q shall be deleted in its entirety. However, Caterpillar Dealers will review individual transactions that may implicate certain provisions within section Q on a case by case basis as required. *	Sourcewell accepts

*Please see page 2 of this form for comments regarding this exception request.

Proposer's Signature: Tate L RedpathDate: 3/13/19**Sourcewell's clarification on exceptions listed above:**

**EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS,
AND SOLUTIONS REQUEST**



Caterpillar Comments on Exception Requests:

Exception to 8.11

Because we rely on our dealer network to work closely with customers to execute the terms of this agreement, we want to clarify that we may subcontract these obligations to them. This is how we are operating today to the satisfaction of all involved and we intend for this strong, close, and effective relationship to continue.

Exception to Section Q

In many situations we will be willing to comply to these terms. However, it is impossible to provide a blanket acceptance as each transaction is unique. For example, the Buy American provision referenced in 8.43 will be acceptable for some products and not for others depending on the source of production. By looking at each transaction individually we can ensure careful consideration. It is our desire to earn this business and when we are able to comply we will honor the terms specific to the transaction.

Contract Award
RFP #032019

FORM D



Formal Offering of Proposal
(To be completed only by the Proposer)

HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES

In compliance with the Request for Proposal (RFP) for **HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES**, the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.

Company Name: Caterpillar Inc. Date: 3/6/19

Company Address: 100 NE Adams Street

City: Peoria State: IL Zip: 61629

CAGE Code/DUNS: 11083/944204924

Contact Person: Patty Redpath Title: Governmental Account Manager

Authorized Signature: [Signature] Patrick Kearns
(Name printed or typed)

FORM E**CONTRACT ACCEPTANCE AND AWARD**

(Top portion of this form will be completed by Sourcewell if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

Sourcewell Contract #: 032119-CAT

Proposer's full legal name: Caterpillar Inc.

Based on Sourcewell's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by Sourcewell.

The effective date of the Contract will be May 13, 2019 and will expire on May 13, 2023 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the Sourcewell Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at Sourcewell's discretion.

Sourcewell Authorized Signatures:

DocuSigned by:

Jeremy Schwartz

CPED2A139D06489
SOURCEWELL DIRECTOR OF OPERATIONS AND
PROCUREMENT/CPO SIGNATURE

DocuSigned by:

Chad Coauette

7E4288F817A84CC...
SOURCEWELL EXECUTIVE DIRECTOR/CEO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)

Chad Coauette
(NAME PRINTED OR TYPED)

Awarded on May 10, 2019

Sourcewell Contract # 032119-CAT

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name Caterpillar Inc.

Authorized Signatory's Title North America Industry Manager

Patrick Kearns

VENDOR AUTHORIZED SIGNATURE

Patrick Kearns

(NAME PRINTED OR TYPED)

Executed on May 10, 2019

Sourcewell Contract # 032119-CAT

Form F**PROPOSER ASSURANCE OF COMPLIANCE****Proposal Affidavit Signature Page****PROPOSER'S AFFIDAVIT**

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to Sourcewell members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of Sourcewell, or any person, firm, or corporation under contract with Sourcewell, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer's RFP response.
4. The Proposer will, if awarded a Contract, provide to Sourcewell Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
5. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
6. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
7. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
8. The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify Sourcewell for reasonable measures that Sourcewell takes to uphold such a data designation.

[The rest of this page has been left intentionally blank. Signature page below]

By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.

Company Name: Caterpillar Inc.

Address: 100 NE Adams Street

City/State/Zip: Peoria, IL 61629

Telephone Number: 309-675-1000

E-mail Address: Cat_Governmental@cat.com

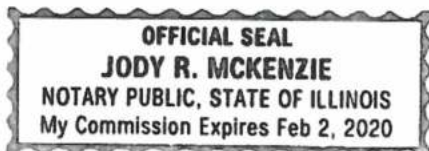
Authorized Signature: *Patrick Keane*

Authorized Name (printed): Patrick Keane

Title: North America Industry Manager

Date: 3/6/19

Notarized



Subscribed and sworn to before me this 6th day of March, 20 19

Notary Public in and for the County of Peoria State of Illinois

My commission expires: February 2, 2020

Signature: *Jody R. McKenzie*

Form P



PROPOSER QUESTIONNAIRE

Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions

Proposer Name: _____ Caterpillar Inc. _____

Questionnaire completed by: _____ Patty Redpath _____

Payment Terms and Financing Options

- 1) What are your payment terms (e.g., net 10, net 30)?

Our dealers accept payment from members and their terms may vary. The most common term is net 30.

- 2) Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?

Yes. We offer both leasing and financing options to governmental members of Sourcewell at rates lower than available to the general public.

- 3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to Sourcewell. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders.

Our simple order process has been and will continue to be well appreciated by Sourcewell and Sourcewell members:

- 1) When a member decides to purchase a new Cat machine, they simply include their Sourcewell member number on the Purchase Order they issue to the Cat dealer.
- 2) The Cat dealer then accepts the PO, issues the invoice, accepts payment, and delivers the machine.
- 3) After the machine has been delivered, the dealer, as part of their normal process, includes the member number when filing their sales claim with Caterpillar.
- 4) At month end, Caterpillar aggregates these reports and sends the sales information quarterly to Sourcewell along with the administration fee.

Important Note: Should a member wish to include additional terms and conditions to this contract, or to otherwise request a Participating Addendum, that agreement/PA should be executed between the member and the Cat dealer directly.

- 4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process?

Because Cat dealers will be receiving payments directly from members, accepting P-card procurement will be at their discretion. Many dealers do accept this method without additional fees. Some have limitations on the amount that can be processed.

Warranty

- 5) Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.

- Do your warranties cover all products, parts, and labor?

Yes. Caterpillar has the most extensive warranty coverage in the industry. We cover all products, parts, and labor with fewer exclusions than our competitors. Please see **Attachment D** for details.

- Do your warranties impose usage restrictions or other limitations that adversely affect coverage?

We do not impose usage restrictions. We are pleased to say that our warranties cover defects in material and workmanship for the time specified in the policy when the equipment is used as per design intent.

- Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?

The Caterpillar warranties cover the cost of replacement parts and the labor to install them, they do not cover travel time and mileage. Dealer territories vary considerably from state to state as do their policies about travel time and mileage during the warranty period.

- Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair?

We have no restrictions on warranty repairs. One of our key differentiating strengths is our ability to service equipment regardless of where it is located.

- Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?

Warranty service for on machines ordered from a Caterpillar facility is generally provided by Caterpillar and performed by Cat dealers. Some items, such as tires, are covered under their manufacturers' warranties.

- What are your proposed exchange and return programs and policies?

We warrant that upon delivery our products will be free from defects in material and workmanship and will operate as intended. If they are not, we will make any necessary corrections.

- 6) Describe any service contract options for the items included in your proposal.

We have a large variety of service contract options which can all be customized according to customer needs. Below are just two examples. More solutions are available, and we encourage members and dealers to explore all options.

1) Equipment Protection Plans (Extended Service Coverage/Cat Insurance)

After the initial warranty period ends, members may choose to purchase additional protection plans to reduce their exposure to unplanned costs. These policies are written based on months and hours of operation. There are four standard levels of coverage:

- a) Powertrain
- b) Powertrain + Hydraulics

- c) Powertrain + Hydraulics + Technology
- d) Premier

A description of all these options is included in **Attachment E**.

Important note: The purchase price for these Extended Service Coverage plans is lower for governmental agencies than it is for private buyers.

2) Customer Service Agreements (CSAs)

A member may choose to enter into an agreement with their Cat dealer to perform routine maintenance and/or repairs. These contracts are customizable based on member needs.

The selling Cat dealer can take responsibility for some or all the required service and maintenance needs to allow the agency to gain efficiency by focusing on the performance demands more than maintenance. CSAs are a useful tool to manage expenses. Most CSAs are bundled at the time of purchase; however, they may be added at any time.

Pricing, Delivery, Audits, and Administrative Fee

- 7) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.

We are offering the new machine and work tool product lines as set forth in this proposal. This includes nearly 200 machine choices and more than 200 types of work tools.

In addition to new machines and work tools, we are happy to offer members access to rental machines, used machines, parts, service, extended service coverage plans, CSAs, products from Cat Safety Services, sourced goods, and open market items.

We understand that each member's needs will vary, and we are proud to supply a complete solution from the industry's largest product line.

- 8) Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.)

Our pricing model is simple. We offer a deep discount off the current machine and work tool list prices to all Sourcewell members.

We have provided base machine pricing in **Attachment F**. However, for execution of the agreement we will ask our dealers and Sourcewell members to use the Caterpillar price list that is current at the time of the quote. Dealers, in consultation with the member, will configure the machine to the desired specifications and apply the agreed upon stated minimum discount to that configured List Price amount. Dealers and members should remember to factor in any expected price increases if a machine will be built to order.

Attachment G shows the discount offered for each new machine.

Additionally, we are pleased to offer a discount of 15% off all products and consulting services under the Cat Safety Services Umbrella; and 5% off our Technology Enabled Safety Solutions.

- 9) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list.

Our discount range varies between 3% and 30%. It's important to note that discount comparisons between different machines cannot be considered an apple-to-apples comparison. Caterpillar product managers have broad leeway in product pricing, and there are some significant variations on pricing strategy. For example, a discount of 10% on Product A, may be equivalent to a 20% discount on Product B. The discounts offered to Sourcewell members are better than what is widely available to non-member/private purchasers.

- 10) The pricing offered in this proposal is

- ☐ a. the same as the Proposer typically offers to an individual municipality, university, or school district.
- ☐ b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- ☒ c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- ☐ d. other than what the Proposer typically offers (please describe).

- 11) Describe any quantity or volume discounts or rebate programs that you offer.

Our dealers are empowered to consider purchase order volume, repeat purchases, member responsiveness, etc. They may offer members additional discounts and/or services at their discretion.

- 12) Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.

Sourced goods / Open Market Items are available to members from our Cat dealers. The prices for these goods or services will represent fair market value and will be determined between the member and the selling dealer. We encourage our dealers and members to use this option as it facilitates complimentary products and streamlines the procurement process.

Customers and dealers are responsible for including their Sourcewell member numbers on all documentation related to these purchases. Caterpillar Inc. is not a party to these sales and is exempted from including them in the quarterly reports. For audits, inclusion of a customer's Sourcewell member number on the PO and/or invoice shall be deemed sufficient.

- 13) Identify any total cost of acquisition costs that are **NOT** included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial/pre-delivery inspection. Identify any parties that impose such costs and their relationship to the Proposer.

Machines are unique in their requirements for preparation prior to use. Some may require local final assembly due to their large size, others may have locally installed options (fire suppression, beacons, auto lube systems for example). When a dealer issues a quote for a machine, any additional costs will be itemized separately and are not subject to the Sourcewell discount.

- 14) If travel expense, delivery or shipping is an additional cost to the Sourcewell Member, describe in detail the complete travel expense, shipping and delivery program.

There is no additional cost to members who choose to pick up their machine from the Cat dealer. Dealers may charge fees for delivery to the member's location.

- 15) Specifically describe those travel expense, shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery.

Just as for members in the 48 contiguous states, there is no additional cost to members who choose to pick up their machine from their Cat dealer. Dealers may charge fees for delivery to the member's location.

- 16) Describe any unique distribution and/or delivery methods or options offered in your proposal.

Machines are large purchases and if there are unique member requirements our dealers will be happy to discuss on a case by case basis.

- 17) Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.

We plan to continue our very robust process to ensure reporting speed, accuracy, and contract compliance.

Caterpillar and our Cat dealers have very close and trusting relationships. Our dealers are long-established, and the current process is working well.

- To ensure pricing accuracy, we maintain our current Sourcewell customer discount sheet on our dealer-facing pricing pages. Dealers integrate these numbers automatically in their quoting software.
- To ensure new machine and work tool sales are recorded properly, we use our post-sale credit system. In a nutshell, this means that we corporately support the pricing offered in this contract at a level below what's available to other customers. To receive this additional monetary support after the machine is delivered, dealers must supply the member's name, address, and member number. There is no additional burden or cost to our dealers to use the Sourcewell contract and this is part of the reason for their high engagement and our high reporting accuracy.
- After month end, we gather the new machine and work tool sales data attributed to Sourcewell and aggregate it for our reporting.
- After quarter end, we will send the quarterly sales report and administration fee payment to Sourcewell for all items that are subject to the administrative fee.

- 18) Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See RFP Section 6.29 and following for details.)

We would be pleased to offer an administration fee of 0.50% of net dealer revenue on the sales of new machines and work tools. Caterpillar will pay this fee and will not ask members or dealers to bear any additional burden.

Industry-Specific Questions

- 19) Describe any industry-specific quality management system certifications obtained by your organization.

Throughout the history of Caterpillar, we've produced reliable, durable products our customers have been able to count on for many years...if not decades. This reliability and durability is foundational to our brand. We measure ourselves on both defects and durability. Defects are issues that prevent a machine or any part of it from performing as intended within the first year of service. Durability is defined as the actual achieved life of a machine or component. We pride ourselves on leading the industry.

Specifically, as it relates to this question, the below list shows our current quality certificates:

03 - Thin Film Coating Center, Mossville (IL), USA - CQMS / ISO9001:2015 Certificate (Exp date: 09-Mar-2019)
05 - Caterpillar Global Machine Development - Peoria Proving Ground, Peoria (IL), USA - ISO17025:2005 (Expiry date 31-Jan-2021)
06 - Caterpillar Inc., Cast Metals Organisation, Mapleton (IL), USA - ISO9001:2015 (Expiry date 24-Apr-2021)
08 - Caterpillar Inc., - SOS Services Laboratory (Main Multi-site), Peoria, IL, USA - ISO9001:2015 (Expiry date 29-Nov-2020)
12 - Caterpillar Inc. - Matl Handling & Underground Div. (Aurora), Montgomery IL, USA ISO9001:2015 Certificate. (Exp: 23-Feb-2020)
13 - Caterpillar Inc.- Construction and Mining Equipment (HQ), Decatur (IL), USA - ISO9001:2015 Certificate. (Exp date: 26-Oct-2021)
16 - Caterpillar Inc. - East Peoria (Multi-Site - TTT), Tractor Drive, East Peoria (IL), USA - ISO9001:2015 Certificate (Exp: 30-Nov-2019)
28 - Caterpillar Brasil Limited, Campo Largo, Brasil - ISO9001:2015 (Exp date: 23-Jul-2020)
28 - Caterpillar Brasil Ltda., Piracicaba, Brasil - ISO9001:2015 Certificate (Exp date: 19-Mar-2021)
29 - Caterpillar Engine Systems Inc. (HQ), Pontiac (IL), USA - ISO9001:2015 Certificate (Exp date: 06-Aug-2019)
40 - Caterpillar Engine Systems Inc., Mossville (IL), USA - ISO9001:2015 Certificate (Exp date: 06-Aug-2019)
40 - Caterpillar Inc., Industrial Power Systems Division, Mossville (IL), USA - ISO9001:2015 Certificate (Exp Date: 17-Feb-2019)
40 - Caterpillar Inc., Industrial Power Systems Division, San Antonio (TX), USA - ISO9001:2015 Certificate (Exp Date: 17-Feb-2019)
40 - Caterpillar Inc., Industrial Power Systems Division, Schertz (TX), USA - ISO9001:2015 Certificate (Exp Date: 17-Feb-2019)
41 - Caterpillar Powertrain & Hydraulics - Systems Development, Mossville (IL), USA - ISO17025:2005 (Expiry date 31-Dec-2019)
41 - Global Engine Development - North America, Mossville, IL 61552, USA - ISO17025:2005 (Exp Date: 31-Aug-2019)
68 - Caterpillar Inc. (Remanufacturing Site-Specific Certificate), Corinth (MS), USA ISO9001:2015 Certificate (Expiry date 19-Jun-2020)
68 - Caterpillar Inc. Remanufacturing Services (HQ), Corinth, MS 38834, USA, ISO 9001:2015 (Exp Date: 19-Jun-2020)
7P - Perkins Motores Do Brasil LTDA, Curitiba, BRASIL - CQMS:2015 / ISO9001:2015 Certificate (Expiry date 05-Oct-2020)
88 - Caterpillar Inc. Lafayette Engine Center, Lafayette (IN), USA - ISO9001:2015 Certificate (Expiry date 04-Feb-2021)
89 - Caterpillar Mexico S.A. de C.V. (Monterrey), Nuevo Leon, Mexico 66350 - CQMS:2015/ISO 9001:2015 Certificate (Exp: 12-Jul-2019)
92 - Caterpillar Midwest Logistics Center (Champaign), Illinois - ISO 9001:2008 (Exp Date: 29-Jan-2018)
CF - Caterpillar Inc. (Remanufacturing Site-Specific Certificate), Nuevo Laredo (FINSA 1), Mexico - ISO 9001:2015 (Exp: 19-Jun-2020)
CF - Caterpillar Inc. (Remanufacturing Site-Specific Certificate), Nuevo Laredo (FINSA 3), Mexico ISO9001:2015 Certificate (Exp: 19-Jun-2020)
CF - Caterpillar Inc. (Remanufacturing Site-Specific Certificate), Nuevo Laredo (ORADEL), Mexico ISO9001:2015 Certificate (Exp. 19-Jun-2020)
CP - Caterpillar Global Machine Development - Tucson Proving Ground, Tucson (AZ), USA ISO17025:2005 (Expiry date 31-Jan-2020)
DQ - Caterpillar Inc. Building Construction Products Division, Clayton (NC), USA - ISO9001:2015 (Expiry date 06-Jul-2021)
FJ - Anchor Coupling (Menominee), Menominee (MI), USA ISO9001:2015 (Expiry date 22-Jan-2021)
HL - Caterpillar Inc. (Remanufacturing Site-Specific Certificate), Prentiss (Boonville - MS), USA ISO9001:2015 Certificate (Exp. 19-Jun-2020)
HP - Caterpillar Dyersburg, Tennessee - ISO9001:2008 Certificate. (Expiry date 14-Sep-2018)
HZ - Caterpillar Inc., Industrial Power Systems Division, Sequin (TX), USA - ISO9001:2015 Certificate (Exp Date: 17-Feb-2019)
JA - Caterpillar Inc. Building Construction Products Division, Sanford (NC), USA - ISO9001:2015 (Expiry date 06-Jul-2021)
JL - Caterpillar Inc. - Precision Pin Products Group, Sumter (SC), USA - ISO9001:2015 (Expiry date 22-Oct-2018)
JQ - Caterpillar Inc. Building Construction Products Division, Athens (GA), USA - ISO9001:2015 (Expiry date 06-Jul-2021)
LE - Caterpillar Inc., Griffin Generators, Griffin (GA), USA - ISO9001:2015 Certificate. (Expiry date 03-Mar-2021)
LS - All Caterpillar Newberry LLC Facilities - DNV ISO 9001:2008 (Exp Date: 15-Sep-2018)
M5 - Caterpillar Inc. Building Construction Products Division (HQ), Cary (NC), USA - ISO9001:2015 (Expiry date 06-Jul-2021)
MC - Caterpillar Inc. Building Construction Products Division, Torreon, MEXICO - ISO9001:2015 (Expiry date 06-Jul-2021)
N4 - Advanced Components and Technologies, Mossville (IL), USA - ISO 9001:2015 Certificate (Exp Date: 24-May-2019)
PE - Caterpillar Inc. (Remanufacturing Site Specific Certificate), West Fargo (ND), USA ISO9001:2015 Certificate (Exp: 19-Jun-2020)
PV - Perkins Shibaura Engines LLC, Griffin (GA), US ISO9001:2015 (Expiry date 31-Jan-2020)
QR - Caterpillar Global Mining - Houston PA - ISO 9001:2008 (Exp Date 15-Sep-2018)
R8 - Caterpillar Inc. / Paving Products / Minneapolis, (MN), USA - ISO 9001:2015 Certificate (Exp Date: 27-Nov-2020)
T3 - Solar Turbines Europe S.A. - Oil and Gas, Avenue de Finlande, Braine L'Alleud, Belgium - ISO 9001:2015 Certificate (Exp. 22-Sep-2020)
T3 - Solar Turbines Inc. (Packaging Systems Operations), San Diego (CA), USA - ISO9001:2015 (Expiry date 22-Sep-2020)
T3 - Solar Turbines Inc. (Power Generation), San Diego (CA), USA - ISO9001:2015 (Expiry date 22-Sep-2020)
T3 - Solar Turbines Inc. - Oil and Gas, 10203 Sam Houston Park Drive, Houston TX, USA - ISO 9001:2015 Certificate (Exp: 22-Sep-2020)
T3 - Solar Turbines Inc. - Oil and Gas, 9250 Sky Park Court, San Diego (CA), USA - ISO 9001:2015 Certificate (Exp Date: 22-Sep-2020)
T3 - Solar Turbines Inc. - Oil and Gas, 9280 Sky Park Court, San Diego (CA), USA - ISO 9001:2015 Certificate (Exp Date: 22-Sep-2020)
T3 - Solar Turbines Inc. - Oil and Gas, 9330 Sky Park Court, San Diego (CA), USA - ISO 9001:2015 Certificate (Exp Date: 22-Sep-2020)
T3 - Solar Turbines Inc. - Pkg Systems Operations (HQ), 4200 Ruffin Road, San Diego CA, USA - ISO 9001:2015 Certificate (Exp: 22-Sep-2020)
T3 - Solar Turbines Inc. - Pkg Systems Operations, Teran-Teran 20120 Int., Tijuana (BC), Mexico - ISO 9001:2015 Certificate (Exp: 22-Sep-2020)
T3 - Solar Turbines Inc. - Power Generation, 4180 Ruffin Road, San Diego (CA), USA - ISO 9001:2015 Certificate (Exp : 22-Sep-2020)
T3 - Solar Turbines Inc. - Turbofab, DeZavala Road, Channelview (TX), USA - ISO9001:2015 Certificate (Expiry date 23-July-2021)
T3 - Solar Turbines Inc., - Construction Services, Houston (TX), USA - ISO9001:2015 Certificate (Exp Date: 07-Jul-2021)
T3 - Solar Turbines Inc., - Desoto Overhaul Operations, Desoto (TX), USA - ISO9001:2015 Certificate (Expiry date 24-Aug-2021)
T3 - Solar Turbines Inc., Turbomachinery Prod, W Seattle Street, Broken Arrow OK, USA - ISO9001:2015 Certificate (Exp 03-May-2021)
T3 - Solar Turbines Inc., Turbomachinery Prod - Gas Compressors, Ruffin Road, San Diego (CA), USA - ISO9001:2015 Cert. (Exp 03-May-2021)
T3 - Solar Turbines Inc., Turbomachinery Prod - Gas Compressors, Sky Park Ct, San Diego (CA), USA - ISO9001:2015 Cert (Exp 03-May-2021)
T3 - Solar Turbines Inc., Turbomachinery Prod - Gear Systems / Superior Gear, Gardena (CA), USA - ISO9001:2015 Cert (Exp 03-May-2021)
T3 - Solar Turbines Inc., Turbomachinery Prod - Turbotec Bldg 1, Chilpancingo, Tijuana, B.C. Mexico - ISO9001:2015 Cert (Exp 03-May-2021)

T3 - Solar Turbines Inc., Turbomachinery Prod - Turbotec Bldg 2, Ciudad Ind Otay, Tijuana, B.C. Mexico - ISO9001:2015 Cert (Exp 03-May-2021)
 T3 - Solar Turbines Incorporated, Mabank (TX), USA - ISO9001:2015 Certificate (Expiry date 04-Aug-2021)
 T3 - Solar Turbines Switzerland Sagl, 6595 Riazino, Switzerland - ISO9001:2015 Certificate (Expiry date 08-May-2018)
 UD - Denison, TX -Caterpillar Global Mining LLC-ISO 9001:2008 (Exp Date: 03-Aug-2020)
 UH - Caterpillar Acuna - Construction and Mining Equipment, Ciudad Acuna, Coahuila, Mexico - ISO9001:2015 Certificate. (Exp: 26-Oct-2021)
 UH - Caterpillar Inc. - Acuna, Coahuila, MEXICO - ISO9001:2015 Certificate (Expiry date 26-Oct-2018)
 UJ - Caterpillar - North Little Rock, North Little Rock (AR), USA - CQMS:2015 / ISO 9001:2015 Certificate (Exp Date: 05-Jun-2019)
 XO - Anchor Coupling (Goldsboro), Goldsboro (NC), USA - ISO 9001:2015 (Exp date: 20-Dec-2018)
 XY - Caterpillar Reynosa S.A. de C.V., Reynosa, Tamaulipas, Mexico - ISO9001:2015 Certificate (Exp date: 03-Oct-2020)
 YP - Caterpillar Inc. (Remanufacturing Site-Specific Certificate), Franklin (IN), USA ISO9001:2015 Certificate (Expiry date 19-Jun-2020)
 YV - Caterpillar Surface Mining and Technology, South Milwaukee (WI), USA - ISO9001:2015 (Expiry date 04-Jun-2021)
 ZZ - Caterpillar Inc. - Advanced Components Manufacturing (Hydraulic Cylinders), Sumter (SC), USA - ISO9001:2015 Cert (Exp: 28-Mar-2020)

20) Describe any environmental management system certifications obtained by your organization.

We described our “green initiatives” more completely in Form A, Question 29. To be specific regarding ISO standards, we are listing here the plants that are certified to ISO 14001:2004 Environmental Management System:

Plants certified with ISO 14001:2004 Environmental Management System

Anchor Coupling - Goldsboro, NC - ISO 14001:2004 - Sept 2018
 Anchor Coupling - Menominee - ISO 14001:2015 - Jan. 2021
 Gen Sets - Newberry - ISO 14001:2004 - Nov. 2017
 Mapleton - 14001:2004 self-certification - issued January 2013
 Reman Services - Corinth, MS - ISO 14001:2015 - Sept. 2021
 Reman Services - Franklin - ISO 14001:2004 - May 2017

21) Describe any preventive maintenance programs that your organization offers for the solutions you are proposing in your response.

Caterpillar understands the value to the customer of a well-defined preventive maintenance plan. Each machine we sell has very clear and detailed instructions for routine maintenance. We find that some customers prefer to do the maintenance themselves, others want our dealers to track and perform the service.

For customers who retain maintenance responsibilities, we have several tools available to facilitate that. As an example, My.Cat.Com makes it easy for customers to access critical information about their fleet.

STARTER CONNECTIVITY: If the customer purchases a machine with a factory-installed Product Link device, the customer will receive Cat Daily connectivity at no cost (for seven years on Building Construction Products machines; 12 years on Global Construction & Infrastructure machines). Cat Daily provides basic information once per day via My.Cat.Com or via a mobile app as described below.

My.Cat.Com users have access to:

- Equipment location
- Hours
- Diagnostic and operational events
- Fuel burn
- Dealer work orders
- Parts lists and Preventive Maintenance Checklists
- Parts ordering
- Safety service letters
- Rental documentation
- Warranty information

- Operation and maintenance manuals
- Preventive maintenance alerts and scheduling
- Cat Inspect outcomes
- S-O-S fluid analysis results

A subset of this information is also available in the Cat App: Fleet Management (IOS and Android).

In some situations, information available through My.Cat.Com provides an agency with sufficient data. But sometimes the equipment manager/public works director wants a more comprehensive view of their assets and/or the ability to manage an entire fleet. To meet that need, Caterpillar offers VisionLink—a powerful, flexible platform with enhanced capabilities, like customizable reports and notifications, that makes it easier to optimize productivity, manage assets and reduce costs.

ADVANCED CONNECTIVITY TRIAL: For any construction machine with a Product Link device, the customer will receive a six-month complimentary VisionLink Essentials trial. After the trial period ends, customers may elect to continue access at several different levels:

- **VisionLink Daily** – offers convenient, affordable, once-a-day telematics information. Ideal for customers who only need once-per-day reporting
- **VisionLink Basic** – provides basic asset management features including hour and location monitoring as well as geographic fencing and maintenance management. Recommended for machines that only report hours, where data updates and related features are needed more frequently than once per day.
- **VisionLink Essentials** – includes all the features of Basic plus health, utilization, and productivity features with frequent data updates. Ideal for customers needing up-to-date information about site operations, productivity, asset location, and operator performance, as well as timely notification of issues as they occur.

Another free app we offer is designed to help customers focus on safety and preventive maintenance. The “Cat Inspect” app offers multiple features geared to make regular machine inspections simple and useful.

- **Daily Walkaround** inspections are designed primarily for operators who are guided where to look on their particular machine and allows them to document and report any abnormalities.
- **Preventive Maintenance** inspections are more in-depth and are designed for customer or dealer technicians to inspect components for signs of wear and to ensure that all recommended preventive maintenance procedures are completed and recorded.
- **Technical Analysis** inspections are the most in-depth and are normally used once per year or when a machine is at the end of a customer’s ownership period.

This app includes the ability to take pictures, make notes and complete and share inspections electronically. Inspection reports are also integrated into both My.Cat.Com and VisionLink, providing visibility to overall fleet health.

For customers who intend to rely on dealers for maintenance, they can schedule the work themselves as needed, or we propose a variety of CSAs (Customer Support Agreements). These are completely customizable, but we offer starting points for several levels with corresponding price points which vary by product.

- Customer performed preventative maintenance – the Cat dealer will provide the necessary parts per the maintenance schedule; the customer will do the work.

- Dealer performed preventative maintenance – the Cat dealer will handle basic preventative maintenance for any machine or group of machines to help keep scheduled downtime to a minimum.
- Component maintenance and repair agreement – the Cat dealer will take care of maintaining and servicing systems such as engines, transmissions, etc. to extend service resources and equipment life.
- Total maintenance and repair agreement – the Cat dealer covers service and maintenance for any one piece of equipment or the entire fleet. This agreement can include guaranteed availability and uptime.

Signature: Ante A. Redpath Date: 3/13/19



City of Burleson
Administrative
Policies and Procedures

City Manager

City of Burleson
Authorization Signature
Dale Cheatham, City Manager

Subject:
ANNUAL VEHICLE REPLACEMENT POLICY & SOP

Date:
7 February 2025

PURPOSE

The purpose of this document is to provide Equipment Services and Executive staff a process for fleet replacement, equipment life termination, and determining where vehicles and equipment rank within their lifecycle. This document describes how asset values and a ranking system are utilized to produce an annual equipment replacement list. It identifies the criteria for the review process and describes the necessary protocol between Equipment Services and City Departments. Additionally, it provides guidance for decisions regarding vehicles/equipment that is not funded for replacement. By using the method described, here, Equipment Services will be able to effectively manage assets across every vehicle, all equipment and its replacement schedule.

This policy and its scorecard method allows a fleet to update vehicles and equipment on the scorecard, add new vehicles and equipment, and change points as time and conditions change. It allows a precise look at a fleet's assessment data is updated.

Some assets that have not reached their lifecycle threshold may be recommended for replacement earlier than scheduled due to safety concerns, unusual wear and tear, or recurring mechanical problems at the fleet manager's discretion. Conversely, some assets that have exceeded their lifecycle threshold may be retained if they are classified as non-critical and no replacement unit will be available.

Use of historical cost data is fundamental to determining the optimum replacement time using this and other Best Practice systems. Deviation to capturing this data in the fleet maintenance management system is critical to the continued success of this or any other vehicle replacement methodology.

Guidelines are noted herein.

DISCUSSION

"Unfortunately, there are many instances where a fleet organization spends more money retaining a vehicle than it's worth, sometimes without realizing it. They are in effect, trading spending dollars for capital dollars." (Bharaj, Sat. "How to Calculate Optimal Months in Service & Replacement Cycles" Fleet Management, February 2023, pp. 14-16)

Replacing fleet assets in a timely manner prevents the increased maintenance and indirect costs from exceeding the capital dollars saved by extending vehicle replacement. Indirect or "hidden" costs include

- Reduced employee efficiency and lost productivity.
- Increased fleet size to compensate for higher out-of-service rates.
- Larger repair costs resulting from driver neglect or wear/tear of older vehicles with which the operators are unhappy.
- Reduced employee morale.
- Increased accident rates or liability exposure.
- Lower customer service levels.
- Perhaps most importantly, poorer company image as City vehicles are often the most visible City symbols.

Given this along with the size, magnitude and operational importance of the City of Burleson's vehicles and equipment, Equipment Services staff will use the method below to evaluate the appropriate time vehicles and/or equipment should be replaced.

METHOD

EXHIBIT A: VEHICLE/EQUIPMENT EXCEL SCORECARD – POINT SYSTEM

1. Identify all vehicles and equipment within a fleet's operation through current Equipment Services software.
2. Each vehicle and equipment will be sorted by class then placed into Exhibit A – vehicle/equipment scorecard.
3. Equipment Services software places the following evaluation criteria into each vehicle and equipment's excel scorecard: Criteria are: Age; Miles/Hours; Type of Service; Reliability; Maintenance and Repair Costs; as well as Condition.

EXHIBIT B: PARAMETER GUIDELINES FOR CLASS LIFECYCLE

4. Once all vehicles and equipment are placed into Exhibit A, the Parameter Guidelines for Class Lifecycle are used to determine all vehicles and equipment that meet parameters set forth for either age or miles/hours. These Guidelines are noted in Exhibit B.
5. Any vehicles and equipment that do not meet the parameters noted in Exhibit B, may be either deleted from Exhibit A or not scored – for future use. Equipment Services may elect to keep all vehicles and equipment on Exhibit A for a current look at their satisfaction.

EXHIBIT C: POINT DESCRIPTIONS FOR EXHIBIT A SCORECARD

6. By using Exhibit C, defined below, each vehicle and equipment is evaluated using set of criteria and a point value is placed into Exhibit A's scorecard.
7. Exhibit C describes how a point value is determined under each criterion. For example - Type of Service Category 1 to 5 points are assigned based on the type of service that vehicle receives. For instance, a police car would be given a 5 because it is in severe duty service. In contrast, an administrative sedan would be given a 1.

EXHIBIT D: GUIDELINES FOR SCORING CONDITION

8. Since Condition requires first hand knowledge of each vehicle and equipment, Equipment Services Staff rates this criteria. Exhibit D further examines how the Equipment Services Staff should rate the condition of a vehicle or equipment.

The points identified under each criteria in Exhibit A are then also populated to tally total points for each vehicle and equipment. Generally, vehicles with a total score of 20 or higher are considered to be candidates for immediate replacement.

The expected output of this entire review process is to aid in the decision of which vehicles and equipment should be replaced first. The scoring method shows priority. These priority vehicles and equipment can then be incorporated into the annual operating budget.

The guidelines and recommendations contained in this document shall be updated in a timely fashion as technology advances and best practices evolve. Starting with this original version, the date of issuance for each update shall be recorded and maintained on this document. Any changes to this agreed upon policy should be reviewed and noted below as a revised issuance date.

Based on research from the American Public Works Association (APWA), National Association of Fleet Administrators (NAFA), and Municipal Equipment Maintenance Association (MEMA).

CITY OF BURLESON TX
VEHICLE REPLACEMENT GUIDELINES

All new or replacement vehicles shall be directed through Equipment Services in order to ensure regulation compliance, proper registration, standardization of make, make, year and fuel type. Therefore, new vehicles and equipment that need to be added to the fleet shall not be purchased directly by other departments. Added fleet or is or equipment improvement requested outside of the approved vehicle budget will require the requesting department to provide justification and acquire the needed approvals.

1. To verify compliance with all federal, state, local and special city regulations, a new or rebuilt or modified equipment will be approved by Equipment Services and installed by Equipment Services or the vendor approved by Equipment Services. The City should strive towards purchasing equipment from a consistent manufacturer in order to provide cost savings, training and installation efficiency, as well as reduced inventory requirements.
2. Vehicles and equipment that do not meet the qualifications for replacement shall be extended each year until the qualifications are met. Vehicles and equipment that continuously incur excessive maintenance cost and downtime before reaching the end of its economic lifecycle may be replaced ahead of schedule at the Fleet Manager's discretion.
3. Until vehicles and equipment reach their useful lifecycle, they are assumed to be in good condition. Units A, B, C and D provide the method for determining lifecycle parameters for varied vehicle and equipment classes.
4. Prior to vehicle replacement, when the end of lifecycle is reached, unit use should be evaluated. If the unit is under-utilized, it may be placed in surplus or sold until major repair is required at the discretion of the Equipment Services department.
5. Should multiple vehicles that fall within the lifecycle category need to be replaced and there is a lack of available funds, Equipment Services staff will make a recommendation to City Management for vehicle replacement priority.
6. Units identified as "up for replacement" due to scoring but have maintained odometer values less than the listed criteria and are of sound condition, may be recycled at the Fleet Manager's discretion.
 - a. A Recycled Unit is defined as a unit that is retained to be maintained in the Equipment Services Leasing Pool or in reserve for temporary vehicle replacement. A recycled unit cannot be placed into a permanent role.
 - a. Once in these recycled positions, these units will not be considered for replacement or new purchase unless used as a temporary replacement for a failed or added fleet line position. A new vehicle must be budgeted to replace the temporary recycled replacement in the next budget cycle.

- c. If a recycled unit's annual maintenance and repair cost exceeds 50% of its current value or if reliability becomes a detriment to City operations, the recycled unit will be completely removed from service and disposed.
- 7. All equipment replacement is funded via either the "Equipment Replacement Fund" or "Enterprise Equipment Replacement Fund" depending upon the department the equipment resides in.
- 8. All equipment will be identified as "Funded" or "Unfunded" for replacement within a database maintained by Equipment Services.
- 9. Funding for equipment replacement will be calculated based upon the expected life cycle and the estimated replacement, adjusting for inflation and expected interest earnings. Inflation and interest assumptions will be updated annually by the Finance Director. Where the actual life of an asset exceeds the expected life, the equipment replacement for that asset will continue with the excess funds being allocated directly to Fund Operating Capital.
 - a. Annual Replacement Contribution = Calculated Replacement Cost / (Estimated Life Cycle)
 - b. Gain on disposal of assets will be allocated directly to Fund Operating Capital.
 - c. Funding for each piece of equipment will be tracked individually.
 - d. Once all operating equipment is "Funded" for replacement, the percentage of annual replacement contribution will be adjusted to maintain an Operating Capital balance of 5% of the Replacement Fund total.
- 10. Replacement Fund Operating Capital Funds are limited to:
 - a. Conversion of Unfunded equipment to Funded.
 - i. Recommended by Equipment Services with Finance Department approval to City Management as part of the annual budget process.
 - ii. City Management to decide if equipment is converted from Unfunded to Funded.
 - b. Making up funding shortfall due to unforeseen price increases for funded equipment.
 - i. Not to be used for equipment upgrades; all upgrades must be approved by City Management through the annual budget process.
 - c. Operating Capital should generally be reserved for conversion of unupgraded assets that have exceeded their lifecycle threshold that are mission-critical to funded status.
 - i. Prior to making significant repairs to such assets, Equipment Services will make a recommendation to City Management regarding the decision to complete the repair or to re-equip the equipment out of service.
- 11. All new equipment additions must be approved by City Management through the annual budget process.
 - a. Estimated Purchase Price will be supplied by Equipment Services along with annual maintenance and fee cost estimates.
 - b. Budgeted amount for all new equipment must include annual Replacement Fund contribution as well as maintenance and fee costs.
 - c. Equipment specification will be based upon operational needs.

Appendix A – Police Department Vehicles

Life Cycle

1. All Police vehicles used for patrol, Community Resource, Community Service, or Traffic Enforcement shall have a budgeted life span of 5 years.
2. Replacement will be based upon the same scoring system as all other City owned equipment.
3. All outside appearances including light bars, color, etc. will be replaced when vehicle is replaced under a turnkey bid.

Vehicle Rotation

1. The Police Department will utilize these vehicles by rotating their uses to normalize their mileage and usage over during their life.

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.**

Holt Texas, LTD.
San Antonio, TX United States

Certificate Number:
2021-829611

Date Filed:
12/06/2021

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, CITY OF

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.

#032119
Cat 420 Backhoe Loader

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Dunn, Patrick	Fort Worth, TX United States		X
	HOLt riCHTER, Coinna	San Antonio, TX United States	X	
	HOLT, Peter J.	San Antonio, TX United States	X	

5 Check only if there is NO Interested Party.

☐**6 UNSWORN DECLARATION**

My name is Angela Graf, and my date of birth is [REDACTED].
My address is 5665 SE Loop 410, San Antonio, TX, 78222, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct. TX 6th Dec 21
Executed in Bexar County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Digitally signed by Angela M. Graf
DN: cn=Angela M. Graf, o=Holt Texas, LTD., ou=Contracts, email=angela.graf@holtcat.com, c=US
Date: 2021.12.06 12:03:26 -06'00'

Signature of authorized agent of contracting business entity
(Declarant)



City of Burleson

City Council

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

AGENDA INFORMATION SHEET

DEPARTMENT: Public Works

DATE: 01/03/2022

SUBJECT

Consider approval of a minute order for the purchase of replacement and new utility vehicles, a mower, and bunker raking equipment using the BuyBoard Cooperative with Deere and Company in the amount not to exceed \$126,404.57. *(Staff Contact: Tommy Ludwig, Deputy City Manager)*

Attachments

Department Memo
Presentation
Interlocal Agreement
Replacement Policy
Form 1295

Respectfully submitted:

Tommy Ludwig
Deputy City Manager
tludwig@burlesontx.com
817-426-9623

DEPARTMENT MEMO

City Council

DEPARTMENT: Public Works
FROM: Tommy Ludwig,
Deputy City Manager
MEETING: January 3, 2022

SUBJECT:

Consider approval of a minute order for the purchase of replacement and new utility vehicles, a mower and bunker raking equipment using the BuyBoard Cooperative with Deere and Company in the amount not to exceed \$126,404.57. (*Staff Presenter: Tommy Ludwig, Deputy City Manager*)

SUMMARY:

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

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

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

The Approved Replacement Policy allows for Discretion by the Fleet Manager to replace or retain items outside of the scorecard system. The assets belonging to the Golf Course have been evaluated by the Assistant Director of Public Works over Equipment Services and based on available data these items have been deemed in need of replacement. All other equipment has met replacement criteria.

All new equipment requested in this action was planned in the budget process and approved in the Fiscal 2022 operating budget by City Council.

The table below indicates the list of Athletic Fields, Hidden Creek Golf Course and Parks

Maintenance Equipment to be replaced, along with the new equipment approved for purchase in this fiscal year's budget.

Equipment	Replacements Cost	New Cost
<i>Athletic Fields</i>		
545 Utility Cart	\$ 8,647.84	
<i>Hidden Creek Golf Course</i>		
181 Bunker Rake	\$ 17,386.69	
1514 Progator Utility Vehicle	\$ 32,128.62	
1518 Surrounds Reel Mower	\$ 44,698.78	
<i>Parks Maintenance</i>		
New Utility Cart		\$ 17,142.42
Purchase Order Fee	\$ 400.00	
5% Contingency	\$ 6,000.22	
Total	\$ 109,262.15	\$ 17,142.42
Grand Total		\$ 126,404.57

The total costs associated with this proposed purchase is \$126,404.57, which includes a 5% contingency and a \$400.00 BuyBoard Purchase Order fee. These costs are planned expenditures, and fall within the allotted amounts in the FY21-22 Equipment Replacement Fund budget. Staff is recommending purchasing all equipment utilizing the BuyBoard Purchasing Cooperative.

Staff reached out to other vendors to obtain comparison quotes. The quotes that we have received proved Deere and Company to be the best value. Staff has been requesting the remaining quotes for over one month by sending regular emails and making more than a dozen phone calls, we have not received responses to these communications.

OPTIONS:

- 1) Approval of a minute order for the purchase of replacement and new utility vehicles, a mower and bunker raking equipment using the BuyBoard Cooperative with Deere and Company in the amount not to exceed \$126,404.57
- 2) Deny a minute order for the purchase of replacement and new utility vehicles, a mower and bunker raking equipment using the BuyBoard Cooperative with Deere and Company in the amount not to exceed \$126,404.57

RECOMMENDATION:

Approve a minute order for the purchase of replacement and new utility vehicles, a mower and bunker raking equipment using the BuyBoard Cooperative with Deere and Company in the amount not to exceed \$126,404.57

FISCAL IMPACT:

Budgeted Y/N: Y

Fund Name: Proprietary Equipment Replacement Fund

Full Account #s: 503-8211-559-7457

Amount: \$94,214.09

Project (if applicable):

Financial Considerations:

Budgeted Y/N: Y

Fund Name: Governmental Equipment Replacement Fund

Full Account #s: 502-8211-559-7455

Amount: \$17,142.42

Project (if applicable):

Financial Considerations:

Budgeted Y/N: Y

Fund Name: Governmental Equipment Replacement Fund

Full Account #s: 502-8211-559-7488

Amount: \$8,647.84

Project (if applicable):

Financial Considerations:

STAFF CONTACT:

Name: Tommy Ludwig

Department: City Manager's Office

Email: tludwig@burlesontx.com

Phone: 817-426-9623

**NEW &
REPLACEMENT
EQUIPMENT**



WHEN WE REPLACE ASSETS

Introduction

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

Age	Reliability	Usage
Type of Service	Condition	Maintenance Cost



REQUESTED NEW & REPLACEMENT EQUIPMENT

Athletic Fields, Hidden Creek Golf Course, Parks, and Pavement Maintenance - BuyBoard and Sourcewell

Replacement Equipment

- **ATHLETIC FIELDS EQUIPMENT**

(1) Replace Utility Cart Unit 545 - \$8,647.84

- **HIDDEN CREEK GOLF COURSE EQUIPMENT**

(1) Replace Bunker Rake Unit 181 - Unit was pulled from Auction fleet when the Golf Unit suffered catastrophic failure - \$17,386.69

(1) Replace Prognator Utility Vehicle Unit 1514 - Specialized Unit to be used with attachments - \$32,128.62

(1) Replace Surrounds Mower Unit 1518 - Specialized reel mower used around Green's and Tee's - \$44,698.78

- **PAVEMENT MAINTENANCE**

(1) Replace Backhoe Unit 190 - Reached score for Replacement - \$107,573.83

- **Justification for Replacement**

Units 545, 181 and 190 have reached the threshold score for replacement.

The Golf Course assets have been evaluated by Equipment Service and deemed necessary to replace.

New Equipment

- **PARKS EQUIPMENT**

(1) New Utility Cart w/ Cab and Heat for Plaza Attendant - Approved in Budget - \$17,142.42

Contingency

- A 5 percent contingency for Deere and company in the amount of \$6,000.22 is recommended.
- A 5 percent contingency for Holt Cat in the amount of \$5,378.69 is recommended.

HOW WE REPLACE

Purchasing

- Staff recommends purchasing from Cooperative Contracts such as Sourcewell and Buyboard
 - The overall objective of the BuyBoard Cooperative is to provide a mechanism for all local governments in Texas to pool their collective purchasing power.
 - Sourcewell is governed by local elected municipal officials and school board members. They have over 40 years of dedicated service helping government, education, and nonprofit agencies operate more efficiently through a variety of contract purchasing solutions that are competitively solicited nationally.

Ways Cooperatives Save Money

- Pricing of the product based on large geographic areas produce the most competition among Vendors
- Reduced Staff time needed by eliminating the formal bid process that is a duplication of the work already done by the Cooperatives

These contracts are awarded based on competitive bids issues by the Cooperative Associations



ENSURING VALUE OF QUOTES

Purchasing

- When estimating annual fleet expenditures, staff utilizes cooperative agreements to obtain pricing for fully specified equipment, that will meet the City's operational needs
- Staff requested additional quotes outside of the cooperative agreements, to ensure pricing provided was competitive and represented the best value
- Comparative pricing was obtained for all non-proprietary equipment.
- The cooperative pricing for the Deere and Company and Holt equipment was lower than all comparative quotes outside of the cooperatives



TIME LINE FOR ADDITIONAL PURCHASES

Remaining Vehicle Purchase for this Fiscal Year

- There are (7) Seven Vehicle left to purchase before the end of this Fiscal Year
 - (1) One Replacement Pickup Truck for Facilities Maintenance
 - (2) Two Replacement Pickup Trucks for the Water Department
 - (1) New Pickup Truck for Building Inspections
 - (1) New Pickup Truck for Engineering Development
 - (1) New Crew Truck for Parks Maintenance
 - (1) New Sign Truck for Traffic Maintenance
- Status of Remaining Purchases
 - Letter of Intent to Purchase issued to Dealership during the order window in August of this year
 - Specifications of each unit are complete
 - Quotes have been requested from the Vendor
 - We are regularly requesting updates on the outstanding quotes from the Vendor

We plan to bring these purchase before council for approval at the earliest possible date once we have received the quotes



OPTIONS

RECOMMEND APPROVAL OF BOTH ITEMS



APPROVE MINUTE ORDER

Consider approval of a minute order for the purchase of replacement and new equipment using the Buyboard Cooperative with Deere and Company of Cary North Carolina in the amount not to exceed \$126,404.57.



APPROVE MINUTE ORDER

Consider approval of a minute order for the purchase of replacement backhoe using the Sourcewell Cooperative with Holt Texas in the amount not to exceed \$112,952.52.



DENY MINUTE ORDER



DENY MINUTE ORDER



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.**

Deere & Company
Cary, NC United States

Certificate Number:
2021-832167

Date Filed:
12/13/2021

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.

BuyBoard Contract 611-20
Purchase of John Deere Equipment

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

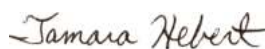
5 Check only if there is NO Interested Party.**6 UNSWORN DECLARATION**

My name is Tamara Hebert, and my date of birth is [REDACTED].

My address is 2000 John Deere Run, Cary, NC, 27513, U.S.
(street) (city) (state) (zip code) (country)

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

Executed in Wake County, State of North Carolina, on the 13 day of December, 20 21.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)



City of Burleson

City Council

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

AGENDA INFORMATION SHEET

DEPARTMENT: Information Technology
DIRECTOR: Charley Hight
DATE: 01/03/2022

SUBJECT

Consider approval of an interlocal agreement between the North Central Texas Council of Governments and City of Burleson for the purchase of a 4-year subscription of Nearmap in the amount not to exceed \$37,000.00. *(Staff contact: Charley Hight, Interim Director of Information Technology)*

Attachments

Department Memo
Presentation
Nearmap ILA

Respectfully submitted:

Charley Hight
Interim IT Director
Information Technology
817-235-2883

DEPARTMENT MEMO

DEPARTMENT: Information Technology

FROM: Charley Hight

MEETING: January 3, 2022

SUBJECT:

Consider approval of an Interlocal Agreement between The North Central Texas Council of Governments and City of Burleson for the purchase of a 4-year subscription of Nearmap in the amount not to exceed \$37,000.00.

SUMMARY:

City staff have determined that it would be operationally beneficial for map-based information systems to include the Nearmap's recurring oblique imagery, as the resource provides information for a multitude of uses throughout the city. This software is available for purchase through the COG or Nearmap. However, the COG can offer this data more cost effectively, as the cost is shared through a number of entities, as opposed to the City arranging to obtain the imagery on its own.

Benefits:

- Updated regularly and available instantly
- View reality from multiple directional perspectives (Oblique option)
- Access to historical imageries
- Advanced tools for remote measurement and analysis
- Map export for analysis in leading GIS and design platforms for engineering

Examples of how staff would utilize the imagery:

- Virtual site visits
- Complaint investigations, through timeline changes
- Review of unfamiliar environments with reliable imagery for emergency and public safety response
- Improve GIS data accuracy
- Export map for use in preferred platforms, such as ArcGIS, AutoDesk, AutoCAD, etc.

OPTIONS:

- 1) Approve the minute order
- 2) Deny the minute order

RECOMMENDATION:

Approve an Interlocal Agreement between The North Central Texas Council of Governments and City of Burleson for the purchase of a 4-year subscription of Nearmap in the amount not to exceed \$37,000.00.

FISCAL IMPACT:

Budgeted Y/N: N

Fund Name: Support Services

Full Account #: 504-1511-412.42-04

Amount: \$9,250.00 - 1st year

Budgeted Y/N: Y

Fund Name: Support Services

Full Account #: 504-1511-412.42-04

Amount: \$27,750.00 – 3 years

STAFF CONTACT:

Name: Charley Hight
Department: Information Technology
Email: Chight@burlesontx.com
Phone: 817-426-9671



Nearmap

City Council

January 3, 2022

Nearmap

- Consider approval of an Interlocal Agreement between The North Central Texas Council of Governments and City of Burleson for the purchase of a 4-year subscription of Nearmap in the amount not to exceed \$37,000.00.
- City staff have determined that it would be operationally beneficial for map-based information systems to include the Nearmap's recurring oblique imagery, as the resource provides information for a multitude of uses throughout the city. This software is available for purchase through the COG or Nearmap. However, the COG can offer this data more cost effectively, as the cost is shared through a number of entities, as opposed to the City arranging to obtain the imagery on its own.

Nearmap Benefits

Benefits:

- Updated regularly and available instantly
- View reality from multiple directional perspectives (Oblique option)
- Access to historical imageries
- Advanced tools for remote measurement and analysis
- Map export for analysis in leading GIS and design platforms for engineering

Examples of how staff would utilize the imagery:

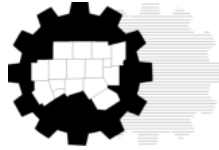
- Virtual site visits
- Complaint investigations, through timeline changes
- Review of unfamiliar environments with reliable imagery for emergency and public safety response
- Improve GIS data accuracy
- Export map for use in preferred platforms, such as ArcGIS, AutoDesk, AutoCAD, etc.

Nearmap

- **Staff Recommendation:**

Approve an Interlocal Agreement between The North Central Texas Council of Governments and City of Burleson for the purchase of a 4-year subscription of Nearmap in the amount not to exceed \$37,000.00.

Questions / Comments



North Central Texas Council of Governments

**INTERLOCAL AGREEMENT BETWEEN
THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS AND
CITY OF BURLESON**

WHEREAS, the North Central Texas Council of Governments (NCTCOG) is a voluntary association of, by and for local governments and has an interest in providing information to its members to support planning, engineering, public safety, and municipal management activities; and,

WHEREAS, the **City of Burleson** (Entity), wishes to have its map-based information system include the Nearmap's recurring and/or oblique imagery and has determined that the acquisition of this resource provides information for a multitude of uses throughout the Entity and thus serves a valid public purpose; and,

WHEREAS, the Entity requires this information to accomplish this purpose and has determined that NCTCOG can provide this information; and,

WHEREAS, this Agreement is authorized by Chapter 791 of the Texas Government Code; and,

WHEREAS, NCTCOG and Entity are local governments as that term is defined in Section 791.003(4) of the Texas Government Code; and,

WHEREAS, Section 791.025 of the Texas Government Code authorizes local governments to agree with another local government to purchase goods and services; and,

WHEREAS, a local government that purchases goods and services under Section 791.025 of the Texas Government Code satisfies the requirement of the local government to seek competitive bids for the purchase of goods and services; and,

WHEREAS, NCTCOG and Entity, acting by and through their respective governing bodies, adopt the foregoing premises as findings of said governing bodies.

NOW, THEREFORE, the parties, Entity and NCTCOG, agree to the following terms and conditions regarding the purchase of Nearmap's recurring and/or oblique imagery under Master Service Agreement #2020-078.

I. LICENSE AGREEMENT

The personnel specified in Appendix A will serve as points of contact for their respective organizations. NCTCOG has contracted with Nearmap to provide their product at negotiated not-to-exceed rates to the North Texas region.

Nearmap retains all ownership of intellectual property rights in its aerial and oblique imagery and data. Entity is purchasing a data license through NCTCOG and pursuant to the subscription terms set out in Appendix B. Notwithstanding **Section 2.3 of Appendix B**, Entity is permitted to grant access to the Content under the License to its contractor(s) for the purpose of performing work for Entity, provided that the contractor(s) enter into an agreement which requires them to (a) use the Content only to the extent necessary to perform work for the Entity, and (b) immediately delete and destroy the Content in their control or possession at the completion of such work. Entity understands and agrees that it is responsible for compliance with Appendix B and its failure may result in NCTCOG disabling or revoking its data license(s) hereunder.

II. OBLIGATIONS

NCTCOG agrees to provide the Product(s) listed below for Entity's use consistent with the terms herein. Upon delivery of the Product(s), NCTCOG shall invoice Entity in the amount(s) provided and Entity agrees to pay NCTCOG within thirty (30) days.

Coverage Area: 86 square miles

Subscription Term – 4 years

Recurring Aerial Photography	Amount
1-year subscription	0
3-year subscription	0
4-year subscription	0

Recurring Aerial Photography + Obliques	Amount
1-year subscription	0
3-year subscription	0
4-year subscription	\$8750.00

Public Facing Option	Amount
1-year subscription	0
3-year subscription	0
4-year subscription	\$500.00

Annual Subscription Cost	\$9250.00
Total Subscription Cost	\$37,000.00

You have agreed to the payment terms listed above and have secured the total amount with purchase order (PO) number _____ (please enter PO number and send PO document with returned agreement).

Invoice Term (circle one): **Full Payment** **Invoice Annually (at beginning of term)**

III. TERMINATION

Provisions for terminating Nearmap's aerial and/or oblique imagery subscription can be found in Appendix B. Section 6. In the event Entity terminates this Agreement early for any reason, all funds paid to NCTCOG by Entity are non-refundable. In the event payment obligations for Entity's subscription exceed the amounts paid at the time of early termination, Entity shall be responsible for payment of all such amounts to NCTCOG subject to the non-appropriation clause contained herein.

IV. MISCELLANEOUS

Entirety of Agreement The terms and provisions of this Agreement constitute the entire agreement of the undersigned parties and in the event of a conflict between this Agreement and any attachment thereto, the terms of this Agreement shall prevail.

Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of Texas and venue shall lie exclusively in Tarrant County, Texas. In performing its obligations hereunder, each party shall operate and perform in accordance with all applicable state and federal laws.

Severability. In the event that one or more 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 of the Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein, and shall not affect the remaining provision of this Agreement, which shall remain in force and effect.

Assignment. No party to this Agreement may assign or otherwise transfer any of its interest in this Agreement without the express written consent of the other party.

Immunity. It is expressly understood and agreed that in the execution of this Agreement, that the parties, either individually or jointly, do not waive, nor shall they be deemed to waive, any immunity or defense that would otherwise be available to each against claims arising in the exercise of its powers or functions.

Non-appropriation of Funds. Each party paying for the performance of governmental functions in this Agreement must make those payments from current revenues available to the paying party. In the event no funds or insufficient funds are appropriated by the Entity in any fiscal period for any payments due hereunder, Entity will notify NCTCOG of such occurrence and this

Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the Entity of any kind whatsoever, except as to the portions of the payments herein agreed upon for which funds shall have been appropriated.

Force Majeure. The Entity and NCTCOG shall exercise their best efforts to meet their respective duties and obligations as set forth in this Agreement, but shall not be held liable for any delay or omission in performance due to force majeure or other causes beyond their reasonable control. (force majeure), including, but not limited to, compliance with any government law, ordinance or regulation, acts of God, acts of the public enemy, fires, strikes, lockouts, natural disasters, wars, riots, material or labor restrictions by any governmental authority, transportation problems and/or any other similar causes.

Certification. The undersigned are properly authorized to execute this Agreement on behalf of the parties. and each party certifies to the other that any necessary resolutions extending such authority have been fully passed and are now in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.

NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS



11/18/2021

Mike Eastland
Executive Director
616 Six Flags Drive, Suite 200
Arlington, Texas 76011

Date

City of Burleson

Signature

Date

Name: _____

Title: _____

Street Address: _____

City, State, Zip: _____

11/18/2021

APPENDIX A

NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS

	MAIN CONTACT		ADDITIONAL CONTACT	
Name:	Shelley Broyles		Donna Coggeshall	
Title:	GIS Project Coordinator		Research Manager	
Department	Research and Information Services		Research and Information Services	
Organization:	NCTCOG		NCTCOG	
Street Address:	616 Six Flags Drive, Suite 200		616 Six Flags Drive, Suite 200	
City, State, Zip	Arlington, Texas 76011		Arlington, Texas 76011	
Phone/Fax:	(817) 695-9156	(817) 640-4428	(817) 695-9168	(817) 640-4428
E-mail:	sbroyles@nctcog.org		dcoggeshall@nctcog.org	

PLEASE READ THIS PRODUCTS AGREEMENT CAREFULLY. BY ACCEPTING THIS AGREEMENT EITHER BY CLICKING A BOX INDICATING YOUR ACCEPTANCE OR EXECUTING A QUOTE, YOU AGREE TO BE BOUND BY THIS PRODUCTS AGREEMENT, THE QUOTE AND ALL TERMS INCORPORATED BY REFERENCE. IF YOU DO NOT AGREE TO ALL OF THESE TERMS, DO NOT ACCESS OR USE, YOU MUST NOT ACCEPT THIS PRODUCTS AGREEMENT AND NOT USE ANY NEARMAP PRODUCTS AND SERVICES.

PRODUCTS AGREEMENT

Recitals

- A. Nearmap is a provider of aerial photography and associated products and services.
- B. Nearmap agrees to supply the Licensee with the Products described in the Quote, subject to the terms of this agreement, the Additional Terms and Conditions, Product-Specific Terms, any Schedules and the Quote which together constitute the legal agreement between the Licensee and Nearmap (the "**Agreement**").

Definitions of capitalized words are set out in section 18 of the Agreement.

1. GRANT OF LICENSE TO USE PRODUCTS

- 1.1 **Grant** Subject to the terms of this Agreement and payment by the Licensee of the Fees, Nearmap grants to the Licensee a limited, non-exclusive, non-transferrable license for the Term to use the Products for and to the extent of the Permitted Purpose (the "**License**").
- 1.2 **Authorized Users** The Products available under this License are only to be used by the total number of Authorized Users. The Licensee shall implement reasonable controls to ensure that it does not exceed the number of Authorized Users. If the number of users exceeds the total number of Authorized Users, the Licensee will be in breach of this Agreement.
- 1.3 **Renewal** Upon the expiration of the initial Term, this Agreement subject to any amendments to this Agreement required by Nearmap, shall be renewed automatically for successive renewal terms of twelve (12) months each (each a "**Renewal Term**") unless terminated by either party by providing at least 30 days' written notice of its intention not to renew this Agreement prior to the expiry of the initial Term or any current Renewal Term.
- 1.4 **Replacement Product** Nearmap may from time to time supply the Licensee with a replacement Product of no lesser quality than the previously supplied Product at its absolute discretion. If requested by Nearmap, the Licensee must stop using any previously supplied Product and use the replacement Product from the date of delivery from Nearmap.
- 1.5 **Acknowledge Nearmap source** The Licensee must expressly acknowledge Nearmap, in a reasonably prominent manner (by displaying the Nearmap logo or other appropriate attribution), as the source of any Product or Derivative Works that the Licensee uses, copies, modifies or distributes. Unless otherwise permitted in writing, the Licensee must not remove or cause to be removed any Nearmap logo, watermark or other Nearmap attribution in any Product or Derivative Works.
- 1.6 **Periodic Allowance** Nearmap measures data usage by the Licensee under this License. In using the Products, the Licensee's consumption of data and/or area during the Period is allowed to exceed the Periodic Allowance provided that the Licensee agrees to upgrade to the level of actual usage during the Term for the next Renewal Term. The following conditions apply to the Licensee's Periodic Allowance:
- (a) the Periodic Allowance used by the Licensee will be calculated at the end of every Period based on the total data and/or area usage of all users who access and use the Licensee's Nearmap account during that Period;
 - (b) if the Licensee elects to download and/or export Products available to the Licensee on the Website, this will be applied to the Periodic Allowance. The Licensee may have the option to elect to download high resolution images. Downloading these images may use a higher portion of data of the Periodic Allowance than downloading a lower resolution image;
 - (c) if the Licensee does not consume its Periodic Allowance in any given Period, the balance will not be rolled over to a following Period;
 - (d) Nearmap will not charge the Licensee any additional fees if the Licensee's data and/or area consumption during the Period exceeds the Periodic Allowance.
 - (e) Nearmap will provide notice to the Licensee if it exceeds the Periodic Allowance for any Period.
- 1.7 **Unavailability** Subject to section 12, if a Product is not available for a period of 3 consecutive days, the Term will be extended by the period of such unavailability.

2. RESTRICTIONS ON RIGHT TO USE PRODUCTS

- 2.1 **Permitted Purpose** The Products must only be used for the Permitted Purpose.
- 2.2 **No right to distribute, transfer, resell, assign or sublicense** This License is granted only to the Licensee. The Licensee must not distribute, transfer, resell, assign, rent, lease or sublicense any Product or any of the Licensee's rights under this License without Nearmap's prior written consent.
- 2.3 **No third party access** Unless otherwise provided in this Agreement, the Licensee must not make any Product available in any medium or manner to any third party (including the Licensee's subsidiaries, affiliates and lower-level governments).
- 2.4 **Employees** The Licensee may make Products available to any employee of the Licensee, subject to that person complying with the terms of the Agreement as if they were a party to it and the total number of Authorized Users has not been exceeded. Such employees are deemed to be Authorized Users. The Licensee is responsible and liable for any person who uses the Licensee's account access details or uses Products made available to the Licensee in breach of this

Agreement, including, without limitation, for any additional fees that become payable if the Licensee exceeds the number of Authorized Users.

- 2.5 **No machine learning** The Licensee must not conduct machine learning work in connection with this Agreement or any Products, which includes but is not limited to any:
- (a) machine learning models (including the model form and model parameters);
 - (b) outputs of machine learning models;
 - (c) software that processes or transforms input data for training a machine learning model or getting a prediction from a machine learning model into a format suitable for training or making such prediction; or
 - (d) software used to train a machine learning model or compute outputs of a machine learning model for a given set of input data.
- 2.6 **No caching and creation of database** Except as expressly permitted under this Agreement, the Licensee is not permitted to:
- (a) use its access to the Products under this Agreement for the purposes of creating a database of imagery for resale, distribution, sub-license or other commercial purposes and mass downloads or bulk feeds of any imagery; and
 - (b) pre-fetch, retrieve, cache, index, or store any Content or portion of the Products.
- 2.7 **Restriction on integration methods** The Licensee is only permitted to use API integration method authorized by Nearmap, or other integration methods authorized by Nearmap in writing, including but not limited to integration with the Licensee's or other third party platforms or software for the term of this Agreement.
- 2.8 **Limits on use of Website** In the Licensee's use of the Website, the Licensee must not (without the prior written consent of Nearmap):
- (a) provide a link to another URL;
 - (b) upload content or other information to the Website (except as necessary to use the Products);
 - (c) do anything to damage, interfere or disrupt access to the Website or do anything which might impair its functionality;
 - (d) use the Website in any way to send unsolicited email (commercial or otherwise) or any other material for marketing or publicity purposes;
 - (e) publish, post, distribute, disseminate or otherwise transmit, defamatory, offensive, infringing, obscene, indecent or other unlawful or objectionable or confidential material or information;
 - (f) make available, upload or distribute by any means any material or files that contain any viruses, bugs, corrupt data, "trojan horses", "worms" or any other harmful software;
 - (g) remove any content or information from the Website, other than that permitted under the terms of this License;
 - (h) falsify the true ownership of a Product or other material or information made available via the Website;
 - (i) obtain or attempt to obtain unauthorized access, through whatever means, to the Website;
 - (j) use the Website other than in accordance with this Agreement;
 - (k) attempt any of the above acts or engage, encourage or permit another person to do any of the above acts; or
 - (l) provide or allow access which exceeds the total number of Authorized Users in connection with use of the Product.
- 2.9 **Breach** If the Licensee breaches any of sections 2.1 to 2.8 inclusive, Nearmap reserves its rights to terminate the Agreement in accordance with section 6.2, restrict the Licensee's access to the Products, and take any other steps available to it at law.
- #### 3. THE LICENSEE'S ACCESS TO PRODUCTS AND SERVICES
- 3.1 **Authorized Users** Any password/ID issued by Nearmap to an Authorized User is personal and confidential to that Authorized User. If Nearmap suspects that any password/ID is being used by an unauthorized person, by a different Authorized User to the person to whom it was issued or the number of Authorized Users has been exceeded, Nearmap may:
- (a) cancel that password/ID;
 - (b) restrict the Licensee's access to the Product to low resolution imagery, or apply any other restrictions on access that Nearmap determines in its absolute discretion;
 - (c) immediately cease the Licensee's access to the Product;
 - (d) require the Licensee to pay for any additional fees due based on the standard Nearmap Fees for the applicable Product, in respect of any such unauthorized use; and/or

- (e) exercise any other right available to Nearmap under the terms of this Agreement or at law.
- 3.2 **Downtime** Nearmap will use reasonable efforts to ensure that the Website remains available but cannot guarantee that this will be the case at all times. Nearmap agrees that, wherever possible, all planned maintenance will be done out of normal Operational Hours to ensure optimal uptime of the Website. When Nearmap becomes aware of any Fault, Nearmap will use reasonable efforts to:
- (a) allocate such resources as may be necessary to remedy the Fault; and
 - (b) otherwise take all reasonable steps to remedy the Fault so as to minimize any disruption to the Licensee's use of the Products.
- 3.3 **Expiry** The Licensee's License will expire at the end of the Term unless renewed in accordance with section 1.3 and may be suspended or terminated in accordance with section 6.2 if the Licensee is in breach of this Agreement.
- 3.4 **Unauthorized Use** Licensee shall take reasonable steps to prevent unauthorized access to the Products, including without limitation protecting its passwords and other log-in information. The Licensee shall notify Nearmap immediately of any known or suspected unauthorized use of the Products or breach of its security and shall use best efforts to stop said breach and minimize the adverse impact of said breach on Nearmap.
- 3.5 **Audit** During the Term of this Agreement and for two (2) years after termination or expiry of this Agreement, the Licensee shall maintain records regarding its use of the Products according to its record keeping policies and procedures. The Licensee shall permit Nearmap (or its auditors) access to the Licensee's records pertaining to the Licensee's use of the Products. Nearmap will give at least thirty (30) days prior written notice of an audit and will not conduct an audit more than once per calendar year unless non-compliance findings are noted, in which case the audit period may be extended.
- 3.6 **Audit Findings** If an audit results in findings of non-compliance, Nearmap may, at its discretion (a) invoice any additional license fees due based on the standard Nearmap Fees in place at the time of the original license grant, (b) recover the reasonable cost of the audit if additional Fees exceed five (5) per cent of the Fees paid during the audit period and (c) terminate this Agreement in accordance with section 6. Licensee must pay all invoices issued under this section within thirty (30) days following the date of invoice or such other period agreed between the parties.

4. FEES

- 4.1 **Fees** The Fees payable by the Licensee are set out in the Quote.
- 4.2 **Payment** The Fees are payable by the Licensee to Nearmap in the manner and by the due date as set out in the Quote at the beginning of each Term unless otherwise agreed by Nearmap. Where the Fees are payable by credit card, the Licensee authorizes Nearmap to charge the Licensee's credit card for all purchased Products listed in the Quote for the initial Term and any Renewal Term.
- 4.3 **No cancellation** Subject to section 4.4, all Fees are non-cancellable and non-refundable except as expressly set out in the Agreement.
- 4.4 **Refund of Fees** If the Licensee is not in breach of the Agreement, and Nearmap elects to terminate the Agreement under section 6.3, Nearmap will refund the Licensee any pre-paid fees relating to the portion of Term remaining as at the date of termination.
- 4.5 **Taxes** Unless otherwise stated, Fees and Late Payment Fee do not include any direct or indirect local, state, provincial, federal or foreign taxes, levies, duties or similar governmental assessments of any nature, including value-added, excise, use or withholding taxes (collectively, "Taxes"). Licensee is responsible for paying all Taxes except those assessable against Nearmap based on its income.
- 4.6 **Late Payment** If a scheduled Fee payment is still overdue after thirty (30) days' notice from Nearmap to remedy the payment default, the Licensee agrees that Nearmap may charge the Licensee a Late Payment Fee and/or immediately limit or terminate access to the Products provided under this License.
- 4.7 **Amendments** Fees of the relevant Product may only be increased at the end of the Term (including any Renewal Term) subject to Nearmap and the Licensee agreeing in writing.

5. THE LICENSEE'S WARRANTIES

- 5.1 **Warranty** The Licensee warrants that:
- (a) any information the Licensee supplies to Nearmap in respect of the Agreement is complete and correct. The Licensee must keep Nearmap informed of any change to the Licensee's information provided to Nearmap, including any change to the Licensee's contact details, or the details of a credit card used for payment;
 - (b) the Licensee will immediately notify Nearmap of any usage of any Product outside the Permitted Purpose, and provide any other information reasonably requested by Nearmap;
 - (c) the Licensee has the power to enter into this Agreement and to perform the obligations under it; and
 - (d) the Licensee has and will comply with all relevant laws relating to the Licensee's use of the:
 - (i) License;
 - (ii) Products; and
 - (iii) Website.

6. TERMINATION AND EXPIRY

- 6.1 **Initial Term** This Agreement commences on the Commencement Date and continues until expiry of the Term unless terminated earlier in accordance with the terms of this Agreement or renewed under section 1.3.
- 6.2 **Termination by Either Party** Either party may terminate this Agreement with immediate effect by giving notice to the other party if:
- (a) the other party breaches any of its obligation under this Agreement capable of remedy and fails to remedy that breach within fourteen (14) days after receiving notice requiring it to do so;
 - (b) the other party breaches any of its obligations under this Agreement incapable of remedy and Content; or
 - (c) the other party files for protection under bankruptcy laws, makes an assignment for the benefit of creditors, appoints or suffers appointment of a receiver or trustee

over its property, files a petition under any bankruptcy or insolvency act or has any such petition filed against it which is not discharged within sixty (60) days of the filing thereof or admits in writing its inability to pay its debt generally as they become due.

- 6.3 **Termination by Nearmap** Notwithstanding anything else in the Agreement but subject to section 4.4, Nearmap has the right, in its absolute discretion and upon giving the Licensee 10 Business Days' notice, to terminate the Agreement and the License.
- 6.4 **Consequences** If the Agreement is terminated under sections 6.2 or 6.3 or expires at the end of the Term:
- (a) the License immediately terminates and the Products will no longer be available to the Licensee;
 - (b) The Licensee must immediately destroy, delete or return to Nearmap all Products; and
 - (c) subject to section 7.3, the Licensee and the Authorized Users are not permitted to use any Products for any purpose.
- 6.5 **Costs** Nearmap reserves all rights following termination of this Agreement, including any rights available to Nearmap to collect any outstanding Fees which may be owed by the Licensee.
- 6.6 **Continuing obligations** After expiry or termination of the Agreement or a License, sections 1.5, 2, 4, 6.5, 7, **Error! Reference source not found.**, 9, 10, 13, 14, 15, and 17 will still be on the Licensee in relation to Products licensed or obtained during the Term.

7. INTELLECTUAL PROPERTY

- 7.1 **Ownership** Unless otherwise indicated, the Website, the Products, the Content, and all associated Intellectual Property Rights, data, information and software are owned by Nearmap and are protected by copyright, moral rights, trademark and other laws relating to the protection of intellectual property. Nearmap reserves all of its Intellectual Property Rights. Except for the limited License granted to the Licensee in section 1.1, no ownership or Intellectual Property Rights in the Website, any Product or Content will pass or be licensed to the Licensee.
- 7.2 **Trademarks** The Nearmap trademarks and all associated Intellectual Property Rights are owned by Nearmap. Nothing in the Agreement confers upon the Licensee any rights to use or modify any of Nearmap's trademarks, except that Nearmap grants the Licensee a royalty free, limited non-exclusive, non-transferrable, non-sublicensable license to reproduce and display Nearmap trademarks only to the extent necessary to comply with the Licensee's obligations under the Agreement. Any such reproduction and display of those marks must comply with the policies and rules Nearmap makes available to the Licensee from time to time.
- 7.3 **Derivative Works** Subject to compliance with all other terms of this Agreement, the Licensee is granted a non-exclusive right to produce and use Derivative Works for a Permitted Purpose. Unless otherwise notified to the Licensee by Nearmap, the Licensee may continue using Derivative Works following termination or expiry of this Agreement. For the avoidance of doubt, Nearmap will continue to own all rights in and to any Products and Content embedded in a Derivative Work, but all other rights in and to the Derivative Work will belong to the Licensee.

8. THIRD PARTY PROVIDERS

- 8.1 Nearmap engages Third Party Providers in order to provide the Products. The Licensee agrees to comply with all requirements and restrictions that Third Party Providers may impose on Licensee directly or indirectly by imposition on Nearmap, in relation to their respective products and/or services, at the time of, or subsequent to, the Agreement. The Licensee acknowledges that provision of the Products is subject to, and dependent upon, adequate delivery of products and services by the Third Party Providers. In accordance with section 9 of the Agreement, Nearmap's liability is reduced to the extent that loss or damage of any kind is caused or contributed to, by Third Party Providers. For the Licensee's convenience, Nearmap has set out in this section **Error! Reference source not found.** links to the terms and conditions of these Third Party Providers with which the Licensee is required to comply. The Licensee further acknowledges that by entering into the Agreement, the Licensee is deemed to accept the respective terms and conditions of Third Party Providers, which currently include the Third Party Providers set out below. Third Party Providers and their terms of supply may change from time to time during the Term of the Agreement.
- (a) **Google** Nearmap engages Google to supply navigation and geo-location data, and related content. By entering into the Agreement, the Licensee agrees to the Google Terms of Service as they apply to the Licensee. https://www.google.com/enterprise/earthmaps/legal/us/maps_purchase_agreement_apac.html
 - (b) **Amazon Web Services (AWS)** Nearmap engages Amazon Web Service, Inc. to provide services (the "AWS Services") which enables delivery of the Products. By entering into the Agreement, the Licensee agrees to comply with the AWS Customer Agreement (<http://aws.amazon.com/agreement/>) as it applies to the Licensee. Use of the Products is also subject to the Licensee's compliance with the following AWS policies:
 - (i) Privacy Policy (<http://aws.amazon.com/privacy/>)
 - (ii) Acceptable Use Policy (<http://aws.amazon.com/aup/>)
 - (iii) Terms of Use (<http://aws.amazon.com/terms/>)
 - (iv) Service Terms (<http://aws.amazon.com/serviceterms/>)
 - (v) Trademark Guidelines (<http://aws.amazon.com/trademark-guidelines/>)
 - (c) **NASA/NCAS** By entering into the Agreement, the Licensee agrees to the following NASA/NCAS terms and conditions: (<https://www.nearmap.com/us/en/legal/copyright>)

9. WARRANTY AND LIABILITY

- 9.1 **Warranty** Nearmap agrees to use industry standard GPS to ensure captured imagery has accurate geographical positioning.
- 9.2 **DISCLAIMER OF WARRANTIES** OTHER THAN AS SET FORTH IN SECTION 9.1, THE WEBSITE AND THE PRODUCTS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND TO THE FULLEST EXTENT PERMITTED BY LAW. NEARMAP AND ITS CONTENT PROVIDERS, AGENTS, MANDATARIES AND AFFILIATES EXPRESSLY DISCLAIM ANY AND ALL REPRESENTATIONS, WARRANTIES, CONDITIONS AND GUARANTEES, WHETHER EXPRESS, STATUTORY OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED REPRESENTATIONS, WARRANTIES, CONDITIONS OR GUARANTEES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND COURSE OF DEALING OR PERFORMANCE.
- 9.3 **NO REPRESENTATIONS** WHILE NEARMAP USES REASONABLE EFFORTS TO ENSURE THE ACCURACY, CORRECTNESS AND RELIABILITY OF THE CONTENT, THE PRODUCTS AND THE WEBSITE, NEARMAP MAKES NO REPRESENTATIONS, WARRANTIES, CONDITIONS OR GUARANTEES AS TO THE ACCURACY, CORRECTNESS OR RELIABILITY OF ANY PRODUCT OR CONTENT CONTAINED ON THE WEBSITE. THE PRODUCTS AND THE WEBSITE ARE SUBJECT TO ERRORS, OMISSIONS, INACCURACIES AND DISTORTIONS AND NEARMAP WILL NOT BE RESPONSIBLE FOR, OR LIABLE FOR ANY CLAIMS MADE BY OR ARISING OUT OF, ANY PERSON OR ENTITY SEEKING TO RELY ON ANY OF THE PRODUCTS OR THE WEBSITE.
- 9.4 **LIMIT OF LIABILITY** NEARMAP'S LIABILITY FOR: (A) A BREACH OF A WARRANTY UNDER SECTION 9.1; OR (B) A BREACH OF A REPRESENTATION, WARRANTY, CONDITION OR GUARANTEE WHICH IS IMPLIED OR IMPOSED IN RELATION TO THIS LICENSE UNDER LEGISLATION AND CANNOT BE EXCLUDED, WILL BE LIMITED TO, AT NEARMAP'S OPTION, REPLACING OR REPAIRING THE PRODUCTS OR SUPPLYING PRODUCTS EQUIVALENT TO THE RELEVANT PRODUCTS, OR PAYING THE COST OF REPLACING OR REPAIRING THE PRODUCTS.
- 9.5 **NO LIABILITY FOR CLAIMS** TO THE EXTENT PERMITTED BY LAW, IN NO EVENT WILL NEARMAP, ITS CONTENT PROVIDERS, AGENTS, MANDATARIES OR AFFILIATES BE LIABLE FOR ANY CLAIMS OF ANY KIND ARISING FROM OR CONNECTED WITH THE USE OF THE WEBSITE, THE CONTENT OR THE PRODUCTS, OR THE UNAVAILABILITY OF THE SAME, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF PROFITS OR LOSS OF DATA, AND DIRECT, INDIRECT, INCIDENTAL, PUNITIVE AND CONSEQUENTIAL DAMAGES, WHETHER IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), EXTRACONTRACTUAL LIABILITY, OR OTHERWISE. THE LICENSEE IS RESPONSIBLE FOR THE ENTIRE COST OF ALL SERVICING, REPAIR OR CORRECTION REQUIRED DUE TO THE LICENSEE'S USE OF THIS WEBSITE, THE CONTENT OR THE PRODUCTS. THIS EXCLUSION APPLIES, WITHOUT LIMITATION, TO ANY CLAIMS CAUSED BY OR RESULTING FROM RELIANCE BY A USER ON ANY INFORMATION OBTAINED FROM NEARMAP.
- 9.6 **AGGREGATE LIMIT** IN NO EVENT WILL THE AGGREGATE LIABILITY OF NEARMAP, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), EXTRACONTRACTUAL LIABILITY, PRODUCT LIABILITY, STRICT LIABILITY OR OTHER THEORY, ARISING OUT OF OR RELATING TO THE USE OF THE PRODUCTS, THE CONTENT OR THE WEBSITE EXCEED THREE TIMES THE AMOUNT OF ANY COMPENSATION OR FEE THE LICENSEE HAS PAID, IF ANY, TO NEARMAP FOR ACCESS TO OR USE OF THE PRODUCTS OVER THE 12 MONTH PERIOD PRIOR TO THE ALLEGED DEFAULT, BREACH OR EVENT GIVING RISE TO THE LIABILITY.
- 9.7 **Third Party Providers** The Licensee acknowledges that Nearmap relies on the services of Third Party Providers in order to supply the Products and related services. Without limiting any of the above, to the fullest extent permitted by applicable law, Nearmap will not be liable for any loss, damage, or cost of any kind, which is caused, or contributed to, by a third party service provider.
- 9.8 **Indemnity** To the extent permitted by law, the
- 9.9 **Notice of Claim** Nearmap will provide the Licensee with notice of any claim or allegation under section 1.1, and Nearmap has the right to participate in the defense of any such claim at its expense.

10. COPYRIGHT COMPLAINTS

- 10.1 Subject to section 9, if any third party brings a Claim against the Licensee alleging that the Licensee's use of the Products in accordance with this License infringes their copyright ("**Infringement Claim**"), Nearmap will defend the Licensee against the Claim and pay any settlement to which Nearmap consents or final court-awarded damages for which the Licensee is liable.
- 10.2 The Licensee must:
- promptly notify Nearmap of any such Infringement Claim;
 - not make any admissions in relation to the Infringement Claim without Nearmap's prior written consent;
 - permit Nearmap to conduct the defense of the Infringement Claim including all negotiations for settlement; and
 - provide Nearmap with any assistance reasonably requested to allow Nearmap to defend the Infringement Claim.
- 10.3 Nearmap will have no liability for any Infringement Claim:
- that arises from any:
 - use of the Product in violation of this Agreement;
 - modification of the Product by anyone other than Nearmap or a party authorized by Nearmap in writing to modify the portion of the Product applicable to the Infringement Claim; or
 - third-party products, services, hardware, software or other materials, or a combination of these with the Products, which would not be infringing without this combination; or

- if the Licensee fails to comply with section 10.2.

- 10.4 To the maximum extent permitted by law, this section 10 sets out Nearmap's sole and exclusive liability, and the Licensee's sole and exclusive remedy, for any third party Infringement Claims brought against the Licensee in relation to an infringement of Intellectual Property Rights.

11. PRIVACY POLICY

- 11.1 Nearmap will collect, use and disclose any personal information supplied by the Licensee as set out in Nearmap's Privacy Policy, as amended from time to time, and currently available at <https://www.nearmap.com/us/en/legal/privacy-policy>. The Licensee hereby consents to those collections, uses and disclosures..
- 11.2 To the maximum extent permitted by law, by entering into this Agreement, the Licensee expressly consents to receiving general emails relating to product updates, new products or anything related to the usage of the product from Nearmap but prior written consent is required to receive by email direct marketing communications from Nearmap.
- 11.3 By entering into this Agreement, the Licensee acknowledges that personal information provided by the Licensee in the course of accessing Products (including, without limitation, credit or debit card details provided by the Licensee for the purpose of paying Nearmap) may be disclosed to and held by one or more of Nearmap's third party suppliers and partners (including, without limitation, providers of payment processing services), and used by those third parties in connection with the supply of Products. Nearmap will have no liability whatsoever with respect to any personal information held by a third party in connection with the supply of Products.

12. FORCE MAJEURE

- 12.1 **Force Majeure Event** If a party is unable to perform or is delayed in performing an obligation under this Agreement (except for any obligation to pay money, including Fees) because of an act of war, terrorism, hurricane, earthquake, other act of God or of nature, r, embargo, or other cause beyond the performing party's reasonable control ("**Force Majeure Event**");
- that obligation is suspended but only so far and for so long as that party is affected by the Force Majeure Event; and
 - the affected party will not be responsible for any loss or expense suffered or incurred by the other party as a result of, and to the extent that, the affected party is unable to perform or is delayed in performing its obligations under this Agreement because of the Force Majeure Event.
- 12.2 **Notice of Force Majeure Event** If a Force Majeure Event occurs, the party affected by the Force Majeure Event must:
- Promptly (when reasonably possible to do so) give the other party notice of the Force Majeure Event and an estimate of the non-performance and delay;
 - take all reasonable steps to overcome the effects of the Force Majeure Event; and
 - resume compliance as soon as practicable after the Force Majeure Event no longer affects it.

13. CONFIDENTIALITY

- 13.1 The Licensee must not use any Confidential Information for any purpose not expressly permitted hereunder, unless permitted by law. The Licensee will disclose Confidential Information only to its employees who have a need to know for purposes of this Agreement and who are under a duty of confidentiality no less restrictive than the Licensee's duty hereunder. The Licensee will protect Confidential Information from unauthorized use, access, or disclosure in the same manner as it would protect its own confidential or proprietary information of similar nature and with no less than reasonable care.

14. NOTICES

- 14.1 All notices and consents will be in writing and will be considered delivered and effective upon receipt (or when delivery is refused) when (a) personally delivered; (b) sent by registered or certified mail (postage prepaid, return receipt requested); (c) sent by nationally recognized private courier (with signature required and all fees prepaid); or (d) sent by email with confirmation of transmission. Notices must be sent to the Licensee at the address set forth in the Quote (or if none is specified, the address to which Nearmap sends invoices) and for Nearmap to 10897 South River Front Parkway, Suite 150 South Jordan, UT 84095, USA, or at another address as a party may designate in writing.

15. TECHNOLOGY EXPORT

- 15.1 The Licensee shall not: (a) permit any third party to access or use the Product in violation of any U.S. or Canadian law or regulation; or (b) export any software provided by Nearmap or otherwise remove it from the United States or Canada except in compliance with all applicable U.S. and Canadian laws and regulations. Without limiting the generality of the foregoing, the Licensee shall not permit any third party to access or use the Product in, or export such software to, a country subject to a United States embargo (as of the Effective Date, Cuba, Iran, North Korea, Sudan, and Syria) or a Canadian embargo.

16. NEARMAP NOW

- 16.1 **Survey** During the Term, the Licensee may request a survey of an area which is not covered (in its entirety or in part) by the Coverage Area ("**Survey**"). The Licensee must provide a detailed description of the area that is to be covered by the Survey and which is to be included in the Survey Specification. Upon receipt of such a request in writing, Nearmap may, in its absolute discretion, agree to provide the Survey to the Licensee for a Survey Fee.
- 16.2 **Delivery of Survey** Subject to sections 12 and 16.1, Nearmap will deliver the Survey to the Licensee by uploading the Survey to the Website within 6 months of the date on which Nearmap receives payment of the Survey Fee in full from the Licensee. Nearmap will notify the Licensee in writing once the Survey has been uploaded to the Website.
- 16.3 **Availability to other Nearmap customers** Nearmap may, at its absolute discretion, allow other customers of Nearmap to access the Survey on the Website.

16.4 **Refund of Survey Fee** If the Licensee is not in breach of the Agreement and Nearmap elects to terminate the Agreement under section 6.3 prior to delivery of the Survey, Nearmap will refund the Survey Fee to the Licensee.

16.5 **Other Products** This Section 16 will not be applicable to the Licensee if the Licensee has not purchased a Survey.

17. MISCELLANEOUS TERMS

17.1 **Nearmap customer** Licensee grants Nearmap the right to use Licensee's name and logo to identify as a Nearmap customer for marketing or promotional purposes in public or private communications with our existing or potential customers, subject to Licensee's standard trademark usage guidelines as provided to us from time-to-time.

17.2 **Additional Terms and Conditions** The Additional Terms and Conditions form part of, and should be read in conjunction with, this Agreement.

17.3 **Precedence of Documents** This Agreement is comprised of:

- (a) the Additional Terms and Conditions;
- (b) the Quote;
- (c) any Product-Specific Terms; and
- (d) this products agreement.

If there is any ambiguity or inconsistency between the documents comprising the Agreement, the document appearing higher in the list will have precedence.

17.4 **Independent Contractors** The parties are independent contractors and will so represent themselves in all regards. Neither party is the agent of the other, and neither may make commitments on the other's behalf. The parties agree that neither party's employee or contractor is an employee of the other party.

17.5 **Construction** The parties agree that the terms of this Agreement result from negotiations between them. This Agreement will not be construed in favor of or against either party by reason for authorship.

17.6 **Waiver** Neither party will be deemed to have waived any of its rights under this Agreement by lapse of time or by any statement or representation other than by an authorized representative in an explicit written waiver. No waiver of a breach of this Agreement will constitute a waiver of any other breach of this Agreement.

17.7 **Severability** If one or more of the terms of the Agreement are found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining terms will not be affected.

17.8 **Amendments** Other than as expressly specified in this Agreement, this Agreement may only be varied with the written consent of Nearmap and the Licensee.

17.9 **Assignment** This Agreement shall not be assigned by either party without the prior written consent of the other party which shall not be unreasonably withheld; provided, however, that Nearmap may, upon written notice to the Licensee, assign all of its rights under this Agreement to (i) a parent, subsidiary or Affiliate of Nearmap, (ii) a purchaser of all or substantially all assets related to this Agreement, or (iii) a third party participating in a merger, acquisition, sale of assets or other corporate reorganization in which Nearmap is participating. Any attempt to assign this Agreement in violation of this provision shall be void and of no effect. This Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.

17.10 **Entire Agreement** This Agreement:

- (a) comprises the entire agreement and understanding between the parties on everything connected with the subject matter of this Agreement; and
- (b) supersedes any prior agreement or understanding on anything connected with that subject matter.

17.11 **Counterparts** This Agreement may consist of a number of counterparts and if so the counterparts taken together constitute one and the same instrument. This Agreement is not binding on any party unless one or more counterparts have been duly executed by, or on behalf of, Nearmap and the Licensee.

17.12 **Language** The parties have expressly agreed that this Agreement and all ancillary agreements, documents or notices relating thereto be drafted solely in the English language. Les parties aux présentes ont expressément convenu que ce accord et toute autre convention, document ou avis y afférent soient rédigés en anglais seulement.

17.13 **Governing Law** This Agreement will be governed by and construed in accordance with the laws of the State where the Licensee is carrying on business applicable to agreements made and to be entirely performed within that state, without resort to its conflict of law provisions.

18. DEFINITIONS

In this Agreement:

Additional Terms and Conditions means the additional terms and conditions (if any) set out in the Quote.

Affiliate means, with respect to Nearmap, any entity that controls or is controlled by Nearmap, or is under common control with Nearmap. For purposes of this definition, an entity shall be deemed to control another entity if it owns or controls, directly or indirectly, at least fifty per cent (50%) of the voting equity of another entity (or other comparable interest for an entity other than a corporation).

API means application programming interface.

Authorized User means the number of persons specified in the "Seats" section of the Quote, who have been granted access to the Product by the Licensee pursuant to the term and conditions of this Agreement and who either has been assigned a unique Nearmap user login credential or whom the Licensee has assigned a user login credential that enables access to the Product.

Auto Renew means the section of the Quote titled "Auto Renew".

Business Days means any day other than a Saturday, a Sunday or a recognised public holiday in Utah, USA.

Claim means any claim, cost (including legal costs on a solicitor and client basis), damages, debt, expense, tax, liability, loss, obligation, allegation, suit, action, demand, cause of action, proceeding or judgment of any kind however calculated or caused, and whether direct or indirect, consequential, incidental or economic.

Commencement Date means (a) for New Subscription Quotes, the date as specified in the "Contract Commencement" section or the "Subscription Start Date" section of the Quote, whichever is later, or (b) for Renewal Quotes or Amendment Quotes, the date as specified in the "Subscription Start Date" section of the Quote.

Commercial Purpose means to distribute, transfer, sell, sub-license or pass possession of any Products (in whole or in part) for the purpose of direct commercial benefit or gain by the Licensee.

Confidential Information means the terms of this Agreement, the pricing, and any other information relating to the business, finances, strategy, methods, processes, products, metadata, services or other affairs of Nearmap or its representatives or related bodies corporate which is disclosed to, learnt by or accessed by the Licensee in connection with the Agreement, whether before or after the Licensee entered into the Agreement, whether orally, electronically, in writing or otherwise, but excludes information which:

- (a) is or becomes part of the public domain otherwise than as a consequence of a breach of the Agreement;
- (b) the Licensee has obtained from a source other than Nearmap which source is entitled to disclose it; or
- (c) the Licensee has developed or acquired independently before the date of the Agreement, and can provide reasonable proof.

Content means any content made available by or on behalf of Nearmap to the Licensee in connection with the License, whether or not through the Website or an API.

Coverage Area means the area specified in the "Coverage" section of the Quote for which Nearmap has available Products, which may cover part or all of that area and which may cover part (but not all) of the area covered by the Survey.

Derivative Work means any new work created by or for the Licensee that incorporates, embeds or includes all or part of a Nearmap Product or Content.

Fault means any fault, failure, error or defect which prevents the Licensee from accessing the Products, other than where access is prevented due to a planned outage, because of an unforeseeable event beyond Nearmap's reasonable control or any conduct or activity undertaken by the Licensee, the Licensee's employees or agents or mandataries.

Fees means the fees specified in the Quote payable by the Licensee for the License, or as otherwise agreed in writing between Nearmap and the Licensee.

Intellectual Property Rights includes all industrial and intellectual property rights throughout the world including copyright, moral rights, trademarks, patents, rights to protect confidential information and any other similar rights.

Late Payment Fee means a fee, as notified by Nearmap to the Licensee, corresponding to the costs incurred by Nearmap (including, without limitation, administrative and other costs) in recovering any payment not made by the Licensee on the due or scheduled date for payment. Late fees incur interest at the rate of 1.5% per month (being 18% per year).

License means the license granted in section 1.1.

Licensee means the person or entity specified in the "Customer Name" section of the Quote.

Nearmap means Nearmap US, Inc.

Operational Hours means 9am to 5pm PT.

Period means the period specified in the "Allowance" section of the Quote unless otherwise agreed in writing between Nearmap and the Licensee.

Periodic Allowance means the data and/or area allowance specified in the "Allowance" section of the Quote unless otherwise agreed in writing between Nearmap and the Licensee.

Permitted Purpose means the use of Products by the Licensee for internal purposes in the Licensee's ordinary business, and at all times excludes any:

- (a) Commercial Purpose;
- (b) Unlawful Purpose;
- (c) Integration or attempt to integrate the Product in an internal system of the Licensee or of a third party; and
- (d) Redistribution or copying of files, images, photographs or making such files, images or photographs available in any medium or manner that is contained in the Products to any third party (except as expressly permitted under this Agreement).

Products means any Nearmap products specified in the Quote (and further described on the Website) and, if applicable, the Survey. For the avoidance of doubt, Products include Content.

Products-Specific Terms means additional terms and conditions that apply to certain Products located on our Website.

Quote the document produced after the Licensee places an initial order for the Product(s), requests any changes to its' License, or renews its License, which may be titled "New Subscription Quote", "Renewal Quote" or "Amendment Quote".

Schedule means a schedule to this Agreement, where such schedule has been incorporated by reference to form part of this Agreement.

Subscription Period means the period stated in the "Subscription Period" column of the Quote.

Subscription Start Date means the date specified in the "Subscription Start Date" section of the Quote.

Survey has the meaning (if any) given to that section 16.1.

Survey Fee means the fee for the Survey as agreed in writing between Nearmap and the Licensee.

Survey Specification means the survey specification referred to in the Quote.

Term means the term specified in the "Subscription Term" section of the Quote, commencing on the Commencement Date. Where a Subscription Period is stated on the Quote, "Term" means the Subscription Period.

Third Party Providers means third party providers of products and services to Nearmap.

Unlawful Purpose means any unlawful purpose, including but not limited to stalking, harassing or intimidating any person or engaging in misleading or deceptive conduct.

Website means all pages and sub-sites available within the nearmap.com domain.



City of Burleson

City Council

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

AGENDA INFORMATION SHEET

DEPARTMENT: Information Technology
DIRECTOR: Charley Hight
DATE: 01/03/2022

SUBJECT

Consider approval of a minute order for the purchase of annual replacement computers to Dell, Inc. in the amount not to exceed \$101,543.71. *(Staff Contact: Charley Hight, Interim Director of Information Technology)*

Attachments

Dell Computer Replacements Memo
Dell Computer Replacements Presentation
2022 Dell Laptops Quote
2022 Dell Desktops Quote

Respectfully submitted:

Charley Hight
Interim IT Director
817-426-9671

DEPARTMENT MEMO**DEPARTMENT:** Information Technology**FROM:** Charley Hight**MEETING:** January 3, 2022**SUBJECT:**

Consider approval of a minute order for the purchase of annual replacement computers to Dell, Inc. in the amount not to exceed \$101,543.71. (Staff Contact: Charley Hight, Information Technology Director)

SUMMARY:

All staff computers are replaced on a four-year rotation as part of the equipment replacement program. Each department is billed ¼ of the cost of their computers each fiscal year through their annual IT contribution.

The IT department custom builds the computers through our Dell website to meet the needs of each employee. There are four different configurations this year and each group of computers is designed based on the needs of the software applications that they operate on a daily basis. For example, some might need more memory or a larger processor and others might need the ability to be portable such as a laptop or tablet.

Through our Dell Premier account, we are able to custom build each group and apply the savings of the State DIR contract to each quote. The chart below demonstrates the Dell list price and the price with the DIR contracted savings applied.

For the 2021-2022 fiscal year, we will be replacing 43 computers.

Description	Qty.	DIR Contract Amount	Dell List Amount
Standard computer	66	\$58,520.91	\$119,430.25
Graphics computer	1	\$1,661.55	\$3,195.29
Laptops w/ dock	34	\$39,340.05	\$95,272.27
Graphics Laptop	1	\$2,021.20	\$3,813.52
Total	102	\$101,543.71	\$221,711.33

Pricing information is based on Texas Department of Information Resources (DIR) contract DIR-TSO-3763. Items purchased through this contract are generally discounted 12-15% from Dell list pricing.

OPTIONS:

- 1) Approve the minute order
- 2) Deny the minute order

RECOMMENDATION:

Approve a minute order for the purchase of annual replacement computers to Dell, Inc. in the amount not to exceed \$101,543.71.

FISCAL IMPACT:

Budgeted Y/N: Y

Fund Name: Support Services

Full Account #: 504-1511-412.66-08

Amount: \$101,543.71

STAFF CONTACT:

Name: Charley Hight
Department: Information Technology
Email: chight@burlesontx.com
Phone: 817-426-9671

DELL COMPUTER PURCHASE

CITY COUNCIL

JANUARY 3, 2022

DELL COMPUTER PURCHASE

- FOUR DIFFERENT GROUPS OF COMPUTERS
 - STANDARD COMPUTER
 - GRAPHICS COMPUTER
 - LAPTOP
 - GRAPHICS LAPTOP
- CUSTOM BUILT BASED ON THE REQUIREMENTS OF THE SOFTWARE APPLICATIONS THAT ARE LOADED ON EACH MACHINE
 - INTERNAL PROCESSOR
 - MEMORY
 - DISK CAPACITY
 - PORTABILITY

DELL COMPUTER PURCHASE

- STAFF COMPUTERS REPLACED ON 4 YEAR ROTATION
- 102 COMPUTERS WILL BE REPLACED IN FY21-22
- DIR CONTRACT SAVINGS - \$120,167.62

Description	Qty	DIR Contract Amount	Dell List Amount
Standard Computer	66	\$58,520.91	\$119,430.25
Graphics Computer	1	\$1,661.55	\$3,195.29
Laptops w/ dock	34	\$39,340.05	\$95,272.27
Graphics Laptop	1	\$2,021.20	\$3,813.52
TOTAL	102	\$101,543.71	\$221,711.33

DELL COMPUTER PURCHASE

- PRICING INFORMATION IS BASED ON TEXAS DEPARTMENT OF INFORMATION RESOURCES (DIR) CONTRACT DIR-TSO-3763.

STAFF RECOMMENDATION:

- APPROVE A MINUTE ORDER FOR PURCHASE OF ANNUAL REPLACEMENT COMPUTERS TO DELL INC. IN THE AMOUNT NOT TO EXCEED \$101,543.71.

QUESTIONS?



A quote for your consideration

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

Quote No.	3000107452900.1	Sales Rep	Allen Marshall
Total	\$42,882.80	Phone	(800) 456-3355, 6179269
Customer #	123966	Email	Allen_Marshall@Dell.com
Quoted On	Dec. 10, 2021	Billing To	FINANCE DEPT
Expires by	Jan. 09, 2022		CITY OF BURLESON
Contract Name	Texas Department of Information Resources (TX DIR)		141 W RENFRO ST
Contract Code	C000000006841		BURLESON, TX 76028-4261
Customer Agreement #	TX DIR-TSO-3763		
Deal ID	22669064		

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,
Allen Marshall

Shipping Group

Shipping To	Shipping Method
MICHAEL WOOD CITY OF BURLESON 141 W RENFRO ST BURLESON, TX 76028-4261 (817) 426-9670	Standard Delivery

Product	Unit Price	Quantity	Subtotal
Dell Latitude 5520	\$999.18	19	\$18,984.42
Dell Latitude 7420	\$1,337.14	12	\$16,045.68
Dell Thunderbolt Dock- WD19TBS	\$278.84	10	\$2,788.40
Mobile Precision 3561	\$2,021.20	1	\$2,021.20
Dell Latitude 5420 Rugged	\$1,521.55	2	\$3,043.10

Subtotal:	\$42,882.80
Shipping:	\$0.00
Environmental Fee:	\$0.00
Non-Taxable Amount:	\$42,882.80
Taxable Amount:	\$0.00
Estimated Tax:	\$0.00

Total:	\$42,882.80
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Shipping Group Details

Shipping To

MICHAEL WOOD
CITY OF BURLESON
141 W RENFRO ST
BURLESON, TX 76028-4261
(817) 426-9670

Shipping Method

Standard Delivery

		Quantity	Subtotal
Dell Latitude 5520	\$999.18	19	\$18,984.42

Estimated delivery if purchased today:

Jan. 27, 2022

Contract # C000000006841

Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
Dell Latitude 5520 BTX Base	210-AXVQ	-	19	-
11th Generation Intel Core i5-1135G7 (4 Core, 8M cache, base 2.4GHz, up to 4.2GHz)	379-BEHK	-	19	-
Windows 10 Pro English, French, Spanish	619-AHKN	-	19	-
No Microsoft Office License Included – 30 day Trial Offer Only	658-BCSB	-	19	-
Assembly base	338-BXRY	-	19	-
I5-1135G7 Trans, Intel Iris Xe Graphics Capable, Thunderbolt	338-BXSB	-	19	-
non-vPro Manageability	631-ACTC	-	19	-
8GB, 1x8GB, DDR4 Non-ECC	370-AFVS	-	19	-
No Additional Hard Drive	401-AADF	-	19	-
M.2 256GB PCIe NVMe Class 35 Solid State Drive	400-BKUZ	-	19	-
LCD back cover for Latitude 5520 WLAN/WWAN	320-BECJ	-	19	-
HD Camera Bezel with Mic	325-BDZF	-	19	-
15.6" FHD (1920x1080) Non-Touch, Anti-Glare, 250nits	391-BFPM	-	19	-
Palmrest, No Security, Thunderbolt 4	346-BGVS	-	19	-
Single Pointing Backlit English US Keyboard with numeric keypad	583-BHBG	-	19	-
Wireless Intel AX201 WLAN Driver	555-BGGN	-	19	-
Intel Wi-Fi 6 AX201 2x2 .11ax 160MHz + Bluetooth 5.1	555-BGGT	-	19	-
No Mobile Broadband Card	556-BBCD	-	19	-
4 Cell 63Whr ExpressCharge™ Capable Battery	451-BCSW	-	19	-
E4 65W Type-C EPEAT Adapter	492-BCXP	-	19	-
No Anti-Virus Software	650-AAAM	-	19	-
OS-Windows Media Not Included	620-AALW	-	19	-
US Power Cord	537-BBBL	-	19	-
Quick Start Guide	340-CTXV	-	19	-
US Order	332-1286	-	19	-
SERI Guide (ENG/FR/Multi)	340-AGIK	-	19	-
Fixed Hardware Configuration	998-ENCT	-	19	-
SupportAssist	525-BBCL	-	19	-
Dell(TM) Digital Delivery Cirrus Client	640-BBLW	-	19	-

Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	658-BBMR	-	19	-
Waves Maxx Audio	658-BBRB	-	19	-
Dell Power Manager	658-BDVK	-	19	-
Dell SupportAssist OS Recovery Tool	658-BEOK	-	19	-
Dell Optimizer	658-BEQP	-	19	-
Windows PKID Label	658-BFDQ	-	19	-
Packaging BTS 65W adapter + TGL CPU	340-CTZQ	-	19	-
Intel(R) Core(TM) i5 non-vPro Processor Label	389-DXDU	-	19	-
No Mouse	570-AADK	-	19	-
No Resource USB Media	430-XXYG	-	19	-
ENERGY STAR Qualified	387-BBPI	-	19	-
BTS/BTP Smart Selection Shipment (VS)	800-BBQH	-	19	-
EAN label	389-BKKL	-	19	-
No Removable CD/DVD Drive	429-AATO	-	19	-
5520 Laptop Bottom Door Integrated Graphics	321-BGBG	-	19	-
No AutoPilot	340-CKSZ	-	19	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	19	-
Dell Limited Hardware Warranty Extended Year(s)	975-3461	-	19	-
Thank you choosing Dell ProSupport. For tech support, visit //support.dell.com/ProSupport	989-3449	-	19	-
Dell Limited Hardware Warranty	997-8317	-	19	-
ProSupport: 7x24 Technical Support, 3 Years	997-8344	-	19	-
ProSupport: Next Business Day Onsite, 1 Year	997-8349	-	19	-
ProSupport: Next Business Day Onsite, 2 Year Extended	997-8354	-	19	-

			Quantity	Subtotal
Dell Latitude 7420		\$1,337.14	12	\$16,045.68

Estimated delivery if purchased today:
Jan. 04, 2022
Contract # C000000006841
Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
Dell Latitude 7420 XCTO	210-AYBC	-	12	-
11th Generation Intel Core i7-1165G7 (4 Core, 12M Cache, base 2.8 GHz, up to 4.7 GHz)	379-BEIG	-	12	-
Windows 10 Pro English, French, Spanish	619-AHKN	-	12	-
No Productivity Software, Exception Only	630-AAXE	-	12	-
i7-1165G7, non vPro, Intel Iris XE Graphics, 16GB Memory, Laptop	338-BYEE	-	12	-
16GB, Non-ECC, Integrated	370-AFMH	-	12	-
ME Disable Manageability	631-ACTM	-	12	-
M.2 256GB PCIe NVMe Class 40 Solid State Drive	400-BKSN	-	12	-
Laptop 14.0" FHD(1920x1080) Anti-glare, Non-Touch, WVA, 250 nits, HD RGB Cam,Mic, WLAN Only, CF	391-BFRL	-	12	-
Palmrest, No Security, Carbon Fiber, Thunderbolt 4	346-BGYV	-	12	-
Single Point keyboard English US with backlit	583-BHFD	-	12	-

Wireless Intel AX201 WLAN Driver	555-BGHO	-	12	-
Intel Wi-Fi 6 AX201 2x2 802.11ax 160MHz + Bluetooth 5.1	555-BFVZ	-	12	-
No Mobile Broadband Card	556-BBCD	-	12	-
4 Cell 63Whr ExpressCharge™ Capable Battery	451-BCSM	-	12	-
E4 65W Type-C EPEAT Adapter	492-BCXP	-	12	-
No Anti-Virus Software	650-AAAM	-	12	-
OS-Windows Media Not Included	620-AALW	-	12	-
US Power Cord	537-BBBL	-	12	-
Quick Reference Guide for Laptop	340-CUEH	-	12	-
US Order	332-1286	-	12	-
SERI Guide (ENG/FR/Multi)	340-AGIK	-	12	-
Custom Configuration	817-BBBB	-	12	-
Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	658-BBMR	-	12	-
Dell(TM) Digital Delivery Cirrus Client	640-BBLW	-	12	-
SupportAssist	525-BBCL	-	12	-
Dell Power Manager	658-BDVK	-	12	-
Waves Maxx Audio	658-BBRB	-	12	-
Dell SupportAssist OS Recovery Tool	658-BEOK	-	12	-
Dell Optimizer	658-BEQP	-	12	-
Windows PKID Label	658-BFDQ	-	12	-
Intel(R) Core(TM) i7 non-vPro Processor Label	389-DXDV	-	12	-
No Mouse	570-AADK	-	12	-
No Resource USB Media	430-XXYG	-	12	-
ENERGY STAR Qualified	387-BBLW	-	12	-
BTO Standard Shipment (VS)	800-BBQK	-	12	-
No UPC Label	389-BCGW	-	12	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	12	-
Foxit PhantomPDF Standard	634-BWQP	-	12	-
No AutoPilot	340-CKSZ	-	12	-
Dell Limited Hardware Warranty Plus Service	804-2167	-	12	-
ProSupport: Next Business Day Onsite, 3 Years	804-2173	-	12	-
ProSupport: 7x24 Technical Support, 3 Years	804-2174	-	12	-
Thank you choosing Dell ProSupport. For tech support, visit //support.dell.com/ProSupport	989-3449	-	12	-
Mix Model Ship, 65W, Laptop	340-CUSL	-	12	-

			Quantity	Subtotal
Dell Thunderbolt Dock- WD19TBS		\$278.84	10	\$2,788.40

Estimated delivery if purchased today:
Feb. 16, 2022
Contract # C000000006841
Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
Dell Thunderbolt Dock- WD19TBS	210-AZBI	-	10	-

Advanced Exchange Service, 3 Years	824-3984	-	10	-
Dell Limited Hardware Warranty	824-3993	-	10	-
			Quantity	Subtotal
Mobile Precision 3561		\$2,021.20	1	\$2,021.20

Estimated delivery if purchased today:

Dec. 20, 2021

Contract # C000000006841

Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
Dell Mobile Precision Workstation 3561 BTX	210-AYUM	-	1	-
Intel Core i7-11850H (8 Core, 24 MB Cache, 2.50 GHz to 4.80 GHz, 45w, vPro)	379-BELU	-	1	-
Windows 10 Pro English, French, Spanish	619-AHKN	-	1	-
No Productivity Software, Exception Only	630-AAXE	-	1	-
Intel Core i7-11850H vPro with NVIDIA T600 4 GB graphics	329-BFLY	-	1	-
NVIDIA T600 4 GB GDDR6	490-BGLX	-	1	-
15.6"FHD, 16x9, 1920x1080, 250 nit, WVA,45% NTSC,60Hz, Non-Touch, RGB Cam and Mic, WLAN&WWAN capable	391-BFXO	-	1	-
32 GB, 2x16 GB, DDR4, 3200MHz, Non-ECC, SODIMM	370-AFXS	-	1	-
M.2 2280 512 GB, Gen 3 PCIe x4 NVMe, Solid State Drive	400-BKTY	-	1	-
No Additional Hard Drive	401-AAGM	-	1	-
Single Pointing Backlit English US Keyboard with numeric keypad	583-BHBG	-	1	-
Single Pointing, Finger print only	346-BHIX	-	1	-
Intel Wi-Fi 6 AX201 Wireless Card with Bluetooth 5.2	555-BGGX	-	1	-
No Mobile Broadband Card	556-BBCD	-	1	-
6 Cell 97Whr Battery	451-BCUP	-	1	-
Cable for 6 cell battery	470-AETC	-	1	-
130W E5 Type C Power Adapter (EPEAT)	492-BCWZ	-	1	-
Intel vPro Technology Enabled	631-ACWC	-	1	-
Resource Media not Included	430-XYGV	-	1	-
ENERGY STAR Qualified	387-BBLW	-	1	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	1	-
No AutoPilot	340-CKSZ	-	1	-
E5 US Power Cord	450-AAEJ	-	1	-
SERI Guide (ENG/FR/Multi)	340-AGIK	-	1	-
No Mouse	570-AADK	-	1	-
Wireless Intel AX201 WLAN Driver	555-BGOO	-	1	-
US Order	332-1286	-	1	-
EAN label	389-BKKL	-	1	-
Packaging for 130W Adapter and NVIDIA Graphics	340-CWKY	-	1	-
Fixed Hardware Configuration	998-EUUC	-	1	-
11th Gen Intel Core i7 vPro label	340-CTSW	-	1	-
SupportAssist	525-BBCL	-	1	-
Dell(TM) Digital Delivery Cirrus Client	640-BBLW	-	1	-

Dell Optimizer for Precision	640-BBSC	-	1	-
Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	658-BBMR	-	1	-
Waves Maxx Audio	658-BBRB	-	1	-
Dell Power Manager	658-BDVK	-	1	-
Dell SupportAssist OS Recovery Tool	658-BEOK	-	1	-
Bottom cover	354-BBDY	-	1	-
Quick Setup Guide for Mobile Precision 3561	340-CVHY	-	1	-
No Anti-Virus Software	650-AAAM	-	1	-
OS-Windows Media Not Included	620-AALW	-	1	-
No HD/SSD Filler	750-ABLD	-	1	-
No RAID	780-BBFE	-	1	-
Thank you choosing Dell ProSupport. For tech support, visit //support.dell.com/ProSupport	989-3449	-	1	-
ProSupport: Next Business Day Onsite, 3 Years	997-6028	-	1	-
ProSupport: 7x24 Technical Support, 3 Years	997-1109	-	1	-
Dell Limited Hardware Warranty Plus Service	997-1129	-	1	-
BTS/BTP Smart Selection Shipment (VS)	800-BBGY	-	1	-

			Quantity	Subtotal
Dell Latitude 5420 Rugged		\$1,521.55	2	\$3,043.10

Estimated delivery if purchased today:

Jan. 25, 2022

Contract # C000000006841

Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
Dell Latitude 5420 Rugged, CTO	210-AQPT	-	2	-
8th Gen Intel Core i5-8350U Processor (Quad Core, 6M Cache, 1.7GHz, 15W, vPro)	379-BDHC	-	2	-
Windows 10 Pro English, French, Spanish	619-AHKN	-	2	-
No Microsoft Office License Included – 30 day Trial Offer Only	658-BCSB	-	2	-
Intel Core i5-8350U Processor Base with Integrated Intel UHD 620 Graphics	338-BPTK	-	2	-
No Out-of-Band Systems Management - vPro Disabled	631-ABWH	-	2	-
8GB, 1x8GB, 2400MHz DDR4 Non-ECC	370-AGKF	-	2	-
M.2 256GB PCIe NVMe Class 40 Solid State Drive	400-BBTW	-	2	-
14" FHD WVA (1920 x 1080) Anti-Glare Non-Touch	391-BDXO	-	2	-
No Security Options	346-BEVE	-	2	-
Dell USB, USB, AUDIO, BLANK left I/O module	590-TEYE	-	2	-
Sealed Internal RGB Backlit English Keyboard	580-ABYR	-	2	-
SYSTEM RATING LABEL	389-DOPP	-	2	-
Intel Dual Band Wireless AC 8265 (802.11ac) 2x2 (No BT) Driver (Later upgrade not possible for the system)	555-BEPC	-	2	-
Intel Dual Band Wireless AC 8265 (802.11ac) 2x2	555-BDGD	-	2	-
WLAN Bracket	575-BBYW	-	2	-
No Mobile Broadband Card	362-BBBB	-	2	-

3 Cell 51Whr ExpressCharge Capable Battery	451-BCHG	-	2	-
90 Watt AC Adapter	492-BCNQ	-	2	-
No Anti-Virus Software	650-AAAM	-	2	-
OS-Windows Media Not Included	620-AALW	-	2	-
E5 US Power Cord	537-BBBD	-	2	-
Quick Referene Guide	340-CHGB	-	2	-
Factory Installed Rigid handle tied sku	540-BCIH	-	2	-
US Order	332-1286	-	2	-
Dummy Airbay Cover	325-BDEH	-	2	-
SERI Guide (English/Spanish)	340-AGIN	-	2	-
Regulatory Label included	389-BEYY	-	2	-
System Driver, Dell Latitude 5420	640-BBRG	-	2	-
Dell Developed Recovery Environment	658-BCUV	-	2	-
TPM Enabled	340-AJPV	-	2	-
Shuttle SHIP Material	328-BCXL	-	2	-
Directship Info Mod	340-CKTD	-	2	-
Intel Core(TM) i5 Processor Label	389-CGBB	-	2	-
No Option Included	340-ACQQ	-	2	-
No Resource USB Media	430-XXYG	-	2	-
ENERGY STAR Qualified	387-BBNJ	-	2	-
BTO Standard shipment Air	800-BBGF	-	2	-
No UPC Label	389-BDCE	-	2	-
No Additional IO Ports	590-TEYC	-	2	-
No Option Included	340-ACQQ	-	2	-
RGB Camera	319-BBFN	-	2	-
No AutoPilot	340-CKSZ	-	2	-
ProSupport: 7X24 Technical Support, 3 Years	808-6809	-	2	-
Thank you choosing Dell ProSupport. For tech support, visit //support.dell.com/ProSupport	989-3449	-	2	-
ProSupport: Next Business Day Onsite, 3 Years	808-6784	-	2	-
Dell Limited Hardware Warranty Initial Year	808-6805	-	2	-

Subtotal:	\$42,882.80
Shipping:	\$0.00
Environmental Fee:	\$0.00
Estimated Tax:	\$0.00
Total:	\$42,882.80

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dell.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

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Electronically linked terms and descriptions are available in hard copy upon request.



A quote for your consideration

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

Quote No.	3000107453772.1	Sales Rep	Allen Marshall
Total	\$60,182.46	Phone	(800) 456-3355, 6179269
Customer #	123966	Email	Allen_Marshall@Dell.com
Quoted On	Dec. 10, 2021	Billing To	FINANCE DEPT
Expires by	Jan. 09, 2022		CITY OF BURLESON
Contract Name	Texas Department of Information Resources (TX DIR)		141 W RENFRO ST
Contract Code	C000000006841		BURLESON, TX 76028-4261
Customer Agreement #	TX DIR-TSO-3763		
Deal ID	22669064		

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,
Allen Marshall

Shipping Group

Shipping To	Shipping Method
MICHAEL WOOD CITY OF BURLESON 141 W RENFRO ST BURLESON, TX 76028-4261 (817) 426-9670	Standard Delivery

Product	Unit Price	Quantity	Subtotal
OptiPlex 7090 Small Form Factor	\$783.51	41	\$32,123.91
OptiPlex 7090 Small Form Factor	\$1,055.88	25	\$26,397.00
Precision 3650 Tower	\$1,661.55	1	\$1,661.55

Subtotal:	\$60,182.46
Shipping:	\$0.00
Environmental Fee:	\$0.00
Non-Taxable Amount:	\$60,182.46
Taxable Amount:	\$0.00
Estimated Tax:	\$0.00

Total:	\$60,182.46
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Shipping Group Details

Shipping To

MICHAEL WOOD
CITY OF BURLESON
141 W RENFRO ST
BURLESON, TX 76028-4261
(817) 426-9670

Shipping Method

Standard Delivery

		Quantity	Subtotal
OptiPlex 7090 Small Form Factor	\$783.51	41	\$32,123.91

Estimated delivery if purchased today:

Jan. 24, 2022

Contract # C000000006841

Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
NO RAID	817-BBBN	-	41	-
OptiPlex 7090 Small Form Factor XCTO	210-AYVL	-	41	-
Intel Core i5-11500 (6 Cores/12MB/12T/2.7GHz to 4.6GHz/65W); supports Windows 10/Linux	338-BZOX	-	41	-
Windows 10 Pro English, French, Spanish	619-AHKN	-	41	-
No Productivity Software, Exception Only	630-AAXE	-	41	-
8GB (1x8GB) DDR4 non ECC memory	370-AGFP	-	41	-
M.2 256GB PCIe NVMe Class 35 Solid State Drive	400-BEUW	-	41	-
M2X3.5 Screw for SSD/DDPE	773-BBBC	-	41	-
M.2 22x30 Thermal Pad	412-AAQT	-	41	-
No Additional Hard Drive	401-AANH	-	41	-
Intel Integrated Graphics, Dell OptiPlex	490-BBFG	-	41	-
OptiPlex 7090 SFF with 200W (BRZ), Supports up to 8 Core Processors	329-BFNX	-	41	-
System Power Cord (Philipine/TH/US)	450-AAOJ	-	41	-
No Optical Disk Drive	429-ABKF	-	41	-
CMS Software not included	632-BBBJ	-	41	-
No Media Card Reader	379-BBHM	-	41	-
No Wireless LAN Card (no WiFi enablement)	555-BBFO	-	41	-
No Additional Network Card Selected (Integrated NIC included)	555-BBJO	-	41	-
No Wireless Driver (no WiFi enablement)	340-AFMQ	-	41	-
No Stand Option	575-BBBI	-	41	-
No Additional Cable Requested	379-BBCY	-	41	-
No PCIe add-in card	492-BBFF	-	41	-
No Additional Add In Cards	382-BBHX	-	41	-
No Additional Video Ports	492-BCKH	-	41	-
Dell KB216 Wired Keyboard English	580-ADJC	-	41	-
Dell Optical Mouse - MS116 (Black)	570-ABIE	-	41	-
No Cable Cover	325-BCZQ	-	41	-
Not selected in this configuration	817-BBBC	-	41	-

Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	658-BBMR	-	41	-
Dell(TM) Digital Delivery Cirrus Client	640-BBLW	-	41	-
SupportAssist	525-BBCL	-	41	-
Waves Maxx Audio	658-BBRB	-	41	-
Dell SupportAssist OS Recovery Tool	658-BEOK	-	41	-
Dell Optimizer	658-BEQP	-	41	-
Windows PKID Label	658-BFDQ	-	41	-
OS-Windows Media Not Included	620-AALW	-	41	-
ENERGY STAR Qualified	387-BBLW	-	41	-
SERI Guide (ENG/FR/Multi)	340-AGIK	-	41	-
Dell Watchdog Timer	379-BEKK	-	41	-
Quick Setup Guide 7090 SFF	340-CVQT	-	41	-
US Order	332-1286	-	41	-
No UPC Label	389-BCGW	-	41	-
Trusted Platform Module (Discrete TPM Enabled)	329-BBJL	-	41	-
Shipping Material for SFF	340-CQYR	-	41	-
Shipping Label	389-BBUU	-	41	-
Regulatory Label for OptiPlex 7090 SFF 200W	389-DZGS	-	41	-
No Hard Drive Bracket, Dell OptiPlex	575-BBKX	-	41	-
11th Gen Intel Core i5 non-vPro label	340-CUEW	-	41	-
Desktop BTO Standard shipment	800-BBIO	-	41	-
No Anti-Virus Software	650-AAAM	-	41	-
Custom Configuration	817-BBBB	-	41	-
Speaker for Tower and SFF	520-AARD	-	41	-
No AutoPilot	340-CKSZ	-	41	-
Intel Standard Manageability	631-ACXH	-	41	-
EPEAT 2018 Registered (Silver)	379-BDTO	-	41	-
Dell Limited Hardware Warranty Plus Service	812-3886	-	41	-
ProSupport: Next Business Day Onsite 3 Years	812-3908	-	41	-
Thank you choosing Dell ProSupport. For tech support, visit //support.dell.com/ProSupport	989-3449	-	41	-
ProSupport: 7x24 Technical Support, 3 Years	812-3894	-	41	-

			Quantity	Subtotal
OptiPlex 7090 Small Form Factor	\$1,055.88	25		\$26,397.00

Estimated delivery if purchased today:
Jan. 24, 2022
Contract # C000000006841
Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
NO RAID	817-BBBN	-	25	-
OptiPlex 7090 Small Form Factor XCTO	210-AYVL	-	25	-
Intel Core i7-11700 (8 Cores/16MB/16T/2.5GHz to 4.9GHz/65W); supports Windows 10/Linux	338-BZOZ	-	25	-

Windows 10 Pro English, French, Spanish	619-AHKN	-	25	-
No Productivity Software, Exception Only	630-AAAXE	-	25	-
16GB (2x8GB) DDR4 non ECC memory	370-AGFS	-	25	-
M.2 22x30 Thermal Pad	412-AAQT	-	25	-
M2X3.5 Screw for SSD/DDPE	773-BBBC	-	25	-
M.2 256GB PCIe NVMe Class 40 Solid State Drive	400-BLOQ	-	25	-
No Additional Hard Drive	401-AANH	-	25	-
Intel Integrated Graphics, Dell OptiPlex	490-BBFG	-	25	-
OptiPlex 7090 SFF with 200W (BRZ), Supports up to 8 Core Processors	329-BFNX	-	25	-
System Power Cord (Philippine/TH/US)	450-AAOJ	-	25	-
No Optical Disk Drive	429-ABKF	-	25	-
CMS Software not included	632-BBBJ	-	25	-
No Media Card Reader	379-BBHM	-	25	-
No Wireless LAN Card (no WiFi enablement)	555-BBFO	-	25	-
No Additional Network Card Selected (Integrated NIC included)	555-BBJO	-	25	-
No Wireless Driver (no WiFi enablement)	340-AFMQ	-	25	-
No Stand Option	575-BBBI	-	25	-
No Additional Cable Requested	379-BBCY	-	25	-
No PCIe add-in card	492-BBFF	-	25	-
No Additional Add In Cards	382-BBHX	-	25	-
Optional HDMI 2.0b Video Port	382-BBFI	-	25	-
Dell KB216 Wired Keyboard English	580-ADJC	-	25	-
Dell Optical Mouse - MS116 (Black)	570-ABIE	-	25	-
No Cable Cover	325-BCZQ	-	25	-
Not selected in this configuration	817-BBBC	-	25	-
Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	658-BBMR	-	25	-
Dell(TM) Digital Delivery Cirrus Client	640-BBLW	-	25	-
SupportAssist	525-BBCL	-	25	-
Waves Maxx Audio	658-BBRB	-	25	-
Dell SupportAssist OS Recovery Tool	658-BEOK	-	25	-
Dell Optimizer	658-BEQP	-	25	-
Windows PKID Label	658-BFDQ	-	25	-
Foxit PhantomPDF Standard	634-BWQP	-	25	-
OS-Windows Media Not Included	620-AALW	-	25	-
ENERGY STAR Qualified	387-BBLW	-	25	-
SERI Guide (ENG/FR/Multi)	340-AGIK	-	25	-
Dell Watchdog Timer	379-BEKK	-	25	-
Quick Setup Guide 7090 SFF	340-CVQT	-	25	-
US Order	332-1286	-	25	-
No UPC Label	389-BCGW	-	25	-

Trusted Platform Module (Discrete TPM Enabled)	329-BBJL	-	25	-
Shipping Material for SFF	340-CQYR	-	25	-
Shipping Label	389-BBUU	-	25	-
Regulatory Label for OptiPlex 7090 SFF 200W	389-DZGS	-	25	-
No Hard Drive Bracket, Dell OptiPlex	575-BBKX	-	25	-
11th Gen Intel Core i7 non-vPro label	340-CUEQ	-	25	-
Desktop BTO Standard shipment	800-BBIO	-	25	-
No Anti-Virus Software	650-AAAM	-	25	-
Custom Configuration	817-BBBB	-	25	-
Speaker for Tower and SFF	520-AARD	-	25	-
No AutoPilot	340-CKSZ	-	25	-
Intel Standard Manageability	631-ACXH	-	25	-
EPEAT 2018 Registered (Silver)	379-BDTO	-	25	-
Dell Limited Hardware Warranty Plus Service	812-3886	-	25	-
ProSupport: Next Business Day Onsite 3 Years	812-3908	-	25	-
Thank you choosing Dell ProSupport. For tech support, visit //support.dell.com/ProSupport	989-3449	-	25	-
ProSupport: 7x24 Technical Support, 3 Years	812-3894	-	25	-

Quantity

Subtotal

Precision 3650 Tower

\$1,661.55

1

\$1,661.55

Estimated delivery if purchased today:

Jan. 13, 2022

Contract # C000000006841

Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
11th Generation Intel Core i7-11700, 16 MB Cache, 8 Core, 2.5 GHz to 4.9 GHz	338-BZKL	-	1	-
HEATSINK for 65W CPU	412-AAWJ	-	1	-
Windows 10 Pro (Includes Windows 11 Pro License) English, French, Spanish	619-AQMP	-	1	-
No Productivity Software, Exception Only	630-AAXE	-	1	-
Precision 3650 Tower with 460W up to 90% efficient (80 Plus Gold) PSU, Advanced Front I/O, with SD card reader	321-BGKT	-	1	-
32GB (2x16GB) DDR4 UDIMM non-ECC Memory	370-AGEH	-	1	-
Nvidia T600, 4GB, 4 mDP to DP adapter (Precision xx20T, 3650T)	490-BGXZ	-	1	-
C5: M.2 SSD Boot + Optional M.2 SSD + 3.5" SATA HDD	449-BBWP	-	1	-
No RAID	780-BBCJ	-	1	-
512GB PCIe NVMe(TM) Gen4 M.2 SSD	400-BMQN	-	1	-
Thermal Pad 3640	412-AATT	-	1	-
No Hard Drive	400-AKZR	-	1	-
1TB 7200rpm SATA 3.5" HDD	401-ABQB	-	1	-
3.5" HDD Tray	575-BCFN	-	1	-
No Hard Drive	400-AKZR	-	1	-
No Hard Drive	400-AKZR	-	1	-

No Hard Drive	400-AKZR	-	1	-
No Additional Network Card Selected (Integrated NIC included)	555-BBJO	-	1	-
No Wireless LAN Card (no WiFi enablement)	555-BBFO	-	1	-
Not selected in this configuration	817-BBBC	-	1	-
No Additional Port	492-BCLP	-	1	-
8x DVD+/-RW 9.5mm Optical Disk Drive	429-ABDW	-	1	-
Bezel ODD	429-ABKQ	-	1	-
CMS Essentials DVD no Media	658-BBTV	-	1	-
Intel Management Engine with Standard Manageability	631-ACWL	-	1	-
Keyboard not included	580-AADS	-	1	-
No mouse selected on your system	570-AAAF	-	1	-
ENERGY STAR Qualified	387-BBLW	-	1	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	1	-
Dell Precision TPM	340-ACBY	-	1	-
92mm Front Cooling Fan, Precision 36xx	384-BCVH	-	1	-
No Driver	555-BBNI	-	1	-
US Power Cord	450-AH DU	-	1	-
SERI Guide (ENG/FR/Multi)	340-AGIK	-	1	-
Quick setup guide, Precision 3650	340-CVFC	-	1	-
US Order	332-1286	-	1	-
SHIP,PWS,LNK,NO,NO,AMF	340-CBUU	-	1	-
Ship material - EPEAT Certification	340-COYI	-	1	-
460W Gold PSU label	389-DYMM	-	1	-
11th Gen Intel Core i7 non-vPro label	340-CUEQ	-	1	-
Internal Speaker for Precision 3650	520-AASQ	-	1	-
No External ODD	429-ABGY	-	1	-
No AutoPilot	340-CKSZ	-	1	-
No Stand included	575-BBCH	-	1	-
No Additional Cable Requested	379-BBCY	-	1	-
OS-Windows Media Not Included	620-AALW	-	1	-
Not selected in this configuration	817-BBBC	-	1	-
SupportAssist	525-BBCL	-	1	-
Dell(TM) Digital Delivery Cirrus Client	640-BBLW	-	1	-
Dell Optimizer for Precision	640-BBSC	-	1	-
Dell Premier Color 6.0	640-BBSH	-	1	-
Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	658-BBMR	-	1	-
Waves Maxx Audio	658-BBRB	-	1	-
Dell SupportAssist OS Recovery Tool	658-BEOK	-	1	-
Foxit PhantomPDF Standard	634-BWQP	-	1	-
No Anti-Virus Software	650-AAAM	-	1	-
Custom Configuration	817-BBBB	-	1	-

Precision 3650 Tower CTO BASE	210-AYSV	-	1	-
No UPC Label	389-BCGW	-	1	-
Thank you choosing Dell ProSupport. For tech support, visit //support.dell.com/ProSupport	989-3449	-	1	-
Dell Limited Hardware Warranty Plus Service	997-2808	-	1	-
ProSupport: 7x24 Technical Support, 3 Years	997-2836	-	1	-
ProSupport: Next Business Day Onsite, 3 Years	997-6782	-	1	-

Subtotal:	\$60,182.46
Shipping:	\$0.00
Environmental Fee:	\$0.00
Estimated Tax:	\$0.00
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City of Burleson

City Council

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

AGENDA INFORMATION SHEET

DEPARTMENT: Development Services

DATE: 01/03/2022

SUBJECT

210 N Hurst Road (Case 21-137): Hold a public hearing and consider approval of an ordinance amending ordinance B-582, the zoning ordinance of the City of Burleson, Texas, by amending the official zoning map and changing the zoning on approximately 82.58 acres of land, addressed as 210 N Hurst Road, known as Lot 1, Block 1, J.E. White Addition an addition to Johnson County, Texas, from SF10, Single-family dwelling district-10 to A, Agricultural, making this ordinance cumulative of prior ordinances, providing a severability clause; providing a penalty clause, and providing for an effective date. *(First and Final Reading) (Staff Presenter, Tony Mcilwain, Director of Development Services) (The Planning and Zoning Commission recommended approval unanimously)*

Attachments

Department Memo
Staff Presentation
Ordinance updated
Narrative

Respectfully submitted:

Tony Mcilwain
Director of Development Services
817-426-9684
tmcilwain@burlesontx.com

DEPARTMENT MEMO

DEPARTMENT: Development Services

FROM: Tony Mcilwain

MEETING: January 3, 2022

SUBJECT

210 N Hurst Road (Case 21-137): Hold a public hearing and consider approval of an ordinance amending ordinance B-582, the zoning ordinance of the City of Burleson, Texas, by amending the official zoning map and changing the zoning on approximately 82.58 acres of land, addressed as 210 N Hurst Road, known as lot 1, block 1, J.E. White Addition an addition to Johnson County, Texas, from SF10, Single-family dwelling district-10 to A, Agricultural, making this ordinance cumulative of prior ordinances, providing a severability clause; providing a penalty clause, and providing for an effective date. *(First and Final Reading) (Staff Presenter, Tony Mcilwain, Director of Development Services) (The Planning and Zoning Commission recommended approval unanimously)*

SUMMARY:

On October 4, 2021, an application was submitted by Nathan White with WC Farm LLC, (owner/applicant) requesting to rezone 82.58 acres of property from SF10, Single-family dwelling district-10 to A, Agricultural zoning district to allow for a barn to be constructed. The applicant purchased the property in 2020 with the intention of farming the land. According to the applicant, there is an immediate need to construct a barn on the property to maintain equipment and store supplies. However, the subject property is currently zoned SF10 which does not include farming as an allowable use or permit accessory buildings without a primary structure. Subsequently, the applicant is requesting to rezone the 82.58 acre property to Agricultural as it allows farming and barns as primary uses. Per the Agricultural zoning district, “Stable or barn, private” and “Farm, ranch, garden or orchard” are both primary uses allowed by right.

The applicant has also submitted a minor plat (Case 21-134) that is currently under review by the Development Assistance Committee. The zoning change request is necessary as the existing SF10 zoning district does not include farm or barn as a permissible primary use. A draft ordinance for this zoning change request is included in this packet.

Planning Analysis

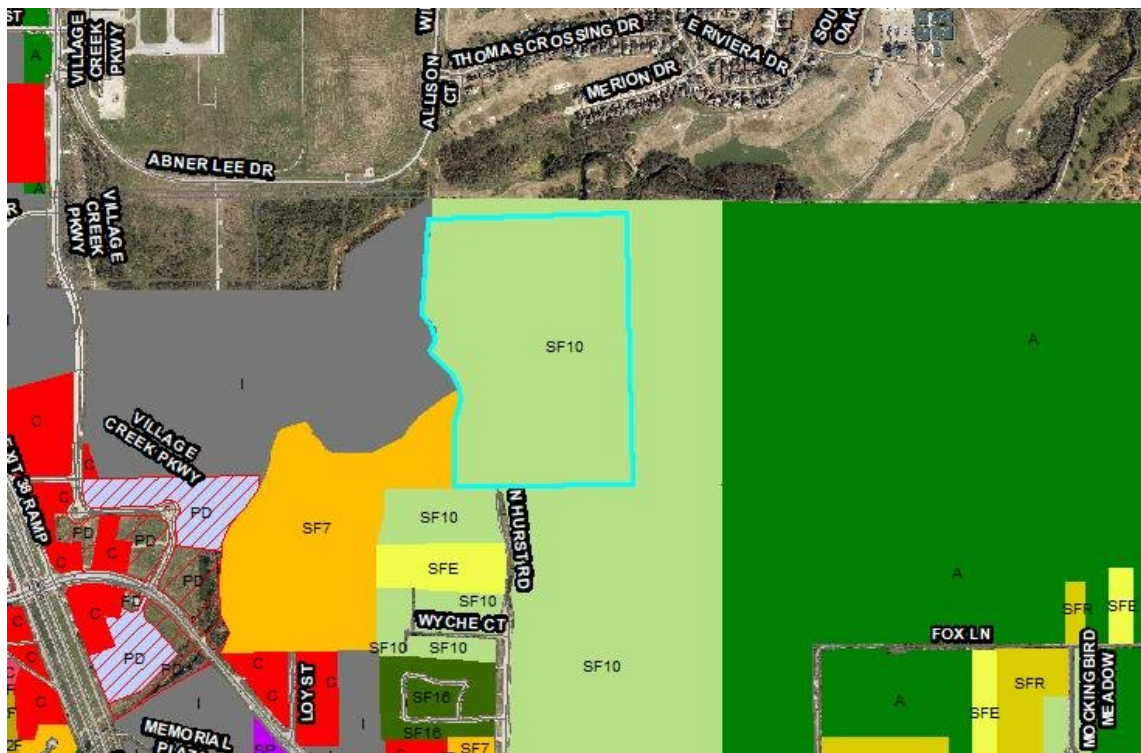
The City’s Imagine Burleson 2030 Midpoint Update Comprehensive Plan designates this site as Neighborhoods that provides the following description:

“This category is predominantly residential with traditional development patterns but should allow for a mix of densities, lot sizes, housing types, and styles. The primary uses in this category include single-family residences, including a range of densities from large, agricultural lots to suburban neighborhood lots. Patio homes, and townhomes may be appropriate in certain locations, especially when part of a master planned community. Multi-family dwelling units as

part of a mixed-use development may be appropriate. Supporting and complementary uses, such as open space, schools and other public or civic uses, and limited small-scale neighborhood commercial uses, are also encouraged in this category.

Neighborhoods in this category should have increased pedestrian connectivity that includes sidewalks, trails and greenbelts with hike and bike trails. Retail and commercial uses in the area should be located along larger thoroughfares and should be developed in harmony with the residential character”

The proposed rezoning generally conforms to the intent of the of the Neighborhood designation of the 2030 Midpoint Update Comprehensive Plan. Staff supports the zoning change as the proposed zoning will conform to the subject properties existing use of agricultural farmland. The subject site also abuts low-density residential and existing agricultural land.



	Zoning	Use
Subject Site	SF10	Undeveloped
North	Fort Worth	Developed, Single Family dwelling
East	SF10 / Agriculture	Undeveloped
South	SF10	Developed, Single Family dwelling
West	I, Industrial	Undeveloped

OPTIONS:

1. Approve the zoning change request; or
2. Deny the zoning change request.

RECOMMENDATION:

Staff recommends approval of a zoning change from SF10, Single-family dwelling district-10 to A, Agricultural for 210 N Hurst Rd. (Case 21-137)

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

December 7, 2021 – Planning and Zoning Commission unanimously recommended approval of the zone change request (Case 21-137).

PUBLIC NOTIFICATION:

Notice was mailed to surrounding property owners within 300 feet and published in the newspaper in accordance with City ordinances and State law. In addition, a sign was placed on the subject property.

At this time staff has received no inquiries regarding this case.

FISCAL IMPACT:

None

STAFF CONTACT:

Name: Tony Mcilwain
Department: Director of Development Services
Email: tmcilwain@burlesontx.com
Phone: 817-426-9684

210 N Hurst Rd. ZC

Location:

- 82.58 acres
- 210 N Hurst Road

Applicant:

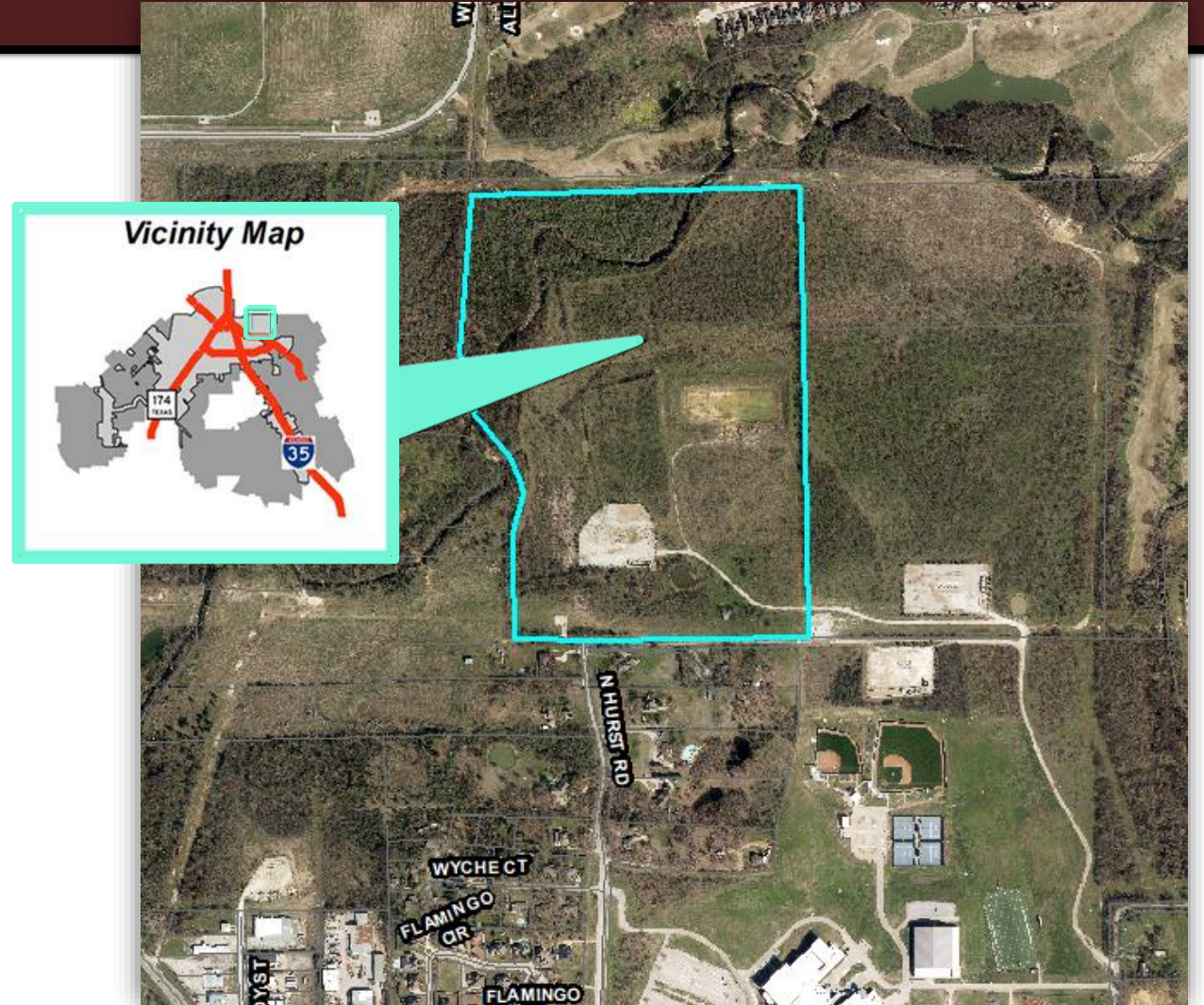
Nathan White with WC Farm LLC.

Property Owner:

Nathan White

Item for approval:

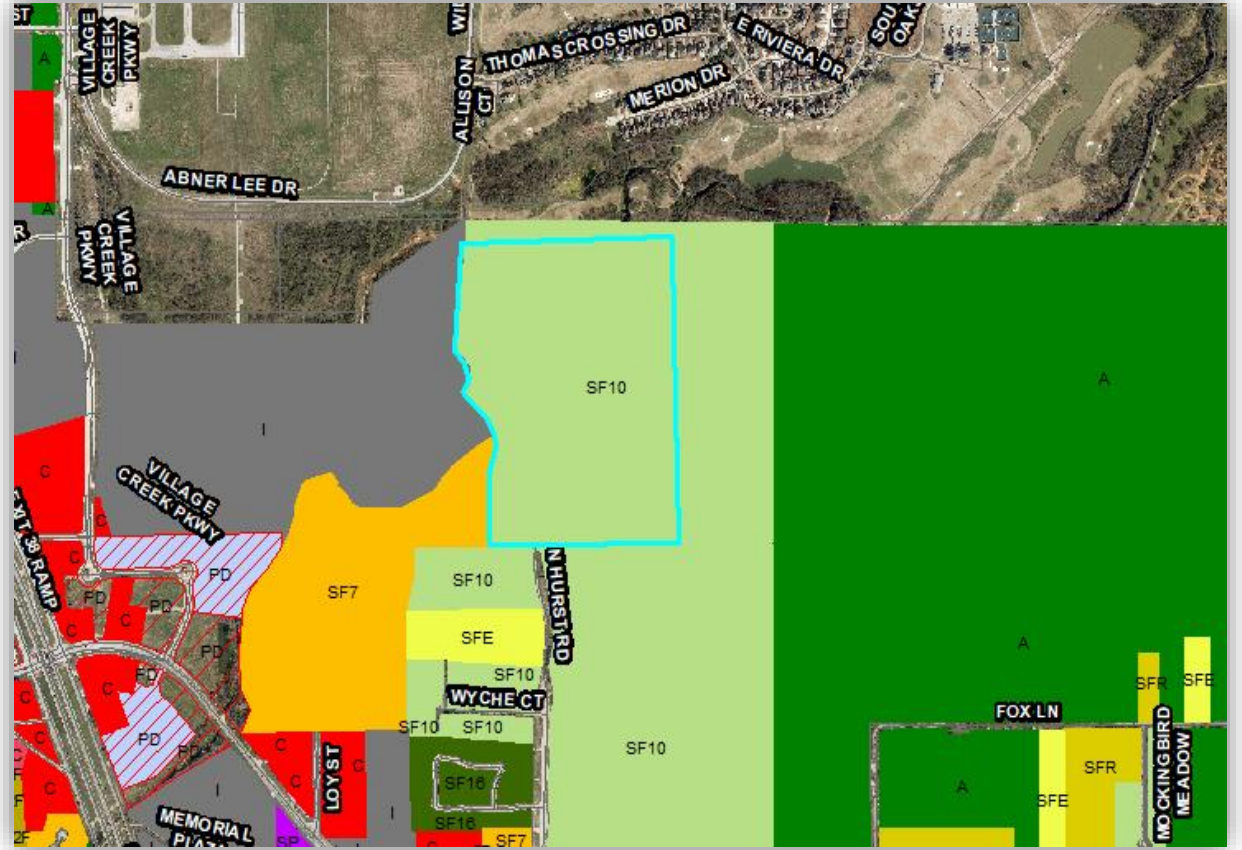
Zoning Change (Case 21-137)



210 N Hurst Rd. ZC

Zoning Information

- Current zoning is "SF10", Single-family dwelling district-10
- Applicant is requesting a zone change to A, Agricultural.
 - Allow for a barn to be constructed for the purpose of farming the subject property.
 - Per the Agricultural zoning district, "Stable or barn, private" and "Farm, ranch, garden or orchard" are both primary uses allowed by right.



The existing SF10 zoning district does not include farming or barn as a permissible primary use

210 N Hurst Rd. ZC

Neighborhoods

- This land use category is intended for predominantly traditional single-family residential developments, but does allow for a mix of densities, lot sizes, housing stock, and styles as appropriate.
- Neighborhoods should have increased pedestrian connectivity that includes sidewalks, trails, and greenbelts.
- Multifamily and/or retail and small-scale commercial development should be developed in harmony with the overall residential character as well as being located along larger thoroughfares.

Corresponding Zoning Districts:

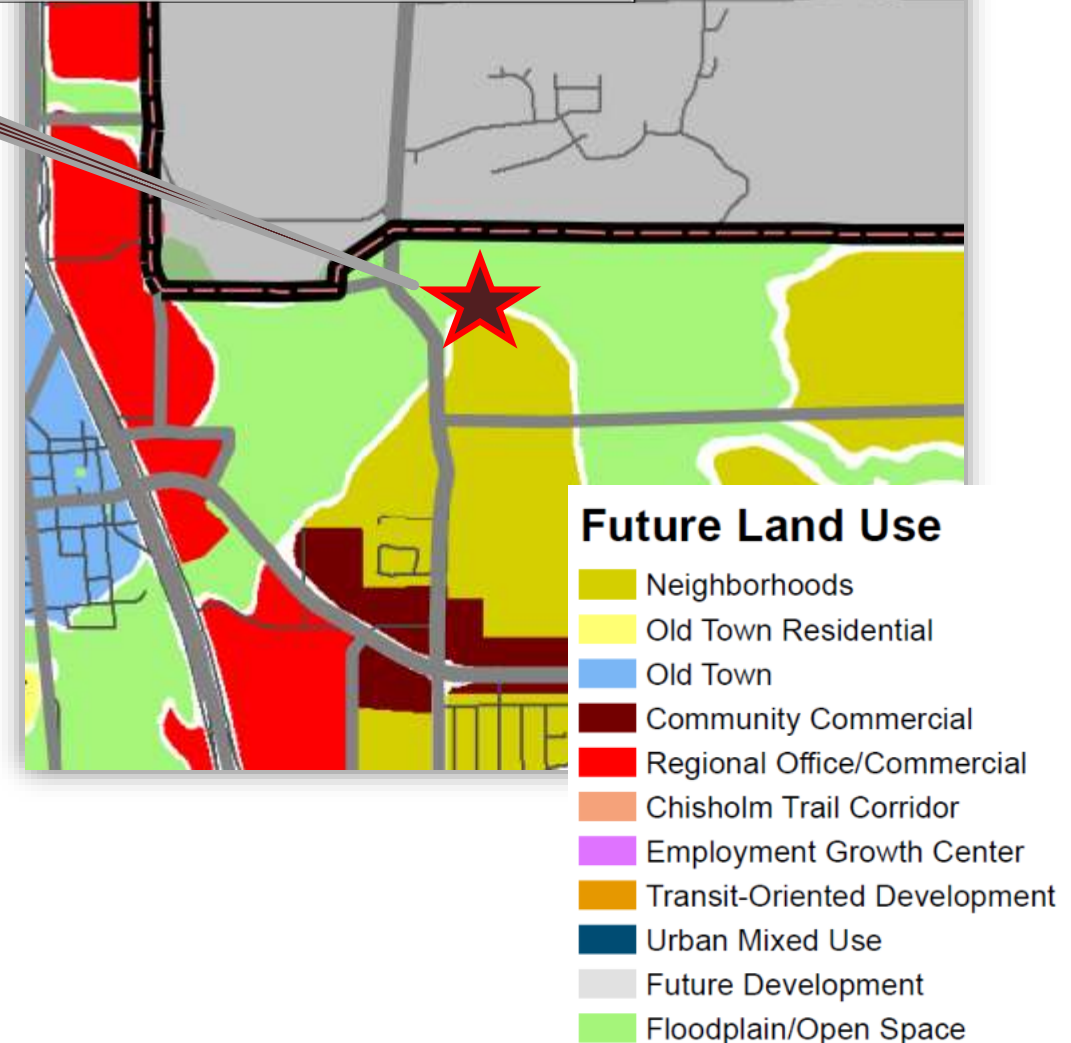
Primarily: SFE, SF16/10/7, SFA

Secondary: NS, GR, 2F, MF, others

Conformance

The proposed use does conform to the Imagine Burleson: 2030 Midpoint Update Comprehensive Plan.

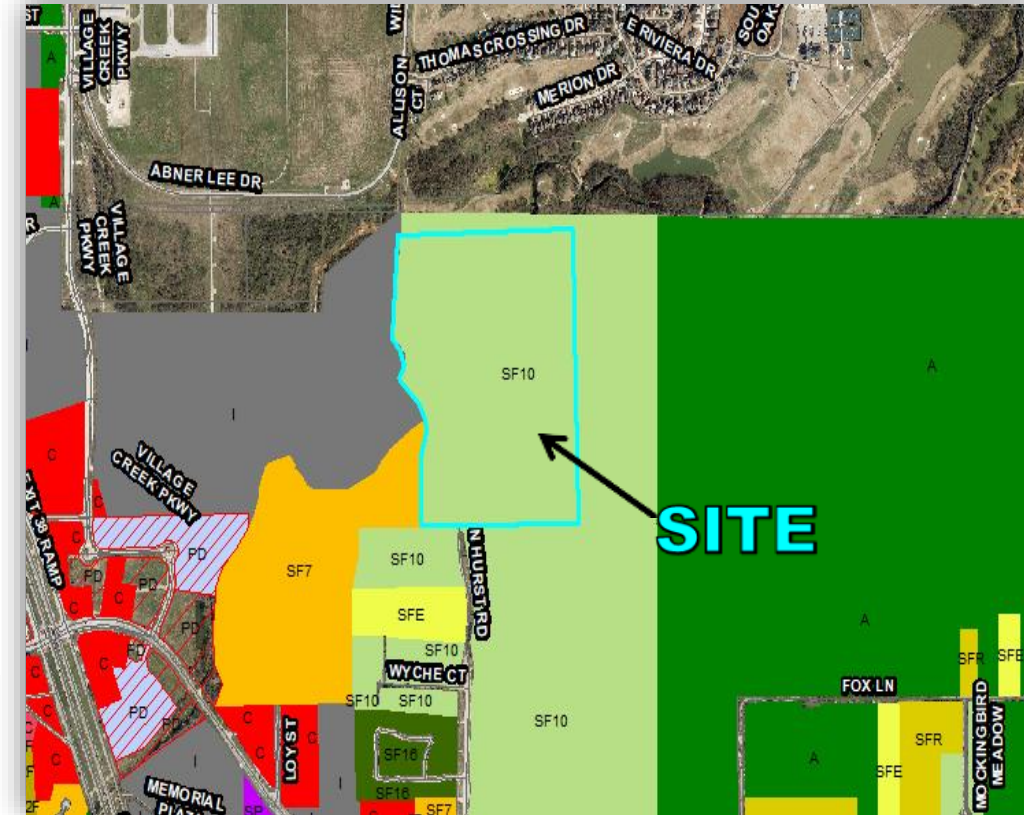
SITE



210 N Hurst Rd. ZC

	Zoning	Use
Subject Site	SF10, Single-family dwelling district-10	Undeveloped
North	Fort Worth	Developed / Residential / Airport
East	SF10 / Agricultural	Undeveloped
South	SF10	Developed / Residential
West	I, Industrial / SF7	Undeveloped

Existing Surrounding Zoning

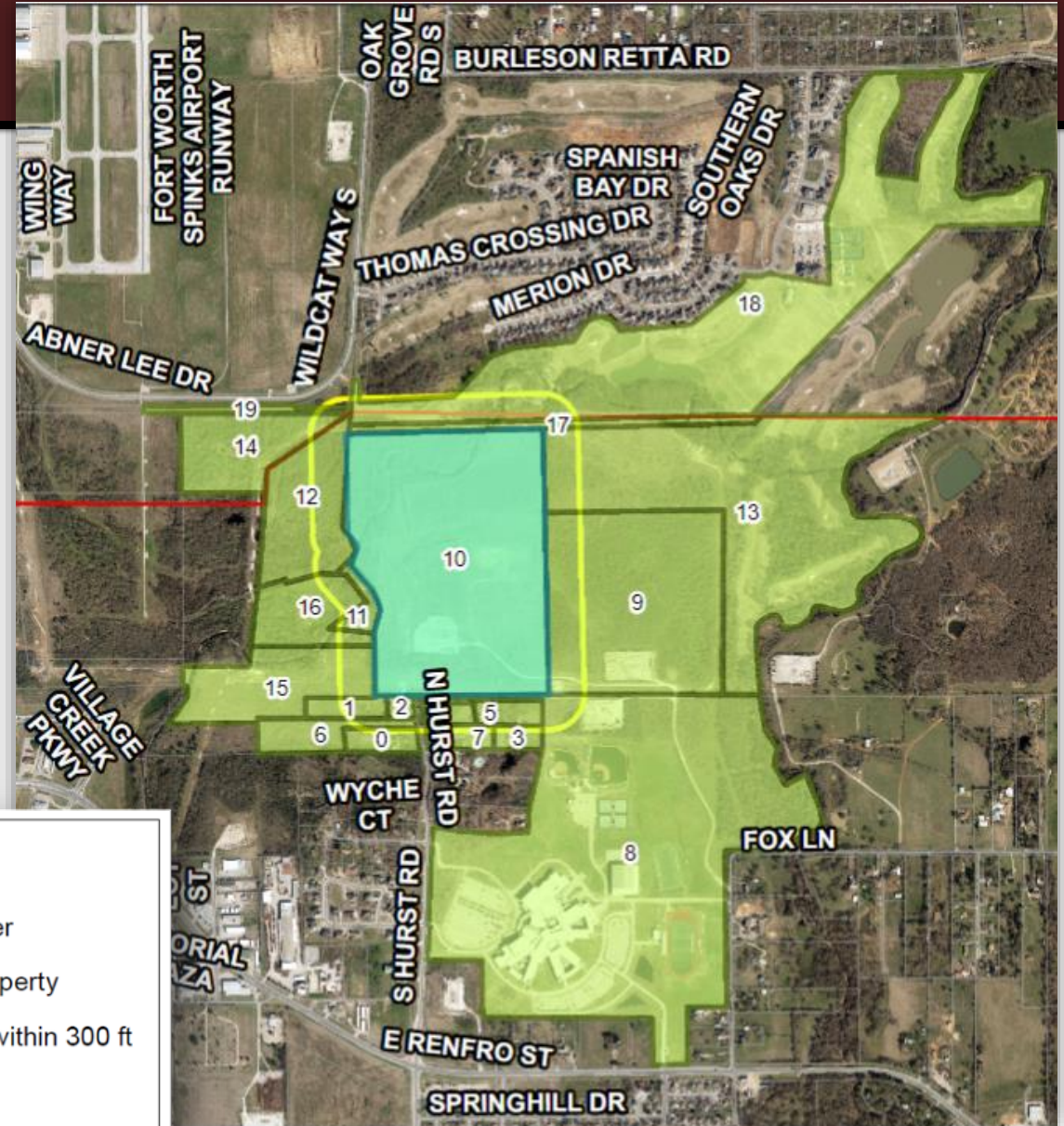


210 N Hurst Rd. ZC

Public Hearing Notice

- Public notices mailed to property owners within 300 feet of subject property.
- Published in newspaper.
- Sign posted on the property.

Staff has received no inquiries concerning this request.



Legend

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

Wolfe Estates ZC

P&Z Summary

Vote

Approved unanimously

Discussion

Discussion was had regarding the flood way and the Master Thoroughfare Plan.

Speakers

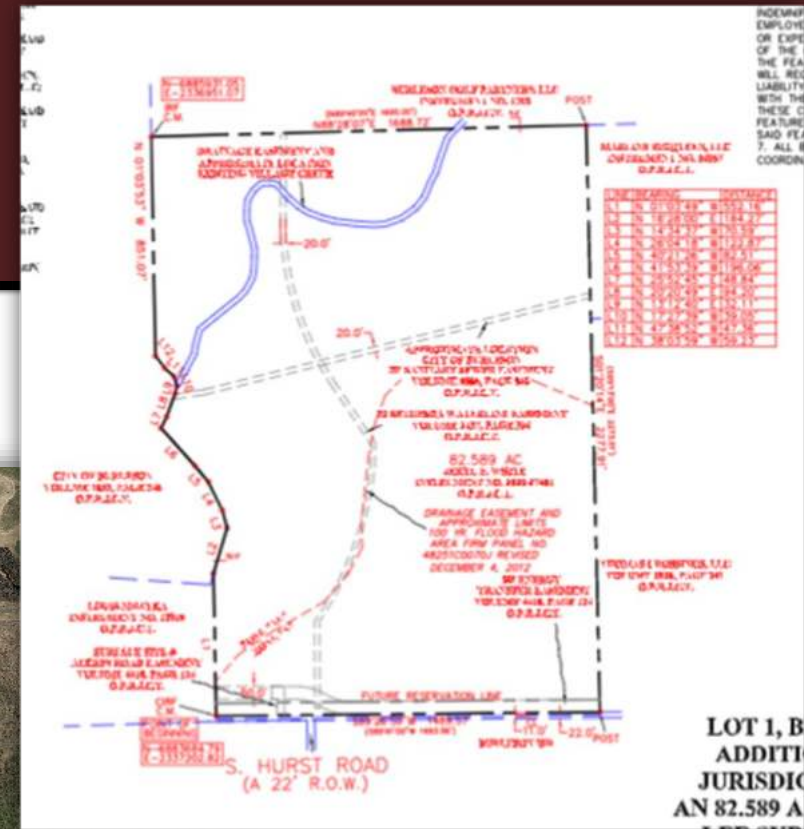
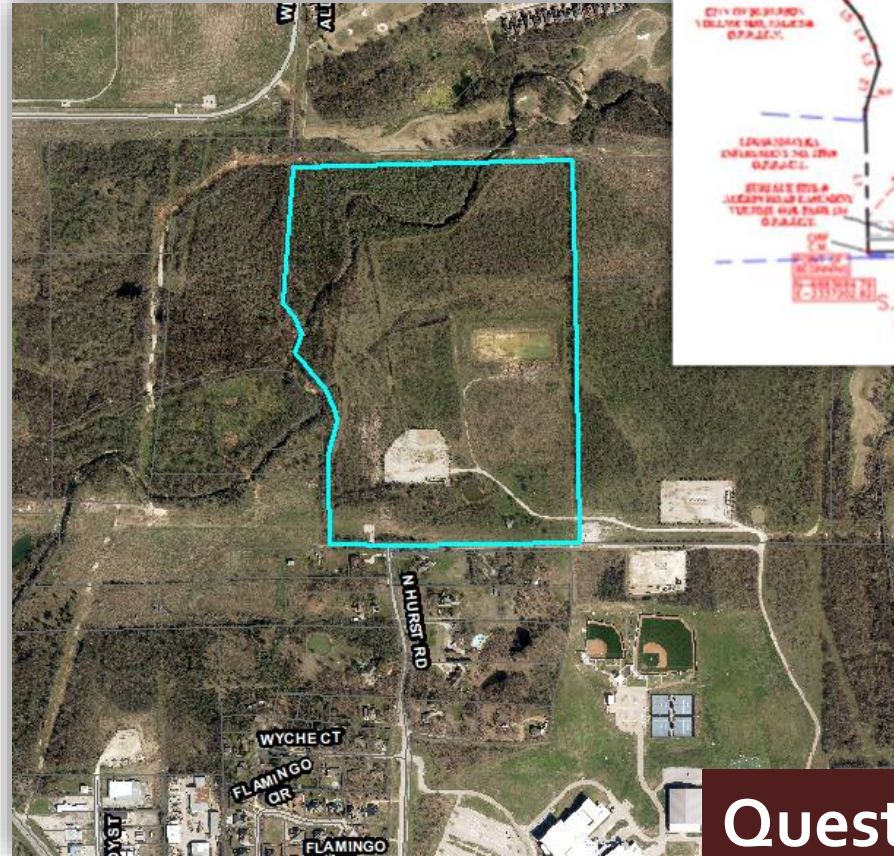
Peter Thomas

210 N Hurst Rd. ZC

City Council Action Requested

1. Open the Public Hearing;
2. Close the Public Hearing; and
3. Approve a zoning change from SF10, Single-family dwelling district-10 to A, Agricultural for 210 N Hurst Rd. (Case 21-137)

Staff recommends approval of the zoning change request



Questions/Discussion

ORDINANCE

AN ORDINANCE AMENDING ORDINANCE B-582, THE ZONING ORDINANCE OF THE CITY OF BURLESON, TEXAS, BY AMENDING THE OFFICIAL ZONING MAP AND CHANGING THE ZONING ON APPROXIMATELY 82.58 ACRES OF LAND, ADDRESSED AS 210 NORTH HURST ROAD, KNOWN AS LOT 1, BLOCK 1, J.E. WHITE ADDITION AN ADDITION TO JOHNSON COUNTY, TEXAS, FROM SF10, SINGLE-FAMILY DWELLING DISTRICT-10 TO A, AGRICULTURAL, MORE PARTICULARLY DESCRIBED IN EXHIBIT A, JOHNSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED HEREIN; PROVIDING A CLAUSE STATING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND PROVIDING A CUMULATIVE CLAUSE, A SEVERABILITY CLAUSE, A SAVINGS CLAUSE, A PENALTY CLAUSE, AND AN EFFECTIVE DATE.

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

WHEREAS, an application for a zoning change was filed by Nathan White, WC Farm LLC, Applicant, on October 4, 2021, under Case Number 21-137; and

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

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

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

WHEREAS, the City Council may consider and approve certain ordinances or ordinance amendments at only one meeting in accordance with Section 2-4 of the Code of Ordinances of the City of Burleson; and

WHEREAS, the City Council finds that this ordinance may be considered and approved in only one meeting because the provisions of this ordinance concern an individual zoning case that does not propose a change to the language to the Code of Ordinances of the City of Burleson.

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

Section 1.

The Official Zoning Map is hereby amended insofar as it relates to certain land described as Lot 1, Block 1, White Addition, City of Burleson, Johnson County, Texas, more particularly described

in Exhibit “A” and illustrated in Exhibit “B”, all exhibits being attached hereto and incorporated herein by reference for all purposes, by changing the zoning of said property from Single-Family Dwelling District-10 (SF10) to Agricultural (A).

Section 2.

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

Section 3.

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

Section 4.

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

Section 5.

It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this ordinance are severable., and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance, since the same would have been enacted by the city council without the incorporation in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

Section 6.

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

Section 7.

Any person, firm, association of persons, company, corporation, or their agents, its servants, or employees violating or failing to comply with any of the provisions of this article shall be fined, upon conviction, not less than one dollar (\$1.00) nor more than two thousand dollars (\$2,000.00), and each day any violation of noncompliance continues shall constitute a separate and distinct offense. The penalty provided herein shall be cumulative of other remedies provided by State Law,

and the power of injunction as provided in Texas Local Government Code 54.012 and as may be amended, may be exercised in enforcing this article whether or not there has been a complaint filed.

Section 8.

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

PASSED AND APPROVED:

First and Final Reading: the _____ day of _____, 20____.

Chris Fletcher, Mayor
City of Burleson, Texas

ATTEST:

APPROVED AS TO FORM & LEGALITY:

Amanda Campos, City Secretary

E. Allen Taylor, Jr., City Attorney

Exhibit A- Legal Description

BEING AN 82.589 ACRE TRACT OF LAND, IN THE ABNER LEE SURVEY, ABSTRACT NO. 496, JOHNSON COUNTY, TEXAS, CONVEYED TO MIKE GOLEY, AS DESCRIBED IN A DEED, RECORDED IN INSTRUMENT NO. 2010-00012734, OFFICIAL PUBLIC RECORDS, JOHNSON COUNTY, TEXAS, (O.P.R.J.C.T.), AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING, AT A CAPPED IRON ROD FOUND, AT THE SOUTHWEST CORNER OF SAID GOLEY TRACT, IN THE EAST LINE OF A TRACT OF LAND CONVEYED TO LOUIS MUZYKA, AS DESCRIBED IN A DEED, RECORDED IN INSTRUMENT NO. 12918, O.P.R.J.C.T.;

THENCE, WITH THE COMMON LINE BETWEEN SAID GOLEY TRACT AND WITH SAID MUZYKA TRACT, AND WITH THE COMMON LINE BETWEEN SAID GOLEY TRACT, AND WITH A TRACT OF LAND, CONVEYED TO THE CITY OF BURLESON, AS DESCRIBED IN A DEED, RECORDED IN VOLUME 1853, PAGE 246, O.P.R.J.C.T., THE FOLLOWING THIRTEEN (13) COURSES AND DISTANCES:

- 1.N 01°03'49" W, A DISTANCE OF 552.16 FEET;
- 2.N 16°28'00" E, A DISTANCE OF 184.27 FEET;
- 3.N 14°34'37" W, A DISTANCE OF 70.59 FEET;
- 4.N 26°04'18" W, A DISTANCE OF 122.87 FEET;
- 5.N 40°21'26" W, A DISTANCE OF 82.51 FEET;
- 6.N 41°53'39" W, A DISTANCE OF 196.06 FEET;
- 7.N 25°52'45" E, A DISTANCE OF 48.84 FEET;
- 8.N 20°20'49" E, A DISTANCE OF 94.20 FEET;
- 9.N 13°12'40" E, A DISTANCE OF 32.11 FEET;
- 10.N 17°27'39" W, A DISTANCE OF 39.05 FEET;
- 11.N 47°38'52" W, A DISTANCE OF 47.36 FEET;
- 12.N 38°03'59" W, A DISTANCE OF 59.23 FEET;
- 13.N 01°03'53" W, A DISTANCE OF 851.07 FEET, TO AN IRON ROD FOUND, AT THE NORTHWEST CORNER OF SAID GOLEY TRACT, AT THE SOUTHWEST CORNER OF A TRACT OF LAND, CONVEYED TO BURLESON GOLF PARTNERS, LLC, AS DESCRIBED IN A DEED, RECORDED IN INSTRUMENT NO. 1765, O.P.R.J.C.T.;

THENCE, WITH THE COMMON LINE BETWEEN SAID GOLEY TRACT AND WITH SAID BURLESON GOLF TRACT, N 88°28'07" E, A DISTANCE OF 1688.72 FEET, TO A POST FOUND, AT THE NORTHEAST CORNER OF SAID GOLEY TRACT, AT THE NORTHWEST CORNER OF A TRACT OF LAND, CONVEYED TO MARLINE EIGHTEEN, LLC, AS DESCRIBED IN A DEED, RECORDED IN INSTRUMENT NO. 24957, O.P.R.J.C.T.;

THENCE, WITH THE COMMON LINE BETWEEN SAID GOLEY TRACT AND WITH SAID MARLINE TRACT, AND WITH THE COMMON LINE BETWEEN SAID GOLEY TRACT AND WITH A TRACT OF LAND, CONVEYED TO THOMAS CROSSINGS, LLC, AS DESCRIBED IN A DEED, RECORDED IN VOLUME 2026, PAGE 241, O.P.R.J.C.T.,

CONSECUTIVELY, S 01°20'14" E, A DISTANCE OF 2277.91 FEET, TO A POST FOUND, AT THE SOUTHEAST CORNER OF SAID GOLEY TRACT, IN THE NORTH LINE OF A TRACT OF LAND, CONVEYED TO BURLESON ISD;

THENCE, WITH THE COMMON LINE BETWEEN SAID GOLEY TRACT AND WITH SAID BURLESON TRACT, AND WITH THE COMMON LINE BETWEEN SAID GOLEY TRACT AND WITH S. HURST ROAD, AND WITH THE COMMON LINE BETWEEN SAID GOLEY TRACT AND WITH SAID MUZYKA TRACT, CONSECUTIVELY, S 89°26'50" W, A DISTANCE OF 1489.57 FEET, TO THE **POINT OF BEGINNING** AND CONTAINING 82.589 ACRES OF LAND AS SURVEYED ON THE GROUND UNDER THE SUPERVISION OF SHELBY J. HOFFMAN, R.P.L.S. NO. 6084, ON JUNE 9, 2020.

Exhibit B

THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, DO HEREBY CERTIFY THAT J.E. WHITE, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

THIS UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, DO HEREBY CERTIFY THAT J.E. WHITE, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL OF OFFICE THIS 20th DAY OF _____ 2021.

NOTARY PUBLIC

ACCORDING TO THE FLOOD INSURANCE RATE MAP (FIRM) COMMUNITY PANEL NO. 48503C040A, FLOOD ZONE (A) 2011, THE SUBJECT PROPERTY IS LOCATED WITHIN THE FOLLOWING ZONE:

ZONE 1 - AREAS DETERMINED TO BE OUTSIDE THE 100-YEAR FLOODPLAIN

ZONE 2 - AREAS OF THE 100-YEAR FLOOD

ZONE 4 - BASE FLOOD ELEVATIONS DETERMINED

VICINITY MAP (NOT TO SCALE)

CITY OF BURLESON
JOHNSON COUNTY, TEXAS

APPROVED BY THE DEVELOPMENT ASSISTANCE COMMITTEE OF BURLESON, JOHNSON COUNTY, TEXAS

THIS _____ DAY OF _____ 2021.

BY: _____
CHAIR OF DEVELOPMENT ASSISTANCE COMMITTEE

BY: _____
CITY SECRETARY

PLAT RECORDED IN
VOLUME _____ PAGE _____
DATE _____

CITY CLERK, JOHNSON COUNTY, TEXAS

DEPUTY

LEGEND

BM IRON ROD FOUND
C/M CONTROLLING MONUMENT
C/M CAPTAIN IRON ROD FOUND
GUY ANCHOR GUY
P/P POWER POLE
C/M OVERHEAD ELECTRIC
EM GAS SIGN
C/M ELECTRIC METER MANHOLE

OWNER:
J.E. WHITE
1004 IRWIN CIR.
BURST TEXAS 76033

PRELIMINARY NOT TO BE RECORDED

RECORDED PROFESSIONAL LAND SURVEYOR

SHIRLEY J. HOFFMAN, L.S. CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE SURVEY OF THE LAND ON SEPTEMBER 15, 2021 AND THAT THE INFORMATION SUBMITTED IS ACCURATE AND TRUE. ANY PERSON PLACING LAND UNDER PERSONAL SURVEILLANCE.

MINOR PLAT SHOWING
LOT 1, BLOCK 1, J.E. WHITE ADDITION, AN
ADDITION TO THE CITY OF BURLESON,
AN 82.889 ACRE TRACT OF LAND, IN THE ABNER
LEE SURVEY, ABSTRACT NO. 496, JOHNSON
COUNTY, TEXAS, RECORDED IN INSTRUMENT
NO. 2020-27461, OFFICIAL PUBLIC RECORDS,
JOHNSON COUNTY, TEXAS

GEOMATIC SOLUTIONS, INC.
3808 S. HELEN, SUITE 124-236, FORT WORTH, TEXAS
OFFICE: 817-887-8916
PELS FIRM NO. 10184400, SHELBY@GNSURVEY.COM
Scale: 1"=350' Date: 10/15/21 DWG: 2020445-MINOR PLAT
Drawn: D Checked: S.M. Job: 2020-445

City of Burleson Zoning Change back to AG request information
History with pictures for 210 N Hurst Rd Burleson TX ABST 496 TR2 A LEE

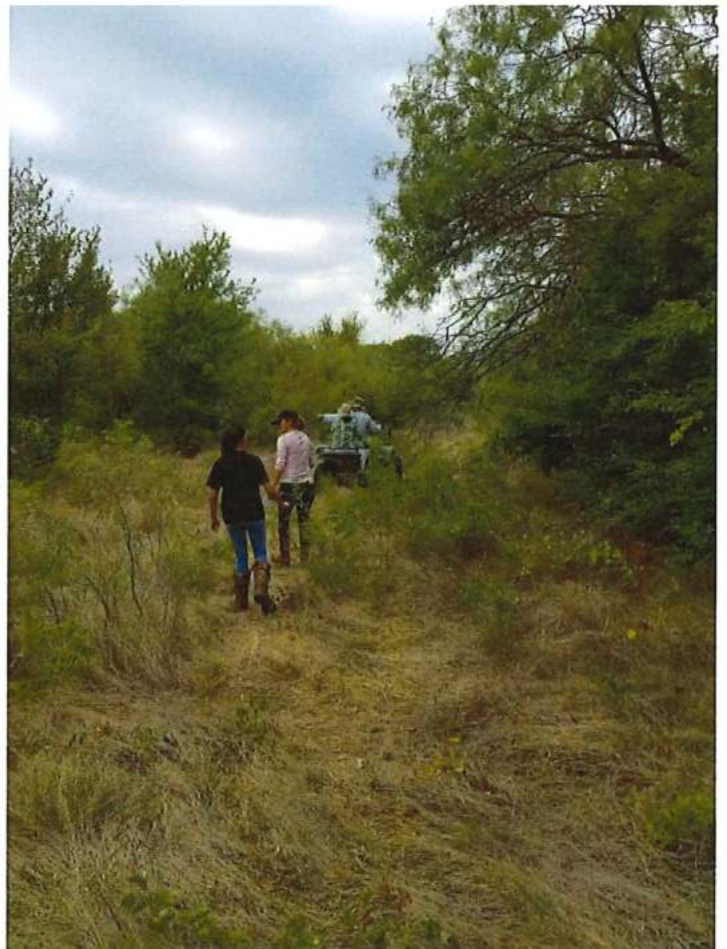
Jerald,

In August of 2020 the farm came onto the market and I made offer that was accepted. The prior owner had other offers that were higher, but all the other offers were from developers. He said he wanted to make sure it stayed a farm. We agreed he would have his cattle moved off by the end December 2020 and we agreed. He said it had always been a farm. Prior to purchase I checked with Johnson County who confirmed it was agricultural land and always had been.

In December of 2020 I filed to form WC Farm LLC to be the Family Farm entity filed in TX (See attached). We want this to be a legacy farm worked by our family and friends, and later our children as they get older.

In December 2020 we requested and were assigned an address by the City of Burleson. (See attached) Previously there was not an address, just a farm at the dead end of North Hurst Road.

In January of 2021 my family began clearing mesquites and scrub by hand from farm to convert it to Farmland. The land was so overgrown with Mesquites you could not easily walk around on it. This was not efficient but my family could not wait to get started working the land.

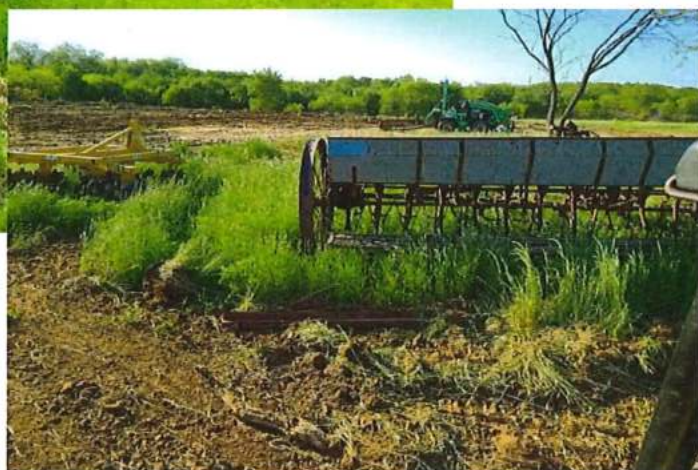
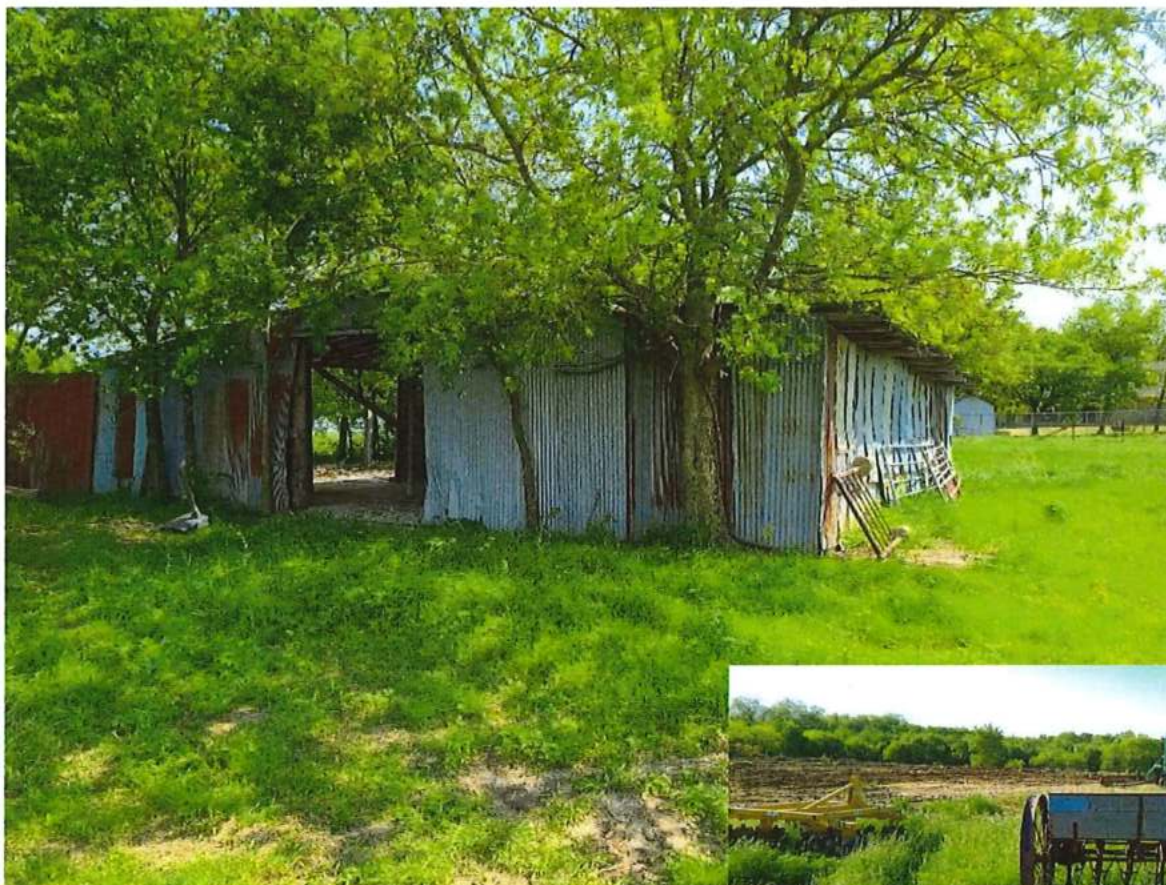


We had Justin Hale from Texas A&M Agrilife come out and evaluate the property for current cattle grazing. Based on the properties current condition overgrown with Mesquites the State of Texas recommended no more than 6 adult cows be allowed on the property unless we wanted to supplemental feed them.

Justin Taylor Hale M.S.
County Extension Agent
Agriculture & Natural Resources
Johnson County | Texas A&M AgriLife Extension Service
109 W Chambers St. | Cleburne, TX 76033
p: (817)556-6370 | c: (817) 944-6673 | f: (817) 556-6375
Justin.Hale@ag.tamu.edu | <http://johnson.agrilife.org/> | <http://AgriLifeExtension.tamu.edu>

In order to continuously farm the land, we Non exclusively leased the farm for cattle Grazing (See attached). This is a stop gap measure where we allowed a local Johnson County cattle farmer to periodically bring up to 6 cows to the land and keep and maintain them in a moveable fence.

When clearing the trees, we discovered an old barn and farming equipment that is more than 50 years old. Previously the overgrown mesquite trees were so thick you could not even see the barn on the property.



We purchased heavy equipment and spent hundreds if not thousands of hours clearing mesquite trees off the farm to restore it to useable farm land.

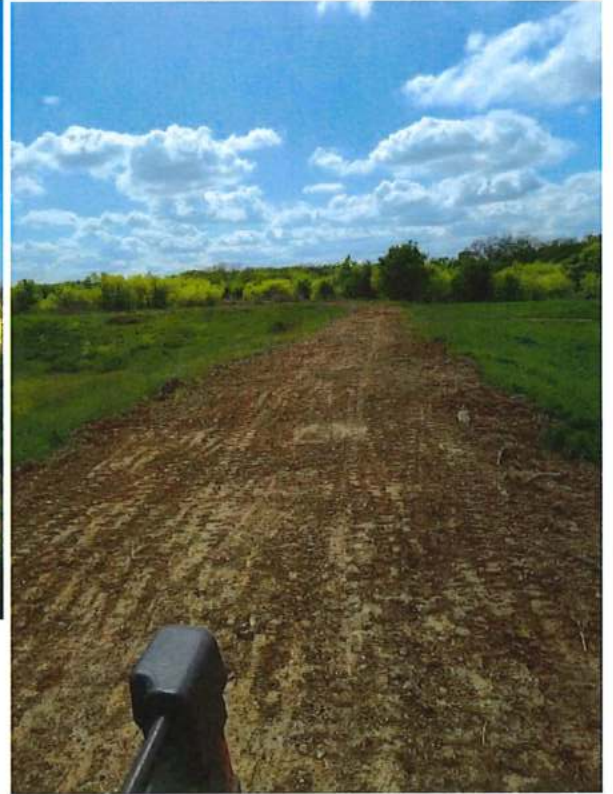


We joined the Texas Farm Bureau to get additional farming help and information (See attached)
We filed for Ag registration with Texas (See attached)

We worked diligently to grade, plow, and level the land to bring it back to being fertile without using any chemicals.



We now have over half the farm growing grass and natural vegetation. We are still working to clear the rest of the farm.



Our immediate need is a large Barn or at least 10,000 to 20,000 square feet. We need a barn with electric and water to house and maintain the equipment we are using on the farm. We also need the barn for storage. We need dry secure storage for seeds, feed, and supplies. These can not be left out in the elements and must be stored in a cool dry secure place. We also need a barn restroom. I can urinate anywhere on the farm, but asking my wife and female family members to urinate and defecate without facilities is not the best practice.

As we continue to cultivate the farm and the soil we intend to move beyond simply having cattle and would like to have a full orchard growing on site with various fruits. We are working with Texas and the Agrilife program to determine the best fruits to grow according to best practices based on our location, soil type, water available, and other factors.

We recently attended the 10th annual Texas fruit growers conference in New Braunfels and lined up some expert local help to guide us in establishing an orchard on the property. We spoke with some of the foremost experts worldwide on fruit growth and horticulture. We are currently testing our soil and water and working with a farm planner to set up the farm the best way possible.

Much of this is being slowed or placed on hold as we are not currently allowed to build a barn or det up our farm according to best practices in Texas until the City of Burleson allows us to be zoned AG. Our farm land has always been used as agricultural land. It should have been zoned AG and stayed zoned AG. We now need to have it zoned AG in order to move forward with farming our farm land.

We believe in today's climate with food prices soaring, large scale GMO food production containing miscellaneous chemicals, and transportation issues the citizens of the city of Burleson would all be open to the idea of a local family run farm and benefit from us producing quality food locally in Burleson Texas. We look forward to being set up within a few years to open our farm to local organizations like the FFA and other local community groups to pass on what we are learning and educate our children on farming methods without going outside Burleson City limits to do it.

It is our prayer that the City of Burleson will hear our plea, listen to our story, and see our evidence and decide to grant our application to rezone our family farm to AG zoning.

1. ALL BEARINGS SHOWN HEREON ARE CORRELATED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE (4202), NAD83 (NA 2011).
2. THIS SURVEY WAS PREPARED WITH THE BENEFIT OF A COPY OF A COMMITMENT FOR TITLE INSURANCE, PREPARED BY PROVIDENCE TITLE COMPANY, #G14008041, ISSUED JUNE 4, 2020.
3. THE SURVEY PERFORMED ON THE GROUND OF THE SUBJECT PROPERTY AND THE PREPARATION OF A DEPOSITION OF THE RESULTS THEREOF ON THIS SURVEY EXHIBIT WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE, THEREFORE THERE MAY BE EASEMENTS OR OTHER MATTERS THAT COULD EXIST AND ARE NOT SHOWN.
4. () DENOTES RECORD DATA.
5. THE EASEMENT RECORDED IN VOLUME 354, PAGE 434, VOLUME 457, PAGE(S) 205, AND 398, O.P.R.A.C.T., MAY AFFECT THE SUBJECT TRACT, HOWEVER, THIS SURVEYOR CANNOT DETERMINE THE LOCATION THEREOF.
6. THE EASEMENT RECORDED IN COUNTY CLERK'S FILE NO. 201000009985, O.P.R.A.C.T., DOES AFFECT THE SUBJECT TRACT, HOWEVER, THIS SURVEYOR CANNOT DETERMINE THE LOCATION THEREOF.
- THIS SURVEY EXHIBIT WAS PREPARED FROM A SURVEY PERFORMED ON THE GROUND UNDER THE SUPERVISION OF SHELBY J. HOFFMAN, R.P.L.S. NO. 6084, ON JUNE 9, 2020 AND SHOWS THE EXISTING CONDITIONS OBSERVED AT THE TIME OF THE SURVEY.

THIS SURVEY EXHIBIT WAS PREPARED FROM A SURVEY PERFORMED ON THE GROUND UNDER THE SUPERVISION OF SHELBY J. HOFFMAN, R.P.L.S. NO. 6084, ON JUNE 9, 2020 AND SHOWS THE EXISTING CONDITIONS OBSERVED AT THE TIME OF THE SURVEY.

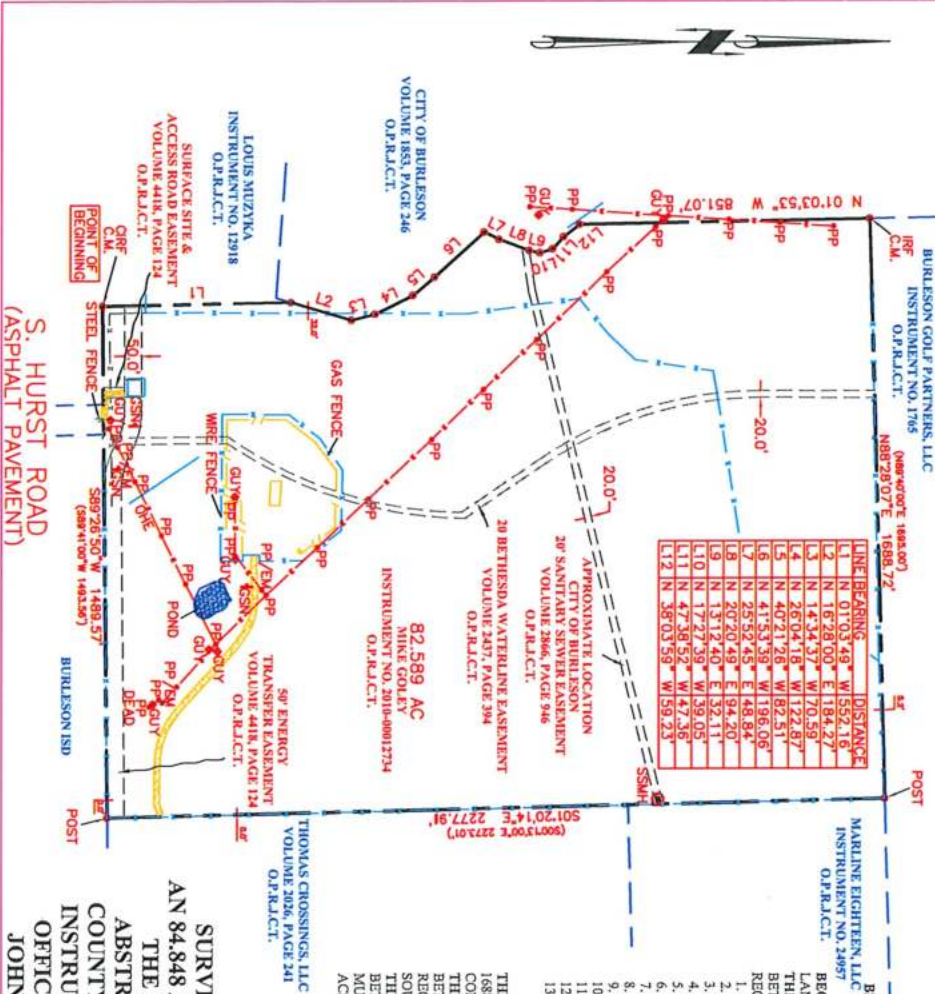
PROPERTY ADDRESS:
170 S. HURST RD.
BURLESON, TEXAS

PROPERTY DESCRIPTION

BEING AN 82.589 ACRES TRACT OF LAND, IN THE AMBER LEE SURVEY, ABSTRACT NO. 274, JOHNSON COUNTY, TEXAS, CONVEYED TO LUCILLE COLE, AS DESCRIBED IN A DEED, RECORDED IN INSTRUMENT NO. 2010-0001274, OFFICIAL PUBLIC RECORDS, JOHNSON COUNTY, TEXAS, (O.P.R.C.T.), AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING, AT A CAPPED IRON ROD FOUND, AT THE SOUTHWEST CORNER OF SAID GOLEY TRACT, IN THE EAST LINE OF A TRACT OF LAND CONVEYED TO LOUIS MURKIN, AS DESCRIBED IN A DEED RECORDED IN INSTRUMENT NO. 12918, O.P.R.C.T.; THENCE, WITH THE COMMON LINE BETWEEN SAID GOLEY TRACT AND WITH SAID MURKIN TRACT, AND WITH THE COMMON LINE BETWEEN SAID GOLEY TRACT, AND WITH A TRACT OF LAND, CONVEYED TO THE CITY OF BURLESON, AS DESCRIBED IN A DEED, RECORDED IN VOLUME 1833, PAGE 246, O.P.R.C.T., THE FOLLOWING (FIFTEEN) (15) COURSES AND DISTANCES:

RECORDED IN VOLUME 1853, PAGE 246, O.P.R.J.C.T., THE FOLLOWING THIRTEEN (13) COURSES AND DISTANCES.

1. N 01°03'49" W, A DISTANCE OF 552.16 FEET;
2. N 16°28'00" E, A DISTANCE OF 184.27 FEET;
3. N 65°03'37" W, A DISTANCE OF 70.53 FEET;
4. N 44°34'37" W, A DISTANCE OF 70.53 FEET;
5. N 65°03'37" W, A DISTANCE OF 82.51 FEET;
6. N 66°21'46" W, A DISTANCE OF 82.51 FEET;
7. N 41°53'39" W, A DISTANCE OF 196.06 FEET;
8. N 25°52'45" E, A DISTANCE OF 48.84 FEET;
9. N 00°20'49" E, A DISTANCE OF 94.20 FEET;
10. N 13°12'40" E, A DISTANCE OF 32.11 FEET;
11. N 17°27'39" W, A DISTANCE OF 39.05 FEET;
12. N 47°48'52" W, A DISTANCE OF 47.36 FEET;
13. N 38°03'59" W, A DISTANCE OF 59.23 FEET;
14. N 01°03'51" W, A DISTANCE OF 821.07 FEET, TO AN IRON ROD FOUND, AT THE NORTHWEST CORNER OF SAID COWLEY TRACT, AT THE

[illegible]

S. HURST ROAD
(ASPHALT PAVEMENT)

SURVEY EXHIBIT SHOWING
AN 84.848 ACRE TRACT OF LAND, IN
THE ABNER LEE SURVEY,
ABSTRACT NO. 496, JOHNSON
COUNTY, TEXAS, RECORDED IN
INSTRUMENT NO. 2010-00012734,
OFFICIAL PUBLIC RECORDS,
JOHNSON COUNTY, TEXAS

REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6084

GEOMATICS SOLUTIONS, INC.

TBPLS FIRM NO. 10184400 SHELBY@GCSISURVEY.COM

Scale: 1"=350'	Date: 6/10/2020	DWG: 2020445-SURVEY-001
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Drawn: OF	Checked: SJH	Job: 2020-445
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December 7, 2020

To Whom It May Concern:

The address of 210 N Hurst Rd has been assigned to the property listed below and is a valid 911 address within the City of Burleson.

Legal Description

Abstract 496

Tract 2

A Lee Survey

TAX ID Number: 126.0496.00015

Sincerely,

Carrie Jensen
Sr GIS Analyst
City of Burleson
817-426-9618

Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
FAX: 512/463-5709



**Certificate of Formation
Limited Liability Company**

Filed in the Office of the
Secretary of State of Texas
Filing #: 803860855 12/14/2020
Document #: 1013421680002
Image Generated Electronically
for Web Filing

Filing Fee: \$300

Article 1 - Entity Name and Type

The filing entity being formed is a limited liability company. The name of the entity is:

WC FARM LLC

Article 2 - Registered Agent and Registered Office

☒ A. The initial registered agent is an organization (cannot be company named above) by the name of:

LEGALINC CORPORATE SERVICES INC.

OR

☐ B. The initial registered agent is an individual resident of the state whose name is set forth below:

C. The business address of the registered agent and the registered office address is:

Street Address:

**10601 CLARENCE DR
SUITE 250 FRISCO TX 75033**

Consent of Registered Agent

☐ A. A copy of the consent of registered agent is attached.

OR

☒ B. The consent of the registered agent is maintained by the entity.

Article 3 - Governing Authority

☐ A. The limited liability company is to be managed by managers.

OR

☒ B. The limited liability company will not have managers. Management of the company is reserved to the members.

The names and addresses of the governing persons are set forth below:

Managing Member 1: **NATHAN WHITE**

Title: **Managing Member**

Address: **5415 LOWRIE RD COLLEYVILLE TX, USA 76034**

Article 4 - Purpose

The purpose for which the company is organized is for the transaction of any and all lawful business for which limited liability companies may be organized under the Texas Business Organizations Code.

Supplemental Provisions / Information



Office of the Secretary of State

December 15, 2020

Attn: INCFILE.COM LLC

INCFILE.COM LLC
17350 STATE HWY 249, SUITE 220
Houston, TX 77064 USA

RE: WC FARM LLC
File Number: 803860855

It has been our pleasure to file the certificate of formation and issue the enclosed certificate of filing evidencing the existence of the newly created domestic limited liability company (llc).

Unless exempted, the entity formed is subject to state tax laws, including franchise tax laws. Shortly, the Comptroller of Public Accounts will be contacting the entity at its registered office for information that will assist the Comptroller in setting up the franchise tax account for the entity. Information about franchise tax, and contact information for the Comptroller's office, is available on their web site at <https://window.state.tx.us/taxinfo/franchise/index.html>.

The entity formed does not file annual reports with the Secretary of State. Documents will be filed with the Secretary of State if the entity needs to amend one of the provisions in its certificate of formation. It is important for the entity to continuously maintain a registered agent and office in Texas. Failure to maintain an agent or office or file a change to the information in Texas may result in the involuntary termination of the entity.

If we can be of further service at any time, please let us know.

Sincerely,

Corporations Section
Business & Public Filings Division
(512) 463-5555

Enclosure



Office of the Secretary of State

CERTIFICATE OF FILING OF

WC FARM LLC
File Number: 803860855

The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Formation for the above named Domestic Limited Liability Company (LLC) has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

The issuance of this certificate does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 12/14/2020

Effective: 12/14/2020



A handwritten signature in black ink, appearing to read "Ruth R. Hughs".

Ruth R. Hughs
Secretary of State

Pasture (Grazing) Lease Agreement

Date and names of parties. This lease is entered into on January 15th 2021, Between WC Farm LLC represented by Nathan White (Landlords) Lessor(s), at (address) 210 North Hurst Road Burleson Texas 76028 and Howard Lee Joel Jr (Tenants) Lessee(s), at (address) 308 CR 904 Joshua TX 76058.

The parties to this lease agree to the following provisions.

Description of land. The Lessor rents and leases to the Lessee, to occupy and to use for agricultural purposes only, the following real estate located in the County of Johnson and the State of Texas, described as follows: Pasture at 210 North Hurst Road Burleson TX 76028, commonly known as the WC Farm LLC and consisting of approximately 82 acres.

Length of tenure. The term of this lease shall be 5 years from January 15th 2021 to Jan 15th 2026.

Amendments and alterations to this lease may be made in writing in the space provided and the end of this form at any time by mutual agreement. If the parties fail to agree on proposed alterations, the existing provisions of the lease shall control operations.

Section 1. Animal Units

Not more than 15 animal units shall be kept in the pasture at any one time without the express written consent of the Lessor.

Deliberate violation of this provision shall constitute grounds for termination of this lease.

MESQUITE OR MIXED BRUSH PASTURE – Standard practices: Fences maintained, stock water, systematic marketing of animals, and property management of land for long-run forage.		
Type of Pasture	Acres per AU	Acreage needed for minimal AU
Poor native east of I-35	3-20	12-80
Poor native west of I-35	5-40	20-160

Section 2. Rental Calculations and Payment Schedule

The Lessor agrees to pay \$30,000 one-time payment. Paid in Full Check #1107.

Section 3. Lessor and Lessee Responsibilities

Lessor and Lessee agree the lessor will utilize mobile electric fencing to fence off areas where cattle will be at any point in time on the property.

Section 4. Default, Possession, Right of Entry, Mineral Rights, Extent of Agreement, Liability

The Lessor and Lessee agree to the following provisions. (Strike out any not desired.)

Mineral rights. Nothing in this lease shall confer upon the Lessee any right to minerals underlying the land. Such mineral rights are hereby reserved by the Lessor together with the full right to enter upon the premises and to bore, search, excavate, work, and remove the minerals, to deposit excavated rubbish, to pass over the premises with vehicles, and to lay down and work any railroad track or tracks, tank, pipelines, power lines, and structures as may be necessary or convenient for the above purpose. The Lessor agrees to reimburse the Lessee for any actual

damage the Lessee may suffer for pasture destroyed by these activities and to release the Lessee from obligation to continue pasturing this property when development of mineral resources interferes materially with the Lessee's opportunity to make a satisfactory return.

Extent of agreement. The terms of this lease shall be binding on the heirs, executors, administrators, and assigns of both Lessor and Lessee in like manner as upon the original parties.



Lessor WC Farm LLC represented by Nathan White

January 15th 2021

Date



Lessee Howard Lee Joel Jr

January 15th 2021

Date



**TEXAS
FARM
BUREAU®**

RUSSELL W. BOENING
President

MARK DANIEL
Vice President

J. WALT HAGOOD
Secretary-Treasurer

PAT D. MCDOWELL
Shamrock

J. WALT HAGOOD
Wolfforth

MARK DANIEL
Seymour

JOHN PAUL DINEEN, III
Waxahatchie

KEVIN WILKERSON
Mabank

WARREN CUDE
Fort Stockton

SAM SNYDER
Moran

MICKEY EDWARDS
Lampasas

JOHN K. GRIFFITH
Alto

PETE J. PAWELEK
Poteet

ALLEN KAMINSKI
Seely

BRIAN ADAMEK
Victoria

SCOTT FRAZIER
Chapman Ranch

NATHAN WHITE
210 N HURST RD
BURLESON, TX 76028-4312

28DG6P
126

Dear New Farm Bureau Member:

Your Farm Bureau Membership Number Is 28DG6P

Welcome to the Texas Farm Bureau! We know you will be proud of your association with the member families of one of Texas' great organizations. Enclosed is a Texas Farm Bureau "Voice of Agriculture" decal we would like for you to proudly display on your vehicle, as a symbol of all for which your organization stands.

Your membership gives you access to many quality, money saving service programs. You will also find that Farm Bureau is an action organization committed to getting important things done. Also enclosed are brochures that will give you more information about your new organization. Many members find that the strong collective voice provided by Texas Farm Bureau is the real value of being a member. It gives you an opportunity to work on pocketbook issues like taxes, government regulation, education and transportation.

Farm Bureau policy positions on issues begin with our members at the county level. The organization provides a means by which members can develop positions that concern them. The influence of Farm Bureau reaches Austin and Washington, where our organization has an impressive track record of gaining favorable action for members' concerns. Your participation will only make our voice stronger.

You are now one of more than 500,000 member families that together have helped make Farm Bureau one of Texas's most influential and successful organizations. Thank you for joining.

Sincerely,

Russell W. Boening
President

MEMBERSHIP CARD

THIS CERTIFIES THAT
NATHAN WHITE

IS A MEMBER OF
JOHNSON
COUNTY FARM BUREAU
(PROVIDED DUES ARE PAID)

EXPIRATION DATE:
04/30/2022

MEMBER NO.:
28DG6P

MEMBER SINCE:
04/08/2021



**TEXAS
FARM
BUREAU®**

001552WEEKLYNTFB_210419



TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

Comptroller.Texas.Gov

December 20, 2020

WC FARM LLC
210 N HURST RD
BURLESON, TX 76028-4312
JOHNSON

Confirmation of Agricultural and Timber (Ag/Timber) Number Registration

We are pleased to inform you that you have been granted Texas ag/timber number 32076999872 . This number expires Dec. 31, 2023, or when you are no longer engaged in the production of agricultural or timber products for sale, whichever comes first.

At the bottom of this letter, we have provided two wallet-sized courtesy cards with your ag/timber number and expiration date.

Sales Tax Exemption: You must enter your ag/timber number and expiration date on either the Texas Agricultural Sales and Use Tax Exemption Certificate (Form 01-924) or the Texas Timber Operations Sales and Use Tax Exemption Certificate (Form 01-925) when making tax-exempt purchases of qualifying items. If a supplier already has an exemption certificate with your ag/timber number, you can update it with the expiration date and initial it.

Motor Vehicle Tax Exemption: You must enter your ag/timber number and expiration date on the Texas Motor Vehicle Tax Exemption Certificate for Agricultural and Timber Operations (Form 14-319) or the Motor Vehicle Rental Tax Exemption Certificate (Form 14-305/Back) when claiming a motor vehicle tax exemption on qualifying farm/timber machines and farm/timber trailers.

When registering a vehicle with farm plates at the county, the Texas Department of Motor Vehicles requires the name or DBA on the ag/timber courtesy card match the name in which the vehicle is registered in accordance with Transportation Code Sections 502.146 and 502.433.

You can authorize others associated with your operation to use this number to make qualifying tax-exempt purchases on your behalf, but you are responsible for any misuse of your ag/timber number.

Agricultural or timber exemption certificates and information about qualifying purchases are available online at www.comptroller.texas.gov/taxes/ag-timber. For more information about the agricultural or timber exemptions, contact us at www.comptroller.texas.gov/web-forms/tax-help or call 1-800-252-5555.



Texas Agricultural or Timber Registration

Registration
Number: 32076999872

Name:
WC FARM LLC
DBA, Farm or Ranch Name:
WC Farm LLC

VALID 12/20/2020 THRU 12/31/2023

*Cut out these courtesy
cards and use them
when you make
qualifying tax-exempt
purchases.*

*The registration
number and expiration
date must be entered
on ag/timber exemption
certificates.*

Form 01-926 (Rev.6-19/6)



Texas Agricultural or Timber Registration

Registration
Number: 32076999872

Name:
WC FARM LLC
DBA, Farm or Ranch Name:
WC Farm LLC

VALID 12/20/2020 THRU 12/31/2023

126.0496.002

126.0496.00015

Barn Site

126.0496.00190

004.02181

126.0004.02180

126.2602.00010

126.2633.00010



City of Burleson

City Council

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

AGENDA INFORMATION SHEET

DEPARTMENT: Development Services
CASE MANAGER: Lidon Pearce
DATE: 01/03/2022

SUBJECT

Ordinance Modification for text amendments to Section 7-2 of Article VII – Business Park Design Standards of Appendix C, and Sections 10-600 and 10-601 of Chapter 10 of the Code of Ordinances of the City of Burleson (Case 21-149): Hold a public hearing and consider an ordinance amendment to eliminate the masonry waiver process, with the exception of the Old Town Overlay District, as defined and modify the masonry definition. *(First Reading) (Staff Presenter: Tony Mcilwain, Director of Development Services) (The Planning and Zoning Commission recommended approval by unanimous vote.)*

Attachments

Staff Memo
Presentation
Draft Ordinance
Redline

Respectfully submitted:

Tony Mcilwain
Director of Development Services
tmcilwain@burlesontx.com
817-426-9684

DEPARTMENT MEMO**DEPARTMENT:** Development Services**FROM:** Tony McIlwain**MEETING:** January 3, 2022**SUBJECT**

Ordinance Modification for text amendments to Section 7-2 of Article VII – Business Park Design Standards of Appendix C of the Code of Ordinances of the City of Burleson (Case 21-149): Hold a public hearing and consider an ordinance amending Section 7-2 "Definitions" of Article VII "Business Park Design Standards" of Appendix C of the City of Burleson Code of Ordinances amending the definition of masonry and modifying the masonry standards. *(First Reading) (Staff Presenter: Tony McIlwain, Director of Development Services))(The Planning and Zoning Commission recommended approval by unanimous vote.)*

SUMMARY:

On October 18, 2021, City staff was directed by City Council to modify the masonry design definition and to eliminate the waiver process to align with HB 2439.

HB 2439 does not apply for a building located in a place or area designated for its historical, cultural, or architectural importance and significance. A municipality may regulate such places or areas under Section 211.033(b), Local Government Code as long as the place or area was designated before April 1, 2019. The City Council approved the creation of the Old Town Overlay District on September 12, 1996, to encourage the preservation and development of architecture and uses that have been determined as being historically and culturally significant to the city. All regulations related to building standards and materials remain enforceable within the Old Town Overlay District.

After further evaluation, staff recommends leaving Chapter 10 intact as written, but not processing future masonry waiver requests. Staff has updated the definition of masonry and applicability of masonry design standards within Section 7-2, Article VII of Appendix C-Business Park Design Standards.

A red-line markup of the Business Park Design Standards is included with this memorandum.

OPTIONS:

1. Recommend approval of an ordinance amendment to Section 7-2 "Definitions" of Article VII "Business Park Design Standards" of Appendix C of the City of Burleson Code of Ordinances amending the definition of masonry and modifying the masonry standards;
2. Recommend approval of an ordinance amendment to Section 7-2 "Definitions" of Article VII "Business Park Design Standards" of Appendix C of the City of Burleson Code of Ordinances amending the definition of masonry and modifying the masonry standards with additional or different recommendations; or

3. Recommend denial of an ordinance amendment to Section 7-2 "Definitions" of Article VII "Business Park Design Standards" of Appendix C of the City of Burleson Code of Ordinances amending the definition of masonry and modifying the masonry standards

RECOMMENDATION:

Approve an ordinance amending Section 7-2 "Definitions" of Article VII "Business Park Design Standards" of Appendix C of the City of Burleson Code of Ordinances amending the definition of masonry and modifying the masonry standards on first reading (Case 21-149)

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

November 16, 2021 - Planning and Zoning Commission unanimously recommended approval ordinance amendment to eliminate the waiver process with the exception of the Old Town Overlay District as defined and modify the masonry definition. (Case 21-149)

October 18, 2021 – Staff presented options related to the masonry design standards and masonry waiver process to City Council.

PUBLIC NOTIFICATION:

Notice was published in the newspaper in accordance with City ordinances and state law. At this time staff has received no inquiries regarding this case.

FISCAL IMPACT:

None.

STAFF CONTACT:

Name: Tony Mcilwain, AICP, CFM
Department: Development Services Director
Email: tmcilwain@burlesontx.com
Phone: 817-426-9684

Masonry Design Standards Ordinance Amendment (Case 21-149)

History

- Chapter 10 – Masonry Ordinance
 - Applies to entire City and certain overlays
 - Requires percentage of masonry for new or remodeled buildings
 - Restricts/prohibits certain materials or does not recognize as a masonry material
 - Waivers are required for restricted or prohibited materials and non-conformance with required percentage of material
- September 1, 2019 – HB 2439 major points summarized below
 - Prohibits or limits the use or installation of a building product or material if the product or material is approved by the national building code published within the last 3 years
 - Establishes a standard for a building product, material, or aesthetic method in construction more stringent than the national building code
 - Does not apply for a building located in a place or area designated for its historical, cultural, or architectural importance and significance. A municipality may regulate the place or area under Section 211.033(b), Local Government Code as long as the place or area was designated before April 1, 2019
- September 12, 1996 – City Council approved creation of the Old Town Overlay District
 - Intent is to encourage the preservation and development of architecture and uses that have been determined as being historically and culturally significant to the City

Masonry Design Standards Ordinance Amendment (Case 21-149)

Summary

- October 18, 2021 – City Council directed staff to amend the ordinance for the following -
 - Eliminate the waiver process in Chapter 10
 - Revise masonry definition to allow for additional materials to be considered as masonry
- After further evaluation of potential modifications with legal counsel, staff recommends leaving Chapter 10 intact as written but not processing waiver requests and following the guidelines of HB 2439. Staff recommends the following changes to Appendix C, Article VII – Business Park Design Standards:

Section	Summary of Modifications
Appendix C - Article VII: Business Park Design Standards Section 7-2 - Definitions	Added a statement that if any of the provisions of the article conflict with state law, state law shall take control
	Updated masonry definition to include split face concrete masonry units (CMU), exterior insulating finish systems (EIFS), and cementitious-fiber clapboard with at least a 50-year warranty.

Masonry Design Standards Ordinance Amendment (Case 21-149)

P&Z Summary

Vote

Recommended Approval Unanimously.

Discussion

P&Z and staff discussed what other municipalities have done to implement HB 2439, as well as what actions would be required if the state legislation changed in the future.

Speakers

No public speakers.

Masonry Design Standards Ordinance Amendment (Case 21-149)

Council Action Requested

1. Open the Public Hearing;
2. Close the Public Hearing; and
3. Approve of an ordinance amending Section 7-2 "Definitions" of Article VII "Business Park Design Standards" of Appendix C of the City of Burleson Code of Ordinances amending the definition of masonry and modifying the masonry standards on first reading (Case 21-149)

Questions/Discussion

ORDINANCE

AN ORDINANCE FOR THE CITY OF BURLESON, TEXAS, AMENDING SECTION 7-2 “DEFINITIONS” OF ARTICLE VII “BUSINESS PARK DESIGN STANDARDS” OF APPENDIX C OF THE CITY OF BURLESON CODE OF ORDINANCES AMENDING THE DEFINITION OF MASONRY AND MODIFYING THE MASONRY STANDARDS; PROVIDING A CUMULATIVE CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY CLAUSE; PROVIDING FOR PUBLICATION AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Council passed and adopted Ordinance No. B-582(K1110) on December 6, 2010, that, among other things, set forth masonry construction standards in the Business Park Overlay District; and

WHEREAS, House Bill 2349, codified in Chapter 3000 of the Texas Government Code, set forth certain limitations on municipalities in adopting or enforcing ordinances regulating building products, materials, or methods; and

WHEREAS, the City Council desires to amend certain portions of Appendix C, Article VII, Business Park Design Standards, Code of Ordinances, City of Burleson, for the purpose of modification of the masonry design standards within the Article; and

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

WHEREAS, a public hearing was duly held by the Planning and Zoning Commission of the City on November 16, 2021, and by the City Council of the City on January 3, 2022, with respect to the use changes described herein; and

WHEREAS, the City Council has determined that the proposed ordinance amendment promotes the health, safety, morals and the general welfare within the City of Burleson and is in the best interest of the City of Burleson.

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

Section 1. Appendix C, Article VII “Business Park Design Standards”, Section 7-2 “Definitions”, “Masonry” of the City of Burleson Code of Ordinances is hereby amended to read as follows without repealing or replacing any language in the Section:

Sec. 7-2. - Definitions.

“Masonry. Building materials including brick, stucco, concrete, concrete tilt wall, stone, rock, split face concrete masonry units (CMU), exterior insulating finish systems (EIFS), cementitious-fiber clapboard with at least a 50-year warranty, or other masonry or materials of equal characteristics.”

Section 2. Appendix C, Article VII “Business Park Design Standards”, Section 7-2 “Definitions” of the City of Burleson Code of Ordinances is hereby amended to add subsection (a) to read as follows without repealing or replacing any language in the Section:

Sec. 7-2. - Definitions.

“(a) Except in an area designated by the City of Burleson for its historical, cultural, or architectural importance and significance with the voluntary consent of the property owner pursuant to Section 3000.002(d), Texas Government Code, as amended, where the provisions of this Article are in direct conflict with the provisions of Texas Government Code Chapter 3000, as amended, the provisions of Texas Government Code Chapter 3000, as amended, shall apply to all properties.”

Section 3. The findings set forth above in the recitals of this Ordinance are incorporated into the body of this Ordinance as if fully set forth herein.

Section 4. 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. That the terms and provisions of this ordinance shall be deemed to be severable and that if any section, subsection, sentence, clause, or phrase of this ordinance shall be declared to be invalid or unconstitutional, the same shall not affect the validity of any other section, subsection, sentence, clause, or phrase of this ordinance and the remainder of such ordinance shall continue in full force and effect the same as if such invalid or unconstitutional provision had never been a part hereof.

Section 6. Any complaint, notice, notice of violation, action, cause of action, hearing request, appeal, or claim which prior to the effective date of this Ordinance that has been initiated or arisen under or pursuant to any other ordinance(s) shall continue to be governed by the provision of that ordinance or ordinances, and for that purpose that ordinance or ordinances shall be deemed to remain and shall continue in full force and effect.

Section 7. That it is the intention of the City Council and is hereby ordained that the provisions of this ordinance shall become a part of the Code of Ordinances of the City of Burleson, and that the sections of this ordinance may be renumbered or relettered to accomplish such intention.

Section 8. That it is hereby officially found and determined that the meeting at which this ordinance is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

Section 9. Pursuant to Section 36 of the Charter of the City of Burleson, that this ordinance shall take effect after its passage and publication, and that the City Secretary is hereby directed to give notice of the passage of this ordinance by causing the caption or title and the penalty clause of this ordinance to be published once in a newspaper of general circulation in the city and on the city's website.

Section 10. Any person, firm, association of persons, company, corporation, or their agents, servants, or employees violating or failing to comply with any of the provisions of this article shall be fined, upon conviction, not less than one dollar (\$1.00) nor more than two thousand dollars (\$2,000.00), and each day any violation of noncompliance continues shall constitute a separate and distinct offense. The penalty provided herein shall be cumulative of other remedies provided by State Law, and the power of injunction as provided in V.T.C.A. Local Government Code 54.012 and as may be amended, may be exercised in enforcing this article whether or not there has been a complaint filed.

PASSED AND APPROVED:

First Reading: the _____ day of _____, 20_____.

Final Reading: the _____ day of _____, 20_____.

Chris Fletcher, Mayor
City of Burleson, Texas

ATTEST:

APPROVED AS TO FORM & LEGALITY:

Amanda Campos, City Secretary

E. Allen Taylor, Jr., City Attorney

Sec. 7-2. Definitions.

- (a) Except in an area designated by the City of Burleson for its historical, cultural, or architectural importance and significance with the voluntary consent of the property owner pursuant to Section 3000.002(d), Texas Government Code, as amended, where the provisions of this Article are in direct conflict with the provisions of Texas Government Code Chapter 3000, as amended, the provisions of Texas Government Code Chapter 3000, as amended, shall apply to all properties.

Caliper. The diameter of the trunk measured at six inches above ground level up to and including four-inch caliper size, and measured 12 inches above ground level if the measurement taken at six inches above ground level exceeds four inches. If a tree is of a multi-trunk variety, the caliper of the tree is the average caliper of all of its trunks.

Common areas. Areas of land owned, leased, set aside, or used as easement areas for landscaping, entry features, drainage ways, or pedestrian walkways, including improvements located thereon, for the common use, enjoyment, and benefit of the public.

Enhanced paving. Any permeable or non-permeable decorative paving material intended for pedestrian or vehicular use. Examples of enhanced paving include brick or stone pavers, grass pavers, exposed aggregate concrete, and stamped and stained concrete.

Landscape buffer. The strip of land adjacent to a dedicated thoroughfare extending into the lot or tract, which is planted with trees, shrubs, grass and/or other living ground cover.

Lot. An undivided tract or parcel of land having frontage on a public street, or upon an approved open space, having direct street access, and which is, or in the future may be, offered for sale, conveyance, transfer, or improvement, which is designated as a distinct and separate tract, and which is identified by a tract or lot number or symbol in a duly approved subdivision plat which has been properly filed of record.

Masonry. Building materials including brick, stucco, concrete, concrete tilt wall, stone, rock, split face concrete masonry units (CMU), exterior insulating finish systems (EIFS), cementitious-fiber clapboard with at least a 50-year warranty, or other masonry or materials of equal characteristics.

Masonry wall. An exterior wall composed of a singular or a combination of those materials defined as masonry laid up either unit-by-unit or pre-assembled panels.

Screening wall. A living or nonliving barrier constructed of landscape materials or materials that are architecturally compatible with building(s) on the site. The purpose of such wall being to visually screen activities, materials, and/or areas of land.

Setback, building. The required minimum distance between any structure and any property line of the lot on which the structure is located.

Yard, front. An open, unoccupied space on a lot, which is located between the setback line and the lot line adjacent to a street. The front yard shall extend the full width of the lot.

Yard, rear. An open, unoccupied space on a lot, which is located between the setback line and the rear lot line. The rear yard shall extend the full width of the lot.

Yard, side. An open, unoccupied space on a lot, which is located between the setback line and the side lot line. The side yard shall extend the full length of the lot. Between the front and rear yards. (For purposes of this definition, any lot line not deemed the rear lot line or the front lot line shall be deemed a side line.)

(Ord. No. B-582(K1110), § 6, 12-6-2010)



City of Burleson

City Council

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

AGENDA INFORMATION SHEET

DEPARTMENT: Development Services
DIRECTOR: Tony McIlwain
DATE: 01/03/2022

SUBJECT

3429 S Burleson Blvd, Victron (Case 21-148): Consider approval of a minute order for a variance to the maximum height and square footage of a pole sign; Chapter 63, Sign Regulations. *(Staff Presenter: Tony McIlwain, Development Services Director) (No Planning and Zoning Commission action was required for this item.)*

Attachments

Staff Memo
Presentation
Sign renderings
Applicant's justification

Respectfully submitted:

Tony McIlwain, AICP, CFM
Development Services Director
817-426-9684

DEPARTMENT MEMO

DEPARTMENT: Development Services
FROM: Tony McIlwain
MEETING: January 3, 2022

SUBJECT:

3429 S Burleson Blvd, Victron (Case 21-148): Consider approval of a minute order for a variance to the maximum height and square footage of a pole sign; Chapter 63, Sign Regulations. *(Staff Presenter: Tony McIlwain, Development Services Director) (No Planning and Zoning Commission action was required for this item.)*

SUMMARY:

On October 18, 2021, an application was submitted by Melinda Nelson representing Victron Group for a sign variance to allow additional height and square footage on the existing pole sign. The request is part of the branding for the additional truck fueling and rest area at the current Victron site which has a Sonic, Shell gas, and Texas Best Smokehouse. The applicant initially desired a separate pole sign for the "Pilot" branding; however, the location of the proposed pole did not have direct frontage on IH-35. The applicant is requesting to increase the current pole sign to 663 square feet and 85 feet in height. The sign is currently non-conforming at 70 feet in height and 303 square feet. The proposed sign includes the current brands as well as the "Pilot" branding and diesel fuel pricing. The applicant's justification for approval standards in granting the variance have been attached as an exhibit.

Planning Analysis

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.

(b) Area. Maximum 200 square feet.

(c) Height.

- (1) Maximum 30 feet within the North Wilshire Sign Corridor.
- (2) Maximum 50 feet on premises adjacent to IH 35.
- (3) Signs must maintain a ten-foot clearance from ground to sign.

(d) Number of signs. One per premises.

Approval Standards in Granting a Variance.

(Chapter 63-Sign Regulations, Section 63-12(b) - Variances):

Consideration	Applicants Justification
<i>Special conditions</i> exist that are <i>peculiar to the land, structure or building</i> 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.	Based on applicants provided justification Agree for square footage [Sec 63-56 (b)] / Disagree on height [Sec 63-56 (c) (2)].
The <i>strict interpretation</i> of the chapter would <i>deprive the applicant of rights commonly enjoyed by other properties</i> in the vicinity under the terms of this chapter.	Agree
Special conditions and circumstances do not <i>result from the actions of the applicant(s)</i> and such conditions and circumstances do not merely constitute pecuniary hardship or inconveniences.	Agree
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	Based on applicants provided justification Agree for square footage [Sec 63-56 (b)] / Disagree on height [Sec 63-56 (c) (2)].
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	Based on applicants provided justification Agree for square footage [Sec 63-56 (b)] / Disagree on height [Sec 63-56 (c) (2)].
Granting the variance will be in harmony with the <i>spirit and purpose</i> of this chapter.	Based on applicants provided justification Agree for square footage [Sec 63-56 (b)] / Disagree on height [Sec 63-56 (c) (2)].

OPTIONS:

1. Approve the sign variance with or without conditions;
2. Deny the sign variance.

RECOMMENDATION:

Staff recommends approval of the variance to allow for the additional square footage, not to exceed 663 square feet total. Staff does not support allowing the sign to increase in height to 85 feet, due to the sign already exceeding the maximum allowed height by 20 feet. Staff recommends maintaining a max height of 70 feet for the proposed pole sign.

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

None.

PUBLIC NOTIFICATION:

Per Chapter 63 of Code of Ordinances, a variance to the sign code does not require a public hearing nor notification to adjoining property owners.

FISCAL IMPACT:

None.

STAFF CONTACT:

Name:	Tony McIlwain, AICP, CFM
Department:	Development Services Director
Email:	tmcilwain@burlesontx.com
Phone:	817-426-9684

2439 S Burleson Blvd–Victron

Location:

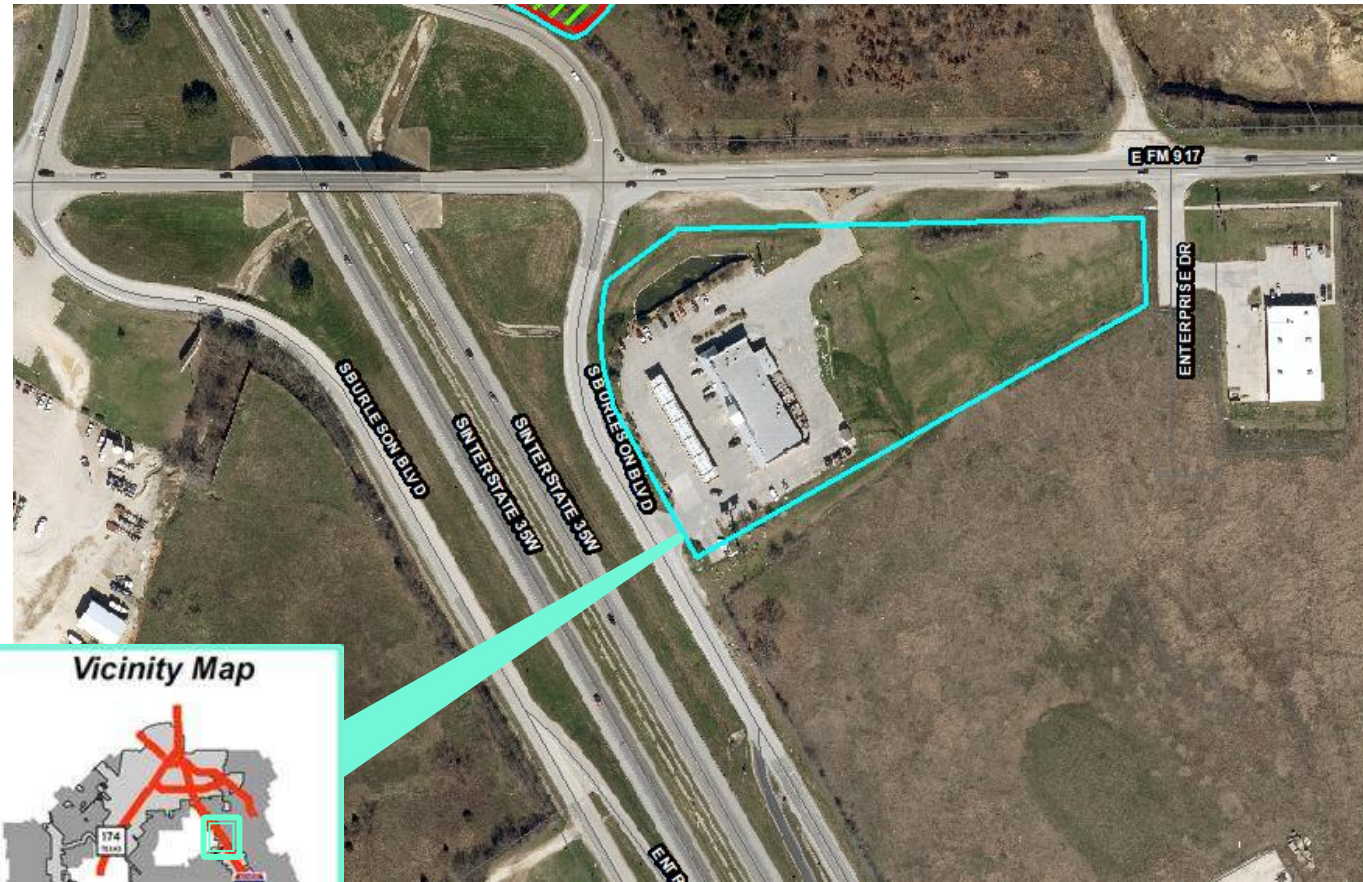
- 3.97 acres
- 3429 S Burleson Blvd

Applicant:

- Malinda Nelson representing Victron Group

Item for approval:

Sign Variance (Case 21-148)



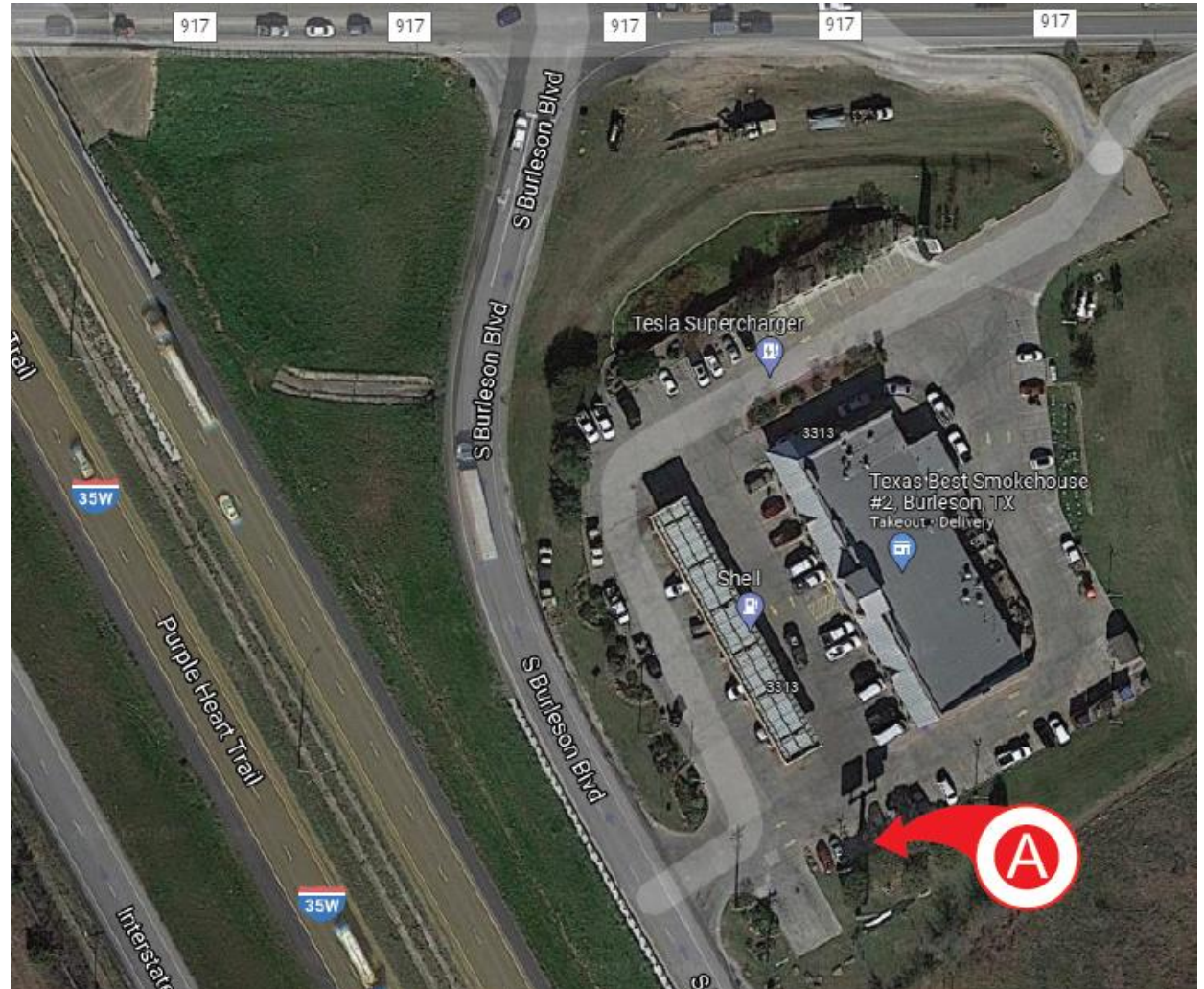
2439 S Burleson Blvd–Victron

Property Information:

- Current Zoning – “C” Commercial

Sign Variance Summary:

- Section 63-56 (b) - Maximum square footage 200 FT
 - Current 303 FT
 - Proposed 633 FT
- Section 63-56 (c)(2) - Maximum height 50 FT
 - Current 70 FT
 - Proposed 85 FT



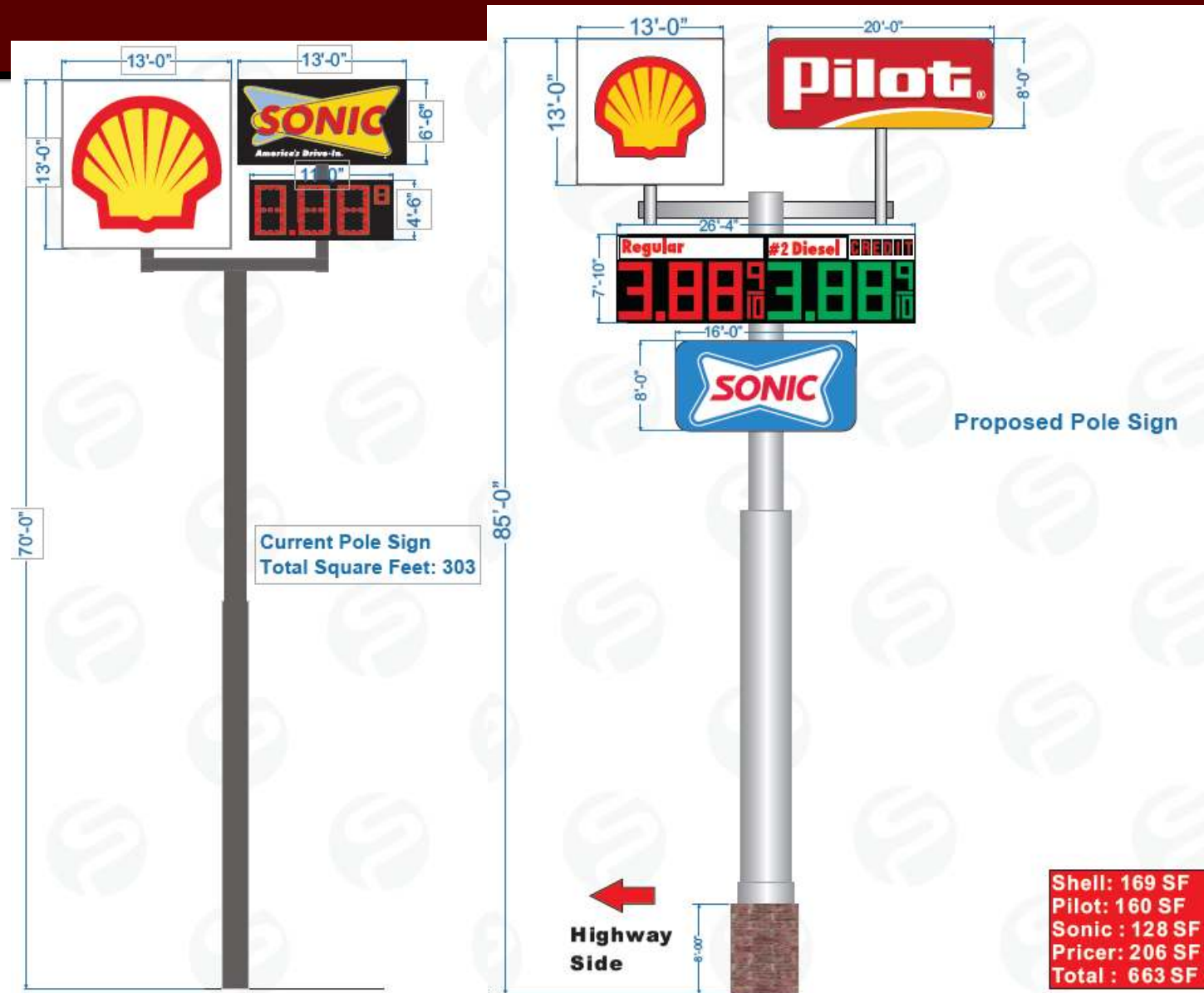
2439 S Burleson Blvd– Victron

Request:

- A variance to allow additional height and square footage to the existing pole sign.

Applicant's Justification:

- Less visual clutter by having one expanded pole sign instead of replatting to add a second pole sign
- The expanded height will allow more visibility and reaction time for truck drivers to exit for refueling and rest



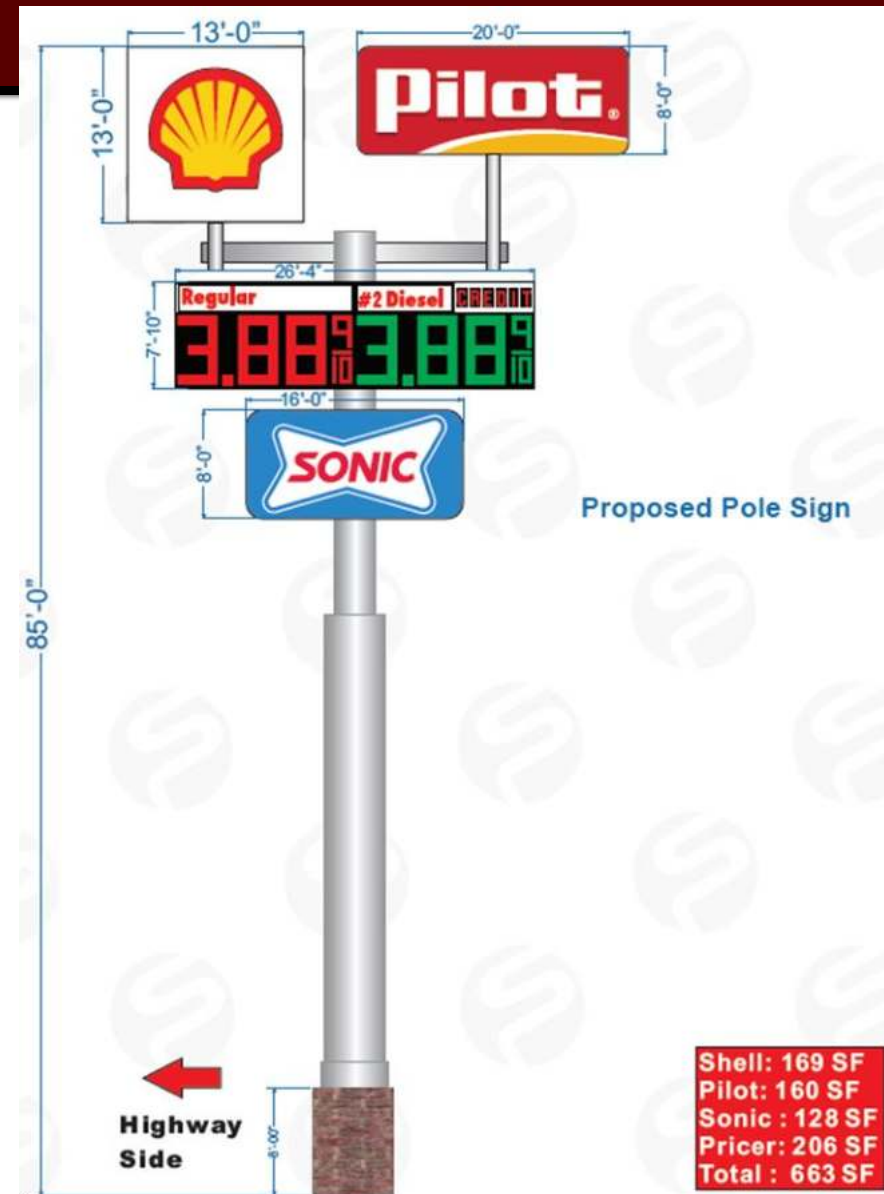
2439 S Burleson Blvd– Victron

Consideration	Applicant's Justification
<i>Special conditions</i> exist that are <i>peculiar to the land, structure or building</i> 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.	Based on applicants provided justification Agree for square footage [Sec 63-56 (b)] / Disagree on height [Sec 63-56 (c) (2)].
The <i>strict interpretation</i> of the chapter would <i>deprive the applicant of rights commonly enjoyed by other properties</i> in the vicinity under the terms of this chapter.	Agree.
Special conditions and circumstances do not <i>result from the actions of the applicant(s)</i> and such conditions and circumstances do not merely constitute pecuniary hardship or inconveniences.	Agree.
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	Based on applicants provided justification Agree for square footage [Sec 63-56 (b)] / Disagree on height [Sec 63-56 (c) (2)].
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	Based on applicants provided justification Agree for square footage [Sec 63-56 (b)] / Disagree on height [Sec 63-56 (c) (2)].
Granting the variance will be in harmony with the <i>spirit and purpose</i> of this chapter.	Based on applicants provided justification Agree for square footage [Sec 63-56 (b)] / Disagree on height [Sec 63-56 (c) (2)].

2439 S Burleson Blvd– Victron

Staff recommends approval

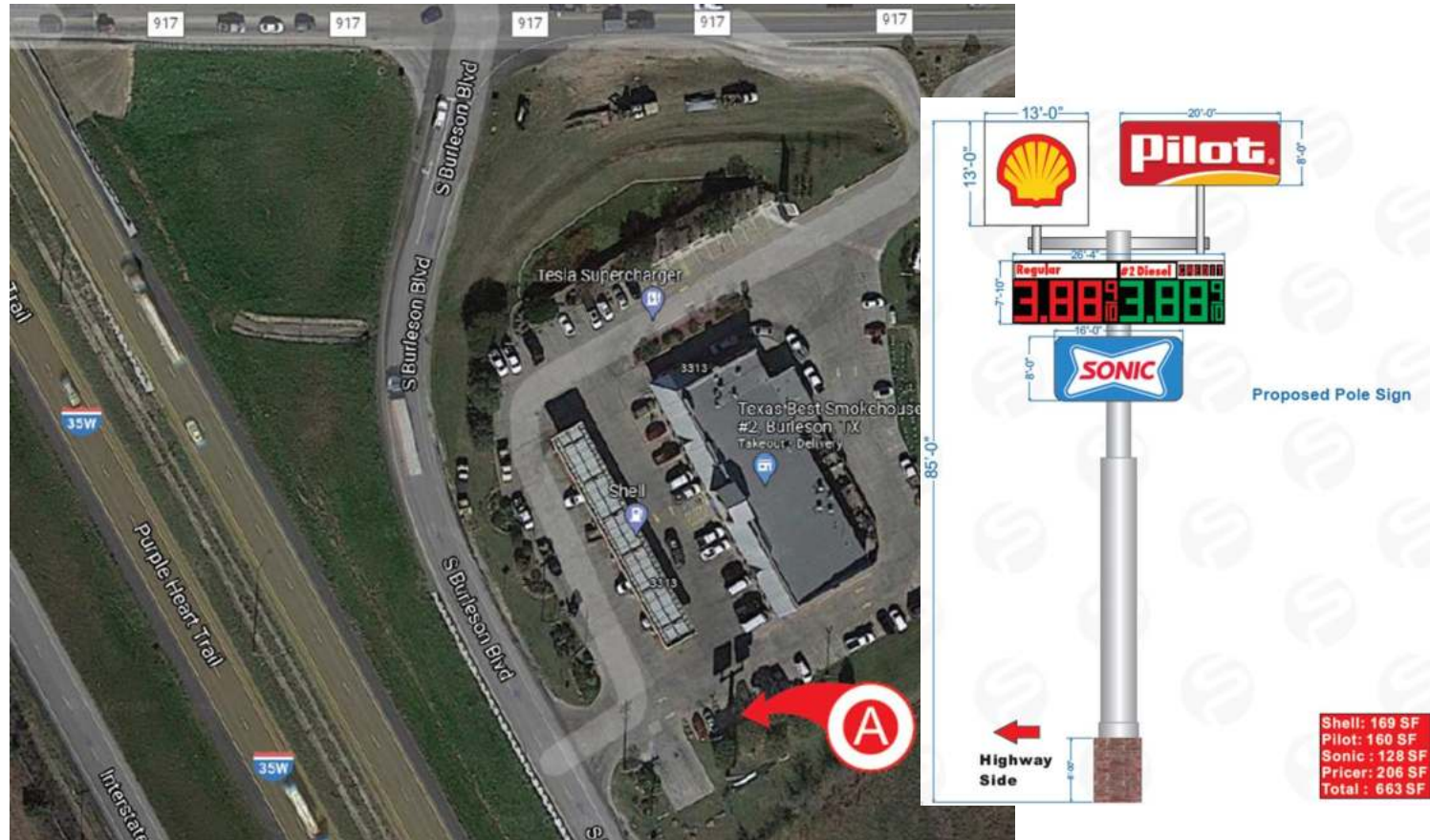
Staff recommends approval of the variance to allow for the additional square footage, not to exceed 663 square feet total [Sec. 63-56(b)]. Staff does not support allowing the sign to increase in height to 85 feet [Sec. 63-56(c)(2)], due to the sign already exceeding the maximum allowed height by 20 feet. Staff recommends maintaining a max height of 70 feet for the proposed pole sign.



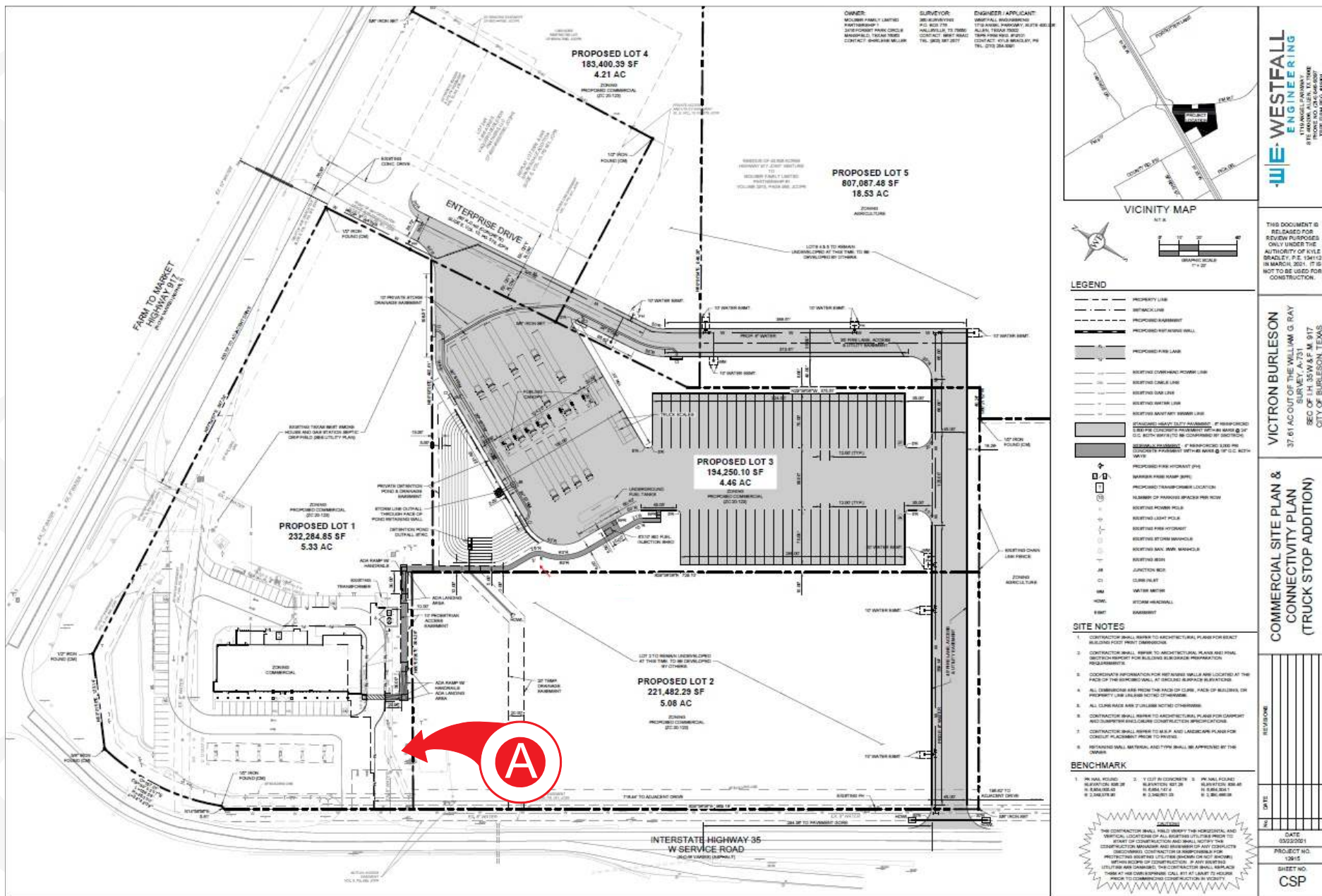
2439 S Burleson Blvd–Victron

Council Action Requested


1. Approval of the variance with or without conditions
2. Deny the sign variance.



Questions/Discussion



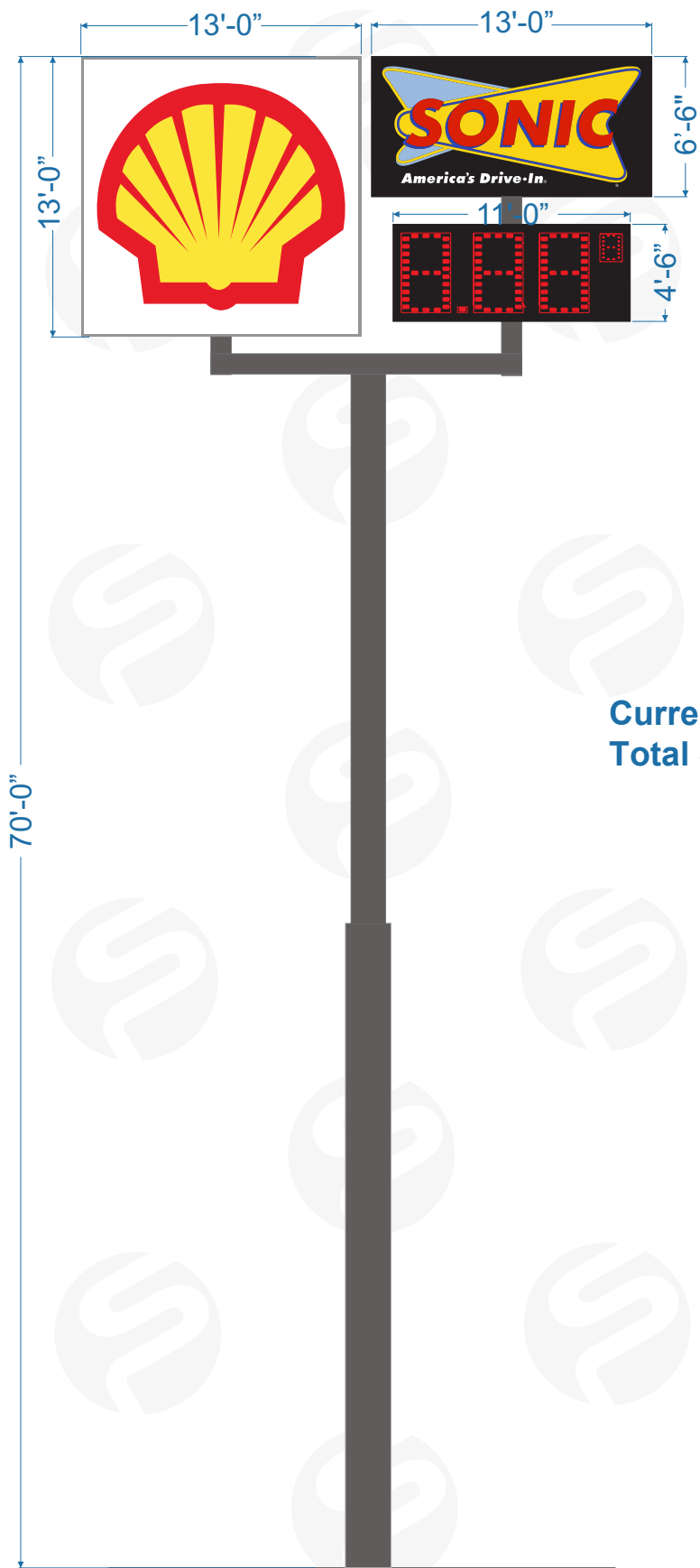
◁ SPELLING IS YOUR RESPONSIBILITY ▷ SIZES ARE NOTED ▷ PROOF IS NOT TO SCALE ▷ COLORS ON FINISHED PRODUCT MAY VARY SLIGHTLY FROM ELECTRONIC PROOF

	CUSTOMER		REINFORCEMENT OF BUILDING, PHYSICAL CONDITIONS: If installation is a part of this Agreement, Buyer shall be responsible and pay for all necessary reinforcements to the building or any other structures on which Display is installed, for relocating power lines or other obstacles, and for any additional installation costs incurred by Seller due to adverse soil conditions, underground or other obstructions including but not limited to drilling for excavation or removal of any rock. Unless notified of sprinkler lines or private utility lines prior to drilling Seller is not responsible for damage caused and shall be indemnified against claims, losses or proceeding arising by replacement, repair or diversion of such services. When pier drilling is necessary, Seller will contact Dig Toss or other agents for location of all public utilities. Location of private utilities is the sole responsibility of the Buyer. In the event rock or adverse soil conditions are encountered in the drilling process, additional monies will be requested by the Seller.	CUSTOMER	DATE
	COMPANY	PILOT-BURLESON			
	LOCATION	3313 S Burleson Blvd,			
	CITY/STATE	Alvarado, TX 76009			
PHONE: (972) - 205 - 9090		EMAIL: SALES@MYFUTURESIGNS.COM	ADDRESS: 11624 Chairman Dr Dallas, TX 75243	WEB: myfuturesigns.com	
Customer Signature:					



<> SPELLING IS YOUR RESPONSIBILITY <> SIZES ARE NOTED <> PROOF IS NOT TO SCALE <> COLORS ON FINISHED PRODUCT MAY VARY SLIGHTLY FROM ELECTRONIC PROOF

	CUSTOMER		<p>REINFORCEMENT OF BUILDING, PHYSICAL CONDITIONS: If installation is a part of this Agreement, Buyer shall be responsible and pay for all necessary reinforcements to the building or any other structures on which Display is installed, for relocating power lines or other obstacles, and for any additional installation costs incurred by Seller due to adverse soil conditions, underground or other obstructions including but not limited to drilling for excavation or removal of any rock. Unless notified of sprinkler lines or private utility lines prior to drilling Seller is not responsible for damage caused and shall be indemnified against claims, losses or proceeding arising by replacement, repair or diversion of such services. When pier drilling is necessary, Seller will contact Dig Tess or other agents for location of all public utilities. Location of private utilities is the sole responsibility of the Buyer. In the event rock or adverse soil conditions are encountered in the drilling process, additional monies will be requested by the Seller.</p> <p>Customer Signature:</p>	CUSTOMER	DATE		
	COMPANY						
	LOCATION						
	CITY, STATE						
PHONE: (972) - 205 - 9090		EMAIL: SALES@MYFUTURESIGNS.COM		ADDRESS: 11624 Chairman Dr Dallas, TX 75243		WEB: myfuturesigns.com	



Current Pole Sign
Total Square Feet: 303

TOTAL SQUARE FEET:

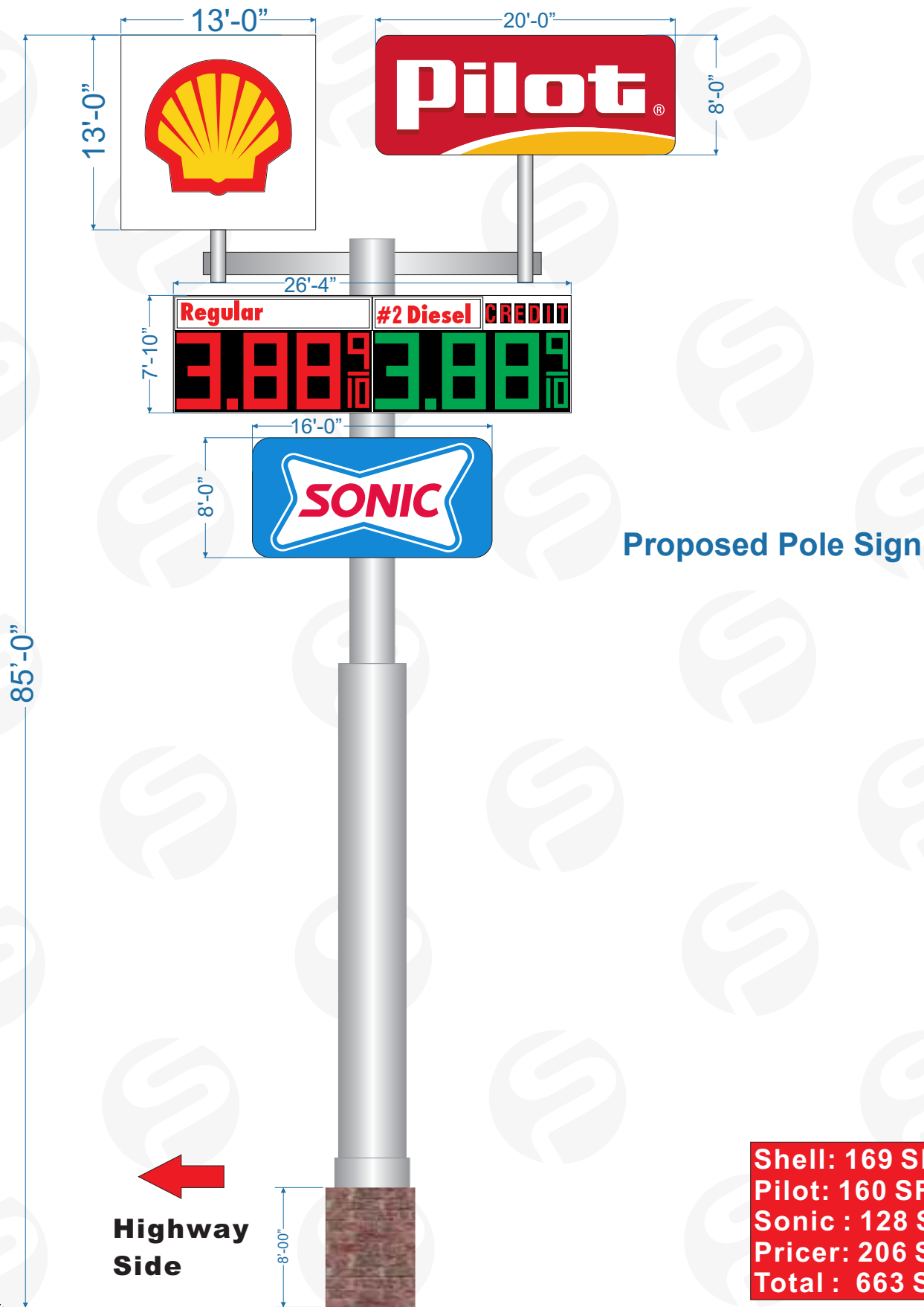
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	CUSTOMER	REINFORCEMENT OF BUILDING, PHYSICAL CONDITIONS: If installation is a part of this Agreement, Buyer shall be responsible and pay for all necessary reinforcements to the building or any other structures on which Display is installed, for relocating power lines or other obstacles, and for any additional installation costs incurred by Seller due to adverse soil conditions, underground or other obstructions including but not limited to drilling for excavation or removal of any rock. Unless notified of sprinkler lines or private utility lines prior to drilling Seller is not responsible for damage caused and shall be indemnified against claims, losses or proceeding arising by replacement, repair or diversion of such services. When pier drilling is necessary, Seller will contact Dig Toss or other agents for location of all public utilities. Location of private utilities is the sole responsibility of the Buyer. In the event rock or adverse soil conditions are encountered in the drilling process, additional monies will be requested by the Seller.		CUSTOMER	DATE	
	COMPANY			LANDLORD	DATE	
	LOCATION					
	CITY/STATE					
PHONE: (972) - 205 - 9090		EMAIL: SALES@MYFUTURESIGNS.COM		ADDRESS: 11624 Chairman Dr Dallas, TX 75243		
				WEB: myfuturesigns.com		

UL LISTED E476302

Regulated by the Texas Department of Licensing & Regulation
Website: www.license.state.tx.us

ATTN ELECTRICAL SIGNS: FINAL PLANS ARE DESIGNED, PERMITTED, MANUFACTORY, INSTALLED, AND INSPECTED BY A
LICENSED MASTER SIGN ELECTRICIAN AS REGULATED BY THE TEXAS DEPARTMENT OF LICENSING AND REGULATION



TOTAL SQUARE FEET:

<> SPELLING IS YOUR RESPONSIBILITY <> SIZES ARE NOTED <> PROOF IS NOT TO SCALE <> COLORS ON FINISHED PRODUCT MAY VARY SLIGHTLY FROM ELECTRONIC PROOF



CUSTOMER
COMPANY
LOCATION
CITY/STATE

PILOT-BURLESON
3313 S Burleson Blvd,
Alvarado, TX 76009

REINFORCEMENT OF BUILDING, PHYSICAL CONDITIONS: If installation is a part of this Agreement, Buyer shall be responsible and pay for all necessary reinforcements to the building or any other structures on which Display is installed, for relocating power lines or other obstacles, and for any additional installation costs incurred by Seller due to adverse soil conditions, underground or other obstructions including but not limited to drilling for excavation or removal of any rock. Unless notified of sprinkler lines or private utility lines prior to drilling Seller is not responsible for damage caused and shall be indemnified against claims, losses or proceeding arising by replacement, repair or diversion of such services. When pier drilling is necessary, Seller will contact Dig Toss or other agents for location of all public utilities. Location of private utilities is the sole responsibility of the Buyer. In the event rock or adverse soil conditions are encountered in the drilling process, additional monies will be requested by the Seller.

Customer Signature:

CUSTOMER
DATE
LANDLORD
DATE

PHONE: (972) - 205 - 9090

EMAIL: SALES@MYFUTURESIGNS.COM

ADDRESS: 11624 Chairman Dr Dallas, TX 75243

WEB: myfuturesigns.com

Texas Best Smokehouse Burleson Narrative

Sign Variance Application

This letter is to serve as an owner's expression of support and interest in applying for a sign variance on the existing hi-rise pole sign located at 3313 S Burleson Blvd, Burleson, TX 76009. Initially, we mistakenly believed that the diesel fuel expansion towards the rear of the property would be included in the I-35W Overlay and thus would qualify for a 50' hi-rise.

After discussions with Staff, we feel it is in the best interests for both the City and the developer if we are able to be approved for a variance on the existing sign. This would allow us to have the enhanced visibility necessary for a highway-oriented business, and for the City to ensure that there are not too many hi rise signs or exceptions given to their ordinance. Thus we are proposing increasing the sign height by 15' to allow more spacing for semi-auto trucks to be able to exit in time, and increasing the sign square footage to allow for additional space for the Pilot and diesel signage.

The answers to the development questions are below:

(1) Special conditions exist which 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; and ... **This property is an existing convenience store with an existing hi-rise. The properties are platted separately however it would be beneficial for us and for customers to allow the signage to be on the existing structure.**

(2) The strict interpretation of the provisions of the chapter would deprive the applicant of rights commonly enjoyed by other properties in the vicinity under the terms of the chapter; and ... **we would unfortunately be forced to either seek a variance to put a pole sign towards the rear, or plat the commercial property in the front simply to put a hi rise along the frontage, both of which are not optimal solutions for the City.**

(3) The special conditions and circumstances do not result from the actions of the applicant and such conditions and circumstances do not merely constitute pecuniary hardship or inconveniences; and ... **our objective in platting the lots along the frontage commercial was to increase highway appeal and sales tax and job creation for the city, but we did not think it would potentially be to the detriment of our fuel business.**

(4) Granting the variance will meet the objectives of the chapter and not be injurious to the adjoining property owners or otherwise detrimental to the public welfare; and **this would apply to the existing sign only and be an extremely minimal change.**

(5) 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 **We are only adding the height and square footage absolutely required and far less than what would be added if it were an independent hi-rise.**

(6) Granting of the variance will be in harmony with the spirit and purpose of this chapter.

1. Is the entire site (e.g., Shell) being rebranded to Pilot? ... **No it is not, only the diesel is supplied by and branded Pilot similarly to how the gasoline is branded Shell.**
2. Will this lot be combined with the lot that contains the gas station? Or combined with the lot that will have future development? **We are open to doing this, however considering our plans with independent drainage and septic systems has been approved we are unsure if it will be difficult to do this.**
3. If the lots were combined (replatted) then a waiver could be requested for additional square footage on the existing pole sign versus an additional pole sign in this area. The additional development and pole sign may clutter the area instead of achieving the desired effect. **We agree and are applying for this now.**



City of Burleson

City Council

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

AGENDA INFORMATION SHEET

DEPARTMENT: Neighborhood Services
DIRECTOR: Lisa Duello
DATE: 01/03/2022

SUBJECT

Consider approval of a contract with Ryan Stalsby to create a public art mural on the embankment at Bailey Lake Park in amount not to exceed \$15,000. (*Staff Presenter: Lisa Duello, Neighborhood Services Director*)

Fiscal Impact

Budgeted Y/N: Y
Fund Name: General Fund
Full Account #s: 001-4515-434.32-08 & 0014515-434
Amount: \$13,000
Project (if applicable):
Financial Considerations:

A total of \$15,000 has been established to fund this initiative, with \$13,000 provided by the City and \$2,000 by KBB.

Attachments

Department Memo
Presentation
Contract
Call for Art
Artist Resume
Artist Response
Artist Past Work
Artist rendering
Form 1295

Respectfully submitted:

Lisa Duello
Neighborhood Services Director
817-426-9841
lduello@burlesontx.com



City Council

DEPARTMENT MEMO

DEPARTMENT: Environmental Services
FROM: Lisa Duello, Neighborhood Services Director
MEETING: January 3, 2022

SUBJECT:

Consider approval of a contract with Ryan Stalsby to create a public art mural on the embankment at Bailey Lake Park in amount not to exceed \$15,000. (*Staff Contact: Lisa Duello, Neighborhood Services Director*)

SUMMARY:

At the December 9, 2021 Park Board meeting, the Park Board recommended by a unanimous vote to approve Ryan Stalsby as the artist selected by Keep Burleson Beautiful to create a public art mural on the embankment at Bailey Lake Park.

The Park Board inquired about the type of protectant that would be used to prevent the mural from fading and the timeframe to complete the art. Staff clarified that the artist will varnish the mural with a UV coating and the artist have indicated on his Call for Art response that the mural will take approximately four (4) weeks to complete.

Keep Burleson Beautiful (KBB) and Environmental Services is commencing the installation of public art at Bailey Lake. The theme chosen by KBB is "Burleson Native Plants and Animals".

Creating public art is an Environmental Services strategic plan item adopted by City Council.

Strategic Focus Area 3: Community

Objective: To make the City of Burleson a premier place to live, learn, work and play.

Goal 6: Encourage placemaking and a sense of belonging in our neighborhoods, parks and key commercial districts by focusing on long-range planning and comprehensive elements.

Work Plan Task 3.6.2 Institute a public art program partnership with Keep Burleson Beautiful to bring additional beautification to the city through visual art.

Environmental Services presented several options to the Park Board at the March 18, 2021, meeting and the decision was to have an artist paint a mural on the Hidden Creek Embankment.

Council approved a resolution for creation of public art at Bailey Lake Park on July 6, 2021. A total of \$15,000 has been established to fund this initiative, with \$13,000 provided by the City and \$2,000 by KBB.

The *Call for Art* (attached) was created and activated on September 1, 2021 with the submission deadline being November 1, 2021. The *Call for Art* attracted 56 artist to submit their work from all over the United States and a few from other countries including Canada and Ukraine.

On November 2, 2021, KBB Executive Director, Jesse Tate provided the board members access to the 56 submittals for their review. The criteria for judging these entries, included;

- Skill of the artist
- Experience with similar past projects
- Locality of the artist
- Responses to questions
- Size of their proposed work
- Relevancy of their submission to “local flora and fauna.

At the November 10, 2021, Keep Burleson Beautiful meeting, the submittals were reviewed and narrowed down to three artists, who happen to be from Texas. The artist selected by KBB was Ryan Stalsby from Irving, Texas by a unanimous vote.

Ryan Stalsby graduated with honors from the Art Institute of Dallas in 2006 with a degree in 3D Animation Art and Design and before making the decision to transition more into hands on drawing and painting, worked professionally as a 3D Artist and Graphic Designer for several years.

The KBB members were particularly impressed with Ryan's response to the *Call for Art* requests and his past work (attached). Furthermore, KBB was awestruck with Ryan's proposed rendering (attached). His proposal met the true objective of the project and his past work undoubtedly displays his artistry. Staff spoke with Ryan and he is flexible in working with us to create the final rendering.

OPTIONS:

1. Approve a contract with Ryan Stalsby to create a public art mural on the embankment at Bailey Lake Park in amount not to exceed \$15,000.
2. Deny a contract with Ryan Stalsby to create a public art mural on the embankment at Bailey Lake Park in amount not to exceed \$15,000.

RECOMMENDATION:

Recommend approval of a contract with Ryan Stalsby to create a public art mural on the embankment at Bailey Lake Park in amount not to exceed \$15,000.

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

- 8/12/2020 – KBB began discussion, explored examples, and decided on theme of *Local Flora and Fauna*
- 12/9/2020 – KBB discussed various locations
- 1/13/2021 – KBB determined that Bailey Lake is the ideal location for public art and they voted on a KBB commitment of \$1,500- \$2,000 with city matching
- 2/10/2021 – KBB Reviewed options to be presented to Parks Board
- 3/18/2021 – Park Board approved mural on embankment at Bailey Lake Park
- 7/6/2021 – City Council approved a resolution authorizing the creation of mural on embankment at Bailey Lake Park
- 9/1/2021 – KBB put out call for art with deadline of November 1, 2021
- 11/10/2021 – KBB selected Ryan Stalsby to create public art at Bailey Lake Park
- 12/9/2021 – Park Board meeting recommended Ryan Stalsby

FISCAL IMPACT:

Budgeted Y/N: Y

Fund Name: General Fund

Full Account #: 001-4515-434.32-08 & 001-4515-434.80-13

Amount: \$13,000

A total of \$15,000 has been established to fund this initiative, with \$13,000 provided by the City and \$2,000 by KBB.

STAFF CONTACT:

Name:	Lisa Duello
Department:	Neighborhood Services Director
Email:	lduello@burlesontx.com
Phone:	817-426-9841

Public Art at Bailey Lake Park

City Council, January 3, 2022



BACKGROUND

- **August 2020**

KBB decided on theme of local Flora and Fauna

- **December 2020**

KBB Discussed various locations

- **January 2021**

KBB determined that Bailey Lake is ideal location and KBB committed to \$1,500 - \$2,000 with City Match.

- **February 2021**

Reviewed options to be presented to Parks Board

- **March 2021**

Park Recommended artist Paint Mural on Embankment

- **July 2021**

City Council approved a resolution for Public art at Bailey with Artist painting mural on embankment with KBB recommending the artist

- **December 2021**

Park Board approved Ryan Stalsby as the selected artist by KBB to paint mural at Bailey Lake



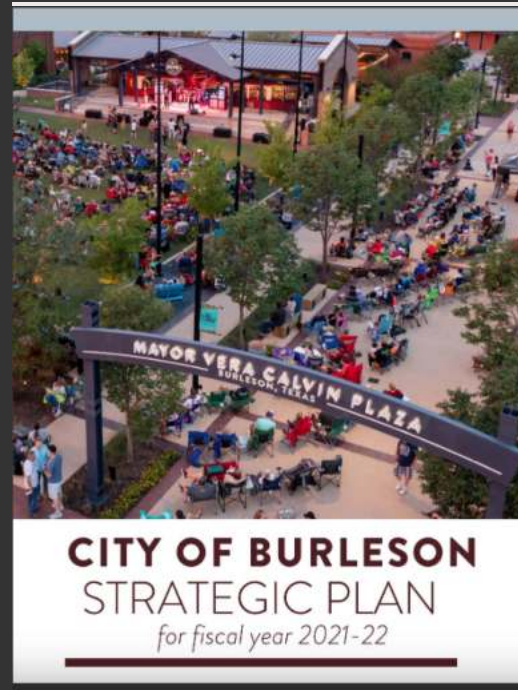
December 9, 2021 – Park Board

- The Park Board recommended by a unanimous vote to approve Ryan Stalsby as the artist selected by Keep Burleson Beautiful.
- The Park Board inquired about the type of protectant that would be used to prevent the mural from fading and the timeframe to complete the art.
 - The artist will varnish the mural with a UV coating
 - Approximately four (4) weeks to complete.





**Part of Strategic Plan adopted
by
City Council**



FOCUS AREA 3 *Community*

OBJECTIVE

To make the City of Burleson a premier place to live, learn, work and play.



GOAL 1:
Provide high-quality parks and recreation opportunities for residents by expanding park amenities and options, enhancing city's trail network, and improving access to parks facilities.

GOAL 2:
Provide outstanding cultural and educational opportunities by cultivating mutually beneficial partnerships with area education and government entities, the business community, and not-for-profits, and by continuing to enhance and develop programs that enrich the quality of life for residents.

GOAL 3:
Attract and retain top-tier businesses to promote high-quality economic development by expanding and diversifying the tax base, and creating jobs that allow our residents to work where they live.

GOAL 4:
Promote sustainable residential and commercial development through strategic and long-term planning; providing a business-friendly environment; continuing efficient development review process; and enhancing partnerships with the development community.

GOAL 5:
Encourage a clean and healthy community through the promotion of positive behaviors, sustainable practices, outreach programs and city services.

GOAL 6:
Encourage placemaking and a sense of belonging in our neighborhoods, parks and key commercial districts by focusing on long-range planning and comprehensive elements.

Goal 6

Encourage placemaking and a sense of belonging in our neighborhoods, parks and key commercial districts by focusing on long-range planning and comprehensive elements.

	Work Plan Task	Responsible Department	Target Date
3.6.1	Institute a public art program partnership with Keep Burleson Beautiful to bring additional beautification to the city through visual art (Environmental Services)	Neighborhood Services (Environmental)	January 2022
3.6.2	Expand library outreach programs to underserved areas in the city, including library card signup events, pop-up Story Times, STEAM (Science, Technology, Engineering, the Arts and Mathematics) programs and neighborhood social gatherings	Community Services (Library)	August 2022
3.6.3	Create a programming and maintenance schedule for Mayor Vera Calvin Plaza in Old Town that benefits all demographics in our community	Economic Development	May 2022

**Institute a public art program
/IN partnership with Keep Burleson
Beautiful to bring additional
beautification to the city through
visual art.**

PROCESS FOR IMPLEMENTATION



City Council and Park Board Approved Artist to Paint a Mural on Hidden Creek Embankment





Call For Art



- September 1 – November 1, 2021
- The goal of this project is to give life to an urban space while celebrating the native plants and animals that dwell alongside the human community members in this space. We hope to inspire all people who pass this site to become great stewards of public parks.
- **Selection Criteria**
 1. Ability to understand a locale's sense of place, design in a context-sensitive manner & focus on the goal of the project.
 2. Demonstrate successful creative, innovative, and effective approach in comparable projects.
 3. Proven mastery or skill in large-scale painting.

Keep Burleson Beautiful Selection Process

- **November 2, 2021**

KBB Executive Director, Jesse Tate emailed Board members a link to review the 56 artist submittals & instructed members to select top 1-3 artist to be reviewed and selected at upcoming meeting

- **November 10, 2021 - KBB meeting**

1. Each member revealed their top 3 - 4 artist
2. 3 artist with top choice commonality
3. Anonymous vote for top artist
4. Ryan Stalsby was selected with majority vote



Total Budget for project \$15,000

Why Ryan Stalsby ...

- Vision aligned with theme of the project
- Previous work examples
- Borned and raised in Texas
- Animal lover / avid gardener
- "Give back to the community by creating a beautiful piece that touches the hearts of individuals and radiates a positive message back to the viewer and inspires many for years to come"

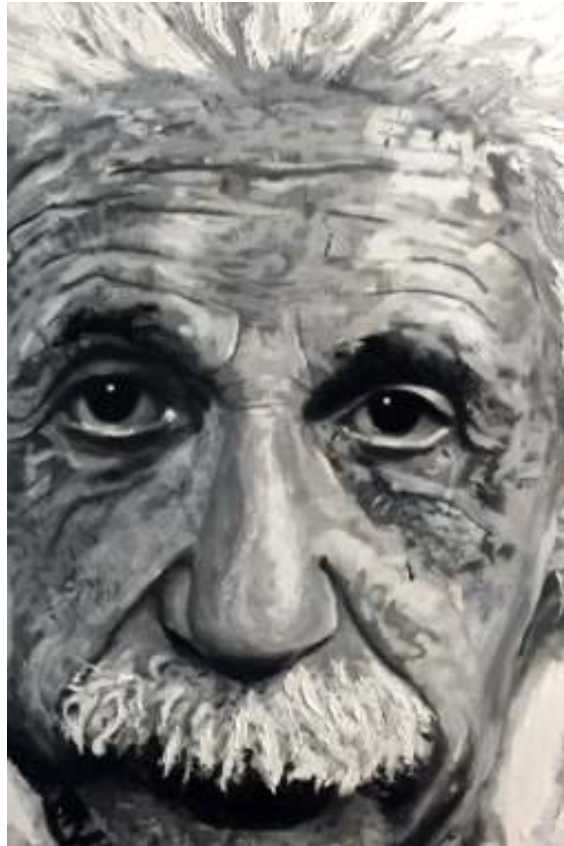


Ryan Stalsby Rendering

- "Purple cone flowers -symbolize the beauty of land
- Bees and monarchs symbolizing the recycling of nature and how everything works together as a whole process that is essential in the biodiversity and health of our natural eco systems in North Texas.
- Great Blue Heron - highlighted for its patience and diligence which we can all learn from and is symbolic of having a good vision for the future and generations to come who will be stewards of the land. "







Council Action



Approve a contract with Ryan Stalsby to create a public art mural on the embankment at Bailey Lake Park in amount not to exceed \$15,000.



Deny a contract with Ryan Stalsby to create a public art mural on the embankment at Bailey Lake Park in amount not to exceed \$15,000.

Top Artist Reviewed by Keep Burleson Beautiful

November 10, 2021 - KBB meeting

1. Ryan Stalsby was selected with majority vote
2. Lindsey Millikan
3. Lee Hay
4. Anat Ronan



Call for Entry: Large-scale Mural, Local Flora and Fauna

Call for Art Entry

First Name Lindsey

Last Name Millikan

Phone Number

Email

Address

Why are you interested in painting this mural in Burleson?

Once an artist creates a public artwork and puts it out into the world, it belongs to the community that lives with the artwork and sees it every day. Public art becomes part of their collective experience, and must reflect the stories, values and histories of that community. I would be thrilled to have the opportunity to create a mural that celebrates the local flora and fauna of Burleson, Texas. I am a contemporary realist artist and muralist. My mural and studio practice was in San Francisco for the past ten years and I have recently relocated my home and business to Austin, Texas. I have a Bachelor of Fine Arts in Studio Arts from Texas State University and a Master of Fine Arts from the Academy of Art University. I have immense experience in bringing people of different backgrounds together to share ideas and develop designs that reflect a communal vision and collective voice. As a Texan-born artist who recently relocated back to her home state, I am actively seeking opportunities that speak to our communities in Texas and highlight environment stewardship.

Upload Artists CV milikan_muralcv_sep2021.pdf

Upload examples of past work milikan_burleson_portfolio.pdf

Describe proposed artwork (Subject, scope, medium, etc.)

The entire mural would be painted with acrylic, latex and aerosol then sealed in a anti-graffiti/ux protectant in order to make the mural be able to withstand the elements and potential defacement. I created a submission that shows the highlighted north side embankment section (55 ft x 45 ft). The mural could easily be designed to expand and wrap around the entire embankment (195 ft). The main goal is for local flora and fauna to be exalted and inspiring to pedestrians on the pathway as well as an exciting colorful landmark for drivers as they zoom overhead. In the mockup, I designed local animals and plants overlapping in various sizes on top of a blue fade background to create a sense of relaxed joy and whimsy. The following are featured from left to right: a purple passionflower (*passiflora incarnata*), a dragonfly, black-eyed susans (*rudbeckia hirta*), a common raccoon, a button bush (*cephalanthus occidentalis*) the pipevine swallowtail butterfly and a common slider turtle.

Upload rendering of proposed artwork burleson_millikan_mockup.jpg





Lindsey Millikan

Lindsey Millikan - #2



First Name*

Last Name*

Phone Number*

Email*

Address

Why are you interested in painting this mural in Burleson?*

SaxonLynn are featured artists for many local cities including: [Burleson Public Library](#), City of Fort Worth, Mansfield, Grapevine and others. This year we were hired for the Trinity River Walk Project, courtesy of TRWD. It gave us the opportunity to feature artwork indicative of local wildlife and help beautify the area. The only disappointment for us was the scale of the project. Your project will give us the chance to paint something truly epic in scale and bring much more attention to an otherwise bland concrete wall.

Upload Artists CV

SaxonLynn Resume New.pdf

Upload examples of past work*

SaxonLynnArts murals.pdf

Group images in single PDF or PPT file

Describe proposed artwork (Subject, scope, medium, etc.) *

We propose a 3D looking mural. One which fills the entire area featuring oversized wildlife, plant life and fauna. In particular we aim to show wild flowers and weeds that show resilience in life by breaking through the concrete alongside the varied insects, birds and mammals of the area. We use professional grade exterior latex paint by [Sherwin Williams](#). We can also prime the walls with concrete primer by [Luxon](#). Due to our products and prep work, our murals last for many, many years in the Texas sun. All final designs will be produced with the collaboration of the city of [Burleson](#). Approval before any painting commences.

Please disclose the type of paint you plan to use and the size of the area it will cover.

SAXONLYNN ARTS MURALS



Lee Hay #3

Lee Hay #3



Anat Ronan #4

Call for Entry: Large-scale Mural, Local Flora and Fauna

Call for Art Entry

First Name Anat

Last Name Ronen

Phone Number

Email

Address

Why are you interested in painting this mural in Burleson?

I love painting flora and fauna and love the Burleson area. I also have experience in painting on embankments, medians and retainer walls on highways so this opportunity seems up my alley.

Upload Artists CV

Anat Ronen CV 2021.pdf

Upload examples of past work

AnatRonenWork.pdf

Describe proposed artwork (Subject, scope, medium, etc.)

I propose to take over the entire area using a concrete primer to start with, then exterior latex as a medium. I propose to clear coat it once the work is completed. The theme will be nature - large scale interpretation of either flora or fauna (or both). I put up a few initial design ideas.

Upload rendering of proposed artwork

burlesonall.jpg



The 40' armadillo, Houston TX 2014 | latex on stucco



Trinity Trails, Fort Worth, TX 2021 | latex on concrete

Anat Ronan



Houston Food Bank mural, Houston TX 2021 | acrylic (Nova) on drywall



Owl eyes, Houston Arboretum, Houston TX 2019 | latex on concrete



Candy mural, Menomonee Falls, WI 2020 | latex on concrete



Anat Ronan



Carrabelle mural, Carrabelle FL 2021 | latex on stucco



Moonscape mural (partial view), Houston TX 2022 | latex on pebble wall



Marigolds mural, Houston TX 2021 | latex on pebble wall



The selfie mural, Houston TX 2015 | latex on brick

Anat Ronan # 4





Lisa Duello, Neighborhood Services Director

817-426-9841

lduello@burlesontx.com

Jesse Tate, Environmental Health Specialist / KBB Executive Director

817-426-9848

jtate@burlesontx.com

PUBLIC ART AGREEMENT

This Public Art Agreement (the "Agreement") is made and entered into between Ryan Stalsky ("Artist") and the City of Barleyton, a municipality ("City") to be effective on the date signed by the latter of the two parties (the "Effective Date"), for the purposes and consideration set forth herein.

RECITALS

WHEREAS, the City owns a walking, trail system at Barley Lake Park and the adjacent Hidden Creek Parkway bridge embankment ("Embankment");

WHEREAS, Artist has proposed to create original works of public art in the form of mural paintings on the embankment;

WHEREAS, the City wishes to commission Artist to create, design and install one or more of such works of art with in the environment (the "Project"); and

WHEREAS, the parties have entered into this Agreement to evidence their agreements and acknowledgments with respect to same;

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are not recitals only but form a part of this Agreement, and the mutual covenants and agreements set forth herein, the parties do hereby agree as follows:

Services by Artist. Artist agrees to create and design a original proposed mural (the "Mural") for a location to be embankment described or identified on Exhibit "A" (the "Structure"). Artist shall submit drawings or mockups of the proposed Mural, preferably in a high-resolution digital format, to the City for approval, and upon such approval, shall proceed with diligence to apply same to the Structure, in accordance with the milestones set forth below:

Preparation of Structure by City	30 days prior to commencement of work
Commencement of Artist's Work	60 days after preparation of structure
Completion of Artist's Work	6 months after council approval

Exception to this timeline may be made due to weather conditions un conducive to the installation or other acts of God.

The City reserves the right to approve or disapprove preliminary and final designs in its sole and absolute discretion. The Mural shall substantially conform to drawings or markups approved by the City, save and except the size and scale of the depiction.

Artist Responsibilities. Artist shall in its expense provide all necessary materials and equipment (except as provided below) for the completion of the milestones set forth above.

Artist shall be available for meetings, site visits, and communications with City regarding the Project both prior to and during its progress.

- **City Responsibility.** City agrees to provide access to the structure, to surface atop the structure prior to commencement of work by Artist. City will thereafter maintain the Structure, but shall not be required to preserve, refresh or repair the Mural or insure the same.

- **City Rights.** City reserves the right to modify, demolish, replace or alter the Structure at any time, the right to paint over or remove the Mural at any time, and to take any action relating to the Mural.

- **Ownership of Mural and Copyrights therein.** City shall be the owner of the Mural, but Artist shall own the copyright, and associated rights to the image depicted on the Mural. Artist may use images of the Mural in promotional or other materials, but shall not reproduce the image of the Mural in other locations. Artist irrevocably and personally licenses to City, free of cost or royalty, the right to display, reproduce, and distribute images of the Mural. Artist waives the rights created by 17 U.S.C. § 106A(a)(2) and (3) with respect to the Mural and the exercise by City of the rights described in Paragraph 4 of this Agreement.

- **Warranty of Originality, Title and Copyright.** Artist represents and warrants that

- i. Artwork design and/or work shall be the original product of the Artist's sole creative efforts;
- ii. Artwork design and/or work is and will be unique and original, and does not infringe upon any copyright or the rights of any person;
- iii. Artist has not sold, assigned, transferred, licensed, granted, encumbered, or utilized the artwork design and/or work or any copyright related thereto that may affect or impair the rights granted pursuant to this Agreement;
- iv. Artwork design and/or work (or duplicates thereof) have not been accepted for sale elsewhere;
- v. Artist has the full power to enter into and perform this Agreement and to make the grant of rights and waivers contained in this Agreement; and
- vi. All services performed hereunder shall be performed in accordance with all applicable laws, regulations, ordinances, and rules, and with all necessary care, skill and diligence.

- **Status of Artist.** Artist shall perform all work and services hereunder as an independent contractor, and not as an officer, agent, servant or employee of City. Artist shall have exclusive control of, and the exclusive right to control the details of the work performed hereunder, and all persons performing, supervising, and shall be solely responsible for the acts and omissions of his/her officers, agents, employees, and subcontractors. Nothing herein shall be construed as creating a partnership or joint venture between City and Artist, his/her officers,

agents, employees and subcontractors, and the doctrine of respondent superior has no application to between City and Artist.

• Indemnity, Waiver and Release. Artist assumes all risk of personal injury (including death) or property damage resulting from Artist's entry upon City property and the carrying of his load, including any claim arising from accessing the site above. City shall have no responsibility to police or safeguard Artist or his materials or tools or persons. Artist releases City, their agents, contractors, vendors, employees, and representatives (the "Released Parties") for any claims of personal injury (including death) resulting from the activities contemplated herein, including any claim alleged to arise from the negligence of the Released Parties, and waives all rights of contribution by third party may have by or through Artist against the Released Parties.

• Payment. For the services to be performed hereunder, City agrees to pay Artist the total sum of \$15,000 payable as follows:

30%	Upon final execution of this Agreement _____)
50%	Upon completion of work	

• No Assignment. Because the services to be provided hereunder are personal in nature, Artist may not assign this Agreement to a third party without the express written consent of the City, which may be withheld or conditioned in its sole discretion.

• No Third Party Beneficiaries. Nothing in this Agreement shall be construed to give any rights or benefits under this Agreement to anyone other than the City and Artist, and all duties and responsibilities undertaken pursuant to this Agreement shall be for the sole and exclusive benefit of the City and Artist, and not for the benefit of any other party. There are no third party beneficiaries of this Agreement.

• Governing Law and Venue. This Agreement is entered into in the State of Texas and shall be governed by Texas law. The performance of the parties hereunder shall occur in Tarrant County, Texas, and exclusive venue of any legal proceeding arising hereunder shall lie in the courts of competent jurisdiction of Tarrant County, Texas.

• Notice. All notices by and between the parties hereto with respect to the subject matter hereof shall be delivered by personal delivery or by certified mail, return receipt requested, as follows:

To the City: City of Burleson
Attn: _____
131 W Renfro St.
Burleson, TX 76028

To the Artist: Ryan Stashby
1806 Starfish Dr.
Irving, TX 75066

Phone: 409-999-4776
 Fax: _____
 Email: slab@slab.com

* No Waiver of Governmental Immunity. Nothing in this Agreement shall be deemed or construed to waive the City's governmental immunity, or of any damages caps or limitations imposed by law, or any other legal protections granted to City by law. Artist waives any rights he may have under Subchapter C, Chapter 257, Texas Local Government Code.

* Entire Agreement. This Agreement and the attached exhibit constitute the entire agreement between the parties with respect to the subject matter herein. This Agreement may only be modified by a writing signed by the party sought to be charged thereby. This Agreement shall be binding upon the City only when signed by the City and shall be of no force and effect until so executed.

CITY:

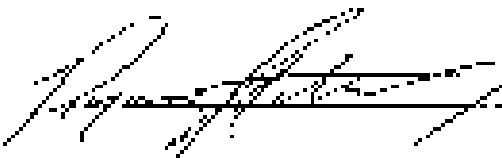
The City of Dallas,

By _____

Us: _____

On: _____

ARTIST:


 On: 12-22-21



Call for Entry: Large-scale Mural Local Plants and Animals

- **Organization:** Keep Burleson Beautiful / City of Burleson
 - **Activated:** September 1, 2021
 - **Submission Deadline:** November 1, 2021
 - **Budget:** \$15,000
 - **Eligibility:** Qualified Artist
 - **Category:** Large-scale Mural
 - **Location:** Bailey Lake / Hidden Creek Blvd. concrete bridge embankment
-

Call Summary

Keep Burleson Beautiful, in partnership with the City of Burleson, invites artists to submit their work for consideration in our upcoming exhibition for a large-scale mural of local flora and fauna on the Hidden Creek Blvd. concrete bridge embankment at Bailey Lake. This exhibition will feature a large-scale mural engaging the concepts of local urban wildlife, native flora and fauna, and stewardship of our natural park spaces.

Keep Burleson Beautiful is interested in the beautification of public spaces as well as promoting wildlife conservation in Burleson parks. The goal of this project is to give life to an urban space while celebrating the native plants and animals that dwell alongside the human community members in this space. We hope to inspire all people who pass this site to become great stewards of public parks.

The City of Burleson values public art and the important role public art plays in creating a vibrant community. The creation of public art at Bailey Lake Park and the surrounding publicly owned areas will enhance the aesthetics of the area and increase the park's contribution to the overall vibrancy of the community.

Artwork Location Description

The approximate measurement and available concrete embankment canvas is 6,500 sq. ft. The minimum condition for the commissioned artwork is required to be located on the side embankment adjacent to Bailey Lake however; preference is to have the entire embankment painted.

Deadline for Submission: November 1, 2021

Honorarium: \$15,000

Submission Requirements

1. Tell us why you are interested in painting the mural in Burleson
2. Provide an artist's CV
3. Submit digital images of past work grouped in a PDF or PowerPoint presentation.
4. Provide type of medium to be used
5. Provide specific scope and rendering of proposed art work

Artist Selection Criteria

1. Ability to understand a locale's sense of place, design in a context-sensitive manner and focus on the goal of the project.
2. Demonstrate successful creative, innovative, and effective approach in comparable projects.
3. Proven mastery or skill in large-scale painting.

Approval and Awards Process

After the submission deadline is complete, the Keep Burleson Beautiful Board will vote on the submissions and notify the chosen artist. The chosen artist/artwork will then go to the Parks Board and City Council for final approval before notice is given to the public. The Keep Burleson Beautiful Board will arrange the details needed to complete the mural. Completion of the mural is expected to be completed within 60 days after the date of notice of City Council approval.

The honorarium will be given to the chosen artist after completion of the mural to award the artist.

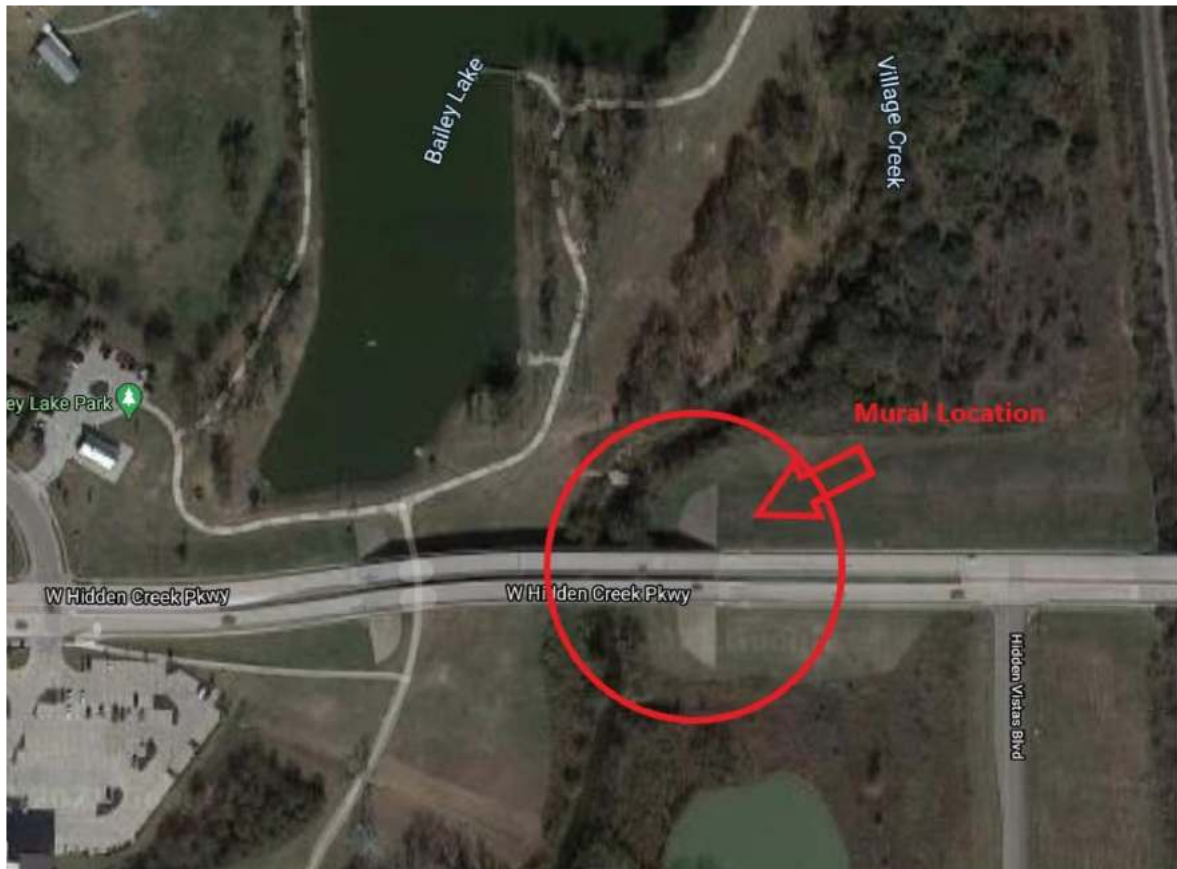
The exhibition will be permanently on view after completion at Bailey Lake Park and Hidden Creek, Burleson, Texas.

How to Apply:

Upload submission requirements to:

Questions? Email: environmentalservices@burlesontx.com

Location Map:



Concrete Embankment Canvas:





Ryan Stalsby CV

Contact

Ryan Stalsby
1805 Standish Dr.
Irving, Texas 75061
469-499-4226
www.RyanStalsby.com
stalsby7@gmail.com

Profile

Fine Artist, Muralist, and Teacher with 20+ years of experience in designing and creating large scale works as well as fine art commissions and oil painting lessons. Portraiture, Figurative, and Nature elements are a common theme in public works, often combining the two to create a harmonious balance and complimentary composition that tells a story to the viewer. Active plein air painter and exhibiting fine artist and muralist.

Education

The Art Institute of Dallas	Dallas, Texas
Associate of Applied Arts	Animation Art and Design
September 2006	Specializing in Design and 3d Modeling

2003 Recipient of Irving Arts Center Scholarship
2003 Recipient of The Art Institute of Dallas Scholarship

Technical

3d Studio Max	Oil	Charcoal
Zbrush	Acrylic	Graphite
Illustrator	Spray Paint	Pastel
Photoshop	Water Color	Pen & Ink

Commissions

2021 Public Art Commission, Blues Alley Project, Deep Ellum Foundation, Dallas, TX

2020 Corporate Art Commission, Lead Belly & Erykah, Spray Paint and Acrylic, Novel Deep Ellum, Dallas, TX

2019 Personal Home Mural, Willie, Mixed Media, The Woodlands, TX

2018 Public Art Commission, Personal Reflection, Mixed Media Mural, Deep Ellum Art Co., Dallas, TX

2017 Corporate Art Commission, Falling Water, Mixed Media Mural, Mr. Cooper Home Loans,
Irving, TX

2016 Public Art Commission, Walking This Road By Myself, Spray Paint and Acrylic Mural, 42 Real Estate,
Dallas, TX

2015 Public Art Commission, Rembrandt, Spray Paint, The Lawley Art Group,
Dallas, TX

2012 Public Art Mural, Dallas Skyline, Spray Paint and Acrylic, Curtain Club,
Dallas, TX

2009 Restaurant Mural, The Island Spot, Acrylic,
Oak Cliff, TX

2006 Public Art Commission, Untitled, Spray Paint, Metal Systems,
Irving, TX

Trade Associations

Fort Worth Public Arts

Outdoor Painters Society

Art Renewal Center

Call for Entry: Large-scale Mural, Local Flora and Fauna

Call for Art Entry

First Name	Ryan
Last Name	Stalsby
Phone Number	469 499 4226
Email	stalsby7@gmail.com
Address	1805 STANDISH DR
Why are you interested in painting this mural in Burleson?	I am very interested in creating something for the City of Burleson because I am a Texan born and raised here in North Texas and the landscape and wildlife are a big part of my life. I am an animal lover and also an avid gardener and maintain an ecosystem pond/waterfall here at my home. I know the importance of being a good steward of the land and the very important role our native plants and wildlife have on the circle of life and cycle of the seasons here in Texas. I would love to give back to the public and people of Burleson by creating a beautiful piece that touches the hearts of individuals and radiates a positive message back to the viewer and inspires many for years to come.
Upload Artists CV	Ryan Stalsby CV 2021.pdf
Upload examples of past work	Ryan Stalsby Image List 2021.pdf
Describe proposed artwork (Subject, scope, medium, etc.)	I would love to create a mural celebrating the native North Texas wildlife and habitat in line with the Flora and Fauna theme. I chose Echinacea or Purple Cone flowers to symbolize the beauty as well as healing of the natural habitats and our efforts in keeping these sanctuaries clean and functioning to their best potential. The bees and monarchs also symbolizing the recycling of nature and how everything works together as a whole process that is essential in the biodiversity and health of our natural eco systems in North Texas. The Great Blue Heron is highlighted for its patience and diligence which we can all learn from and is symbolic of having a good vision for the future and generations to come who will be stewards of the land. This mural I estimate to take 4 weeks from start to finish and I will

be using exterior grade acrylic paint designs for concrete/masonry application as well as artist grade Montana 94 aerosol paint. The mural will then be varnished with a UV coat.

Upload rendering of
proposed artwork

[Ryan Stalsby Mural Mock Up Burleson.jpg](#)

Ryan Stalsby Image List

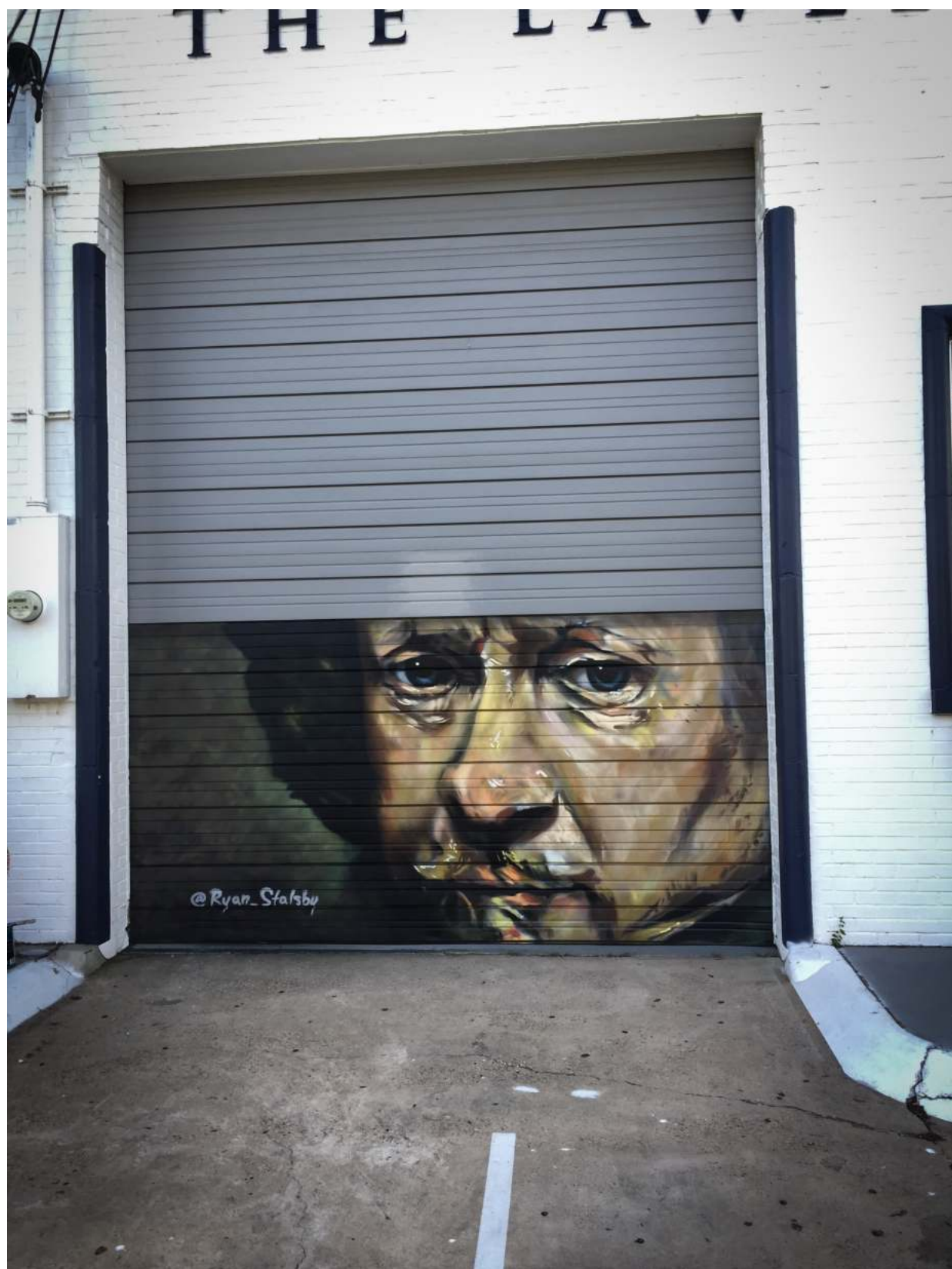




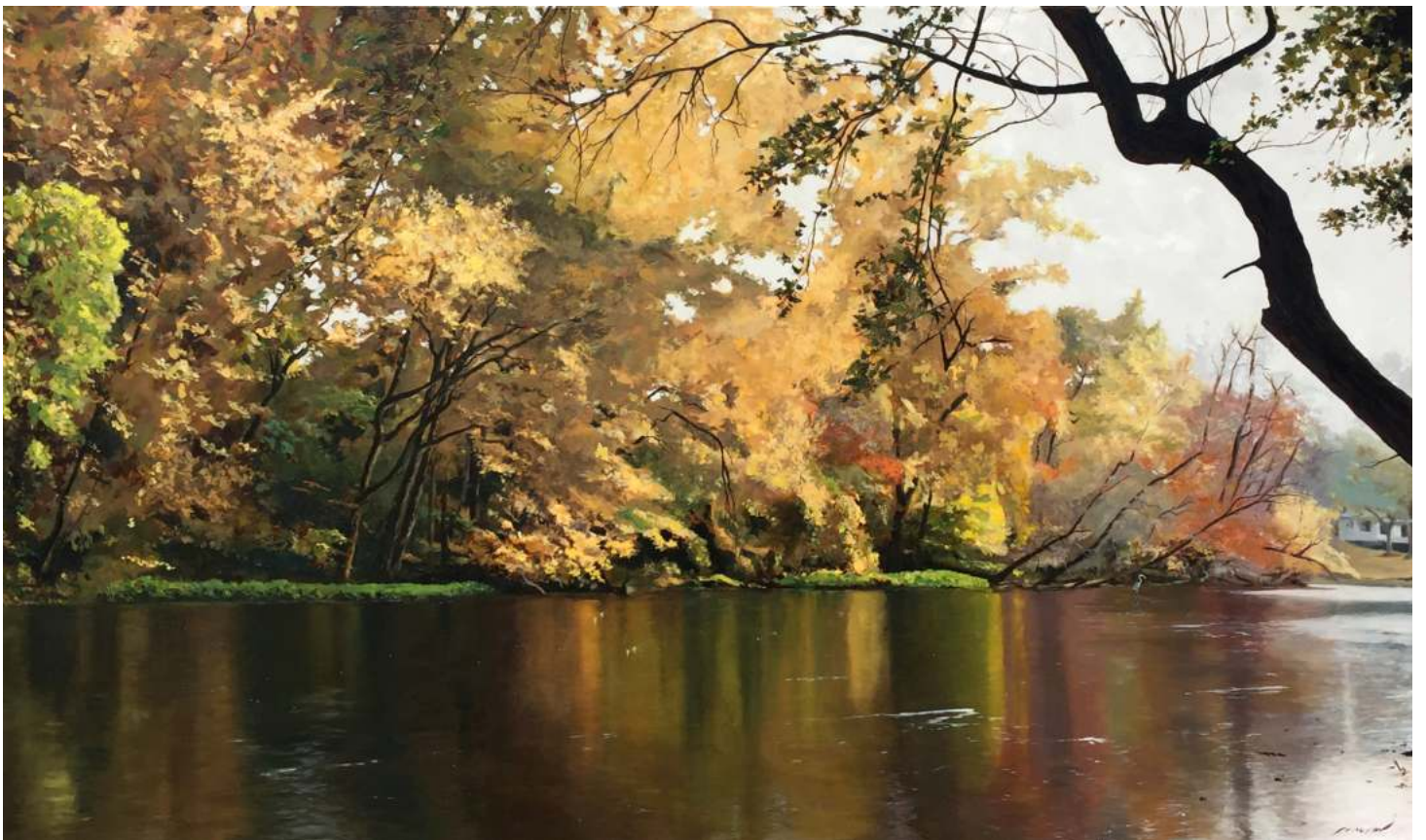














CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1011

Complete this form if you are filing an interest statement.
Complete this form if you are filing an interest statement.

OFFICIAL USE ONLY CERTIFICATION OF FILINGS

Certificate Number:
101400000

Date Filed:
1/22/2021

Date Archived/Updated:

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

City: Dallas
State: TX United States

2. Name of government entity or state agency or local agency to the contract for which the form is being filed.

City of Fort Worth Texas

3. Provide the identification number used by the government entity or state agency in its contract with the contractor, and provide a description of the services, goods, or other property to be provided under the contract.

101400000

Entity: Local Enhancement Public Art Fund

Name of interested party	City, State, Country (place of business)	Nature of interest (check all that apply)	
		Controlling	Dispositive
Suburb, Texas	Fort Worth, Texas	X	

4. Check only if there is NO Interested Party.

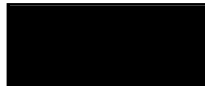
☐

6. INTEREST DECLARATION

Signature of

Ryan Stalinski

Date of Declaration



Signature of

Ross Stalinski Jr

City

State

Country

Zip

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

Executed at

Dallas

County of

Tarrant

on the 27 day of Dec.

2020

Witness

Signature

[Signature]
Notary Public for the State of Texas
Dallas



City of Burleson

City Council

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

AGENDA INFORMATION SHEET

DEPARTMENT: City Secretary Office

DATE: 01/03/2022

SUBJECT

Receive a report and hold a discussion on the Texas Local Option Election process. (*Staff Presenter: Amanda Campos, City Secretary*)

Attachments

Department Memo
Presentation

Respectfully submitted:

Amanda Campos, TRMC
City Secretary | acampos@burlesontx.com | 817.426.9665

DEPARTMENT MEMO

DEPARTMENT: City Secretary's Office
FROM: Amanda Campos, City Secretary
MEETING: January 3, 2022

SUBJECT:

Receive a report and hold a discussion on the Texas Local Option Election process. (Staff Presenter: Amanda Campos, City Secretary)

SUMMARY:

Although Texas has statewide alcohol laws, local voters can decide the types of alcoholic beverages sold in their communities through local option elections. The City of Burleson located in a dry county, Johnson, held two local option elections to allow sell of alcohol in the city limits. The first local option that passed was the legal sale of alcoholic beverages with a Food & Beverage certificate in 2004. The second local option that passed was the legal sale of beer and wine for off-premise consumption in 2006. There have been no other local options elections in Burleson.

City Council requested staff review the process of the holding another local option election. I have outlined the basic steps in the process for a Local Option Election. The goal is to provide council and the public with a high-level overview.

1. Application – Must be a written application filed by 10 or more qualified voters of the city and presented to the City Secretary. Once received and qualified the City Secretary shall provide petitions to the applicants for signatures.
2. Petitions – The City Secretary must notify the Secretary of State and TABC that petitions have been issued by the 5th day after the issuance.
3. Local Option choices – The petitions must clearly state which local option election requested to be voted on. Only one issue per petition, if multiple options are requested there must be multiple petitions signed. There are only 10 local options allowed to chose from.
 - a. The legal sale of malt beverage for off-premise consumption only.
 - b. The legal sale of malt beverage
 - c. The legal sale of malt beverage and wine for off-premise consumption only.
 - d. The legal sale of malt beverage and wine
 - e. The legal sale of all alcoholic beverages for off-premise consumption only.

- f. The legal sale of all alcoholic beverages except mixed beverages.
- g. The legal sale of mixed beverages
- h. The legal sale of mixed beverages in restaurants by food and beverage certificate holders only
- i. The legal sale of wine on the premises of a holder of a winery permit.

Options highlighted in yellow are the previous measures that passed and are in effect.

- 4. Number of signatures required on petitions – This depends on the local option listed on the ballot. 25% of registered voters who voted in most recent general election (May 2021) for *“legal sale of wine on the premises of a holder of a winery permit”* or 35% of registered voters who voted in the last governor’s election (November 2018) for all other local options.
- 5. Time to gather signatures – Petitions must be filed with signatures no later than 60 days after the first petition is issued by the City Secretary.
- 6. City Secretary will present the petition to the City Council and the City Council must order the election –Election must be held on a uniform election date, the first Saturday in May or the first Tuesday after the first Monday in November.
- 7. All election provisions must be followed – Election Code

STAFF CONTACT:

Name: Amanda Campos, TRMC
Department: City Secretary’s Office
Email: acampos@burlesontx.com
Phone: 817-429-9665



Local Option Process Report

JANUARY 3, 2022 CITY COUNCIL MEETING
REPORTS & PRESENTATIONS

Overview

- The Johnson County portion of Burleson was dry until 2004
- First local option election held in 2004
 - Held in May 2004
 - Two measures on the ballot
 - The legal sale of malt beverage and wine for off-premise consumption only. **FAILED**
 - The legal sale of mixed beverages in restaurants by food and beverage certificate holders only. **PASSED**
- Second local option election held in 2006
 - The legal sale of malt beverage and wine for off-premise consumption only. **PASSED**
- No other local options held to date

Texas Local Option Election Process

Must be held on uniform election
date:

1st Saturday in May or 1st Tuesday after
the first Monday in November

Dates to call elections:

May 2022 – February 18, 2022

November 2022 – August 22, 2022

Steps:

1. Application for Petition – at least 10 qualified voters of the city
2. Once verified by City Secretary petitions issued
3. Returned petitions signatures verified
4. If accepted with correct amount of signatures must be presented to the city council
5. City council must order an election for the next uniform election date
6. Election held in accordance with Texas Election Code

Application for Petition

Election Code requires **written application** be filed by **10 or more qualified voters** of the city be submitted to the City Secretary.

There is **no specific form** that must be completed for the application –however **must have header** “Application for Local Option Election Petition to Legalize....” and just **before signatures** “It is the hope, purpose and intent of the applicants whose signatures appear hereon to see legalized the sale of alcoholic beverage referred to in the issue set out above.”

Applicants must **publish a notice** in a newspaper of general circulation and provide **proof of publication** with the application when filed with City Secretary.

City Secretary verify and issue petitions

City Secretary must **notify** the **Secretary of State and the Texas Alcoholic Beverage Commission** in writing by the 5th day after petitions are issued.

Election code requires **petitions to be in English and Spanish** – each petition shall be **for only one measure**, numbered, hold the seal of the City Secretary, have a certificate of circulator, and date.

City must supply as many petitions as requested – not required to provide more than **one page for every 10 registered voters**.

There is an **official petition** for local options election prescribed by the **Secretary of State** that must be used.

Petitions

Only 10 measures possible to be listed:

1. The legal sale of malt beverage for off-premise consumption only.
2. The legal sale of malt beverage
- 3. The legal sale of malt beverage and wine for off-premise consumption only.**
4. The legal sale of malt beverage and wine.
5. The legal sale of all alcoholic beverages for off-premise consumption only.
6. The legal sale of all alcoholic beverages except mixed beverages.
7. The legal sale of all alcoholic beverages including mixed beverages.
8. The legal sale of mixed beverages.
- 9. The legal sale of mixed beverages in restaurants by food and beverage certificate holders only.**
10. The legal sale of wine on the premises of a holder of a winery permit.

Petitions cont.

Number of signatures required:

25% of registered voters who voted in the most recent **general election** IF the ballot measure is ***The legal sale of wine on the premises of a holder of a winery permit.***

35% of registered voters who voted in the most recent **gubernatorial election** for **ALL other measures.**

Circulators have **60 days** after issuance to **return with required signatures**

City Secretary must **verify signatures** on petition – use **election code** and **city charter to process.**

Must complete verification **within 15 business days** of receiving filed petitions.

Valid Petitions

City Secretary shall **present the findings** of the petition whether valid or not and it must be **recorded in the minutes of the city council** proceedings

The city council **must order** an **election** for a **valid petition** at a **regular council session** occurring on or after the 30th day the petition is filed.

Election must be **held on a uniform election** date and follow all the election code requirements.

After election must **canvass** following election code;

- **Passage** of the measure goes into **effect** when the results are **officially canvassed**
- **Unsuccessful** measure has **no prohibitory** effect

Not later than the **3rd day after the canvass** the city secretary must **certify the results** to the **Secretary of State** and the **Alcoholic Beverage Commission**.

QUESTIONS?



City of Burleson

City Council

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

AGENDA INFORMATION SHEET

DEPARTMENT: City Secretary Office

DATE: 01/03/2022

SUBJECT

Receive a report and hold a discussion on elections in 2022. (*Staff Presenter: Amanda Campos, City Secretary*)

Attachments

Department Memo
Presentation
Presentation

Respectfully submitted:

Amanda Campos, TRMC
City Secretary | acampos@burlesontx.com | 817.426-9665

DEPARTMENT MEMO

DEPARTMENT: City Secretary's Office
FROM: Amanda Campos, City Secretary
MEETING: January 3, 2022

SUBJECT:

Receive a report and hold a discussion on elections in 2022. (Staff Presenter: Amanda Campos, City Secretary)

SUMMARY:

There are no scheduled general elections to be held in 2022, the next general election will be in May 2023. Special elections called this year will be held on uniform election dates unless another law supersedes. The uniform dates in 2022 are May 7, 2022 and November 8, 2022. In preparing for the possibility of a special election council should review dates to call elections, conducting our own elections or contracting with the counties, polling locations, and legislative changes.

Legislative changes in 2021 are complicated and lengthy. The Texas Secretary of State is working hard to catch up with the changes and provide all the information to everyone. Some changes may cause the city significant money concerning voting equipment. The city owns the voting equipment we use in elections. This equipment was purchased in 2008 from Johnson County and provide for a paper ballot and an automatic tally of votes. At first glance, the equipment is in compliance with the new voting equipment basic requirements however there may a need for new equipment. New legislative change requires all parts and software be manufactured in the United States, at this time we do not have any evidence this is not the case. The city will submit a new letter of request for compliance with the Texas Secretary of State (TSOS), it is a note to make that the TSOS is quickly gathering information to make determination. An example of what they are reviewing can be as small as a roller wheel that pulls ballot through and where that part is manufactured. Another significant change is the addition of civil penalty for election officials in an election. The complaint must be filed with the District Attorney office. The TSOS has advised they will be watching this next election to review how these complaints are handled and determined. This does extend to election workers and as such will be communicated to all workers prior to them accepting the position. It would be beneficial for the city to providing bonding all election officials.

The city council will have to make the determination if we conduct our own election or contract with the counties for services. In even number years the counties can refuse to conduct our May elections. If we hold a special May election in 2022 and make the determination to conduct our own election we will need to discuss polling locations. May 2021 election was the first election we conducted with our new plaza and configuration of parking. We received several complaints about parking and path to the polls.

There are three possible polling locations to review however council is not restricted to these three locations we can review more locations if needed. City hall, the Senior Center, and the Brick are the location to review. Each has pros and cons and ultimately council should consider all aspects of the location for the voters.

STAFF CONTACT:

Name: Amanda Campos, TRMC
Department: City Secretary's Office
Email: acampos@burlesontx.com
Phone: 817-429-9665

Elections in 2022

City Council meeting January 3, 2022



Election considerations to discuss:

Legislative Changes

Which uniform date for any special election

Hold our own election or contract with the counties for election services (in even numbered years county can deny request)

November date must contract with county because of logistical requirements

Conducting our own election – polling location

No General Election in 2022

Uniform dates in 2022

1st Saturday in May – May 7, 2022

1st Tuesday after the first Monday in November – November 8, 2022

Last days to order elections:

May – February 18, 2022

November – August 22, 2022



New Legislative Changes-not full list

- Voting by mail
- Voter ID
- Individuals allowed in the polling place
- Ballot by Mail tracker – only if Early Voting Clerk is the county
- Web posting requirements
- Early Voting roster posting
- ***Voting system vendors***
 - ***Must file a new letter for our voting systems with SOS***
 - ***SOS has until Jan 2023 to file study on systems***
- Candidate application changes
- Address confidentiality for public officials
- Special election dates
- ***Early voting hours***
 - ***Removes for cities requirement for 2 twelve hour days***
 - ***Limits hours to 6am and 10pm***
- **Civil penalties for election officials**
 - **Any election officials – presiding judge, alternate judge, early voting clerks, election workers, etc..**



Election Calendar for cities

May 7, 2022

- February 18 – last day to order election
- April 7 – last day to register to vote
- April 25 – first day of early voting in person
- April 26 – last day to apply for ballot by mail
- May 3 – last day of early voting in person
- May 7 - Election day

November 8, 2022

- August 22 - last day to order election
- October 11 - last day to register to vote
- October 24 – first day of early voting in person
- October 28 – last day to apply for ballot by mail
- November 4 – last day of early voting in person
- November 8 – Election day





Conducting our own Elections

Polling locations

Senior Activity Center



- Enter from NW Ellison or SW Johnson
- All election parking in the back of the building
- Entrance for voting will be in the back of the building

Can handle the traffic – used for COVID vaccinations



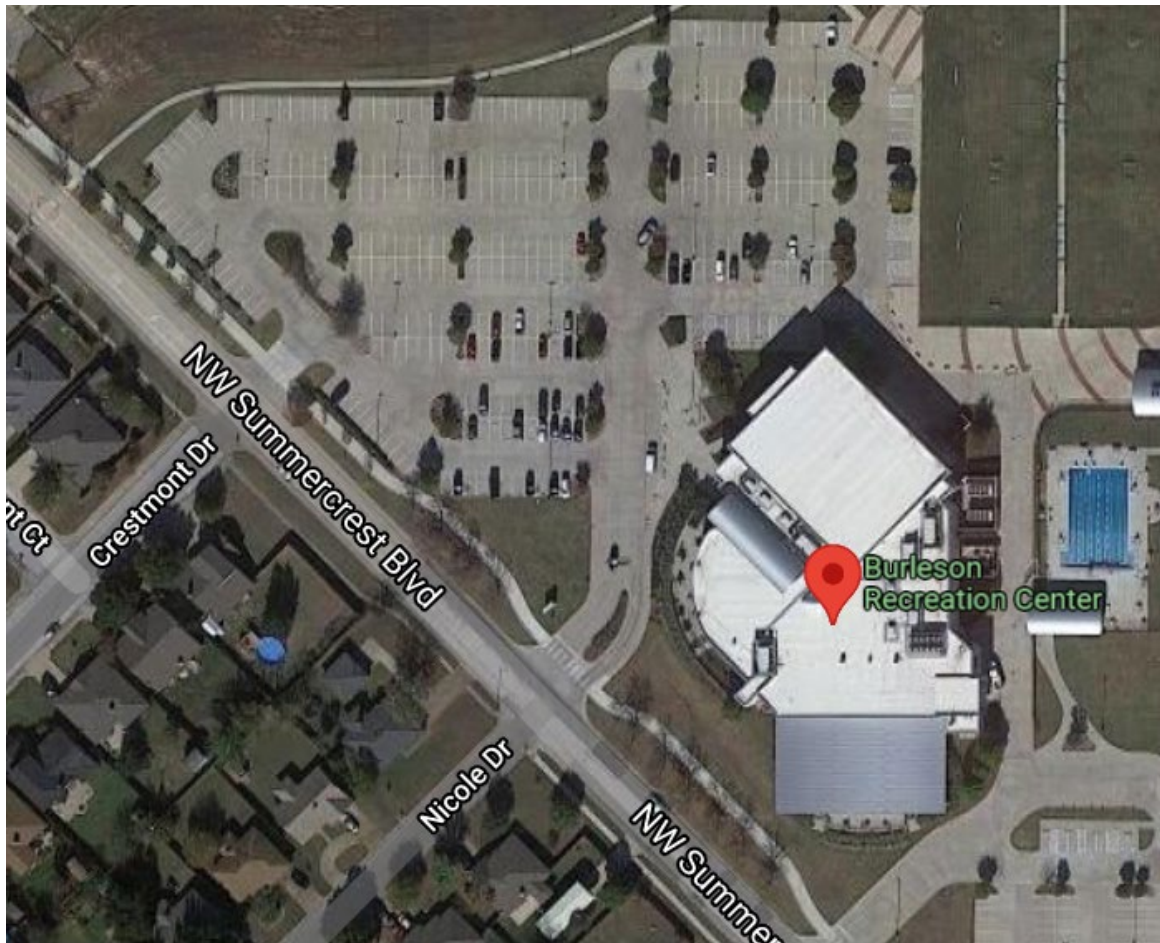
City Hall



- Enter from S Warren or W Wilson
- Parking on the side
- Dedicated parking off S Wilson
- Entrance off the plaza
- Must cross street to get to entrance



BRiCK

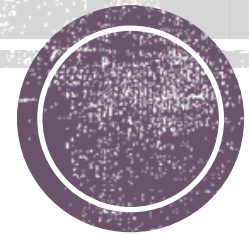


- Enter from NW Summercrest only
- Share parking lot with visitors
- Entrance at the front of the building



Elections in 2022

City Council meeting January 3, 2022



Election considerations to discuss:

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- May 7 - Election day

November 8, 2022

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Conducting our own Elections

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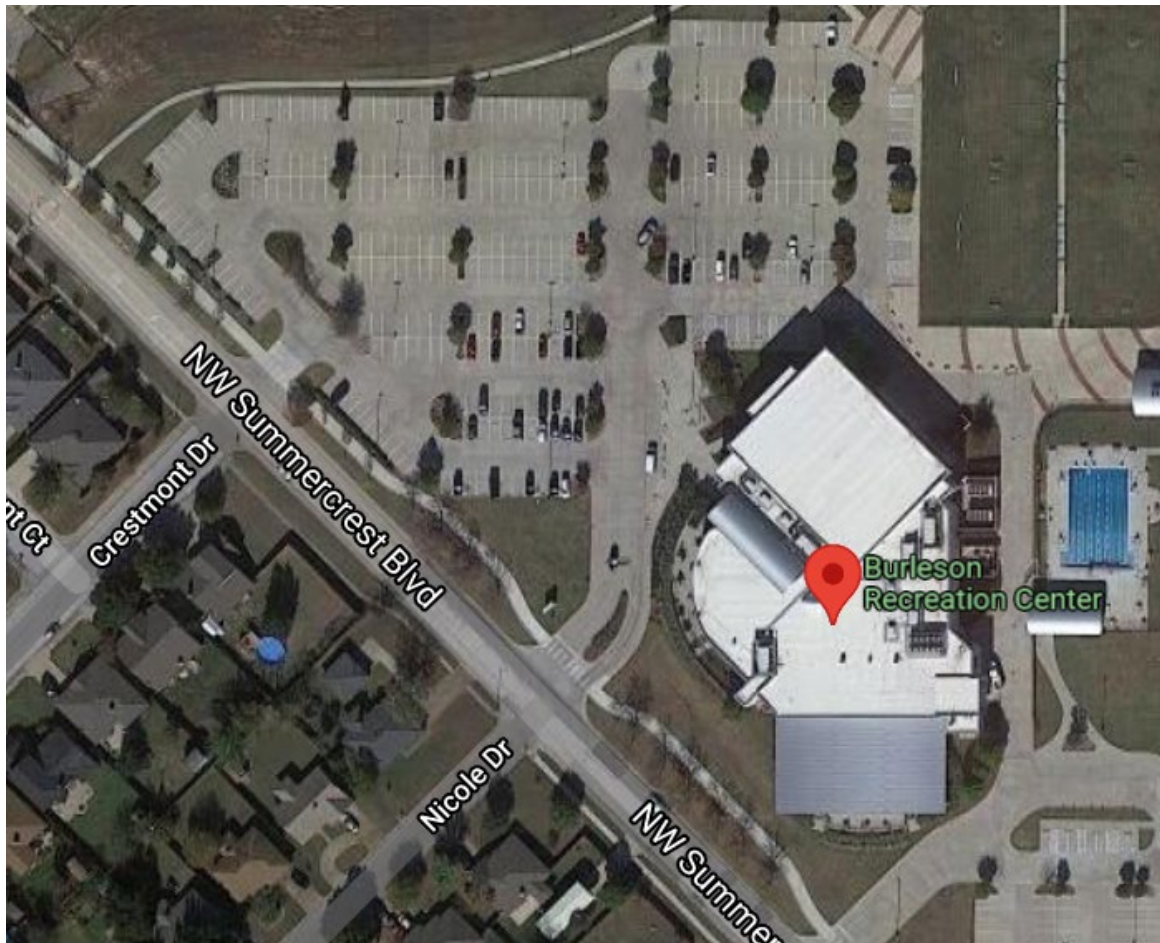
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BRiCK



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City of Burleson

City Council

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

AGENDA INFORMATION SHEET

DEPARTMENT: Parks & Rec
DIRECTOR: Jen Basham
DATE: 01/03/2022

SUBJECT

Receive a report, hold a discussion, and provide staff direction regarding the naming of the dog park.
(*Staff Presenter: Jen Basham, Director of Parks and Recreation*)

Attachments

Department Memo
Staff Presentation

Respectfully submitted:

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

DEPARTMENT MEMO

DEPARTMENT: Parks and Recreation

FROM: Jen Basham

MEETING: January 3, 2022

SUBJECT:

Receive a report, hold a discussion, and provide staff direction regarding the naming of the dog park. *(Staff Presenter: Jen Basham, Director - Parks and Recreation)*

SUMMARY:

The City of Burleson approved a policy in 2009 to determine the method for naming public spaces and facilities within the city. The policy creates a method for formal, fair and consistent naming. Guidelines for selecting the name of a city owned property include the following areas:

- Predominant natural features
- Adjoining streets or subdivisions
- Historic or heroic events
- Outstanding individuals
- Public officials
- Benefactors or donors

The approval process for selecting the name of a space is determined based off of who is initiating the request. If the city initiates the requests, the City Manager's office will present a list of potential names to the City Council for approval. If it is the initial naming of the space or facility; naming should occur prior to construction completion. The city or public can request that an existing space be renamed using the same process. If the public would like to request a name they must submit the request in writing to the City Manager.

City staff is requesting that the naming of the new dog park be placed out to the community for a public vote. A list of prospective names will be placed in a poll for the community to respond to over the course of two weeks. Once a recommendation has been prepared the name will be brought forward to Parks Board and then to City Council for approval.

Names being proposed:

- The Boneyard
- The Bark
- Barkleson Park
- Bark Park
- Open option for write ins

Alternative naming processes for the dog park include:

- Staff present a list of names to City Council and Council selects the name in accordance with the naming policy above
- Staff selects a name and presents it to Council for approval
- Council selects a name not provided by staff recommendation

OPTIONS:

- Staff polls community and brings forward recommendation to park board and council for approval
- Staff provides a list of recommended names to council for council to approve a name
- Council selects a name not provided by staff recommendation

RECOMMENDATION:

Staff recommends polling the community for the naming of the dog park.

FISCAL IMPACT:

NA

Budgeted Y/N: NA

Fund Name: NA

Full Account #:

Amount: NA

STAFF CONTACT:

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



Park Naming Policy

City Council, January 3

Background



The naming policy was passed
in October 2009



The policy was put in place to
create guidelines for naming
municipal property



The policy creates a method for
formal, fair and consistent
naming



Guidelines for selecting a name

Predominant natural features

Outstanding individuals

Adjoining streets or subdivision

Public Officials

Historic or heroic event

Benefactor or donor



Approval Process

City Initiated

CMO presents a list of potential names to the City Council for final approval

Initial Naming

Should be completed prior to construction completion

Renaming

Can be completed when an event or request is made

Citizen Initiated

A written request must be made to the City Manager

Dog Park Naming Options

- ① Staff creates a list of potential names, Council reviews and selects from options
- ② Staff creates list of potential names, polls the community and brings the recommended name to council for approval
- ③ Staff creates list of potential names, council reviews, poll the community, and take final recommendation to council
- ④ Staff selects name and provides recommendation to council
- ⑤ Council selects a name not provided by staff recommendation



Names for consideration



- ① The Boneyard
- ② The Bark
- ③ Barkleson Park
- ④ Bark Park

Feedback

