



# CITY COUNCIL AGENDA

**SEPTEMBER 20, 2016**

(For General Information and Rules of Courtesy, please see opposite side.)  
(La Información General y las Reglas de Cortesía que Deben Observarse Durante las Asambleas del  
Consejo Municipal Aparecen en el Lado Opuesto. Por Favor, Leerlas.)

## **I. General Information**

The Arlington City Council is comprised of a Mayor and eight City Council members. Elections are conducted every spring in May.

Arlington City Council meetings are broadcast live on the Arlington Government Channel (A.G.C.) and replayed throughout the week. Visit the City's Web site for the A.G.C. broadcast schedule.

[www.arlingtontx.gov](http://www.arlingtontx.gov)

### **CITY COUNCIL SCHEDULE-2016**

| MONTH     | SCHEDULED      |
|-----------|----------------|
| January   | 12, 26         |
| February  | 9, 23          |
| March     | 1, 22          |
| April     | 12, 26         |
| May       | 10, 17*, 24*** |
| June      | 7, 14, 28**    |
| July      | Break          |
| August    | 2, 9**, 23     |
| September | 6, 15**, 20    |
| October   | 11, 25         |
| November  | 1, 29          |
| December  | 6, 13          |

\* Special Meeting – Official Canvass of Votes

\*\*Special Meeting - Budget Related Items Only

\*\*\* Swear in newly elected Council members

## **II. Support or Opposition on Agenda Items**

Anyone wishing to speak or register their support or opposition on a given matter should fill out a card available at the entrance and give it to a staff member at the main table before the opening of the meeting. If you've signed up that you wish to speak, and your name is called:

- Please come to the microphone at the podium and state your name and address before you begin your presentation.
- To the extent possible, please refrain from repeating testimony which has already been given.
- Speakers in support or in opposition of an item will be given **three** minutes to make their statements.
- Public Hearings: an applicant has **five** minutes for their presentation and **two** minutes for any rebuttal.
- A bell will signal at the end of the speaker's time. Please wrap up your comments promptly.
- We ask that you address your comments to the Mayor and Council.

## **III. Citizen Participation**

Citizen participation gives the public an opportunity to make comments or address concerns that are not posted on the evening's agenda. Please understand that the Mayor and Council are not permitted by law to respond to or address your concerns at this time, as these items are not included on the posted Council Agenda for this evening. The Mayor and Council may only ask clarifying questions and/or direct staff to take appropriate action.

## **IV. Rules of Courtesy**

We ask that citizens and other visitors in attendance assist in preserving the order and decorum of this meeting. Any person making personal, profane, slanderous, or threatening remarks or who becomes disruptive while addressing the Mayor and the City Council or while attending the City Council meeting may be removed from the Council Chambers.

## **I. Información General**

El Ayuntamiento de la Ciudad de Arlington consiste de un Alcalde y ocho miembros del concilio municipal. Las elecciones se llevan a cabo cada Mayo en la primavera.

Las reuniones del Ayuntamiento de la Ciudad de Arlington se transmiten en vivo en el canal del Gobierno de Arlington (A.G.C.) y se repiten durante la semana. Visita la página web de la Ciudad para el horario del programa. [www.arlingtontx.gov](http://www.arlingtontx.gov)

### **EL HORARIO DEL AYUNTAMIENTO-2016**

| EL MES     | PROGRAMADO     |
|------------|----------------|
| Enero      | 12, 26         |
| Febrero    | 9, 23          |
| Marzo      | 1, 22          |
| Abril      | 12, 26         |
| Mayo       | 10, 17*, 24*** |
| Junio      | 7, 14, 28**    |
| Julio      | Descanso       |
| Agosto     | 2, 9**, 23     |
| Septiembre | 6, 15**, 20    |
| Octubre    | 11, 25         |
| Noviembre  | 1, 29          |
| Diciembre  | 6, 13          |

\* Reunion especial – sólo para aprobar los votos oficiales de eleccion

\*\* Reunions especial - sólo los artículos relacionados con el presupuesto de la ciudad

\*\*\* Jurar los nuevos miembros electos del Ayuntamiento municipal

## **II. Apoya u Opone los Artículos del Orden del Día**

Alguno que desea hablar o registrar su apoyo u oposición en un asunto dado debe llenar una tarjeta disponible en la entrada y darlo a un empleado localizado en la mesa principal antes de la apertura de la reunión. Si usted se ha inscrito que desea hablar y tu nombre es llamado:

- Venga por favor al micrófono en el podio e indique su nombre y la dirección antes que empiece su presentación.
- Hasta el punto possible, por favor de abstenerse de repetir testimonio que ya ha sido dado.
- Los oradores en apoyo u oposición de un artículo sera dado **tres** minutos de hacer sus declaraciones.
- Las Audiciones Publicas: un solicitante tiene **cinco** minutos para su presentación y **dos** minutos para cualquier refutación.
- Una campana señalará a fines del tiempo del orador. Por favor, concluye tus comentarios inmediatamente.
- Pedimos que dirige sus comentarios al Alcalde y el Concilio.

## **III. Participación de los Ciudadanos**

La participación del ciudadano da el público una oportunidad a hacer comentarios o dirigir preocupaciones que no son anunciados en el orden del día o agenda. Comprenda por favor que el Alcalde y el concilio no son permitidos por ley a responder o abordar tus preocupaciones en este tiempo, porque estos artículos no son incluidos en los anunciados del orden del día del Ayuntamiento para esta tarde. El Alcalde y el Concejo sólo pueden pedir clarificación a preguntas y/o dirigen el personal a tomar acción apropiada.

## **IV. Reglas de Cortesía**

Pedimos que los ciudadanos y otros visitantes presente asisten en la preservación del orden y el decoro de esta junta. Cualquier persona que haga comentarios personales, profanos, difamatorios o intimidatorios, o alguien que lo haga en forma disruptivo durante dirigirse al Alcalde y el Ayuntamiento, o cuando está asistiendo la reunión del Ayuntamiento puede ser quitado de la Sala del Ayuntamiento.

# Agenda



## Arlington City Council Meeting

Council Briefing Room  
101 W. Abram St., 3<sup>rd</sup> floor

Tuesday, September 20, 2016  
6:30 PM

- I. CALL TO ORDER
- II. INVOCATION AND PLEDGE OF ALLEGIANCE TO U.S. AND TEXAS FLAGS
- III. SPECIAL PRESENTATIONS
- IV. APPOINTMENTS TO BOARDS AND COMMISSIONS
- V. SPEAKER GUIDELINES AND GENERAL DECORUM
- VI. APPROVAL OF ITEMS FROM EXECUTIVE SESSION
- VII. APPROVAL OF MINUTES
  - Budget Town Hall Special Meeting, August 25, 2016
  - Special Meeting, September 1, 2016
  - Afternoon Meeting, September 6, 2016
  - Evening Meeting, September 6, 2016

- The Arlington City Hall is wheelchair accessible. For accommodations or sign interpretive services, please call 817-459-6100 no later than 24 hours in advance.
- Council meetings are broadcast live on Arlington's Government Channel, and rebroadcast throughout the week at the following times:

|           | Afternoon meetings | Evening Meetings |
|-----------|--------------------|------------------|
| Sunday    | 1:00 p.m.          | 6:00 p.m.        |
| Wednesday | 1:30 p.m.          | 6:30 a.m.        |
| Saturday  | 6:00 p.m.          | 6:30 a.m.        |

The Council agenda can be viewed on the City's website at [www.ArlingtonTX.gov](http://www.ArlingtonTX.gov)

- For a complete Arlington Government Channel program schedule, please visit [www.ArlingtonTX.gov/Broadcast](http://www.ArlingtonTX.gov/Broadcast)

## VIII. APPROVAL OF CONSENT AGENDA

Approval of the Consent Agenda authorizes the City Manager to implement each item in accordance with staff recommendations and all votes on final reading will be recorded as reflected on first reading unless otherwise indicated. Public comment will be accepted on items, with the exception of those items on which a public hearing has been held and closed by Council, which will be indicated as **(CLOSED)** on the agenda.

### A. Minute Orders

1. **FY2017 IMPACT Grant (MO#09202016-001)**  
Authorize the City Manager or his designee to execute the FY2017 IMPACT grant contract with the Texas State Library and Archives Commission for Career Advancement Program to be funded in the amount of \$10,000.
2. **FY2017 Library Cooperation Grant (MO#09202016-002)**  
Authorize the City Manager or his designee to execute the FY2017 Library Cooperation grant contract with the Texas State Library and Archives Commission funded in the amount of \$64,577.
3. **FY2017 Arlington Historical Society Contract for Services (MO#09202016-003)**  
Authorizing the City Manager or his designee to execute the FY2017 Contract for Services with the Arlington Historical Society (AHS) for operational services at the historic Fielder House, and for other initiatives related to heritage tourism and historic preservation, in the amount of \$30,000. Funding is available in Convention and Event Services Fund Account No. 970104-61006.
4. **Negotiate and Execute a Five-Year Contract for Wrecker Services for Police Directed Pulls, Bid Project 16-0140 (MO#09202016-004)**  
Authorize the City Manager or his designee to negotiate and execute a five-year contract for wrecker services for police directed pulls with Kelly McKnight, Inc. of Arlington, Texas, and execute any and all documents necessary to carry out such contract. Wrecker services will be provided at no cost to the City. Compensation to Kelly McKnight, Inc. will be based off the fees presented in the RFP and paid by the citizen directly. No financial impact is anticipated in future fiscal years directly related to this contract.
5. **Negotiate and Execute a Five-Year Contract for an Audit Software System, Bid Project 16-0019 (MO#09202016-005)**  
Authorize the City Manager or his designee to negotiate and execute a five-year contract for audit management software system for the City Auditor's Office with Wolters Kluwer Audit, Risk & Compliance of Tampa, Florida for an estimated amount of \$95,606, and execute any and all documents necessary to carry out such contract. The one-time purchase cost is for an estimated amount of \$51,075 and includes implementation services, perpetual license for five users, project management, travel and training and first year of hosted fees. Funds are budgeted in Information Technology Account No. 980252-63142. The annual technology hosted fees for FY 2017, 2018, 2019 & 2020 will be budgeted in City Auditor's Office Account No. 200101-63142.

6. **Annual Requirement Contracts for Library Material and Related Services, Bid Project 16-0149 (MO#09202016-006)**  
Authorize the City Manager or his designee to approve annual requirement contracts for the purchase of library materials and related services through the State of Texas Cooperative Purchasing Program in the estimated amount of \$800,000, and execute any and all documents necessary to carry out such contracts. Funds are budgeted in Library General Fund Operating Account No.960301-60015 and subject to FY 2017 budget approval.
7. **Annual Requirements Contract for Fire Department Uniforms, Bid Project 16-0150 (MO#09202016-007)**  
Authorize the City Manager or his designee to execute an annual requirements contract for fire uniforms with Red the Uniform Tailor of Lakewood, New Jersey, in the estimated amount of \$166,599.30, and execute any and all documents necessary to carry out such contract. Funds are budgeted in Fire Department/Fire Resource Management Account No. 220601-60003 and subject to FY17 budget approval.
8. **Annual Contract for Maintenance of Radio Communications Equipment, Bid Project 17-0013 (MO#09202016-008)**  
Authorize the City Manager or his designee to execute an annual contract for maintenance of radio communications equipment with Motorola Solutions, Inc. of Schaumburg, Illinois through the Houston-Galveston Area Council (H-GAC) Cooperative Purchasing Program in the estimated amount of \$947,785.06, and execute any and all documents necessary to carry out such contract. Funds are budgeted in Communication Service Maintenance of Radios Account No. 900501-63123 and subject to FY 2017 budget approval.
9. **Annual Insurance Program Policy Renewals and New Policies for Fiscal Year 2017 (MO#09202016-009)**  
Authorizing the City Manager or his designee to negotiate and purchase insurance policies and/or renewals with various carriers through McGriff, Seibels & Williams of Addison, Texas for Property and Casualty, Unique Mobile Units and Trailers, Crime, Airport Liability, Excess Workers' Compensation, Excess Liquor Liability, Scientific Equipment, Unmanned Aircraft Systems, and any new policies during the upcoming fiscal year in the estimated amount of \$507,574. Funding is available in the following departmental accounts and are subject to Fiscal Year 2017 budget approval: Human Resources Account No. 170201-64000 [\$274,121]; Workers' Compensation Account No. 510101-64000 [\$201,443]; Golf Program Account No. 500901-64000 [\$16,783]; Fire Department Account No. 220401-61002 [\$11,210]; and Police Department Account No. 270103-61002 [\$4,017].
10. **Renewal of Annual Requirements Contract for Monthly Grounds Maintenance of City-Owned Properties, Bid Project 16-0001 (MO#09202016-010)**  
Authorize the City Manager or his designee to exercise the first of four, one-year renewal options in the contract for monthly grounds maintenance of city-owned properties with Terry Rutland of Grand Prairie, Texas in the estimated amount of \$87,632.40, and execute any and all documents necessary to carry out such renewal. Funds are budgeted in Parks and Recreation Account No. 502702-63144.

11. **Renewal of Contract for Concrete Panel & Sidewalk Replacement Program; Project No. PWSM14002 (MO#09202016-011)**  
 Authorizing the City Manager or his designee to exercise the second of four, one-year renewal options in the contract for the concrete panel and sidewalk replacement program with Ken-Do Contracting, LP, of Desoto, Texas, in the estimated amount of \$2,541,000. Subject to FY 2017 budget approval, funding is available in the Street Maintenance Sales Tax Account No. 728501-63132-61370695 [\$2,200,000] and Street Maintenance General Fund Account No. 728502-63132-35100200 [\$341,000].
12. **Renewal of Contract for Street Reclamation Program; Project No. PWSM13003 (MO#09202016-012)**  
 Authorize the City Manager or his designee to exercise the third of four, one-year renewal options in the contract for the street reclamation program with Reynolds Asphalt and Construction Company, of Euless, Texas, in the estimated amount of \$1,500,000. Subject to FY 2017 budget approval, funding is available in Street Maintenance Fund Account No. 728501-63132-61320695.
13. **2016 Sidewalk Program; Project No. PWSW16001 (MO#09202016-013)**  
 Authorizing the City Manager or his designee to execute a construction contract with Ken-Do Contracting, LP, of Desoto, Texas for the 2016 Sidewalk Program in the amount of \$587,050. The contract includes a maximum bonus of \$18,000, for a possible contract total of \$605,050. Funding is available in the Street Bond Fund Account No. 358504-68153-65850698.
14. **Purchase of 23 Vehicles, Bid Project 16-0169 (MO#09202016-014)**  
 Authorize the City Manager or his designee to approve the purchase of 23 replacement vehicles in the estimated amount of \$613,220.50.
- 15 vehicles with Caldwell County Chevrolet of Caldwell, Texas, through the Texas Local Government Purchasing Cooperative (TLGPC) in the estimated amount of \$429,946.
  - Eight vehicles with Silsbee Ford, Inc. of Silsbee, Texas, through the Texas Local Government Purchasing Cooperative (TLGPC) in the estimated amount of \$183,274.50.
- Funds are budgeted in Fleet Services Administration Account No. 790101-68200 and Stormwater Management Account No. 300102-68200 and subject to FY2017 budget approval.
15. **Purchase and Installation of Backup Generator for Municipal Office Tower, Bid Project 16-0170 (MO#09202016-015)**  
 Authorize the City Manager or his designee to approve the purchase and installation of a stationary backup generator for the Municipal Office Tower with Brandt Companies, LLC of Dallas, Texas, through the State of Texas Cooperative Purchasing Program in the estimated amount of \$325,000, and execute any and all documents necessary to carry out such purchase. Funds are budgeted in Public Works Account No. 760104-68100.

16. **Removal, Disposal and Installation of Underground Fuel Storage Tanks, Bid Project 16-0162 (MO#09202016-016)**  
 Authorize the City Manager or his designee to approve the removal and disposal of three underground fuel storage tanks, and three adjacent oil underground storage tanks and the installation of two new aboveground fuel storage tanks with D&H United Fueling Solutions of Grand Prairie, Texas, in the estimated amount of \$324,543, and execute any and all documents necessary to carry out such purchase. Funds are budgeted in Public Works and Transportation Account No. 760104-68100.
  
17. **Contract Modification No. 2 to the Engineering Services Contract for the Texas Rangers Parking Lot R; Project No. PWST16010 (MO#09202016-017)**  
 Authorizing the City Manager or his designee to execute Contract Modification No. 2 to the engineering services contract with Mycoskie McInnis Associates, Inc. (MMA), of Arlington, Texas, for the design of Texas Rangers Parking Lot R project, in the amount of \$34,200. Subject to FY 2017 budget approval, funding is available in Street Maintenance General Fund Account No. 728502-63132-35100199.
  
18. **Contract with The Polaris Group to Assist with Oversight and Evaluation of Ambulance Contractor Performance (MO#09202016-018)**  
 Authorizing the City Manager or his designee to execute a professional services contract with Public Safety Associates, LLC, d/b/a The Polaris Group out of Southern Shores, North Carolina for ambulance contract oversight and evaluation in the estimated amount of \$28,000. Funding is available in Liquidated Damages and System Enhancement Account No. 79201-61043.
  
19. **Construction Contract for the Helen Wessler Creek Restoration and Bridge Installation; Project No. PWPL15001 (MO#09202016-019)**  
 Authorize the City Manager or his designee to execute a construction contract with ARK Contracting Services of Kennedale, Texas, for the Helen Wessler Creek Restoration and Bridge Installation in an amount not to exceed \$587,200. The contract includes a maximum bonus of \$7,200, for a possible contract total of \$594,400. Funding is available in the Stormwater Utility Fund Account No. 308501-68151-11020199 [\$150,000] and Park Bond Account No. 508503-68101-53530599 [\$444,400].
  
20. **Construction Contract for New York Avenue (Abram Street to Arkansas Lane); Project No. PWST14002 (MO#09202016-020)**  
 Authorizing the City Manager or his designee to execute a construction contract with Jackson Construction, Ltd., of Fort Worth, Texas, for the construction of the New York Avenue Project (Abram Street to Arkansas Lane) in an amount not to exceed \$11,948,498.95. The contract includes a maximum bonus of \$157,500, for a possible contract total of \$12,105,998.95. Funding is available in the following accounts:  
 CDBG Account No. 418640-61002-414023 [\$2,791,211.10], Street Bond Fund Account No. 358502-68153-65380698 [\$2,598,102.40], Traffic Bond Fund Account No. 358505-68300-80610799 [\$149,648.75], Storm Drainage Bond Fund Account No. 308501-68151-11270199 [\$303,545.00], Street Maintenance Fund Account No. 728501-63132-61450695 [\$1,817,056.70], Sanitary Sewer Bond Fund Account No. 648502-68250-17982204 [\$933,455.00], and Water Bond Fund Account No. 658502-68252-18165205 [\$3,512,980.00].

B. Consent Agenda Ordinances – Final Readings

Public comment will be accepted on items, with the exception of those items on which a public hearing has been held and closed by Council, which will be indicated as **(CLOSED)** on the agenda.

1. **MSD 16-1 (1000 & 1030 W. Arkansas Lane) (CLOSED)**

Consider an ordinance establishing a Municipal Setting Designation (MSD) for the property located at 1000 & 1030 W. Arkansas Lane. Final Reading of an ordinance prohibiting the use of and contact with designated groundwater from beneath certain property known as 1000 and 1030 West Arkansas Lane within the City of Arlington, Texas, to facilitate certification of a Municipal Setting Designation of the property by the Texas Commission on Environmental Quality pursuant to the Texas Health and Safety Code.

2. **New School Zone for Peach Elementary and School Zone Revision for Workman Junior High/McNutt Elementary**

Final reading of an ordinance amending the "Traffic and Motor Vehicles" Chapter of the Code of the City of Arlington, Texas, 1987, through the amendment of Article III, Speed Regulations, Section 3.05, Speed Limits in School Zones, Subsection (C), by the addition of a new school zone on Baird Farm Road and the amendment of a school zone on Center Street; providing for a fine of up to \$200 for each offense in violation of the ordinance; providing this ordinance be cumulative; providing for severability; providing for governmental immunity; providing for injunctions; providing for publication and becoming effective ten days after first publication.

C. Consent Agenda Resolutions

1. **2017 Council Meeting Calendar**

A resolution officially scheduling and canceling City Council meetings for 2017.

2. **Authorization for Payment to and Retention of Bracewell, LLP**

A resolution authorizing the payment to and the retention of the law firm of Bracewell, LLP in matters related to the Texas Rangers Complex Development Project

3. **Interlocal Agreement for Cooperative Purchasing with the City of Richardson, Bid Project 16-0167**

A resolution authorizing the execution of an Interlocal Cooperation Agreement for Cooperative Purchasing with the City of Richardson relative to procurement of goods and services from vendors under current and future contracts.

4. **Interlocal Agreement with the City of Fort Worth for the Household Hazardous Waste Collection Program**

A resolution authorizing the execution of an Interlocal Agreement with the City of Fort Worth relative to participation in the Environmental Collection Center Household Hazardous Waste Collection Program for FY 2017, for the estimated amount of \$244,400.

5. **Interlocal Agreement and Engineering Services Contract for the Lake Arlington Raw Water Pump Station Shared Operation Improvements; Project No. WUTR16011**

a. A resolution authorizing the execution of an Interlocal Agreement for the Evaluation of Lake Arlington Raw Water Pump Station Shared Operation Improvements with Trinity River Authority of Texas relative to hiring an engineering firm to evaluate the Lake Arlington Raw Water Pump Station and to provide recommendations for modifications and improvements to allow shared operation.

b. A resolution authorizing the execution of an Engineering Services Contract with HDR Engineering, Inc. of Dallas, Texas, for an amount not to exceed \$477,250, relative to evaluation of the Lake Arlington Raw Water Pump Station.

6. **Authorize Execution of Texas Homeless Housing and Services Program Grant Agreement For \$220,509 and Texas Homeless Housing and Services Program Implementation**

A resolution authorizing the submission of a grant application to the Texas Department of Housing and Community Affairs for funding in the amount of \$220,509 for the Texas Homeless Housing and Services Program and authorizing the execution of documents relative to the submission, later acceptance and implementation of such grant.

7. **2015-2016 Consolidated Annual Performance and Evaluation Report (CAPER) for HUD Grants and Reprogramming of Prior Year Funds**

A resolution adopting the Program Year 2015-2016 Consolidated Annual Performance and Evaluation Report, authorizing the submission of the report to the U.S. Department of Housing and Urban Development, and authorizing reprogramming of prior year Community Development Block Grant, HOME Investment Partnerships and Emergency Solutions Grant funds.

8. **North Central Texas Regional Training Exercise Participation**

A resolution authorizing the City of Arlington's participation in the North Central Texas Council of Government's Regional Emergency Preparedness Training and the execution of all agreements relative to the City's participation including host site agreements.

9. **Donation of Equipment to Tarrant County College District**

A resolution authorizing the execution of a Donation Agreement between Tarrant County College District and City of Arlington, Texas, relative to the donation of firefighting equipment.

10. **Del Carmen Consulting Professional Services Contract**

A resolution authorizing the execution of a Professional Services Contract with Del Carmen Consulting, LLC of Grand Prairie, Texas, for an amount not to exceed \$33,050.04, relative to consulting services in FY 2017.

11. **Police Polygraph Services Contract**

A resolution authorizing the execution of a Professional Services Contract with Wood & Associates Polygraph Service of Arlington, Texas, relative to polygraph examination services for the Arlington Police Department in the estimated amount of \$49,500.

12. **TxDot Comprehensive STEP Grant FY2017**

A resolution authorizing the acceptance of a grant, if awarded, from the Texas Department of Transportation, in the approximate amount of \$277,238, to provide speed, safety belt and DWI enforcement and authorizing the execution of documents relative to the acceptance of such grant.

**END OF CONSENT AGENDA**

**IX. ITEMS TO BE WITHDRAWN FROM THE CONSENT AGENDA**

**X. CONSIDER AND VOTE ON WITHDRAWN ITEMS**

**XI. PUBLIC HEARINGS: ORDINANCES FIRST READING**

Speaker Regulations: Anyone wishing to speak for or against a Public Hearing must fill out a card at the entrance to the Council Briefing Room.

A. Public Hearing – Ordinances First Reading

1. **Zoning Case PD13-16R1 (Liv + Arlington - 1001 South Center Street, 206 East Mitchell Street, 107 and 109 Hosack Street)**

Following the public hearing, consider Zoning Case PD13-16R1, with a revised Development Plan. An ordinance adopting revised Development Plan PD13-16R1 on certain property known as 1001 South Center Street; 206 East Mitchell Street; 107 and 109 Hosack Street zoned Planned Development (PD) for Multi-Family uses, with a Development Plan; amending the Zoning District Map accordingly.

**ORDINANCE FIRST READING**

An ordinance adopting revised Development Plan PD13-16R1 on certain property known as 1001 South Center Street; 206 East Mitchell Street; 107 and 109 Hosack Street zoned Planned Development (PD) for Multi-Family uses, with a Development Plan; amending the Zoning District Map accordingly.

**XII. ORDINANCES – FIRST AND/OR FINAL READINGS**

Public comment will be accepted on items, with the exception of those items on which a public hearing has been held and closed by Council, which will be indicated as **(CLOSED)** on the agenda.

A. Ordinances - First Reading

1. **Hotel Occupancy Tax Ordinance Amendment for FY 2017**

First reading of an ordinance amending the "Taxation" Chapter of the Code of the City of Arlington, Texas, 1987, through the amendment of Article IV, Hotel Occupancy Tax, Section 4.01, Definitions, by the amendment of the definition of "Hotel", and the addition of the definitions of "Monthly Period" and "Short-term Rental"; Section 4.02, Tax Authorized; Tax Rate; Exceptions to Tax, Subsection (C), by the addition of Subsection (4); Section 4.03, Exemptions and Refunds, Subsection (B); Section 4.04, Collection; Payment to City; Fee; Section 4.05, Reports; and Section 4.08, Penalties, Subsection (C); and through the amendment of Article VIII, Additional Hotel Occupancy Tax, Section 8.01, Definitions, by the amendment of the definition of "Hotel", and the addition of the definitions of "Monthly Period" and "Short-term Rental"; Section 8.02, Tax Authorized; Tax Rate; Exceptions to Tax, Subsection (C), by the addition of Subsection (4); Section 8.04, Exemptions and Refunds, Subsection (B); Section 8.05, Collection; Payment to City; Fee; Statement of Tax Purpose Required; Section 8.06, Reports; Section 8.09, Penalties, Subsection (C); relative to collecting, reporting, paying, exceptions, exemptions and penalties; and providing for a fine of up to \$500 for each offense in violation of the ordinance; providing this ordinance be cumulative; providing for severability, governmental immunity, injunctions and publication; and becoming effective January 1, 2017.

**XIII. ANNOUNCEMENTS**

**XIV. CITIZEN PARTICIPATION– Recognition of visitors with items of business not on the agenda.**



## Minutes

### Budget Town Hall Special Meeting

Arlington Municipal Airport  
5000 S. Collins St.  
Arlington, Texas 76018

August 25, 2016  
6:30 P.M.

The Budget Town Hall Special Meeting convened on August 25, 2016, at 6:30 p.m. at the Arlington Municipal Airport, 5000 S. Collins St., City of Arlington, Texas, with the meeting being open to the public and notice of said meeting, giving the date, place and subject thereof, having been posted as prescribed by V.T.C.A., Government Code, Chapter 551, with the following members present, to-wit:

Councilmember S. Capehart  
Councilmember R. Rivera  
Councilmember K. Wilemon  
Councilmember R. Shepard  
Councilmember M. Glaspie

Absent: Mayor Jeff Williams, Councilmember C. Parker, Councilmember L. Wolff, and Councilmember V. Farrar-Myers

Trey Yelverton, City Manager  
Teris Solis, City Attorney  
Martha Garcia, Deputy City Secretary

City Staff present and available for questions were: Theron Bowman, Deputy City Manager/Neighborhood Services; Mike Finley, Chief Financial Officer/Director of Finance; Kari Zika, Director of Human Resources; Jennifer Wichmann, Director of Management Resources; Will Johnson, Police Chief; Don Crowson, Fire Chief; Yoko Matsumoto, Director of Libraries; Bruce Payne, Economic Development Manager; Lemuel Randolph, Director of Parks and Recreation; and Karen VanWinkle, Airport Manager.

Councilmember R. Rivera welcomed everyone and called the town hall meeting to order at 6:33 p.m., stating that the purpose of the meeting was to discuss the FY 2017 Proposed Budget for the City of Arlington.

City Manager Trey Yelverton presented a brief overview of the City's budget process and the FY2017 Proposed Operating Budget. The City's FY2017 proposed budget video was played for the audience.

Mr. Yelverton then accepted comments and questions from the audience. After all questions and concerns from the public were addressed, Councilmember S. Capehart thanked the citizens for their interest and participation in the budget process.

There being no further business, the meeting was adjourned at 8:00 p.m.

APPROVED:

W. Jeff Williams, Mayor

ATTEST:

Mary W. Supino, City Secretary

# Minutes



## Arlington City Council Special Meeting

Arlington Convention Center  
1200 Ballpark Way, Salon A  
Arlington, Texas

September 1, 2016  
7:00 p.m.

The City Council of the City of Arlington, Texas, convened in Special Session on September 1, 2016 at 7:00 p.m. at the Arlington Convention Center, 1200 Ballpark Way, Salon A, Arlington, Texas, with the meeting being open to the public and notice of said meeting, giving the date, place and subject thereof, having been posted as prescribed by V.T.C.A., Government Code, Chapter 551, with the following members present, to-wit:

Mayor J. Williams  
Councilmember C. Parker  
Councilmember S. Capehart  
Councilmember K. Wilemon  
Councilmember L. Wolff  
Councilmember R. Shepard  
Councilmember J. Bennett  
Councilmember M. Glaspie

Absent: Councilmember R. Rivera

Trey Yelverton, City Manager  
Teris Solis, City Attorney  
Mary W. Supino, City Secretary

### **I. Call to Order**

At 7:02 p.m., Mayor J. Williams called the meeting to order.

**II. Public Hearing**

A. Second Public Hearing

The public hearing concerning the tax rate opened at 8:27 p.m.

Mayor J. Williams made the following announcement:

"The Arlington City Council will vote on the proposed tax rate at the September 6, 2016 City Council meeting and the September 15, 2016 City Council meeting. Both meetings will begin at 6:30 p.m. and be held in the Council Briefing Room located on the 3rd floor in City Hall, 101 W. Abram St., Arlington, Texas 76010."

John Neale, 4504 Little Hollow Ct., appeared on the proposed tax rate. There being no others, the public hearing closed at 8:30 p.m.

**III. FY2017 Proposed Budget for the City of Arlington**

Trey Yelverton, City Manager, briefed Council on the FY2017 Proposed Budget for the City of Arlington.

**IV. Adjourn**

There being no further business, the meeting was adjourned at 8:33 p.m.

APPROVED:

W. Jeff Williams, Mayor

ATTEST:

Mary W. Supino, City Secretary

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## Minutes

### Arlington City Council Meeting

Council Briefing Room  
101 W. Abram St.  
3rd Floor

September 6, 2016  
2:15 PM

The City Council of the City of Arlington, Texas, convened in Special Session on September 6, 2016, at 2:15 pm in the Council Briefing Room, 101 W. Abram Street, 3rd Floor with the meeting being open to the public and notice of said meeting, giving the date, place and subject thereof, having been posted as prescribed by V.T.C.A., Government Code, Chapter 551, with the following members present, to-wit:

Mayor J. Williams  
Councilmember C. Parker  
Councilmember S. Capehart  
Councilmember R. Rivera  
Councilmember K. Wilemon  
Councilmember L. Wolff  
Councilmember R. Shepard  
Councilmember V. Farrar-Myers  
Councilmember M. Glaspie

Trey Yelverton, City Manager  
Teris Solis, City Attorney  
Mary W. Supino, City Secretary

#### I. CALL TO ORDER

Mayor J. Williams called the meeting to order at 2:33 p.m. and immediately convened in Executive Session.

#### II. EXECUTIVE SESSION

Discussion of matters permitted by the following sections of V.T.C.A., Government Code, Chapter 551.

##### A. Section 551.071, CONSULTATION WITH ATTORNEY

##### B. Section 551.087, DELIBERATION REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS

1. Offers of Incentives to Business Prospects.

At 2:48 p.m., Executive Session was adjourned, and after a short break, Council reconvened in Open Session at 3:04 p.m.

### **III. WORK SESSION**

1. Arlington Tourism Public Improvement District

Ron Price, President and CEO, Arlington Convention and Visitors Bureau, briefed Council on the proposed creation of the Arlington Tourism Public Improvement District.

### **IV. ISSUES SESSION**

#### **A. Discussion of informal staff reports**

1. Update on Citizens Environmental Committee

Mandy Clark, Assistant Director, Public Works and Transportation Department, presented an update on the Citizens Environmental Committee.

2. Streetlight Maintenance

Mindy Carmichael, Director, Public Works and Transportation Department, reported to Council on Streetlight Maintenance.

3. Mowing Schedules and Guidelines for TXDOT Roadways

Scott Fairman, Assistant Director, Parks and Recreation Department, provided an update to Council on Mowing Schedules and Guidelines for TXDOT Roadways.

4. Capital Improvements Program Advisory Committee (CIPAC) July 2016 Semi-Annual Report

Ann Foss, Principal Planner, Community Development and Planning Department, presented the Capital Improvements Program Advisory Committee (CIPAC) July 2016 Semi-Annual Report.

5. FY2016 City Council Priority - Champion Great Neighborhoods

Dr. Theron Bowman, Deputy City Manager, presented the FY2016 City Council Priority - Champion Great Neighborhoods Newsletter.

#### **B. Discussion of committee meetings**

1. Finance and Audit - Special Tax Revenue Bonds Series 2008 and 2009 - Defeasance; Hotel Occupancy Tax

Councilmember C. Parker, Chair, reported on the Committee meeting.

2. Municipal Policy - Alternatives to Payday Lending; 2017 State and Federal Legislative Agendas; Short Term Rental

Councilmember M. Gaspie, Chair, reported on the Committee meeting.

3. Community and Neighborhood Development - PY2015-2016 HUD Consolidated Annual Performance and Evaluation Report (CAPER) Briefing; Tax Credit Projects; Parking of Vehicles

Councilmember L. Wolff, Chair, reported on the Committee meeting.

4. Economic Development - Updates to City of Arlington Policy Statement for Tax Abatement; Discussion of Chapter 380 Policy; Executive Session: Discuss Offers of Incentives to Business Prospects

Councilmember R. Shepard, Chair, reported on the Committee meeting.

**V. Discussion of miscellaneous items**

1. FY2017 Proposed Budget

Trey Yelverton, City Manager, provided a follow-up on the FY2017 Proposed Budget. Will Johnson, Police Chief, was available for questions from Council.

2. Update on Downtown Business Improvement District (BID) Project

Bruce Payne, Economic Development Manager, Economic Development Services Department, provided an update on the Downtown Business Improvement District (BID) Project.

3. Appointments to boards and commissions

A resolution creating and appointing membership to the Transportation Advisory Committee will be on the Evening Agenda for Council consideration.

4. Evening Agenda items

Item No. VIII.B.1 was discussed.

5. Issues relative to City and TxDot projects

6. Future Agenda Items

Mayor J. Williams requested a future item relative to a potential senior forum to discuss senior housing and to accept citizen input. Councilmember M. Gaspie requested an update on school district construction projects and partnership opportunities.

There being no further business, the meeting adjourned at 4:56 p.m.

APPROVED:

W. Jeff Williams

ATTEST:

Mary W. Supino, City Secretary

# Minutes



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## Arlington City Council Regular Meeting

Council Briefing Room  
101 W. Abram St.  
3rd Floor

September 6, 2016  
6:30 PM

The City Council of the City of Arlington, Texas, convened in Regular Session on September 6, 2016, at 6:30 pm in the Council Briefing Room, 3rd Floor, 101 W. Abram St., with the meeting being open to the public and notice of said meeting, giving the date, place and subject thereof, having been posted as prescribed by V.T.C.A., Government Code, Chapter 551, with the following members present, to-wit:

Mayor J. Williams  
Councilmember C. Parker  
Councilmember S. Capehart  
Councilmember R. Rivera  
Councilmember K. Wilemon  
Councilmember L. Wolff  
Councilmember R. Shepard  
Councilmember V. Farrar-Myers  
Councilmember M. Glaspie

Trey Yelverton, City Manager  
Teris Solis, City Attorney  
Mary W. Supino, City Secretary

### **I. CALL TO ORDER**

Mayor J. Williams called the meeting to order at 6:34 p.m.

### **II. INVOCATION AND PLEDGE OF ALLEGIANCE TO U.S. AND TEXAS FLAGS**

Minister Jeff Hubbard, North Davis Church of Christ, gave the invocation and the Pledge of Allegiance to U.S. and Texas Flags were recited.

### **III. SPECIAL PRESENTATIONS**

Mayor J. Williams proclaimed September 2016 as Sickle Cell Disease Association Awareness Month. This proclamation was presented by Mayor Williams and accepted by Kathleen Hicks, Executive Director, Sickle Cell Association of North Texas, and Richard Burnett, Board President.

**IV. APPOINTMENTS TO BOARDS AND COMMISSIONS**

**V. SPEAKER GUIDELINES AND GENERAL DECORUM**

Mary W. Supino, City Secretary, recited the speaker guidelines and general decorum.

**VI. APPROVAL OF ITEMS FROM EXECUTIVE SESSION**

**VII. APPROVAL OF MINUTES**

Afternoon Meeting, August 23, 2016

Evening Meeting, August 23, 2016

Councilmember S. Capehart made a motion to approve the minutes from the August 23, 2016 Afternoon and Evening Meetings. Seconded by Councilmember V. Farrar-Myers, the motion carried with 9 ayes and 0 nays.

**VIII. APPROVAL OF CONSENT AGENDA**

Councilmember R. Shepard made a motion to approve all items from the Consent Agenda, with the exception of Item No. VIII.B.1. Seconded by Councilmember M. Glaspie, the motion carried with 9 ayes and 0 nays.

**A. Minute Orders**

1. **TxDOT Aviation 2017 RAMP Grant Agreement (MO#09062016-001)**  
Authorize the City Manager or his designee to execute a Routine Airport Maintenance Program (RAMP) Grant Agreement with the Texas Department of Transportation (TxDOT) of Austin, Texas. The grant reimburses 50% of the cost of miscellaneous Airport repair projects such as pavement repairs and striping, hangar repairs, and Air Traffic Control equipment replacement. The maximum reimbursement under the grant is \$50,000, and funds for the eligible repair projects are available in Airport Improvement Account No. 358501-51290499-61002.
2. **Ditto Golf Course Contract Modification for Design Consultant, Project No. PKPL12001 (MO#09062016-002)**  
Authorizing the City Manager or his designee to execute a contract modification with Colligan Golf Design of Arlington, Texas, for re-design modifications of the construction drawings for the Chester W. Ditto Golf Course renovation. Funding in an amount not to exceed \$106,000 is available in Parks Bond Account No. 508503-53360599-61002.
3. **Tarrant County College Services Agreement; Providing curriculum and training for EMT and Advanced EMT (MO#09062016-003)**  
Authorizing the City Manager or his designee to execute a Services Agreement with Tarrant County College District Northeast Campus of Fort Worth, Texas to provide curriculum and training for Emergency Medical Technician and Advanced Emergency Medical Technician in the amount of \$31,790 for up to 10 students, additionally if the class size exceeds 10 students, a charge of \$3,179 for each Emergency Medical Technician trainee and \$1,937 for

each Advanced Emergency Medical Technician trainee will be paid for each student over the original 10. Funding is available in Liquidated Damages Account No. 790201-61002.

Councilmember R. Shepard abstained on this item.

## **B. Consent Agenda Ordinances - Final Readings**

1. Zoning Case - PD16-3 RaceTrac - 1211 West Harris Road  
Consider a request to change the zoning on approximately 4.166 acres from Residential Estate (RE) and Light Industrial (LI) to Planned Development (PD) for limited Community Commercial (CC) uses plus a Package Liquor Store, with a Development Plan; generally located north of West Harris Road and east of South Cooper Street. Final reading of an ordinance changing the zoning classification on certain property known as 1211 West Harris Road to Planned Development (PD) for limited Community Commercial (CC) uses plus a Package Liquor Store, with a Development Plan; amending the Zoning District Map accordingly.

Councilmember S. Capehart made a motion to approve final reading of an ordinance changing the zoning classification on certain property known as 1211 West Harris Road to Planned Development (PD) for limited Community Commercial (CC) uses plus a Package Liquor Store, with a Development Plan; amending the Zoning District Map accordingly. Seconded by Councilmember V. Farrar-Myers, the motion carried with 9 ayes and 0 nays.

### **ORDINANCE NO. 16-040**

2. Zoning Case - Specific Use Permit SUP16-1 (St. Andrew's Methodist Church - 2045 Southeast Green Oaks Boulevard)  
Consider a Specific Use Permit for a day care center on approximately 6.053 acres zoned Residential Single-Family 7.2 (RS-7.2) and Residential Single-Family 5 (RS-5); generally located north of Southeast Green Oaks Boulevard and east of New York Avenue, with the approximate address being 2045 Southeast Green Oaks Boulevard. Final Reading of an ordinance adopting Specific Use Permit SUP16-1 for a Day Care Center on certain property known as 2045 Southeast Green Oaks Boulevard zoned Residential Single-Family 7.2 (RS-7.2) and Residential Single-Family 5 (RS-5);amending the Zoning District Map accordingly.

Two individuals registered in support of the proposed ordinance.

### **ORDINANCE NO. 16-041**

## **C. Consent Agenda Resolutions**

1. Ambulance Contract Renewal and Modification  
A resolution authorizing the execution of a Contract Renewal and Modification with American Medical Response Ambulance Service, Inc. d/b/a American Medical Response relative to ambulance service.

### **RESOLUTION NO. 16-186**

- 2.

Clean Water State Revolving Fund - Filing of Application and Designation of Authorized Representative

- a. A resolution authorizing the filing of an application for financial assistance in an amount not to exceed \$5,605,000 from the Clean Water State Revolving Fund of the Texas Water Development Board, designating an authorized representative for the purpose of furnishing information and executing documents as may be required in connection with the preparation and filing of the application, and making certain findings in connection therewith; and,
- b. A resolution requesting designation as a management agency for wastewater collection and treatment within its territorial limits.

**RESOLUTION NO. 16-187**

**RESOLUTION NO. 16-188**

- 3. Resolution of the City of Arlington, Texas authorizing the Defeasance and Redemption of Certain Outstanding Bonds; Approving and authorizing one or more Escrow Agreements and resolving other matters relating thereto  
A resolution of the City of Arlington, Texas authorizing the Defeasance and Redemption of Certain Outstanding Bonds; Approving and authorizing one or more Escrow Agreements and resolving other matters relating thereto.

Councilmember R. Rivera abstained on this item.

**RESOLUTION NO. 16-189**

- 4. Fee Authorization for Community Development and Planning Department, and for Public Works and Transportation Department  
A resolution authorizing various fees relative to administration, construction, electrical, electronic scanning, gas drilling and production, health, irrigation, mechanical, municipal setting designation, plumbing, platting, special event parking, transportation, and zoning activities of the City of Arlington, Texas.

**RESOLUTION NO. 16-190**

- 5. Transportation Advisory Committee (TAC)  
A resolution creating the Transportation Advisory Committee and appointing membership to the Transportation Advisory Committee.

**RESOLUTION NO. 16-191**

**IX. ITEMS TO BE WITHDRAWN FROM THE CONSENT AGENDA**

Item No. VIII.B.1 was removed from Consent Agenda for separate consideration.

**X. CONSIDER AND VOTE ON WITHDRAWN ITEMS**

**XI. PUBLIC HEARINGS: RESOLUTIONS AND ORDINANCES FIRST READING**

**A. Public Hearing - Resolutions**

1. Creation of the Arlington Tourism Public Improvement District  
Following the public hearing, consider a resolution authorizing the creation of the Arlington Tourism Public Improvement District; making findings to include the advisability of the proposed improvements, the estimated cost, the methods of assessment and collection service thereof, and the apportionment of cost between the District and the City; approving the Service and Assessment Plan for the Arlington Tourism Public Improvement District; and providing for publication and an effective date thereof.

#### RESOLUTION

A resolution authorizing the creation of the Arlington Tourism Public Improvement District; making findings to include the advisability of the proposed improvements, the estimated cost, the methods of assessment and collection service thereof, and the apportionment of cost between the District and the City; approving the Service and Assessment Plan for the Arlington Tourism Public Improvement District; and providing for publication and an effective date thereof.

The public hearing regarding Creation of the Arlington Public Improvement District opened at 6:49 p.m. Ron Price, President and CEO, Arlington Convention and Visitors Bureau, 1905 E. Randol Mill, 76011, presented the proposed resolution to Council. Joe Jennings, 2503 Cherry Sage Dr., 76001, appeared in support of the proposed resolution. Two individuals registered in support of the proposed resolution. There being no others, the public hearing was closed at 6:53 p.m.

PUBLIC HEARING CLOSED

Councilmember S. Capehart made a motion to approve a resolution authorizing the creation of the Arlington Tourism Public Improvement District; making findings to include the advisability of the proposed improvements, the estimated cost, the methods of assessment and collection service thereof, and the apportionment of cost between the District and the City; approving the Service and Assessment Plan for the Arlington Tourism Public Improvement District; and providing for publication and an effective date thereof. Seconded by Councilmember K. Wilemon, the motion carried with 9 ayes and 0 nays.

#### RESOLUTION NO. 16-192

#### **B. Public Hearing - Ordinances First Reading**

1. Adoption of the FY 2017 Operating Budget  
Following the public hearing, consider an ordinance adopting the FY 2017 Operating Budget. An ordinance approving and adopting the operating budget for the City of Arlington, Texas, for Fiscal Year 2017, beginning October 1, 2016, and ending September 30, 2017, in accordance with the Chapter 102 of the Texas Local Government Code and becoming effective from and after its passage.

#### ORDINANCE FIRST READING

An ordinance approving and adopting the operating budget for the City of Arlington, Texas, for Fiscal Year 2017, beginning October 1, 2016, and ending September 30, 2017, in accordance with Chapter 102 of the Texas Local Government Code and Becoming effective from and after its passage.

The public hearing regarding Adoption of the FY 2017 Operating Budget opened at 6:53 p.m. Mike Finley, Chief Financial Officer, Finance Department, presented the proposed ordinance to Council. There being no others, the public hearing was closed at 6:55 p.m.

PUBLIC HEARING CLOSED

Councilmember S. Capehart made a motion to approve first reading of an ordinance approving and adopting the operating budget for the City of Arlington, Texas, for Fiscal Year 2017, beginning October 1, 2016, and ending September 30, 2017, in accordance with the Chapter 102 of the Texas Local Government Code and becoming effective from and after its passage. Seconded by Councilmember R. Shepard, the motion carried with 9 ayes and 0 nays.

FIRST READING

2. 2016 Assessment Roll and Levy of Assessments within the Arlington Tourism Public Improvement District  
Following the public hearing, consider an ordinance of the City Council of the City of Arlington, Texas, accepting and approving the 2016 Assessment Roll for the Arlington Tourism Public Improvement District of the City of Arlington; levying the assessments on the assessed parcels appearing on said roll, and providing for and requiring the payment of the assessments and related matters.

ORDINANCE FIRST READING

An ordinance of the City Council of the City of Arlington, Texas, accepting and approving the 2016 Assessment Roll for the Arlington Tourism Public Improvement District of the City of Arlington; levying the assessments on the assessed parcels appearing on said roll, and providing for and requiring the payment of the assessments and related matters.

The public hearing regarding 2016 Assessment Roll and Levy of Assessments within the Arlington Tourism Public Improvement District opened at 6:56 p.m. Trey Yelverton, City Manager, presented the proposed ordinance to Council. There being no others, the public hearing was closed at 6:57 p.m.

PUBLIC HEARING CLOSED

Councilmember K. Wilemon made a motion to approve first reading of an ordinance of the City Council of the City of Arlington, Texas, accepting and approving the 2016 Assessment Roll for the Arlington Tourism Public Improvement District of the City of Arlington; levying the assessments on the assessed parcels appearing on said roll, and providing for and requiring the payment of the assessments and related matters. Seconded by Councilmember L. Wolff, the motion carried with 9 ayes and 0 nays.

FIRST READING

3. MSD 16-1 (1000 & 1030 W. Arkansas Lane)  
Following the public hearing, consider an ordinance establishing a Municipal Setting Designation (MSD) for the property located at 1000 & 1030 W. Arkansas Lane. First Reading of an ordinance prohibiting the use of and contact with designated groundwater from beneath certain property known as 1000 and 1030 West Arkansas Lane within the City of Arlington, Texas, to facilitate certification of a Municipal Setting Designation of the property by the Texas Commission on Environmental Quality pursuant to the Texas Health and Safety Code.

#### ORDINANCE FIRST READING

An ordinance prohibiting the use of and contact with designated groundwater from beneath certain property known as 1000 and 1030 West Arkansas Lane within the City of Arlington, Texas, to facilitate certification of a Municipal Setting Designation of the property by the Texas Commission on Environmental Quality pursuant to the Texas Health and Safety Code.

The public hearing regarding MSD 16-1 (1000 & 1030 W. Arkansas Lane) opened at 6:57 p.m. Dick Record, 102 Thompson, Richardson, 75080, presented the proposed ordinance to Council. There being no others, the public hearing was closed at 7:03 p.m.

#### PUBLIC HEARING CLOSED

Councilmember L. Wolff made a motion to approve first reading of an ordinance prohibiting the use of and contact with designated groundwater from beneath certain property known as 1000 and 1030 West Arkansas Lane within the City of Arlington, Texas, to facilitate certification of a Municipal Setting Designation of the property by the Texas Commission on Environmental Quality pursuant to the Texas Health and Safety Code. Seconded by Councilmember M. Glaspie, the motion carried with 9 ayes and 0 nays.

#### FIRST READING

4. (CONTINUED) Zoning Case PD14-9R (Legends Express Car Wash - 5521, 5523, and 5525 South Cooper Street)  
Following the public hearing, consider a request to change the zoning on approximately 1.786 acres from Planned Development (PD) for Community Commercial (CC) uses plus a carwash, with a Development Plan; generally located north of West Nathan Lowe Road and east of South Cooper Street. First reading of an ordinance changing the zoning classification on certain property known as 5521, 5523, and 5525 South Cooper Street to Planned Development (PD) for Community Commercial (CC) uses plus a car wash and an outside run for a commercial kennel, with a Development Plan; amending the Zoning District Map accordingly.

#### ORDINANCE FIRST READING

An ordinance changing the zoning classification on certain property known as 5521, 5523, and 5525 South Cooper Street to Planned Development (PD) for Community Commercial (CC) uses plus a car wash and an outside run for a commercial kennel, with a Development Plan; amending the Zoning District Map accordingly.

John Dugan, Director, Community Development and Planning Department, announced that the public hearing was to be continued to October 11, 2016 at the applicant's request.

Councilmember L. Wolff made a motion to continue first reading of an ordinance changing the zoning classification on certain property known as 5521, 5523, and 5525 South Cooper Street to Planned Development (PD) for Community Commercial (CC) uses plus a car wash and an outside run for a commercial kennel, with a Development Plan; amending the Zoning District Map accordingly. Seconded by Councilmember M. Glaspie, the motion carried with 9 ayes and 0 nays.

#### CONTINUED

## **XII. ORDINANCES - FIRST AND/OR FINAL READINGS**

### **A. Ordinances- First Reading**

1. Levying Taxes for Fiscal Year 2017  
First reading of an ordinance levying ad valorem taxes for the City of Arlington, Texas, for Fiscal Year 2017, beginning October 1, 2016, and ending September 30, 2017, in accordance with Tex. Loc. Gov't Code Chapter 102 and Tex. Tax Code Chapter 26, and becoming effective from and after its passage.

Mike Finley, Chief Financial Officer, Finance Department, presented the proposed ordinance to Council.

Councilmember C. Parker made a motion to approve first reading of an ordinance levying ad valorem taxes for the City of Arlington, Texas, for Fiscal Year 2017, beginning October 1, 2016, and ending September 30, 2017, in accordance with Tex. Loc. Gov't Code Chapter 102 and Tex. Tax Code Chapter 26, and becoming effective from and after its passage. Seconded by Councilmember S. Capehart, the motion carried with 9 ayes and 0 nays.

#### FIRST READING

2. Ratification of Tax Increase in FY 2017 Operating Budget  
First reading of an ordinance ratifying the property tax increase reflected in the operating budget for the City of Arlington, Texas, for Fiscal Year 2017, beginning October 1, 2016, and ending September 30, 2017, in accordance with Tex. Loc. Gov't Code Chapter 102.

Mike Finley, Chief Financial Officer, Finance Department, presented the proposed ordinance to Council.

Councilmember C. Parker made a motion to approve first reading of an ordinance ratifying the property tax increase reflected in the operating budget for the City of Arlington, Texas, for Fiscal Year 2017, beginning October 1, 2016, and ending September 30, 2017, in accordance with Tex. Loc. Gov't Code Chapter 102. Seconded by Councilmember K. Wilemon, the motion carried with 9 ayes and 0 nays.

#### FIRST READING

3. Water and Wastewater Rates Adjustment / Water and Sewer Chapter Ordinance Amendments  
First reading of an ordinance amending the "Water and Sewer" Chapter of the Code of the City of Arlington, Texas, 1987, through the amendment of Article III, Charges for Water and Sewer Service, Section 3.02, Water and Sewer Rates, Subsection (A)(1), relative to water rates; Subsection 3.02(B)(1), relative to sewer rates; and Subsection 3.02(G), relative to fire protection system fees; and the addition of Section 3.06, Laboratory Testing; providing this ordinance be cumulative; providing for severability, governmental immunity, injunctions, and publication; and providing that Subsections 3.02(A)(1) and 3.02(B)(1) shall become effective on January 1, 2017 and Subsection 3.02(G) and Section 3.06 shall become effective on October 1, 2016.

Walter Pishkur, Director, Water Utilities Department, presented the proposed ordinance to Council.

Councilmember S. Capehart made a motion to approve first reading of an ordinance amending the "Water and Sewer" Chapter of the Code of the City of Arlington, Texas, 1987, through the amendment of Article III, Charges for Water and Sewer Service, Section 3.02, Water and Sewer Rates, Subsection (A)(1), relative to water rates; Subsection 3.02(B)(1), relative to sewer rates; and Subsection 3.02(G), relative to fire protection system fees; and the addition of Section 3.06, Laboratory Testing; providing this ordinance be cumulative; providing for severability, governmental immunity, injunctions, and publication; and providing that Subsections 3.02(A)(1) and 3.02(B)(1) shall become effective on January 1, 2017 and Subsection 3.02 (G) and Section 3.06 shall become effective on October 1, 2016. Seconded by Councilmember R. Rivera, the motion carried with 9 ayes and 0 nays.

FIRST READING

4. New School Zone for Peach Elementary and School Zone Revision for Workman Junior High/McNutt Elementary  
First reading of an ordinance amending the "Traffic and Motor Vehicles" Chapter of the Code of the City of Arlington, Texas, 1987, through the amendment of Article III, Speed Regulations, Section 3.05, Speed Limits in School Zones, Subsection (C), by the addition of a new school zone on Baird Farm Road and the amendment of a school zone on Center Street; providing for a fine of up to \$200 for each offense in violation of the ordinance; providing this ordinance be cumulative; providing for severability; providing for governmental immunity; providing for injunctions; providing for publication and becoming effective ten days after first publication.

Mindy Carmichael, Director, Public Works and Transportation Department, presented the proposed ordinance to Council.

Councilmember L. Wolff made a motion to approve first reading of an ordinance amending the "Traffic and Motor Vehicles" Chapter of the Code of the City of Arlington, Texas, 1987, through the amendment of Article III, Speed Regulations, Section 3.05, Speed Limits in School Zones, Subsection (C), by the addition of a new school zone on Baird Farm Road and the amendment of a school zone on Center Street; providing for a fine of up to \$200 for each offense in violation of the ordinance; providing this ordinance be cumulative; providing for severability; providing for governmental immunity; providing for injunctions; providing for publication and becoming effective ten days after first publication. Seconded by Councilmember V. Farrar-Myers, the motion carried with 9 ayes and 0 nays.

FIRST READING

**XIII. ANNOUNCEMENTS**

**XIV. CITIZEN PARTICIPATION**

There being no further business, the meeting adjourned at 7:37 p.m.

APPROVED:

W. Jeff Williams, Mayor

ATTEST:

Mary W. Supino, City Secretary



# Staff Report



|                                       |                                       |
|---------------------------------------|---------------------------------------|
| <b>FY2017 IMPACT Grant</b>            |                                       |
| City Council Meeting Date: 09-20-2016 | Action Being Considered: Minute Order |

## **RECOMMENDATION**

Authorize the City Manager or his designee to execute the FY2017 IMPACT grant contract with the Texas State Library and Archives Commission for Career Advancement Program to be funded in the amount of \$10,000.

## **PRIOR BOARD OR COUNCIL ACTION**

None

## **ANALYSIS**

The IMPACT Grant program is administered by the Texas State Library and Archives Commission (TSLAC) and funded by the federal Library Services and Technology Act (LSTA) through the Institute of Museum and Library Services (IMLS). This grant program provides funds that will support one-time grants to libraries for seed money for new library programming or services, or to improve existing programming and services that support best practices in the field. The purpose of the grant is to encourage libraries to create or expand their programming and services in innovative ways that directly impact the lives of Texans. The grant period of 12 months begins on September 1, 2016.

A priority of the Arlington City Council is to support quality education, and this funding would allow the Library Department to expand the Career Advancement Program (CAP) training series. These workshops impact lives by providing opportunities for people to develop marketable skills so they can find jobs. This grant will fund the purchase of curriculum focused on soft skills such as interviewing, communication, creative problem solving, customer service, professionalism, business etiquette, and teamwork. An intern will be funded to help the assigned College and Careers Librarian develop and teach the workshops. This new workshop series will broaden the current slate of workplace skills training offer by the Library Department, targeting various areas of the spectrum of adult job seekers.

The Library will continue to partner with the community and state organizations' such as Workforce Solutions of Tarrant County, REACH, and Helping Restore efforts to support those entering the workforce by filling the training gap that addresses soft skills. The Library CAP series will continue to be offered for free at library and partner locations and the TechLINK mobile computer lab to reach a broad range of audiences within Arlington.

## **FINANCIAL IMPACT**

After the TSLAC grant period ends, there are no ongoing expenses related to the project that would be expected to impact the City of Arlington.

FY 2017  
\$0

FY2018  
\$0

FY2019  
\$0

## **ADDITIONAL INFORMATION**

Attached:

Grant Agreement

Under separate cover:

None

Available in the City Secretary's Office: None

**STAFF CONTACT(S)**

Yoko Matsumoto

Director of Libraries

817-459-6916

[Yoko.Matsumoto@arlingtontx.gov](mailto:Yoko.Matsumoto@arlingtontx.gov)

**TEXAS STATE LIBRARY & ARCHIVES COMMISSION  
IMPACT GRANT PROGRAM**

**Grant Number: 475-17001**

**I. CONTRACTING PARTIES**

Grantor: Texas State Library and Archives Commission (TSLAC)  
Subrecipient: City of Arlington, Arlington Public Library System  
PO Box 90231, MS 10-0100  
Arlington, TX 76004-3231  
DUNS No.: 068378231

**II. TERM OF GRANT**

September 1, 2016, through August 31, 2017 (State Fiscal Year (SFY) 2017)

**III. STATEMENT OF SERVICES TO BE PERFORMED**

Subrecipient shall provide services as outlined in the approved grant application (Impact Grant for SFY 2017) as approved by TSLAC. Grant funds must be used to meet TSLAC and Federal goals. The Subrecipient must report information relating to best practices and performance outcomes during the period of this contract. The approved grant application submitted by Subrecipient is incorporated into this contract as if fully set forth herein. In the event of any conflict between the grant application and this contract, this contract shall prevail.

**IV. GRANT AMOUNTS AND DISBURSEMENT REQUIREMENTS**

- A. The total amount of the grant shall not exceed: \$10,000. Indirect costs, as included in the total amount awarded, shall not exceed 0.0000 or \$0 as indicated in the budget below.
- B. Source of funds:  
Institute of Museum and Library Services (IMLS)  
CFDA Name: LSTA State Grants      CFDA #: 45.310  
Federal Award Identification #: LS-00-16-0044-16; Federal Award Date: February 8, 2016
- C. The Subrecipient is restricted to one of two methods for requesting funds from TSLAC. The Subrecipient may request reimbursement of actual expenditures for the Subrecipient's normal billing cycle, or advance payment for estimated expenditures to be incurred in the 30-day period following the request. Only Subrecipients providing documentation to demonstrate a lack of sufficient working capital and the ability to minimize the time elapsing between transfer of funds from TSLAC and disbursement of grant funds will be allowed to request advance payments.
- D. The Subrecipient must request payments from TSLAC using TSLAC's Request for Funds form (RFF) via the electronic TSLAC Grant Management System (GMS), located at <https://grants.tsl.texas.gov/>. Requests may be submitted to TSLAC no more often than once every 30 days, and no less often than once per quarter. Funds will be processed and paid to the Subrecipient provided TSLAC has received a fully executed contract, and Subrecipient has fulfilled all reporting and training requirements for current and preceding contracts and submitted supporting documentation with the RFF.
- E. When submitting an RFF for reimbursement, the Subrecipient must provide TSLAC with supporting documentation, such as receipts, paid invoices, time sheets, and/or pay stubs to support the amount requested before payment will be processed. Subrecipient must submit the final request for reimbursement no later than **September 30, 2017**.
- F. The Subrecipient may not obligate or encumber grant funds after **August 31, 2017**. All obligations and encumbrances must be liquidated or paid no later than **October 15, 2017**.
- G. Interest earned in excess of \$500 on advanced funds, must be returned to TSLAC, per requirements in the State of Texas Uniform Grant Management Standards (UGMS). All unexpended grant funds must also be returned to TSLAC per requirements in UGMS. If the Subrecipient does not expend funds on a regular basis and/or provide notice relating to unexpended funds by **June 15, 2017**, TSLAC reserves the right to act as necessary to reduce any unexpended balances, including reducing the grant amount specified in Section IV. A. above.
- H. Per the approved grant application, funds are authorized according to the following budget:

|                                |                |
|--------------------------------|----------------|
| <u>Salaries/Wages/Benefits</u> | <u>\$6,881</u> |
| <u>Travel</u>                  | <u>\$0</u>     |
| <u>Equipment/Property</u>      | <u>\$0</u>     |
| <u>Supplies</u>                | <u>\$2,780</u> |
| <u>Services</u>                | <u>\$339</u>   |
| <u>Consultant Fees</u>         | <u>\$0</u>     |
| <u>Indirect Costs</u>          | <u>\$0</u>     |
| Total                          | \$10,000       |

## V. REQUEST FOR FISCAL AND PROGRAMMATIC CHANGES

The Subrecipient must request a Budget and/or Program Revision for fiscal and/or programmatic changes as outlined in this Section. Subrecipient must submit a request for Budget and/or Program Revision electronically on TSLAC's GMS. Under no condition may a Subrecipient request to exceed the total grant amount. TSLAC must receive all change requests on or before **July 15, 2017**. Requests received after this date will generally be denied, but may be considered on a case-by-case basis if extenuating circumstances exist. **Subrecipient must submit a Budget and/or Program Revision to TSLAC before obligating or expending grant funds under any of the following conditions.**

- A. Fiscal changes require an approved Budget Revision under any of the following conditions:
  - 1. Making cumulative transfers among budget cost categories or projects which are expected to exceed ten (10) percent of the total grant;
  - 2. Transferring any funds into a budget cost category that currently equals zero (\$0);
  - 3. Expending any program income earned through the utilization of resources funded by this grant; or,
  - 4. Changing the items listed in the approved budget categories if an item's cost or features are substantially different from what the approved grant application specifies, or from a previously approved fiscal or program revision.
- B. Programmatic changes to the approved grant application require an approved Program Revision under any of the following conditions:
  - 1. Obtaining the services of a third party to perform activities that are central to the purposes of the grant; or,
  - 2. Changing the scope or objectives of the approved program, regardless of whether there is an associated budget revision. A change in scope is a substantive difference in the approach or method used to reach program objectives.

## VI. EQUIPMENT AND PROPERTY REQUIREMENTS

- A. If conditions described in Section V.A.1. are met, any fiscal changes to items listed in the Equipment/Property Budget category specified in Section IV. H of this contract will require a pre-approved Budget Revision. This is defined as the cost of the equipment and/or property, including any cost necessary to put the item into service, such as the cost of any modifications, attachments, accessories, or auxiliary apparatus necessary to make the item usable for the purpose for which it is acquired. Ancillary charges such as taxes, duty, protective in-transit insurance, freight, and installation may be included in or excluded from the expenditure cost in accordance with the Subrecipient's regular accounting practices and Generally Accepted Accounting Practices (GAAP).
- B. The Subrecipient will comply with UGMS Part III, Subpart C, Sec. 32 (d)(3) requiring certain items of equipment to be maintained on inventory if the item's cost is between \$500 and \$1000.
- C. Equipment costing \$5,000 or more per unit requires approval before purchase. In those instances, TSLAC will secure approval from IMLS on behalf of the Subrecipient, and inform Subrecipient of approval once received.
- D. The Subrecipient agrees to submit the most current TSLAC Equipment/Property Report electronically via TSLAC'S GMS after all requested funds have been reimbursed, but no later than **October 31, 2017**, for all equipment/property purchased with grant funds during the SFY 2017 grant year. This list must balance with the equipment/property purchased under the approved grant application and all subsequently approved budget and/or program revisions.
- E. Subrecipient must furnish a statement to TSLAC certifying the governing entity's capitalization level with the signed grant contract. Subrecipient agrees to maintain records on all equipment/property with an acquisition cost above governing entity's capitalization level.
- F. Subject to the obligations and conditions set forth in UGMS, title to equipment acquired under a grant will vest in the Subrecipient upon acquisition. Subrecipient must include any equipment/property acquired with grant funds in the required biennial property inventory, and follow the UGMS requirement that the Subrecipient reconcile the equipment/property records with a physical inventory of the equipment/property every two years. This biennial inventory does not need to be submitted to TSLAC, but must be maintained by the Subrecipient and will be subject to review and/or audit by TSLAC. When property is vested in the Subrecipient, Subrecipient will dispose of equipment/property in accordance with UGMS. When the Subrecipient has been given federally or state-owned equipment/property, Subrecipient will follow the guidance as set forth in UGMS.

## VII. REPORTING REQUIREMENTS

The State Legislature has charged TSLAC with submitting performance measurement reports that specify the level of services provided by its programs and services. In accepting these grant funds, the Subrecipient acknowledges responsibility for performing certain services on behalf of TSLAC, as outlined in the approved grant application. Therefore, the Subrecipient is responsible for submitting periodic reports that reflect the Subrecipient's level of performance on these services to TSLAC. To comply with these requirements, the Subrecipient agrees to submit reports that are timely, accurate, auditable, and consistent with definitions.

- A. The Subrecipient agrees to develop or revise, as necessary, any specific written documentation of its current procedures for (1) collecting and reporting performance measures; (2) conducting a fixed asset inventory; and/or, (3) any other issues identified in the Subrecipient's grant activities or internal audit. Drafts of this procedural documentation will be submitted to TSLAC by dates established mutually between TSLAC and Subrecipient. TSLAC will provide review and guidance to enable final versions to be approved on or before established deadlines.
- B. The Subrecipient agrees to submit performance reports detailing grant-funded activities via TSLAC's GMS on or before due dates listed in the following schedule. In the event that a due date falls on a weekend or state holiday, the respective report will be due on the next business day. Subrecipient agrees to submit Legislative Budget Board (LBB) measures as defined by

TSLAC, in the reports, and to work with agency staff in the development and reporting of Project outcomes. LBB measures may include the numbers of: a) books and other materials purchased with grant funds; b) persons provided grant-sponsored services; and/or c) library staff trained or assisted in order to carry out the grant-funded activities.

**Reporting Period**

**P1 (September 1, 2016–February 28, 2017)**

**P2 (March 1, 2017–August 31, 2017)**

**Due Date**

**March 7, 2017**

**September 7, 2017**

- C. The Subrecipient will ensure that all fiscal reports or vouchers requesting payment under this agreement will include a certification, signed by an official who is authorized to legally bind the Subrecipient, that the reports are true, complete, and accurate, and the expenditures, disbursements, and cash receipts are for the purposes and objectives set forth in the terms and conditions of the award. The Subrecipient acknowledges that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject the signing official to criminal, civil or administrative penalties for fraud, false statements, false claims, or otherwise. (2 CFR §200.415(a))
- D. The Subrecipient agrees to submit an audit certification form for the auditable period encompassing August 31, 2017, to TSLAC no later than **December 31, 2017, or other deadline as specified by TSLAC.**
- E. If a single audit is required, the Subrecipient will comply with the Supercircular (2 CFR §200.512 Report Submission). The audit shall be completed and the required data collection form submitted to the Federal Audit Clearinghouse (FAC) within the earlier of 30 days after receipt of the auditor's report(s), or nine months after the end of the audit period, unless a longer period is agreed to in advance by the state agency that provided the funding or a different period is specified in a program-specific audit guide.
- F. TSLAC reserves the right to withhold final payment on this Grant until all required reports and forms are received.

**VIII. GENERAL TERMS AND CONDITIONS**

- A. The Subrecipient will comply with the Impact Grant Program Guidelines for SFY 2017.
- B. The Subrecipient will comply with the Rules for Administering the Impact Grant, Texas Administrative Code, Title 13, Part 1, Chapter 2, Subchapter C, Division 9, Rules 2.910–2.912; and Title 13, Part 1, Chapter 2, Subchapter C, Division 1, Rules 2.110–2.119 regarding General Grant Guidelines.
- C. The Subrecipient will comply with the following rules and guidance as applicable:
  - 1. Texas Uniform Grants Management Standards (UGMS) (*comptroller.texas.gov/procurement/catrad/ugms.pdf*); and
  - 2. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR §200 and §3187 (Supercircular)) (*https://federalregister.gov/a/2013-30465*).
- D. The Subrecipient may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under a Federal award. Subrecipient understands that IMLS and TSLAC reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal or state government purposes. (2 CFR §200.315)
- E. Subrecipient understands that the federal awarding agency, IMLS, and TSLAC have the right to:
  - 1. obtain, reproduce, publish or otherwise use, the data produced under a Federal award; and
  - 2. authorize others to receive, reproduce, publish or otherwise use such data for Federal or state government purposes.
- F. All publicity relating to the grant award must include acknowledgment of the Institute of Museum and Library Services (*www.imls.gov/recipients/imls\_acknowledgement.aspx*), and the Texas State Library and Archives Commission. Publicity includes, but is not limited to press releases, media events, public events, displays in the benefiting library, announcements on the Subrecipient's website, and materials distributed through the grant project. The Subrecipient will provide TSLAC with one set of all public relations materials produced under this grant with the Final Performance Report.
- G. The Subrecipient will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) that prohibits discrimination on the basis of race, color, religion or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and §§1685-1686), that prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), that prohibits discrimination on the basis of disability and the Americans With Disabilities Act of 1990; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§6101-6107), that prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §290 dd-3 and §290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) that may apply to the application.
- H. Subrecipient understands that acceptance of funds under this contract acts as acceptance of the authority of duly authorized representatives of TSLAC, IMLS, the Comptroller General of the United States, and the Texas State Auditor's Office, or any successor agencies, to conduct an audit or investigation in connection with those funds. Subrecipient further agrees to cooperate fully with said representatives in the conduct of the audit or investigation and agrees to provide access to all books, documents, papers, examinations, excerpts, transcripts, copies, and any other records necessary to conduct the audit and/or investigation.

Subrecipient will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Subrecipient, and the requirement to cooperate, is included in the contract for any sub-grant awarded.

- I. The Subrecipient, *if a private entity*, will comply with Federal law pertaining to trafficking in persons. Subrecipient and its employees may not:
  1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
  2. Procure a commercial sex act during the period of time that the award is in effect; or
  3. Use forced labor in the performance of the award or subawards under the award
- J. The Subrecipient agrees to maintain all financial and programmatic records, supporting documents, statistical records, and other records relating to this grant award for three years after the last State Program Report for the Texas LSTA 5-Year Plan 2013-2017 is submitted on December 31, 2018. **The Subrecipient must maintain all grant related records through December 31, 2021. Subrecipients that operate as state agencies must comply with S.B. 20 (Section 441.1855) relating to state agency contracting and the retention of all contract-related documents.**

**In the event the Subrecipient or receiving entity no longer exists, the Subrecipient will notify TSLAC in writing providing the name of the legal entity that will maintain the records and the location of said records.**
- K. This grant may be terminated by written notice and mutual agreement of both parties. The termination notice must be given no less than 30 days prior to the termination date. Where notice of termination is given, the Subrecipient shall:
  1. Take immediate steps to bring the work or grant activities to a close in a prompt and orderly manner. Subrecipient will complete reporting requirements outlined in Section VII of this document and in a manner mutually agreed upon by both parties as part of the closeout process.
  2. Reduce expenses to a minimum and not undertake any forward commitment. All contracted funds that are not spent, encumbered or obligated at the time of notice of termination shall revert back to TSLAC according to processes established in Section IV. G. of this document and according to a timeline mutually agreed upon by both parties.
- L. In the event the Subrecipient loses all staff prior to the end of the grant period or the termination date, whichever is earlier, the Subrecipient is obligated to fulfill all terms and conditions of the grant with regard to reporting requirements, retention of records and requirements for disposition of equipment and supplies.

## IX. ENFORCEMENT

- A. Remedies for noncompliance. If a Subrecipient materially fails to comply with any term of the contract, whether stated in a state or federal statute or regulation, an assurance in a state plan or application, a notice of award, or elsewhere, TSLAC may take one or more of the following actions or impose other sanctions as appropriate in the circumstances:
  1. Temporarily withhold cash payments pending correction of the deficiency by the Subrecipient, or more severe enforcement action by TSLAC;
  2. Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;
  3. Wholly or partly suspend or terminate the current contract for the Subrecipient's program;
  4. Withhold further awards for the program; or
  5. Take other remedies that may be legally available.
- B. Hearings, appeals. In taking an enforcement action, TSLAC will provide the Subrecipient an opportunity for such hearing, appeal, or other administrative proceeding to which the Subrecipient is entitled under any statute or regulation applicable to the action involved. Appeal/protest procedures are outlined in the Texas Administrative Code (TAC), Title 13, Part 1, Chapter 2, Subchapter A, Rule 2.55.
- C. Effects of suspension and termination. Costs to Subrecipient resulting from obligations incurred by the Subrecipient during a suspension or after termination of an award are not allowable unless TSLAC expressly authorizes them. Other Subrecipient costs incurred during suspension or after termination that are necessary and not reasonably avoidable are allowable if:
  1. The costs resulting from obligations that were properly incurred by the Subrecipient before the effective date of suspension or termination are not in anticipation of it and, in the case of a termination, are noncancelable; and,
  2. The costs would be allowable if the award were not suspended or expired normally at the end of the funding period in which the termination takes effect.
- D. Relationship to Debarment and Suspension — The enforcement remedies identified in this section, including suspension and termination, do not preclude Subrecipient from being subject to "Debarment and Suspension" under Executive Order 12549 (UGMS, Part III, Subpart C, Sec. 35) and state law.

## X. CONTACTS AT TSLAC

Questions or concerns about programmatic issues, budget and/or program revisions, performance reports, and equipment/property should be directed to:

Erica McCormick, Grants Administrator  
Phone: 512-463-5527 / Fax: 512-936-2306  
E-mail: [emccormick@tsl.texas.gov](mailto:emccormick@tsl.texas.gov)

Questions or documentation relating to requests for funds, payments, and financial status should be directed to:

Arturo Villarreal, Grants Accountant  
Phone: 512-463-5472 / Fax: 512-475-0185  
E-mail: [grants.accounting@tsl.texas.gov](mailto:grants.accounting@tsl.texas.gov)

Questions or concerns about advance payments and other financial issues should be directed to:

Rebecca Cannon, Manager, Accounting and Grants  
Phone: 512-463-6626 / Fax: 512-475-0185  
E-mail: [rcannon@tsl.texas.gov](mailto:rcannon@tsl.texas.gov)

Payments from Subrecipient to TSLAC, such as refunds or those for excess advanced funds or for interest earned on advanced funds, should be mailed to the following address with an explanation of the purpose of the payment and the grant number:

Grants Accountant  
Accounting and Grants Department  
Texas State Library and Archives Commission  
PO Box 12516  
Austin, TX 78711-2516

## **XI. APPLICABLE AND GOVERNING LAW**

- A. The laws of the State of Texas shall govern this grant.
- B. All duties of either party shall be legally performable in Texas. The applicable law for any legal disputes arising out of this contract shall be the law of (and all actions hereunder shall be brought in) the State of Texas, and the forum and venue for such disputes shall be Travis County District Court.
- C. This grant contract is subject to the availability of funds. TSLAC may reduce or terminate this grant contract when the availability of funding is reduced or eliminated.

## **XII. GRANT CERTIFICATIONS**

- A. TSLAC certifies that: (1) the services specified in the approved grant application and this contract are necessary and essential for activities that are properly within the statutory functions and programs of the affected organizations; (2) the services, supplies or materials contracted for are not required by Section 21 of Article 16 of the Constitution of Texas to be supplied under contract given to the lowest bidder; and, (3) the grant is in compliance with Texas Government Code §441.006; Texas Government Code §441.135 ; Texas Administrative Code, Title 13, Part 1, Chapter 2, Subchapter C, Division 9, Rules 2.910–2.912, regarding the Impact Grant; Texas Administrative Code, Title 13, Part 1, Chapter 2, Subchapter C, Division 1, Rules 2.110–2.119 regarding General Grant Guidelines; the Library Services and Technology Act (LSTA); the State Plan for the LSTA in Texas; and UGMS.
- B. The Subrecipient certifies that all costs included in this grant award are properly allocable to federal awards on the basis of a beneficial or causal relationship between the expenses incurred and the agreements to which they are allocated in accordance with applicable requirements.
- C. The Subrecipient certifies that the same costs that have been treated as indirect costs have not been claimed as direct costs. Similar types of costs have been accounted for consistently, and the negotiating agency will be notified of any accounting changes that would affect the predetermined rate.
- D. The Subrecipient certifies by this contract that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid for such purpose, the Subrecipient shall complete and submit OMB form SF-LLL, Disclosure of Lobbying Activities, in accordance with its instructions. The Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly, as specified in Title 31 U.S. Code, Sec. 1352.
- E. Subrecipient has provided to TSLAC the mandatory Internet Safety Certification (Certification) that it is in compliance with requirements of the Children’s Internet Protection Act (CIPA) for any Federal funds under this grant that will be used to purchase computers used to access the Internet or pay for the direct costs of accessing the Internet. Subrecipient agrees to collect, as required and appropriate, Certification forms from all libraries receiving benefits of Federal funds expended under this contract.
- F. Subrecipient certifies that neither subrecipient nor any of its principals (a) are presently excluded or disqualified; (b) have been convicted within the preceding three years of any of the offenses listed in 2 CFR §180.800(a) or had a civil judgment rendered against it or them for one of those offenses within that time period; (c) are presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in 2 CFR §180.800(a); or (d) have had one or more public transactions (Federal, State, or local) terminated within the preceding three years for cause or default. Where the Subrecipient is unable to certify to any of the statements in this certification, the Subrecipient shall attach an explanation to these Certifications.

- G. The Subrecipient certifies all applicable activities related to this grant will be in compliance with the Copyright Law of the United States (Title 17, U.S. Code).
- H. In addition to Federal requirements, state law requires a number of assurances from applicants for Federal pass-through or other state-appropriated funds. (UGMS Part III, Subpart B, Sec. 14 – State Assurances)

**XIII. SIGNATURES**

The undersigned hereby execute this contract.

**GRANTOR**

**Texas State Library and Archives Commission**

**SUBRECIPIENT**

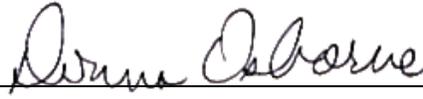
**City of Arlington, Arlington Public Library System**

\_\_\_\_\_  
Mark Smith, Director and Librarian

\_\_\_\_\_  
Signature (official empowered to enter into contracts)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Typewritten or Printed Name

  
\_\_\_\_\_

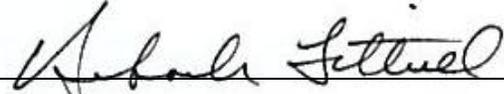
Donna Osborne, Chief Financial Officer

\_\_\_\_\_  
Title

\_\_\_\_\_  
8/30/2016

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

  
\_\_\_\_\_

Deborah Littrell, Library Development and Networking Director

\_\_\_\_\_  
8/30/2016

\_\_\_\_\_  
Date

  
\_\_\_\_\_

Erica McCormick, Grants Administrator

\_\_\_\_\_  
8/30/2016

\_\_\_\_\_  
Date

# Staff Report



|   |                                       |
|---|---------------------------------------|
| <b>FY2017 Library Cooperation Grant</b> |                                       |
| City Council Meeting Date: 09-20-2016   | Action Being Considered: Minute Order |

**RECOMMENDATION**

Authorize the City Manager or his designee to execute the FY2017 Library Cooperation grant contract with the Texas State Library and Archives Commission funded in the amount of \$64,577.

**PRIOR BOARD OR COUNCIL ACTION**

None

**ANALYSIS**

The Library Cooperation Grant program is administered by the Texas State Library and Archives Commission (TSLAC) and funded by the federal Library Services and Technology Act (LSTA) through the Institute of Museum and Library Services (IMLS). This grant provides funds for programs that promote cooperative services for learning and access to information. The grant period of 12 months begins on September 1, 2016.

This FY17 Library Cooperation grant will help further fund the concerted efforts of the Grand Prairie, Kennedale, Mansfield and Arlington Public libraries, as well as extending this collaboration to several other area libraries, including Alvarado, Burleson, Benbrook, Cedar Hill, Crowley, DeSoto, Duncanville, and Lancaster. The grant project will build on the existing collaborative libraries and extend the resource to include kits focused on science, technology, engineering, arts, and math (STEAM) for a preschool and grade school aged audience. STEAM kits with varying levels of complexity will be created to circulate among twelve library systems, in-house, for outreach to schools, and at special events.

Grant funding would be used to purchase materials to create 154 kits that focus on the following topics:

- |                          |                      |                               |
|--------------------------|----------------------|-------------------------------|
| 1. Bone Detective        | 8. Simple Machines   | 15. Real-World STEM Challenge |
| 2. Dinosaurs             | 9. Snap Circuits     | 16. Create-a-Chain Reaction   |
| 3. DNA                   | 10. Solar Power      | 17. Snap Circuits             |
| 4. Human Xray            | 11. Weather          |                               |
| 5. Mapping               | 12. World of Bugs    |                               |
| 6. Microscope Activity   | 13. Ozobot Classroom |                               |
| 7. Optics-Lenses& Prisms | 14. littleBits       |                               |

Ten of the 154 kits will be created for in-house program use at Arlington Public Library locations and available for loan to the other collaborative member libraries.

**FINANCIAL IMPACT**

After the TSLAC grant period ends, there are no ongoing expenses related to the project that would be expected to impact the City of Arlington.

FY 2017  
\$0

FY2018  
\$0

FY2019  
\$0

**ADDITIONAL INFORMATION**

|   |                 |
|---|-----------------|
| Attached:                                 | Grant Agreement |
| Under separate cover:                     | None            |
| Available in the City Secretary's Office: | None            |

**STAFF CONTACT(S)**

Yoko Matsumoto  
Director of Libraries  
817-459-6916  
[Yoko.Matsumoto@arlingtontx.gov](mailto:Yoko.Matsumoto@arlingtontx.gov)

**DALTEXAS STATE LIBRARY & ARCHIVES COMMISSION  
LIBRARY COOPERATION GRANT PROGRAM**

**Grant Number 479-17001**

**I. CONTRACTING PARTIES**

Grantor: Texas State Library and Archives Commission (TSLAC)  
Subrecipient: City of Arlington, Arlington Public Library System  
PO Box 90231, MS 10-0100  
Arlington, TX 76004-3231  
DUNS No.: 068378231

**II. TERM OF GRANT**

September 1, 2016, through August 31, 2017 (State Fiscal Year (SFY) 2017)

**III. STATEMENT OF SERVICES TO BE PERFORMED**

Subrecipient shall provide services as outlined in the approved grant application (Library Cooperation Grant for SFY 2017) as approved by TSLAC. Grant funds must be used to meet TSLAC and Federal goals. The Subrecipient must report information relating to best practices and performance outcomes during the period of this contract. The approved grant application submitted by Subrecipient is incorporated into this contract as if fully set forth herein. In the event of any conflict between the grant application and this contract, this contract shall prevail.

**IV. GRANT AMOUNTS AND DISBURSEMENT REQUIREMENTS**

- A. The total amount of the grant shall not exceed: \$64,577. Indirect costs, as included in the total amount awarded, shall not exceed 0.0000 or \$0 as indicated in the budget below.
- B. Source of funds:  
Institute of Museum and Library Services (IMLS)  
CFDA Name: LSTA State Grants                      CFDA #: 45.310  
Federal Award Identification #: LS-00-16-0044-16; Federal Award Date: February 8, 2016
- C. The Subrecipient is restricted to one of two methods for requesting funds from TSLAC. The Subrecipient may request reimbursement of actual expenditures for the Subrecipient's normal billing cycle, or advance payment for estimated expenditures to be incurred in the 30-day period following the request. Only Subrecipients providing documentation to demonstrate a lack of sufficient working capital and the ability to minimize the time elapsing between transfer of funds from TSLAC and disbursement of grant funds will be allowed to request advance payments.
- D. The Subrecipient must request payments from TSLAC using TSLAC's Request for Funds form (RFF) via TSLAC's online Grant Management System (GMS), located at <https://grants.tsl.texas.gov>. Requests may be submitted to TSLAC no more often than once every 30 days, and no less often than once per quarter. Funds will be processed and paid to the Subrecipient provided TSLAC has received a fully executed contract, and Subrecipient has fulfilled all reporting and training requirements for current and preceding contracts and submitted supporting documentation with the RFF.
- E. When submitting an RFF for reimbursement, the Subrecipient must provide TSLAC with supporting documentation, such as receipts, paid invoices, time sheets, and/or pay stubs to support the amount requested before payment will be processed. Subrecipient must submit the final request for reimbursement no later than **September 30, 2017**.
- F. The Subrecipient may not obligate or encumber grant funds after **August 31, 2017**. All obligations and encumbrances must be liquidated or paid no later than **October 15, 2017**.
- G. Interest earned in excess of \$500 on advanced funds, must be returned to TSLAC, per requirements in the State of Texas Uniform Grant Management Standards (UGMS). All unexpended grant funds must be returned to TSLAC per requirements in UGMS. If the Subrecipient does not expend funds on a regular basis and/or provide notice relating to unexpended funds by **June 15, 2017**, TSLAC reserves the right to act as necessary to reduce any unexpended balances, including reducing the amount specified in Section IV. A. above.
- H. Per the approved grant application, funds are authorized according to the following budget:

|                                |                 |
|--------------------------------|-----------------|
| <u>Salaries/Wages/Benefits</u> | <u>\$13,377</u> |
| <u>Travel</u>                  | <u>\$0</u>      |
| <u>Equipment/Property</u>      | <u>\$0</u>      |
| <u>Supplies</u>                | <u>\$41,000</u> |
| <u>Services</u>                | <u>\$10,200</u> |
| <u>Consultant Fees</u>         | <u>\$0</u>      |
| <u>Indirect Costs</u>          | <u>\$0</u>      |
| Total                          | \$64,577        |

## V. REQUEST FOR FISCAL AND PROGRAMMATIC CHANGES

The Subrecipient must request a Budget and/or Program Revision for fiscal and/or programmatic changes as outlined in this Section. Subrecipient must submit a request for Budget and/or Program Revision electronically on TSLAC'S GMS. Under no condition may a Subrecipient request to exceed the total grant amount. TSLAC must receive all change requests on or before **July 15, 2017**. Requests received after this date will generally be declined, but may be considered on a case-by-case basis if extenuating circumstances exist. **Subrecipient must submit a Budget and/or Program Revision to TSLAC before obligating or expending grant funds under any of the following conditions:**

- A. Fiscal changes require an approved Budget Revision under any of the following conditions:
  - 1. Making cumulative transfers among budget cost categories or projects that are expected to exceed ten (10) percent of the total grant;
  - 2. Transferring any funds into a budget cost category that currently equals zero (\$0);
  - 3. Expending any program income earned through the utilization of resources funded by this grant; or,
  - 4. Changing the items listed in the approved budget categories if an item's cost or features are substantially different from what the approved grant application specifies, or from a previously approved fiscal or program revision.
- B. Programmatic changes to the approved grant application require an approved Program Revision under any of the following conditions:
  - 1. Obtaining the services of a third party to perform activities that are central to the purposes of the grant; or,
  - 2. Changing the scope or objectives of the approved program, regardless of whether there is an associated budget revision. A change in scope is a substantive difference in the approach or method used to reach program objectives.

## VI. EQUIPMENT AND PROPERTY REQUIREMENTS

- A. If conditions described in Section V.A.1. are met, any fiscal changes to items listed in the Equipment/Property Budget category specified in Section IV. H of this contract will require a pre-approved Budget Revision. This is defined as the cost of the equipment and/or property, including any cost necessary to put the item into service, such as the cost of any modifications, attachments, accessories, or auxiliary apparatus necessary to make the item usable for the purpose for which it is acquired. Ancillary charges such as taxes, duty, protective in-transit insurance, freight, and installation may be included in or excluded from the expenditure cost in accordance with the Subrecipient's regular accounting practices and Generally Accepted Accounting Practices (GAAP).
- B. The Subrecipient will comply with UGMS Part III, Subpart C, Sec. 32 (d)(3) requiring certain items of equipment to be maintained on inventory if the item's cost is between \$500 and \$1000.
- C. Equipment costing \$5,000 or more per unit requires approval before purchase. In those instances, TSLAC will secure approval from IMLS on behalf of the Subrecipient, and inform Subrecipient of approval once received.
- D. The Subrecipient agrees to submit the most current TSLAC Equipment/Property Report electronically via TSLAC'S GMS after all requested funds have been reimbursed, but no later than **October 31, 2017**, for all equipment/property purchased with grant funds during the SFY 2017 grant year. This list must balance with the equipment/property purchased under the approved grant application and all subsequently approved budget and/or program revisions.
- E. Subrecipient must furnish a statement to TSLAC certifying the governing entity's capitalization level with the signed grant contract. Subrecipient agrees to maintain records on all equipment/property with an acquisition cost above governing entity's capitalization level.
- F. Subject to the obligations and conditions set forth in UGMS, title to equipment acquired under a grant will vest in the Subrecipient upon acquisition. Subrecipient must include any equipment/property acquired with grant funds in the required biennial property inventory, and follow the UGMS requirement that the Subrecipient reconcile the equipment/property records with a physical inventory of the equipment/property every two years. This biennial inventory does not need to be submitted to TSLAC, but must be maintained by the Subrecipient and will be subject to review and/or audit by TSLAC. When property is vested in the Subrecipient, Subrecipient will dispose of equipment/property in accordance with UGMS. When the Subrecipient has been given federally or state-owned equipment/property, Subrecipient will follow the guidance as set forth in UGMS.

## VII. REPORTING REQUIREMENTS

The State Legislature has charged TSLAC with submitting performance measurement reports that specify the level of services provided by its programs and services. In accepting these grant funds, the Subrecipient acknowledges responsibility for performing certain services on behalf of TSLAC, as outlined in the approved grant application. Therefore, the Subrecipient is responsible for submitting periodic reports that reflect the Subrecipient's level of performance on these services to TSLAC. To comply with these requirements, the Subrecipient agrees to submit reports that are timely, accurate, auditable, and consistent with definitions.

- A. The Subrecipient agrees to develop or revise, as necessary, any specific written documentation of its current procedures for (1) collecting and reporting performance measures; (2) conducting a fixed asset inventory; and/or, (3) any other issues identified in the Subrecipient's grant activities or internal audit. Drafts of this procedural documentation will be submitted to TSLAC by dates established mutually between TSLAC and Subrecipient. TSLAC will provide review and guidance to enable final versions to be approved on or before established deadlines.
- B. The Subrecipient agrees to submit quarterly performance reports detailing grant-funded activities via TSLAC'S GMS on or before due dates listed in the following schedule. In the event that a due date falls on a weekend or state holiday, the respective report will be due on the next business day. Subrecipient agrees to submit Legislative Budget Board (LBB) measures, as

defined by TSLAC, in the reports, and to work with agency staff in the development and reporting of Project outcomes. LBB measures may include the numbers of: a) books and other materials purchased with grant funds; b) persons provided grant-sponsored services; and/or c) library staff trained or assisted in order to carry out the grant-funded activities.

**Reporting Period**

**Q1 (September 1, 2016–November 30, 2016)**

**Q2 (December 1, 2016–February 28, 2017)**

**Q3 (March 1, 2017–May 31, 2017)**

**Q4 (June 1, 2017–August 31, 2017)**

**Due Date**

**December 7, 2016**

**March 7, 2017**

**June 7, 2017**

**September 7, 2017**

- C. The Subrecipient will ensure that all fiscal reports or vouchers requesting payment under this agreement will include a certification, signed by an official who is authorized to legally bind the Subrecipient, that the reports are true, complete, and accurate, and the expenditures, disbursements, and cash receipts are for the purposes and objectives set forth in the terms and conditions of the award. The Subrecipient acknowledges that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject the signing official to criminal, civil or administrative penalties for fraud, false statements, false claims, or otherwise. (2 CFR §200.415(a))
- D. The Subrecipient agrees to submit an audit certification form for the auditable period encompassing August 31, 2017, to TSLAC no later than **December 31, 2017**, or other deadline as specified by TSLAC.
- E. If a single audit is required, the Subrecipient will comply with the Supercircular (2 CFR §200.512 Report Submission). The audit shall be completed and the required data collection form submitted to the Federal Audit Clearinghouse (FAC) within the earlier of 30 days after receipt of the auditor's report(s), or nine months after the end of the audit period, unless a longer period is agreed to in advance by the state agency that provided the funding or a different period is specified in a program-specific audit guide.
- F. TSLAC reserves the right to withhold final payment on this Grant until all required reports and forms are received.

**VIII. GENERAL TERMS AND CONDITIONS**

- A. The Subrecipient will comply with the Library Cooperation Grant Program Guidelines for SFY 2017.
- B. The Subrecipient will comply with the Rules for Administering the Library Cooperation Grant, Texas Administrative Code (TAC), Title 13, Part 1, Chapter 2, Subchapter C, Division 3, Rules 2.310–2.312; and Title 13, Part 1, Chapter 2, Subchapter C, Division 1, Rules 2.110–2.119 regarding General Grant Guidelines.
- C. The Subrecipient will comply with the following rules and guidance as applicable:
  - 1. Texas Uniform Grants Management Standards (UGMS) (*comptroller.texas.gov/procurement/catrad/ugms.pdf*); and
  - 2. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR §200 and §3187 (Supercircular)) (*https://federalregister.gov/a/2013-30465*).
- D. The Subrecipient may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under a Federal award. Subrecipient understands that IMLS and TSLAC reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal or state government purposes. (2 CFR §200.315)
- E. Subrecipient understands that the federal awarding agency, IMLS, and TSLAC have the right to:
  - 1. obtain, reproduce, publish or otherwise use, the data produced under a Federal award; and
  - 2. authorize others to receive, reproduce, publish or otherwise use such data for Federal or state government purposes.
- F. All publicity relating to the grant award must include acknowledgment of the Institute of Museum and Library Services (*www.imls.gov/recipients/imls\_acknowledgement.aspx*) and the Texas State Library and Archives Commission. Publicity includes, but is not limited to press releases, media events, public events, displays in the benefiting library, announcements on the Subrecipient's website, and materials distributed through the grant project. The Subrecipient will provide TSLAC with one set of all public relations materials produced under this grant with the final quarterly performance report.
- G. The Subrecipient will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) that prohibits discrimination on the basis of race, color, religion or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and §§1685-1686), that prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), that prohibits discrimination on the basis of disability and the Americans With Disabilities Act of 1990; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§6101-6107), that prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §523 and §527 of the Public Health Service Act of 1912 (42 U.S.C. §290 dd-3 and §290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) that may apply to the application.
- H. The Subrecipient understands that acceptance of funds under this contract acts as acceptance of the authority of duly authorized representatives of TSLAC, IMLS, the Comptroller General of the United States, and the Texas State Auditor's Office, or any successor agencies, to conduct an audit or investigation in connection with those funds. Subrecipient further agrees to cooperate fully with said representatives in the conduct of the audit or investigation and agrees to provide access to all books, documents,

papers, examinations, excerpts, transcripts, copies, and any other records necessary to conduct the audit and/or investigation. Subrecipient will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Subrecipient, and the requirement to cooperate, is included in the contract for any sub-grant awarded.

- I. The Subrecipient, *if a private entity*, will comply with Federal law pertaining to trafficking in persons. Subrecipient and its employees may not:

Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

Procure a commercial sex act during the period of time that the award is in effect; or

Use forced labor in the performance of the award or subawards under the award.

- J. The Subrecipient agrees to maintain all financial and programmatic records, supporting documents, statistical records, and other records relating to this grant award for three years after the last State Program Report for the Texas LSTA 5-Year Plan 2013-2017 is submitted on December 31, 2018. **The Subrecipient must maintain all grant-related records through December 31, 2021. Subrecipients that operate as state agencies must comply with S.B. 20 (Section 441.1855) relating to state agency contracting and the retention of all contract-related documents.**

**In the event the Subrecipient or receiving entity no longer exists, the Subrecipient will notify TSLAC in writing providing the name of the legal entity that will maintain the records and the location of said records.**

- K. This grant may be terminated by written notice and mutual agreement of both parties. The termination notice must be given no less than 30 days prior to the termination date. Where notice of termination is given, the Subrecipient shall:
1. Take immediate steps to bring the work or grant activities to a close in a prompt and orderly manner. Subrecipient will complete reporting requirements outlined in Section VII of this document and in a manner mutually agreed upon by both parties as part of the closeout process.
  2. Reduce expenses to a minimum and not undertake any forward commitment. All contracted funds that are not spent, encumbered or obligated at the time of notice of termination shall revert back to TSLAC according to processes established in Section IV. G. of this document and according to a timeline mutually agreed upon by both parties.
- L. In the event the Subrecipient loses all staff prior to the end of the grant period or the termination date, whichever is earlier, the Subrecipient is obligated to fulfill all terms and conditions of the grant with regard to reporting requirements, retention of records and requirements for disposition of equipment and supplies.

## IX. ENFORCEMENT

- A. Remedies for noncompliance. If a Subrecipient materially fails to comply with any term of the contract, whether stated in a state or federal statute or regulation, an assurance in a state plan or application, a notice of award, or elsewhere, TSLAC may take one or more of the following actions or impose other sanctions as appropriate in the circumstances:
1. Temporarily withhold cash payments pending correction of the deficiency by the Subrecipient, or more severe enforcement action by TSLAC;
  2. Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;
  3. Wholly or partly suspend or terminate the current contract for the Subrecipient's program;
  4. Withhold further awards for the program; or
  5. Take other remedies that may be legally available.
- B. Hearings, appeals. In taking an enforcement action, TSLAC will provide the Subrecipient an opportunity for such hearing, appeal, or other administrative proceeding to which the Subrecipient is entitled under any statute or regulation applicable to the action involved. Appeal/protest procedures are outlined in the Texas Administrative Code (TAC), Title 13, Part 1, Chapter 2, Subchapter A, Rule 2.55.
- C. Effects of suspension and termination. Costs to Subrecipient resulting from obligations incurred by the Subrecipient during a suspension or after termination of an award are not allowable unless TSLAC expressly authorizes them. Other Subrecipient costs incurred during suspension or after termination that are necessary and not reasonably avoidable are allowable if:
1. The costs resulting from obligations that were properly incurred by the Subrecipient before the effective date of suspension or termination are not in anticipation of it and, in the case of a termination, are noncancelable; and,
  2. The costs would be allowable if the award were not suspended or expired normally at the end of the funding period in which the termination takes effect.
- D. Relationship to Debarment and Suspension — The enforcement remedies identified in this section, including suspension and termination, do not preclude Subrecipient from being subject to "Debarment and Suspension" under Executive Order 12549 (UGMS, Part III, Subpart C, Sec. 35) and state law.

## X. CONTACTS AT TSLAC

Questions or concerns about programmatic issues, budget and/or program revisions, performance reports, and equipment/property should be directed to:

Erica McCormick, Grants Administrator  
Phone: 512-463-5527/ Fax: 512- 936-2306  
E-mail: emccormick@tsl.texas.gov

Questions or documentation relating to requests for funds, payments, and financial status should be directed to:

Arturo Villarreal, Grants Accountant  
Phone: 512-463-5472 / Fax: 512-475-0185  
E-mail: grants.accounting@tsl.texas.gov

Questions or concerns about advance payments and other financial issues should be directed to:

Rebecca Cannon, Manager, Accounting and Grants  
Phone: 512-463-6626 / Fax: 512-475-0185  
E-mail: rcannon@tsl.texas.gov

Payments from Subrecipient to TSLAC, such as refunds and those for excess advanced funds or interest earned on advanced funds, should be mailed to the following address with an explanation of the purpose of the payment and the grant number:

Grants Accountant  
Accounting and Grants Department  
Texas State Library and Archives Commission  
PO Box 12516  
Austin, TX 78711-2516

## **XI. APPLICABLE AND GOVERNING LAW**

- A. The laws of the State of Texas shall govern this grant.
- B. All duties of either party shall be legally performable in Texas. The applicable law for any legal disputes arising out of this contract shall be the law of (and all actions hereunder shall be brought in) the State of Texas, and the forum and venue for such disputes shall be Travis County, District Court.
- C. This grant contract is subject to the availability of funds. TSLAC may reduce or terminate this grant contract when the availability of funding is reduced or eliminated.

## **XII. GRANT CERTIFICATIONS**

- A. TSLAC certifies that: (1) the services specified in the approved grant application and this contract are necessary and essential for activities that are properly within the statutory functions and programs of the affected organizations; (2) the services, supplies or materials contracted for are not required by Section 21 of Article 16 of the Constitution of Texas to be supplied under contract given to the lowest bidder; and, (3) the grant is in compliance with Texas Government Code §441.006, Texas Government Code §441.135; Texas Administrative Code, Title 13, Part 1, Chapter 2, Subchapter C, Division 3, Rules 2.310–2.312 regarding the Library Cooperation Grant Program; Texas Administrative Code, Title 13, Part 1, Chapter 2, Subchapter C, Division 1, Rules 2.110–2.119 regarding General Grant Guidelines; the Library Services and Technology Act (LSTA); the State Plan for the LSTA in Texas; and UGMS.
- B. The Subrecipient certifies that all costs included in this grant award are properly allocable to federal awards on the basis of a beneficial or causal relationship between the expenses incurred and the agreements to which they are allocated in accordance with applicable requirements.
- C. The Subrecipient certifies that the same costs that have been treated as indirect costs have not been claimed as direct costs. Similar types of costs have been accounted for consistently, and the negotiating agency will be notified of any accounting changes that would affect the predetermined rate.
- D. The Subrecipient certifies by this contract that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid for such purpose, the Subrecipient shall complete and submit OMB form SF-LLL, Disclosure of Lobbying Activities, in accordance with its instructions. The Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly, as specified in 31 U.S.C. §1352.
- E. Subrecipient has provided to TSLAC the mandatory Internet Safety Certification (Certification) that it is in compliance with requirements of the Children’s Internet Protection Act (CIPA) for any Federal funds under this grant that will be used to purchase computers used to access the Internet or pay for the direct costs of accessing the Internet. Subrecipient agrees to collect, as required and appropriate, Certification forms from all libraries receiving benefits of Federal funds expended under this contract.
- F. Subrecipient certifies that neither subrecipient nor any of its principals (a) are presently excluded or disqualified; (b) have been convicted within the preceding three years of any of the offenses listed in 2 CFR §180.800(a) or had a civil judgment rendered against it or them for one of those offenses within that time period; (c) are presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in 2 CFR §180.800(a); or (d) have had one or more public transactions (Federal, State, or local) terminated within the preceding three years for cause or default. Where the Subrecipient is unable to certify to any of the statements in this certification, the Subrecipient shall attach an explanation to these Certifications.

- G. The Subrecipient certifies all applicable activities related to this grant will be in compliance with the Copyright Law of the United States (Title 17, U.S. Code).
- H. In addition to Federal requirements, state law requires a number of assurances from applicants for Federal pass-through or other state-appropriated funds. (UGMS Part III, Subpart B, Sec. 14 – State Assurances)

**XIII. SIGNATURES**

The undersigned hereby execute this contract.

**GRANTOR**

**Texas State Library and Archives Commission**

**SUBRECIPIENT**

**City of Arlington, Arlington Public Library System**

\_\_\_\_\_  
Mark Smith, Director and Librarian

\_\_\_\_\_  
Signature (official empowered to enter into contracts)

\_\_\_\_\_  
Date

*Donna Osborne*

\_\_\_\_\_  
Typewritten or Printed Name

\_\_\_\_\_  
Donna Osborne, Chief Financial Officer

\_\_\_\_\_  
Title

\_\_\_\_\_  
8/30/2016

\_\_\_\_\_  
Date

*Deborah Littrell*

\_\_\_\_\_  
Date

\_\_\_\_\_  
Deborah Littrell, Library Development and Networking Director

\_\_\_\_\_  
8/30/2016

\_\_\_\_\_  
Date

*Erica McCormick*

\_\_\_\_\_  
Erica McCormick, Grants Administrator

\_\_\_\_\_  
8/30/2016

\_\_\_\_\_  
Date

# Staff Report



|  |  |
|--|--|
| <b>FY2017 Arlington Historical Society Contract for Services</b> |  |
| City Council Meeting Date: 9/20/16                               | Documents Being Considered: Minute Order |

## **RECOMMENDATION**

Approve a minute order authorizing the City Manager or his designee to execute the FY2017 Contract for Services with the Arlington Historical Society (AHS) for operational services for the historic Fielder House, and for other initiatives related to heritage tourism and historic preservation, in the amount of \$30,000.

## **PRIOR BOARD OR COUNCIL ACTION**

On March 6, 1984, Council approved Resolution 84-161, authorizing lease of the Fielder House for use as a museum and educational center.

On September 13, 2011, Council approved Resolution 11-349, adding heritage tourism and historical preservation initiatives to the scope of services associated with the AHS contract.

On September 18, 2012, Council approved Resolution 12-229, approving the annual contract for operational services at the Historic Fielder House and other initiatives related to heritage tourism and historic preservation.

On September 17, 2013, Council approved Resolution 13-234, approving the annual contract for operational services at the Historic Fielder House and other initiatives related to heritage tourism and historic preservation.

On September 16, 2014, Council approved Resolution 14-234, approving the annual contract for operational services at the Historic Fielder House and other initiatives related to heritage tourism and historic preservation.

On September 15, 2015, Council approved Resolution 15-216, approving the annual contract for operational services at the Historic Fielder House and other initiatives related to heritage tourism and historic preservation.

## **ANALYSIS**

The City has a long-standing agreement with the Arlington Historical Society for operation of the Fielder House. AHS provides services for the preservation, operation and maintenance of the Fielder House, as well as for heritage tourism and historical preservation initiatives.

The contract for services is approved on an annual basis; and provides for an initial payment of \$18,000 once the contract is executed and a written request has been received from AHS. AHS may access the balance of funds once the initial payment of \$18,000 is expended, documentation supporting this expenditure has been reviewed and accepted by the City, and AHS has submitted a written request for the remaining funds accompanied by an explanation of how those funds will be used. The contract also stipulates that AHS will tender documentation supporting expenditure of the remaining funds within 45 days after the contract term ends, and will refund any unspent funds at that time.

Additionally, the contract includes a requirement for AHS to use ten percent (10%) of the funds provided under this agreement to establish a Capital Reserve account. This fund will be used for maintenance and repair of the Fielder House and its grounds.

**FINANCIAL IMPACT**

Funds for this contract, in the amount of \$30,000, are available in Convention and Event Services Fund account 970104-61006.

**ADDITIONAL INFORMATION**

|   |                     |
|---|---------------------|
| Attached:                                 | AHS FY2017 Contract |
| Under separate cover:                     | None                |
| Available in the City Secretary's Office: | None                |

**STAFF CONTACT(S)**

Jim Parajon  
Deputy City Manager  
(817) 459-6154  
[jim.parajon@arlingtox.gov](mailto:jim.parajon@arlingtox.gov)

THE STATE OF TEXAS §

COUNTY OF TARRANT §

Contract for Services  
Between City and Arlington  
Historical Society

THIS CONTRACT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the **ARLINGTON HISTORICAL SOCIETY**, a Texas nonprofit corporation (hereafter referred to as "AHS") and the **CITY OF ARLINGTON, TEXAS**, a municipal corporation located in Tarrant County, Texas (hereafter referred to as "CITY"), each acting by and through its duly authorized representatives.

W I T N E S S E T H:

WHEREAS, CITY desires to promote the tourism and the convention and hotel industry, and Texas Tax Code Sec. 351.101(a)(5) allows Hotel Occupancy Tax (HOT) funds to be used for historical restoration and preservation projects or activities or advertising, and conducting solicitations and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums; and

WHEREAS, the City desires to contract with AHS on an as needed basis to provide operational services to the CITY for Historic Fielder House, heritage tourism and historic preservation, and AHS desires to furnish such services to the CITY; and

WHEREAS, The City Council has considered and does approve the expenditure of funds to assist with the preservation, maintenance and operation of the Historic Fielder House, as well as promoting heritage tourism and historic preservation; NOW THEREFORE

IN CONSIDERATION of the mutual covenants, promises and agreements hereinafter stated, CITY and AHS do hereby contract as follows;

I.

AHS SHALL:

A. Obligate any and all funds awarded to it by CITY solely for the Historic Fielder House, heritage tourism and historic preservation. AHS will use funds only in accordance with

applicable law including, but not limited to, Section 351 of the Texas Tax Code, pertaining to hotel/motel occupancy taxes and as shown in Exhibit "A" which is attached hereto and referenced herein.

B. Maintain HOT revenue and any interest generated by or from the HOT revenue in a separate bank account established for that purpose, and shall not commingle HOT revenue with any other money.

**C. Set aside ten percent (10%) of funding provided by the City in a Capital Reserve account, to be used by AHS to maintain and repair the Fielder House facility, including its grounds.**

D. Ensure that the services requested are completed by September 30, 2017.

E. Establish and maintain records of all receipts, obligations and disbursements of funds for the purposes outlined in this agreement, which are financed by the CITY and the subject of this contract. Documentation shall consist of, but is not limited to, financial records, canceled checks and invoices. Documentation shall clearly delineate the nature and purpose of each disbursement.

F. Maintain all records, including financial documentation, for three years or until any audit being conducted by the CITY relative to this contract has been completed and any questions arising from it or relating to it have been resolved, whichever is the longer period.

**G. AHS will defend and hold CITY harmless as well as all of CITY'S officials, officers, agents and employees, in both their public and private capacities, from any and all liability, claims, suits, demands, losses, damages, attorney fees, including all expenses of litigation or settlement for causes of action or claims which may arise by reason of injury to or death of any person or for loss of, damage to or loss of use of any property whether intangible or tangible; and AHS will, at its own cost and expenses, defend and protect CITY against any and all such claims or demands.**

H. AHS shall make all requests for payment in writing. When requesting the balance of funds, the request shall be accompanied by appropriate documentation substantiating the expenditure of funds constituting the initial sixty percent (60%) payment as allowed by Section II.B, and any payments associated with Section II.C. Further, the request shall specify how the balance of funds payment will be used. **In the event that AHS is**

unable to substantiate that the use of the initial sixty percent payment was used for appropriate eligible expenses, such payment shall be released back to the City.

I. AHS shall submit appropriate documentation within forty-five (45) days of the completion of services ending date that substantiates the expenditure of funds associated with the balance of funds payment. **In the event that the balance of funds payment has not been fully expended by AHS, this submission shall be accompanied by a check refunding any unspent amount to the City.**

## II.

CITY SHALL:

A. Provide funding for services outlined in this contract, in an amount not to exceed Thirty Thousand and No/100 dollars (\$30,000).

B. Except as stipulated in Section IIC, below, the City shall provide payment in increments, as authorized by CITY, up to sixty percent (60%) following executing of this agreement and upon receipt of a written request from AHS for such payment. The City also shall, upon receipt of a written request for the balance of funds payment from AHS, accompanied by appropriate documentation substantiating expenditure of the initial sixty percent (60%) payment and any payments associated with Section II.C, conduct a review of said documents and remit the balance of funds to AHS upon approval of said documents. **CITY shall not be obligated to make any payments unless it is satisfied with the documentation of expenditures allowed by this Contract.**

C. Provide payment to AHS for any single expenditure in excess of \$1,500, as follows. During the term of this Agreement, AHS will be allowed to request, upon submittal of three (3) quotes for the transaction, that CITY provide payment to AHS equal to the lowest quote. Documentation for such transactions, including documentation of final payment for the service, must be submitted no later than five (5) working days following completion of that service.

D. Have the option to cancel this contract if AHS or CITY is unable to fulfill this contract by virtue of any act or regulation of any public authority, or on account of any war situation or any other emergency, or because of strike, riot, epidemic, interruption of transportation services, or acts of God.

### III.

A. Any alteration, addition or deletion to the terms of this contract shall be by modification in writing and executed by both parties and duly approved and executed prior to the termination of the services.

B. In contracting for services or supplies for the PROJECT covered by this contract, AHS or AHS's volunteers, employees, associates or sponsors shall perform all work and labor herein provided for as an independent contractor and under the sole supervision, management, direction and control of AHS. CITY shall look to AHS for results only; and CITY shall have no right at any time to direct or supervise AHS or its volunteers or employees in the performance of such work or as to the manner, means and method in which work, labor or PROJECT is performed, other than to comply with the conditions in this contract.

C. When CITY has reasonable grounds for believing that AHS will be unable to perform this contract fully and satisfactorily within the time fixed for performance, or that a meritorious claim exists or will exist against CITY arising out of the negligence or activities of AHS or AHS's breach of any provision of this contract, then CITY may withhold payment of any amount otherwise due and payable to AHS under this contract. Any amount so withheld may be retained by CITY for that period as it may deem advisable to protect CITY against any loss; and CITY may, after written notice to AHS, apply such money in satisfaction of any claim(s). This provision is intended solely for the benefit of CITY, and no other person or entity shall have any right against CITY or claim against CITY by reason of CITY's failure or refusal to withhold monies. No interest shall be payable to CITY on any amounts withheld under this provision. This provision is not intended to limit or in any way prejudice any other right of CITY.

### IV.

The parties to this contract agree and covenant that this contract will be enforceable in Arlington, Texas, and that if legal action is necessary to enforce this contract, exclusive venue will lie in Tarrant County, Texas.

### V.

If any of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, conditions or any other part of this contract are for any reason held to be invalid, void

or unenforceable, the remainder of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, conditions or any other part of this contract shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

#### **VI.**

This contract is entered into subject to the Arlington City Charter and ordinances of CITY, as they may be amended from time to time, and is subject to and is to be construed, governed and enforced under all applicable State of Texas and Federal laws. Situs of this contract is agreed to be Tarrant County, Texas, for all purposes, including performance and execution.

#### **VII.**

AHS covenants and agrees that AHS and its associates and employees will have no interest and will acquire no interest, either direct or indirect, which will conflict in any manner with the performance of the services called for under this contract. All activities, investigations and other efforts made by AHS, pursuant to this contract, will be conducted by employees or associates of AHS.

#### **VIII.**

In performing this contract, AHS agrees to use diligent efforts to purchase all goods and services from Arlington businesses whenever such goods and services are comparable in availability, quality and price.

As a matter of policy with respect to CITY projects and procurements, CITY also encourages the use, if applicable, of qualified contractors, subcontractors and suppliers where at least fifty-one percent (51%) of the ownership of such contractor, subcontractor or supplier is vested in racial or ethnic minorities or women. In the selection of subcontractors, suppliers or other persons in organizations proposed for work on this contract, the contractor agrees to consider this policy and to use its reasonable and best efforts to select and employ such company and persons for work on this contract.

EXECUTED on the date first written above.

**ARLINGTON HISTORICAL SOCIETY**

BY \_\_\_\_\_  
GERALDINE MILLS  
Director

WITNESS:

\_\_\_\_\_

**CITY OF ARLINGTON**

BY \_\_\_\_\_  
James F. Parajon, FAICP  
Deputy City Manager

ATTEST:

\_\_\_\_\_  
Mary W. Supino, City Secretary

APPROVED AS TO FORM:  
TERIS SOLIS, City Attorney

BY \_\_\_\_\_

Exhibit A

| <b>Proposed Arlington Historical Society Budget 2017</b> |                    |
|--|--------------------|
| <b>Submitted September, 2016</b>                         |                    |
| <b>UTILITIES:</b>  |                    |
| <b>Electricity (TXU)</b>                                 | <b>\$6,500.00</b>  |
| <b>Arlington Utilities</b>                               | <b>\$2,000.00</b>  |
| <b>at&amp;t (Internet, Landline, Cell)</b>               | <b>\$4,000.00</b>  |
| <b>Director's Salary</b>                                 | <b>\$22,000.00</b> |
| <b>Contract Labor</b>                                    | <b>\$6,000.00</b>  |
| <b>CPA and Tax Prep.</b>                                 | <b>\$2,000.00</b>  |
| <b>Security (Fielder &amp; Knapp)</b>                    | <b>\$2,000.00</b>  |
| <b>Insurance (House and Cabins)</b>                      | <b>\$3,200.00</b>  |
| <b>Property Maintenance and Upkeep</b>                   | <b>\$7,500.00</b>  |
| <b>Property Renovation</b>                               | <b>\$40,000.00</b> |
| <b>Pest Control</b>                                      | <b>\$750.00</b>    |
| <b>Exhibit Expense</b>                                   | <b>\$6,500.00</b>  |
| <b>Storage Expense</b>                                   | <b>\$1,150.00</b>  |
| <b>Advertising and Marketing</b>                         | <b>\$2,000.00</b>  |
| <b>Computer Repair, Update, Software</b>                 | <b>\$2,000.00</b>  |
| <b>News Letter Expense</b>                               | <b>\$350.00</b>    |
| <b>Postage and Printing</b>                              | <b>\$1,000.00</b>  |

|  |                     |
|--|---------------------|
| <b>Cost of Goods Sold (Books, DVD's etc)</b> | <b>\$1,500.00</b>   |
| <b>Sales Tax on Resale Items</b>             | <b>\$100.00</b>     |
| <b>Misc Office Supplies</b>                  | <b>\$2,500.00</b>   |
| <b>Costco Membership</b>                     | <b>\$55.00</b>      |
| <b>Ozarka Water</b>                          | <b>\$100.00</b>     |
| <b>Property Tax @ Knapp Park</b>             | <b>\$2,000.00</b>   |
| <b>Events and Fundraiser Expenses</b>        | <b>\$7,000.00</b>   |
|  | <b>\$122,205.00</b> |



# Staff Report

## Negotiate and Execute a Five-Year Contract for Wrecker Services for Police Directed Pulls, Bid Project 16-0140

City Council Meeting Date: 9-20-16 | Action Being Considered: Minute Order

### **RECOMMENDATION**

Authorize the City Manager or his designee to negotiate and execute a five-year contract for wrecker services for police directed pulls with Kelly McKnight, Inc. of Arlington, Texas.

### **PRIOR BOARD OR COUNCIL ACTION**

On June 7, 2016, City Council approved Resolution 16-114 authorizing the competitive sealed proposal procurement method for Wrecker Services.

### **ANALYSIS**

An RFP was issued to solicit responses from various companies with experience in providing wrecker services. The five-year contract will provide wrecker and storage services for citizen vehicles that have been abandoned, immobile, or deemed hazardous. Price list for potential fees payable for tows is attached.

The new contract will include a Victims' Fee Wavier which will require Kelly McKnight, at the Police Departments discretion, to waive all fees associated with the tow if they feel the citizen was a victim of a crime.

An evaluation team comprised of City staff evaluated and scored the submittals based on a weighted criteria which included qualifications, experience, operational plan and pricing scenarios. The following firms were evaluated:

| VENDOR   | MWBE |
|--|------|
| Kelly McKnight, Inc.<br>Arlington, Texas               | N    |
| JDB Towing LLC dba Beard's Towing<br>Fort Worth, Texas | N    |

RFP closed: 2:00 p.m., July 28, 2016  
 Vendors notified through Demandstar: 42  
 Vendors notified through Supplier Portal: 114  
 RFP received: 2  
 Contract term: Five years/two one-year renewals  
 Current term: October 1, 2016 – September 30, 2021

### **FINANCIAL IMPACT**

Wrecker services will be provided at no cost to the City. Compensation to Kelly McKnight, Inc. will be based off the fees presented in the RFP and paid by the citizen directly. No financial impact is anticipated in future fiscal years directly related to this contract.

### **ADDITIONAL INFORMATION**

Attachments: Price List  
 Under separate cover: None  
 Available in the Purchasing Division: Bid File  
 Notarized 1295 Form: Yes

**STAFF CONTACT(S)**

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Mike Finley  
Director of Finance  
817-459-6345  
[Mike.Finley@arlingtontx.gov](mailto:Mike.Finley@arlingtontx.gov)

## KELLY MCKNIGHT PRICING LIST

### **Service Call:**

\$165.00 for every car towed by the city, mileage is 2.50 per loaded mile

### **Working Time:**

\$100.00 per hour is charged after the first 15 mins.

Working time is charged in 15 min. increments.

This could apply to any vehicle depending on the circumstances.

### **Extra Labor:**

\$65.00 per hour

This is normally used at accident scenes, where an extra man is needed to safely get the car loaded.

### **Clean up Debris:**

\$85.00 per hour

Applied when there is excessive debris scattered over a large area that exceeds the normal 15 mins.

This is accidents only.

### **Clean up Hazard Material:**

\$50.00 per hour

Applies to scenes where there are large amounts of fluids spread out and a large amount of oilsorb.

This is used mainly on accident scenes.

### **Fuel Adjustment:**

\$10.65 applied to each car towed by the city.

### **Public Safety Fee:**

\$20.00 applied to each vehicle towed by the city, heavy or light duty.

### **Heavy Duty:**

Truck Rate @ \$225.00 per hour for the first 2 hrs with a min. charge of \$450.00, time spent after that is charged @ \$250.00 per hour until the job is completed.

This charge applies to any type of heavy duty.

Mileage is charged @ \$4.00 per loaded mile after the first 25 miles.

This applies to all heavy duty tow truck calls, however, mainly mechanical failure.

**Lowboy Service:**

\$200.00 per hour

A Lowboy is used for tractors or trailers incapable of being towed.

Also used for load transfers in case of trailers broken.

Mostly used at scenes of a heavy duty accident.

**Rotator:**

\$350.00 per hour

The Rotator is used for recovery where access is limited, or for the use of a rotating crane is necessary for recovery.

Also used in some light duty accidents to recover a vehicle that can't be retrieved under normal circumstances.

The rotator is used to assist the Fire Dept. in removing victims of an accident in vehicles.

This truck is used mainly for accident scenes, heavy or light duty.

**Winched Equipped Dozer:**

\$200.00 per hour with a 4 hour min.

The dozer is used mainly for stolen vehicles that are not accessible to a tow truck. An example would be in heavily wooded areas, creeks, or mud. The dozer is used on rare occasions.

**Small Equipment:**

\$85.00 per hour

Equipment used in support of heavy duty accidents.

**Medium Duty Equipment:**

\$150.00 per hour

This tow truck is used for Bobtails and 1 Tons in place of a heavy duty.

A medium duty wrecker is used mainly for accidents, stolen vehicles, or mechanical breakdowns.

**Recovery Equipment:**

Recovery truck and trailer \$100.00 per hour

The truck and trailer has equipment in it to assist in truck wrecks. The equipment includes a welder, cutting torch, air compressor, tools, generator, air bags and straps.

**Air Cushions:**

\$350.00 per hour

Air cushions are used on truck and trailer accidents to upright the truck and trailers when they are loaded.

**Straps:**

\$50.00 per hour

Straps are used for truck and trailer wrecks to prevent a truck from turning over. They are also used to support trailers that are being up righted.

**Generator:**

\$50.00 per hour

Generator is used for heavy duty accident scenes at night for lights.

**Welder:**

\$50.00 per hour

The welder is used on some mechanical failures, when the failure is the suspension of the truck or trailer. Used sparingly at mechanical failures and at the scene of heavy duty accidents.

**Cutting Torch:**

\$50.00 per hour

Used on heavy duty accidents that have metal surfaces that are too big to cut, or inaccessible.

**Dolly Converter:**

\$75.00 per hour with 2 hr min.

Dolly Converter is used at the scene of a heavy duty accident. The purpose is to give an overturned trailer with no tractor a set of wheels to stand on.

**Pallet Jack:**

\$75.00 per hour

Pallet jack is used to unload cargo from one trailer to another. Used only for heavy duty accidents or mechanical failure.

**Forklift:**

\$100.00 per hour with 2 hr min.

The forklift is used to load or unload freight to heavy for a pallet jack. The forklift is only used on heavy duty wrecks.

**Bobcat:**

\$150.00 per hour with a 2 hr min

Bobcat is used for reloading or unloading, a broom sweeper or a forklift. The bobcat is used mainly at heavy duty accidents, or a long stretch of highway to sweep debris at major car accidents.

**Rental Equipment:**

Rental equipment is at cost plus 75% of the total bill. This only applies to heavy duty accidents where special equipment is needed.

**Product Roller:**

\$250.00 per hour

This is used to transfer boxed cargo from one trailer to another. Product used only on heavy duty accidents.

**Trash Container:**

\$250.00 per hour

30 yard trash container to put large debris in to haul to the city dump. This is used at night when the trash company is not able to deliver boxes to scene of a heavy duty accident.

Dump fees are 50% of the fee added to the bill.

**Supervisor:**

\$100.00 per hour

Provides a qualified supervisor to organize and oversee the accident. Supervisors are sent to heavy duty accidents, and special circumstances for light duty.



# Staff Report

## Negotiate and Execute a Five-Year Contract for an Audit Software System, Bid Project 16-0019

City Council Meeting Date: 9-20-16 | Action Being Considered: Minute Order

### **RECOMMENDATION**

Authorize the City Manager or his designee to negotiate and execute a five-year contract for audit management software system for the City Auditor's Office with Wolters Kluwer Audit, Risk & Compliance of Tampa, Florida for an estimated amount of \$95,606.

### **PRIOR BOARD OR COUNCIL ACTION**

On January 26, 2016, City Council approved Resolution 16-011 authorizing the competitive sealed proposal procurement method for audit management software system for the City Auditor's Office.

### **ANALYSIS**

An RFP was issued to solicit responses from various firms experienced with providing audit management software systems. The audit management software system will benefit the City Auditor's Office by streamlining the audit management process. The automated solution will help maintain required audit documentation; improve tracking of audit issues; streamline report development; monitor time keeping; and refine overall workflow efficiencies.

An evaluation team comprised of City staff evaluated and scored the submittals based on weighted criteria; including functional and technical requirements, vendors' experience, quality assurance, project management, and overall cost. The following firms were evaluated:

| VENDOR  | MWBE     |
|---|----------|
| <b>Wolters Kluwer Audit, Risk &amp; Compliance<br/>Tampa, Florida</b> | <b>N</b> |
| Lock Path, Inc.<br>Overland Park, Kansas                              | N        |
| Metric Stream<br>Palo Alto, California                                | N        |
| Morgan Kai Group<br>Northbrook, Illinois                              | N        |
| OPTIV Security<br>Denver, Colorado                                    | N        |

Two firms (Wolters Kluwer Audit, Risk & Compliance and Morgan Kai Group) were invited to interview and demonstrate their product to the evaluation committee. Upon completion of the interviews and product demonstrations, it was determined that the proposal submitted by Wolters Kluwer Audit, Risk & Compliance was the most advantageous and offers the best overall value to the City based on the relative importance of price and other criteria established in the RFP. Added value will be realized in the following areas:

- Automate the audit workflow process
- Manage and store required audit documentation
- Track issues and risks

- Automate report development
- Provide time budgeting and tracking tools

RFP closed: 2:00 p.m., May 26, 2016  
 Vendors notified through Demandstar: 230  
 Vendors notified through Supplier Portal: 122  
 RFP received: 5  
 Contract term: Five years/2 One Year Renewals  
 Current term: October 1, 2016 – September 30, 2021

**FINANCIAL IMPACT**

This contract is for a hosted audit management software system, annual technology hosted fee, hardware, conversion services, training and project management. Wolters Kluwer Audit, Risk & Compliance presented the best value for the City in the estimated amount of \$95,606 over a five-year period, and is subject to fiscal years 2017, 2018, 2019, and 2020 budget approval. The projected five-year estimated financial impact is as follows:

| <u>FY 2016</u> | <u>FY 2017</u> | <u>FY 2018</u> | <u>FY 2019</u> | <u>FY 2020</u> |
|----------------|----------------|----------------|----------------|----------------|
| \$51,075       | \$10,794       | \$11,014       | \$11,245       | \$11,478       |

The one-time purchase cost is for an estimated amount of \$51,075 and includes implementation services, perpetual license for five users, project management, travel and training and first year of hosted fees. Funds are budgeted in Information Technology Account No. 980252-63142.

The annual technology hosted fees for FY 2017, 2018, 2019 & 2020 will be budgeted in City Auditor’s Office Account No. 200101-63142.

**ADDITIONAL INFORMATION**

Attachments: None  
 Under separate cover: None  
 Available in the Purchasing Division: Bid File  
 Notarized 1295 Form: Yes

**STAFF CONTACT(S)**

Dennis John  
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[Lori.Brooks@arlingtontx.gov](mailto:Lori.Brooks@arlingtontx.gov)

Janice Hughes, CPPB  
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 817-459-6304  
[Janice.Hughes@arlingtontx.gov](mailto:Janice.Hughes@arlingtontx.gov)

Mike Finley  
 Director of Finance  
 817-459-6345  
[Mike.Finley@arlingtontx.gov](mailto:Mike.Finley@arlingtontx.gov)



# Staff Report

|  |                                       |
|--|---------------------------------------|
| <b>Annual Requirement Contracts for Library Material and Related Services, Bid Project 16-0149</b> |                                       |
| City Council Meeting Date: 9-20-16   | Action Being Considered: Minute Order |

## **RECOMMENDATION**

Authorize the City Manager or his designee to approve annual requirement contracts for the purchase of library materials and related services through the State of Texas Cooperative Purchasing Program in the estimated amount of \$800,000.

## **PRIOR BOARD OR COUNCIL ACTION**

On May 28, 2002, the City Council adopted Resolution No. 02-249, allowing the City of Arlington to participate in the State of Texas Cooperative Purchasing Program.

## **ANALYSIS**

The purchases are for the supply of library materials, which include adult and juvenile print material, print material processing, collection development services, standing orders, and audiovisual material. The materials will be used by patrons at various library locations throughout the City and will be purchased on an as-needed basis.

Co-op contract term: September 1, 2016 thru August 31, 2017

## **FINANCIAL IMPACT**

By utilizing contracts through the State of Texas Cooperative Purchasing Program, the City of Arlington will be able to purchase library materials and related services in the estimated amount of \$800,000. The contract terms are for one year. The projected financial impact for the contract terms are as follows:

| <u>FY 2016</u> | <u>FY 2017</u> | <u>FY 2018</u> |
|----------------|----------------|----------------|
| \$66,666       | \$733,334      | \$0            |

Funds are budgeted in Library General Fund Operating Account No.960301-60015 and subject to FY 2017 budget approval.

## **ADDITIONAL INFORMATION**

|                                       |          |
|---------------------------------------|----------|
| Attached:                             | None     |
| Under separate cover:                 | None     |
| Available in the Purchasing Division: | Bid file |
| MWBE:                                 | No       |

## **STAFF CONTACT(S)**

|   |   |  |
|---|---|--|
| Yoko Matsumoto<br>Director of Libraries<br>817-459-6916<br><a href="mailto:Yoko.Matsumoto@arlingtontx.gov">Yoko.Matsumoto@arlingtontx.gov</a> | Janice Hughes, CPPB<br>Sr. Purchasing Agent<br>817-459-6304<br><a href="mailto:Janice.Hughes@arlingtontx.gov">Janice.Hughes@arlingtontx.gov</a> | Mike Finley<br>Director of Finance<br>817-459-6345<br><a href="mailto:Mike.Finley@arlingtontx.gov">Mike.Finley@arlingtontx.gov</a> |
|---|---|--|



# Staff Report

|   |                                       |
|---|---------------------------------------|
| <b>Annual Requirements Contract for Fire Department Uniforms, Bid Project 16-0150</b> |                                       |
| City Council Meeting Date: 9-20-16  | Action Being Considered: Minute Order |

**RECOMMENDATION**

Authorize the City Manager or his designee to execute an annual requirements contract for fire uniforms with Red the Uniform Tailor of Lakewood, New Jersey, in the estimated amount of \$166,599.30.

**PRIOR BOARD OR COUNCIL ACTION**

None.

**ANALYSIS**

This contract is for the supply and delivery of Nomex IIIA uniform pants and shirts for Fire Department personnel. The uniforms will be used for new hires and to replace uniforms that have been damaged or that have reached the end of their useful service life. This contract also includes the purchase of uniforms for Fire Prevention and Fire Dispatch. Uniforms for all three divisions will be ordered on an as-needed basis.

|   |   |
|---|---|
| Bid closed:                               | July 14, 2016, 2:00 p.m.                |
| Vendors notified through Demand Star:     | 73                                      |
| Vendors notified through Supplier Portal: | 71                                      |
| Bids received:                            | 3                                       |
| Contract term:                            | One year/four one-year renewal options  |
| Current term:                             | September 21, 2016 – September 30, 2017 |

| VENDOR  | MWBE | TOTAL               |
|---|------|---------------------|
| <b>Red the Uniform Tailor<br/>Lakewood, NJ</b>  | Yes* | <b>\$166,599.30</b> |
| Impact Promotional Services<br>Fort Worth, TX   | Yes* | \$169,222.72        |
| Eclectic Customs Designs**<br>Grand Prairie, TX | Yes  | \$ 41,681.00        |

\* Woman-Owned, \*\*Partial Bid

**FINANCIAL IMPACT**

Red the Uniform Tailor returned the lowest, responsive bid in the estimated amount of \$166,599.30. The Arlington Fire Department and the Purchasing Division agree that Red the Uniform Tailor met the bid specification requirements. The contract term is for one year and will be reviewed annually to determine subsequent renewal terms. The projected financial impact for this contract term is as follows:

|                |                |                |
|----------------|----------------|----------------|
| <u>FY 2016</u> | <u>FY 2017</u> | <u>FY 2018</u> |
| \$13,883.27    | \$152,716.03   | \$0            |

Funds are budgeted in Fire Department/Fire Resource Management account 220601-60003 and subject to FY17 budget approval.

**ADDITIONAL INFORMATION**

|                                       |          |
|---------------------------------------|----------|
| Attached:                             | None     |
| Under separate cover:                 | None     |
| Available in the Purchasing Division: | Bid file |
| Notarized Form 1295:                  | Yes      |

**STAFF CONTACT(S)**

|   |  |  |
|---|--|--|
| Don Crowson   | Will Velasco, CPPB   | Mike Finley  |
| Fire Chief  | Sr. Purchasing Agent   | Director of Finance  |
| 817-459-5501  | 817-459-6302   | 817-459-   |
| 6345 <a href="mailto:Don.Crowson@arlingtontx.gov">Don.Crowson@arlingtontx.gov</a> | <a href="mailto:Will.Velasco@arlingtontx.gov">Will.Velasco@arlingtontx.gov</a> | <a href="mailto:Mike.Finley@arlingtontx.gov">Mike.Finley@arlingtontx.gov</a> |



# Staff Report

|   |                                       |
|---|---------------------------------------|
| <b>Annual Contract for Maintenance of Radio Communications Equipment,<br/>Bid Project 17-0013</b> |                                       |
| City Council Meeting Date: 9-20-16  | Action Being Considered: Minute Order |

## **RECOMMENDATION**

Authorize the City Manager or his designee to execute an annual contract for maintenance of radio communications equipment with Motorola Solutions, Inc. of Schaumburg, Illinois through the Houston-Galveston Area Council (H-GAC) Cooperative Purchasing Program in the estimated amount of \$947,785.06.

## **PRIOR BOARD OR COUNCIL ACTION**

On June 24, 1997, City Council adopted Resolution 97-411, authorizing City participation in the Houston-Galveston Area Council (H-GAC) Cooperative Purchasing Program.

## **ANALYSIS**

This contract provides for maintenance and repair of the City's radio communications equipment. The equipment is used by first responder personnel to communicate information during emergency service calls. The equipment is also used by the Parks, Public Works, Neighborhood Services and Water Utilities departments to communicate information necessary for day-to-day operations.

The maintenance contract includes the public safety wireless local area network, base stations, mobiles, portables and mobile data computers. Proper maintenance of this equipment will provide continuous communication services for the City and will extend the equipment's useful service life. The contract also includes the services required by the City of Fort Worth in order to utilize the Fort Worth core.

Contract term: October 1, 2016 - September 30, 2017

## **FINANCIAL IMPACT**

Utilizing the contract through the H-GAC Cooperative Purchasing Program provides the best value for the City for maintenance of radio communications equipment. Motorola Solutions, Inc. is currently under contract with the H-GAC Cooperative Purchasing Program. This is a one-year contract that is reviewed and renewed annually. The projected financial impact for this contract term is as follows:

| <u>FY 2017</u> | <u>FY 2018</u> | <u>FY 2019</u> |
|----------------|----------------|----------------|
| \$947,785.06   | \$0            | \$0            |

Funds are budgeted in Communication Service Maintenance of Radios Account No. 900501-63123 and subject to FY 2017 budget approval.

## **ADDITIONAL INFORMATION**

|                                       |          |
|---------------------------------------|----------|
| Attached:                             | None     |
| Under separate cover:                 | None     |
| Available in the Purchasing Division: | Bid File |
| Notarized Form1295:                   | Yes      |
| MWBE:                                 | No       |

**STAFF CONTACT(S)**

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# Staff Report

## Annual Insurance Program Policy Renewals and New Policies for FY 2017

City Council Meeting Date: 9-20-16

Document Being Considered: Minute Order

### **RECOMMENDATION**

Authorize the City Manager or his designee to negotiate and procure insurance policies for Property and Casualty, Unique Mobile Units and Trailers, Crime, Airport Liability, Excess Workers' Compensation, Excess Liquor Liability, Scientific Equipment, Unmanned Aircraft Systems, and any new policies during the upcoming fiscal year. The estimated costs are \$507,574.

### **PRIOR BOARD OR COUNCIL ACTION**

The City's property and casualty insurance policies are annual contracts, with renewals approved each year by Council. On May 13, 2014, Council approved under Minute Order #05132014-010 a contract with McGriff, Seibels & Williams to represent the City in marketing and procuring favorable terms for placement of the City's insurance. On September 15, 2015, Council approved under Minute Order 09152015-005 the purchase of insurance policies covering Fiscal Year 2016.

### **ANALYSIS**

This authorizes the purchase of insurance for City Property and Casualty, Unique Mobile Units and Trailers, Crime, Airport Liability, Excess Workers' Compensation, Excess Liquor Liability, Scientific Equipment, Unmanned Aircraft Systems, and other insurance policies for various departments as the need arises to protect against the risk of financial loss for Fiscal Year 2017. The individual policies and premiums are noted under Financial Impact.

RFQ number: N/A  
Length of Contract: One year  
Contract Term: October 1, 2016 through September 30, 2017

### **FINANCIAL IMPACT**

City property insurance, including Automobile Physical Damage, Boiler & Machinery, Terrorism and Engineering fees, will be provided by Affiliated FM Global of Johnston, RI in an amount estimated at \$257,499. This is a 21% increase from last year, due to rising rates caused by catastrophic property losses to the insurance market, such as hail damage.

Insurance coverage for Scientific Equipment, Unique Mobile Units and Trailers will be provided by Federal Insurance Company of Warren, NJ, in an amount estimated at \$13,615. This represents a slight premium reduction following the transfer of title to a fire truck by Viridian developers to the City, with coverage moved to the City's self-insurance program.

Commercial Crime coverage is provided by Hanover Insurance Group of Worcester, MA, written as a three-year policy, with annual premium of \$10,135. This represents the third and final annual installment.

Airport Liability coverage will be provided by Chartis of New York, NY, in an amount estimated at \$3,215. This represents no change in premium.

Excess Workers' Compensation coverage, provided by Colony Insurance of San Antonio, TX, in an amount estimated at \$201,443. This represents a 5.08% premium increase, due to a two percent increase in payroll projections and rising Workers' Compensation rates.

General Liability coverage is provided by Mount Vernon Insurance Company of Wayne, PA, for golf food and beverage, restaurant and catering operations, as well as a leased parking lot. Annual premium is estimated at \$4,072. Liquor Liability is provided by Mount Vernon Insurance Company in an amount estimated at \$5,464. Premium for both policies is based on revenues and subject to annual audit.

Excess General Liability and Liquor Liability coverage is provided by Torus National Insurance Company of Wilmington, DE, for a total amount estimated at \$8,114. Policy rates are determined using liquor and food sales revenue, including catering events.

The unmanned aircraft systems policy is provided by Westchester Fire Insurance Company of Philadelphia, PA, in an amount estimated at \$4,017. The policy terms and premium are the same as expiring.

The City maintains a TULIP (Tenant and Users Liability Insurance Policy). There is no cost to the City for this policy. It enables the City to offer an option to parties required to purchase insurance when holding an event at a City facility, or through a special event permit. It is also available to users of the City's Block Party Trailer. The cost of insurance is borne by the event holder, and it protects both the event holder and the City for liability arising from an event. The insurance carrier has offered renewal with no changes in coverage.

Funds are budgeted in the following accounts and are subject to Fiscal Year 2017 budget approval. Itemized costs are estimated pending final negotiations:

|                         |              |           |
|-------------------------|--------------|-----------|
| • Human Resources       | 170201 64000 | \$274,121 |
| • Workers' Compensation | 510101 64000 | \$201,443 |
| • Golf Program          | 500901 64000 | \$ 16,783 |
| • Fire Department       | 220401 61002 | \$ 11,210 |
| • Police Department     | 270103 61002 | \$ 4,017  |

**ADDITIONAL INFORMATION**

Attached: None  
 Under separate cover: None  
 Available in the City Secretary's Office: None

**STAFF CONTACT(S)**

|  |  |
|--|--|
| Kari Zika, Director  | Gilbert Perales  |
| Human Resources  | Deputy City Manager  |
| 817-575-8987   | 817-459-6100   |
| <a href="mailto:Kari.Zika@arlingtontx.gov">Kari.Zika@arlingtontx.gov</a> | <a href="mailto:Gilbert.Perales@arlingtontx.gov">Gilbert.Perales@arlingtontx.gov</a> |



# Staff Report

## Renewal of Annual Requirements Contract for Monthly Grounds Maintenance of City-Owned Properties, Bid Project 16-0001

City Council Meeting Date: 9-20-16

Action Being Considered: Minute Order

### **RECOMMENDATION**

Authorize the City Manager or his designee to exercise the first of four, one-year renewal options in the contract for monthly grounds maintenance of city-owned properties with Terry Rutland of Grand Prairie, Texas in the estimated amount of \$87,632.40.

### **PRIOR BOARD OR COUNCIL ACTION**

On October 13, 2015, City Council approved MO10132015-004 executing an annual requirements contract for monthly grounds maintenance of city-owned properties with Terry Rutland of Grand Prairie, Texas in the estimated amount of \$70,420.80.

### **ANALYSIS**

This contract is for the monthly grounds maintenance of vacant City-owned properties in the north and south districts which includes mowing, trimming, edging, and litter removal. Mowing services will be provided on eight monthly cycles during the months of March through October with two additional litter removal cycles provided during the months of December through February.

This contract has been increased an additional \$8,334.60 due to unforeseen services needed not included on the original bid. This is an annual requirements contract which allows the City to use services on an as-needed basis.

### **Modification 1**

On February 17, 2016, Modification 1 was made to this contract adding additional acreage to the monthly grounds maintenance of city-owned properties for the North and South districts and various railroad crossings increasing the contract amount by \$5,809.

### **Modification 2**

On June 20, 2016, Modification 2 was made to this contract adding additional acreage to the monthly grounds maintenance of city-owned properties for the North and South districts increasing the contract amount by \$3,068.

Original contract term: One Year/four, one-year renewal options  
Current term: First renewal (November 1, 2016 – October 31, 2017)

### **FINANCIAL IMPACT**

The Parks and Recreation Department and the Purchasing Division have determined that it is within the City's best interest to renew the contract for an additional term. This contract term is for one year, and will be reviewed annually to determine subsequent renewal terms.

In accordance with the bid specifications, the Purchasing Division has received a letter from Terry Rutland requesting the first renewal at the current pricing. The projected financial impact for this contract term is as follows:

FY 2017  
\$80,329.70

FY 2018  
\$7,302.70

FY 2019  
\$0

Funds are budgeted in Parks and Recreation Account No. 502702-63144.

**ADDITIONAL INFORMATION**

|                                       |          |
|---------------------------------------|----------|
| Attached:                             | None     |
| Under separate cover:                 | None     |
| Available in the Purchasing Division: | Bid file |
| Notarized Form 1295:                  | Yes      |
| MWBE:                                 | No       |

**STAFF CONTACT(S)**

|  |  |  |
|--|--|--|
| Lemuel Randolph  | Will Velasco, CPPB   | Mike Finley  |
| Director of Parks & Recreation   | Sr. Purchasing Agent   | Director of Finance  |
| 817-459-5479   | 817-459-6302   | 817-459-6345   |
| <a href="mailto:Lemuel.Randolph@arlingtontx.gov">Lemuel.Randolph@arlingtontx.gov</a> | <a href="mailto:Will.Velasco@arlingtontx.gov">Will.Velasco@arlingtontx.gov</a> | <a href="mailto:Mike.Finley@arlingtontx.gov">Mike.Finley@arlingtontx.gov</a> |

# Staff Report



|   |  |
|---|--|
| <b>Renewal of Contract for Concrete Panel &amp; Sidewalk Replacement Program; Project No. PWSM14002</b> |  |
|---|--|

|                                     |                                       |
|-------------------------------------|---------------------------------------|
| City Council Meeting Date: 09/20/16 | Action Being Considered: Minute Order |
|-------------------------------------|---------------------------------------|

## **RECOMMENDATION**

Authorizing the City Manager or his designee to exercise the second of four, one-year renewal options in the contract for the concrete panel and sidewalk replacement program with Ken-Do Contracting, LP, of Desoto, Texas, in the estimated amount of \$2,541,000.

## **PRIOR BOARD OR COUNCIL ACTION**

On August 19, 2014, Council approved Minute Order No. MO08192014-003, authorizing the execution of an annual requirements contract with Ken-Do Contracting, LP, of Desoto, Texas, for the concrete panel and sidewalk replacement, in an amount not to exceed \$2,374,651.

On September 1, 2015, Council approved Minute Order No. MO09012015-006, authorizing the City Manager or his designee to exercise the first of four, one-year renewal options in the contract for the concrete panel and sidewalk replacement program with Ken-Do Contracting, LP, of Desoto, Texas, in the estimated amount of \$2,735,000.

## **ANALYSIS**

This contract provides for panel repair work on concrete streets. The increased age and deterioration of concrete roadways has led to panel failures on major thoroughfare and collector streets. Concrete panel replacement is a critical component of the overall street maintenance program and the contract includes all labor, equipment, and material.

The sidewalk portion of the contract provides for permanent repair of areas throughout the city that have been temporarily patched with asphalt to eliminate tripping hazards.

Original Contract Term: One year/four, one-year renewal options  
Current Term: Second Renewal (October 1, 2016 - September 30, 2017)

## **FINANCIAL IMPACT**

The Public Works and Transportation Department (PWT) has determined that it is in the City's best interest to renew the contract for an additional term. In accordance with the bid specifications, PWT has notification from Ken-Do Contracting, LP, requesting the second renewal with a price increase. The renewal price reflects a 1.2 percent increase, which is within the limits of the Consumer Price Index (CPI) as specified in the original bid.

Subject to FY 2017 budget approval, funding is available in the following accounts:

|   |             |
|---|-------------|
| Street Maintenance Sales Tax Account No. 728501-63132-61370695    | \$2,200,000 |
| Street Maintenance General Fund Account No. 728502-63132-35100200 | \$341,000   |

| <u>FY 2016</u> | <u>FY 2017</u> | <u>FY 2018</u> |
|----------------|----------------|----------------|
| \$0            | \$2,541,000    | \$0            |

**ADDITIONAL INFORMATION**

|   |      |
|---|------|
| Attached:                                 | None |
| Under separate cover:                     | None |
| Available in the City Secretary's Office: | None |

**STAFF CONTACT(S)**

|   |   |
|---|---|
| Mindy Carmichael, P.E., Director<br>Public Works & Transportation<br>817-459-6552<br><a href="mailto:Mindy.Carmichael@arlingtontx.gov">Mindy.Carmichael@arlingtontx.gov</a> | Bill Bateman, Interim Assistant Director<br>Public Works & Transportation<br>817-459-5435<br><a href="mailto:Bill.Bateman@arlingtontx.gov">Bill.Bateman@arlingtontx.gov</a> |
|---|---|



# Staff Report

## Renewal of Contract for Street Reclamation Program; Project No. PWSM13003

City Council Meeting Date: 09/20/16

Action Being Considered: Minute Order

### **RECOMMENDATION**

Authorize the City Manager or his designee to exercise the third of four, one-year renewal options in the contract for the street reclamation program with Reynolds Asphalt and Construction Company, of Euless, Texas, in the estimated amount of \$1,500,000.

### **PRIOR BOARD OR COUNCIL ACTION**

On September 17, 2013, Council approved Minute Order No. MO09172013-21, authorizing the City Manager or his designee to execute an annual requirements contract for street reclamation with Reynolds Asphalt and Construction Company, of Euless, Texas, in the estimated amount of \$5,729,706.

On September 16, 2014, Council approved Minute Order No. MO09162014-012, authorizing the City Manager or his designee to exercise the first of four, one-year renewal options in the contract for the street reclamation program with Reynolds Asphalt and Construction Company, of Euless, Texas, in the estimated amount of \$5,850,029.83.

On September 15, 2015, Council approved Minute Order No. MO09152015-011, authorizing the City manager or his designee to exercise the second of four, one-year renewal options in the contract for the street reclamation program with Reynolds Asphalt and Construction Company, of Euless, Texas, in the estimated amount of \$1,300,000.

### **ANALYSIS**

The contract provides for street reclamation and is performed in conjunction with miscellaneous concrete repairs. This program includes pulverizing existing asphalt and road base materials and blending with cement and lime to build a new road base. This process is followed by a four inch asphalt base course and a new two inch asphalt surface course.

Mill and Overlay is also included in the contract. This treatment involves milling two inches of the existing street surface followed by a new asphalt overlay. Necessary base failure repairs are performed prior to the mill and overlay. Base failures occur when the existing pavement structure on roadways can no longer support the weight exerted on it. The entire affected area must be excavated and replaced with a full depth layer of new asphalt to ensure the mill and overlay treatment lasts the projected life cycle. The contract includes labor, materials and equipment.

Original Contract Term: One year/four, one-year renewal options  
Current Term: Third Renewal (October 10, 2016 through October 9, 2017)

**FINANCIAL IMPACT**

The Public Works and Transportation Department (PWT) has determined that it is in the City's best interest to renew the contract for an additional term. In accordance with the bid specifications, PWT has received notification from Reynolds Asphalt and Construction Company requesting the third renewal with a price increase. The renewal price reflects a 1.2 percent increase, which is within the limits of the Consumer Price Index (CPI) as specified in the original bid.

Subject to FY 2017 budget approval, funding is available in Street Maintenance Fund Account No. 728501-63132-61320695.

| <u>FY 2016</u> | <u>FY 2017</u> | <u>FY 2018</u> |
|----------------|----------------|----------------|
| \$0            | \$1,500,000    | \$1,528,500    |

**ADDITIONAL INFORMATION**

|   |      |
|---|------|
| Attached:                                 | None |
| Under separate cover:                     | None |
| Available in the City Secretary's Office: | None |

**STAFF CONTACT(S)**

Mindy Carmichael, P.E., Director  
Public Works and Transportation  
817-459-6552  
[Mindy.Carmichael@arlingtontx.gov](mailto:Mindy.Carmichael@arlingtontx.gov)

Bill Bateman, Interim Assistant Director  
Public Works and Transportation  
817-459-5435  
[Bill.Bateman@arlingtontx.gov](mailto:Bill.Bateman@arlingtontx.gov)

# Staff Report



|   |                                       |
|---|---------------------------------------|
| <b>2016 Sidewalk Program; Project No. PWSW16001</b> |                                       |
| City Council Meeting Date: 9/20/2016                | Action Being Considered: Minute Order |

**RECOMMENDATION**

Authorizing the City Manager or his designee to execute a construction contract with Ken-Do Contracting, LP, of Desoto, Texas for the 2016 Sidewalk Program in the amount of \$587,050. The contract includes a maximum bonus of \$18,000, for a possible contract total of \$605,050.

**PRIOR BOARD OR COUNCIL ACTION**

None.

**ANALYSIS**

This project consists of construction of sidewalks, driveways, and barrier free curb ramps at various locations throughout the City. The list of locations has been compiled since the completion of the 2013 Sidewalk Program Project and funding is provided by the 2014 Bond Election.

|                                      |  |
|--------------------------------------|--|
| Date of Bid:                         | August 24, 2016  |
| Number of Bids Received:             | 3  |
| Number of Bids from Arlington Firms: | 0  |
| Bidder Prequalification:             | Yes  |
| Engineer's Estimate:                 | \$600,000  |
| Range of Bids:                       | \$587,050 to \$ 838,300                                |
| Low Bid:                             | \$587,050  |
| Recommended Low Bidder:              | Ken-Do Contracting, LP of Desoto, TX                   |
| Contract Scope:                      | Construction of sidewalks and barrier free curb ramps. |
| Proposed Start Date:                 | October 17, 2016                                       |
| Proposed End Date:                   | March 16, 2017   |
| Contract Time:                       | 150 calendar days                                      |
| Liquidated Damages for Delay:        | \$240 per day  |
| Bonus for Early Completion:          | \$240 per day  |
| Maximum Bonus:                       | \$18,000   |
| Total:                               | \$605,050  |

| VENDOR   | MWBE      | TOTAL            |
|--|-----------|------------------|
| <b>Ken-Do Contracting, LP<br/>Desoto, Texas</b>      | <b>No</b> | <b>\$587,050</b> |
| XIT Paving & Construction, Inc.<br>Waxahachie, Texas | No        | \$725,950        |
| Axis Contracting, Inc.<br>Dallas, Texas              | Yes – WO  | \$838,300        |

\*WO = Woman Owned

**FINANCIAL IMPACT**

Funding is available in the Street Bond Fund Account No. 358504-68153-65850698.

| <u>FY 2016</u> | <u>FY 2017</u> | <u>FY 2018</u> |
|----------------|----------------|----------------|
| \$0            | \$605,050      | \$0            |

**ADDITIONAL INFORMATION**

|   |              |
|---|--------------|
| Attached:                                 | Bid Tab      |
|   | Location Map |
| Under separate cover:                     | None         |
| Available in the City Secretary's Office: | None         |

**STAFF CONTACT(S)**

|   |  |
|---|--|
| Mindy Carmichael, P.E., Director<br>Public Works & Transportation<br>817-459-6552<br><a href="mailto:Mindy.Carmichael@arlingtontx.gov">Mindy.Carmichael@arlingtontx.gov</a> | Keith E. Brooks, P.E., Assistant Director<br>Public Works & Transportation<br>817-459-6535<br><a href="mailto:Keith.Brooks@arlingtontx.gov">Keith.Brooks@arlingtontx.gov</a> |
|---|--|

**BID TABULATION REPORT**

**2016 SIDEWALK PROGRAM  
PROJECT No. PWSW16001**

BID OPENED: August 24, 2016 @ 2:00 P.M.

|  |                      |     |       | <i>KEN-DO CONTRACTING LP</i><br>Desoto, TX 75115 |                  | <i>XIT PAVING &amp; CONSTRUCTION, INC.</i><br>Waxahachie, TX 75165 |                  | <i>AXIS CONTRACTING, INC</i><br>Dallas, TX 75336 |                  |
|--|----------------------|-----|-------|--|------------------|--|------------------|--|------------------|
| <b>MOBILIZATION &amp; SWPPP</b>            |                      |     |       |  |                  |  |                  |  |                  |
| ITEM                                       | DESCRIPTION          | QTY | UNITS | UNIT PRICE                                       | TOTAL COST       | UNIT PRICE   | TOTAL COST       | UNIT PRICE                                       | TOTAL COST       |
| 101  | Mobilization & Bonds | 1   | LS    | \$ 30,000.00                                     | \$ 30,000.00     | \$ 30,000.00   | \$ 30,000.00     | \$ 30,000.00                                     | \$ 30,000.00     |
| 102  | SWPPP                | 1   | LS    | \$ 15,000.00                                     | \$ 15,000.00     | \$ 15,000.00   | \$ 15,000.00     | \$ 15,000.00                                     | \$ 15,000.00     |
| <b>SUBTOTAL MOBILIZATION &amp; SWPPP :</b> |                      |     |       | <b>\$</b>  | <b>45,000.00</b> | <b>\$</b>  | <b>45,000.00</b> | <b>\$</b>  | <b>45,000.00</b> |

| <b>SIDEWALK IMPROVEMENTS</b>           |  |       |       |              |                   |              |                   |              |                   |
|--|--|-------|-------|--------------|-------------------|--------------|-------------------|--------------|-------------------|
| ITEM                                   | DESCRIPTION  | QTY   | UNITS | UNIT PRICE   | TOTAL COST        | UNIT PRICE   | TOTAL COST        | UNIT PRICE   | TOTAL COST        |
| 201                                    | Reinf. Conc. Sidewalks in NEW location                                   | 1,800 | SY    | \$ 62.00     | \$ 111,600.00     | \$ 65.00     | \$ 117,000.00     | \$ 84.00     | \$ 151,200.00     |
| 202                                    | Reinf. Conc. Sidewalks in EXISTING location                              | 500   | SY    | \$ 69.00     | \$ 34,500.00      | \$ 80.00     | \$ 40,000.00      | \$ 84.00     | \$ 42,000.00      |
| 203                                    | Reinf. Conc. Sidewalks with up to 8-inch curb in NEW location            | 50    | SY    | \$ 72.00     | \$ 3,600.00       | \$ 68.00     | \$ 3,400.00       | \$ 106.00    | \$ 5,300.00       |
| 204                                    | Reinf. Conc. Sidewalks with up to 8-inch curb in EXISTING location       | 300   | SY    | \$ 76.00     | \$ 22,800.00      | \$ 83.00     | \$ 24,900.00      | \$ 106.00    | \$ 31,800.00      |
| 205                                    | Reinf. Conc. for "Curb Cut & Sidewalk Transition" in EXISTING location   | 300   | SY    | \$ 85.00     | \$ 25,500.00      | \$ 120.00    | \$ 36,000.00      | \$ 98.00     | \$ 29,400.00      |
| 206                                    | Retaining Wall (8-inch to 24-inch)                                       | 40    | CY    | \$ 725.00    | \$ 29,000.00      | \$ 1,000.00  | \$ 40,000.00      | \$ 1,800.00  | \$ 72,000.00      |
| 207                                    | Retaining Wall (24-inch to 48-inch)                                      | 15    | CY    | \$ 850.00    | \$ 12,750.00      | \$ 1,100.00  | \$ 16,500.00      | \$ 1,800.00  | \$ 27,000.00      |
| 208                                    | ADA Compliant Barrier Free Ramp  | 30    | EA    | \$ 1,400.00  | \$ 42,000.00      | \$ 2,500.00  | \$ 75,000.00      | \$ 2,450.00  | \$ 73,500.00      |
| 209                                    | Remove & Replace Drive Approach  | 1,000 | SY    | \$ 64.00     | \$ 64,000.00      | \$ 105.00    | \$ 105,000.00     | \$ 97.00     | \$ 97,000.00      |
| 210                                    | Additional Cost for 5-inch High Early Strength Reinf. Conc. Paving       | 100   | SY    | \$ 21.00     | \$ 2,100.00       | \$ 50.00     | \$ 5,000.00       | \$ 70.00     | \$ 7,000.00       |
| 211                                    | Remove & Replace Conc. Curb and Gutter                                   | 300   | LF    | \$ 40.00     | \$ 12,000.00      | \$ 75.00     | \$ 22,500.00      | \$ 65.00     | \$ 19,500.00      |
| 212                                    | 8-inch Curb adjacent to driveway   | 50    | LF    | \$ 42.00     | \$ 2,100.00       | \$ 15.00     | \$ 750.00         | \$ 20.00     | \$ 1,000.00       |
| 213                                    | Reinf. Conc. Valley Gutter,  | 150   | SY    | \$ 83.00     | \$ 12,450.00      | \$ 175.00    | \$ 26,250.00      | \$ 98.00     | \$ 14,700.00      |
| 214                                    | Type "D" HMAC for Street Transition & Patches                            | 40    | TN    | \$ 160.00    | \$ 6,400.00       | \$ 225.00    | \$ 9,000.00       | \$ 300.00    | \$ 12,000.00      |
| 215                                    | Crushed Rock   | 60    | TN    | \$ 25.00     | \$ 1,500.00       | \$ 30.00     | \$ 1,800.00       | \$ 50.00     | \$ 3,000.00       |
| 216                                    | Remove & Reset Existing Mail Box   | 20    | EA    | \$ 400.00    | \$ 8,000.00       | \$ 200.00    | \$ 4,000.00       | \$ 650.00    | \$ 13,000.00      |
| 217                                    | Remove & Replace to match Existing Masonry Mail Box                      | 2     | EA    | \$ 1,500.00  | \$ 3,000.00       | \$ 1,800.00  | \$ 3,600.00       | \$ 2,500.00  | \$ 5,000.00       |
| 218                                    | Adjust Existing Manholes to final grade                                  | 2     | EA    | \$ 1,200.00  | \$ 2,400.00       | \$ 150.00    | \$ 300.00         | \$ 450.00    | \$ 900.00         |
| 219                                    | Adjust Existing Water Meter and Box                                      | 25    | EA    | \$ 1,050.00  | \$ 26,250.00      | \$ 250.00    | \$ 6,250.00       | \$ 675.00    | \$ 16,875.00      |
| 220                                    | Adjust Existing Valve Box to Final Grade                                 | 10    | EA    | \$ 250.00    | \$ 2,500.00       | \$ 175.00    | \$ 1,750.00       | \$ 550.00    | \$ 5,500.00       |
| 221                                    | Grass Sodding  | 2,000 | SY    | \$ 6.00      | \$ 12,000.00      | \$ 15.00     | \$ 30,000.00      | \$ 25.00     | \$ 50,000.00      |
| 222                                    | Tree Removal (4-inch to 12-inch diameter)                                | 5     | EA    | \$ 700.00    | \$ 3,500.00       | \$ 750.00    | \$ 3,750.00       | \$ 600.00    | \$ 3,000.00       |
| 223                                    | Tree Removal (12-inch to 18-inch diameter)                               | 5     | EA    | \$ 900.00    | \$ 4,500.00       | \$ 1,250.00  | \$ 6,250.00       | \$ 975.00    | \$ 4,875.00       |
| 224                                    | Tree Removal (18-inch to 24-inch diameter)                               | 5     | EA    | \$ 1,100.00  | \$ 5,500.00       | \$ 1,750.00  | \$ 8,750.00       | \$ 1,250.00  | \$ 6,250.00       |
| 225                                    | 24-inch wide Permanent Pavement Marking                                  | 200   | LF    | \$ 10.00     | \$ 2,000.00       | \$ 11.00     | \$ 2,200.00       | \$ 25.00     | \$ 5,000.00       |
| 226                                    | 8-inch wide continuous solid line Permanent Pavement Marking             | 400   | LF    | \$ 6.00      | \$ 2,400.00       | \$ 5.00      | \$ 2,000.00       | \$ 10.00     | \$ 4,000.00       |
| 227                                    | 4-inch wide continuous solid line Permanent Pavement Marking             | 800   | LF    | \$ 2.75      | \$ 2,200.00       | \$ 2.50      | \$ 2,000.00       | \$ 5.00      | \$ 4,000.00       |
| 228                                    | Salvage & Reinstall or Relocate existing Traffic Sign/Markers Assemblies | 30    | EA    | \$ 350.00    | \$ 10,500.00      | \$ 400.00    | \$ 12,000.00      | \$ 450.00    | \$ 13,500.00      |
| 229                                    | Construction Contingency   | 1     | LS    | \$ 75,000.00 | \$ 75,000.00      | \$ 75,000.00 | \$ 75,000.00      | \$ 75,000.00 | \$ 75,000.00      |
| <b>SUBTOTAL SIDEWALK IMPROVEMENTS:</b> |  |       |       | <b>\$</b>    | <b>542,050.00</b> | <b>\$</b>    | <b>680,950.00</b> | <b>\$</b>    | <b>793,300.00</b> |

**BID TABULATION REPORT**

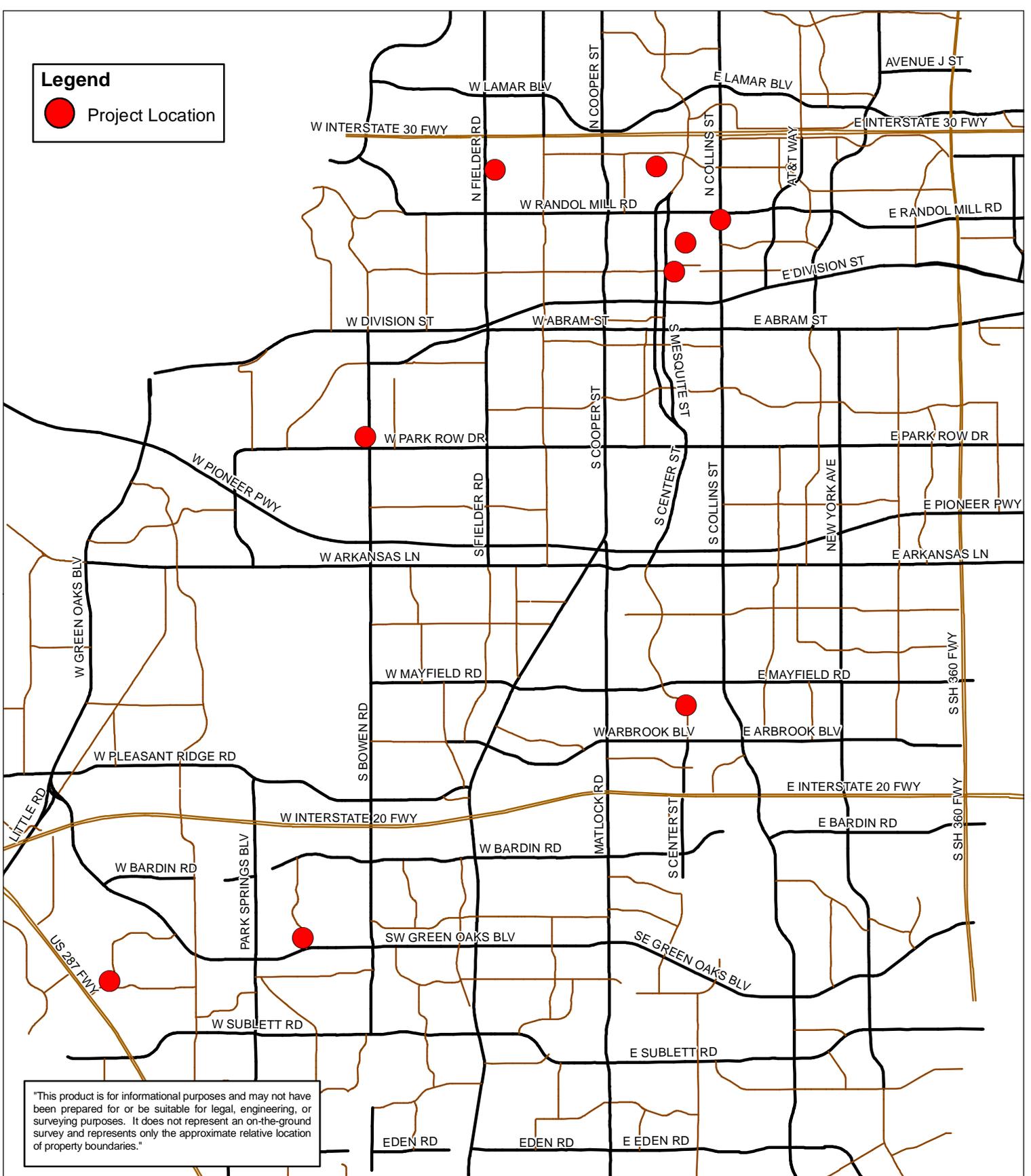
**2016 SIDEWALK PROGRAM  
PROJECT No. PWSW16001**

BID OPENED: August 24, 2016 @ 2:00 P.M.

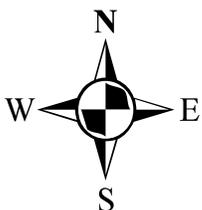
|                                 | <i>KEN-DO CONTRACTING LP</i><br>Desoto, TX 75115 | <i>XIT PAVING &amp; CONSTRUCTION, INC.</i><br>Waxahachie, TX 75165 | <i>AXIS CONTRACTING, INC</i><br>Dallas, TX 75336 |
|---------------------------------|--|--|--|
| <b>TOTALS</b>                   |  |  |  |
| SUBTOTAL MOBILIZATION & SWPPP : | \$ 45,000.00                                     | \$ 45,000.00   | \$ 45,000.00                                     |
| SUBTOTAL SIDEWALK IMPROVEMENTS: | \$ 542,050.00                                    | \$ 680,950.00  | \$ 793,300.00                                    |
| <b>TOTAL BASE BID AMOUNT</b>    | <b>\$ 587,050.00</b>                             | <b>\$ 725,950.00</b>   | <b>\$ 838,300.00</b>                             |

**Legend**

 Project Location



"This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries."



**2016 Sidewalk Program  
Project No. PWSW16001  
Location Map**



Prepared By:  
PWT Engineering Operations  
8/26/2016



# Staff Report

|   |                                       |
|---|---------------------------------------|
| <b>Purchase of 23 Vehicles, Bid Project 16-0169</b> |                                       |
| City Council Meeting Date: 9-20-16                  | Action Being Considered: Minute Order |

## **RECOMMENDATION**

Authorize the City Manager or his designee to approve the purchase of 23 vehicles in the estimated amount of \$613,220.50.

- 15 vehicles will be purchased with Caldwell County Chevrolet of Caldwell, Texas, through the Texas Local Government Purchasing Cooperative (TLGPC) in the estimated amount of \$429,946.
- Eight vehicles will be purchased with Silsbee Ford, Inc. of Silsbee, Texas, through the Texas Local Government Purchasing Cooperative (TLGPC) in the estimated amount of \$183,274.50.

## **PRIOR BOARD OR COUNCIL ACTION**

On June 25, 2002, the City Council passed Resolution 02-314, authorizing the City of Arlington to participate in the TLGPC.

## **ANALYSIS**

This purchase is for 23 new vehicles in various makes and models. Eight (8) vehicles will be additions to fleet, for various departments throughout the City. The remaining (15) vehicles will replace existing units that have exceeded their useful service life.

The City's fleet management contract defines replacement parameters (age and usage) for every vehicle in the fleet. The City risks increased annual maintenance cost if aged fleet is not replaced. All new vehicles meet the most current U.S. EPA's Emission standards for pollutant emissions for both gasoline and diesel engines.

## **FINANCIAL IMPACT**

Caldwell County Chevrolet and Silsbee Ford, Inc. and are both under contract with the TLGPC and will provide the replacement vehicles for a total estimated amount of \$613,220.50. This is a one-time purchase. No additional maintenance and fuel costs will be incurred for the 15 replacement vehicles; however, annual maintenance and fuel costs will be incurred for the 8 additions to fleet. Upon expiration of the one-year warranty/maintenance agreement, annual maintenance cost for the 8 vehicles is estimated at \$22,936 and fuel cost is estimated at \$20,000. The total cost per year is estimated at \$5,367 for each vehicle. The projected financial impact is as follows:

|                |                |                |
|----------------|----------------|----------------|
| <u>FY 2016</u> | <u>FY 2017</u> | <u>FY 2018</u> |
| \$51,101.71    | \$562,118.79   | \$42,936.00    |

Funds are budgeted in Fleet Services Administration Account No. 790101-68200 and Stormwater Management Account No. 300102-68200 and subject to FY2017 budget approval.

## **ADDITIONAL INFORMATION**

|                                     |                          |
|-------------------------------------|--------------------------|
| Attached:                           | Vehicle Replacement List |
| Under separate cover:               | None                     |
| Available in the Purchasing office: | Bid file                 |
| Notarized 1295 Form                 | Yes                      |
| MWBE:                               | No                       |

**STAFF CONTACT(S)**

Mindy Carmichael, P.E., Director  
Public Works & Transportation  
817-459-6552

[Mindy.Carmichael@arlingtontx.gov](mailto:Mindy.Carmichael@arlingtontx.gov)

Will Velasco, CPPB  
Sr. Purchasing Agent  
817-459-6303

[Will.Velasco@arlingtontx.gov](mailto:Will.Velasco@arlingtontx.gov)

Mike Finley  
Director of Finance  
817-459-6345

[Mike.Finley@arlingtontx.gov](mailto:Mike.Finley@arlingtontx.gov)

**2016/2017**

**Vehicle Replacement List**

| Unit # | Dept. Acct. | Dept. Name             | Year | Make  | Model         | Description             | Current Mileage | Date in Service | Life Expectancy In Months | Months Remaining | Replacement Vehicle   |
|--------|-------------|------------------------|------|-------|---------------|-------------------------|-----------------|-----------------|---------------------------|------------------|-----------------------|
| 2840   | 350304      | PW-INSPEC              | 2007 | FORD  | F150-White    | Fleetside 1/2 T         | 98,754          | 05/08/2007      | 120                       | Over by Miles    | 2017 F150             |
| 2843   | 350304      | PW-INSPEC              | 2007 | FORD  | F150-White    | Fleetside 1/2 T         | 93,459          | 05/08/2007      | 120                       | Over by Miles    | 2017 F150             |
| 2845   | 350304      | PW-INSPEC              | 2007 | FORD  | F150-White    | Fleetside 1/2 T         | 90,674          | 05/09/2007      | 120                       | Over by Miles    | 2017 F150             |
| 2827   | 350304      | PW-INSPEC              | 2007 | CHEVY | C1500-White   | Hybrid PU 1/2 T         | 93,639          | 06/30/2006      | 120                       | Over by Miles    | 2017 C1500            |
| 2773   | 502702      | PARKS                  | 2006 | FORD  | F-250-White   | Fleetside 3/4 T         | 99,507          | 08/24/2005      | 120                       | Over by Miles    | 2017 F250             |
| 2774   | 502702      | PARKS                  | 2006 | FORD  | F-250-White   | Fleetside 3/4 T         | 91,053          | 08/24/2005      | 120                       | Over by Miles    | 2017 F250             |
| 2775   | 502712      | PARKS                  | 2006 | FORD  | F-250-White   | Fleetside 3/4 T         | 99,374          | 08/24/2005      | 120                       | Over by Miles    | 2017 F250             |
| 2685   | 502702      | PARKS                  | 2004 | CHEVY | C2500-White   | Fleetside 3/4 T         | 93,036          | 05/27/2004      | 120                       | Over by Miles    | 2017 C2500 HD         |
| 2682   | 502702      | PARKS                  | 2004 | CHEVY | C2500-White   | Fleetside 3/4 T         | 90,966          | 05/26/2004      | 120                       | Over by Miles    | 2017 C2500 HD         |
| 3048   | 180201      | MR-KNOWLEDGE SERVICES  | 2011 | DODGE | Grand Caravan | Van Cargo 1/2 T         | 81,660          | 11/01/2011      | 120                       | Over by Miles    | 2017 T-150 Van        |
| 2554   | 300102      | PW-STORMWATER          | 2008 | CHEVY | C1500-White   | Fleetside 1/2 T Ext Cab | 93,324          | 09/23/2008      | 120                       | Over by Miles    | 2017 C1500 Ext Cab    |
| 2111   | 350203      | PW-TRAFFIC ENGINEERING | 1999 | CHEVY | C1500-White   | Fleetside 1/2 T         | 89,934          | 1/9/1999        | 120                       | 0                | 2017 C1500            |
| 2694   | 350408      | PW-FACILITY            | 2004 | CHEVY | C2500-White   | Utility 3/4 T           | 77,299          | 5/26/2004       | 120                       | 0                | 2017 2500 EXPRESS VAN |
| 2697   | 350408      | PW-FACILITY            | 2004 | CHEVY | C2500-White   | Utility 3/4 T           | 82,298          | 5/26/2004       | 120                       | 0                | 2017 2500 EXPRESS VAN |
| 2698   | 350408      | PW-FACILITY            | 2004 | CHEVY | C2500-White   | Utility 3/4 T           | 73,601          | 5/27/2004       | 120                       | 0                | 2017 2500 EXPRESS VAN |

**New Vehicles List**

| Unit # | Dept. Acct. | Dept. Name           | Year | Make  | Model       | Description             | Current Mileage | Date in Service | Life Expectancy In Months | Months Remaining | Purpose      |
|--------|-------------|----------------------|------|-------|-------------|-------------------------|-----------------|-----------------|---------------------------|------------------|--------------|
| TBD    | 410201      | CDP-HEALTH SERVICES  | 2017 | FORD  | Escape      | SUV                     | 0               | n/a             | 120                       | n/a              | Field work   |
| TBD    | 350408      | PW-FACILITY          | 2017 | CHEVY | C1500-White | Fleetside 1/2 T Ext Cab | 0               | n/a             | 120                       | n/a              | Field work   |
| TBD    | 110201      | MANAGEMENT RESOURCES | 2017 | CHEVY | Tahoe       | SUV                     | 0               | n/a             | 120                       | n/a              | Pool vehicle |
| TBD    | 790101      | PW-FLEET             | 2017 | CHEVY | C1500-White | Fleetside 1/2 T Ext Cab | 0               | n/a             | 120                       | n/a              | New staff    |
| TBD    | 220101      | FIRE                 | 2017 | CHEVY | C2500-White | Utility 3/4 T           | 0               | n/a             | 120                       | n/a              | New staff    |
| TBD    | 220101      | FIRE                 | 2017 | CHEVY | C2500-White | Utility 3/4 T           | 0               | n/a             | 120                       | n/a              | New staff    |
| TBD    | 220101      | FIRE                 | 2017 | CHEVY | C2500-White | Utility 3/4 T           | 0               | n/a             | 120                       | n/a              | New staff    |
| TBD    | 220101      | FIRE                 | 2017 | CHEVY | C2500-White | Utility 3/4 T           | 0               | n/a             | 120                       | n/a              | New staff    |



# Staff Report

|  |                                       |
|--|---------------------------------------|
| <b>Purchase and Installation of Backup Generator for Municipal Office Tower, Bid Project 16-0170</b> |                                       |
| City Council Meeting Date: 9-20-16   | Action Being Considered: Minute Order |

## **RECOMMENDATION**

Authorize the City Manager or his designee to approve the purchase and installation of a stationary backup generator for the Municipal Office Tower with Brandt Companies, LLC of Dallas, Texas, through the State of Texas Cooperative Purchasing Program in the estimated amount of \$325,000.

## **PRIOR BOARD OR COUNCIL ACTION**

On April 01, 2008, the City Council adopted Resolution 08-102, allowing the City of Arlington to continue participating in the State of Texas Cooperative Purchasing Program.

## **ANALYSIS**

This purchase is for a 300 KW backup generator for the Municipal Office Tower located at 101 South Mesquite Street. During a routine weekly test, the existing backup generator's alternator failed leaving the generator incapable of providing any emergency backup power to the facility. A temporary rental generator was immediately installed. Based on the existing generator's failure and cost to repair it, the amount of run time hours on the generator, and its service life, City staff recommends replacement of the generator. A new larger generator will allow the building to power its primary emergency functions such as elevators, lighting and fire pumps, as well as provide backup power to the entire facility to prevent degradation of service in the event of power loss.

## **FINANCIAL IMPACT**

By utilizing the State of Texas Cooperative Purchasing Program through Brandt Companies, LLC, the City of Arlington will be able to purchase and install the backup generator for the estimated amount of \$325,000. This is a one-time purchase; therefore, no financial impact is anticipated in future fiscal years directly related to this purchase.

FY 2016  
\$325,000

FY 2017  
\$0

FY 2018  
\$0

Funds are budgeted in Public Works Account No. 760104-68100.

## **ADDITIONAL INFORMATION**

|                                     |          |
|-------------------------------------|----------|
| Attached:                           | None     |
| Under separate cover:               | None     |
| Available in the Purchasing office: | Bid file |
| Notarized 1295 Form:                | Yes      |
| MWBE:                               | No       |

## **STAFF CONTACT(S)**

Mindy Carmichael, P.E., Director  
Public Works & Transportation  
817-459-6552  
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[Will.Velasco@arlingtontx.gov](mailto:Will.Velasco@arlingtontx.gov)

Mike Finley  
Director of Finance  
817-459-6345  
[Mike.Finley@arlingtontx.gov](mailto:Mike.Finley@arlingtontx.gov)



# Staff Report

|  |                                       |
|--|---------------------------------------|
| <b>Removal, Disposal and Installation of Underground Fuel Storage Tanks, Bid Project 16-0162</b> |                                       |
| City Council Meeting Date: 9-20-16   | Action Being Considered: Minute Order |

**RECOMMENDATION**

Authorize the City Manager or his designee to approve the removal and disposal of three underground fuel storage tanks, and three adjacent oil underground storage tanks and the installation of two new aboveground fuel storage tanks with D&H United Fueling Solutions of Grand Prairie, Texas, in the estimated amount of \$324,543.

**PRIOR BOARD OR COUNCIL ACTION**

None.

**ANALYSIS**

This purchase is for the removal and disposal of three (3) 12,000 gallon underground fuel storage tanks, including dispensers, components, and all electrical modifications, the removal of the three adjacent oil underground storage tanks that are no longer in use and the installation of the two new 12,000 gallon aboveground fuel tanks at the South Service Center located at 1100 S.W. Green Oaks Boulevard. The Texas Commission on Environmental Quality (TCEQ) advises that unused underground storage tanks be permanently removed. The removal of all underground storage tanks at this location will aid in minimizing potential risks in the City's operations and impact on the environment.

Prior to the initiation of the site work, D&H United Fueling Solutions shall submit to the TCEQ, a written 30-day underground fuel storage tank construction notification, and alert the regional office 24 to 72 hours prior to removal of the fuel tanks.

|   |                         |
|---|-------------------------|
| Bid closed:                               | August 4, 2016, 2:00 pm |
| Vendors notified through Demand Star:     | 216                     |
| Vendors notified through Supplier Portal: | 379                     |
| Bids received:                            | 3                       |

| VENDOR   | MWBE  | TOTAL            |
|--|-------|------------------|
| <b>D&amp;H United Fueling Solutions<br/>Grand Prairie, Texas</b> | No    | <b>\$324,543</b> |
| Unified Services of Texas<br>Southlake, Texas                    | *Yes  | Non-responsive   |
| W. Two Plus, Inc.<br>Kennedale, Texas                            | **Yes | Non-responsive   |

\* American Indian  
\*\* Woman-Owned

**FINANCIAL IMPACT**

D&H United Fueling Solutions returned the only responsive bid in the amount of \$324,543. The Public Works and Transportation Department and the Purchasing Division agree that D&H United Fueling Solutions has met bid specification requirements. This is a one-time purchase; therefore, no financial impact is anticipated in future fiscal years directly related to this purchase.

FY 2016  
\$324,543

FY 2017  
\$0

FY 2018  
\$0

Funds are budgeted in Public Works and Transportation Account No. 760104-68100.

**ADDITIONAL INFORMATION**

|                                       |          |
|---------------------------------------|----------|
| Attached:                             | None     |
| Under separate cover:                 | None     |
| Available in the Purchasing Division: | Bid file |
| Notarized Form 1295:                  | Yes      |

**STAFF CONTACT(S)**

Mindy Carmichael, P.E., Director  
Public Works & Transportation  
817-459-6552  
[Mindy.Carmichael@arlingtontx.gov](mailto:Mindy.Carmichael@arlingtontx.gov)

Will Velasco, CPPB  
Sr. Purchasing Agent  
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Mike Finley  
Director of Finance  
817-459-6345  
[Mike.Finley@arlingtontx.gov](mailto:Mike.Finley@arlingtontx.gov)

# Staff Report



|   |  |
|---|--|
| <b>Contract Modification No.2 to the Engineering Services Contract for the Texas Rangers Parking Lot R; Project No. PWST16010</b> |  |
|---|--|

|                                     |                                       |
|-------------------------------------|---------------------------------------|
| City Council Meeting Date: 09/20/16 | Action Being Considered: Minute Order |
|-------------------------------------|---------------------------------------|

**RECOMMENDATION**

Authorizing the City Manager or his designee to execute Contract Modification No. 2 to the engineering services contract with Mycoskie McInnis Associates, Inc. (MMA), of Arlington, Texas, for the design of Texas Rangers Parking Lot R project, in the amount of \$34,200.

**PRIOR BOARD OR COUNCIL ACTION**

On June 7, 2016, Council approved Resolution No. 16-115 authorizing the execution of an Interlocal Agreement with Tarrant County in the estimated amount of \$25,000 relative to the resurfacing of a City parking lot leased to the Texas Rangers for Parking Lot R.

On June 28, 2016, Council approved Minute Order No. MO06282016-015 authorizing the execution of Contract Modification No. 1 to the engineering services contract with Mycoskie McInnis Associates, Inc. (MMA), of Arlington, Texas, for the design of Texas Rangers Parking Lot R project, in the amount of \$58,500.

**ANALYSIS**

The Department of Public Works and Transportation has coordinated with Tarrant County Precinct 2 to construct a parking lot located at the southwest corner of Cowboys Way and Stadium Drive. This joint project includes subgrade preparation and asphalt surfacing of approximately 64,000 square yards. This lot will replace parking that will be lost due to the construction of Texas Live. The City will bid the miscellaneous concrete items, storm drainage improvements, lighting and landscaping with a separate contract.

Due to the time constraints for completing the project prior to the Texas Rangers' 2017 baseball season, staff initiated an engineering services contract with MMA in the amount of \$24,500 to immediately start the survey work, preliminary site, and grading plan in order for Tarrant County to be able to start construction in July 2016. Contract Modification No.1 completed the design plans which includes the paving and drainage plan, water & sanitary sewer, lighting and landscaping plan.

Since Tarrant County began construction for the site grading and excavation in July 2016, there is a need for additional construction survey staking for the grading and pavement improvements and survey staking for the proposed storm drainage improvements. Additional services also include completing the Storm Water Pollution Prevention Plan (SWPPP), tree mitigation plan and construction administration.

|                             |                  |
|-----------------------------|------------------|
| Original Contract Amount    | <b>\$24,500</b>  |
| Contract Modification No. 1 | \$58,500         |
| Contract Modification No. 2 | \$34,200         |
| <b>Revised Total</b>        | <b>\$117,200</b> |

**FINANCIAL IMPACT**

Subject to FY 2017 budget approval, funding is available in Street Maintenance General Fund Account No. 728502-63132-35100199.

| <u>FY 2016</u> | <u>FY 2017</u> | <u>FY 2018</u> |
|----------------|----------------|----------------|
| \$0            | \$34,200       | \$0            |

**ADDITIONAL INFORMATION**

|   |  |
|---|--|
| Attached:                                 | Contract Modification No. 2 with Attachment Location Map |
| Under separate cover:                     | None   |
| Available in the City Secretary's Office: | None   |

**STAFF CONTACT(S)**

|   |  |
|---|--|
| Mindy Carmichael, P.E., Director<br>Public Works & Transportation<br>817-459-6552<br><a href="mailto:Mindy.Carmichael@arlingtontx.gov">Mindy.Carmichael@arlingtontx.gov</a> | Keith E. Brooks, P.E., Assistant Director<br>Public Works & Transportation<br>817-459-6535<br><a href="mailto:Keith.Brooks@arlingtontx.gov">Keith.Brooks@arlingtontx.gov</a> |
|---|--|



THE STATE OF TEXAS §

COUNTY OF TARRANT §

CONTRACT MODIFICATION NO. 2

THIS CONTRACT MODIFICATION NO. 2 is made and entered into this 20<sup>th</sup> day of September, 2016, by and between the CITY OF ARLINGTON, Tarrant County, Texas, a municipal corporation, hereinafter called "CITY" and MYCOSKIE MCINNIS ASSOC., INC., whose address is 200 EAST ABRAM ST, ARLINGTON, TX 76010.

W I T N E S S E T H:

WHEREAS, On May 20, 2016, CITY and MYCOSKIE MCINNIS ASSOC., INC. entered into an Engineering Services Contract (as amended, hereinafter referred to as "Contract") for the design of the Texas Rangers Parking Lot R, Project No: PWST16010 and

WHEREAS, CITY and MYCOSKIE MCINNIS ASSOC., INC. desire to modify the Contract in certain respects as set forth herein; NOW THEREFORE,

I.

The Contract is incorporated herein as if written word for word. Except as provided below, all other terms and conditions of the Contract shall remain unchanged and shall remain in full force and effect. In the event of any conflict or inconsistency between the provisions set forth in the modification and the Contract, this modification shall govern and control. In consideration of the foregoing, and for other good and valuable consideration, the parties agree as follows:

MYCOSKIE MCINNIS ASSOC., INC. will perform additional services as described in Attachment "A" and other attachments with scope details. Any change in Contract Days is also reflected in Attachment "A". Attachment "A" is incorporated herein as if written word for word.

II.

Payment for additional services will not exceed \$34,200.00.

*{signature page as follows}*

This Modification shall commence upon the day first written above and continue in full force and effect until termination in accordance with the provisions of the Contract.

Approved by:

**City Of Arlington**

**MYCOSKIE MCINNIS ASSOC., INC.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Mindy G. Carmichael, P.E.

\_\_\_\_\_  
Roger McInnis, P.E.

Printed name

Printed name

\_\_\_\_\_  
Director of Public Works & Transportation

\_\_\_\_\_  
Vice President

Title

Title

\_\_\_\_\_  
MARY W. SUPINO, City Secretary

APPROVED AS TO FORM:  
TERIS SOLIS, City Attorney

BY \_\_\_\_\_  
Signature

Copy: MYCOSKIE MCINNIS ASSOC INC  
City Secretary's Office

THE STATE OF TEXAS §

Acknowledgment

COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Roger McInnis, P.E.,  who is known to me or  who was proved to me on the oath of \_\_\_\_\_ (name of person identifying the acknowledging person) or  who was proved to me through \_\_\_\_\_ (description of identity card or other document issued by the federal or state government containing the picture and signature of the acknowledging person) to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Notary Public In and For The State of Texas

\_\_\_\_\_  
Notary's Printed Name

THE STATE OF TEXAS §

City Acknowledgment

COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Mindy G. Carmichael, P.E., known to me to be a person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed same for and as the act of the City of Arlington, Texas, a Texas municipal corporation, and as Director of Public Works and Transportation thereof, and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Notary Public In and For The State of Texas

\_\_\_\_\_  
Notary's Printed Name

**Attachment A:**

|  |                            |
|--|----------------------------|
| Project: Texas Rangers Parking Lot R             | Project No: PWST16010      |
| Phase: Design                                    | Date of Change: 09/06/2016 |
| Commitment: PO01                                 | Change No: CM - 00003      |
| Vendor: MYCOSKIE MCINNIS ASSOC INC<br>5483       | Vendor ID: 5483            |
| Description: Engineering Services Contract w/MMA |                            |

| Item # | Description                                  | Unit Price | UOM | Quantity | Change Amount |
|--------|--|------------|-----|----------|---------------|
| 011    | Reimbursable Expenses                        | \$ 1.00    | EA  | 1,000    | \$1,000.00    |
| 012    | SWPPP  | \$ 1.00    | EA  | 2,500    | \$2,500.00    |
| 013    | Construction Administration                  | \$ 1.00    | EA  | 4,000    | \$4,000.00    |
| 014    | Construction Surveying -<br>Grading & Paving | \$ 1.00    | EA  | 22,900   | \$22,900.00   |
| 015    | Construction Surveying -<br>Storm Sewer      | \$ 1.00    | EA  | 1,800    | \$1,800.00    |
| 016    | Tree Mitigation Survey                       | \$ 1.00    | EA  | 2,000    | \$2,000.00    |

|                                      |              |
|--------------------------------------|--------------|
| <b>Net Change in Contract Amount</b> | \$34,200.00  |
| <b>Revised Contract Amount</b>       | \$117,200.00 |
| <b>Net Change in Contract Days</b>   | 0            |
| <b>Revised Contract Days</b>         |              |

200 E. Abram Street  
Arlington, Texas 76010  
817-469-1671  
817-274-8757 Fax



August 4, 2016

Public Works and Transportation  
City of Arlington  
Arlington, TX 76010  
**Attention: Mr. Keith Brooks, P.E.**

**Re: Rangers Parking Lot R  
Contract Modification #2**

## PROPOSAL

Dear Mr. Brooks,

Mycoskie McInnis Associates, Inc. (MMA) is pleased to present the city of Arlington (CLIENT) this proposal for professional consulting services for proposed improvements at 608 Stadium Drive and 1701 East Sanford Street in Arlington, Texas (PROPERTY). MMA will provide civil engineering and landscape architectural services. We appreciate the opportunity to work with you on this project.

### I. CIVIL ENGINEERING SERVICES:

#### A. Reimbursable Expenses

Expenses incurred by MMA required to complete the project will be reimbursed to MMA by the CLIENT. These expenses may include but are not limited to: platting and filing fees, reprographic expense, deliveries, postage, mileage, aerials and photographic services

#### B. Storm Water Pollution Prevention Plan (SWPPP) or Narrative

MMA and/or Strategic Partner will prepare a Storm Water Pollution Prevention Plan, or narrative as required by the City of City. A Notice of Intent (NOI) for Storm Water Discharges as required by the Texas Commission on Environmental Quality (TCEQ) will be prepared for CLIENT execution if necessary.

#### C. Construction Administration

MMA will perform a maximum of 2 site visits/construction meetings at the request of CLIENT. MMA will provide one (1) punch list review site visit and one (1) follow up to confirm punch list is complete. MMA shall respond to the contractor's RFI's and shop drawing review during the construction process.

**II. CONSTRUCTION SURVEYING SERVICES**

**A. Grading and Paving**

**1. Mass Site Rough Grading**

One (1) set of grade stakes shall be set on 100' grid centers with grades (cut and/or fill) mark to finish grade.

**2. Mass Site Rough Grading Verifications**

Upon the Contractor's statement of completion of the mass grading operation, MMA will verify the subgrade elevations on 100' grid centers. MMA will set a grade stake in areas that are out of a tolerance range of 0.2' or as directed by site superintendent. Any re-verification shall be at the client expense. Charges for re-verification will be separated for Developer's benefit for possible back charge to Contractor. MMA will provide client with a grading exhibit reflecting the areas that are out of tolerance.

**3. Swale Grading Stakes (Swales A & B)**

MMA will provide one (1) set of swale grade stakes for approximately 1850 LF of swale alignment. These stakes will be set on 100' intervals and include offsets to swale centerline, with grade to flowline.

**4. Swale Grading Verifications (Swales A & B)**

Upon the Contractor's statement of completion of Swales A & B, MMA will verify the final swale at 100' intervals. MMA will set a grade stake in areas that are out of a tolerance range of 0.2' or as directed by site superintendent. Any re-verification shall be at the client expense. Charges for re-verification will be separated for Developer's benefit for possible back charge to Contractor. MMA will provide client with a grading exhibit reflecting the areas that are out of tolerance.

**5. Final Paving / Parking Limits**

MMA will set final paving grades for the parking lot. This will include laying out and grading a 60' grid across the site. All grades (cuts / fills) set will be marked to finish paving grade. Parking concrete band will be staked with offsets and reference a top of pavement elevation as noted on the approved plan.

**6. JC-8 Bank Grading**

One (1) set of grade stakes shall be set on 25-50' intervals with grades (cut and/or fill) mark to finish grade.

**7. Erosion Control**

MMA will set stakes at 150' intervals along the perimeter of the 17 acre site for contractor. Contractor will use for reference when laying out site erosion control.

**8. Light Poles**

MMA will stake approximately 27 light poles on site. A centerline location will be set and marked.

## Attachment "A"

### B. Storm Sewer Stakes

MMA will provide one (1) complete set of alignment and grade stakes for drainage structures located at the north and southwest corner of the project. This will consist of 2 wye inlets on the north and 1 at the southwest corner.

**PARKING LOT STRIPING IS NOT INCLUDED IN THIS SCOPE**

### III. LANDSCAPE ARCHITECTURE SERVICES:

#### A. Tree Mitigation Plan Update—30' Buffer

MMA will update the current tree mitigation plan to include a 30' buffer along Richard Greene Linear Park. MMA will field locate all "protected" trees over 6-inch caliper. These plans will be included with the On-Site Civil Construction Plan documents.

## COMPENSATION

### A. Payment Terms

CLIENT will pay MMA a lump sum fee for the scope listed above:

#### CIVIL ENGINEERING SERVICES:

|                                |          |
|--------------------------------|----------|
| A. Reimbursable Expenses       | \$ 1,000 |
| B. SWPPP                       | \$ 2,500 |
| C. Construction Administration | \$ 4,000 |

#### CONSTRUCTION SURVEYING SERVICES

|                       |          |
|-----------------------|----------|
| A. Grading and Paving | \$22,900 |
| B. Storm Sewer Stakes | \$ 1,800 |

#### LANDSCAPE ARCHITECTURE SERVICES:

|   |         |
|---|---------|
| A. Tree Mitigation Plan Update—30' Buffer | \$2,000 |
|---|---------|

Monthly invoices will be issued by MMA.

# Attachment "A"

## MMA Hourly Rates 2016

|                                |                    |
|--------------------------------|--------------------|
| Zoning Consultant              | \$ 225.00 per hour |
| Principal                      | \$ 175.00 per hour |
| Project Manager                | \$ 140.00 per hour |
| Project Engineer               | \$ 125.00 per hour |
| Landscape Architect            | \$ 120.00 per hour |
| Landscape Designer             | \$ 85.00 per hour  |
| Engineer/Surveyor in Training  | \$ 95.00 per hour  |
| Planner                        | \$ 100.00 per hour |
| Surveyor                       | \$ 125.00 per hour |
| Survey Field Party (3-man) GPS | \$ 160.00 per hour |
| Survey Field Party (2-man) GPS | \$ 135.00 per hour |
| Survey Field Party (1-man) GPS | \$ 110.00 per hour |
| Survey Field Party (3-man)     | \$ 135.00 per hour |
| Survey Field Party (2 man)     | \$ 115.00 per hour |
| Technician III                 | \$ 95.00 per hour  |
| Technician II                  | \$ 80.00 per hour  |
| Technician I                   | \$ 70.00 per hour  |
| Project Assistant              | \$ 60.00 per hour  |
| Clerical                       | \$ 50.00 per hour  |

### B. Additional Services

Any requested services not included in this agreement, including but not limited to the Exclusions stated in this proposal, will be performed and billed at a cost determined upon the time of the request. Additional services will not begin until written authorization from the CLIENT has been received.

The following are a list of items not included in our scope of services but may need to be addressed at some point in the approval process:

- All negotiations and coordination with adjoining property owners
- Easements and Easement Documents
- Platting
- Off-site improvements
- Detention analysis and design
- Flood studies and FEMA processing and permitting
- Downstream Assessment
- Waters of the U.S. and wetland determination
- Storm Water Pollution Prevention Plan (SWPPP) or Narrative
- Structural design of retaining walls
- Traffic Impact Analysis
- Traffic Management Plan
- Geotechnical Report
- Environmental Assessment Report
- Fire Protection Plan

- Bridge Crossing
- Permitting coordination
- Bid documents
- Signage design and permitting
- Structural design of High Mast Light Foundations
- Electrical design
- Off-site utility design
- Franchise Utility Coordination
- Construction Administration

**C. Reimbursable Expenses**

Expenses incurred by MMA required to complete the project will be reimbursed to MMA by the CLIENT at the following rates:

|                 |                    |                     |                  |
|-----------------|--------------------|---------------------|------------------|
| Bond Plotting   | \$ 1.50 per sheet  | Bond Copies         | \$1.50 per sheet |
| Color Plotting  | \$ 10.00 per sheet | Xerox Copies        | \$0.15 per side  |
| Vellum Plotting | \$ 8.00 per sheet  | Mileage             | \$0.56 per mile  |
| Mylar Plotting  | \$ 12.00 per sheet | Sub-Contractor Cost | + 10%            |

Other direct expenses are reimbursed at cost plus 15%. These services may include but are not limited to: plating and filing fees, outside reprographic expense, deliveries, postage, travel, meals and photographic services.

Attachment "A"

MMA appreciates the opportunity to submit this proposal and looks forward to working with you on this project. If this proposal meets with your approval, please sign both copies in the approval space and return one for our files. This proposal is valid for 30 days from the date of this proposal.

Sincerely,

**Mycoskie McInnis Associates, Inc.**



Name: Roger McInnis

Title: Vice President

Date: 9/8/17

Client hereby requests and authorizes Mycoskie McInnis Associates, Inc. (MMA) to perform the services outlined in this proposal.

**Client:**

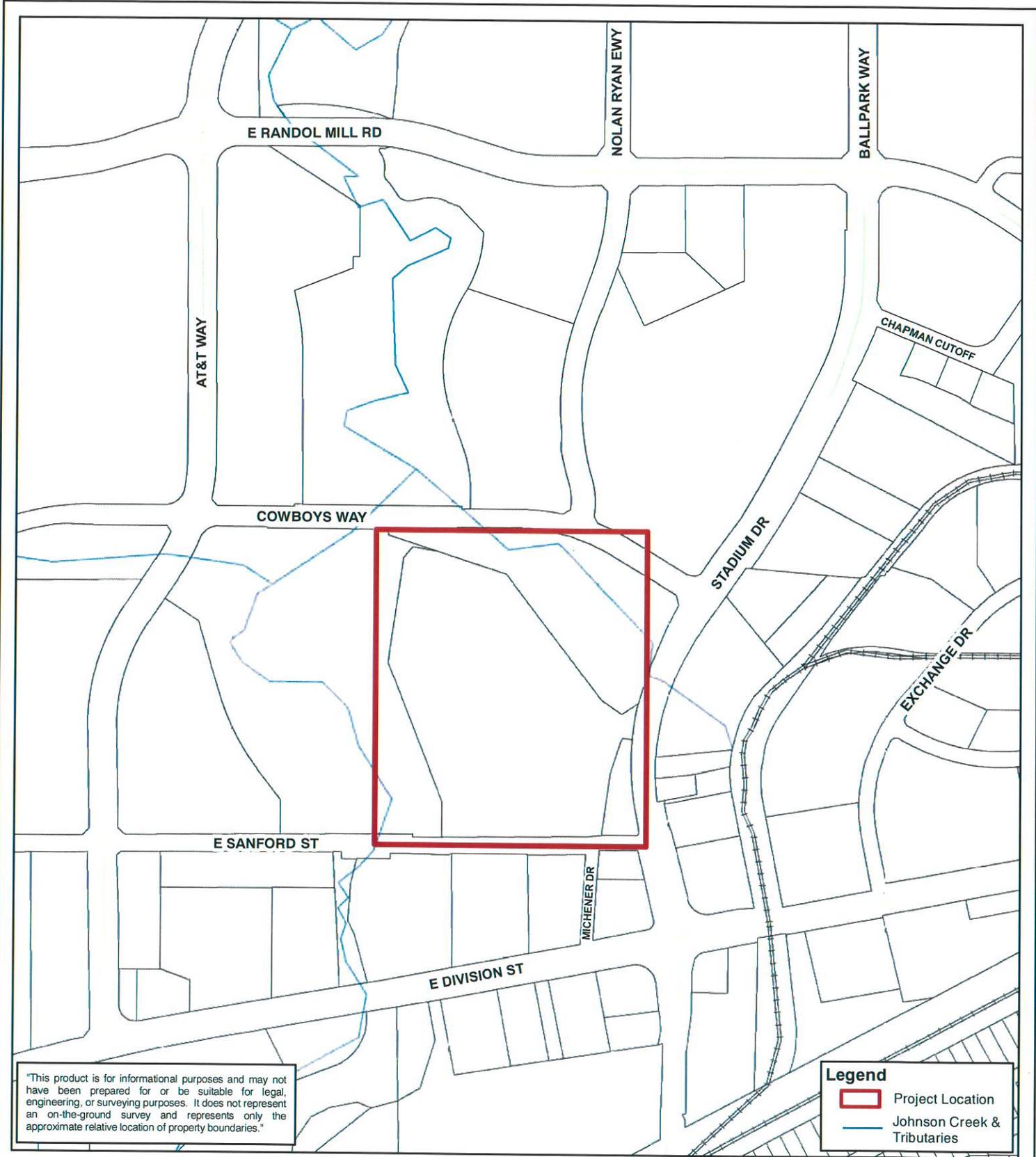
By: \_\_\_\_\_  
Name:

Title:

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

● Page 7

END OF DOCUMENT



"This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries."

**Legend**

- Project Location
- Johnson Creek & Tributaries



# Texas Rangers Lot R Location Map



Prepared By:  
PWT Engineering Operations  
5/24/2016

# Staff Report



|  |  |
|--|--|
| <b>Contract with The Polaris Group to Assist with Oversight and Evaluation of Ambulance Contractor Performance</b> |  |
|--|--|

|                                    |                                       |
|------------------------------------|---------------------------------------|
| City Council Meeting Date: 9-20-16 | Action Being Considered: Minute Order |
|------------------------------------|---------------------------------------|

## **RECOMMENDATION**

Approve a minute order authorizing the execution of a professional services contract with Public Safety Associates, LLC, d/b/a The Polaris Group out of Southern Shores, North Carolina for ambulance contract oversight and evaluation, in an amount not to exceed \$28,000.

## **PRIOR BOARD OR COUNCIL ACTION**

- On September 18, 2008, Council authorized the execution of a professional services contract with The Polaris Group to provide assistance with oversight and evaluation of the ambulance contractor's performance and with modifications to the ambulance contract services for an amount not to exceed \$28,000.
- On September 1, 2009, Council authorized the execution of a professional services contract with The Polaris Group to provide the same services for the same amount.
- On December 7, 2010, Council authorized the execution of a professional services contract with The Polaris Group to provide the same services for the same amount.
- On October 18, 2011, Council authorized the execution of a professional services contract with The Polaris Group to provide the same services for the same amount.
- On October 16, 2012, Council authorized the execution of a professional services contract with The Polaris Group to provide the same services for the same amount.
- On September 3, 2013, Council authorized the execution of a professional services contract with The Polaris Group to provide the same services for the same amount.
- On October 28, 2014, Council authorized the execution of a professional services contract with The Polaris Group to provide the same services for the same amount.
- On September 15, 2015, Council authorized the execution of a professional services contract with The Polaris Group to provide the same services for the same amount.

## **ANALYSIS**

On August 19, 2008, Council approved the execution of a contract for ambulance service with American Medical Response (AMR). The contract commenced on October 1, 2008. Diligent monitoring and evaluation of the contractor's performance has been critical. The scope of professional services proposed by The Polaris Group includes providing specialized expertise to assist with continued oversight and performance evaluation of the ambulance contractor. The implementation of health care reform is generating additional issues requiring specialized expertise.

The Fire Department received a Scope of Services Proposal from The Polaris Group to provide services related to contract oversight and evaluation of the ambulance contractor's performance from October 2016 through September 2017 for a fee of \$18,000, billable in

\$1,500 monthly increments, plus documented travel and out of pocket expenses not to exceed \$10,000. The contract is renewable upon mutual agreement of the City and The Polaris Group.

**FINANCIAL IMPACT**

The "Ambulance Service" Chapter of the City Code establishes a mechanism to fund enhancements to Arlington's EMS system. The ambulance contract includes penalties related to response requirements. Failure to meet the requirements results in assessments known as liquidated damages. Funds from liquidated damages, in the Emergency Physicians' Advisory Board account, are specifically to be used for the benefit of Arlington's EMS system. Funding is available in the Liquidated Damages and System Enhancement account number 790201-61043 at \$28,000.

FY 2017  
\$ 28,000

**ADDITIONAL INFORMATION**

|   |  |
|---|--|
| Attached:                                 | EMS Consultant Contract and Scope of Work Proposal |
| Under separate cover:                     | None   |
| Available in the City Secretary's Office: | None   |

**STAFF CONTACT(S)**

|   |   |
|---|---|
| Don Crowson<br>Fire Chief<br>817-459-5501<br><a href="mailto:don.crowson@arlingtontx.gov">don.crowson@arlingtontx.gov</a> | David Stapp<br>Assistant Fire Chief<br>817-459-5503<br><a href="mailto:david.stapp@arlingtontx.gov">david.stapp@arlingtontx.gov</a> |
|---|---|

THE STATE OF TEXAS §

Professional Services Contract

COUNTY OF TARRANT §

THIS CONTRACT is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the **CITY OF ARLINGTON, TEXAS**, a municipal corporation located in Tarrant County, Texas (hereinafter referred to as "CITY"), acting by and through its City Manager or his designee, and **Public Safety Associates, LLC /DBA/ The Polaris Group**, whose address is 273 North Dogwood Trail, Southern Shores, NC 27949, (hereinafter referred to as "CONSULTANT").

W I T N E S S E T H:

WHEREAS, CITY desires to obtain professional services in connection with oversight and evaluation of the CITY's contracted ambulance service provider (hereinafter referred to as "PROJECT"); and

WHEREAS, CONSULTANT is qualified to provide such services and is willing to undertake such services for CITY in exchange for fees hereinafter specified; NOW, THEREFORE,

THAT IN CONSIDERATION of the covenants and agreements hereinafter contained and subject to the terms and conditions hereinafter stated, the parties hereto do mutually agree as follows:

I.

Employment of Consultant

CONSULTANT will perform as an independent contractor all services under this Contract to the prevailing professional standards consistent with the level of care and skill ordinarily exercised by members of its profession, both public and private, currently practicing in the same locality under similar conditions, including reasonable, informed judgments and prompt, timely action. If CONSULTANT is representing that it has special expertise in one or more areas to be utilized in this Contract, then CONSULTANT agrees to perform those special expertise services to the appropriate local, regional or national professional standards.

II.

Scope of Services

The scope of services to be rendered under this Contract is set forth and shall be in accordance with the Proposal, attached hereto as **Exhibit "A"**.

All of the documents referred to above are incorporated herein as if written word for word. Deviations from the scope of services or other provisions of this Contract may only be made by written agreement signed by all parties to this Contract.

### **III.** **Compensation**

For and in consideration of the work performed hereunder, CITY agrees to pay to CONSULTANT for satisfactory completion of all services included in this Contract a total fee not to exceed **Twenty Eight Thousand Dollars** (\$28,000), including all travel and out of pocket expenses. In the cases where additional tasks are requested, CONSULTANT will not initiate work until authorized by CITY in writing to proceed.

CONSULTANT will bill CITY from time to time as outlined in **Exhibit "A"**; provided, however, that this Contract shall control in the event of any conflict between the language in **Exhibit "A"** and the language in this Contract. Invoices shall show the progress of the project and the percentage of completion on each work element or task.

If additional services, trips or expenses are requested, CONSULTANT will not provide such additional services until authorized by CITY in writing to proceed. The scope of services shall be strictly limited. CITY shall not be required to pay any amount in excess of the amount identified in the preceding paragraph unless CITY shall have approved in writing in advance (prior to the performance of additional work) the payment of additional amounts.

Within thirty (30) days of receipt of each such invoice, CITY shall make payments in the amount shown by CONSULTANT's approved statements and other documentation submitted.

Nothing contained in this Contract shall require CITY to pay for any work that is unsatisfactory as determined by CITY or which is not submitted in compliance with the terms of this Contract, nor shall failure to withhold payment pursuant to the provisions of this section constitute a waiver of any right, at law or in equity, which CITY may have if CONSULTANT is in default, including the right to bring legal action for damages or for specific performance of this Contract. Waiver of any default under this Contract shall not be deemed a waiver of any subsequent default.

If CITY disputes any invoice CITY shall timely pay the undisputed portion and promptly notify CONSULTANT in writing of

the nature of the dispute as to the remainder, and the parties will use their best efforts to resolve the dispute expeditiously.

**IV.**  
**Term**

The term of the contract shall be for 12 months unless it is terminated earlier in accordance with its terms. The parties can agree to extend the contract on a month to month basis at the end of the term until terminated or a new contract for term has been executed. The effective date of the contract shall be October 1, 2016.

**V.**  
**Termination**

CITY may terminate this Contract upon written notice to CONSULTANT. Upon receipt of termination notice, CONSULTANT shall stop all work in progress, including subcontracts. All finished or unfinished documents, data, studies, surveys, drawings, maps, reports, photographs, etc. prepared by CONSULTANT and all subcontractors will be delivered to CITY and shall become the property of CITY upon final payment to CONSULTANT. CITY shall pay CONSULTANT for all work performed in accordance with the provisions of this Contract prior to the date of termination. CONSULTANT shall invoice CITY for all work performed within thirty (30) days of termination notice. CITY shall not be responsible for payment of any invoices received after the expiration of thirty (30) days from notice of termination.

**VI.**  
**Ownership of Documents**

All drawings and specifications prepared or assembled by CONSULTANT under this Contract shall become the sole property of CITY and shall be delivered to CITY, without restriction on future use. CONSULTANT may retain in its files copies of all drawings, specifications and all other pertinent information for the work. Copies may be used for promotional purposes. Concepts and ideas embodied in the plans may be freely used by the CONSULTANT without restriction. CONSULTANT shall have no liability for changes made to the drawings, specifications and other documents by others subsequent to the completion of the Contract.

**VII.**  
**Insurance**

CONSULTANT shall purchase, maintain and keep in force during the term of this Contract such insurance as set forth below. CONSULTANT shall not commence work under this Contract until it has obtained all the insurance required under the Contract and such insurance has been approved by CITY; nor shall CONSULTANT allow any subcontractor to commence work on his subcontract until all similar insurance of the subcontractor has been obtained and approved. All insurance policies provided under this Contract shall be written on an "occurrence" basis.

1. Workers' Compensation, as required by law, with the policy endorsed to provide a waiver of subrogation as to the owner; Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease - each employee, and \$500,000 disease - policy limit.
2. Commercial General Liability Insurance, covering, but not limited to the indemnification provisions of this Contract, fully insuring CONSULTANT's liability for injury to or death of employees of CITY and third parties, extended to include personal injury liability coverage, and for damage to property of third parties, with a combined bodily injury and property damage minimum limit of \$1,000,000 per occurrence with an aggregate of not less than \$2,000,000. This policy shall have no coverages removed by exclusions. This policy shall be written with CITY as an additional insured and that the policy phrase "other insurance" shall not apply to CITY where CITY is an additional insured shown on the policy.
3. Automobile Liability Insurance, covering all vehicles to be used in performance of this contract with minimum limits equal to or greater than required by State law.
4. Professional Liability Insurance: CONSULTANT shall obtain and maintain at all times during the prosecution of the work under this Contract professional liability insurance. Limits of liability shall be \$1,000,000.00 per occurrence. Any such policy of insurance and the Declarations Page therefore shall identify if coverage is being provided on an "occurrence" or "claims-made" basis. If this coverage is being provided on a claims-made basis, CONSULTANT must maintain this policy for a period of two (2) years after the completion of the project or shall purchase the extended reporting period or "tail" coverage insurance providing equivalent coverage for the same period of time.

It is agreed by all parties to this Contract that the insurance required under this Contract shall:

- (a) Provide for thirty (30) days notice of cancellation to CITY, for nonpayment of premium, material change or any other cause.
- (b) Be written through companies duly authorized to transact that class of insurance in the State of Texas.
- (c) Waive subrogation rights for loss or damage so that insurers have no right to recovery or subrogation against CITY, it being the intention that the required insurance policies shall protect all parties to the Contract and be primary coverage for all losses covered by the policies.
- (d) Provide a Certificate of Insurance evidencing the required coverages to:

\_\_\_\_\_  
City of Arlington  
Post Office Box 90231, MS 04-0260\_\_\_\_\_  
Arlington, Texas 76004-3231

CITY reserves the right to review the insurance requirements of this section during the effective period of the Contract and to adjust insurance coverages and their limits when deemed necessary by CITY's Risk Manager based upon changes in statutory law, court decisions or the claims history of the industry as well as CONSULTANT.

**VIII.**  
**Right to Inspect Records**

CONSULTANT agrees that CITY shall have access to and the right to examine any directly pertinent books, documents, papers and records of CONSULTANT involving transactions relating to this Contract. CONSULTANT agrees that CITY shall have access during normal working hours to all necessary CONSULTANT facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. CITY shall give CONSULTANT reasonable advance notice of intended audits.

CONSULTANT further agrees to include in subcontract(s), if any, a provision that any sub-contractor or consultant agrees that CITY shall have access to and the right to examine any directly pertinent books, documents, papers and records of such consultant or sub-contractor involving transactions to the subcontract, and further, that CITY shall have access during normal working hours to all

consultant or sub-contractor facilities and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with the provisions of this paragraph. CITY shall give CONSULTANT or sub-contractor reasonable advance notice of intended audits.

**IX.**  
**Indemnity**

CONSULTANT undertakes and agrees to defend, indemnify and hold harmless CITY and any and all of their Boards, commissions, officers, agents, representatives, employees, volunteers and elected or appointed officials from and against any and all suits and causes of action, claims, charges, costs, damages, demands, expenses (including, but not limited to, Attorney's fees and cost of litigation), judgments, civil fines and penalties, liabilities or losses of any kind or nature whatsoever, for death, bodily injury or personal injury to any person, including CONSULTANT's employees and agents or damage or destruction to any property of either party hereto or third persons in any manner arising by reason of or incident in the performance of this Contract occasioned by any error, omission or negligent act on the part of CONSULTANT or CONSULTANT's officers, agents, employees or subcontractors of any tier.

**X.**  
**Independent Contractor**

CONSULTANT's status shall be that of an Independent Contractor and not an agent, servant, employee or representative of CITY in the performance of this Contract. No term or provision of or act of CONSULTANT or CITY under this Contract shall be construed as changing that status. CONSULTANT will have exclusive control of and the exclusive right to control the details of the work performed hereunder, and shall be liable for the acts and omissions of its officers, agents, employees, Contractors, subcontractors, and consultants, and that the doctrine of respondeat superior shall not apply between CITY and CONSULTANT, its officers, agents, employees, Contractors, subcontractors and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between CITY and CONSULTANT.

**XI.**  
**Default**

CITY reserves the right to terminate this Contract immediately upon breach of any term or provision of this Contract by CONSULTANT; or, if at any time during the term of this Contract, CONSULTANT shall fail to commence the work in accordance with the provisions of this Contract or fail to diligently provide SERVICES in an efficient, timely and

careful manner and in strict accordance with the provisions of this Contract or fail to use an adequate number or quality of personnel to complete the work or fail to perform any of its obligations under this Contract, then CITY shall have the right, if CONSULTANT shall not cure any such default after thirty (30) days written notice thereof, to terminate this Contract and complete the work in any manner it deems desirable, including engaging the SERVICES of other parties therefore. Any such act by CITY shall not be deemed a waiver of any other right or remedy of CITY. If after exercising any such remedy due to CONSULTANT's nonperformance under this Contract, the cost to CITY of the performance of the balance of the work is in excess of that part of the Contract sum which has not theretofore been paid to CONSULTANT hereunder, CONSULTANT shall be liable for and shall reimburse CITY for such excess, but in no event shall such excess exceed ten percent (10%) of the original Contract amount as set out in the Contract.

**XII.**  
**Changes**

CITY may, from time to time, require changes in the scope of the SERVICES to be performed under this Contract. Such changes as are mutually agreed upon by and between CITY and CONSULTANT shall be incorporated by written modification to this Contract.

**XIII.**  
**Conflict of Interest**

CONSULTANT covenants and agrees that CONSULTANT and its associates and employees will have no interest, and will acquire no interest, either direct or indirect, which will conflict in any manner with the performance of the SERVICES called for under this Contract. All activities, investigations and other efforts made by CONSULTANT pursuant to this Contract will be conducted by employees, associates or subcontractors of CONSULTANT.

**XIV.**  
**Mailing Address**

All notices and communications under this Contract to be mailed or delivered to CITY shall be sent to the address of CITY's agent as follows, unless and until CONSULTANT is otherwise notified:

City of Arlington  
Post Office Box 90231, MS 04-0260 \_\_\_\_\_  
Arlington, Texas 76004-3231  
Attention: Don Crowson, Fire Chief

---

Notices and communications to be mailed or delivered to CONSULTANT shall be sent to the address of CONSULTANT as follows, unless and until CITY is otherwise notified:

The Polaris Group  
273 North Dogwood Trail  
Southern Shores, NC 27949  
Attention: David A. Shrader, President

---

Any notices and communications required to be given in writing by one party to the other shall be considered as having been given to the addressee on the date the notice or communication is posted by the sending party.

**XV.**

**Successors and Assigns**

CITY and CONSULTANT each binds himself and his successors, executors, administrator and assigns to the other party of this Contract and to the successor, executors, administrators and assigns of such other party in respect to all covenants of this Contract. Neither CITY nor CONSULTANT shall assign or transfer its interest herein without the prior written consent of the other.

**XVI.**

**Applicable Law**

This Contract is entered into subject to the Charter and ordinances of CITY as they may be amended from time to time, and is subject to and is to be construed, governed and enforced under all applicable State of Texas and Federal laws. CONSULTANT will make any and all reports required per Federal, State or local law including, but not limited to, proper reporting to the Internal Revenue Service, as required in accordance with CONSULTANT's income. Situs of this Contract is agreed to be Tarrant County, Texas, for all purposes including performance and execution.

**XVII.**

**Severability**

If any of the terms, provisions, covenants, conditions or any other part of this Contract are held for any reason to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants, conditions or any other part of this Contract shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

**XVIII.**

## **Remedies**

No right or remedy granted herein or reserved to the parties is exclusive of any other right or remedy herein by law or equity provided or permitted, but each shall be cumulative of every other right or remedy given hereunder. No covenant or condition of this Contract may be waived without consent of the parties. Forbearance or indulgence by either party shall not constitute a waiver of any covenant or condition to be performed pursuant to this Contract.

## **XIX.**

### **Entire Agreement**

This Contract embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporaneous agreements between the parties relating to matters herein, and except as otherwise provided herein, cannot be modified without written agreement of the parties.

## **XX.**

### **Non-Waiver**

It is further agreed that one (1) or more instances of forbearance by CITY in the exercise of its rights herein shall in no way constitute a waiver thereof.

## **XXI.**

### **Headings**

The headings of this Contract are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

## **XXII.**

### **Venue**

The parties to this Contract agree and covenant that this Contract will be enforceable in Arlington, Texas; and that if legal action is necessary to enforce this Contract, exclusive venue will lie in Tarrant County, Texas.

## **XXIII.**

### **Equal Employment Opportunity**

CONSULTANT shall not discriminate against any employee or applicant for employment because of race, age, color, religion, sex, ancestry, national origin, place of birth or disability. CONSULTANT shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment without regard to their race, age, color, religion, sex, ancestry, national origin, place of birth or disability. This action shall include,

but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection of training, including apprenticeship.

**XXIV.**

**Procurement of Goods and Services from Arlington Businesses and/or Historically Underutilized Businesses**

In performing this Agreement, CONSULTANT agrees to use diligent efforts to purchase all goods and services from Arlington businesses whenever such goods and services are comparable in availability, quality and price.

As a matter of policy with respect to CITY Projects and procurements, CITY also encourages the use, if applicable, of qualified Contractors, subcontractors and suppliers where at least fifty-one percent (51%) of the ownership of such Contractor, sub-contractor or supplier is vested in racial or ethnic minorities or women. In the selection of subcontractors, suppliers or other persons in organizations proposed for work on this Agreement, CONSULTANT agrees to consider this policy and to use its reasonable and best efforts to select and employ such company and persons for work on this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands by their representatives duly authorized on the day and year first written above.

**THE POLARIS GROUP**\_\_\_\_\_

\_\_\_\_\_

BY: \_\_\_\_\_  
David A. Shrader  
President  
Tax ID No. 20-3759294

**CITY OF ARLINGTON, TEXAS**

BY \_\_\_\_\_  
THERON BOWMAN  
Deputy City Manager





## **City of Arlington Proposal**

The Polaris Group proposes to continue the long-term agreement with the City of Arlington to provide ongoing consultation involving EMS system design, ambulance contracting, communications operations and related emergency services. The purpose of this agreement is to provide continuity in the ongoing evaluation of each project and to provide outside expertise to assist the City and its Fire Department in managing the ambulance contract and other functions.

### **Scope of Work**

The Polaris Group and its president David Shrader will be available to City staff by teleconference, email, written correspondence and in person to assist in the evaluation of contractor performance and the operational performance of the EMS system as a whole. Specific tasks that may be performed to assist City staff include:

- Reviews of monthly, quarterly and annual contractor performance reports and documentation.
- Evaluate contractor performance.
- Enforcing contract provisions.
- Technical assistance in interpreting and possibly modifying contract terms.
- Negotiating contract adjustments.
- Conduct the annual and any interim Rate Review Processes.
- Review and interpret financial and operational reports and data.
- Participate in planning and review processes with City personnel.
- Assist in the development of new contract features and terms.
- Provide industry intelligence including: notice and evaluation of changes in healthcare reimbursement; the likely effects to the EMS system of the affordable Care Act; operational, financial and contracting performance and development related to the contractor and its competitors; changes in healthcare compliance matters.
- Other duties related to the original projects at City request.

Generally, the Scope of Work is expected to include approximately one full day of consultant's work per month.

**Deliverables**

In addition to teleconferences, meetings, e-mail and correspondence, The Polaris Group will submit a quarterly report of activities and accomplishments to the City. This report will include dates, events and the approximate time spent on City's issues each quarter.

**Term**

The term of the agreement will be 12 months beginning on the date of execution. The agreement may be renewed by mutual agreement.

**Compensation**

The Polaris Group proposes compensation for professional services in the form of a monthly payment of \$1,500 payable on the first of each month. Should the City require a substantial increase in the scope of consultant's services, the parties will confer to consider changes in the compensation. Expenses for travel or outside services requested by the City will be separately billable at cost after prior approval by City.

# Staff Report



|   |  |
|---|--|
| <b>Construction Contract for the Helen Wessler Creek Restoration and Bridge Installation; Project No. PWPL15001</b> |  |
|---|--|

|                                       |                                       |
|---------------------------------------|---------------------------------------|
| City Council Meeting Date: 09/20/2016 | Action Being Considered: Minute Order |
|---------------------------------------|---------------------------------------|

## **RECOMMENDATION**

Authorize the City Manager or his designee to execute a construction contract with ARK Contracting Services of Kennedale, Texas, for the Helen Wessler Creek Restoration and Bridge Installation in an amount not to exceed \$587,200. The contract includes a maximum bonus of \$7,200, for a possible contract total of \$594,400.

## **PRIOR BOARD OR COUNCIL ACTION**

On August 3, 2010, Council approved Minute Order No. MO08032010-010 authorizing the execution of an Engineering Services Contract with Espey Consultants, Inc., of Dallas, Texas, to develop a flood protection plan for the Cottonwood and Fish Creek Watersheds in an amount not to exceed \$302,000. The contract was reimbursed 50 percent by the Texas Water Development Board Flood Protection Planning Grant.

On March 17, 2015, Council approved Minute Order No. MO03172015-017 authorizing the execution of an Engineering Services contract with Pacheco Koch Consulting Engineers, Inc., of Dallas, Texas, for the Helen Wessler Drainage and Creek Stabilization Conceptual Study in an amount not to exceed \$44,300.80.

On September 15, 2015, Council approved Minute Order No. MO09152015-027 authorizing the execution of an Engineering Services Contract with Pacheco Koch Consulting Engineers, Inc., of Dallas, Texas, for the Helen Wessler Creek Stabilization Project in an amount not to exceed \$95,324.

On August 23, 2016, Council approved Minute Order No. MO08232016-016 authorizing the execution of a Memorandum of Understanding (MOU) with Arlington Independent School District (AISD) for AISD's share of improvements at Helen Wessler Park in the estimated amount of \$168,000.

## **ANALYSIS**

The City of Arlington is partnering with AISD for this maintenance project of branch CC-3 of Cottonwood Creek. The creek runs through Helen Wessler Park and has experienced significant erosion in recent years. The erosion has created unsafe conditions within the park and on the neighboring Veda Knox Elementary School site due to the loss of land. This construction project will help restore and stabilize the creek bank to prevent further encroachment of the creek into publicly maintained areas. The project also includes the installation of a pedestrian bridge across the creek for access between the park's playground and open field space. The pedestrian bridge will also provide a safe walking route to the school from the neighborhoods to the north.

Date of Bid: 08/31/2016  
 Number of Bids Received: 2  
 Number of Bids from Arlington Firms: 0  
 Bidder Prequalification: Yes  
 Engineer's Estimate: \$512,000  
 Range of Bids: \$587,200 to \$692,895  
 Low Bid: \$587,200  
 Recommended Low Bidder: ARK Contracting Services of Kennedale, Texas  
 Contract Scope: Construction of creek embankment, slope erosion protection, storm drain, and pedestrian bridge  
 Proposed Start Date: January 2017  
 Proposed End Date: March 2017  
 Contract Time: 60 calendar days  
 Liquidated Damages for Delay: \$240 per day  
 Bonus for Early Completion: \$240 per day  
 Maximum Bonus: \$7,200  
 Total: \$594,400

| VENDOR  | MWBE      | TOTAL            |
|---|-----------|------------------|
| <b>ARK Contracting Services, LLC<br/>Kennedale, Texas</b> | <b>No</b> | <b>\$587,200</b> |
| Klutz Construction, LLC of<br>Kennedale, Texas            | Yes – AS* | \$692,895        |

\*AS = Asian

**FINANCIAL IMPACT**

Funding is available in the following accounts:

Stormwater Utility Fund Account No. 308501-68151-11020199 \$150,000  
 Park Bond Account No. 508503-68101-53530599 \$444,400

The City executed an MOU with AISD where AISD agreed to fund approximately 33 percent of the total proposed construction. Based on the low bid, AISD's portion will be \$193,776, which will be reimbursed to the City.

| <u>FY 2017</u> | <u>FY 2018</u> | <u>FY 2019</u> |
|----------------|----------------|----------------|
| \$594,400      | \$0            | \$0            |

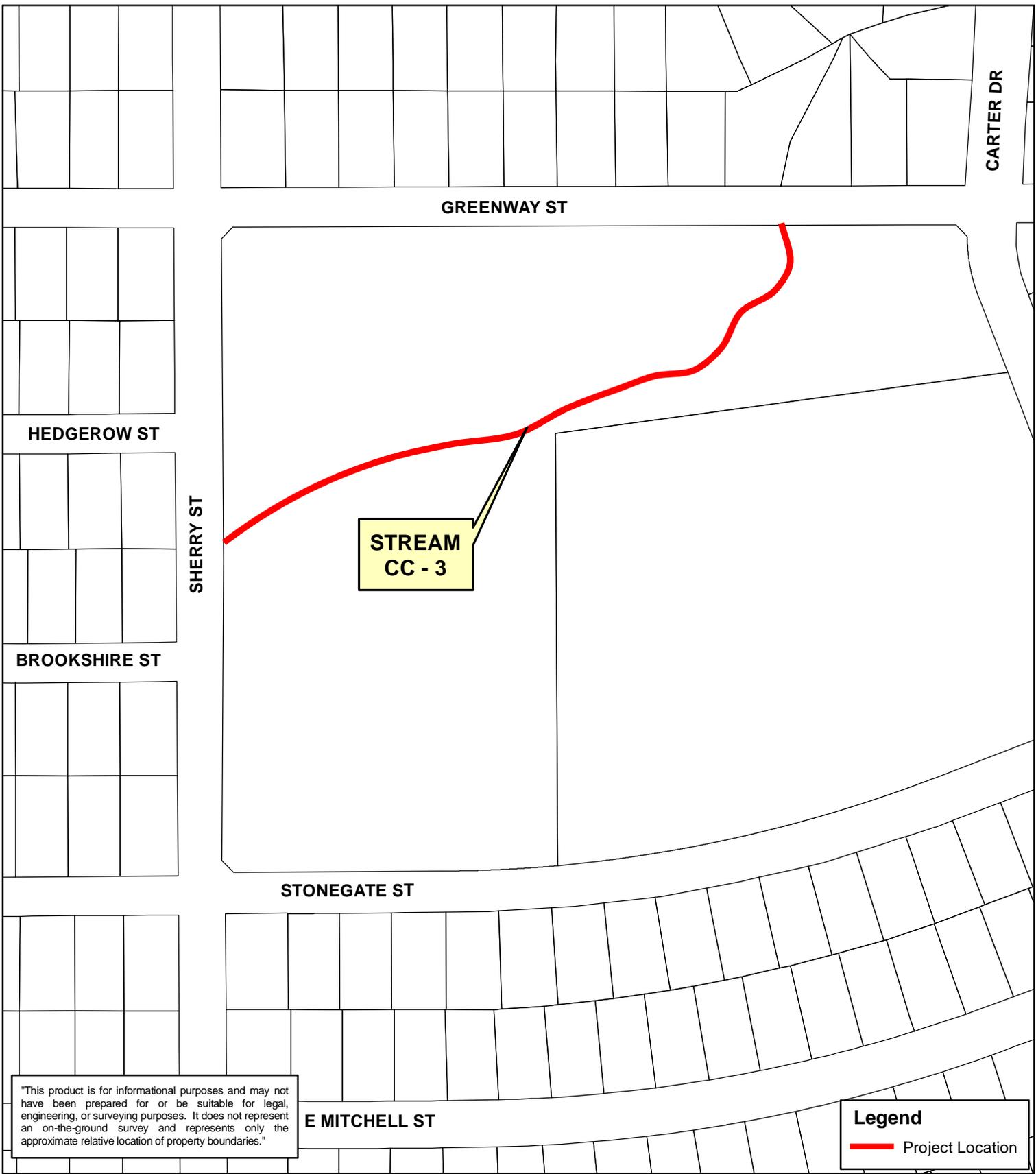
**ADDITIONAL INFORMATION**

Attached: Bid Tab  
 Location Map  
 Under separate cover: None  
 Available in the City Secretary's Office: None

**STAFF CONTACT(S)**

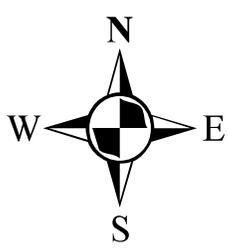
|   |   |
|---|---|
| Mindy Carmichael, P.E., Director<br>Public Works & Transportation<br>817-459-6552<br><a href="mailto:Mindy.Carmichael@arlingtontx.gov">Mindy.Carmichael@arlingtontx.gov</a> | Lemuel Randolph<br>Director of Parks and Recreation<br>817-459-5479<br><a href="mailto:Lemuel.Randolph@arlingtontx.gov">Lemuel.Randolph@arlingtontx.gov</a> |
|---|---|





"This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries."

**Legend**  
 Project Location



# Helen Wessler Creek Restoration and Bridge Installation Project No. PWPL15001 Location Map



Prepared By:  
 PWT Engineering Operations  
 7/11/2016

# Staff Report



|   |                                       |
|---|---------------------------------------|
| <b>Construction Contract for New York Avenue (Abram Street to Arkansas Lane); Project No. PWST14002</b> |                                       |
| City Council Meeting Date: 09/20/16   | Action Being Considered: Minute Order |

## **RECOMMENDATION**

Authorizing the City Manager or his designee to execute a construction contract with Jackson Construction, Ltd., of Fort Worth, Texas, for the construction of the New York Avenue Project (Abram Street to Arkansas Lane) in an amount not to exceed \$11,948,498.95. The contract includes a maximum bonus of \$157,500, for a possible contract total of \$12,105,998.95

## **PRIOR BOARD OR COUNCIL ACTION**

On March 18, 2014, City Council approved Minute Order MO03182014-009 authorizing the execution of an Engineering Services Contract with Teague Nall & Perkins, Inc., of Fort Worth, Texas, for the design of the New York Project (Abram Street to Arkansas Lane) in an amount not to exceed \$570,100.

On January 12, 2016, City Council approved Minute Order MO01122016-013 authorizing Contract Modification No.2 to the Engineering Services Contract with Teague Nall & Perkins, Inc., of Fort Worth, Texas, for additional services related to the design of New York Avenue from Abram Street to Arkansas Lane in an amount not to exceed \$47,500.

## **ANALYSIS**

This project includes the construction of water, sanitary sewer, paving, drainage, landscape and streetscape improvements along New York Avenue between Abram Street and Arkansas Lane. The improvements between Park Row Drive and Arkansas Lane include asphalt reclamation, water and sanitary sewer renewals, sidewalk and curb ramp improvements and drainage improvements in various locations. The project will also include streetscape improvements such as tree plantings, parkway landscape improvements, stamped concrete/pavers at intersections, pedestrian lighting and parkway furnishings such as benches and trash receptacles. The improvements between Abram Street and Park Row Drive will consist mostly of streetscape improvements with the exception of some concrete panel replacement. The streetscape improvements will include the same features as the section from Park Row to Arkansas Lane plus median islands for landscaping.

This scope of work will implement the recommendations from the New York Corridor Strategy which included input from community outreach through public meetings and an advisory committee. The purpose of the New York Corridor Strategy was to focus on one of the City Council's priorities to Build a Thriving Community and to also create a comprehensive vision to maximize the New York Avenue corridor's potential for redevelopment.

| <b>VENDOR</b>   | <b>MWBE</b> | <b>TOTAL</b>           |
|---|-------------|------------------------|
| <b>Jackson Construction, Ltd.<br/>Fort Worth, Texas</b> | <b>No</b>   | <b>\$11,948,498.95</b> |
| McClendon Construction Co., Inc.<br>Burleson, Texas     | No          | \$12,032,751.00        |

Date of Bid: August 29, 2016  
 Number of Bids Received: 2  
 Number of Bids from Arlington Firms: 0  
 Bidder Prequalification: Yes  
 Engineer's Estimate: \$10,400,000  
 Range of Bids: \$11,948,498.95 to \$12,032,751.00  
 Low Bid: \$11,948,498.95  
 Recommended Low Bidder: Jackson Construction Ltd., of Ft. Worth, TX  
 Contract Scope: Construction of water, sanitary sewer, paving, drainage, landscape and streetscape improvements along New York Avenue between Abram Street and Arkansas Lane.

Proposed Start Date: October 17, 2016  
 Proposed End Date: July 9, 2018  
 Contract Time: 630 calendar days  
 Liquidated Damages for Delay: \$500 per day  
 Bonus for Early Completion: \$500 per day  
 Maximum Bonus: \$157,500  
 Total: \$12,105,998.95

This project includes the following alternates that City Staff recommends to be awarded:  
 Alternate B - Use of 12-inch, 8-inch and 6-inch PVC water main by open cut  
 Alternate C - Additional 9-inch concrete pavement-colored and stamped-in median

**FINANCIAL IMPACT**

Funding is available in the following accounts:

|  |                |
|--|----------------|
| CDBG Account No. 418640-61002-414023                       | \$2,791,211.10 |
| Street Bond Fund Account No. 358502-68153-65380698         | \$2,598,102.40 |
| Traffic Bond Fund Account No. 358505-68300-80610799        | \$149,648.75   |
| Storm Drainage Bond Fund Account No. 308501-68151-11270199 | \$303,545.00   |
| Street Maintenance Fund Account No. 728501-63132-61450695  | \$1,817,056.70 |
| Sanitary Sewer Bond Fund Account No. 648502-68250-17982204 | \$933,455.00   |
| Water Bond Fund Account No. 658502-68252-18165205          | \$3,512,980.00 |

|                |                |                |
|----------------|----------------|----------------|
| <u>FY 2016</u> | <u>FY 2017</u> | <u>FY 2018</u> |
| \$1,817,056.70 | \$7,000,000.00 | \$3,288,942.25 |

**ADDITIONAL INFORMATION**

Attached: Bid Tab  
 Location Map  
 Under separate cover: None  
 Available in the City Secretary's Office: None

**STAFF CONTACT(S)**

|   |  |
|---|--|
| Mindy Carmichael, P.E.<br>Director of Public Works & Transportation<br>817-459-6552<br><a href="mailto:Mindy.Carmichael@arlingtontx.gov">Mindy.Carmichael@arlingtontx.gov</a> | Walter J. Pishkur<br>Director of Water Utilities<br>817-459-6603<br><a href="mailto:Buzz.Pishkur@arlingtontx.gov">Buzz.Pishkur@arlingtontx.gov</a> |
|---|--|







# BID TABULATION REPORT

## NEW YORK AVENUE (ABRAM STREET - ARKANSAS LANE)

### PROJECT No. PWST14002

BID OPENED : August 29, 2016 @ 2:00 p.m.

|     |   |        |    | McCLENDON CONST. CO., INC.<br>Burleson, TX 76097 |               | JACKSON CONST., LTD.<br>Fort Worth, TX 76119 |               |
|-----|---|--------|----|--|---------------|--|---------------|
| 711 | 8-inch Resilient Wedge Gate Valve   | 9      | EA | \$ 550.00  | \$ 4,950.00   | \$ 1,300.00                                  | \$ 11,700.00  |
| 712 | 6-inch Resilient Wedge Gate Valve   | 20     | EA | \$ 450.00  | \$ 9,000.00   | \$ 1,000.00                                  | \$ 20,000.00  |
| 713 | 2-inch Offset Combination Air Valve Assembly                                | 2      | EA | \$ 7,350.00                                      | \$ 14,700.00  | \$ 7,000.00                                  | \$ 14,000.00  |
| 714 | Install City Furnished 2-inch AMI Meter                                     | 12     | EA | \$ 550.00  | \$ 6,600.00   | \$ 350.00                                    | \$ 4,200.00   |
| 715 | Relocate 2-inch AMI Meter   | 1      | EA | \$ 525.00  | \$ 525.00     | \$ 450.00                                    | \$ 450.00     |
| 716 | Install City Furnished 1-1/2-inch AMI Meter                                 | 12     | EA | \$ 425.00  | \$ 5,100.00   | \$ 300.00                                    | \$ 3,600.00   |
| 717 | Relocate 1-1/2-inch AMI Meter   | 1      | EA | \$ 450.00  | \$ 450.00     | \$ 400.00                                    | \$ 400.00     |
| 718 | Install City Furnished 1-inch AMI Meter                                     | 3      | EA | \$ 225.00  | \$ 675.00     | \$ 250.00                                    | \$ 750.00     |
| 719 | Relocate 1-inch AMI Meter,  | 4      | EA | \$ 225.00  | \$ 900.00     | \$ 300.00                                    | \$ 1,200.00   |
| 720 | Install City Furnished 3/4-inch AMI Meter,                                  | 35     | EA | \$ 225.00  | \$ 7,875.00   | \$ 250.00                                    | \$ 8,750.00   |
| 721 | Relocate 3/4-inch AMI Meter   | 42     | EA | \$ 225.00  | \$ 9,450.00   | \$ 300.00                                    | \$ 12,600.00  |
| 722 | 2-inch Short Water Service from Main to Meter                               | 9      | EA | \$ 1,550.00                                      | \$ 13,950.00  | \$ 1,600.00                                  | \$ 14,400.00  |
| 723 | 2-inch Long Water Service from Main to Meter                                | 7      | EA | \$ 2,150.00                                      | \$ 15,050.00  | \$ 2,400.00                                  | \$ 16,800.00  |
| 724 | 2-inch Short Water Service from Exist. Tap to Meter                         | 1      | EA | \$ 2,150.00                                      | \$ 2,150.00   | \$ 1,700.00                                  | \$ 1,700.00   |
| 725 | 2-inch Long Water Service from Exist. Tap to Mete                           | 1      | EA | \$ 2,700.00                                      | \$ 2,700.00   | \$ 2,500.00                                  | \$ 2,500.00   |
| 726 | 1-inch Short Water Service from Main to Meter                               | 3      | EA | \$ 1,075.00                                      | \$ 3,225.00   | \$ 1,000.00                                  | \$ 3,000.00   |
| 727 | 1-inch Long Water Service from Main to Meter                                | 16     | EA | \$ 1,300.00                                      | \$ 20,800.00  | \$ 1,700.00                                  | \$ 27,200.00  |
| 728 | DELETED PER ADDENDUM #1   | -      | -  | -  | -             | -  | -             |
| 729 | DELETED PER ADDENDUM #1   | -      | -  | -  | -             | -  | -             |
| 730 | Multi-Service Tee (Ford T11-663-NL/ T11-674-NL or better)                   | 4      | EA | \$ 1,200.00                                      | \$ 4,800.00   | \$ 1,100.00                                  | \$ 4,400.00   |
| 731 | Install City Furnished 2-inch Meter Box                                     | 24     | EA | \$ 220.00  | \$ 5,280.00   | \$ 150.00                                    | \$ 3,600.00   |
| 732 | Install City Furnished 1-inch Meter Box                                     | 38     | EA | \$ 170.00  | \$ 6,460.00   | \$ 150.00                                    | \$ 5,700.00   |
| 733 | Adjust Exist. Service Valve Box   | 39     | EA | \$ 320.00  | \$ 12,480.00  | \$ 350.00                                    | \$ 13,650.00  |
| 734 | Furnish and Install 24-inch x 20-inch Tapping Sleeve and 20-inch Gate Valve | 1      | EA | \$ 26,500.00                                     | \$ 26,500.00  | \$ 28,000.00                                 | \$ 28,000.00  |
| 735 | Connect to Exist. 20-inch Water Line, Tee or Cross                          | 1      | EA | \$ 4,500.00                                      | \$ 4,500.00   | \$ 6,000.00                                  | \$ 6,000.00   |
| 736 | Connect to Exist. 16-inch Water Line, Tee or Cross                          | 2      | EA | \$ 3,450.00                                      | \$ 6,900.00   | \$ 5,000.00                                  | \$ 10,000.00  |
| 737 | Connect to Exist. 12-inch Water Line, Tee or Cross                          | 2      | EA | \$ 2,250.00                                      | \$ 4,500.00   | \$ 3,000.00                                  | \$ 6,000.00   |
| 738 | Connect to Exist. 8-inch Water Line, Tee or Cross                           | 2      | EA | \$ 1,950.00                                      | \$ 3,900.00   | \$ 2,500.00                                  | \$ 5,000.00   |
| 739 | Connect to Exist. 6-inch Water Line, Tee or Cross                           | 2      | EA | \$ 1,650.00                                      | \$ 3,300.00   | \$ 2,500.00                                  | \$ 5,000.00   |
| 740 | Remove and Dispose Exist. 16-inch Gate Valve & Box                          | 2      | EA | \$ 800.00  | \$ 1,600.00   | \$ 800.00                                    | \$ 1,600.00   |
| 741 | Remove and Dispose Exist. 12-inch Gate Valve & Box                          | 8      | EA | \$ 500.00  | \$ 4,000.00   | \$ 400.00                                    | \$ 3,200.00   |
| 742 | Remove and Dispose Exist. 8-inch Gate Valve & Box                           | 2      | EA | \$ 300.00  | \$ 600.00     | \$ 400.00                                    | \$ 800.00     |
| 743 | Remove and Dispose Exist. 6-inch Gate Valve & Box                           | 15     | EA | \$ 300.00  | \$ 4,500.00   | \$ 400.00                                    | \$ 6,000.00   |
| 744 | Remove & Dispose Exist. 6-inch Blow-off Valve                               | 1      | EA | \$ 350.00  | \$ 350.00     | \$ 1,700.00                                  | \$ 1,700.00   |
| 745 | Abandon Exist. 16-inch Gate Valve & Box                                     | 4      | EA | \$ 230.00  | \$ 920.00     | \$ 600.00                                    | \$ 2,400.00   |
| 746 | Abandon Exist. 12-inch Gate Valve & Box                                     | 2      | EA | \$ 180.00  | \$ 360.00     | \$ 300.00                                    | \$ 600.00     |
| 747 | Abandon Exist. 8-inch Gate Valve & Box                                      | 1      | EA | \$ 180.00  | \$ 180.00     | \$ 300.00                                    | \$ 300.00     |
| 748 | Abandon Exist. 6-inch Gate Valve & Box                                      | 14     | EA | \$ 130.00  | \$ 1,820.00   | \$ 300.00                                    | \$ 4,200.00   |
| 749 | Cut & Plug Exist. 16-inch Water Line  | 1      | EA | \$ 2,050.00                                      | \$ 2,050.00   | \$ 3,000.00                                  | \$ 3,000.00   |
| 750 | Remove and Dispose Exist. 16-inch AC Water Line                             | 1,545  | LF | \$ 27.00   | \$ 41,715.00  | \$ 8.00                                      | \$ 12,360.00  |
| 751 | Cut & Plug Exist. 12-inch Water Line  | 2      | EA | \$ 1,225.00                                      | \$ 2,450.00   | \$ 1,400.00                                  | \$ 2,800.00   |
| 752 | Cut & Plug Exist. 8-inch Water Line   | 2      | EA | \$ 1,025.00                                      | \$ 2,050.00   | \$ 1,000.00                                  | \$ 2,000.00   |
| 753 | Cut & Plug Exist. 6-inch Water Line   | 7      | EA | \$ 625.00  | \$ 4,375.00   | \$ 1,000.00                                  | \$ 7,000.00   |
| 754 | Temporary Asphalt Pavement Repair   | 11,800 | LF | \$ 20.00   | \$ 236,000.00 | \$ 41.00                                     | \$ 483,800.00 |
| 755 | Flowable Fill   | 15     | CY | \$ 150.00  | \$ 2,250.00   | \$ 300.00                                    | \$ 4,500.00   |
| 756 | 6-inch Cement Treated Base (CTB)  | 100    | SY | \$ 15.00   | \$ 1,500.00   | \$ 39.00                                     | \$ 3,900.00   |
| 757 | 6-inch Type "D" HMA for Temporary Traffic Control                           | 200    | SY | \$ 45.00   | \$ 9,000.00   | \$ 72.00                                     | \$ 14,400.00  |
| 758 | Rock Cushion  | 100    | CY | \$ 35.00   | \$ 3,500.00   | \$ 58.00                                     | \$ 5,800.00   |
| 759 | Adjust Exist. Gate Valve Boxes to Final Grade                               | 5      | EA | \$ 500.00  | \$ 2,500.00   | \$ 300.00                                    | \$ 1,500.00   |
| 760 | Adjust Exist. Vault to Final Grade  | 3      | EA | \$ 500.00  | \$ 1,500.00   | \$ 3,000.00                                  | \$ 9,000.00   |
| 761 | Remove & Replace Exist. Air Valve Vault                                     | 1      | EA | \$ 3,150.00                                      | \$ 3,150.00   | \$ 5,000.00                                  | \$ 5,000.00   |
| 762 | Remove & Replace 6-inch Reinf. Conc. Drive Approach                         | 55     | SY | \$ 126.00  | \$ 6,930.00   | \$ 90.00                                     | \$ 4,950.00   |





**BID TABULATION REPORT**

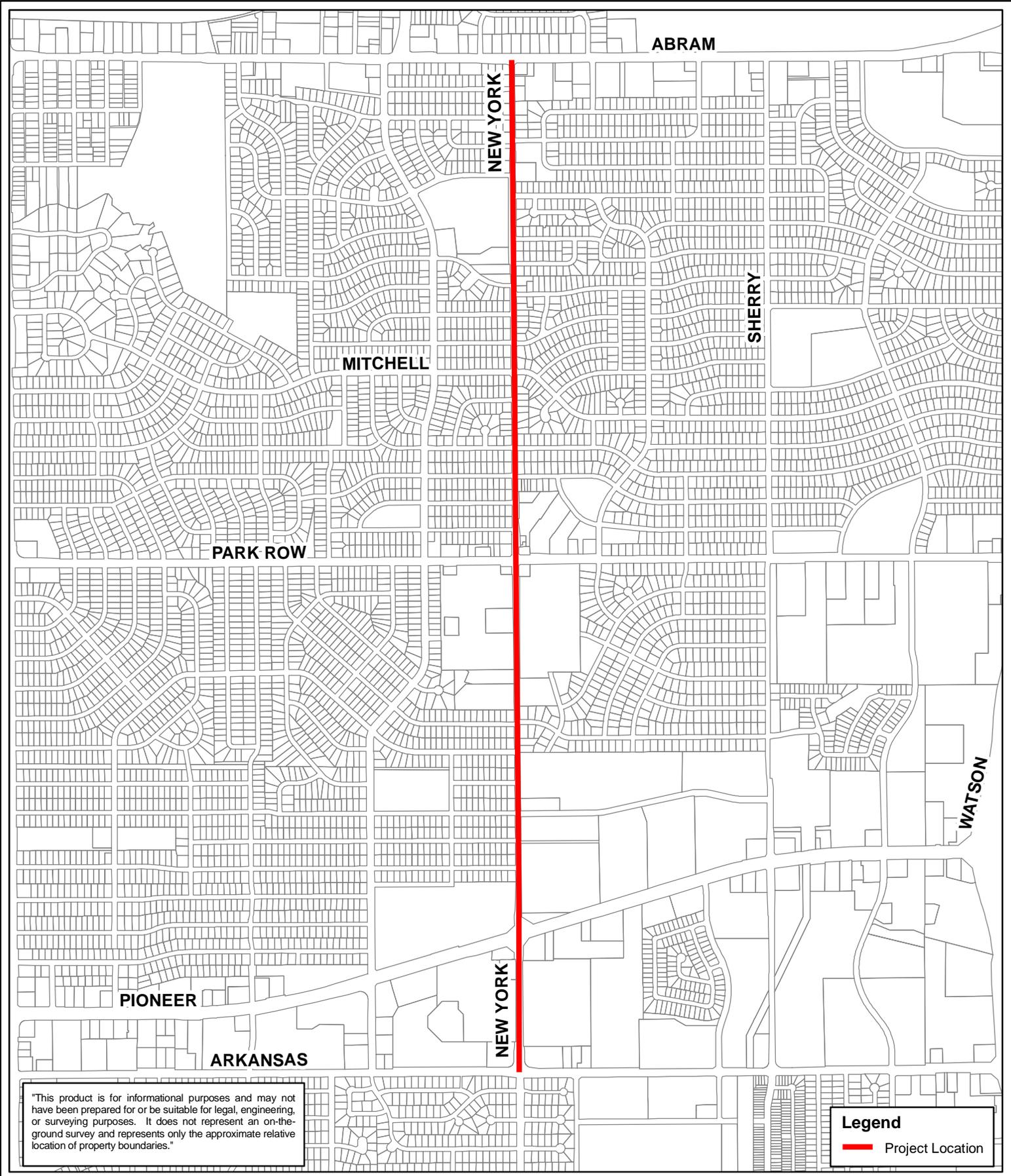
**NEW YORK AVENUE (ABRAM STREET - ARKANSAS LANE)**

**PROJECT No. PWST14002**

BID OPENED : August 29, 2016 @ 2:00 p.m.

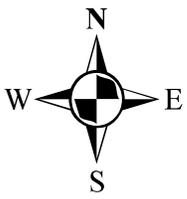
|   |   |
|---|---|
| <i>McCLENDON CONST. CO., INC.</i><br>Burleson, TX 76097 | <i>JACKSON CONST., LTD.</i><br>Fort Worth, TX 76119 |
|---|---|

| <b>TOTALS</b>                              |                         |                         |
|--|-------------------------|-------------------------|
| SUBTOTAL MOBILIZATION & SWPPP :            | \$ 140,000.00           | \$ 140,000.00           |
| SUBTOTAL PAVING IMPROVEMENTS:              | \$ 5,409,587.25         | \$ 4,534,701.70         |
| SUBTOTAL STORM DRAIN IMPROVEMENTS:         | \$ 305,326.00           | \$ 303,545.00           |
| SUBTOTAL TRAFFIC SIGNAL IMPROVEMENTS:      | \$ 117,219.50           | \$ 149,648.75           |
| SUBTOTAL STREET LIGHTING IMPROVEMENTS:     | \$ 489,042.50           | \$ 619,745.00           |
| SUBTOTAL TREES & LANDSCAPING IMPROVEMENTS: | \$ 1,007,906.75         | \$ 1,309,878.50         |
| SUBTOTAL WATER IMPROVEMENTS:               | \$ 2,125,489.00         | \$ 2,700,515.00         |
| SUBTOTAL SEWER IMPROVEMENTS:               | \$ 1,011,357.50         | \$ 903,705.00           |
| <b>TOTAL BASE BID AMOUNT</b>               | <b>\$ 10,605,928.50</b> | <b>\$ 10,661,738.95</b> |
|  |                         |                         |
| <b>TOTAL ALTERNATE A</b>                   | <b>\$ 1,052,767.50</b>  | <b>\$ 855,025.00</b>    |
| <b>TOTAL ALTERNATE B</b>                   | <b>\$ 965,242.50</b>    | <b>\$ 696,440.00</b>    |
| <b>TOTAL ALTERNATE C</b>                   | <b>\$ 461,580.00</b>    | <b>\$ 590,320.00</b>    |
| <b>TOTAL ALTERNATE D</b>                   | <b>\$ -</b>             | <b>\$ -</b>             |
| <b>TOTAL ALTERNATE E</b>                   | <b>\$ 163,567.50</b>    | <b>\$ 239,899.00</b>    |
| <b>TOTAL ALTERNATE F</b>                   | <b>\$ 99,765.00</b>     | <b>\$ 113,770.00</b>    |



"This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries."

**Legend**  
 Project Location



**New York Avenue (Abram Street to Arkansas Lane)  
 Location Map  
 Project No. PWST14002**



Prepared By:  
 PWT Engineering Operations  
 Date: 7/18/2016

# Staff Report



|   |                                      |
|---|--------------------------------------|
| <b>MSD16-1 (1000 &amp; 1030 W. Arkansas Lane)</b> |                                      |
| City Council Meeting Date: 9-20-2016              | Document Being Considered: Ordinance |

## **RECOMMENDATION**

Consider an ordinance establishing a Municipal Setting Designation (MSD) for the property located at 1000 & 1030 W. Arkansas Lane.

## **PRIOR BOARD OR COUNCIL ACTION**

On August 22, 2006, the Mayor and City Council adopted Ordinance No. 06-089 amending the Water and Sewer Chapter of the Code of the City of Arlington by adding provisions for MSDs.

On September 6, 2016, the Mayor and Council held a public hearing and approved MSD16-1 on first reading by a vote of 9-0-0.

## **ANALYSIS**

The proposed MSD is at 1000 W. Arkansas Lane and 1030 W. Arkansas Lane at the southwest corner of Arkansas Lane and Cooper Street. The properties are currently developed with a multi-tenant shopping center and a stand-alone restaurant. The properties are currently zoned Community Commercial (CC). The MSD applicant and current property owner is SWC Arkansas & Cooper, Ltd. The property's previous tenants include two separate drycleaners between 1985 to 2003.

A public drinking water supply system exists that satisfies the requirements of Texas Health and Safety Code Chapter 341. The City of Arlington's public water supply system meets the Texas Commission on Environmental Quality's (TCEQ) requirement to supply or be capable of supplying drinking water to the above referenced proposed MSD properties and all properties within one-half mile. This requirement does not include those properties located outside the city limits.

Groundwater at the proposed MSD site has been affected by chemicals of concern (COCs) at concentrations exceeding TCEQ Texas Risk Reduction Program (TRRP) Action Levels. COCs detected in the designated groundwater include tetrachloroethene (PCE), trichloroethene (TCE), cis-1, 2-dichloroethene (cis-1,2-DCE), trans-1,2-dichloroethene (trans-1,2-DCE), and/or vinyl chloride (VC). Based on assessment activities, contaminants affecting the proposed MSD site appear to originate from on-site sources.

Cirrus Associates, LLC reviewed the available groundwater analytical data and based on their submitted application, it is likely that COCs detected in the groundwater at the proposed MSD site do not exceed assessment levels off-site. The groundwater beneath the site in the upper 50 feet is to be restricted. The affected groundwater beneath the site is the shallow groundwater bearing unit which extends from near surface to approximately 30 feet beneath the site. Hard gray clay and gray weathered shale initially encountered at approximately 23 feet to 28 feet beneath ground surface (bgs) is acting as an aquitard and preventing vertical migration of groundwater contaminants. With approval of MSD16-1, the designated groundwater under these properties will be prohibited from use as a potable water source.

Property owners and owners of state-registered water wells have been notified of the MSD application in accordance with the requirements established in Ordinance No. 06-089. On August 30, 2016, a public meeting was held at Arlington City Hall.

**FINANCIAL IMPACT**

No financial impact is anticipated in the near future. However, subsequent development or redevelopment of the site may enhance the City's commercial ad valorem tax base.

**ADDITIONAL INFORMATION**

Attached:

Ordinance  
Location Map  
None  
None

Under separate cover:

Available in the City Secretary's office:  
Available in the Community Development  
and Planning Department:

Completed MSD Application  
Minutes from Public Meeting

**STAFF CONTACTS**

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Senior Planner  
Community Development and Planning  
817-459-6566  
[Sarah.Stubblefield@arlingtontx.gov](mailto:Sarah.Stubblefield@arlingtontx.gov)

**Ordinance Number 16-\_\_\_\_\_**

**An ordinance prohibiting the use of and contact with designated groundwater from beneath certain property known as 1000 and 1030 West Arkansas Lane within the City of Arlington, Texas, to facilitate certification of a Municipal Setting Designation of the property by the Texas Commission on Environmental Quality pursuant to the Texas Health and Safety Code; providing for a fine of up to \$2,000 for each violation of the ordinance; providing this ordinance be cumulative; providing for severability, governmental immunity, injunctions, publication and an effective date**

WHEREAS, Texas Health and Safety Code Chapter 361, Subchapter W (the “MSD Legislation”) authorizes the Texas Commission on Environmental Quality (TCEQ) to certify Municipal Setting Designations for properties upon receipt and approval of a properly submitted application to TCEQ;

WHEREAS, the Texas Legislature, in enacting the MSD Legislation, found that an action by a municipality to restrict access to or the use of groundwater in support of or to facilitate a Municipal Setting Designation (MSD) advances a substantial and legitimate state interest where the quality of the groundwater subject to the designation is an actual or potential threat to human health;

WHEREAS, as a part of the application process for an MSD, the applicant is required to provide documentation that the property for which designation is sought is subject to an ordinance that prohibits the use of designated groundwater from beneath the property as potable water and that appropriately restricts other uses of and contact with that groundwater;

WHEREAS, as a part of the application process for an MSD, the applicant is required to provide documentation that the property for which designation is sought is supported by an ordinance adopted by this City Council;

WHEREAS, SWC Arkansas & Cooper, Ltd. (the “Applicant”) submitted an application for the City Council to adopt an Ordinance supporting the certification of an MSD for property at 1000 & 1030 West Arkansas Lane and the City staff have reviewed and evaluated the subject MSD application;

WHEREAS, Applicant will submit an application to TCEQ for certification of an MSD for property within the city limits of the City, commonly known as 1000 & 1030 West Arkansas Lane, the legal description of which is set forth in Exhibit “A”, attached hereto and made a part hereof, the “MSD Property”, provided that the ordinance being considered herein is passed;

WHEREAS, the Applicant has certified that:

- 1) the purpose of its application is to conduct environmental investigation, cleanup and restoration activities in a more efficient and cost-effective manner;
- 2) it will seek to obtain a determination from TCEQ that regulatory closure is attained at the MSD Property;
- 3) as part of such application, the Applicant has submitted a statement to TCEQ regarding the type of known contamination in the groundwater beneath the MSD Property; and
- 4) notice of the application for the certification of MSD Property has been provided to each owner of a registered private water well that is located not more than five miles from the boundary of the MSD Property;

WHEREAS, a public drinking water supply system exists that satisfies the requirements of Texas Health and Safety Code Chapter 341 for the MSD Property and property within one-half mile of the MSD Property; and

WHEREAS, after public hearing, the City Council believes that it is in the best interest of the public and the City to facilitate the efforts to secure an MSD and TCEQ closure documentation from the TCEQ by passage of this Ordinance; NOW THEREFORE

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

1.

THAT all of the declarations and findings contained in the preambles of this Ordinance are made a part hereof and shall be fully effective as a part of the ordained subject matter of this Ordinance.

2.

The City Council finds that it is in the best interest and welfare of the public to facilitate TCEQ's certification of an MSD for the MSD Property, as well as TCEQ closure documentation.

3.

That, upon and after the effective date of this Ordinance, the drilling of wells and the use of designated groundwater for any purpose, including but not limited to any potable purpose, excepting only: (i) wells used as monitoring wells for the collection of groundwater samples for chemical or biological laboratory analysis; and (ii) wells used for the purpose of remediation of soil or groundwater contamination, is hereby prohibited on or from any portion of the MSD Property.

(2)

4.

Within 60 days after receipt of the municipal setting designation certificate from the TCEQ, the Director of the Community Development and Planning shall file a certified copy of this Municipal Setting Designation Ordinance in the deed records of Tarrant County.

5.

Any person, firm, corporation, agent or employee thereof who violates any of the provisions of this ordinance shall be guilty of a misdemeanor and upon conviction thereof shall be fined an amount not to exceed Two Thousand and No/100 Dollars (\$2,000.00) for each offense. Each day that a violation is permitted to exist shall constitute a separate offense.

6.

This ordinance shall be and is hereby declared to be cumulative of all other ordinances of the City of Arlington, and this ordinance shall not operate to repeal or affect any of such other ordinances except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this ordinance, in which event such conflicting provisions, if any, in such other ordinance or ordinances are hereby repealed.

7.

If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be unconstitutional, such holding shall not affect the validity of the remaining portions of this ordinance.

8.

All of the regulations provided in this ordinance are hereby declared to be governmental and for the health, safety and welfare of the general public. Any member of the City Council or any City official or employee charged with the enforcement of this ordinance, acting for the City of Arlington in the discharge of his/her duties, shall not thereby render himself/herself personally liable; and he/she is hereby relieved from all personal liability for any damage that might accrue to persons or property as a result of any act required or permitted in the discharge of his/her said duties.

9.

Any violation of this ordinance can be enjoined by a suit filed in the name of the City of Arlington in a court of competent jurisdiction, and this remedy shall be in addition to any penal provision in this ordinance or in the Code of the City of Arlington.

10.

The caption and penalty clause of this ordinance shall be published in a newspaper of general circulation in the City of Arlington, in compliance with the provisions of Article VII, Section 15, of the City Charter. Further, this ordinance may be published in pamphlet form and shall be admissible in such form in any court, as provided by law.

11.

This ordinance shall become effective immediately upon second publication.

PRESENTED AND GIVEN FIRST READING on the 6th day of September, 2016, at a regular meeting of the City Council of the City of Arlington, Texas; and GIVEN SECOND READING, passed and approved on the 20th day of September, 2016, by a vote of \_\_\_ ayes and \_\_\_ nays at a regular meeting of the City Council of the City of Arlington, Texas.

\_\_\_\_\_  
W. JEFF WILLIAMS, Mayor

ATTEST:

\_\_\_\_\_  
MARY W. SUPINO, City Secretary

APPROVED AS TO FORM:  
TERIS SOLIS, City Attorney

BY \_\_\_\_\_

MSD16-1

EXHIBIT "A"  
PROPERTY DESCRIPTION

**BEING** ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND SITUATED IN THE CITY OF ARLINGTON, TARRANT COUNTY, TEXAS AND BEING LOT 96R-3 OF LOTS 96R-1, 96R-2 AND 96R-3 OF THE A. NEWTON ADDITION, ACCORDING TO THE REVISED PLAT THEREOF RECORDED IN CABINET A AT PAGE 472 OF THE PLAT RECORDS OF TARRANT COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** AT 5/8" IRON ROD FOUND IN THE SOUTH LINE OF ARKANSAS LANE (100 FOOT RIGHT-OF-WAY), SAME BEING THE MOST NORTHERLY NORTHEAST CORNER OF SAID LOT 96R-3;

**THENCE** SOUTH 39° 05' 22" EAST ALONG THE CUT-OFF LINE FOR COOPER STREET (F.M. ROAD NO. 157) FOR A DISTANCE OF 45.06 FEET TO A 5/8" IRON ROD FOUND FOR CORNER IN THE NORTHWESTERLY LINE OF COOPER STREET (F.M. ROAD NO. 157, A 110 FOOT RIGHT-OF-WAY AT THIS POINT);

**THENCE** SOUTH 31° 58' 10" WEST ALONG THE NORTHWESTERLY LINE OF SAID COOPER STREET FOR A DISTANCE OF 87.00 FEET TO A 5/8" IRON ROD FOUND FOR CORNER;

**THENCE** 58° 01' 50" WEST AND CONTINUING ALONG SAID NORTHWESTERLY LINE OF SAID COOPER STREET FOR A DISTANCE OF 5.00 FEET TO A 5/8" IRON ROD FOUND FOR CORNER;

**THENCE** SOUTH 31° 58' 10" WEST AND CONTINUING ALONG SAID NORTHWESTERLY LINE OF COOPER STREET FOR A DISTANCE OF 419.23 FEET TO A 5/8" IRON ROD FOUND FOR CORNER, SAME BEING NORTH 89° 44' 40" WEST A DISTANCE OF 5.88 FEET FROM THE NORTHEASTERLY CORNER OF LOT 51 OF THE A. NEWTON ADDITION AS RECORDED IN VOLUME 388-127 AT PAGE 12 OF THE MAP RECORDS OF TARRANT COUNTY, TEXAS;

**THENCE** NORTH 89° 44' 40" WEST ALONG THE SOUTH LINE OF SAID LOT 96R-3 AND BEING COMMON TO THE NORTH LINE OF SAID LOT 51 FOR A DISTANCE OF 237.77 FEET TO A 5/8" IRON ROD FOUND FOR THE SOUTHWEST CORNER OF LOT 96R-3, SAME BEING THE SOUTHEAST CORNER OF LOT 96R-1 OF LOTS 96R-1, 96R-2 AND 96R-3 OF THE A. NEWTON ADDITION;

**THENCE** NORTH 00° 00' 40" EAST AND ALONG THE COMMON LINE OF LOTS 96R-3 AND 96R-1 FOR A DISTANCE OF 134.12 FEET TO THE CORNER OF BUILDING FOR CORNER;

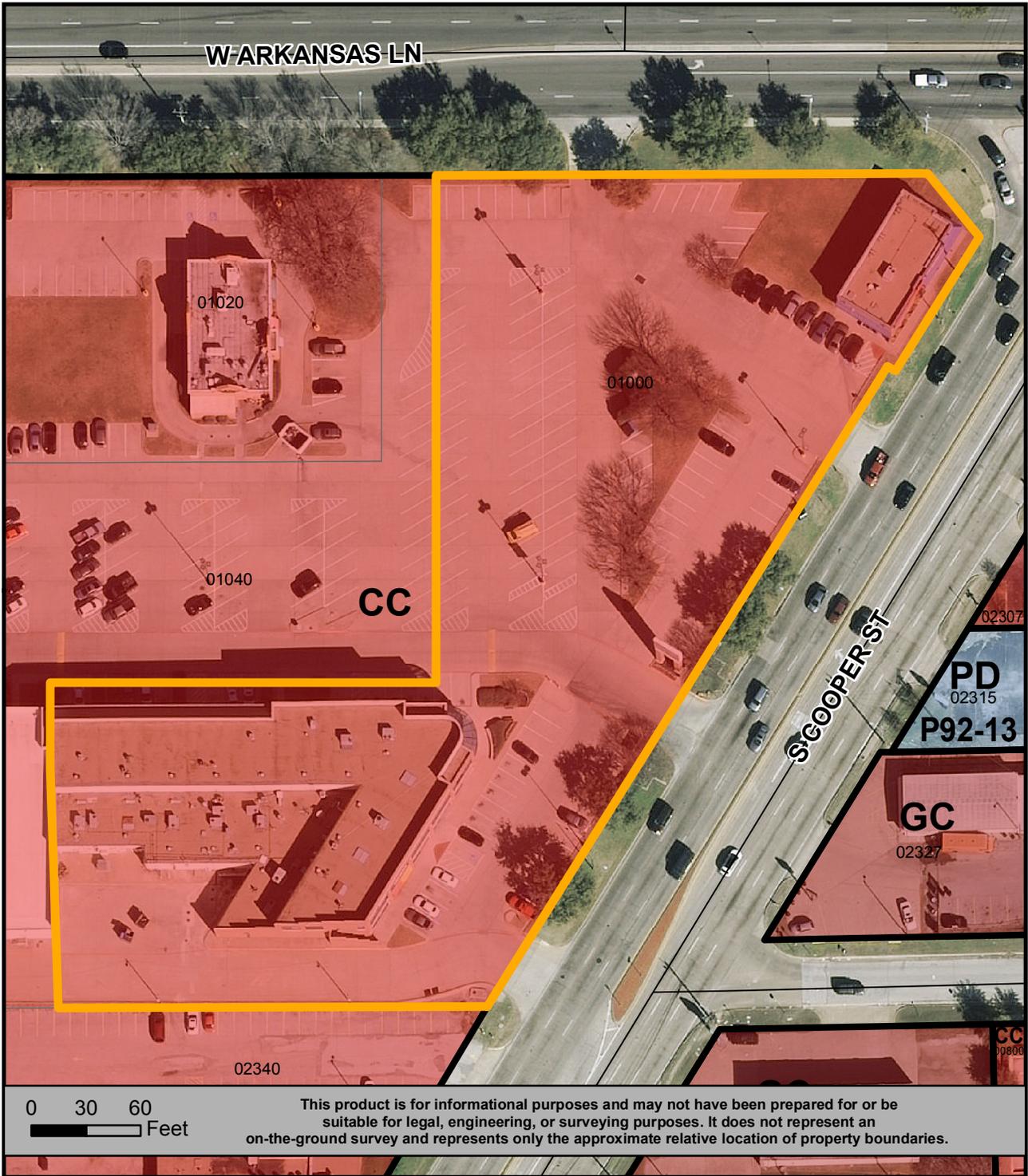
**THENCE** NORTH 89° 59' 20" WEST AND CONTINUING ALONG THE COMMON LINE OF LOTS 96R-3 AND 96R-1 FOR A DISTANCE OF 46.39 FEET TO AN "X" IN CONCRETE FOUND FOR CORNER;

**THENCE** NORTH 00° 00' 40" EAST AND CONTINUING ALONG THE COMMON LINE OF LOTS 96R-3 AND 96R-1 FOR A DISTANCE OF 46.39 FEET TO AN "X" IN CONCRETE FOUND FOR CORNER;

**THENCE** NORTH 89° 59' 20" EAST FOR A DISTANCE OF 211.88 FEET AND CONTINUING ALONG THE COMMON LINE OF LOTS 96R-3 AND 96R-1 TO AN "X" IN CONCRETE FOUND FOR CORNER;

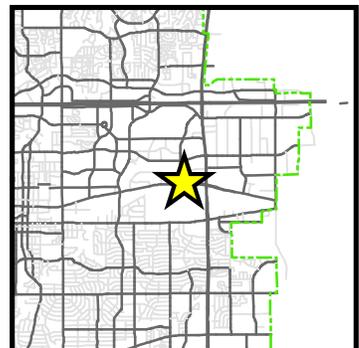
**THENCE** NORTH 00° 00' 40" EAST AND CONTINUING ALONG THE COMMON LINE OF LOTS 96R-3 AND 96R-1 FOR A DISTANCE OF 279.04 FEET TO A 5/8" FOUND FOR THE NORTHWEST CORNER OF SAID LOT 96R-3 AND BEING IN THE SOUTH LINE OF THE AFORESAID ARKANSAS LANE;

**THENCE** NORTH 89° 44' 50" EAST ALONG THE SOUTH LINE OF SAID ARKANSAS LANE FOR A DISTANCE OF 274.43 FEET TO THE **PLACE OF BEGINNING AND CONTAINING 2.7080 ACRES OF LAND, MORE OR LESS.**



**LOCATION MAP**

**MSD16-1**  
**1000 & 1030 W ARKANSAS LANE**  
**2.708 ACRES**



# Staff Report



## New School Zone for Peach Elementary and School Zone Revision for Workman Junior High/McNutt Elementary

City Council Meeting Date: 9/20/16

Document Being Considered: Ordinance

### **RECOMMENDATION**

Approve an amendment to Article III (Speed Regulations) of the Traffic and Motor Vehicles Chapter of the Code of Ordinances to create one new school zone and revise one existing school zone.

### **PRIOR BOARD OR COUNCIL ACTION**

On September 6, 2016, Council approved the first reading of this ordinance by a vote of 9-0.

### **ANALYSIS**

One new school zone is needed for Peach Elementary School. The school zone location and effective times are as follows:

Baird Farm Road: Between a point 450 feet north of Brookhollow Plaza Drive to a point 100 feet north of Harwell Drive.

- 7:30 a.m. – 8:30 a.m.
- 3:00 p.m. – 4:00 p.m.

One existing school zone for Workman Junior High on Center Street between Volunteer Drive and Arbrook Boulevard needs to be revised. The revision incorporates the new McNutt Elementary School. The school zone limits and effective times are to be revised as follows:

Center Street: Between a point 80 feet north of Volunteer Drive and Arbrook Boulevard.

- 7:30 a.m. – 9:00 a.m.
- 3:00 p.m. – 4:30 p.m.

### **FINANCIAL IMPACT**

There is no financial impact associated with these revisions.

FY 2016  
\$0

FY 2017  
\$0

FY 2018  
\$0

### **ADDITIONAL INFORMATION**

|   |                               |
|---|-------------------------------|
| Attached:                                 | Ordinance<br>Exhibits 1 and 2 |
| Under separate cover:                     | None                          |
| Available in the City Secretary's Office: | None                          |

### **STAFF CONTACT(S)**

Mindy Carmichael, P.E.  
Director of Public Works & Transportation  
817-459-6552  
[Mindy.Carmichael@arlingtontx.gov](mailto:Mindy.Carmichael@arlingtontx.gov)

Ordinance No. \_\_\_\_\_

An ordinance amending the "Traffic and Motor Vehicles" Chapter of the Code of the City of Arlington, Texas, 1987, through the amendment of Article III, Speed Regulations, Section 3.05, Speed Limits in School Zones, Subsection (C), by the addition of a new school zone on Baird Farm Road and the amendment of a school zone on Center Street; providing for a fine of up to \$200 for each offense in violation of the ordinance; providing this ordinance be cumulative; providing for severability; providing for governmental immunity; providing for injunctions; providing for publication and becoming effective ten days after first publication

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

1.

That the "Traffic and Motor Vehicles" Chapter of the Code of the City of Arlington, Texas, 1987, is hereby amended through the amendment of Article III, Speed Regulations, Section 3.05, Speed Limits in School Zones, Subsection (C), is hereby amended by the addition of a new school zone on Baird Farm Road and the amendment of a school zone on Center Street, so that the school zones on Baird Farm Road and Center Street shall be and read as follows:

| <u>Street Location</u>   | <u>Hours in Effect</u>  | <u>School Zone Designation</u> |
|--|---|--------------------------------|
| <b><u>Baird Farm Road</u></b>  |   |                                |
| Between a point 450 feet north of Brookhollow Plaza Drive to a point 100 feet north of Harwell Drive | 7:30 am - 8:30 am<br>3:00 pm - 4:00 pm                        | (E)                            |
| <b><u>Center Street</u></b>  |   |                                |
| Between Pine Street and Slaughter Street   | 7:30 am - 8:30 am<br>3:00 pm - 4:00 pm                        | (E)                            |
| Between a point 200 feet north of Sanford Street and a point 500 feet south of Sanford Street        | 7:30 am - 8:30 am<br>11:00 am - 12:30 pm<br>3:00 pm - 4:00 pm | (C)                            |

|  |  |       |
|--|--|-------|
| Between Mayfield Road<br>and a point 600 feet<br>north of Mayfield Road      | 7:30 am - 8:30 am<br>3:00 pm - 4:00 pm | (E)   |
| Between a point 80 feet<br>north of Volunteer Drive<br>and Arbrook Boulevard | 7:30 am - 9:00 am<br>3:00 pm - 4:30 pm | (E/J) |
| Between E. Williamsburg<br>Manor and Durham Drive                            | 7:30 am - 8:30 am<br>3:00 pm - 4:30 pm | (E/J) |

2.

Any person, firm, corporation, agent or employee thereof who violates any of the provisions of this ordinance shall be guilty of a misdemeanor and upon conviction thereof shall be fined an amount not to exceed Two Hundred and No/100 Dollars (\$200) for each offense. Each day that a violation is permitted to exist shall constitute a separate offense.

3.

This ordinance shall be and is hereby declared to be cumulative of all other ordinances of the City of Arlington, and this ordinance shall not operate to repeal or affect any of such other ordinances except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this ordinance, in which event such conflicting provisions, if any, in such other ordinance or ordinances are hereby repealed.

4.

If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be unconstitutional, such holding shall not affect the validity of the remaining portions of this ordinance.

5.

All of the regulations provided in this ordinance are hereby declared to be governmental and for the health, safety and welfare of the general public. Any member of the City Council or any City official or employee charged with the enforcement of this ordinance, acting for the City of Arlington in the discharge of his/her duties, shall not thereby render himself/herself personally liable; and he/she is hereby relieved from all personal liability for any damage that might accrue to persons or property as a result of any act required or permitted in the discharge of his/her said duties.

6.

Any violation of this ordinance can be enjoined by a suit filed in the name of the City of Arlington in a court of competent jurisdiction, and this remedy shall be in addition to any penal provision in this ordinance or in the Code of the City of Arlington.

7.

The caption and penalty clause of this ordinance shall be published in a newspaper of general circulation in the City of Arlington, in compliance with the provisions of Article VII, Section 15, of the City Charter. Further, this ordinance may be published in pamphlet form and shall be admissible in such form in any court, as provided by law.

8.

This ordinance shall become effective ten (10) days after first publication as described above.

PRESENTED AND GIVEN FIRST READING on the \_\_\_\_\_ day of \_\_\_\_\_, 2016, at a regular meeting of the City Council of the City of Arlington, Texas; and GIVEN SECOND READING, passed and approved on the \_\_\_\_\_ day of \_\_\_\_\_, 2016, by a vote of \_\_\_\_\_ ayes and \_\_\_\_\_ nays at a regular meeting of the City Council of the City of Arlington, Texas.

\_\_\_\_\_  
W. JEFF WILLIAMS, Mayor

ATTEST:

\_\_\_\_\_  
MARY W. SUPINO, City Secretary

APPROVED AS TO FORM:  
TERIS SOLIS, City Attorney

BY  \_\_\_\_\_

**EXHIBIT 1  
BAIRD FARM RD  
PEACH ELEMENTARY SCHOOL ZONE**

**PEACH  
ELEMENTARY SCHOOL**

BAIRD FARM RD

STONELEIGH CT

HARWELL DR

MISTY GLEN TRL

CANDLER DR

HARWELL DR

LOS PRADOS TRL

PALOMA WAY

LOSALTOS CT

PANAMA CT

CABOT CT

CORVALLIS TRL

BROOKHOLLOW PLAZA DR

E LAMAR BLV



This product is for informational purposes and may not have been prepared for or be suitable for legal, Engineering or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

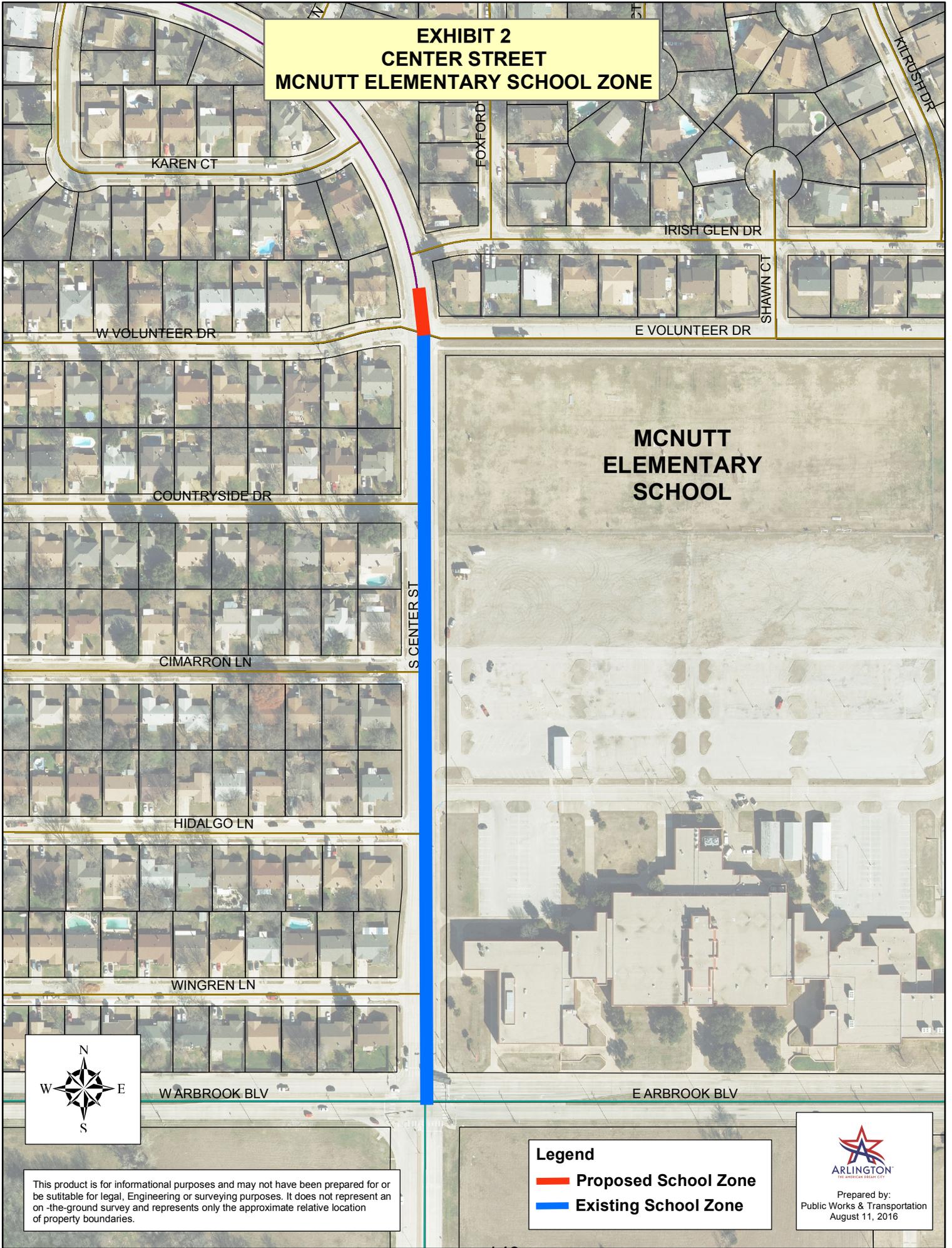
**Legend**

 **Proposed School Zone**



Prepared by:  
Public Works & Transportation  
August 2, 2016

**EXHIBIT 2  
CENTER STREET  
MCNUTT ELEMENTARY SCHOOL ZONE**



**MCNUTT  
ELEMENTARY  
SCHOOL**



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**Legend**

- Proposed School Zone
- Existing School Zone

Prepared by:  
Public Works & Transportation  
August 11, 2016



# Staff Report

## 2017 City Council Meeting Calendar

City Council Meeting Date: 09-20-16

Document Being Considered: Resolution

### **RECOMMENDATION**

Consider a resolution approving the 2017 City Council Meeting Calendar by scheduling and canceling specified regular City Council Meetings, and allowing the Mayor to call a meeting, if necessary, by following normal posting requirements.

### **PRIOR BOARD OR COUNCIL ACTION**

None

### **ANALYSIS**

Per City Charter, regular meetings of the City Council must be canceled by resolution, and the attached resolution schedules and cancels the meetings indicated in the table below. If, at a later time, the Council should choose to meet on one of the canceled meeting dates, the resolution allows the Mayor to call a meeting of the City Council by following the normal posting requirements.

| MONTH     | CANCELED   | SCHEDULED |
|-----------|------------|-----------|
| January   | 3,17,31    | 10,24     |
| February  | 7,21       | 14,28     |
| March     | 14,21      | 7,28      |
| April     | 4,18       | 11,25     |
| May       | 2,30       | 9,16,23   |
| June      | 6,20       | 13,27     |
| July      | 4,11,18,25 | --        |
| August    | 1,29       | 8,15,22   |
| September | 12,19      | 5,14,26   |
| October   | 3,24,31    | 10,17     |
| November  | 14,21      | 7,28      |
| December  | 19,26      | 5,12      |

### **FINANCIAL IMPACT**

None

### **ADDITIONAL INFORMATION**

Attached:

Resolution  
Calendar

Under separate cover:

None

Available in the City Secretary's office:

None

**STAFF CONTACT(S)**

Jennifer Wichmann, Director  
Management Resources  
817-459-6403  
[Jennifer.wichmann@arlingtontx.gov](mailto:Jennifer.wichmann@arlingtontx.gov)

Mary W. Supino, City Secretary  
Management Resources  
817-459-6188  
[mary.supino@arlingtontx.gov](mailto:mary.supino@arlingtontx.gov)

# 2017 Council Meeting Calendar

Council Meeting
  Special Purpose Council Meeting (see key below)
  City Holiday
  Uniform Election Date
  Council Break

| JANUARY |    |    |    |    |    |    |
|---------|----|----|----|----|----|----|
| S       | M  | T  | W  | T  | F  | S  |
| 1       | 2  | 3  | 4  | 5  | 6  | 7  |
| 8       | 9  | 10 | 11 | 12 | 13 | 14 |
| 15      | 16 | 17 | 18 | 19 | 20 | 21 |
| 22      | 23 | 24 | 25 | 26 | 27 | 28 |
| 29      | 30 | 31 |    |    |    |    |

| FEBRUARY |    |    |    |    |    |    |
|----------|----|----|----|----|----|----|
| S        | M  | T  | W  | T  | F  | S  |
|          |    |    | 1  | 2  | 3  | 4  |
| 5        | 6  | 7  | 8  | 9  | 10 | 11 |
| 12       | 13 | 14 | 15 | 16 | 17 | 18 |
| 19       | 20 | 21 | 22 | 23 | 24 | 25 |
| 26       | 27 | 28 |    |    |    |    |

| MARCH |    |    |    |    |    |    |
|-------|----|----|----|----|----|----|
| S     | M  | T  | W  | T  | F  | S  |
|       |    |    | 1  | 2  | 3  | 4  |
| 5     | 6  | 7  | 8  | 9  | 10 | 11 |
| 12    | 13 | 14 | 15 | 16 | 17 | 18 |
| 19    | 20 | 21 | 22 | 23 | 24 | 25 |
| 26    | 27 | 28 | 29 | 30 | 31 |    |

| APRIL |    |    |    |    |    |    |
|-------|----|----|----|----|----|----|
| S     | M  | T  | W  | T  | F  | S  |
|       |    |    |    |    |    | 1  |
| 2     | 3  | 4  | 5  | 6  | 7  | 8  |
| 9     | 10 | 11 | 12 | 13 | 14 | 15 |
| 16    | 17 | 18 | 19 | 20 | 21 | 22 |
| 23    | 24 | 25 | 26 | 27 | 28 | 29 |
| 30    |    |    |    |    |    |    |

| MAY |    |    |    |    |    |    |
|-----|----|----|----|----|----|----|
| S   | M  | T  | W  | T  | F  | S  |
|     | 1  | 2  | 3  | 4  | 5  | 6  |
| 7   | 8  | 9  | 10 | 11 | 12 | 13 |
| 14  | 15 | 16 | 17 | 18 | 19 | 20 |
| 21  | 22 | 23 | 24 | 25 | 26 | 27 |
| 28  | 29 | 30 | 31 |    |    |    |

| JUNE |    |    |    |    |    |    |
|------|----|----|----|----|----|----|
| S    | M  | T  | W  | T  | F  | S  |
|      |    |    |    | 1  | 2  | 3  |
| 4    | 5  | 6  | 7  | 8  | 9  | 10 |
| 11   | 12 | 13 | 14 | 15 | 16 | 17 |
| 18   | 19 | 20 | 21 | 22 | 23 | 24 |
| 25   | 26 | 27 | 28 | 29 | 30 |    |

| JULY |    |    |    |    |    |    |
|------|----|----|----|----|----|----|
| S    | M  | T  | W  | T  | F  | S  |
|      |    |    |    |    |    | 1  |
| 2    | 3  | 4  | 5  | 6  | 7  | 8  |
| 9    | 10 | 11 | 12 | 13 | 14 | 15 |
| 16   | 17 | 18 | 19 | 20 | 21 | 22 |
| 23   | 24 | 25 | 26 | 27 | 28 | 29 |
| 30   | 31 |    |    |    |    |    |

| AUGUST |    |    |    |    |    |    |
|--------|----|----|----|----|----|----|
| S      | M  | T  | W  | T  | F  | S  |
|        |    | 1  | 2  | 3  | 4  | 5  |
| 6      | 7  | 8  | 9  | 10 | 11 | 12 |
| 13     | 14 | 15 | 16 | 17 | 18 | 19 |
| 20     | 21 | 22 | 23 | 24 | 25 | 26 |
| 27     | 28 | 29 | 30 | 31 |    |    |

| SEPTEMBER |    |    |    |    |    |    |
|-----------|----|----|----|----|----|----|
| S         | M  | T  | W  | T  | F  | S  |
|           |    |    |    |    | 1  | 2  |
| 3         | 4  | 5  | 6  | 7  | 8  | 9  |
| 10        | 11 | 12 | 13 | 14 | 15 | 16 |
| 17        | 18 | 19 | 20 | 21 | 22 | 23 |
| 24        | 25 | 26 | 27 | 28 | 29 | 30 |

| OCTOBER |    |    |    |    |    |    |
|---------|----|----|----|----|----|----|
| S       | M  | T  | W  | T  | F  | S  |
| 1       | 2  | 3  | 4  | 5  | 6  | 7  |
| 8       | 9  | 10 | 11 | 12 | 13 | 14 |
| 15      | 16 | 17 | 18 | 19 | 20 | 21 |
| 22      | 23 | 24 | 25 | 26 | 27 | 28 |
| 29      | 30 | 31 |    |    |    |    |

| NOVEMBER |    |    |    |    |    |    |
|----------|----|----|----|----|----|----|
| S        | M  | T  | W  | T  | F  | S  |
|          |    |    | 1  | 2  | 3  | 4  |
| 5        | 6  | 7  | 8  | 9  | 10 | 11 |
| 12       | 13 | 14 | 15 | 16 | 17 | 18 |
| 19       | 20 | 21 | 22 | 23 | 24 | 25 |
| 26       | 27 | 28 | 29 | 30 |    |    |

| DECEMBER |    |    |    |    |    |    |
|----------|----|----|----|----|----|----|
| S        | M  | T  | W  | T  | F  | S  |
|          |    |    |    |    | 1  | 2  |
| 3        | 4  | 5  | 6  | 7  | 8  | 9  |
| 10       | 11 | 12 | 13 | 14 | 15 | 16 |
| 17       | 18 | 19 | 20 | 21 | 22 | 23 |
| 24       | 25 | 26 | 27 | 28 | 29 | 30 |
| 31       |    |    |    |    |    |    |

- A Official Canvass Election Results
- B Budget related meeting
- \* Swear in newly elected councilmembers
- NNO National Night Out

Resolution No. \_\_\_\_\_

**A resolution officially scheduling and canceling City Council meetings for 2017**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ARLINGTON, TEXAS:

I.

That the regular meetings of the City Council of the City of Arlington for 2017 are hereby scheduled or canceled as indicated in the table below:

| <b>MONTH</b> | <b>CANCELED</b> | <b>SCHEDULED</b> |
|--------------|-----------------|------------------|
| January      | 3,17,31         | 10,24            |
| February     | 7,21            | 14,28            |
| March        | 14,21           | 7,28             |
| April        | 4,18            | 11,25            |
| May          | 2,30            | 9,16,23          |
| June         | 6,20            | 13,27            |
| July         | 4,11,18,25      | --               |
| August       | 1,29            | 8,15,22          |
| September    | 12,19           | 5,14,26          |
| October      | 3,24,31         | 10,17            |
| November     | 14,21           | 7,28             |
| December     | 19,26           | 5,12             |

Provided, however, on the call of the Mayor, a meeting of the City Council may be convened subject to the posting requirements of Chapter 551 of the Texas Government Code.

PRESENTED AND PASSED on this the \_\_\_\_\_ day of \_\_\_\_\_, 2016, by a vote of \_\_\_\_\_ ayes and \_\_\_\_\_ nays at a regular meeting of the City Council of the City of Arlington, Texas.

\_\_\_\_\_  
W. JEFF WILLIAMS, Mayor

ATTEST:

\_\_\_\_\_  
MARY W. SUPINO, City Secretary

APPROVED AS TO FORM:  
TERIS SOLIS, City Attorney

BY 

# Staff Report



|   |                                       |
|---|---------------------------------------|
| <b>Authorization for Payment to and Retention of Bracewell, LLP</b> |                                       |
| City Council Meeting Date: 09-20-16                                 | Document Being Considered: Resolution |

## **RECOMMENDATION**

Authorize the payment to and retention of Bracewell, LLP relative to matters related to the Texas Rangers Complex Development Project.

## **PRIOR BOARD OR COUNCIL ACTION**

None.

## **ANALYSIS**

The City Council has designated the Texas Rangers Complex Development Project as a Sports and Community Venue Project under Chapter 334 of the Texas Local Government Code. In addition, a Master Agreement for the Texas Rangers Complex Development Project was negotiated, drafted and executed. The law firm Bracewell, LLP was utilized to assist with establishment of the Venue Project and the negotiation and drafting of the Master Agreement. The resolution before the Council ratifies the retention of Bracewell, LLP and payment for their work to date. Should voters authorize the Texas Rangers Complex Development Project and its financing, then the City would continue to utilize Bracewell, LLP for legal services needed for the Project going forward.

The attorneys at Bracewell, LLP have extensive experience in Chapter 334 venue elections, venue projects and stadium related financings. They have had numerous successful bond validation lawsuits that authorized the issuance of bonds for venue projects, and they were part of the legal team which handled the original Ballpark in Arlington project, including the utilization of the Arlington Sports Facilities Development Authority, as well as the Cowboys Stadium Complex Development Project for the City of Arlington.

## **FINANCIAL IMPACT**

Fees in the estimated amount of \$120,984 are due for the Master Agreement and Venue Project work. Funds for these legal services are available in the following accounts:

Account 140401-61002 Finance - \$50,000 Cost Avoidance From New General Depository Bank Agreement

Account 8035-10005 Arlington Sports Facilities Development Authority - \$70,984

## **ADDITIONAL INFORMATION**

|   |            |
|---|------------|
| Attached:                                 | Resolution |
| Under separate cover:                     | None       |
| Available in the City Secretary's Office: | None       |

## **STAFF CONTACT(S)**

|  |   |
|--|---|
| Teris Solis<br>City Attorney<br>817-459-6878<br><a href="mailto:Teris.Solis@arlingtontx.gov">Teris.Solis@arlingtontx.gov</a> | Molly Shortall<br>Assistant City Attorney<br>817-459-6878<br><a href="mailto:Molly.Shortall@arlingtontx.gov">Molly.Shortall@arlingtontx.gov</a> |
|--|---|

**Resolution No. \_\_\_\_\_**

**A resolution authorizing the payment to and the retention of the law firm of Bracewell, LLP in matters related to the Texas Rangers Complex Development Project**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ARLINGTON, TEXAS:

I.

That the City Council hereby authorizes the payment to Bracewell, LLP relative to representation of the City of Arlington in matters related to the Texas Rangers Complex Development Project. All prior transactions with said law firm regarding the referenced matter are hereby ratified and payment in the estimated amount of \$120,984 is authorized. Funds for these services are available in accounts 140401-61002 and 8035-10005.

II.

Furthermore, the City Attorney or her designee is hereby authorized to execute any and all documents relative to the retention of the law firm of Bracewell, LLP relative to representation of the City in matters related to the Texas Rangers Complex Development Project.

PRESENTED AND PASSED on this the \_\_\_\_\_ day of \_\_\_\_\_, 2016, by a vote of \_\_\_\_\_ ayes and \_\_\_\_\_ nays at a regular meeting of the City Council of the City of Arlington, Texas.

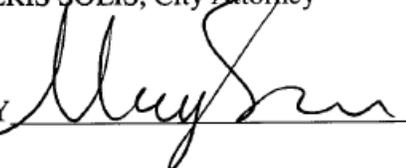
\_\_\_\_\_  
W. JEFF WILLIAMS, Mayor

ATTEST:

\_\_\_\_\_  
MARY W. SUPINO, City Secretary

APPROVED AS TO FORM:  
TERIS SOLIS, City Attorney

BY

  
\_\_\_\_\_

# Staff Report



|   |  |
|---|--|
| <b>Interlocal Agreement for Cooperative Purchasing with the City of Richardson, Bid Project 16-0167</b> |  |
|---|--|

|                                    |                                       |
|------------------------------------|---------------------------------------|
| City Council Meeting Date: 9-20-16 | Document Being Considered: Resolution |
|------------------------------------|---------------------------------------|

**RECOMMENDATION**

Approve a resolution authorizing the execution of an interlocal agreement for Cooperative Purchasing between the City of Arlington and the City of Richardson.

**PRIOR BOARD OR COUNCIL ACTION**

None.

**ANALYSIS**

Texas Government Code, Chapter 791, provides for the voluntary participation of local governments to contract with one another, and with agencies of the state, in an effort to increase efficiency and effectiveness in the performance of government functions. The primary purpose of the interlocal agreement between the cities, is to set forth terms and conditions upon which both entities may procure goods and services from vendors under current and future contracts.

**FINANCIAL IMPACT**

None.

**ADDITIONAL INFORMATION**

|                                       |                                  |
|---------------------------------------|----------------------------------|
| Attached:                             | Resolution, Interlocal Agreement |
| Under separate cover:                 | None                             |
| Available in the Purchasing Division: | None                             |

**STAFF CONTACT(S)**

Janice Hughes, CPPB  
Sr. Purchasing Agent  
817-459-6304  
[Janice.Hughes@arlingtontx.gov](mailto:Janice.Hughes@arlingtontx.gov)

Mike Finley  
Director of Finance  
817-459-6345  
[Mike.Finley@arlingtontx.gov](mailto:Mike.Finley@arlingtontx.gov)

**STATE OF TEXAS** §  
§  
**COUNTY OF DALLAS** §

**INTERLOCAL COOPERATION AGREEMENT**

This Interlocal Cooperation Agreement (“Agreement”) is by and between the City of Richardson, Texas (“Richardson”), and City of Arlington (“Arlington”), acting by and through their authorized officers.

**RECITALS:**

**WHEREAS**, this Agreement is authorized by Chapter 791 of the Texas Government Code and Subchapter F, Chapter 271, Texas Local Government Code; and

**WHEREAS**, Section 271.102 of the TEX. LOC. GOV’T CODE authorizes a local government to participate in a Cooperative Purchasing Program with another local government or a local cooperative organization; and

**WHEREAS**, a local government that purchases goods and services pursuant to a Cooperative Purchasing Program with another local government satisfies the requirement of the local government to seek competitive bids for the purchase of the goods and materials; and

**WHEREAS**, each party has and will on an annual basis obtain competitive bids for the purchase of goods and services; and

**WHEREAS**, the parties desire to enter into a cooperative purchasing program which will allow each party to purchase under goods and services under each other’s competitively bid contracts pursuant to Subchapter F, Chapter 271 of the TEX. LOC. GOV’T CODE;

**NOW THEREFORE**, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

**ARTICLE I  
PURPOSE**

The purpose of this Agreement is to establish a cooperative purchasing program between the parties, which will allow each party to purchase goods and services under each other’s competitively bid contracts pursuant to Subchapter F, Chapter 271 of the TEX. LOC. GOV’T CODE.

## **ARTICLE II TERM**

The term of this Agreement shall be for a period of one (1) year commencing on the last date of execution hereof (“Effective Date”). Thereafter this Agreement shall automatically renew for successive periods of one (1) year each under the terms and conditions stated herein, unless sooner terminated as provided herein.

## **ARTICLE III TERMINATION**

Either party may terminate this Agreement by providing thirty (30) days prior written notice to the other party.

## **ARTICLE IV PURCHASING**

The City Manager, Superintendent or designee for each party is authorized to act on behalf of the respective party in all matters relating to this cooperative purchasing program. Each party shall make payments to the other party or directly to the vendor under the contract made pursuant to Subchapter F, Chapter 271 of the TEX. LOC. GOV'T CODE. Each party shall be responsible for the respective vendor's compliance with provisions relating to the quality of items and terms of delivery.

## **ARTICLE V MISCELLANEOUS**

5.1 **Relationship of Parties:** This Agreement is not intended to create, nor should it be construed as creating, a partnership, association, joint venture or trust.

5.2 **Notice:** Any notice required or permitted to be delivered hereunder shall be deemed received when sent in the United States Mail, Postage Prepaid, Certified Mail, Return Receipt Requested, or by hand-delivery or facsimile transmission addressed to the respective party at the address set forth below the signature of the party.

5.3 **Amendment:** This Agreement may be amended by the mutual written agreement of both parties hereto.

5.4 **Severability:** In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

5.5 **Governing Law:** The validity of this Agreement and any of its terms and provisions as well as the rights and duties of the parties, shall be governed by the laws of

the State of Texas; and venue for any action concerning this Agreement shall be in the State District Court of Dallas County, Texas.

5.6 **Entire Agreement:** This Agreement represents the entire agreement among the parties with respect to the subject matter covered by this Agreement. There is no other collateral, oral or written agreement between the parties that in any manner relates to the subject matter of this Agreement.

5.7 **Recitals:** The recitals to this Agreement are incorporated herein.

5.8 **Counterparts:** This Agreement may be executed in any number of counterparts, each of whom shall be deemed an original and constitute one and the same instrument.

**EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2016

**CITY OF RICHARDSON, TEXAS**

By: \_\_\_\_\_  
DAN JOHNSON, CITY MANAGER  
411 W. Arapaho Road  
P.O. Box 830309  
Richardson, Texas 75083

**ATTEST:**

By: \_\_\_\_\_  
CITY ATTORNEY

**EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**CITY OF ARLINGTON, TEXAS**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Resolution No. \_\_\_\_\_

**A resolution authorizing the execution of an Interlocal Cooperation Agreement for Cooperative Purchasing with the City of Richardson relative to procurement of goods and services from vendors under current and future contracts**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ARLINGTON, TEXAS:

I.

That the City Manager or his designee is hereby authorized to execute an Interlocal Cooperation Agreement with the City of Richardson relative to procurement of goods and services from vendors under current and future contracts.

II.

A substantial copy of the agreement is attached hereto and incorporated herein for all intents and purposes.

PRESENTED AND PASSED on this the \_\_\_\_\_ day of \_\_\_\_\_, 2016, by a vote of \_\_\_\_\_ ayes and \_\_\_\_\_ nays at a regular meeting of the City Council of the City of Arlington, Texas.

\_\_\_\_\_  
W. JEFF WILLIAMS, Mayor

ATTEST:

\_\_\_\_\_  
MARY W. SUPINO, City Secretary

APPROVED AS TO FORM:  
TERIS SOLIS, City Attorney

BY Eddie Martin



# Staff Report

## Interlocal Agreement with the City of Fort Worth for the Household Hazardous Waste Collection Program

City Council Meeting Date: 09/20/16

Document Being Considered: Resolution

### **RECOMMENDATION**

Approve a resolution authorizing the execution of an Interlocal Agreement with the City of Fort Worth relative to participation in the Environmental Collection Center (ECC) Household Hazardous Waste Collection Program for FY 2017, in the estimated amount of \$244,400.

### **PRIOR BOARD OR COUNCIL ACTION**

None.

### **ANALYSIS**

Since 1994, the City has provided for proper disposal and recycling of household hazardous waste for Arlington residents. In December 1997, the City of Fort Worth opened a regional center, which is currently used by 50 cities, for year-round, environmentally safe, household hazardous waste collection, recycling and disposal. Since 1997, the City of Arlington has executed Interlocal Agreements with the City of Fort Worth authorizing Arlington residents to utilize the regional center. Although there is no charge to Arlington residents, the City of Arlington pays the City of Fort Worth \$47 per use. The cost per household has not increased since FY 2008.

The City of Arlington also operates a mobile collection unit for the collection of household hazardous waste materials. Monthly events (except December) are scheduled for different areas of the City and are advertised in surrounding neighborhoods of the planned event. Materials collected by the mobile collection unit are transported to the regional center for disposal or recycling.

Contract Term: October 1, 2016 – September 30, 2017

### **FINANCIAL IMPACT**

Based on previous usage, the City anticipates approximately 5,200 uses by Arlington residents during FY 2017, for a total estimated amount of \$244,400. Funding is available in Storm Water Administration Account No. 300101-61002 and subject to FY 2017 budget approval.

| <u>FY 2016</u> | <u>FY 2017</u> | <u>FY 2018</u> |
|----------------|----------------|----------------|
| \$0            | \$244,400      | \$0            |

### **ADDITIONAL INFORMATION**

|   |                                    |
|---|------------------------------------|
| Attached:                                 | Resolution<br>Interlocal Agreement |
| Under separate cover:                     | None                               |
| Available in the City Secretary's Office: | None                               |

**STAFF CONTACT(S)**

Mindy Carmichael, P.E.  
Director of Public Works and Transportation  
817-459-6552  
[Mindy.Carmichael@arlingtontx.gov](mailto:Mindy.Carmichael@arlingtontx.gov)

Resolution No. \_\_\_\_\_

**A resolution authorizing the execution of an Interlocal Agreement with the City of Fort Worth relative to participation in the Environmental Collection Center Household Hazardous Waste Collection Program for FY 2017, for the estimated amount of \$244,400**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ARLINGTON, TEXAS:

I.

That the City Manager or his designee is hereby authorized to execute an interlocal agreement with the City of Fort Worth, relative to participation in the Environmental Collection Center Household Hazardous Waste Collection Program, in the estimated amount of \$244,400, allowing Arlington residents 5,200 uses of the center during FY 2017. Funding is available in Storm Water Administration Account No. 300101-61002.

II.

A substantial copy of the agreement is attached hereto and incorporated herein for all intents and purposes.

PRESENTED AND PASSED on this the \_\_\_\_\_ day of \_\_\_\_\_, 2016, by a vote of \_\_\_\_\_ ayes and \_\_\_\_\_ nays at a regular meeting of the City Council of the City of Arlington, Texas.

\_\_\_\_\_  
W. JEFF WILLIAMS, Mayor

ATTEST:

\_\_\_\_\_  
MARY W. SUPINO, City Secretary

APPROVED AS TO FORM:  
TERIS SOLIS, City Attorney

BY Eddie Martin

INTERLOCAL AGREEMENT FOR PARTICIPATION IN FORT WORTH'S  
ENVIRONMENTAL COLLECTION CENTER  
HOUSEHOLD HAZARDOUS WASTE PROGRAM  
FY2017

INTERLOCAL AGREEMENT FOR PARTICIPATION IN FORT WORTH'S  
ENVIRONMENTAL COLLECTION CENTER  
HOUSEHOLD HAZARDOUS WASTE PROGRAM

THIS AGREEMENT is entered into by and between the City of Fort Worth, Texas, a home-rule municipal corporation situated in Tarrant, Denton, Parker, and Wise Counties, Texas, hereinafter called "Fort Worth," acting by and through Fernando Costa, its duly authorized Assistant City Manager and the City of \_\_\_\_\_, hereinafter referred to as "Participating City" and located in \_\_\_\_\_ County, Texas acting herein by and through \_\_\_\_\_ its duly authorized \_\_\_\_\_ (Name) \_\_\_\_\_ (Title).

**DELIVERY OF NOTICES**

**Any notices required to be given under this Agreement shall be delivered as follows:**

If to Fort Worth:

Cody Whittenburg, Environmental Program Manager  
Code Compliance – Environmental Management Division  
City of Fort Worth  
1000 Throckmorton  
Fort Worth, Texas 76102

If to Participating City:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## OPERATIONAL CONTACTS

### Participating City's Operational Contact Persons:

Designated person is: \_\_\_\_\_ telephone number: \_\_\_\_\_  
Mobile phone number (24-hour) where he/she can be reached: \_\_\_\_\_  
Email Address: \_\_\_\_\_

Alternate person is \_\_\_\_\_ telephone number: \_\_\_\_\_  
Mobile phone number (24-hour) where he or she can be reached: \_\_\_\_\_  
Email Address: \_\_\_\_\_

## VOUCHER UTILIZATION

The Participating City:

\_\_\_\_\_ DOES wish to use a voucher system for its residents visiting the ECC or a mobile event.

\_\_\_\_\_ DOES NOT wish to use a voucher system for its residents visiting the ECC or a mobile event.

If a voucher system is used only residents with an official voucher provided by Participating City will be allowed to drop wastes off at the ECC or at mobile events in Participating City. **A copy of the official voucher must be attached to this agreement.**

## INVOICE DELIVERY

**Invoices to Participating City shall be delivered to:**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Department (if applicable)

\_\_\_\_\_  
Street Address or PO Box

\_\_\_\_\_  
City, State, ZIP

\_\_\_\_\_  
email address for billing questions and correspondence

Participating City shall notify Fort Worth in writing if the above contact information changes during the term of this Agreement.

WITNESSETH

WHEREAS, Texas Government Code, Chapter 791, authorizes the formulation of interlocal cooperation agreements between and among local governments; and

WHEREAS, Texas Government Code, §791.011 provides that a local government may contract with another local government to perform governmental functions and services, and §791.003(3)(H) defines waste disposal as a governmental function and service; and

WHEREAS, Texas Government Code, §791.025 provides that a local government may agree with another local government to purchase services; and

WHEREAS, Fort Worth and Participating City desire to enter into an interlocal agreement whereby Fort Worth will purchase the services of a waste disposal/recycling firm or firms and will administer a household hazardous waste collection program; and

WHEREAS, Fort Worth and Participating City mutually desire to be subject to the provisions of Texas Government Code, Chapter 791, also known as the Interlocal Cooperation Act.

NOW THEREFORE, it is agreed as follows:

1.  
DEFINITIONS

- A. Unless a provision in this Agreement explicitly states otherwise, the following terms and phrases, as used in this Agreement, shall have the meanings hereinafter designated.

Act of God means an act occasioned by the direct, immediate, and exclusive operation of the forces of nature, uncontrolled or uninfluenced by the power of humans and without human intervention.

Bill of Lading lists the contents of the mobile collection unit.

Environmental Collection Center (ECC) means the City of Fort Worth Code Compliance-Environmental Management Division facility located at 6400 Bridge Street, Fort Worth, Texas, which is to be used by Fort Worth for the aggregation of household hazardous wastes that have been brought to the facility by participating cities' households for subsequent recycling, disposal, and/or reuse.

Environmental damages means all claims, judgments, damages, losses, penalties, fines, liabilities (including strict liability), encumbrances, liens, costs, and expenses of investigation and defense of any claim, whether or not such claim is ultimately defeated, and of any good faith settlement or judgment, of whatever kind or nature, contingent or otherwise, matured or un-matured, foreseeable or unforeseeable, including without limitation reasonable attorney's fees and disbursements and consultant's fees, any of which are incurred subsequent to the execution of this Agreement as a result of the handling, collection, transportation, storage, disposal, treatment, recovery, and/or reuse of waste pursuant to this Agreement, or the existence of a violation of environmental requirements pertaining to same, and including without limitation:

- (a) Damages for personal injury and death, or injury to property or natural resources;
- (b) Fees incurred for the services of attorneys, consultants, contractors, experts, laboratories and all other costs incurred in connection with the investigation or remediation of such wastes or violation of environmental requirements including, but not limited to, the preparation of any feasibility studies or reports or the performance of any cleanup, remediation, removal, response, abatement, containment, closure, restoration or monitoring work required by any federal, state or local governmental agency or political subdivision, or otherwise expended in connection with the existence of such wastes or violations of environmental requirements, and including without limitation any attorney's fees, costs and expenses incurred in enforcing this Agreement or collecting any sums due hereunder; and
- (c) Liability to any third person or governmental agency to indemnify such person or agency for costs expended in connection with the items referenced in subparagraph (b) herein.

Environmental requirements means all applicable present and future statutes, regulations, rules, ordinances, codes, licenses, permits, orders, approvals, plans, authorizations, concessions, franchises, and similar items, of all governmental agencies, departments, commissions, boards, bureaus, or instrumentalities of the United States, states, and political subdivisions thereof and all applicable judicial, administrative, and regulatory decrees, judgments, and orders relating to the protection of human health or the environment, including without limitation:

- (a) All requirements, including but not limited to those pertaining to reporting, licensing, permitting, investigation, and remediation of emissions, discharges, releases, or threatened releases of hazardous materials, pollutants, contaminants, or hazardous or toxic substances, materials, or wastes whether solid, liquid, or gaseous in nature, into the air, surface water, groundwater, storm water, or land, or relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport, or handling of pollutants, contaminants, or hazardous or toxic substances, materials, or wastes, whether solid, liquid, or gaseous in nature; and
- (b) All requirements pertaining to the protection of the health and safety of employees or the public.

Force majeure means decrees of or restraints by a governmental instrumentality other than the Parties, acts of God, work stoppages due to labor disputes or strikes, failure of Fort Worth's contractor(s) to perform pursuant to their agreements with Fort Worth for the conduct of the collection of household hazardous waste, fires, explosions, epidemics, floods, extreme weather, riots, war, rebellion, and sabotage.

Household hazardous waste (HHW) means any solid waste generated in a household by a consumer which, except for the exclusion provided for in 40 CFR § 261.4(b)(1), would be classified as a hazardous waste under 40 CFR Part 261.

Manifest means the uniform hazardous waste manifest form(s) that must accompany shipments of municipal hazardous waste or Class 1 industrial solid waste.

Mobile collection event means a household hazardous waste collection event by Participating City utilizing a mobile collection unit.

Mobile Collection Unit (MCU) means a non-self-propelled vehicle used for the periodic collection of household hazardous waste by Participating City, off-site of the ECC, which is transported to the ECC to dispose of the household hazardous waste collected at the mobile collection event. Mobile Collection Units owned by Fort Worth are designed to hold the hazardous waste of approximately 50 to 75 households.

Participating City means the municipality which has entered into this agreement with the City of Fort Worth.

Participating Entities, when used in the plural, means Fort Worth, Participating City, and all other entities which have entered into interlocal agreements with Fort Worth for the ECC household hazardous waste collection program.

Person means an individual, corporation, organization, government, or governmental subdivision or agency, business trust, partnership, association, or any other legal entity.

Waste has the same meaning as "solid waste" as that term is defined in Texas Health and Safety Code §361.003, and including hazardous substances.

- B. Unless a provision in this Agreement explicitly states otherwise, the following abbreviations, as used in this Agreement, shall have the meanings hereinafter designated.

CERCLA - Comprehensive Environmental Response, Compensation, and Liability Act, its amendments, associated case law, and state counterparts.

CPR - cardiopulmonary resuscitation

DOT - United States Department of Transportation

ECC – Fort Worth Environmental Collection Center

EPA - United States Environmental Protection Agency

HAZCAT - hazardous categorization

HAZWOPER - hazardous waste operations and emergency response and the training, certification, and legal requirements associated therewith

HM - hazardous materials

HHW - household hazardous waste

MCU - Mobile Collection Unit

TCEQ – Texas Commission on Environmental Quality

2.  
PURPOSE

The purpose of this interlocal agreement (hereafter “Agreement”) is the provision of services by Fort Worth to Participating City whereby, subject to the terms and conditions specified below, Fort Worth will administer and supervise a regional household hazardous waste collection program, which will be available to households within Participating City as described herein.

3.  
TERM

This Agreement shall be effective from October 1, 2016 or the date the last party has signed this Agreement, whichever is later, through September 30, 2017; however, the duties and responsibilities of the Parties for events which occurred during the term of the contract shall survive. If Participating City has mobile collection events scheduled during the months of October through December 2017 and this Agreement has not been renewed by the end of the regular term, this agreement shall be extended on a month to month basis until the mobile collection events have been completed or cancelled by Participating City.

In addition, this agreement may be extended by the duly authorized, mutual, and written agreement of the parties for one (1) additional one-year term.

4.  
SERVICES OF FORT WORTH

Fort Worth agrees to perform the following services for Participating City in connection with the ECC household hazardous waste collection program:

- A. Fort Worth will administer a regional household hazardous waste collection program. This program will include the operation of the Environmental Collection Center, which will accept for disposal and/or recycling household hazardous waste from households located within Participating City. Fort Worth shall not accept compressed flammable gas containers; radioactive materials; explosives or potentially shock sensitive materials; biological, etiologic, or infectious materials; wastes from businesses; or any other wastes that Fort Worth has determined are unacceptable. Commercial waste is never accepted by Fort Worth.
- B. Fort Worth will employ or retain personnel to provide the services necessary to perform Fort Worth's obligations in this Agreement.
- C. Fort Worth will enter into a contract(s) with a waste disposal/recycling firm(s) for the handling, collection, transportation, storage, disposal, treatment, recovery, and/or reuse of household hazardous waste that is collected at the ECC or during mobile collection events.
- D. Fort Worth will, if requested in writing by Participating City, provide Participating City with copies of waste manifests for shipments of waste from the ECC.

- E. Fort Worth will, if requested in writing by Participating City, provide Participating City a monthly report of the Participating City's households who disposed of household hazardous waste at the Environmental Collection Center or a mobile collection event.
- F. Fort Worth will issue a report and an invoice at the end of each quarter detailing the number of Participating City's households that disposed of household hazardous waste at the Environmental Collection Center or at mobile collection events.
- G. Fort Worth will act under this Agreement in accordance with all applicable state and federal laws.
- H. Mobile Collection Events

Participating City may schedule a mobile collection event to be operated by Fort Worth personnel using one of Fort Worth's MCUs or conduct their own mobile collection events using either Participating City's MCU or Fort Worth's Reserve MCU (as available). State regulations require notification to the Texas Commission on Environmental Quality (TCEQ) at least 45 days prior to conducting the event.

1. Fort Worth Operated Events:

If Participating City would like to schedule a mobile collection event with the Fort Worth Mobile Collection Unit, Participating City shall contact the ECC as soon as possible for a list of available dates. The time and location shall be agreeable to both parties. Participating City may schedule one mobile collection event each contract year. Fort Worth will file notification of the event with TCEQ as required by 30 TAC §335.403.

(a) Scheduling Events

Fort Worth will begin scheduling mobile collection events for the 2017 calendar year on January 9, 2017. To ensure proper notification to TCEQ, events must be scheduled at least sixty (60) days ahead of the proposed date. Participating City acknowledges that Fort Worth contracts with other municipalities and that Fort Worth will be accommodating each Participating City's request on a first come first served basis. Therefore, Participating City acknowledges that its chosen date to schedule a mobile collection event may be reserved by another city and Participating City will have to then choose another date. Participating City will, in no event, be entitled to any damages or recovery of any costs, except as provided herein. Only one mobile collection event using Fort Worth staff and equipment per city is entitled under this contract. Additional events may be accommodated if feasible.

(b) Location

If Participating City chooses to hold the Mobile Collection Event on private property, Participating City shall obtain a signed waiver from the owner of the property sixty (60) days prior to the event. The waiver shall be in the form of Exhibit B or similar form approved by Fort Worth. The signed waiver must be sent to Fort Worth sixty (60) days before the Mobile Collection Event. If the signed waiver is not sent to Fort Worth sixty (60) days before the Mobile Collection Event, Fort Worth will not send the Fort Worth Mobile Collection Unit to the event and Participating City will, in no event, be entitled to any damages

or recovery of any costs, except as provided herein. All events must be held on an impervious surface.

- (c) At the Mobile Collection Event, Participating City acknowledges and agrees that Fort Worth shall accept household hazardous waste from the first 50 households that show proof of residency at the Mobile Collection Event. After the first 50 households, Fort Worth will determine in its sole discretion how much more waste it can accept for proper transport back to the ECC. If more households arrive at the event than Fort Worth can accept, Participating City will in no event be entitled to any damages or recovery of any costs, except as provided herein.
- (d) Due to limited storage space at the ECC, Participating City acknowledges and agrees that if it requests the Fort Worth Mobile Collection Unit at a mobile collection event, a Participating City's MCU shall not also be at the event.
- (e) Fort Worth, in its sole discretion, will determine whether to send the Fort Worth Mobile Collection Unit to Participating City's Collection Event during adverse weather, the threat of adverse weather, or other hazardous conditions including but not limited to sleet, snow, rain, mist, or hail. In the event Fort Worth determines not to send the Fort Worth Mobile Collection Unit, Fort Worth shall attempt to notify persons listed herein as an "Operational Contact" by the Participating City and shall attempt to send a Fort Worth employee to the Participating City's event to tell any residents that come to dispose of household hazardous waste that the Fort Worth Mobile Collection Unit will not be coming to the event, but the resident can go to the ECC to dispose of the waste. A map with directions to the ECC also will be provided.
- (f) The Participating City agrees to collect collection data at the MCU and provide Fort Worth with a list of total MCU participants and total quantities of wastes listed in an Excel spreadsheet in a template provided by Fort Worth as Exhibit C, within ten (10) days of the mobile collection event. No vouchers, sign-in sheets, or copies of either will be accepted by Fort Worth.

2. Participating City Mobile Collection Unit:

- (a) Fort Worth agrees to accept household hazardous waste from mobile collection events conducted by Participating City using Participating City's MCU in accordance with the terms of this Agreement.
- (b) Fort Worth agrees to restock the items it removes from Participating City's MCU, however, Fort Worth shall only restock items listed in Exhibit "A," attached and incorporated herein as if set forth.

3 Loan of the Reserve Mobile Collection Unit

The reserve MCU is a specially designed and equipped thirty-six (36) foot gooseneck box-trailer and one (1) ton pickup owned by Fort Worth. Participating City may request the loan of Fort Worth's Reserve MCU free of charge for use in a Household Hazardous Waste collection event when available. Participating City may use the Reserve MCU to

transport HHW to Fort Worth's ECC or another collection center that may lawfully receive HHW. Participating City shall provide Fort Worth with a written request, facsimile or e-mail, at least sixty (60) days prior to the event date for which the request is made. Fort Worth shall have sole determination whether the Reserve MCU is available for use by Participating City and shall notify Participating City as soon as is reasonably practicable of such decision. Fort Worth shall not participate in nor be responsible for any part of the Participating City's HHW Collection Event unless and except by written mutual agreement.

- (a) Fort Worth shall disclose any known problems the Reserve MCU may have in performing the tasks necessary for the HHW Collection Event. Prior to issuance of the Reserve MCU, a pre-trip inspection for potential maintenance problems will be performed by Fort Worth. Also, both parties will complete a pre-trip aesthetic assessment. Participating City shall be responsible for all certifications and insurance necessary for the proper operation of the Reserve MCU.
- (b) Participating City agrees to maintain and return the Reserve MCU in as good condition as it was in when Participating City took possession for use. Participating City shall return the Reserve MCU to Fort Worth in a timely manner and as mutually agreed upon.
- (c) Participating City shall be responsible for all property damage, personal injury, or death caused by Participating City's employees, volunteers, contractors, or agents and arising out of the use of the Reserve MCU during the term of this Agreement.
- (d) It is expressly understood and agreed that, in the execution of this Agreement, neither of the parties waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement the parties do not intend to create any obligations, expressed or implied, other than those set forth herein and this Agreement shall not create any rights in parties not signatories hereto.

## 5.

### DUTIES OF PARTICIPATING CITY

Participating City agrees to perform the following duties in connection with the household hazardous waste collection program:

- A. Participating City will designate one of its employees, and another as an alternate, to act as its household hazardous waste collection Operational Contact to interact with Fort Worth as designated on the signature page to this contract.
- B. Participating City will coordinate and fund all program advertising targeted to its own citizens, as it deems necessary. Such advertising shall include the type of wastes that will be accepted at the ECC, the requirement of proof of residency, and weather cancellation information.

- C. Participating City shall notify its residents of the ECC hours of operation and dates it is closed as provided in Section 9 “The Environmental Collection Center Hours of Operation.”
- D. Participating City may choose to utilize a voucher system for its residents in order for them to bring HHW to the ECC. If Participating City chooses to use such a system, it shall designate so herein and include a copy of the official voucher. In addition, if a citizen from a Participating City that utilizes a voucher system comes to the ECC or a mobile collection event without a voucher, Participating City acknowledges and agrees that Fort Worth will not accept the household hazardous waste until Participating City authorizes the acceptance in writing.
- E. Participating City may submit a written request for a monthly report listing the number of its city's households that have disposed of household hazardous waste at the ECC or a mobile collection event.
- F. Participating City shall provide traffic control and signage for the mobile collection event, and shall provide personnel to assist Fort Worth with the offloading of material, surveys, and screening of persons dropping off household hazardous waste. Prior to the event, the parties shall agree upon the details of the traffic control, signage, and personnel assistance.
- G. If a Participating City resident presents waste that was collected from multiple households, Fort Worth reserves the right to charge the Participating City based on the total number of households from which the waste originated even if the resident has only one voucher.
- H. Participating City shall provide a means for disposing of solid waste (e.g. boxes, trash, containers) on site during a mobile collection event.
- I. Mobile Collection Events using Participating City’s MCU or Reserve MCU
  1. Participating City is responsible for proper notification to TCEQ as required by 30 TAC §335.403.
  2. Participating City shall advise the ECC at least 72 hours in advance of its mobile collection events. Participating City shall collect only HHW during a mobile collection event. Wastes from commercial, agricultural, and industrial sources shall not be accepted. Participating City shall not accept compressed flammable gas containers; radioactive materials; explosives or potentially shock sensitive materials; biological, etiologic, or infectious materials; or any other wastes that Fort Worth has determined are unacceptable.
  3. In accordance with the latest DOT requirements, Participating City's MCU operators will properly categorize, package, mark, label, and load into the MCU, all wastes received at the mobile collection event. Recyclable products (used oil, used oil filters, latex paint, recyclable anti-freeze, lead-acid batteries, and fluorescent lights) will be segregated into containers for recyclables.
  4. After accepting wastes, Participating City's MCU operators shall thoroughly check each container for proper labeling and identification. If a container is properly identified, the

material will be segregated according to hazard class and prepared for packaging. If a container does not have adequate labeling to permit identification, the MCU operators shall then attempt to identify the material from its physical characteristics using HAZCAT analysis and from information provided by the household presenting the waste.

5. The Participating City's MCU operators shall package all hazardous materials in accordance with DOT requirements, EPA requirements, and all other applicable federal and state requirements. After all the wastes have been properly identified and segregated, the MCU operators will reexamine the wastes for compatibility, list them on the container content sheets, and pack them into drums. Oil-based paints and latex paints shall be bulked separately in 55-gallon drums, or if the paint is left in its container, the paint can be packed in a lined cubic yard box, and packed and labeled according to federal and state regulations. Participating City shall not transport waste that is not HHW to the ECC. Participating City agrees to make its own arrangements to dispose of any non-HHW waste collected at the event.
6. Prior to transporting the HHW from the collection event site, Participating City's MCU operators shall complete a Bill of Lading, and shall keep the Bill of Lading in the cab of the truck hauling the MCU during transportation of the HHW to the ECC. Participating City shall require that a minimum of one copy of the latest North American Emergency Response Guidebook be kept within the cab of the truck.
7. During transportation, Participating City's MCU operators shall placard the MCU for transportation of hazardous waste in accordance with federal and state law.
8. Upon the return of the MCU to the ECC, Participating City's MCU operators shall follow the instructions of Fort Worth regarding the placement of the MCU for unloading. Fort Worth shall take possession of the MCU from Participating City after the MCU has been properly parked for unloading in accordance with Fort Worth's instructions and all required documents have been delivered to the ECC manager or his/her designee at the ECC. Fort Worth shall, within a reasonable amount of time, unload the HHW from the Participating City's MCU and store the unit at the ECC. After being contacted, Participating City shall pickup their unit within 10 days.
9. If Fort Worth, in its sole discretion, determines that Participating City's MCU operators improperly packaged any of the HHW delivered to the ECC, Fort Worth shall repackage such waste, and Participating City shall reimburse Fort Worth as set forth herein.
10. If a spill emanating from the Participating City's MCU or the Reserve MCU occurs at the ECC while the MCU is still in Participating City's possession, Fort Worth shall take control of the spill response and Participating City will reimburse Fort Worth for its response costs as set forth herein.

## 6.

### USE OF WASTE DISPOSAL/RECYCLING FIRMS FOR HOUSEHOLD HAZARDOUS WASTE

- A. Fort Worth will enter into a contract(s) with a waste disposal/recycling firm(s) for the handling, collection, transportation, storage, disposal, treatment, recovery, and/or reuse of household hazardous waste, from the ECC.
- B. Such firm(s) shall be required pursuant to the contract(s) to assume generator status for the waste collected, (excluding used oil, lead-acid batteries and antifreeze) to choose a disposal site for the waste subject to Fort Worth's approval, and to indemnify Fort Worth and participating cities against any and all environmental damages and the violation of any and all environmental requirements resulting from the handling, collection, transportation, storage, disposal, treatment, recovery, and/or recycling of waste collected pursuant to this agreement, when said environmental damages or the violation of said environmental requirements was the result of any act or omission of contractor, its officers, agents, employees, or subcontractors, or the joint act or omission of contractor, its officers, agents, employees, or subcontractors and any other person or entity.
- C. **THE PARTIES RECOGNIZE THAT ALTHOUGH THE FIRM (S) WILL BE REQUIRED TO ASSUME GENERATOR STATUS, THIS ASSUMPTION WILL NOT RELIEVE PARTICIPATING CITY OF LIABILITY FOR THE WASTE UNDER FEDERAL LAW AND STATE LAW.** Fort Worth will arrange for recycling vendors for used oil, batteries, antifreeze, and other materials, as it deems appropriate.

7.

REUSE OF COLLECTED MATERIALS

- A. From time-to-time Fort Worth will make available to residents and businesses of Fort Worth, as well as, Participating City residents and businesses of Participating City for their use, collected household hazardous waste materials that are suitable for reuse, such as paint, fertilizer, motor oil, and antifreeze. Fort Worth shall not charge for any materials that are picked up for reuse.
- B. Some materials made available for reuse may have been consolidated and filtered by Fort Worth prior to being made available. Used antifreeze will have been consolidated in a barrel, filtered, and pH balanced, and new antifreeze may have been added to the barrel.
- C. In regards to materials accepted by Participating City, its employees, residents, or any other person **FORT WORTH MAKES NO REPRESENTATIONS, WARRANTIES, OR GUARANTIES THAT:**
  - 1. the container contents are what the label indicates;
  - 2. the container contents are those originally placed into the container by the manufacturer;
  - 3. the product is of the quality intended for its use;
  - 4. the contents of the container have been stored properly;
  - 5. the instructions on the container label for use, storage, and first aid are current or correct;
  - 6. the container is in unimpaired condition;

7. the product is still approved for use (i.e., it has not been banned or recalled); and
8. the product can be used without risk to persons, property or the environment.

**FURTHERMORE, ALL WARRANTIES, EXPRESS AND IMPLIED, ARE SPECIFICALLY DENIED. PARTICIPATING CITY SHALL NOTIFY RECIPIENTS OF THESE TERMS AND CONDITIONS.**

- D. Participating City shall contact the ECC manager to arrange a pickup time to obtain materials. Participating City agrees that it shall not return to Fort Worth, directly or indirectly, any materials it obtains from Fort Worth under this paragraph.

**E. INDEMNIFICATION REGARDING REUSED OR RECYCLED MATERIALS.**

**1. IN REGARDS TO REUSED OR RECYCLED MATERIALS ACCEPTED BY PARTICIPATING CITY, PARTICIPATING CITY DOES HEREBY WAIVE ALL CLAIMS, INCLUDING PRODUCTS LIABILITY CLAIMS, AND RELEASES, AND HOLDS HARMLESS THE CITY OF FORT WORTH, AND ALL OF ITS OFFICIALS, OFFICERS, EMPLOYEES, AGENTS, AND VOLUNTEERS, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM ANY AND ALL LIABILITY, CLAIMS, SUITS, DEMANDS, EXPENSES OF LITIGATION, OR CAUSES OF ACTION WHICH MAY ARISE BY REASON OF INJURY TO PERSONS, LOSS OF PROPERTY, DAMAGE TO PROPERTY, OR LOSS OF USE OF ANY PROPERTY , OCCASIONED BY THE TRANSPORTATION, STORAGE, HANDLING, USE, AND DISPOSAL BY PARTICIPATING CITY OF ANY MATERIALS ACCEPTED BY PARTICIPATING CITY UNDER THIS AGREEMENT FROM FORT WORTH.**

2. IF THE PARTICIPATING CITY DOES NOT AGREE TO THE INDEMNIFICATION AND WAIVER IN PARAGRAPH E ABOVE, THEN THE PARTICIPATING CITY SHALL NOT ACCEPT, NOR ALLOW ANY OTHER PERSON TO ACCEPT ANY OF THE REUSED OR RECYCLED MATERIALS AND SHALL NOT BE REQUIRED TO AGREE TO THE WAIVER IN PARAGRAPH E. Initial here to reject term 7.E.1. and accept alternate term 7.E.2. \_\_\_\_\_.

- F. In regards to materials accepted by residents or businesses of Participating Cities, FORT WORTH MAKES NO REPRESENTATIONS, WARRANTIES OR GUARANTIES THAT:

1. the container contents are what the label indicates;
2. the container contents are those originally placed into the container by the manufacturer;
3. the product is of the quality intended for its use;
4. the contents of the container have been stored properly;
5. the instructions on the container label for use, storage, and first aid are current or correct;
6. the container is in unimpaired condition;

7. the product is still approved for use (i.e., it has not been banned or recalled); and
8. the product can be used without risk to persons, property or the environment.

**FURTHERMORE, ALL WARRANTIES, EXPRESS AND IMPLIED, ARE SPECIFICALLY DENIED.**

- G. Participating City shall attempt to inform its residents and businesses that if they go to the Environmental Collection Center to pick up household hazardous waste for reuse, a release of liability must be signed to accept the household hazardous waste for reuse.

8.

RIGHT TO REFUSE WASTE

Participating City agrees that Fort Worth shall have the right to refuse to accept waste at the ECC from Participating City or Participating City's resident, if in the reasonable judgment of Fort Worth:

- A. The waste is not household hazardous waste;
- B. The waste fails to meet other established criteria established by this Agreement, or that have been established by Fort Worth subsequent to the execution of the Agreement;
- C. The individual does not have sufficient identification to establish that he/she is in fact a resident of Participating City;
- D. Participating City has implemented a voucher system for its residents to dispose of waste, and the individual does not have a valid voucher; or
- E. The waste or the individual presents a hazard to the ECC or to persons or property at the ECC.

9.

ENVIRONMENTAL COLLECTION CENTER HOURS AND DAYS  
OF OPERATION

- A. Hours of Operation

During the term of the Agreement, the ECC's hours of operation are as follows:

Thursday and Friday 11:00 a.m. - 7:00 p.m.  
Saturday 9:00 a.m. - 3:00 p.m.

- B. Days the Environmental Collection Center will be closed

During the term of the agreement, the ECC will be closed on the following holidays that are observed on days the ECC would otherwise be open to the public:

Thanksgiving holiday, Thursday and Friday, November 24-25, 2016  
Christmas holiday, Saturday, December 24, 2016  
New Year's holiday, Saturday, December 31, 2016

In addition to the above closures Fort Worth employees may not be available to conduct mobile collection events on other dates to conduct mobile collections within the City of Fort Worth, although the ECC will remain open on those days. The ECC may close due to furlough days or other causes, and the City of Fort Worth does not represent to Participating City that the ECC will be open on any particular days. If additional closures due to any cause are necessary Fort Worth will notify Participating City prior to the closure unless due to an unforeseeable event.

C. Notifying Residents

Participating City agrees to notify its residents of the ECC's hours of operation and dates it will be closed. Participating City also may advertise the 24-hour Environmental Collection Center telephone number: 817-392-5257.

10.  
COMPENSATION

As fair compensation for the services provided by Fort Worth pursuant to this Agreement:

- A. Participating City agrees to pay Fort Worth the sum of **\$47.00** per household per visit to the ECC (or per participating household in a Mobile Collection Event) to dispose of household hazardous waste. If a Participating City resident presents waste that was collected from multiple households, Fort Worth reserves the right to charge the Participating City based on the total number of households from which the waste originated.
- B. If Fort Worth determines that Participating City's MCU operators improperly packaged any of the HHW delivered to the ECC, Fort Worth shall repackage such waste, and Participating City shall reimburse Fort Worth for its staff time at \$20.00 an hour and the cost of supplies.
- C. If a spill emanating from the Participating City's MCU or the Reserve MCU occurs at the ECC while the MCU is still in Participating City's possession, Fort Worth shall take control of the spill response and Participating City will reimburse Fort Worth for its response costs for City staff time (\$60.00 per hour) plus the cost of supplies and the actual costs for the spill response and remediation incurred by the City of Fort Worth for third party contractors and responding governmental agencies.
- D. The amount due to Fort Worth for services provided under this Section, Paragraphs A, B, and C, shall be billed to Participating City quarterly. Participating City shall pay Fort Worth within 30 days of receiving a bill from Fort Worth. If Fort Worth does not receive payment within 30 days, Fort Worth shall inform Participating City in writing that it will not accept any household hazardous waste from Participating City's residents and that Fort Worth will not participate in a mobile collection event or provide a mobile collection unit until paid.
- E. At the end of the term of this Agreement, Fort Worth shall provide a final accounting to Participating City, which will include the total number of Participating City's households which

participated in the program, repackaging fees, if any, and the total cost of spill response charged to Participating City, if any.

- F. Pursuant to the requirements of Government Code §791.011 (a)(3), the amount due to Fort Worth under Subparagraph D. above shall be paid from revenues currently available to Participating City in the present fiscal year.

11.

ARTWORK, "CAPTAIN CRUD AND THE CRUDDIES," AND PROMOTIONAL MATERIALS  
LICENSE AGREEMENT

Fort Worth is the owner of "**Captain Crud**" and the Cruddies ("**Bloomer**," "**Otto**," "**Pestie**," "**Scrub**," and "**Van Goo**") and the recycling buddies ("**Scrappy**," "**Juggles**," and "**Cana Nana**"), "**Conquer Your Crud**," and "**Crud Cruiser**", and therefore all ownership rights belong to Fort Worth. Fort Worth has registered these marks as service marks with the Secretary of State.

- A. Fort Worth hereby grants to Participating City a non-transferable, non-exclusive license to use all the artwork and promotional materials that may be provided by Fort Worth to be used solely in the conduct of the business of Participating City's disposal and recycling of household hazardous waste programs. If Participating City wishes to use to Licensed Art and/or Promotional Materials in other limited situations, Participating City must first obtain express written consent from Fort Worth.
- B. Fort Worth may provide licensed Artwork and Promotional Materials to Participating City pursuant to the terms of this Agreement. Participating City acknowledges that by virtue of this License, Participating City acquires only the right to use the original and permitted duplicate copies of the Licensed Artwork and Promotional Materials and does not acquire any rights of ownership in the Licensed Artwork and Promotional Materials, which rights shall remain exclusively with Fort Worth. If Participating City wants to modify or change the artwork and/or promotional materials in any manner, Participating City hereby agrees to contact Fort Worth in writing to obtain written consent before modifying or changing any artwork and/or promotional materials.

12.

IMMUNITY

It is expressly understood and agreed that, in the execution of this Agreement, none of the Participating Cities waives, nor shall be hereby deemed to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions, and that the services described in this Agreement are a governmental function.

13.

FORCE MAJEURE

A delay or failure of Fort Worth to perform services pursuant to this Agreement shall be excused to the extent that the delay or failure to perform resulted from a force majeure event, and the delay or failure was beyond the control of Fort Worth and not due to its fault or negligence. Participating City shall not have, and hereby waives, any claim whatever for any damages resulting from delays or failure to perform caused by a force majeure event.

14.  
TERMINATION

The parties shall each have the right to terminate the Agreement for any reason, with or without cause, upon thirty (30) days written notice to the other party. Upon termination, the parties shall be released from all contractual obligations to the other party excluding "USE OF WASTE DISPOSAL/RECYCLING FIRMS FOR HOUSEHOLD HAZARDOUS WASTE" "REUSE OF COLLECTED MATERIALS" and ARTWORK, "CAPTAIN CRUD AND THE CRUDDIES," AND "PROMOTIONAL MATERIALS LICENSE AGREEMENT" and any terms and conditions arising from events occurring during the term of the contract .

15.  
ENTIRETY

This Agreement contains all commitments and Agreements of the parties hereto, and no other oral or written commitments shall have any force or effect if not contained herein, except that this Agreement can be amended or modified by the parties if such amendment or modification is in writing and signed by Participating City and Fort Worth.

16.  
SEVERABILITY

In the event anyone or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

17.  
VENUE

Should any action, real or asserted, at law or in equity, arise out of the terms and conditions of this Agreement, venue for said action shall be in Tarrant County, Texas.

18.  
AUTHORITY

This Agreement is made for Fort Worth and Participating City as an Interlocal Agreement, pursuant to Texas Government Code, Chapter 791.

19.

AUTHORIZATION

The undersigned officers and/or agents of the parties hereto are properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions extending such authority have been duly passed and are now in full force and effect.

CITY OF FORT WORTH

CITY OF \_\_\_\_\_

By:

By:

\_\_\_\_\_

\_\_\_\_\_

Fernando Costa

Printed name: \_\_\_\_\_

Assistant City Manager

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

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

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

APPROVED AS TO FORM  
AND LEGALITY:

APPROVED AS TO FORM  
AND LEGALITY:

\_\_\_\_\_  
Arthur N. Bashor  
Assistant City Attorney

\_\_\_\_\_  
City Attorney / Assistant City Attorney

ATTEST:

ATTEST:

\_\_\_\_\_  
Mary J. Kayser  
City Secretary

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

\_\_\_\_\_  
Contract Authorization

\_\_\_\_\_  
Date

Exhibit "A"

**RESTOCKING LIST FOR THE MOBILE COLLECTION UNIT**

| <b>Material</b>  | <b>Amount Restocked</b>      | <b>Special Needs</b> | <b>Remarks</b> |
|--|------------------------------|----------------------|----------------|
| 55 gallon open top drums (open top for loose packs)                                    | Amount taken off the trailer |                      |                |
| 55 gallon drums (closed top) (oil, antifreeze, bulk flammable materials and one extra) | Amount taken off the trailer |                      |                |
| Fiber drums (55 or 30 gallon) Aerosols, acids, bases and oxidizers)                    | Amount taken off the trailer |                      |                |
| Gaylord box liners (plastic)   | Amount taken off the trailer |                      |                |
| 55 gallon drum liners  | Amount taken off the trailer |                      |                |
| 5 gallon buckets (filters/haz chemicals)   | Amount taken off the trailer |                      |                |
| Survey Forms   | Amount taken off the trailer |                      |                |
| Labels/drum placard  | Amount taken off the trailer |                      |                |
| Gaylord boxes  | Amount taken off the trailer |                      |                |
| Absorbent pads   | Amount taken off the trailer |                      |                |
| Vermiculite  | Amount taken off the trailer |                      |                |
| Oil dry  | Amount taken off the trailer |                      |                |
| Promotional Materials & Brochures  | Amount needed                |                      |                |

Exhibit "B"

WAIVER AND RELEASE OF LIABILITY FOR COLLECTION OF HOUSEHOLD  
HAZARDOUS WASTE

I being the owner of property located at \_\_\_\_\_  
have been asked by the City of \_\_\_\_\_ to allow a mobile collection event on  
my property to collect household hazardous waste on the \_\_\_\_\_, 20\_\_\_\_. I hereby give my  
permission to the City of \_\_\_\_\_ and the City of Fort Worth, to hold a household  
hazardous waste collection event on my property in which the City of \_\_\_\_\_  
has asked the City of Fort Worth to send its mobile collection unit to collect the household hazardous  
waste that is brought to the event.

**Therefore, I hereby RELEASE, DISCHARGE, HOLD HARMLESS, INDEMNIFY** the City of Fort Worth or its  
officers, agents, and employees and the City of \_\_\_\_\_ and its officers, agents,  
and/or employees for any and all claims, demands, liability, causes of action, actions or suits of any  
character that I may have against the City of Fort Worth or its officers, agents, and/or employees and  
the City of \_\_\_\_\_ or its officers, agents, and/or employees for any property loss  
or damage, for any and all personal injury including death or any other damage of any kind or character  
which may arises or that arises from allowing the City of \_\_\_\_\_ to hold a household  
hazardous waste collection event, in which the City of Fort Worth sends its mobile collection unit on my  
property.

I have read this Waiver and Release and fully understand its terms and conditions. I have not been  
influenced in any extent whatsoever by any representation or statements not contained in this  
Agreement.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date





# Staff Report

|  |  |
|--|--|
| <b>Interlocal Agreement and Engineering Services Contract for the Lake Arlington Raw Water Pump Station Shared Operation Improvements; Project No. WUTR16011</b> |  |
|--|--|

|                                      |                                      |
|--------------------------------------|--------------------------------------|
| City Council Meeting Date: 9/20/2016 | Action Being Considered: Resolutions |
|--------------------------------------|--------------------------------------|

## **RECOMMENDATION**

Authorize the execution of an Interlocal Agreement with the Trinity River Authority of Texas for the Evaluation of the Lake Arlington Raw Water Pump Station Shared Operation Improvements, and the execution of an Engineering Services Contract with HDR Engineering, Inc., of Dallas, Texas, in an amount not to exceed \$477,250.

## **PRIOR BOARD OR COUNCIL ACTION**

None

## **ANALYSIS**

The City of Arlington Water Utilities department (AWU) and the Trinity River Authority of Texas (TRA) are entering into an Interlocal Agreement for the Evaluation of the Lake Arlington Raw Water Pump Station Shared Operation Improvements. The purpose of the Interlocal Agreement is to hire an engineering firm to evaluate the City of Arlington's Lake Arlington Raw Water Pump Station (LARWPS) and to provide recommendations for modifications and improvements to allow shared operation for both entities. AWU and TRA currently operate separate intake/raw water pump stations at Lake Arlington. Both facilities are in need of rehabilitation to address aging infrastructure and operational efficiency. The LARWPS is the newer facility of the two and offers features that can benefit both entities. There are multiple piping interconnects between the two systems, and it is possible the LARWPS can be configured with pumps that provide the needed capacity for AWU and TRA more cost-effectively than if each entity separately invested in upgrading its own facilities.

The project scope includes performing condition assessment, providing several operational scenarios to both entities and conducting preliminary design for the selected approach. The preliminary design will include evaluation for the existing structures, proposed improvements to the electrical system and design approach for the pumping system.

A Request for Qualifications (RFQ) was issued for this project. Two firms submitted Statements of Qualifications in response to the RFQ. A selection committee reviewed and scored the submittals and selected HDR Engineering, Inc.

The Arlington Water Utilities department negotiated an Engineering Services Contract with HDR Engineering, Inc. to perform the project for a base design fee of \$459,439 plus an amount not to exceed \$17,811 for Special Services.

**FINANCIAL IMPACT**

Funding Sources:

Water Bond Fund                      658502-18164205-61043                      \$477,250

FY 2017  
\$477,250

FY 2018  
\$0

FY 2019  
\$0

TRA has agreed to share the cost with AWU and reimburse the City for 50% of the total project cost.

**ADDITIONAL INFORMATION**

|   |  |
|---|--|
| Attached:                                 | Interlocal Agreement<br>Engineering Services Contract<br>Resolutions |
| Under separate cover:                     | None   |
| Available in the City Secretary's office: | None   |

**STAFF CONTACT(S)**

Walter J. Pishkur  
Director of Water Utilities  
817-459-6603  
[Buzz.Pishkur@arlingtontx.gov](mailto:Buzz.Pishkur@arlingtontx.gov)

Brad Franklin, P.E.  
Assistant Director of Water Utilities  
817-459-6632  
[Brad.Franklin@arlingtontx.gov](mailto:Brad.Franklin@arlingtontx.gov)

Resolution No. \_\_\_\_\_

**A resolution authorizing the execution of an Interlocal Agreement for the Evaluation of Lake Arlington Raw Water Pump Station Shared Operation Improvements with Trinity River Authority of Texas relative to hiring an engineering firm to evaluate the Lake Arlington Raw Water Pump Station and to provide recommendations for modifications and improvements to allow shared operation**

WHEREAS, the Trinity River Authority of Texas (TRA) owns and operates the Tarrant County Water Supply Project (TCWSP) that supplies water to the cities of Bedford, Colleyville, Euless and portions of Grapevine and North Richland Hills; and

WHEREAS, the City owns and operates the Lake Arlington Raw Water Pump Station (LARWPS); and

WHEREAS, TRA operates an older Raw Water Pump Station also located in Lake Arlington; and

WHEREAS, it is deemed to be in the best interest of both the City and TRA to enter into a mutually satisfactory agreement to hire an engineering firm to provide a preliminary evaluation of the shared operation of the LARWPS to serve both parties' needs; and

WHEREAS, the City and TRA desire to cooperate in the request for qualification process to select an engineering firm and negotiate an Engineering Services Agreement; and

WHEREAS, the City and TRA desire to share the cost of the Engineering Services Agreement fees equally related to the evaluation, with any additional work done that benefits just one party being the sole responsibility of the benefitted party; and

WHEREAS, the City and TRA agree that TRA will reimburse the City for one-half of the Engineering Services Agreement cost related to the evaluation, and for 100% of any cost for work exclusively benefitting the TRA; NOW  
THEREFORE

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ARLINGTON, TEXAS:

I.

That the City Manager or his designee is hereby authorized to execute an Interlocal Agreement for the Evaluation of Lake Arlington Raw Water Pump Station Shared Operation Improvements with Trinity River Authority of Texas relative to hiring

an engineering firm to evaluate the Lake Arlington Raw Water Pump Station and to provide recommendations for modifications and improvements to allow shared operation. The City and TRA will share the costs of the evaluation equally and costs are estimated at \$500,000.

II.

A substantial copy of the Interlocal Agreement is attached hereto and incorporated herein for all intents and purposes.

PRESENTED AND PASSED on this the \_\_\_\_\_ day of \_\_\_\_\_, 2016, by a vote of \_\_\_\_\_ ayes and \_\_\_\_\_ nays at a regular meeting of the City Council of the City of Arlington, Texas.

ATTEST:

\_\_\_\_\_  
W. JEFF WILLIAMS, Mayor

\_\_\_\_\_  
MARY W. SUPINO, City Secretary

APPROVED AS TO FORM:  
TERIS SOLIS, City Attorney

BY *Caldin Martin*

STATE OF TEXAS           §       Interlocal Agreement for the Evaluation of  
                                  §       Lake Arlington Raw Water Pump Station  
COUNTY OF TARRANT   §       Shared Operation Improvements

THIS INTERLOCAL AGREEMENT (hereafter "AGREEMENT") is made and entered into on this the \_\_\_\_ day of \_\_\_\_\_, 2016 (the "Effective Date"), by and between the **TRINITY RIVER AUTHORITY OF TEXAS**, a political subdivision of the State of Texas (hereinafter referred to as "AUTHORITY"), and the **CITY OF ARLINGTON, TEXAS**, a municipal corporation (hereinafter referred to as "ARLINGTON"), collectively referred to herein as the PARTIES.

**Recitals**

- WHEREAS, ARLINGTON is a home rule municipality operating under and governed by the laws and Constitution of the State of Texas, with its corporate limits within Tarrant County, Texas; and
- WHEREAS, the AUTHORITY is a conservation and reclamation district that includes Tarrant County, Texas within its political boundaries pursuant to Texas Revised Civil Statutes Chapter 8280-188; and
- WHEREAS, the AUTHORITY owns and operates the Tarrant County Water Supply Project (TCWSP) that supplies water to the cities of Bedford, Colleyville, Euless, and portions of Grapevine and North Richland Hills; and
- WHEREAS, ARLINGTON owns and operates the Lake Arlington Raw Water Pump Station (LARWPS); and
- WHEREAS, the AUTHORITY operates an older Raw Water Pump Station (TCWSP RWPS) also located in Lake Arlington; and
- WHEREAS, ARLINGTON and the AUTHORITY entered into an agreement to investigate the feasibility of the shared operation of the LARWPS; and
- WHEREAS, it is deemed to be in the best interest of both ARLINGTON and the AUTHORITY that said PARTIES do enter into a mutually satisfactory agreement to hire an engineering firm to provide a preliminary evaluation of the shared operation of the LARWPS to serve both PARTIES' needs; and
- WHEREAS, the PARTIES desire to cooperate in the request for qualification process to select an engineering firm and negotiate an Engineering Services Agreement; and
- WHEREAS, the PARTIES desire to share the cost of the Engineering Services Agreement fees equally (50%/50%) related to the evaluation, with any

additional work done that benefits just one party being the sole responsibility of the benefitted party; and

WHEREAS, the PARTIES agree that the AUTHORITY will reimburse ARLINGTON for one-half of the Engineering Services Agreement cost related to the evaluation, and for 100% of any cost for work exclusively benefiting the AUTHORITY; and

WHEREAS, the Texas State Legislature has authorized the formulation of interlocal cooperation agreements between and among governmental entities pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, as amended; and

WHEREAS, the governing bodies of the PARTIES believe that this AGREEMENT is necessary for the benefit of the public and that each party has the legal authority to provide the governmental function which is the subject of this AGREEMENT; and

WHEREAS, the governing bodies of each party find that the undertaking is necessary for the benefit of the public and that each party has the legal authority to provide such service, and is in the common interest of both parties hereto; and that the covenants and promises constitute adequate consideration to each party; and

WHEREAS, the PARTIES, in paying for the performance of governmental functions or in performing such governmental functions pursuant to this AGREEMENT shall make payments therefore only from current revenues legally available to such party; NOW, THEREFORE,

Pursuant to and permitted by the laws of the State of Texas for and in consideration of the covenants, conditions and undertakings hereinafter described, and subject to each and every term and condition of this AGREEMENT, the PARTIES contract, covenant and agree as follows:

#### **Article I.**

##### **Findings and Purpose**

- 1.1 **Recitals.** The recitals hereinabove set forth are incorporated herein for all purposes and are found to be true and correct.
- 1.2 **No Grant of Equity or Ownership.** Unless otherwise stated, no provision of this AGREEMENT shall be construed to create any type of joint or equity ownership of any property or any partnership or joint venture. Unless otherwise stated, neither this AGREEMENT, nor any acts of the PARTIES hereunder, nor the AUTHORITY's payments, shall be construed as granting to or otherwise vesting

in any right, title, interest, or equity in the Arlington Raw Water System nor in the Arlington Treated Water System or any element thereof.

PARTIES previously agreed that the fees included in the Raw Water Pump Station Evaluation Engineering Services Contract executed by ARLINGTON shall be equally shared.

**Article II.**  
**Responsibilities of the PARTIES**

The following shall apply to the PARTIES in the performance of this AGREEMENT.

- A. ARLINGTON will procure the contract for professional services related to the evaluation of Lake Arlington Raw Water Pump Station Shared Operation Improvements (“Project”). The AUTHORITY shall be allowed to participate in the procurement and shall be entitled to accept or reject the terms of said engagement, which acceptance shall not be unreasonably withheld.
- B. ARLINGTON shall be responsible for issuing payment for all invoices associated with the Project. The total Project fees are estimated in the amount of \$500,000. The AUTHORITY shall reimburse ARLINGTON one-half of all approved invoices upon proof of payment and request for reimbursement. AUTHORITY or ARLINGTON may each use the employment of the professional for services that exclusively benefit one PARTY, and the benefitted PARTY shall be responsible for all costs related to those services. The PARTIES will identify such work exclusively benefitting one party before directing the professional to undertake such services.
- C. ARLINGTON agrees to include AUTHORITY in all meetings for consultant selection, contract negotiation and all project meetings with the selected consultant.
- D. ARLINGTON and AUTHORITY shall provide all engineering drawings, as-built drawings and operational data requested by the consultant for each of their respective facilities.
- E. ARLINGTON shall make payment under this agreement within 30 days of receipt of ARLINGTON’s written payment request for incurred engineering design services. Payment shall be treated under terms of the Texas Prompt Payment Act.

**Article III.**  
**Agreement Interpretation and Venue**

The PARTIES covenant and agree that any litigation relating to this AGREEMENT, the terms and conditions of the AGREEMENT will be interpreted

according to the laws of the State of Texas and venue shall be proper exclusively in Tarrant County, Texas.

**Article IV.**  
**Caption**

The captions to the various clauses of this AGREEMENT are for informational purposes only and in no way alter the substance of the terms and conditions of this AGREEMENT.

**Article V.**  
**Immunity**

It is expressly understood and agreed that, in the execution of this AGREEMENT, no party waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

**Article VI.**  
**Severability**

If any of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants or conditions of this AGREEMENT are for any reason held to be invalid, void or unenforceable, the remainder of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, or conditions in this AGREEMENT shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

**Article VII.**  
**Term**

This AGREEMENT shall become effective as of the date of execution of this AGREEMENT. The AGREEMENT shall be for a term of 12 months and it shall automatically renew for an additional 12-month term unless the AGREEMENT is terminated earlier as provided herein or the Project has been completed.

The PARTIES shall each have the right to terminate the AGREEMENT for any reason, with or without cause, upon 90 days written notice to the other party.

**Article VIII.**  
**Governing Law**

The validity of the AGREEMENT and of any of its terms or provisions, as well as the rights and duties hereunder, shall be governed by the laws of the State of Texas.

**Article IX.**  
**Entire Agreement**

This AGREEMENT contains all the terms, commitments and covenants of the PARTIES pursuant to this AGREEMENT. Any verbal or written commitment not contained in this AGREEMENT or expressly referred to in this AGREEMENT and incorporated by reference shall have no force or effect.

**Article X.**  
**Notice**

**Manner of Giving Notice.** Unless otherwise provided in this AGREEMENT, any notice, communication, request, reply, advice, approval or consent herein provided or permitted to be given, made, or accepted by either Party to the other, must be in writing and may be given or be served by depositing the same in the United States Mail postpaid and registered or certified and addressed to the Party to be notified with return receipt requested, or by delivering the same to the Mayor/City Manager or Chief Executive Office, or by prepaid telegram, when appropriate, addressed to the Party to be notified. Any such matter deposited in the mail in the manner hereinabove described shall become exclusively deemed to be effective, unless otherwise stated in this AGREEMENT, from and after the earlier of actual receipt of notice or the expiration of four (4) days after it is so deposited. Any such notice given in any other manner shall be effective only if and when received by the Party to be notified.

**Notice to Arlington.**

City of Arlington  
Attn: City Manager  
P.O. Box 90231  
Arlington, Texas 76004-3231

**Notice to Authority.**

Trinity River Authority  
Attn: Fiona M. Allen, P.E.  
P.O. Box 240  
Arlington, Texas 76018

The PARTIES shall have the right from time to time and at any time to change their respective addresses and each shall have the right to specify as its address any other address by at least five (5) days written notice to the other Party.

**Article XI.**  
**Miscellaneous Provisions**

**11.1 No Waiver.** Nothing in this AGREEMENT shall be deemed to waive, modify or amend any legal defense available at law or in equity to any of the PARTIES nor to create any legal rights or claim on behalf of any third party. No Party waives,

modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas of the United States.

- 11.2 Partial Invalidity.** If any provision of this AGREEMENT is held to be invalid, illegal, or unenforceable in any judicial action, the remaining provisions will be unaffected. In the event any provision of this AGREEMENT is held to be invalid, illegal, or unenforceable in any judicial action, the PARTIES shall, upon the request of a Party, promptly renegotiate in good faith a new provision to eliminate the invalidity and to restore this AGREEMENT, as nearly as possible, to its original intent and effect.
- 11.3 Duty to Review and Revise.** The PARTIES will review and revise this AGREEMENT to ensure compliance with the federal and state laws and rules and regulations as necessary.
- 11.4 Survival.** Any provision that by its terms survives the termination of this AGREEMENT shall bind the PARTIES' legal representatives, heirs, and assigns as set forth herein.
- 11.5 Assignment.** This AGREEMENT shall not be assignable by either Party without the prior written consent of the other Party nor in contravention of any other provisions contained herein.
- 11.6 Benefits.** This AGREEMENT shall bind and the benefits thereof shall inure to the respective PARTIES hereto, their heirs, legal representatives, executors, administrators, successors, and assigns. This AGREEMENT shall not be construed as creating any rights in any third party or any duty to any third party.
- 11.7 Multiple Copies.** This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall be considered fully executed as of the date when all PARTIES have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.
- 11.8 Deadlines.** To the extent that the date for any payment or notice due hereunder by either Party shall fall on a day that is not a business day, such deadline for payment or notice, as the case may be, shall be automatically extended to the next following business day.

IN WITNESS WHEREOF, the PARTIES acting under authority of their respective governing bodies have caused this AGREEMENT to be duly executed in several counterparts, each of which is deemed to be an original, as of the day and date first written above.

**CITY OF ARLINGTON**

BY: \_\_\_\_\_  
GILBERT PERALES  
Deputy City Manager  
Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
MARY W. SUPINO, City Secretary

APPROVED AS TO FORM:  
TERIS SOLIS, City Attorney

BY: \_\_\_\_\_

**TRINITY RIVER AUTHORITY**

BY: J. Kevin Ward  
Printed Name: J. Kevin Ward  
Title: General Manager  
Date: 8-24-14

ATTEST

By: Howard S. Slobodin  
Howard S. Slobodin, City Secretary

APPROVED AS TO FORM:  
Howard S. Slobodin, Attorney

BY: Howard S. Slobodin



Resolution No. \_\_\_\_\_

**A resolution authorizing the execution of an Engineering Services Contract with HDR Engineering, Inc. of Dallas, Texas, for an amount not to exceed \$477,250, relative to evaluation of the Lake Arlington Raw Water Pump Station**

WHEREAS, an Interlocal Agreement between the City of Arlington and the Trinity River Authority of Texas to evaluate shared operations of Lake Arlington Raw Water Pump Station has been proposed; and

WHEREAS, subject to the approval of each entity of the Interlocal Agreement the parties have chosen HDR Engineering to perform the evaluation; NOW THEREFORE

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ARLINGTON, TEXAS:

I.

That the City Manager or his designee is hereby authorized to execute an Engineering Services Contract with HDR Engineering, Inc. of Dallas, Texas, for an amount not to exceed \$477,250, relative to evaluation of the Lake Arlington Raw Water Pump Station. Funds are available in Water Bond Fund account 658502-18164205-61043.

II.

A substantial copy of the Contract is attached hereto and incorporated herein for all intents and purposes.

PRESENTED AND PASSED on this the \_\_\_\_\_ day of \_\_\_\_\_, 2016, by a vote of \_\_\_\_\_ ayes and \_\_\_\_\_ nays at a regular meeting of the City Council of the City of Arlington, Texas.

\_\_\_\_\_  
W. JEFF WILLIAMS, Mayor

ATTEST:

\_\_\_\_\_  
MARY W. SUPINO, City Secretary

APPROVED AS TO FORM:  
TERIS SOLIS, City Attorney

BY Eddie Martin

THE STATE OF TEXAS §

**ENGINEERING SERVICES CONTRACT**

COUNTY OF TARRANT §

THIS CONTRACT is made and entered into this  20  day of  September ,  2016 , by and between the City of Arlington, Tarrant County, Texas, a municipal corporation, hereinafter called "City," and  HDR Engineering, Inc.  hereinafter called "Engineer," whose address is  17111 Preston Rd, Suite 300, Dallas, Texas 75248.

WITNESSETH:

That in consideration of the terms and conditions contained herein the parties do mutually agree as follows:

**Lake Arlington Raw Water Pump Station Shared Operation Improvements  
City of Arlington Project No. WUTR16011**

**I.**

**Employment of Engineer**

Engineer shall perform all services under this contract to the prevailing engineering professional standards consistent with the level of care and skill ordinarily exercised by members of the engineering profession, both public and private, currently practicing in the same locality under similar conditions, including reasonable, informed judgments and prompt, timely action. If Engineer is representing that he/she has special expertise in one or more areas to be utilized in this contract, then Engineer agrees to perform those special expertise services to the appropriate local, regional or national professional engineering standards. Engineer shall provide services necessary for the evaluation / study of improvements to City's water system as described in Attachment "A" (Scope of Work) and Attachment "B" (Schedule), being located within the City of Arlington, Tarrant County, Texas, and hereinafter referred to as the "Project." Attachment "A" and "B" are hereby incorporated as if written word for word.

The work is separated into the following Basic Services tasks:

- Task 1 – Project Planning and Administration
- Task 2 – Data Collection and Review
- Task 3 – Goals / Criteria Setting
- Task 4 – Facility Assessment
- Task 5 – Hydraulic / Pumping Assessment
- Task 6 – Zebra Mussel Control Alternatives Evaluation
- Task 7 – Evaluation of Alternatives
- Task 8 – Preliminary Design Report (with Shared Operations Plan)

In addition the scope of work will include the following Special Services (to be executed only upon separate, written authorization from the City):

- Task SS1 – CFD Analysis

## **II.** **Compensation to Engineer**

- A. **BASE COMPENSATION:** City agrees to pay Engineer for Task 1 through Task 8 Basic Services, as outlined in Section I and Section III, a total compensation in an amount not to exceed \$459,439.00. Payments shall be made on an hourly fee basis per the rates indicated in Attachment “C” as part of this Contract. Attachment “C” is hereby incorporated as if written word for word.
- B. **OTHER COMPENSATION:** Compensation associated with Special Services Tasks outlined in Section I and Section III shall be separately authorized as needed by the City, a total compensation in an amount not to exceed \$17,811.00. Payments shall be made on an hourly fee basis per the rates indicated in Attachment “C” as part of this Contract. Attachment “C” is hereby incorporated as if written word for word. This compensation also includes printing and reproduction expenses that are directly related to the Project. These costs are in addition to the base compensation for Engineering Services outlined in Section II.A. above. Project inspection services are not part of this Contract unless specifically addressed elsewhere in this Contract.
- C. Payment for services rendered by Engineer shall be made as follows:
1. For the evaluation and study, Engineer will be paid on a monthly basis. Final payment will be due and payable upon delivery to City of final Preliminary Design Report (with Shared Operations Plan) for the Project and approval by City.
  2. For Special Services Tasks, payment will be made on a monthly basis in accordance with the value of the work as hereinbefore provided.
  3. City shall be invoiced in a form satisfactory to the City.

## **III.** **Services**

- A. **General Requirements**
1. Each time Engineer submits a project deliverable to City, four (4) copies and .pdf files on a CD shall be submitted. These shall be reviewed and checked by City and returned to Engineer for corrections. When the corrected copies are returned to City, the original and reviewed hard copies of the documents shall also be returned to City. All plans, specifications, documents, provisions, attachments, and correspondence provided in accordance with this contract shall be dated.

2. Each deliverable shall be stamped "Review," and shall be dated with registration number noted by Engineer until approval of the final deliverables by City, whereupon the word "Review" shall be omitted and the documents shall be stamped "Final" on the cover.
  3. Upon completion of the evaluation / study, Engineer shall submit a letter of notification to City stating completion of Project.
  4. Review by City does not relieve Engineer of responsibility to prepare evaluation / study and preliminary design report documents in accordance with prevailing engineering standards.
  5. Engineer shall incorporate the following items into the evaluation / study and conceptual, preliminary design report.
    - a. Submit preliminary design report for water treatment system facilities to the TCEQ for review and approval.
    - b. Prepare opinions of costs.
- B. Conceptual Design Plans - Conceptual plans for this project shall be prepared on such a scale and to such detail as is necessary to resolve all conceptual issues. Conceptual plans must be approved by City prior to Engineer commencing with the preparation of preliminary design construction plans. Engineer shall prepare conceptual plans as described in Attachment "A". Dimensions of all existing and proposed improvements. A preliminary opinion of probable cost of the project.

#### **IV. Time for Completion**

Engineer agrees to complete and submit all work required by City as indicated in Attachment "B"- Schedule and as follows:

- A. Preliminary Design Report (with Shared Operation Plan) in 210 calendar days from the date of written notice to proceed.

Calendar days shall commence when Engineer is notified to proceed and shall terminate when City has accepted the Preliminary Design Report as being final. No extensions of time shall be granted unless a written request is submitted by Engineer, and such request is approved in writing by City.

## V.

### **Revisions of Plans and Specifications**

City reserves the right to direct substantial revision of the plans, special provisions, and specifications after acceptance by City as City may deem necessary, but in such event City shall pay Engineer equitable compensation for services rendered in making such revisions. In any event, when Engineer is directed to make substantial revisions under this Section of the contract, Engineer shall provide to City a written proposal for the entire costs involved in providing City a completed set of plans, specifications and special provisions and the completion time involved in the revisions. Prior to Engineer undertaking any substantial revisions as directed by City, City must authorize in writing the nature and scope of the revisions and accept the method and amount of compensation and the time involved in all phases of the work.

If revisions of the final plans, special provisions, and specifications, or drawings are required by reason of Engineer's error or omission, then such revisions shall be made by Engineer without additional compensation to the fees herein specified, and in a time frame as directed by City.

It is expressly understood and agreed by Engineer that any compensation not specified in Section II, "Compensation to Engineer," may require Arlington City Council approval and is subject to funding limitations.

## VI.

### **Engineer's Coordination with Owner**

Engineer shall be available for conferences with City so that Project can be designed with the full benefit of City's experience and knowledge of existing needs and facilities and be consistent with current policies and construction standards. City shall make available to Engineer all existing plans, maps, field notes, and other data in its possession relative to the Project. Engineer may show justification to City for changes in design from City standards due to the judgment of said Engineer of a cost savings to City and/or due to the surrounding topographic conditions. City shall make the final decision as to any changes after appropriate request by Engineer.

## VII.

### **Contract Termination Provision**

This contract may be terminated at any time by City for any cause without penalty or liability except as may otherwise be specified herein. Upon receipt of written notice by City, Engineer shall immediately discontinue all services and Engineer shall immediately terminate placing orders or entering into contracts for supplies, assistance, facilities or materials in connection with this contract and shall proceed to cancel promptly all existing contracts insofar as they are related to this contract. As soon as practicable after receipt of notice of termination, Engineer shall submit a statement showing in detail the services performed but not paid for under this contract to the date of termination. City shall then pay Engineer promptly the accrued and unpaid services to the date of termination, to the extent the services are approved by City.

This contract may be terminated by Engineer with mutual consent of City at any time for any cause without penalty or liability except as may otherwise be specified herein. Engineer shall submit written notice to terminate contract and shall submit to City all plans and documents relative to the design of Project. City shall then ascertain cost to complete the balance of the work under this contract. If the cost to complete the balance of the work is greater than the unpaid contract amount, City shall retain all unpaid balances and, in addition, Engineer shall pay directly to City the difference in the unpaid balance and the cost to complete the work. In no case shall City pay Engineer any additional monies other than those previously paid under the contract.

### **VIII.** **Ownership of Documents**

All reports, drawings and specifications prepared or assembled by Engineer under this contract shall become the sole property of City and shall be delivered to City, without restriction on future use. Engineer shall retain in his files all original drawings, specifications and all other pertinent information for the work. Engineer shall have no liability for changes made to the drawings, specifications, and other documents by other engineers subsequent to the completion of the contract. City shall require that any such change be sealed, dated, and signed by the engineer making that change and shall be appropriately marked to reflect what was changed or modified.

### **IX.** **Insurance**

- A. Engineer shall at Engineer's own expense, purchase, maintain and keep in force during the term of this contract such insurance as set forth below. Engineer shall not commence work under this contract until Engineer has obtained all the insurance required under this contract and such insurance has been approved by City, nor shall Engineer allow any subcontractor to commence work on his or her own subcontract until all similar insurance of the subcontractor has been obtained and approved. All insurance policies provided under this contract shall be written on an "occurrence" basis, except for professional liability. The insurance requirements shall remain in effect throughout the term of this Contract. The policy limits stated below are at a minimum.
1. Workers' Compensation as required by law, Employers Liability Insurance of not less than \$1,000,000.00 for each accident, \$1,000,000.00 disease-each employee, \$1,000,000.00 disease-policy limit.
  2. Commercial General Liability Insurance, including Independent Contractor's Liability, Completed Operations and Contractual Liability, covering but not limited to the indemnification provisions of this contract, fully insuring Engineer's liability for injury to or death of employees of City and third parties, extended to include personal injury liability coverage, and for damage to property of third parties, with a combined bodily injury and property damage minimum limit of \$1,000,000.00 per occurrence and a \$2,000,000 aggregate. (Rev. 2/2016)

3. Commercial Automobile and Truck Liability Insurance, covering any auto or hired and non-owned vehicles, with a combined bodily injury and property damage limit of \$1,000,000.00 per occurrence.
4. Professional Liability Insurance: Engineer shall obtain and maintain at all times during the prosecution of the work under this Contract professional liability insurance. Limits of liability shall be \$1,000,000.00 per claim and \$2,000,000.00 aggregate. Any such policy of insurance and the Declarations Page therefore shall identify if coverage is being provided on an "occurrence" or "claims-made" basis. If this coverage is being provided on a claims-made basis, Engineer must maintain this policy for a period of four (4) years after the completion of the project or shall purchase the extended reporting period or "tail" coverage insurance providing equivalent coverage for the same period of time.
5. Umbrella Liability Insurance of not less than \$2,000,000.00 per occurrence, following form and drop down provisions included.

B. Each insurance policy to be furnished by Engineer shall include the following conditions by endorsement to the policy:

1. Except for Worker's Compensation and professional liability insurance, the policy shall name City as an additional insured as to all applicable coverage;
2. Each policy will require that thirty (30) days prior to the expiration in coverage, a notice thereof shall be given to City to:

City of Arlington  
Risk Management - Mail Stop 63-0790  
PO Box 90231  
Arlington, Texas 76004-3231

If the policy is canceled for nonpayment of premium, only ten (10) days advance written notice to City is required. Engineer shall also notify CITY within twenty-four (24) hours after receipt of any notices of expiration, cancellation, nonrenewal or any material change in coverage it receives from its insurer(s);

3. The term "Owner" or "City" shall include all authorities, boards, bureaus, commissions, divisions, departments and offices of City and the individual members, employees and agents thereof in their official capacities, and/or while acting on behalf of City.
4. The policy phrase "other insurance" shall not apply to City where city is an additional insured on the policy; and
5. All provisions of the contract concerning liability, duty and standards of care, together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.

C. Concerning insurance to be furnished by Engineer, it is a condition precedent to acceptability thereof that:

1. All policies are to be written through companies duly approved to transact that class of insurance in the State of Texas; and
2. Insurance is to be placed with carriers with an A.M. Best rating of A:VII, or as otherwise acceptable to the City.

D. Engineer agrees to the following:

1. Except for professional liability, Engineer hereby waives subrogation rights for loss or damage to the extent same are covered by insurance. Insurers shall have no right of recovery or subrogation against City, it being the intention that the insurance policies shall protect all parties to the contract and be primary coverage for all losses covered by the policies.
2. Companies issuing the insurance policies and Engineer shall have no recourse against City for payment of any premiums or assessments for any deductible, as all such premiums and deductibles are the sole responsibility and risk of Engineer.
3. Approval, disapproval or failure to act by City regarding any insurance supplied by Engineer (or any subcontractors) shall not relieve Engineer of full responsibility or liability for damages and accidents as set forth in the contract documents. Neither shall the insolvency or denial of liability by the insurance company exonerate Engineer from liability.
4. Engineer shall provide one (1) copy of a Certificates of Insurance completed on an Acord form or other State-approved form, and endorsements effecting coverage required by this section to the City by forwarding to:

City of Arlington  
Water Utilities Department - Mail Stop 01-0200  
Attn: **Mohammad Bayan, P.E**  
PO Box 90231  
Arlington, Texas 76004-3231

E. Any of the insurance policies required under this section may be written in combination with any of the others, where legally permitted, but none of the specified limits may be lowered thereby.

**X.**  
**Monies Withheld**

When City has reasonable grounds for believing that:

- A. Engineer will be unable to perform this contract fully and satisfactorily within the time fixed for performance; or
- B. A claim exists or will exist against Engineer or City arising out of the negligence of the Engineer or the Engineer's breach of any provision of this contract; then City may withhold payment of any amount otherwise due and payable to Engineer under this contract. Any amount so withheld may be retained by City for that period of time as it may deem advisable to protect City against any loss and may, after written notice to Engineer, be applied in satisfaction of any claim described herein. This provision is intended solely for the benefit of City, and no other person or entity shall have any right or claim against City by reason of City's failure or refusal to withhold monies. No interest shall be payable by City on any amounts withheld under this provision. This provision is not intended to limit or in any way prejudice any other right of City.

**XI.**  
**No Damages for Delays**

Notwithstanding any other provision of this contract, Engineer shall not be entitled to claim or receive any compensation as a result of or arising out of any delay, hindrance, disruption, force majeure, impact or interference, foreseen or unforeseen.

**XII.**  
**Procurement of Goods and Services from Arlington  
Businesses and/or Historically Underutilized Businesses**

In performing this contract, Engineer agrees to use diligent efforts to purchase all goods and services from Arlington businesses whenever such goods and services are comparable in availability, quality and price.

As a matter of policy with respect to City of Arlington projects and procurements, City of Arlington also encourages the use, if applicable, of qualified contractors, subcontractors and suppliers where at least fifty-one percent (51%) of the ownership of such contractor or supplier is vested in racial or ethnic minorities or women. In the selection of subcontractors, suppliers or other persons in organizations proposed for work on this contract, Engineer agrees to consider this policy and to use its reasonable and best efforts to select and employ such company and persons for work on this contract.

The Engineer agrees to provide information about its minority status at time of contract execution. Engineer will also be required to submit cost information towards minority/woman owned businesses. The information submitted is for reporting purposes only and shall include the engineer and any other firms performing work as a part of this contract such as surveying services. See the sample Prime and Subs & Minority/Women Business Enterprise (MWBE) Report form at the end of this contract. Submitted form shall be accompanied by copy of certification(s) for Engineer and any applicable firms. Engineer will be required to submit anticipated dollar amounts towards these businesses (if applicable) upon execution of the

contract for this project and actual dollar amounts spent with the monthly pay estimate. It will be the Engineer's responsibility to ensure submitted certification(s) are up-to-date, including for any applicable firms.

**XIII.**  
**Right to Inspect Records**

Engineer agrees that City shall have access to and the right to examine any directly pertinent books, documents, papers and records of Engineer involving transactions relating to this contract. Engineer agrees that City shall have access during normal working hours to all necessary Engineer facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. City shall give Engineer reasonable advance notice of intended audits.

Engineer further agrees to include in subcontract(s), if any, a provision that any subcontractor or consultant agrees that City shall have access to and the right to examine any directly pertinent books, documents, papers and records of such consultant or subcontractor involving transactions to the subcontract, and further, that City shall have access during normal working hours to all consultant or subcontractor facilities, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with the provisions of this paragraph. City shall give the consultant or subcontractor reasonable advance notice of intended audits.

**XIV.**  
**No Third Party Beneficiary**

For purposes of this contract, including its intended operation and effect, the parties (City and Engineer) specifically agree and contract that: (1) the contract only affects matters/disputes between the parties to this contract, and is in no way intended by the parties to benefit or otherwise affect any third person or entity, notwithstanding the fact that such third person or entities may be in a contractual relationship with City or Engineer or both; and (2) the terms of this contract are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either City or Engineer.

**XV.**  
**Successors and Assigns**

City and Engineer each binds himself and his successors, executors, administrators and assigns to the other party of this contract and to the successor, executors, administrators and assigns of such other party in respect to all covenants of this contract. Neither City nor Engineer shall assign or transfer its interest herein without the prior written consent of the other.

**XVI.**  
**Engineer's Liability**

Acceptance of the final report and/or plans by City shall not constitute nor be deemed a release of the responsibility and liability of Engineer, its employees, associates, agents or

consultants for the accuracy and competency of their designs, working drawings, specifications or other documents and work; nor shall such acceptance be deemed an assumption of responsibility by City for any defect in the designs, working drawings, specifications, or other documents and work; nor shall such acceptance be deemed an assumption of responsibility or liability by City for any defect in the designs, working drawings, specifications, or other documents prepared by said Engineer, its employees, subcontractor, agents and consultants.

**XVII.**  
**Indemnification**

**ENGINEER does hereby covenant and contract to indemnify and hold harmless CITY and all of its officials, officers, agents, employees and invitees, in both their public and private capacities, from any and all liability, claims, suits, demands or causes of action, including reasonable attorney fees of litigation and/or settlement, that may arise by reason of death of or injury to persons or damage to or loss of use of property occasioned by any wrongful intentional act or omission of ENGINEER as well as any negligent omission, act or error of ENGINEER, its officials, officers, agents, employees and invitees, or other persons for whom ENGINEER is legally liable with regard to the performance of this Contract, whether said negligence is sole negligence, contractual comparative negligence, concurrent negligence or any other form of negligence. In the event of joint or concurrent negligence of ENGINEER and CITY, responsibility, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas. Nothing in this paragraph is intended to waive any governmental immunity available to CITY under Texas law or waive any defenses of ENGINEER or CITY under Texas law. This paragraph shall not be construed for the benefit of any third party, nor does it create or grant any right or cause of action in favor of any third party against CITY or ENGINEER.**

**ENGINEER warrants that no music, literary or artistic work or other property protected by copyright will be reproduced or used, nor will the name of any entity protected by trademark be reproduced or used by ENGINEER unless ENGINEER has obtained written permission from the copyright or trademark holder as required by law, subject also to CITY's consent. ENGINEER covenants to comply strictly with all laws respecting copyrights, royalties and trademarks and warrants that it will not infringe any related statutory, common law or other right of any person or entity in performing this Contract. ENGINEER will indemnify and hold CITY and its officers, agents and employees harmless from all claims, losses and damages (including reasonable attorney's fees) with respect to such copyright, royalty or trademark rights to the extent caused by ENGINEER or for whom ENGINEER is legally liable.**

**The provisions of this section are intended to only provide indemnification to the extent allowed by Texas Local Gov't Code Sec. 271.094 and shall be construed to that effect. The ENGINEER as allowed by Texas Local Gov't Code Sec. 271.084 will still name CITY as additional insured in its General Liability Policy and provide any defense as allowed by the policy.**

**XVIII.**  
**Severability**

If any of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, or conditions of this contract are for any reason held to be invalid, void or unenforceable, the remainder of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, or conditions of this contract shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

**XIX.**  
**Independent Contractor**

Engineer covenants and agrees that he/she is an independent contractor, and not an officer, agent, servant or employee of City; that Engineer shall have exclusive control of and exclusive right to control the details of the work performed hereunder, and all persons performing same, and shall be liable for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants; that the doctrine of respondent superior shall not apply as between City and Engineer, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between City and Engineer.

**XX.**  
**Disclosure**

By signing this contract, Engineer acknowledges to City that he/she has made a full disclosure in writing of any existing conflicts of interest or potential conflicts of interest, including personal financial interests, direct or indirect, in property abutting the proposed project and business relationships with abutting property owners. Engineer further agrees that he shall make disclosure in writing of any conflicts of interests which develop subsequent to the signing of this contract and prior to final payment under the contract.

**XXI.**  
**Venue**

The parties to this contract agree and covenant that this contract shall be enforceable in Arlington, Texas; and that if legal action is necessary to enforce this contract, exclusive venue shall lie in Tarrant County, Texas.

**XXII.**  
**Entire Agreement**

This contract embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties relating to matters herein; and except as otherwise provided herein, cannot be modified without written agreement of the parties.

**XXIII.**  
**Applicable Law**

This contract is entered into subject to the Charter and ordinances of City, as they may be amended from time to time, and is subject to and is to be construed, governed, and enforced under all applicable State of Texas and federal laws. Situs of this contract is agreed to be Tarrant County, Texas, for all purposes, including performance and execution.

**XXIV.**  
**Default**

If at any time during the term of this contract, Engineer shall fail to commence the work in accordance with the provisions of this contract or fail to diligently provide services in an efficient, timely, and careful manner and in strict accordance with the provisions of this contract or fail to use an adequate number or quality of personnel or equipment to complete the work or fail to perform any of its obligations under this contract, then City shall have the right, if Engineer does not cure any such default after thirty (30) days written notice thereof, to terminate this contract and complete the work in any manner it deems desirable, including engaging the services of other parties therefor. Any such act by City shall not be deemed a waiver of any other right or remedy of City. If after exercising any such remedy and mitigating damages, the cost to City of the performance of the balance of the work is in excess of that part of the contract sum which has not therefore been paid to Engineer hereunder, Engineer shall be liable for and shall reimburse City for such excess.

**XXV.**  
**Headings**

The headings of this contract are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

**XXVI.**  
**Non-Waiver**

It is further agreed that one (1) or more instances of forbearance by City in the exercise of its rights herein shall in no way constitute a waiver thereof.

**XXVII.**  
**Remedies**

No right or remedy granted herein or reserved to the parties is exclusive of any other right or remedy herein by law or equity provided or permitted; but, each shall be cumulative of every other right or remedy given hereunder. No covenant or condition of this contract may be waived without consent of the parties. Forbearance or indulgence by either party shall not constitute a waiver of any covenant or condition to be performed pursuant to this contract.

**XXVIII.**  
**Equal Employment Opportunity**

Engineer shall not discriminate against any employee or applicant for employment because of race, age, color, religion, sex, ancestry, national origin, place of birth or disability. Engineer shall take action to ensure that applicants are employed and treated without regard to their race, age, color, religion, sex, ancestry, national origin, place of birth or disability. This action shall include, but not be limited to: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection of training, including apprenticeship.

**XXIX.**  
**Construction of Contract**

Both parties have participated fully in the review and revision of this contract. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply to the interpretation of this contract.

**XXX.**  
**Notices**

All notices, communications, and reports required or permitted under this contract shall be personally delivered or mailed to the respective parties by depositing same in the United States mail, postage prepaid, at the addresses shown below, unless and until either party is otherwise notified in writing by the other party, at the following addresses. Mailed notices shall be deemed communicated as of five (5) days after mailing regular mail.

If intended for City, to:

Mohammad Bayan, P.E.  
Senior Engineer for Water Treatment  
City of Arlington  
P.O. Box 90231, MS 01-0200  
Arlington, Texas 76004-3231

If intended for Engineer, to:

Robert Hoffman, P.E.  
HDR, Inc.  
17111 Preston Rd, Suite 300  
Dallas, Texas 75248  
Phone No: (972) 960-4476  
Email: robert.hoffman@hdrinc.com

**XXXI.**  
**Warranty**

To the extent allowed by law, Engineer warrants that all work will be performed to the professional services standard indicated in Section I. of this contract.

**XXXII.**  
**USDOT Standard Title VI Assurances**

The City of Arlington, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all vendors that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award. Vendor will abide and ensure compliance with all terms of Appendix A of the USDOT Standard Title VI Assurances as listed below.

**Appendix A of the USDOT Standard Title VI Assurances**

During the performance of this contract, the Engineer, for itself, its assignees and successors in interest (hereinafter referred to as the "Engineer") agrees as follows:

(1) Compliance with Regulations: The Engineer shall comply with the Regulations relative to nondiscrimination in Federally-Assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

(2) Nondiscrimination: The Engineer, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Engineer shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Engineer of the Engineer's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

(4) Information and Reports: The Engineer shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City of Arlington or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Engineer is in the exclusive possession of another who fails or refuses to furnish this information

the Engineer shall so certify to the City of Arlington, or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of the Engineer's noncompliance with the nondiscrimination provisions of this contract, the City of Arlington shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

(a) withholding of payments to the Engineer under the contract until the Engineer complies, and/or

(b) cancellation, termination or suspension of the contract, in whole or in part.

(6) Incorporation of Provisions: The Engineer shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The Engineer shall take such action with respect to any subcontract or procurement as the City of Arlington or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a Engineer becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Engineer may request the City of Arlington to enter into such litigation to protect the interests of the City of Arlington, and, in addition, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

IN WITNESS WHEREOF, the parties enter into this contract on the date first written above.

WITNESS:

\_\_\_\_\_

ENGINEER:

BY: \_\_\_\_\_

Ramon F. Miguez

Printed or Typed Name

Vice-President

Printed or Typed Title

\_\_\_\_\_  
Tax Identification No.

ATTEST:

CITY OF ARLINGTON, TEXAS:

\_\_\_\_\_  
Mary W. Supino, City Secretary

BY: \_\_\_\_\_

Walter J. Pishkur

Printed or Typed Name

Director of Water Utilities

Printed or Typed Title

APPROVED AS TO FORM:  
TERIS SOLIS, City Attorney

BY: \_\_\_\_\_

THE STATE OF TEXAS §

Engineer Acknowledgment

COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared \_\_\_\_\_, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for and as the act of \_\_\_\_\_, a corporation of \_\_\_\_\_ County, Texas, and as \_\_\_\_\_ thereof, and for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(SEAL)

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

\_\_\_\_\_  
Notary's Printed Name

My Commission Expires: \_\_\_\_\_

THE STATE OF TEXAS §

Municipal Acknowledgment

COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Walter J. Pishkur, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed same for and as the act of the City of Arlington, Texas, a Texas municipal corporation, and as the Director of Water Utilities thereof, and for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(SEAL)

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

\_\_\_\_\_  
Notary's Printed Name

My Commission Expires: \_\_\_\_\_

PRIME AND SUBS &  
MINORITY/WOMEN BUSINESS ENTERPRISE (MWBE) REPORT  
Please complete this form, include copy of certification(s) and return with executed contracts

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

Project No: \_\_\_\_\_ Date: \_\_\_\_\_

**LEGEND**

\* Answer with "YES" or "NO"

- AI - Native American (AI)
- NW - Native American, Women-Owned (NW)
- AS - Asian (AS)
- AW - Asian, Women-Owned (AW)
- BL - Black (BL)
- BW - Black, Women-Owned (BW)
- HI - Hispanic (HI)
- HW - Hispanic, Women-Owned (HW)
- WO - Women-Owned (WO)

Other \_\_\_\_\_

| PRIME CONTRACTOR | *Arlington Firm<br>(Yes/No) | *MWBE<br>(Yes/No) | TYPE<br>(Use abbreviation in Legend) | Anticipated Amount |
|------------------|-----------------------------|-------------------|--------------------------------------|--------------------|
|                  |                             |                   |                                      |                    |

**LIST ALL SUBS:**

| Name of Company | Description of Primary Work Type<br>(For prequalification verification purposes) | *Arlington Firm<br>(Yes/No) | *MWBE<br>(Yes/No) | TYPE<br>(Use abbreviation in Legend) | Anticipated Amount |
|-----------------|--|-----------------------------|-------------------|--------------------------------------|--------------------|
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(Rev. 3/2016)

# Lake Arlington Raw Water Pump Station Shared Operation Improvements

## Scope of Work

### BACKGROUND

The City of Arlington Water Utilities Department (AWU) and Trinity River Authority (TRA) operate separate intake / raw water pump stations at Lake Arlington. Both facilities are in need of rehabilitation to address aging equipment, infrastructure, and operational efficiency. The AWU Lake Arlington Raw Water Pump Station (LARWPS) is the newer facility of the two and offers features that can benefit both entities. There are multiple piping interconnects between the two systems, and it is possible the LARWPS can be configured with pumps that provide the needed capacity for AWU and TRA more cost-effectively than if each entity separately invested in upgrading its own facilities. AWU and TRA will enter into an agreement to share operation of the LARWPS, and the next step is to determine the best strategy for implementation.

### SCOPE OBJECTIVE

HDR Engineering, Inc. (ENGINEER) will provide preliminary engineering services to assess the existing facilities, evaluate alternatives, summarize basis of design criteria for recommended improvements, and deliver a shared operations plan to serve as the basis for the AWU / TRA agreement (PROJECT). The detailed Scope of Work delineated herein is split into Basic Services and Special Services tasks, outlining the basis for each task, key assumptions, and deliverables.

### ASSUMPTIONS

In developing the Scope of Work, ENGINEER has made the following assumptions:

- The PROJECT is focused on preliminary engineering services; as such, this Scope of Work delineates tasks for preliminary engineering only
- The primary point of contact will be between the ENGINEER's Project Manager and the AWU Project Manager
- AWU will coordinate data and information collection efforts with TRA as necessary to provide information requested by the ENGINEER
- Special Services are defined as additional tasks proposed by the ENGINEER that may be warranted for further consideration by AWU and TRA in determining needed improvements

Refer to the additional task-specific assumptions in the detailed scope herein.

### DETAILED SCOPE

The Scope of Work that follows details the individual tasks and deliverables for the PROJECT.

#### **Basic Services:**

##### **Task 1 – Project Planning and Administration**

ENGINEER will develop Project Management (PM), Quality Control (QC), and Health and Safety (H&S) Plans outlining the project goals and objectives, scope of work, project communications protocol, quality review plan, and H&S guidance for team members. HDR will review these Plans and the baseline project schedule with AWU and TRA in Project Meeting #1 (see Task 3). ENGINEER will track project progress and develop monthly invoices with project activity reports for

submittal to AWU. Activity reports will document activities completed and planned activities for the following month as well as key decisions and current action items.

*Deliverables and Meetings:*

- PM, QC, and H&S Plans
- Monthly Invoices with Activity Report (including updated project schedule)

**Task 2 – Data Collection and Review**

ENGINEER will develop and submit a request to AWU prior to Project Meeting #1 (see Task 3) to obtain data and information for review. The data and information will supplement ENGINEER’s institutional knowledge of the facilities and key project issues. The level of effort for this task assumes AWU will collect and assemble the data for delivery to the ENGINEER in electronic format. ENGINEER will review data and information as provided by AWU and TRA.

*Deliverables:*

- Data and Information Needs Request (submitted prior to Project Meeting #1)

**Task 3 – Goals / Criteria Setting**

ENGINEER will prepare for and conduct an interactive Project Kickoff / Goals and Criteria Setting Workshop (Project Meeting #1) with AWU and TRA to confirm key objectives and to establish quantitative and qualitative criteria to be used in evaluating alternatives for implementation. Stakeholders will discuss and list the goals and drivers for the project. ENGINEER will then lead a brainstorming exercise to list qualitative and quantitative factors that stakeholders will then rank in order of importance in a small group exercise. In the second part of the workshop, the tallied rankings will be used by the attendees to develop overarching criteria categories with associated relative weighting to be considered in later analyses. The workshop will also include a discussion of the project baseline schedule, requested data and information per Task 1 and 2, and thoughts regarding known issues, concerns and needs.

*Deliverables and Meetings:*

- Project Meeting #1 – Project Kickoff / Goals and Criteria Setting Workshop
- Workshop agenda and summary (.pdf format)

**Task 4 – Facility Assessment**

ENGINEER will conduct Concept Workshop #1 with its key team leaders and technical experts to draw on past, similar experiences in setting the stage for the Facility Assessment (Task 4), Hydraulics / Pumping Assessment (Task 5), and Zebra Mussel Control Alternatives Evaluation (Task 6). The primary objective for the workshop is to confirm truly viable alternatives and streamline the evaluation relative to the goals and criteria established in Task 3.

ENGINEER will then conduct a 1-day site visit to assess the current condition of the LARWPS facilities, equipment, and infrastructure (as a focused follow-up to build upon the assessment by Freese and Nichols, Inc. in February 2013). The assessment will include representatives from applicable design disciplines (process-mechanical, HVAC-mechanical, electrical/I&C, architectural, structural, site-civil).

ENGINEER will document the age, condition, remaining life estimate, criticality, impact of failure, “do-nothing” risk, and benefit of improvements for the existing facilities, equipment, and infrastructure. ENGINEER will identify needed improvements and alternatives to address items identified as priority items (items needed to extend useful life to the desired level as established in Project Meeting #1).

ENGINEER will conduct Project Meeting #2 to provide an update on project status and to review initial findings from the facility assessment as well as findings from the initial analysis of system hydraulics (see Task 5).

ENGINEER will then summarize the facility assessment and identified alternatives for evaluation in Technical Memorandum (TM) #1. ENGINEER will submit and present TM #1 to AWU and TRA for discussion and comment in Project Meeting #3. The objective for Project Meeting #3 will be to confirm alternatives that will be evaluated under Task 7.

The corresponding sub-tasks for Task 4 are as follows:

Task 4.1 – Internal Concept Workshop #1

Task 4.2 – Site Visit / Reconnaissance

Task 4.3 – Confirm Needs and Alternatives (develop TM #1)

- Civil-Site, Architectural, and Process-Mechanical Assessment

ENGINEER will assess accessible portions of the existing civil-site features, building envelopes, roof system, and related architectural items, piping, valves, and pumping equipment, and HVAC and plumbing equipment and fixtures to further assess their condition and ascertain whether existing assets can be re-used, rehabilitated / refurbished, or if they need to be replaced.

The assessment will include a review of the existing intake design relative to current Hydraulic Institute design standards. ENGINEER will identify any potential areas of concern. Refer to Special Services for potential further analysis (upon AWU authorization only).

ENGINEER will also review record information pertaining to design criteria for the existing lake aerators and assess their potential role to manage water quality in the future.

- Structural Assessment

ENGINEER will assess the existing structure and perform a detailed finite element analysis to determine the pump support structure's harmonic frequency. Results from the analysis will be used to determine the potential for vibration issues due to installation of new pumping equipment and resulting preventative improvements, if necessary. Results and potential cost implications will be considered and weighed in ranking the alternatives (see Task 7).

A detailed visual inspection of the accessible portions of the existing structure will be conducted. Observations of the condition of the existing concrete slabs, beams, grating, and superstructure framing will be performed. Results of the visual assessment will be compiled along with any associated repair costs.

A diver inspection of the intake structure, sluice gates, and screens will be conducted. It is assumed that AWU will coordinate and initiate the diver inspection and ENGINEER will provide input and review of the results. It is assumed the LARWPS can be shut down as needed for the facility inspections based on proposed scheduling of the activities during a low water demand period. ENGINEER will develop a proposed scope for the diver inspection and submit to AWU. It is assumed that an internal and external inspection of the intake structure will be performed.

ENGINEER will review and identify potential intake structure modifications to increase flexibility and to better manage water quality.

- Electrical, Instrumentation and Control Assessment

ENGINEER will assess accessible portions of the existing electrical equipment, instrumentation, and SCADA / communications systems. This includes review of the existing standby power equipment at the AWU and TRA intake facilities.

ENGINEER will review the size of the electrical equipment, incoming and outgoing feeders, and the controls associated with the pumps and existing motors. Consideration will be given to the routing of existing conduits and whether existing conduit could be used in the future.

The assessment will consider the space required to install controllers / starters or VFDs based on the pumping needs defined in the evaluation of alternatives. Options will be identified to house the VFDs and/or starters in the electrical building or in the existing pump station. ENGINEER will establish the preliminary size and location for expansion of the existing electrical building.

ENGINEER will assess backup generator connection and location as well as the work required to relocate the TRA generator.

The existing AWU and TRA SCADA systems will be reviewed and a preliminary number of points to be shared by the two entities will be defined.

Task 4.4 – Field Testing (upon AWU authorization only)

- ENGINEER will review findings from the site visit / reconnaissance and recommend field testing as determined necessary to further assess the existing facilities. Testing includes concrete core samples and sampling for lead and asbestos.

Task 4.5 – Project Meeting #2 and #3

*Deliverables and Meetings:*

- 1-day site visit to LARWPS
- Finite element analysis (to be included as an appendix in TM #1)
- Diver inspection input and review
- Field testing reports (to be included as an appendix in TM #1)
- TM #1 – Existing Facility Needs and Alternatives
- Project Meeting #2 – Review Initial Findings
- Project Meeting #3 – Confirm Facility Alternatives for Evaluation
- Meeting agendas and summaries (.pdf format)

**Task 5 – Hydraulics / Pumping Assessment**

ENGINEER will build upon its previous assessments of the AWU and TRA raw water transmission system hydraulics and development of system curves to establish seasonal pumping scenarios and develop alternative pumping strategies and arrangements. ENGINEER will leverage previous understanding of hydraulic / pumping nuances associated with separate and combined pumping options to the AWU and TRA systems, including the TRA Green Oaks In-line Booster Pump Station. Upon initial analysis, ENGINEER will provide an update on findings as part of Project Meeting #2 (see Task 4).

ENGINEER will present a brief description and figures depicting the hydraulic conditions and conceptual pump arrangements for the proposed alternatives in TM #2. ENGINEER will submit and present TM #2 to AWU and TRA for discussion and comment in Project Meeting #4. The objective for Project Meeting #4 will be to confirm alternatives that will be evaluated under Task 7. Up to four (4) pumping concept alternatives will be carried forward for detailed evaluation.

The corresponding sub-tasks for Task 5 are as follows:

Task 5.1 – Hydraulics / Pumping Analysis and Alternatives (develop TM #2)

Task 5.2 – Project Meeting #4 – Confirm Pumping Alternatives for Evaluation

*Deliverables and Meetings:*

- TM #2 – Pumping Alternatives
- Project Meeting #4 – Confirm Pumping Alternatives for Evaluation
- Meeting agenda and summary (.pdf format)

**Task 6 – Zebra Mussel Control Alternatives Evaluation**

ENGINEER will review recommendations from the AWU Water Treatment Optimization Master Plan relative to the various options for zebra mussel control as part of Internal Concept Workshop #1 (see Task 4). ENGINEER will confirm alternatives for further development and implementation with AWU and TRA considering various factors (source water quality and downstream treatment processes). ENGINEER will then develop and present recommendations in TM #3. ENGINEER will submit TM #3 for review and discussion with AWU and TRA as part of Project Meeting #5 (see Task 7).

*Deliverables:*

- TM #3 – Zebra Mussel Control Alternatives Evaluation

**Task 7 – Evaluation of Alternatives**

ENGINEER will further develop requirements for implementing each of the alternatives confirmed for evaluation in Task 4 and 5, including capital costs, operations and maintenance costs where applicable (i.e., pumping alternatives), and resulting life-cycle costs. Impacts on related items will be accounted for, such as how a given pumping alternative may require a different approach to electrical equipment. As an example, an alternative based on using variable speed drives for all pumps may drive the need for either expanding the existing electrical building and/or replacing existing equipment inside the pump station. Subsequently, if new electrical equipment were to be installed in the pump station, improvements may be needed to improve ventilation and manage heat emitted from the equipment. ENGINEER will also evaluate AWU and TRA SCADA platforms and options to streamline communications for monitoring and control.

ENGINEER will compare advantages and disadvantages of each alternative and each alternative’s relative ranking to the other with respect to the weighting criteria established in Project Meeting #1 (i.e., flexibility, reliability, redundancy, benefit to managing water quality and downstream impacts, environmental / permitting implications, constructability).

ENGINEER will use its system hydraulic model to determine power costs for the pumping alternatives based on an analysis that takes into account seasonal and diurnal conditions (i.e. flow requirements, lake level). ENGINEER will create a matrix summary of the results to facilitate discussion and review with AWU and TRA.

ENGINEER will summarize the evaluation of alternatives in TM #4. ENGINEER will submit TM #4 to AWU and TRA for review and comment. TM #4 will include a ranking matrix and ENGINEER will provide an Excel spreadsheet with the ranking matrix for use by AWU and TRA. It is anticipated an alternatives selection committee (determined in Project Meeting #1) with members from AWU, TRA, and ENGINEER will independently rank the alternatives. Project Meeting #5 will then be held to discuss TM #4 comments, compile independent rankings, and finalize rankings and the selection of alternatives for implementation.

The corresponding sub-tasks for Task 7 are as follows:

Task 7.1 – Evaluate Facility Needs Alternatives

Task 7.2 – Evaluate Pumping Concept Alternatives

Task 7.3 – TM #4 – Facility Needs and Pumping Alternatives Evaluation

Task 7.4 – Project Meeting #5 – Review and Select Alternatives

*Deliverables and Meetings:*

- TM #4 – Facility Needs and Pumping Alternatives Evaluation
- Project Meeting #5 – Review and Select Alternatives
- Meeting agenda and summary (.pdf format)

**Task 8 - Preliminary Design Report**

ENGINEER will delineate design criteria (summarized in tabular form) and convey the scope of recommended improvements as confirmed in Project Meeting #5 with conceptual level drawings. The Preliminary Design Report (PDR) will include an executive summary, introduction, project objectives, description of existing facilities and needs (synopsis from TM #1 and TM #2), evaluation of alternatives (TM #3 and TM #4), basis of design criteria for the recommended improvements, and a recommended Shared Operations Plan to serve as the basis for the AWU and TRA agreement. TM #1 and TM #2 will be included as appendices. A preliminary opinion of probable construction cost (OPCC) will be provided as well as a sequence of work plan. The sequence of work plan will define facility shutdown constraints and outline the approach to complete the work while maintaining operations.

The Shared Operations Plan will be a stand-alone document that will include recommendations for the primary and back-up operating protocols for the LARWPS and the approach to cost-sharing (whether cost per gallon based on flow or power consumption), maintenance, and monitoring and control. ENGINEER will submit a draft PDR to AWU and TRA for review and comment. Project Meeting #6 will be conducted to receive and discuss review comments. ENGINEER will then update and finalize the PDR.

*Deliverables and Meetings:*

- Draft PDR and Shared Operations Plan
- Project Meeting #6 – Review Workshop
- Meeting agenda and summary (.pdf format)
- PDR and Shared Operations Plan review comments log with ENGINEER responses and confirmation
- Final PDR and Shared Operations Plan

**Special Services (Upon AWU Authorization Only):**

**Task SS1 – CFD Analysis**

ENGINEER will conduct computational fluid dynamics (CFD) analysis of the intake suction hydraulics to confirm suction flow patterns and identify issues that may warrant further modeling to confirm recommended improvements. The analysis includes analysis of flow patterns to the existing intake openings relative to water quality considerations.

*Deliverables:* Power Point with figures, incorporated in TM #1 and TM #4

**Additional Services:**

Additional services not included in this Scope of Work include survey, subsurface utility exploration (SUE), pipeline inspection / condition assessment, geotechnical investigation, soil corrosion study, water quality sampling and analysis, water quality study (further characterization of Lake Arlington water quality and limnology), surge / transient analysis, detailed design, bidding services, construction administration, start-up services, and coordination with agencies other than AWU and TRA.

**PROJECT SCHEDULE**

Refer to attached schedule.

# ATTACHMENT B - SCHEDULE

| ID | Task Name  | 4th Quarter                       |       |       | 1st Quarter |       |       |       |
|----|--|-----------------------------------|-------|-------|-------------|-------|-------|-------|
|    |  | Oct                               | Nov   | Dec   | Jan         | Feb   | Mar   | Apr   |
| 1  | <b>Lake Arlington RWPS Shared Operation Improvements</b>           | [Summary bar spanning Oct to Apr] |       |       |             |       |       |       |
| 2  | Notice to Proceed  | ◆                                 |       |       |             |       |       |       |
| 3  | <b>Preliminary Engineering</b>                                     | [Summary bar spanning Oct to Apr] |       |       |             |       |       |       |
| 4  | <b>Task 1 - Project Planning and Administration</b>                | [Summary bar spanning Oct to Apr] |       |       |             |       |       |       |
| 5  | Develop PM, H&S, and QC Plans                                      | [Bar]                             |       |       |             |       |       |       |
| 6  | <b>Task 2 - Data Collection and Review</b>                         | [Summary bar spanning Oct to Apr] |       |       |             |       |       |       |
| 7  | Data Collection and Review   | [Bar]                             |       |       |             |       |       |       |
| 8  | <b>Task 3 - Goals / Criteria Setting</b>                           | [Summary bar spanning Oct to Apr] |       |       |             |       |       |       |
| 9  | Project Meeting #1 - Kickoff / Goals and Criteria Setting Workshop | ◆                                 |       |       |             |       |       |       |
| 10 | <b>Task 4 - Facility Assessment</b>                                | [Summary bar spanning Oct to Apr] |       |       |             |       |       |       |
| 11 | Internal Concept Workshop #1                                       |                                   | ◆     |       |             |       |       |       |
| 12 | Site Visit / Reconnaissance  |                                   | [Bar] |       |             |       |       |       |
| 13 | Project Meeting #2 - Review Initial Findings                       |                                   |       | ◆     |             |       |       |       |
| 14 | Diver Inspection   |                                   |       |       | [Bar]       |       |       |       |
| 15 | Confirm Needs and Alternatives                                     |                                   |       | [Bar] | [Bar]       |       |       |       |
| 16 | TM #1 - Existing Facility Needs and Alternatives                   |                                   |       |       | [Bar]       |       |       |       |
| 17 | Project Meeting #3 - Confirm Facility Alternatives for Evaluation  |                                   |       |       |             | ◆     |       |       |
| 18 | <b>Task 5 - Hydraulics / Pumping Assessment</b>                    | [Summary bar spanning Oct to Apr] |       |       |             |       |       |       |
| 19 | Analyze System Hydraulics  | [Bar]                             |       |       |             |       |       |       |
| 20 | Establish Seasonal Pumping Scenarios                               |                                   | [Bar] |       |             |       |       |       |
| 21 | Develop Pumping Concept Alternatives                               |                                   | [Bar] |       |             |       |       |       |
| 22 | TM #2 - Pumping Alternatives                                       |                                   |       | [Bar] |             |       |       |       |
| 23 | Project Meeting #4 - Confirm Pumping Alternatives for Evaluation   |                                   |       |       | ◆           |       |       |       |
| 24 | <b>Task 6 - Zebra Mussel Control Alternatives Evaluation</b>       | [Summary bar spanning Oct to Apr] |       |       |             |       |       |       |
| 25 | Identify and Evaluate Alternatives                                 | [Bar]                             | [Bar] | [Bar] |             |       |       |       |
| 26 | TM #3 - Zebra Mussel Control Alternatives Evaluation               |                                   |       | [Bar] | [Bar]       |       |       |       |
| 27 | <b>Task 7 - Evaluation of Facility and Pumping Alternatives</b>    | [Summary bar spanning Oct to Apr] |       |       |             |       |       |       |
| 28 | <b>Evaluate Facility Needs Alternatives</b>                        | [Summary bar spanning Oct to Apr] |       |       |             |       |       |       |
| 29 | Define Facility Alternative Requirements                           |                                   |       |       | [Bar]       | [Bar] |       |       |
| 30 | Evaluate Alternatives  |                                   |       |       | [Bar]       | [Bar] |       |       |
| 31 | Develop Capital Costs  |                                   |       |       |             | [Bar] |       |       |
| 32 | <b>Evaluate Pumping Concept Alternatives</b>                       | [Summary bar spanning Oct to Apr] |       |       |             |       |       |       |
| 33 | Define Alternative Requirements                                    |                                   |       |       | [Bar]       | [Bar] |       |       |
| 34 | Evaluate Alternatives / Analyze Pumping Costs                      |                                   |       |       | [Bar]       | [Bar] |       |       |
| 35 | Develop Capital Costs  |                                   |       |       |             | [Bar] |       |       |
| 36 | Rank Alternatives Relative to Evaluation Criteria                  |                                   |       |       |             | [Bar] |       |       |
| 37 | TM #4 - Facility Needs and Pumping Alternatives Evaluation         |                                   |       |       |             | [Bar] |       |       |
| 38 | Project Meeting #5 - Review and Select Alternatives                |                                   |       |       |             |       | ◆     |       |
| 39 | <b>Task 8 - Preliminary Design Report</b>                          | [Summary bar spanning Oct to Apr] |       |       |             |       |       |       |
| 40 | Draft PDR and Shared Operations Plan                               |                                   |       |       |             | [Bar] | [Bar] |       |
| 41 | Project Meeting #6 - Review Workshop                               |                                   |       |       |             |       |       | ◆     |
| 42 | Final PDR and Shared Operations Plan                               |                                   |       |       |             |       |       | [Bar] |

## ATTACHMENT C – HOURLY RATE SCHEDULE

**City of Arlington Water Utilities  
Lake Arlington Raw Water Pump Station  
Shared Operation Improvements**

HDR Engineering, Inc. Hourly Rate Schedule

|                                 |               |
|---------------------------------|---------------|
| Principal / Sr. Project Manager | \$240 - \$310 |
| Technical Advisor               | \$225 - \$290 |
| Sr. Project Engineer            | \$170 - \$240 |
| Project Architect               | \$170 - \$220 |
| Project Engineer                | \$120 - \$170 |
| Electrical Engineer             | \$110 - \$170 |
| I&C Engineer                    | \$110 - \$170 |
| Project EIT                     | \$80 - \$120  |
| CAD / Designer                  | \$190 - \$165 |
| Administrative Assistant        | \$70 - \$130  |
| Project Controller              | \$70 - \$130  |

# ATTACHMENT C - HOURLY BREAKDOWN BY TASK

City of Arlington Water Utilities  
LARWPS Shared Operations Improvements

|  | HDR LABOR HOURS        |                 |           |              |              |                      |              |                           |              |           |           |            |               |             | FEE TOTALS        |                   |                  |                               |                 |                   |                  |                   |
|--|------------------------|-----------------|-----------|--------------|--------------|----------------------|--------------|---------------------------|--------------|-----------|-----------|------------|---------------|-------------|-------------------|-------------------|------------------|-------------------------------|-----------------|-------------------|------------------|-------------------|
|  | Project Principal / QA | Project Manager | QC        | Tech Advisor | Tech Advisor | Civil / Process-Mech | Process-Mech | Pipe Condition Assessment | CFD Modeling | Architect | HVAC      | CAD        | Admin Support | Total Hours | HDR               | SUBCONSULTANTS    |                  |                               |                 | TOTAL             |                  |                   |
|  | Cantwell               | Hoffman         | Ferland   | Clark        | Koch         | Townsend             | Livas        | Pousard                   | Mahmood      | Ward      | Perlberg  | Franklin   | Rayshell      | FNI         |                   | JQ                | GAI              | Lead / Asbestos Testing (TBD) | SUBS TOTAL      |                   | MARKUP @ 5%      |                   |
| <b>Basic Services</b>  |                        |                 |           |              |              |                      |              |                           |              |           |           |            |               |             |                   |                   |                  |                               |                 |                   |                  |                   |
| <b>Task 1 - Project Planning and Administration</b>                  | 2                      | 36              | 2         |              |              |                      |              |                           |              |           |           |            | 16            | 56          | \$ 14,112         | \$ 1,687          | \$ 1,880         | \$ 1,440                      |                 | \$ 5,007          | \$ 250           | \$ 19,369         |
| <b>Task 2 - Data Collection and Review</b>                           |                        | 6               |           |              |              | 2                    | 20           |                           |              | 2         | 2         |            |               | 32          | \$ 6,191          | \$ 3,360          | \$ 590           | \$ 1,320                      |                 | \$ 5,270          | \$ 264           | \$ 11,724         |
| <b>Task 3 - Goals / Criteria Setting</b>                             | 4                      | 10              |           |              |              |                      | 16           |                           |              |           |           |            | 1             | 31          | \$ 6,733          | \$ 1,063          | \$ 960           | \$ 480                        |                 | \$ 2,503          | \$ 125           | \$ 9,361          |
| <b>Task 4 - Facility Assessment</b>                                  |                        |                 |           |              |              |                      |              |                           |              |           |           |            |               |             |                   |                   |                  |                               |                 |                   |                  |                   |
| - 4.1 - Internal Concept Workshop #1                                 | 4                      | 6               | 4         | 1            | 2            | 4                    | 6            |                           |              |           |           |            |               | 27          | \$ 6,670          | \$ 2,510          | \$ 960           | \$ 480                        |                 | \$ 3,950          | \$ 197           | \$ 10,817         |
| - 4.2 - Site Visit / Reconnaissance                                  |                        | 8               |           |              |              | 6                    | 12           | 4                         |              | 8         | 2         |            |               | 40          | \$ 8,390          | \$ -              | \$ 3,320         | \$ 2,400                      |                 | \$ 5,720          | \$ 286           | \$ 14,396         |
| - 4.3 - Confirm Needs and Alternatives (w/ TM #1)                    |                        | 12              | 2         |              | 4            | 24                   | 36           |                           |              | 2         | 2         | 24         | 4             | 110         | \$ 21,740         | \$ -              | \$ 17,120        | \$ 3,840                      |                 | \$ 20,960         | \$ 1,048         | \$ 43,748         |
| - 4.4 - Field Testing (AWU authorization only)                       |                        | 2               |           |              |              |                      | 6            |                           |              | 2         |           |            | 1             | 11          | \$ 2,056          | \$ -              | \$ 17,790        | \$ -                          | \$ 5,000        | \$ 22,790         | \$ 1,140         | \$ 25,985         |
| - 4.5 - Project Meeting #2 and #3                                    |                        | 12              |           |              |              | 12                   | 16           |                           |              |           |           |            | 2             | 42          | \$ 9,195          | \$ 2,417          | \$ 3,320         | \$ 1,440                      |                 | \$ 7,177          | \$ 359           | \$ 16,731         |
| <b>Task 5 - Hydraulics / Pumping Assessment</b>                      |                        |                 |           |              |              |                      |              |                           |              |           |           |            |               |             |                   |                   |                  |                               |                 |                   |                  |                   |
| - 5.1 - Hydraulics / Pumping Analysis and Alternatives (w/ TM #2)    |                        | 8               | 2         |              |              |                      | 12           |                           |              |           |           |            | 4             | 26          | \$ 5,292          | \$ 71,951         | \$ -             | \$ -                          |                 | \$ 71,951         | \$ 3,598         | \$ 80,840         |
| - 5.2 - Project Meeting #4   |                        | 6               |           |              |              |                      | 8            |                           |              |           |           |            | 2             | 16          | \$ 3,310          | \$ 1,815          | \$ -             | \$ -                          |                 | \$ 1,815          | \$ 91            | \$ 5,215          |
| <b>Task 6 - Zebra Mussel Control Alternatives Evaluation (TM #3)</b> |                        | 16              |           | 2            |              |                      | 58           |                           |              |           |           |            | 4             | 92          | \$ 16,777         | \$ -              | \$ -             | \$ -                          |                 | \$ -              | \$ -             | \$ 16,777         |
| <b>Task 7 - Evaluation of Alternatives</b>                           |                        |                 |           |              |              |                      |              |                           |              |           |           |            |               |             |                   |                   |                  |                               |                 |                   |                  |                   |
| - 7.1 - Evaluate Facility Needs Alternatives                         |                        | 16              |           |              |              | 40                   | 60           |                           |              | 6         | 6         |            |               | 128         | \$ 26,001         | \$ -              | \$ 11,560        | \$ 8,880                      |                 | \$ 20,440         | \$ 1,022         | \$ 47,463         |
| - 7.2 - Evaluate Pumping Concept Alternatives                        |                        | 8               |           |              |              |                      |              |                           |              |           |           |            |               | 8           | \$ 2,436          | \$ 14,706         | \$ -             | \$ -                          |                 | \$ 14,706         | \$ 735           | \$ 17,877         |
| - 7.3 - TM #4  | 2                      | 14              | 4         |              |              | 8                    | 28           |                           |              | 2         | 2         | 12         | 4             | 76          | \$ 15,299         | \$ 6,621          | \$ 2,690         | \$ 1,920                      |                 | \$ 11,231         | \$ 562           | \$ 27,092         |
| - 7.4 - Project Meeting #5   | 4                      | 8               |           |              |              | 6                    | 8            |                           |              |           |           |            | 2             | 28          | \$ 6,451          | \$ 1,715          | \$ 2,010         | \$ 480                        |                 | \$ 4,205          | \$ 210           | \$ 10,867         |
| <b>Task 8 - PDR and Shared Operations Plan</b>                       |                        |                 |           |              |              |                      |              |                           |              |           |           |            |               |             |                   |                   |                  |                               |                 |                   |                  |                   |
| - 8.1 - Draft and Final PDR and Shared Operations Plan               | 2                      | 40              | 4         |              | 2            | 64                   | 80           |                           |              | 8         | 8         | 136        | 6             | 350         | \$ 67,905         | \$ 1,080          | \$ 4,730         | \$ 14,400                     |                 | \$ 20,210         | \$ 1,011         | \$ 89,126         |
| - 8.2 - Project Meeting #6   | 4                      | 10              |           |              |              | 6                    | 12           |                           |              |           |           |            | 2             | 34          | \$ 7,671          | \$ -              | \$ 2,010         | \$ 2,160                      |                 | \$ 4,170          | \$ 209           | \$ 12,050         |
| <b>Subtotal Basic Services</b>                                       | <b>22</b>              | <b>218</b>      | <b>18</b> | <b>3</b>     | <b>8</b>     | <b>172</b>           | <b>378</b>   | <b>4</b>                  | <b>0</b>     | <b>30</b> | <b>22</b> | <b>184</b> | <b>48</b>     | <b>1107</b> | <b>\$ 226,229</b> | <b>\$ 108,925</b> | <b>\$ 68,940</b> | <b>\$ 39,240</b>              | <b>\$ 5,000</b> | <b>\$ 222,105</b> | <b>\$ 11,105</b> | <b>\$ 459,439</b> |
| <b>Special Services</b>  |                        |                 |           |              |              |                      |              |                           |              |           |           |            |               |             |                   |                   |                  |                               |                 |                   |                  |                   |
| Task SS1 - CFD Analysis  |                        | 3               |           |              |              | 2                    |              |                           | 80           |           |           |            |               | 85          | \$ 17,811         | \$ -              | \$ -             | \$ -                          | \$ -            | \$ -              | \$ -             | \$ 17,811         |
| <b>Subtotal Special Services</b>                                     | <b>0</b>               | <b>3</b>        | <b>0</b>  | <b>0</b>     | <b>0</b>     | <b>2</b>             | <b>0</b>     | <b>0</b>                  | <b>80</b>    | <b>0</b>  | <b>0</b>  | <b>0</b>   | <b>0</b>      | <b>85</b>   | <b>\$ 17,811</b>  | <b>\$ -</b>       | <b>\$ -</b>      | <b>\$ -</b>                   | <b>\$ -</b>     | <b>\$ -</b>       | <b>\$ -</b>      | <b>\$ 17,811</b>  |
| <b>Total</b>   | <b>22</b>              | <b>221</b>      | <b>18</b> | <b>3</b>     | <b>8</b>     | <b>174</b>           | <b>378</b>   | <b>4</b>                  | <b>80</b>    | <b>30</b> | <b>22</b> | <b>184</b> | <b>48</b>     | <b>1192</b> | <b>\$ 244,039</b> | <b>\$ 108,925</b> | <b>\$ 68,940</b> | <b>\$ 39,240</b>              | <b>\$ 5,000</b> | <b>\$ 222,105</b> | <b>\$ 11,105</b> | <b>\$ 477,250</b> |



**City of Arlington Water Utilities**  
**LARWPS Shared Operations Improvements**

|  | JQI LABOR HOURS |                         |                 |                  |                |               |             | FEE TOTALS       |             |                  |             |             |                  |             |                  |
|--|-----------------|-------------------------|-----------------|------------------|----------------|---------------|-------------|------------------|-------------|------------------|-------------|-------------|------------------|-------------|------------------|
|  | Partner         | Engineer Technical Lead | Senior Engineer | Project Engineer | Sr. Technician | Admin Support | Total Hours | LABOR            | EXPENSES    | SUBCONSULTANTS   |             |             |                  | TOTAL       |                  |
|  | Story           | James                   | Bronstad        | Decker           | Alex Rivas     |               | Testing     |                  |             |                  |             | SUBS TOTAL  | MARKUP @ 0%      |             |                  |
| <b>Basic Services</b>  |                 |                         |                 |                  |                |               |             |                  |             |                  |             |             |                  |             |                  |
| Task 1 - Project Planning and Administration                         | 2               |                         | 8               |                  |                |               | 10          | \$ 1,880         | \$ -        | \$ -             | \$ -        | \$ -        | \$ -             | \$ -        | \$ 1,880         |
| Task 2 - Data Collection and Review                                  | 1               |                         | 2               |                  |                |               | 3           | \$ 590           | \$ -        | \$ -             | \$ -        | \$ -        | \$ -             | \$ -        | \$ 590           |
| Task 3 - Goals / Criteria Setting                                    | 4               |                         |                 |                  |                |               | 4           | \$ 960           | \$ -        | \$ -             | \$ -        | \$ -        | \$ -             | \$ -        | \$ 960           |
| <b>Task 4 - Facility Assessment</b>                                  |                 |                         |                 |                  |                |               |             |                  |             |                  |             |             |                  |             |                  |
| - 4.1 - Internal Concept Workshop #1                                 | 4               |                         |                 |                  |                |               | 4           | \$ 960           | \$ -        | \$ -             | \$ -        | \$ -        | \$ -             | \$ -        | \$ 960           |
| - 4.2 - Site Visits / Reconnaissance                                 | 8               |                         | 8               |                  |                |               | 16          | \$ 3,320         | \$ -        | \$ -             | \$ -        | \$ -        | \$ -             | \$ -        | \$ 3,320         |
| - 4.3 - Confirm Needs and Alternatives (w/ TM #1)                    | 4               | 4                       | 48              | 40               | 20             |               | 116         | \$ 17,120        | \$ -        | \$ -             | \$ -        | \$ -        | \$ -             | \$ -        | \$ 17,120        |
| - 4.4 - Field Testing (AWU authorization only)                       | 3               | 1                       | 8               | 4                |                |               | 16          | \$ 2,790         | \$ -        | \$ 15,000        | \$ -        | \$ -        | \$ 15,000        | \$ -        | \$ 17,790        |
| - 4.5 - Project Meeting #2 and #3                                    | 8               |                         | 8               |                  |                |               | 16          | \$ 3,320         | \$ -        | \$ -             | \$ -        | \$ -        | \$ -             | \$ -        | \$ 3,320         |
| <b>Task 5 - Hydraulics / Pumping Assessment</b>                      |                 |                         |                 |                  |                |               |             |                  |             |                  |             |             |                  |             |                  |
| - 5.1 - Hydraulics / Pumping Analysis and Alternatives (w/ TM #2)    |                 |                         |                 |                  |                |               | 0           | \$ -             | \$ -        | \$ -             | \$ -        | \$ -        | \$ -             | \$ -        | \$ -             |
| - 5.2 - Project Meeting #4   |                 |                         |                 |                  |                |               | 0           | \$ -             | \$ -        | \$ -             | \$ -        | \$ -        | \$ -             | \$ -        | \$ -             |
| <b>Task 6 - Zebra Mussel Control Alternatives Evaluation (TM #3)</b> |                 |                         |                 |                  |                |               |             |                  |             |                  |             |             |                  |             |                  |
| <b>Task 7 - Evaluation of Alternatives</b>                           |                 |                         |                 |                  |                |               |             |                  |             |                  |             |             |                  |             |                  |
| - 7.1 - Evaluate Facility Needs Alternatives                         | 4               |                         | 48              |                  | 20             |               | 72          | \$ 11,560        | \$ -        | \$ -             | \$ -        | \$ -        | \$ -             | \$ -        | \$ 11,560        |
| - 7.2 - Evaluate Pumping Concept Alternatives                        |                 |                         |                 |                  |                |               | 0           | \$ -             | \$ -        | \$ -             | \$ -        | \$ -        | \$ -             | \$ -        | \$ -             |
| - 7.3 - TM #4  | 1               |                         | 14              |                  |                |               | 15          | \$ 2,690         | \$ -        | \$ -             | \$ -        | \$ -        | \$ -             | \$ -        | \$ 2,690         |
| - 7.4 - Project Meeting #5   | 4               |                         | 6               |                  |                |               | 10          | \$ 2,010         | \$ -        | \$ -             | \$ -        | \$ -        | \$ -             | \$ -        | \$ 2,010         |
| <b>Task 8 - PDR and Shared Operations Plan</b>                       |                 |                         |                 |                  |                |               |             |                  |             |                  |             |             |                  |             |                  |
| - 8.1 - Draft and Final PDR and Shared Operations Plan               | 4               |                         | 14              |                  | 12             |               | 30          | \$ 4,730         | \$ -        | \$ -             | \$ -        | \$ -        | \$ -             | \$ -        | \$ 4,730         |
| - 8.2 - Project Meeting #6   | 4               |                         | 6               |                  |                |               | 10          | \$ 2,010         | \$ -        | \$ -             | \$ -        | \$ -        | \$ -             | \$ -        | \$ 2,010         |
| <b>Subtotal Basic Services</b>                                       | <b>51</b>       | <b>5</b>                | <b>170</b>      | <b>44</b>        | <b>52</b>      | <b>0</b>      | <b>322</b>  | <b>\$ 53,940</b> | <b>\$ -</b> | <b>\$ 15,000</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ 15,000</b> | <b>\$ -</b> | <b>\$ 68,940</b> |
| <b>Special Services</b>  |                 |                         |                 |                  |                |               |             |                  |             |                  |             |             |                  |             |                  |
| Task SS1 - CFD Analysis  |                 |                         |                 |                  |                |               | 0           | \$ -             | \$ -        | \$ -             | \$ -        | \$ -        | \$ -             | \$ -        | \$ -             |
| <b>Subtotal Special Services</b>                                     | <b>0</b>        | <b>0</b>                | <b>0</b>        | <b>0</b>         | <b>0</b>       | <b>0</b>      | <b>0</b>    | <b>\$ -</b>      | <b>\$ -</b> | <b>\$ -</b>      | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b>      | <b>\$ -</b> | <b>\$ -</b>      |
| <b>Total</b>   | <b>51</b>       | <b>5</b>                | <b>170</b>      | <b>44</b>        | <b>52</b>      | <b>0</b>      | <b>322</b>  | <b>\$ 53,940</b> | <b>\$ -</b> | <b>\$ 15,000</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ 15,000</b> | <b>\$ -</b> | <b>\$ 68,940</b> |

**City of Arlington Water Utilities**  
**LARWPS Shared Operations Improvements**

|  | GAI LABOR HOURS |            |                 |          |          |          |             | FEE TOTALS       |             |                |             |             |             |             |                  |
|--|-----------------|------------|-----------------|----------|----------|----------|-------------|------------------|-------------|----------------|-------------|-------------|-------------|-------------|------------------|
|  | EI&C Oversight  | Electrical | Senior Engineer |          |          |          | Total Hours | LABOR            | EXPENSES    | SUBCONSULTANTS |             |             |             | TOTAL       |                  |
|  | Gupta           | Sako       | Reynolds        |          |          |          |             |                  |             |                |             | SUBS TOTAL  | MARKUP @ 0% |             |                  |
| <b><u>Basic Services</u></b>   |                 |            |                 |          |          |          |             |                  |             |                |             |             |             |             |                  |
| Task 1 - Project Planning and Administration                         | 6               | 3          | 3               |          |          |          | 12          | \$ 1,440         | \$ -        | \$ -           | \$ -        | \$ -        | \$ -        | \$ -        | \$ 1,440         |
| Task 2 - Data Collection and Review                                  | 2               | 6          | 3               |          |          |          | 11          | \$ 1,320         | \$ -        | \$ -           | \$ -        | \$ -        | \$ -        | \$ -        | \$ 1,320         |
| Task 3 - Goals / Criteria Setting                                    | 4               |            |                 |          |          |          | 4           | \$ 480           | \$ -        | \$ -           | \$ -        | \$ -        | \$ -        | \$ -        | \$ 480           |
| <b>Task 4 - Facility Assessment</b>                                  |                 |            |                 |          |          |          |             |                  |             |                |             |             |             |             |                  |
| - 4.1 - Internal Concept Workshop #1                                 | 4               |            |                 |          |          |          | 4           | \$ 480           | \$ -        | \$ -           | \$ -        | \$ -        | \$ -        | \$ -        | \$ 480           |
| - 4.2 - Site Visits / Reconnaissance                                 | 4               | 8          | 8               |          |          |          | 20          | \$ 2,400         | \$ -        | \$ -           | \$ -        | \$ -        | \$ -        | \$ -        | \$ 2,400         |
| - 4.3 - Confirm Needs and Alternatives (w/ TM #1)                    | 4               | 16         | 12              |          |          |          | 32          | \$ 3,840         | \$ -        | \$ -           | \$ -        | \$ -        | \$ -        | \$ -        | \$ 3,840         |
| - 4.4 - Field Testing (AWU authorization only)                       |                 |            |                 |          |          |          | 0           | \$ -             | \$ -        | \$ -           | \$ -        | \$ -        | \$ -        | \$ -        | \$ -             |
| - 4.5 - Project Meeting #2 and #3                                    | 4               | 4          | 4               |          |          |          | 12          | \$ 1,440         | \$ -        | \$ -           | \$ -        | \$ -        | \$ -        | \$ -        | \$ 1,440         |
| <b>Task 5 - Hydraulics / Pumping Assessment</b>                      |                 |            |                 |          |          |          |             |                  |             |                |             |             |             |             |                  |
| - 5.1 - Hydraulics / Pumping Analysis and Alternatives (w/ TM #2)    |                 |            |                 |          |          |          | 0           | \$ -             | \$ -        | \$ -           | \$ -        | \$ -        | \$ -        | \$ -        | \$ -             |
| - 5.2 - Project Meeting #4   |                 |            |                 |          |          |          | 0           | \$ -             | \$ -        | \$ -           | \$ -        | \$ -        | \$ -        | \$ -        | \$ -             |
| <b>Task 6 - Zebra Mussel Control Alternatives Evaluation (TM #3)</b> |                 |            |                 |          |          |          |             |                  |             |                |             |             |             |             |                  |
| <b>Task 7 - Evaluation of Alternatives</b>                           |                 |            |                 |          |          |          |             |                  |             |                |             |             |             |             |                  |
| - 7.1 - Evaluate Facility Needs Alternatives                         | 12              | 40         | 22              |          |          |          | 74          | \$ 8,880         | \$ -        | \$ -           | \$ -        | \$ -        | \$ -        | \$ -        | \$ 8,880         |
| - 7.2 - Evaluate Pumping Concept Alternatives                        |                 |            |                 |          |          |          | 0           | \$ -             | \$ -        | \$ -           | \$ -        | \$ -        | \$ -        | \$ -        | \$ -             |
| - 7.3 - TM #4  | 4               | 8          | 4               |          |          |          | 16          | \$ 1,920         | \$ -        | \$ -           | \$ -        | \$ -        | \$ -        | \$ -        | \$ 1,920         |
| - 7.4 - Project Meeting #5   | 4               |            |                 |          |          |          | 4           | \$ 480           | \$ -        | \$ -           | \$ -        | \$ -        | \$ -        | \$ -        | \$ 480           |
| <b>Task 8 - PDR and Shared Operations Plan</b>                       |                 |            |                 |          |          |          |             |                  |             |                |             |             |             |             |                  |
| - 8.1 - Draft and Final PDR and Shared Operations Plan               | 20              | 60         | 40              |          |          |          | 120         | \$ 14,400        | \$ -        | \$ -           | \$ -        | \$ -        | \$ -        | \$ -        | \$ 14,400        |
| - 8.2 - Project Meeting #6   | 6               | 6          | 6               |          |          |          | 18          | \$ 2,160         | \$ -        | \$ -           | \$ -        | \$ -        | \$ -        | \$ -        | \$ 2,160         |
| <b>Subtotal Basic Services</b>                                       | <b>74</b>       | <b>151</b> | <b>102</b>      | <b>0</b> | <b>0</b> | <b>0</b> | <b>327</b>  | <b>\$ 39,240</b> | <b>\$ -</b> | <b>\$ -</b>    | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ 39,240</b> |
| <b><u>Special Services</u></b>                                       |                 |            |                 |          |          |          |             |                  |             |                |             |             |             |             |                  |
| Task SS1 - CFD Analysis  |                 |            |                 |          |          |          | 0           | \$ -             | \$ -        | \$ -           | \$ -        | \$ -        | \$ -        | \$ -        | \$ -             |
| <b>Subtotal Special Services</b>                                     | <b>0</b>        | <b>0</b>   | <b>0</b>        | <b>0</b> | <b>0</b> | <b>0</b> | <b>0</b>    | <b>\$ -</b>      | <b>\$ -</b> | <b>\$ -</b>    | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b>      |
| <b>Total</b>   | <b>74</b>       | <b>151</b> | <b>102</b>      | <b>0</b> | <b>0</b> | <b>0</b> | <b>327</b>  | <b>\$ 39,240</b> | <b>\$ -</b> | <b>\$ -</b>    | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ 39,240</b> |

# Staff Report



|  |                                       |
|--|---------------------------------------|
| <b>Authorize Execution of Texas Homeless Housing and Services Program Grant Agreement For \$220,509 and Texas Homeless Housing and Services Program Implementation</b> |                                       |
| City Council Meeting Date: 9-20-16   | Document Being Considered: Resolution |

## **RECOMMENDATION**

Authorize City Manager to execute the Homeless Housing and Services Program grant agreement, and implement the Homeless Housing and Services Program for Program Year 2017.

## **PRIOR BOARD OR COUNCIL ACTION**

On October 13, 2009, the City Council authorized the City Manager to apply for and implement the Homeless Housing and Services Program (HHSP) funded in the amount of \$976,295 by the Texas Department of Housing and Community Affairs (TDHCA). This State of Texas grant provided funding to address homelessness in Arlington for two years (PY 2010 and PY 2011).

On November 15, 2011, City Council approved a resolution to receive TDHCA funding, in the amount of \$255,010, to continue the HHSP services for PY 2012.

On October 16, 2012, City Council approved a resolution to receive TDHCA funding, in the amount of \$287,533, to continue the HHSP services for PY 2013.

On October 29, 2013, City Council approved a resolution to receive TDHCA funding, in the amount of \$289,345, to continue the HHSP services for PY 2014.

On October 14, 2014, City Council approved a resolution to receive TDHCA funding, in the amount of \$189,023, to continue the HHSP services for PY 2015.

On October 27, 2015, City Council approved a resolution to receive TDHCA funding, in the amount of \$188,314, to continue the HHSP services for PY 2016.

## **ANALYSIS**

During the 81st Legislative Session, the State Legislature appropriated \$20,000,000 over two years to be administered by the TDHCA to fund the HHSP program in the eight largest cities in Texas.

In 2009, the TDHCA determined that the City of Arlington could apply for \$976,295 in HHSP funding for Program Year (PY) 2010 and PY11. The HHSP funding must be used to serve persons who are homeless or at risk of homelessness. The City assisted 835 homeless persons (360 homeless households).

In 2011, the City of Arlington was awarded \$255,010 and served 285 homeless persons (123 homeless households) in PY12.

In 2012, the City of Arlington was awarded \$287,533 and served 394 homeless persons (146 homeless households) in PY13.

In 2013, the City of Arlington was awarded \$289,345 in HHSP funding and served 250 homeless persons (100 homeless households) in PY14.

In 2014, the City of Arlington was awarded \$189,023 in HHSP funding and served 247 persons (98 homeless households) in PY15.

In 2015, the City of Arlington was awarded \$188,314 in HHSP funding and served 183 persons (67 homeless households) in PY16.

On July 18, 2016, TDHCA announced that the City of Arlington is anticipated to be awarded \$220,509 in HHSP funding for PY17.

The City will continue to utilize HHSP funding consistent with the Arlington City Council adopted 10-Year Plan to End Chronic Homelessness. The Arlington 10-Year Plan incorporates the "Housing First" best practices model, which includes outreach services provided by the Arlington Police Department, and case management services and homeless prevention rental assistance services provided by the Arlington Housing Authority.

The \$220,509 in PY17 HHSP funding will be utilized to provide short term rental housing assistance, homeless prevention, and case management services. The City anticipates that it will serve approximately 205 homeless persons (82 homeless households) through the grant period (10/1/16 to 9/30/17).

The City seeks authorization to execute all necessary applications, certifications and grant agreements, and authorization to take all necessary and appropriate action to implement the Homeless Housing and Services Program for income qualified persons in Arlington who are homeless or at risk of homelessness.

**FINANCIAL IMPACT**

No impact to General Fund.

| <u>FY 2011</u> | <u>FY 2012</u> | <u>FY 2013</u> | <u>FY 2014</u> | <u>FY2015</u> | <u>FY2016</u> | <u>FY2017</u> |
|----------------|----------------|----------------|----------------|---------------|---------------|---------------|
| \$488,148      | \$255,010      | \$287,533      | \$289,345      | \$189,023     | \$188,314     | \$220,509     |

**ADDITIONAL INFORMATION**

|   |  |
|---|--|
| Attached:                                 | Resolution                               |
| Under separate cover:                     | None                                     |
| Available in the City Secretary's Office: | 10-Year Plan to End Chronic Homelessness |

**STAFF CONTACT(S)**

|   |  |
|---|--|
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|---|--|

**Resolution No. \_\_\_\_\_**

**A resolution authorizing the submission of a grant application to the Texas Department of Housing and Community Affairs for funding in the amount of \$220,509 for the Texas Homeless Housing and Services Program and authorizing the execution of documents relative to the submission, later acceptance and implementation of such grant**

WHEREAS, in 2009 the City received \$976,295 from the Texas Department of Housing and Community Affairs (TDHCA) to implement the Homeless Housing and Services Program (HHSP) for Program Year 2010 and 2011; and

WHEREAS, in 2011 the City received \$255,010 from TDHCA to continue the HHSP services for Program Year 2012; and

WHEREAS, in 2012 the City received \$287,533 from TDHCA to continue the HHSP services for Program Year 2013; and

WHEREAS, in 2013 the City received \$289,345 from TDHCA to continue the HHSP services for Program Year 2014; and

WHEREAS, in 2014 the City received \$189,023 from TDHCA to continue the HHSP services for Program Year 2015; and

WHEREAS, in 2015 the City received \$188,314 from TDHCA to continue the HHSP services for Program Year 2016; and

WHEREAS, on July 18, 2016, TDHCA announced that the City of Arlington is eligible for \$220,509 in HHSP funding for Program Year 2017; and

WHEREAS, the HHSP funding must be used to serve persons who are homeless or at risk of homelessness; and

WHEREAS, the City recommends continued utilization of HHSP funding in support of the Arlington City Council adopted 10-Year Plan to End Chronic Homelessness; **NOW THEREFORE**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ARLINGTON, TEXAS:**

**I.**

That the City Council hereby authorizes the submission of a grant application to the Texas Department of Housing and Community Affairs for funding in the amount of \$220,509 for Program Year 2017 of the Texas Homeless Housing and Services Program.

The funding will be utilized to provide short term rental housing assistance, homeless prevention, and case management services.

II.

Further, the City Manager or his designee is hereby authorized to administer all matters relating to such grant and to execute all necessary applications, assurances, certifications, agreements and other documents relative to the submission and later acceptance of such grant.

III.

Further, the City Manager or his designee is hereby authorized to take all necessary and appropriate actions to continue implementation of the Texas Homeless Housing and Services Program grant.

PRESENTED AND PASSED on this the \_\_\_\_\_ day of \_\_\_\_\_, 2016, by a vote of \_\_\_\_\_ ayes and \_\_\_\_\_ nays at a regular meeting of the City Council of the City of Arlington, Texas.

\_\_\_\_\_  
W. JEFF WILLIAMS, Mayor

ATTEST:

\_\_\_\_\_  
MARY W. SUPINO, City Secretary

APPROVED AS TO FORM:  
TERIS SOLIS, City Attorney

BY Eddie Martin

# Staff Report



## 2015-2016 Consolidated Annual Performance and Evaluation Report (CAPER) for HUD Grants and Reprogramming of Prior Year Funds

City Council Meeting Date: 9-20-16

Document Being Considered: Resolution

### **RECOMMENDATION**

Approve a resolution adopting the 2015-2016 Consolidated Annual Performance and Evaluation Report (CAPER), authorizing the submission of the report to the U.S. Department of Housing and Urban Development (HUD), and authorizing reprogramming of prior year Community Development Block Grant (CDBG), HOME Investment Partnerships (HOME) and Emergency Solutions Grant (ESG) funds.

### **PRIOR BOARD OR COUNCIL ACTION**

The Community and Neighborhood Development Committee reviewed a summary of the 2015-2016 CAPER at their meeting on September 6, 2016.

### **ANALYSIS**

- The 2015-2016 CAPER provides information about activities, expenditures, and accomplishments between July 1, 2015 and June 30, 2016 for CDBG, HOME, and ESG.
- The required citizen participation process for the CAPER included a public notice, a public hearing at Arlington City Hall Council Briefing Room, 3<sup>rd</sup> floor, 101 W. Abram Street, Arlington, Texas 76010 on August 29, 2016, and a 30-day period for written comments from August 10 through September 12, 2016. A summary of these comments are included in the CAPER document.
- Carry-over funds from prior year CDBG, HOME and ESG, programs are recommended to be reprogrammed as follows: \$138,382.53 from PY2015 CDBG Funds to New York Corridor Neighborhood Infrastructure Project, \$136,651.53 in HOME funds to the Owner-Occupied Housing Rehabilitation program, and \$20,598.00 in ESG funds to Center for Transforming Lives for the Rapid Rehousing program and \$3,294.77 to the City of Arlington for Homeless Management Information System (HMIS). For further detail, please refer to the attached Reprogramming Summary.

### **FINANCIAL IMPACT**

None

### **ADDITIONAL INFORMATION**

Attached:

Resolution  
PY2015 CAPER Newsletter  
Reprogramming Summary

Under separate cover:

None

Available in the City Secretary's Office:

PY2015 CAPER

### **STAFF CONTACT(S)**

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Resolution No. \_\_\_\_\_

**A resolution adopting the Program Year 2015-2016 Consolidated Annual Performance and Evaluation Report, authorizing the submission of the report to the U. S. Department of Housing and Urban Development, and authorizing reprogramming of prior year Community Development Block Grant, HOME Investment Partnerships, and Emergency Solutions Grant funds**

WHEREAS, the Program Year 2015-2016 Consolidated Annual Performance and Evaluation Report (“CAPER”) provides information about activities, expenditures and accomplishments between July 1, 2015, and June 30, 2016, for the Community Development Block Grant (“CDBG”), HOME Investment Partnerships Grant (“HOME”), and Emergency Solutions Grant (“ESG”) programs; and

WHEREAS, the required citizen participation process for the CAPER included a public notice, a public hearing held at Arlington City Hall Council Briefing Room, 3<sup>rd</sup> floor, 101 W. Abram Street, Arlington, Texas 76010 on August 29, 2016, and a 30-day period for written comments from August 10 through September 12, 2016; and

WHEREAS, carry-over funds from prior year CDBG, HOME, and ESG programs are recommended to be reprogrammed as follows: \$138,382.53 from PY2015 CDBG funds to New York Corridor Neighborhood Infrastructure Project; \$136,651.53 in HOME funds to the Owner-Occupied Housing Rehabilitation program; and ESG funds in the amount of \$20,598.00 to Center for Transforming Lives for the Rapid Rehousing program and \$3,294.77 to the City of Arlington for Homeless Management Information System; NOW THEREFORE

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ARLINGTON, TEXAS:

I.

That the Program Year 2015-2016 Consolidated Annual Performance and Evaluation Report is hereby approved and the City Manager or his designee is hereby authorized to submit the Program Year 2015-2016 Consolidated Annual Performance and Evaluation Report to the U. S. Department of Housing and Urban Development.

II.

Further, the City Manager or his designee is hereby authorized to execute all necessary agreements, applications, assurances, certifications and other documents and

instruments necessary for the submission of the Program Year 2015-2016 Consolidated Annual Performance and Evaluation Report to the U. S. Department of Housing and Urban Development.

III.

Further, the City Manager or his designee is hereby authorized to take all necessary and appropriate actions to reprogram carry-over funds from the prior year from CDBG, HOME, and ESG programs upon approval by HUD, including execution of necessary agreement modifications. The funds are expected to be reprogrammed as follows: \$138,382.53 from PY2015 CDBG funds to New York Corridor Neighborhood Infrastructure Project; \$136,651.53 in HOME funds to the Owner-Occupied Housing Rehabilitation program; and ESG funds in the amount of \$20,598.00 to Center for Transforming Lives for the Rapid Rehousing program and \$3,294.77 to the City of Arlington for Homeless Management Information System.

PRESENTED AND PASSED on this the \_\_\_\_\_ day of \_\_\_\_\_, 2016, by a vote of \_\_\_\_\_ ayes and \_\_\_\_\_ nays at a regular meeting of the City Council of the City of Arlington, Texas.

\_\_\_\_\_  
W. JEFF WILLIAMS, Mayor

ATTEST:

\_\_\_\_\_  
MARY W. SUPINO, City Secretary

APPROVED AS TO FORM:  
TERIS SOLIS, City Attorney

BY Eddie Martin

# 2015-2016 CAPER NEWSLETTER

## CONSOLIDATED ANNUAL PERFORMANCE & EVALUATION REPORT



## HIGHLIGHTS

### WHAT IS THE CAPER?

PAGE 1

### CHAMPION GREAT NEIGHBORHOODS

### ENHANCE REGIONAL MOBILITY

PAGE 2

### SUPPORT QUALITY EDUCATION

### SPECIAL NEEDS & HOMELESS SERVICES

PAGE 3

### FINANCIAL SUMMARY

PAGE 4

## WHAT IS THE CAPER?

The Consolidated Annual Performance & Evaluation Report (CAPER) is a summary of the progress made by the City of Arlington to achieve the goals identified in the 2015-2019 Consolidated Plan and the Program Year 2015 Action Plan, using:



**CDBG**  
Community  
Development  
Block Grant



**ESG**  
Emergency  
Solutions  
Grant



**HOME**  
Investment  
Partnerships  
Program

The draft CAPER for public review can be found here:  
[http://www.arlington-tx.gov/cdp/grants/planningandreporting/  
con-plans-action-plans-capers/](http://www.arlington-tx.gov/cdp/grants/planningandreporting/con-plans-action-plans-capers/)



## CHAMPION GREAT NEIGHBORHOODS

- » 17 families bought their first home through the Arlington Homebuyers' Assistance Program.
- » 5 Energy-efficient, affordable homes were constructed using HOME funds and purchased by first-time home buyers; 3 located within the NRSA.
- » 72 low-income households received housing rehabilitation assistance; 44 received emergency repairs; 23 full rehabilitations; 12 received Barrier Removal grants to improve accessibility for persons with disabilities.
- » The City of Arlington hosted a Fair Housing Symposium as part of National Fair Housing Month. Over 60 attendees were provided information on how to promote fair housing choice and how to foster inclusive communities.
- » The City of Arlington hosted its inaugural Homeownership Fair. 448 attendees were given the opportunity to learn about the home buying process and how to maintain their home.



## ENHANCE REGIONAL MOBILITY

- » 3,947 trips were provided to 48 unduplicated clients were provided transportation to jobs through the Ride2Work program, operated by Catholic Charities.
- » 10,028 trips were provided by Mission Metroplex to 311 low-income and homeless individuals to access school, social services, and medical services.
- » 825 one-way trips were provided to 296 otherwise-isolated seniors living in Arlington by Senior Citizen Services.
- » NY Corridor from Abram to Park Row: design and plans were completed for improved streets and pedestrian infrastructure. CDBG funds will be used for pedestrian walkways and amenities along the corridor.
- » East Arlington Streets Phase III on Barton Drive from Sherry to Kent street was substantially completed.



## SUPPORT QUALITY EDUCATION

- » 24 homeless and low-income children were afforded full-day quality childcare by the Center for Transforming Lives (formerly YWCA).
- » 1,199 youth received one-on-one mentoring, educational tutoring, and after-school programming from Arlington Parks and Recreation, Big Brothers Big Sisters, Boys & Girls Club, Girls, Inc. and H.O.P.E Tutoring.
- » 109 students attended GED, job readiness and/or ESL classes provided by Tarrant County College at Water from the Rock; 5 passed the GED exam.
- » 922 participants (394 adults and 528 youth) received GED, ESL, technology and youth literacy training from Arlington Public Library.
- » 7,092 elementary students at Title 1 schools received dental health education services from Dental Health Arlington.
- » 685 students enrolled in ESL, GED and high school credit courses provided by the AISD Dropout Prevention Center.



## SPECIAL NEEDS AND HOMELESS SERVICES

- » 1,845 homeless individuals were served at the Arlington Life Shelter, Safe Haven, and Salvation Army.
- » 68 individuals (20 households) were provided rapid rehousing services by Safe Haven and Center for Transforming Lives.
- » 14,531 meals were provided to 328 seniors by Senior Citizen Services and Meals on Wheels.
- » 198 individuals received substance abuse counseling and referrals to treatment from Recovery Resource Council.
- » 217 persons were tested and counseled in risk reduction by AIDS Outreach Center.
- » 86 adults with physical and mental disabilities were provided day rehabilitation services from Advocates for Special People.

# FINANCIAL SUMMARY



PY15 ALLOCATIONS:

- CDBG - \$2,913,648
- HOME - \$837,670
- ESG - \$264,459

**TOTAL: 4,015,777**

## PY15 PRIORITY NEEDS EXPENDITURE

| ACTIVITY               | CDBG        | HOME      | ESG       | TOTAL       |
|------------------------|-------------|-----------|-----------|-------------|
| AFFORDABLE HOUSING     | \$721,440   | \$627,027 | -         | \$1,348,468 |
| HOMELESSNESS           | \$68,190    | \$151,145 | \$219,313 | \$438,648   |
| SPECIAL NEEDS          | \$42,702    | \$151,000 | -         | \$193,702   |
| COMMUNITY DEVELOPMENT  | \$1,116,590 | -         | -         | \$1,116,590 |
| CENTRAL ARLINGTON NRSA | \$179,047   | \$102,371 | \$80,952  | \$362,371   |
| EAST ARLINGTON         | \$627,859   | -         | -         | \$627,859   |

\*Categories may overlap, resulting in duplicative totals

## PUBLIC INPUT

The 2015-2016 CAPER will be presented for public comment from August 10, 2016 - September 12, 2016. Comments may be submitted by mail to Grants management, P.O. Box 90231, MS 01-0330, Arlington, Texas 76004-3231, by fax at 817-459-6253, or email at GrantsManagement@arlingtontx.gov.

Public Hearing  
 Monday, August 29 6:00 p.m.  
 Arlington City Hall: Council Briefing Room  
 101 W Abram St., 3rd floor  
 Arlington, Texas 76010

Facilities are wheelchair accessible. Contact 817-459-6258 (48 hours in advance) to make arrangements for language translation or other accommodations.

**Proposed Reprogramming of Prior Year Funds  
8/31/2016**

| IDIS Activity   | Description                                  | Program Year | Accounting Unit | Line Item | Activity | FROM:      | TO:               |
|---|--|--------------|-----------------|-----------|----------|------------|-------------------|
| <b>CDBG:</b>  |  |              |                 |           |          |            |                   |
| 4054  | PY15 General Administration                  | PY15         | 418641          | Various   | 414101   | 17,163.13  |                   |
| 4036  | AIDS Outreach                                | PY15         | 418641          | 61002     | 414104   | 236.94     |                   |
| 4048  | Recovery Resource Council                    | PY15         | 418641          | 61002     | 414115   | 3.00       |                   |
| 4050  | Sr Citizens-Central Arlington                | PY15         | 418641          | 61002     | 414116   | 8,027.00   |                   |
| 4053  | Water from the Rock                          | PY15         | 418641          | 61002     | 414120   | 2,952.46   |                   |
| 4032  | Infrastructure-East Arl Streets-Phse III     | PY15         | 418641          | 61002     | 414122   | 110,000.00 |                   |
| TBD   | Infrastructure-NY Corridor                   | PY16         | 418642          | 61002     | 414221   |            | 138,382.53        |
| Total CDBG  |  |              |                 |           |          | 138,382.53 | <b>138,382.53</b> |
| <b>ESG:</b>   |  |              |                 |           |          |            |                   |
| 4030  | SafeHaven of TC-Operations                   | PY15         | 418603          | 61002     | 419495   | 483.15     |                   |
| 4029  | SafeHaven of TC-Rapid Re-Housing             | PY15         | 418603          | 61002     | 419495   | 20,116.33  |                   |
| 4029  | Ctr for Transforming Lives: Rapid Re-Housing | PY15         | 418603          | 61002     | 419497   | 3,293.29   |                   |
| 4028  | Homeless Management Information System       | PY15         | 418603          | 31002     | 419498   |            | 3,294.77          |
| 4029  | Ctr for Transforming Lives: Rapid Re-Housing | PY15         | 418603          | 61002     | 419497   |            | 20,598.00         |
|   |  |              |                 |           |          | 23,892.77  | <b>23,892.77</b>  |
| <b>HOME:</b>  |  |              |                 |           |          |            |                   |
| 4057  | PY15 General Administration                  | PY15         | 418605          | Various   | 410732   | 12,066.77  |                   |
| Various Prior Year Funds from Program Income Balances |  | Pre-PY15     |                 |           |          | 124,584.76 |                   |
| TBD   | Owner-Occupied Housing Rehabilitation        | PY16         | 418605          | 61031     | 410741   |            | 136,651.53        |
|   |  |              |                 |           |          | 136,651.53 | <b>136,651.53</b> |
|   |  |              |                 |           |          | 298,926.83 |                   |
| <b>Total Reprogramming</b>                            |  |              |                 |           |          |            | <b>298,926.83</b> |

# Staff Report



|   |                                       |
|---|---------------------------------------|
| <b>North Central Texas Regional Training Exercise Participation</b> |                                       |
| City Council Meeting Date: 9-20-16                                  | Document Being Considered: Resolution |

## **RECOMMENDATION**

Authorize the City of Arlington's participation in Emergency Response Preparedness Training with the North Central Texas Council of Governments (NCTCOG) of Arlington, Texas which is scheduled for November 11-13, 2016, and authorize the City Manager or his designees to execute any and all agreements necessary to the City of Arlington's participation in said training, including, but not limited to, participation and host site agreements.

## **PRIOR BOARD OR COUNCIL ACTION**

On November 5, 2013, City Council approved Resolution 13-293, authorizing a Host Site Agreement and exercise participation with North Texas Council of Governments (NCTCOG) of Arlington, Texas to conduct a regional training exercise at an exercise site located at 810 Mosier Valley Road, Arlington, Texas on November 9-10, 2013.

## **ANALYSIS**

The North Central Texas Council of Governments (NCTCOG) is organizing a regional training for emergency response preparedness. The training is a comprehensive multi-discipline, multi-jurisdictional full-scale regional exercise. The overarching goal for this exercise would be to increase proficiency levels in identified target capabilities and enhance regional response to large-scale incidents. The training exercise:

- enhances the skills and abilities of regional first responders, as well as those responsible for coordinating and managing large-scale events;
- assesses the region's ability to successfully respond to and manage multiple terrorist events and other emergencies occurring simultaneously throughout the region;
- provides the NCTCOG Region with critical gap analysis information by identifying the existing level of preparedness and capabilities and comparing that information to related desired levels;
- concludes with the creation of a comprehensive After Action Report and Improvement Plan (AAR-IP) that provides an accurate assessment of involved functions and preparedness program areas.

Participation by members of the Arlington Fire Department and the Arlington Police Department would provide beneficial training to the City of Arlington Emergency Response Providers. The training would take place in multiple cities throughout North Texas with one location occurring on property owned by the City of Arlington, the Explosive Ordnance Disposal Bomb Range. This training is considered "homeland security activity" governed, in part, by Chapter 421.061 and 421.062 of the Texas Government Code which grants qualified immunity from civil liability to participants (e.g., officers, employees, volunteers) and immunity from civil liability to the City.

**FINANCIAL IMPACT**

None.

**ADDITIONAL INFORMATION**

|   |            |
|---|------------|
| Attached:                                 | Resolution |
| Under separate cover:                     | None       |
| Available in the City Secretary's Office: | None       |

**STAFF CONTACT(S)**

|  |  |
|--|--|
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Fire Marshal  
817-459-5528  
[Darin.Niederhaus@arlingtontx.gov](mailto:Darin.Niederhaus@arlingtontx.gov)

Resolution No. \_\_\_\_\_

**A resolution authorizing the City of Arlington's participation in the North Central Texas Council of Government's Regional Emergency Preparedness Training and the execution of all agreements relative to the City's participation including host site agreements**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ARLINGTON, TEXAS:

I.

That the City of Arlington is authorized to participate in the North Central Texas Council of Government's (NCTCOG) Regional Emergency Preparedness Training scheduled for November 2016, and the City Manager or his designees are hereby authorized to execute any and all agreements relative to the City's participation in said training including, but not limited to, participation and host site agreements.

PRESENTED AND PASSED on this the \_\_\_\_\_ day of \_\_\_\_\_, 2016, by a vote of \_\_\_\_\_ ayes and \_\_\_\_\_ nays at a regular meeting of the City Council of the City of Arlington, Texas.

\_\_\_\_\_  
W. JEFF WILLIAMS, Mayor

ATTEST

\_\_\_\_\_  
MARY W. SUPINO, City Secretary

APPROVED AS TO FORM:  
TERIS SOLIS, City Attorney

BY  \_\_\_\_\_

# Staff Report



|   |                                       |
|---|---------------------------------------|
| <b>Donation of Equipment to Tarrant County College District</b> |                                       |
| City Council Meeting Date: 9-20-16                              | Document Being Considered: Resolution |

**RECOMMENDATION**

Approve a resolution authorizing the donation of 50 fire fighting Self-Contained Breathing Apparatus AIR-PAKs with harnesses, bottles, and facepieces to Tarrant County College District to be donated solely to the Arlington Independent School District Fire Academy.

**PRIOR BOARD OR COUNCIL ACTION**

None.

**ANALYSIS**

The equipment being donated has reached the end of service life for the department, has been replaced, and is currently in an "out of service" status. Tarrant County College District is a Texas political subdivision of higher education whose mission it is to provide curriculum that leads to the completion of the Fire Academy and Emergency Medical Technician courses, serving grades 11 – 12. The transfer of this equipment will serve to enhance the training that Tarrant County College District offers to Arlington Independent School District Fire Academy students.

**FINANCIAL IMPACT**

None. Tarrant County College District will accept responsibility for the equipment once the transfer of the donated equipment has been made.

**ADDITIONAL INFORMATION**

Attached: Equipment List  
Donation Agreement  
Resolution

Under separate cover: None

Available in the City Secretary's office: None

**STAFF CONTACT(S)**

Don Crowson  
Fire Chief  
817-459-5501  
[Don.Crowson@arlingtontx.gov](mailto:Don.Crowson@arlingtontx.gov)

Jim Self  
Assistant Fire Chief  
817-459-5516  
[Jim.Self@arlingtontx.gov](mailto:Jim.Self@arlingtontx.gov)

Resolution No. \_\_\_\_\_

**A resolution authorizing the execution of a Donation Agreement between Tarrant County College District and City of Arlington, Texas, relative to the donation of fire fighting equipment**

WHEREAS, the City owns certain Fire Equipment which has outlived its useful life but can still be used for training by the Fire Academy; and

WHEREAS, Tarrant County College District is providing the Fire Equipment to the Arlington Independent School District Fire Academy; and

WHEREAS, the City believes that the donation of the fire equipment would serve a public purpose, NOW THEREFORE

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ARLINGTON, TEXAS:

I.

That all of the recitals contained in the preamble of this resolution are found to be true and are adopted as findings of fact by this governing body and as part of its official record.

II.

That the City Manager or his designee is hereby authorized to execute a Donation Agreement between Tarrant County College District and City of Arlington, Texas relative to the donation of 50 fire fighting Self-Contained Breathing Apparatus AIR-PAKs with harnesses, bottles, and facepieces to be used in the Arlington Independent School District Fire Academy.

III.

A substantial copy of the Agreement is attached hereto and incorporated herein for all intents and purposes.

PRESENTED AND PASSED on this the \_\_\_\_\_ day of \_\_\_\_\_, 2016, by a vote of \_\_\_\_\_ ayes and \_\_\_\_\_ nays at a regular meeting of the City Council of the City of Arlington, Texas.

\_\_\_\_\_  
W. JEFF WILLIAMS, Mayor

ATTEST:

\_\_\_\_\_  
MARY W. SUPINO, City Secretary

APPROVED AS TO FORM:  
TERIS SOLIS, City Attorney

BY Eddie Martin



**III.**  
**TERMS, RIGHTS, OBJECTIVES AND DUTIES**  
**OF THE PARTIES**

The following shall apply to the PARTIES in the performance of this AGREEMENT.

- A. CITY upon execution of this agreement shall transfer all rights and title to the fire equipment as defined in this Agreement to the TCCD.
- B. TCCD agrees to take the fire equipment “as is” and agrees that CITY is providing no warranties including any warranty of merchantability or fitness for use.
- C. TCCD agrees that after acceptance of donation it takes upon all rights and responsibility of ownership and that includes all future maintenance and repairs of the fire equipment while in its’ possession.
- D. The fire equipment may be disposed of in any lawful manner only upon the fire equipment being no longer suitable for fire-fighting use.

**IV.**  
**NO VERBAL AGREEMENT**

This Contract contains all the terms, commitments and covenants of the PARTIES pursuant to this Contract. Any verbal or written commitment not contained in this Contract or expressly referred to in this Contract and incorporated by reference shall have no force or effect

**V.**  
**AGREEMENT INTERPRETATION AND VENUE**

The PARTIES covenant and agree that any litigation relating to this AGREEMENT, the terms and conditions of the AGREEMENT will be interpreted according to the laws of the State of Texas and venue shall be proper exclusively in Tarrant County, Texas.

**VI.**  
**CAPTION**

The captions to the various clauses of this AGREEMENT are for informational purposes only and in no way alter the substance of the terms and conditions of this AGREEMENT.

**VII.**  
**IMMUNITY**

**It is expressly understood and agreed that, in the execution of this AGREEMENT, no party waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.**

**VIII.**  
**SEVERABILITY**

If any of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants or conditions of this AGREEMENT are for any reason held to be invalid, void or unenforceable, the remainder of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, or conditions in this AGREEMENT shall remain in full force and effect and shall in no way be affected, impaired or invalidate.

**IX.**  
**JOINT VENTURES**

Nothing contained in this Agreement is intended by the PARTIES to create a partnership or joint venture between the PARTIES, and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not create a joint enterprise, nor does it appoint any party as an agent of any other party, for any purpose whatsoever.

**X.**  
**THIRD PARTIES**

The PARTIES to this Agreement do not intend by this Agreement that any specific third party may obtain a right by virtue of the execution or performance of this Agreement.

This agreement shall become effective on the date first written above.

IN WITNESS WHEREOF, the PARTIES hereto have executed four (4) copies of this contract in TARRANT COUNTY, Texas, this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

BY: \_\_\_\_\_  
Name, Title

APPROVED:

\_\_\_\_\_  
Name, Title

**CITY OF ARLINGTON**

BY: \_\_\_\_\_  
W. JEFF WILLIAMS, Mayor

ATTEST:

\_\_\_\_\_  
MARY W. SUPINO, City Secretary

APPROVED AS TO FORM:  
TERIS SOLIS, City Attorney

BY: \_\_\_\_\_



Arlington Fire Department Donation to Tarrant County College

|                    |  |
|--------------------|--|
| <b>Project</b>     | SCOTT SCBA DONATION                                |
| <b>Beneficiary</b> | ARLINGTON INDEPENDENT SCHOOL DISTRICT FIRE ACADEMY |
| <b>Date</b>        | SEPTEMBER 20, 2016                                 |

| <b>EQUIPMENT</b> |                           |            |  |  |               |
|------------------|---------------------------|------------|--|--|---------------|
| <b>QTY</b>       | <b>ITEM</b>               | <b>MFG</b> | <b>USE</b>                                 | <b>PHOTO</b>   | <b>COST\$</b> |
| 50               | SCBA AIR-PAK with harness | SCOTT      | Protects firefighter from smoke inhalation |   | \$400.00 ea   |
| 50               | Cylinder                  | SCOTT      | Protects firefighter from smoke inhalation |   | \$ 89.95 ea   |
| 50               | Facepieces                | SCOTT      | Protects firefighter from smoke inhalation |  | \$ 75.00 ea   |

# Staff Report



## Del Carmen Consulting Professional Services Contract

City Council Meeting Date: 9-20-16

Document Being Considered: Resolution

### **RECOMMENDATION**

Approve a resolution authorizing the execution of a professional services contract, in an amount not to exceed \$33,050.04 for consulting services FY 2017 with Del Carmen Consulting, LLC.

### **PRIOR BOARD OR COUNCIL ACTION**

No prior council action has been taken.

### **ANALYSIS**

Consulting services with subject matter experts in the area of law enforcement serve as a supplementary tool to assess current practices within the department against best practices, industry standard and provides an objective review to continuously improve service provided.

Since this is a professional service contract, it is exempt from the bid process. Past experience has proven that it is more cost effective to engage in periodic analysis of best practices and completion of a racial profiling report via a professional service contract than to pay for the training, salary, benefits, and expenses of a full-time employee.

The 2016-17 contract provides the Police Department with a specific scope of work to be completed by Del Carmen Consulting, LLC. The contract consists of a completion of a racial profiling report, conducting quarterly audits of racial profiling data and an analysis of current course curriculum on racial profiling. It also includes training to department subject matter experts and the completion of ad hoc projects.

### **FINANCIAL IMPACT**

This is a one year contract for services in FY 2017. Del Carmen Consulting, LLC monthly charges will be \$2,754.17 resulting in an annual fee of \$33,050.04. The program will be funded from Asset Forfeiture account funds (270103-61043) and will have no general fund impact.

### **ADDITIONAL INFORMATION**

|   |                      |
|---|----------------------|
| Attached:                               | Resolution; Contract |
| Under separate cover:                   | None                 |
| Available in the City Manager's office: | None                 |

### **STAFF CONTACT(S)**

Will Johnson  
Police Chief  
817-459-5702

[Will.Johnson@arlingtontx.gov](mailto:Will.Johnson@arlingtontx.gov)

Jaime Ayala  
Assistant Chief  
817-459-5718

[Jaime.Ayala@arlingtontx.gov](mailto:Jaime.Ayala@arlingtontx.gov)

Resolution No. \_\_\_\_\_

**A resolution authorizing the execution of a Professional Services Contract with Del Carmen Consulting, LLC of Grand Prairie, Texas, for an amount not to exceed \$33,050.04, relative to consulting services in FY 2017**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ARLINGTON, TEXAS:

I.

That the City Manager or his designee is hereby authorized to execute a Professional Services Contract with Del Carmen Consulting, LLC of Grand Prairie, Texas, for an amount not to exceed \$33,050.04, relative to consulting services in FY 2017 including completion of a racial profiling report, conducting quarterly audits of racial profiling data and an analysis of current course curriculum on racial profiling. The Contract will be funded from Asset Forfeiture account funds 270103-61043.

II.

A substantial copy of the Contract is attached hereto and incorporated herein for all intents and purposes.

PRESENTED AND PASSED on this the \_\_\_\_ day of \_\_\_\_\_, 2016, by a vote of \_\_\_\_ ayes and \_\_\_\_ nays at a regular meeting of the City Council of the City of Arlington, Texas.

\_\_\_\_\_  
W. JEFF WILLIAMS, Mayor

ATTEST:

\_\_\_\_\_  
MARY W. SUPINO, City Secretary

APPROVED AS TO FORM:  
TERIS SOLIS, City Attorney

BY \_\_\_\_\_  


THE STATE OF TEXAS §

**Professional Services Contract**

COUNTY OF TARRANT §

THIS CONTRACT is entered into effective October 1, 2016, by and between the **CITY OF ARLINGTON, TEXAS**, a municipal corporation located in Tarrant County, Texas (hereinafter referred to as "CITY"), acting by and through its City Manager or his designee, and Del Carmen Consulting, LLC whose address is 3051 Trevino Grand Prairie, TX 75054(hereinafter referred to as "CONSULTANT")

---

W I T N E S S E T H:

WHEREAS, CITY desires to obtain professional services in connection with a perception of crime study, a racial profiling report, crime analysis training and criminology expertise

WHEREAS, CONSULTANT is qualified to provide such Services and is willing to undertake such Services for CITY in exchange for fees hereinafter specified; NOW, THEREFORE,

THAT IN CONSIDERATION of the covenants and agreements hereinafter contained and subject to the terms and conditions hereinafter stated, the parties hereto do mutually agree as follows:

**I.**

**Employment of CONSULTANT**

CONSULTANT will perform as an independent contractor all services under this Contract to the prevailing professional standards consistent with the level of care and skill ordinarily exercised by members of the consulting professions, both public and private, currently practicing in the same locality under similar conditions including but not limited to the exercise of reasonable, informed judgments and prompt, timely action. If the CONSULTANT is representing that it has special expertise in one or more areas to be utilized in this Contract, then CONSULTANT agrees to perform those special expertise services to the appropriate local, regional and national professional standards.

**II.**

**Scope of Services**

The scope of services to be rendered under this Contract is set forth and shall be in accordance with the Proposal, attached hereto as Exhibit "A".

Deviations from the scope of services or other provisions of this Contract may only be made by written agreement signed by all parties to this Contract.

**III.**

**Compensation to CONSULTANT**

For and in consideration of the work performed hereunder, CITY agrees to pay to CONSULTANT for satisfactory completion of all services included in this Contract a total fee not to exceed

thirty-three thousand fifty dollars and four cents (\$33,050.04), this fee includes all out of pocket expenses and any associated travel. The scope of service to be provided for the total cost of \$33,050.04 is outlined in Exhibit "A".

CONSULTANT will bill CITY \$2,754.17 upon the completion of each month of service. Invoices shall show the progress of assigned projects, the percentage of completion on each work element or task, and the number of hours expended during the month.

If additional services, trips or expenses are requested, CONSULTANT will not provide such additional services until authorized by CITY in writing to proceed. The scope of services shall be strictly limited. CITY shall not be required to pay any amount in excess of the amount identified in the preceding paragraph unless CITY shall have approved in writing in advance (prior to the performance of additional work) the payment of additional amounts.

Within thirty (30) days of receipt of each such invoice, CITY shall make payments in the amount shown by CONSULTANT's approved statements and other documentation submitted.

Nothing contained in this Contract shall require CITY to pay for any work that is unsatisfactory as determined by CITY or which is not submitted in compliance with the terms of this Contract, nor shall failure to withhold payment pursuant to the provisions of this section constitute a waiver of any right, at law or in equity, which CITY may have if CONSULTANT is in default, including the right to bring legal action for damages or for specific performance of this Contract. Waiver of any default under this Contract shall not be deemed a waiver of any subsequent default.

If CITY disputes any invoice CITY shall timely pay the undisputed portion and promptly notify CONSULTANT in writing of the nature of the dispute as to the remainder, and the parties will use their best efforts to resolve the dispute expeditiously.

#### **IV.** **Term**

This agreement shall be effective from October 1, 2016 until \_\_\_September 30, 2017.

#### **V.** **Termination**

CITY may terminate this Contract with or without cause upon written notice to CONSULTANT. Upon receipt of termination notice, CONSULTANT shall stop all work in progress, including subcontracts. All finished or unfinished documents, data, studies, surveys, drawings, maps, reports, photographs, etc. prepared by CONSULTANT and all subcontractors will be delivered to CITY and shall become the property of CITY upon final payment to CONSULTANT. CITY shall pay CONSULTANT for all work performed in accordance with the provisions of this Contract prior to the date of termination. CONSULTANT shall invoice CITY for all work performed within thirty

(30) days of termination notice. CITY shall not be responsible for payment of any invoices received after the expiration of thirty (30) days from notice of termination.

## VI. Ownership of Documents

All drawings, documents, and specifications prepared or assembled by CONSULTANT under this Contract shall become the sole property of CITY and shall be delivered to CITY without restriction on future use. CONSULTANT may retain in its files copies of all drawings, documents, specifications and all other pertinent information for the work. Copies may be used for promotional purposes. Concepts and ideas embodied in the plans may be freely used by the CONSULTANT without restriction. CONSULTANT shall have no liability for changes made to the drawings, specifications and other documents by others subsequent to the completion of the Contract.

## VII. Insurance

CONSULTANT shall, at its own expense, purchase, maintain and keep in force during the term of this Contract such insurance as set forth below. CONSULTANT shall not commence work under this Contract until it has obtained all the insurance required under the Contract and such insurance has been approved by CITY; nor shall CONSULTANT allow any subcontractor to commence work on a subcontract until all similar insurance of the subcontractor has been obtained and approved. All insurance policies provided under this Contract shall be written on an "occurrence" basis, except for Professional Liability. The insurance requirements shall remain in effect throughout the term of this contract. The policy limits stated below are a minimum.

1. Workers' Compensation, as required by law, Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease - each employee and \$1,000,000 disease - policy limit.
2. Commercial General Liability Insurance, including Independent Contractor's Liability, Completed Operations and Contractual Liability, covering but not limited to the indemnification provisions of this contract, fully insuring CONSULTANT's liability for injury to or death of employees of CITY and third parties, extended to include personal injury liability coverage, and for damage to property of third parties, with a combined bodily injury and property damage minimum limit of \$1,000,000 per occurrence and \$2,000,000 aggregate.
3. Commercial Automobile and Truck Liability Insurance, covering any auto or hired and non-owned vehicles, with a combined bodily injury and property damage limit of \$1,000,000 per occurrence.

4. Professional Liability Insurance, CONSULTANT shall obtain and maintain at all times during the prosecution of the work under this Contract professional liability insurance. Limits of liability shall be \$1,000,000 per claim and \$2,000,000.00 aggregate. Any such policy of insurance and the Declarations Page therefore shall identify if coverage is being provided on an "occurrence" or "claims-made" basis. If this coverage is being provided on a "claims-made" basis, CONSULTANT must maintain this policy for a period of four (4) years after completion of project, or shall purchase the extended reporting period or "tail coverage" insurance providing equivalent coverage for same period of time.
5. Umbrella Liability Insurance of not less than \$2,000,000.00 per occurrence, following form and drop down provisions included.

Other Insurance Provisions

It is agreed by all parties to this Contract that the insurance policies required under this Contract shall be endorsed to provide:

- (a) The CITY as an additional insured on all applicable policies or coverages with the exception of Professional Liability and Workers' Compensation, and that the policy phrase "other insurance" shall not apply to CITY where CITY is an additional insured on the policy.
- (b) Each policy will require that thirty (30) days prior to the expiration in coverage, a notice thereof shall be given to City to:

City of Arlington  
Risk Management - Mail Stop  
63-0790 PO Box 90231  
Arlington, Texas  
76004-3231

If the policy is canceled for nonpayment of premium, only ten (10) days advance written notice to City is required. CONSULTANT shall also notify CITY within twenty-four (24) hours after receipt of any notices of expiration, cancellation, nonrenewal or any material change in coverage it receives from its insurer(s).

- (c) Be written through companies duly authorized to transact that class of insurance in the State of Texas. Insurance is to be placed with

insurers with an A.M. Best rating of no less than A:VII.

(d) Waive subrogation rights for loss or damage on all policies or coverages (except professional liability) so that insurers have no right to recovery or subrogation against CITY, it being the intention that the required insurance policies shall protect all parties to the Contract and be primary coverage for all losses covered by the policies.

(e) Provide one (1) copy of a Certificate of Insurance completed on an Acord form or other State-approved form evidencing the required coverages to:

City of Arlington  
**Risk Management** - Mail  
Stop 63-0790 PO Box 90231  
Arlington, Texas  
76004-3231

CITY reserves the right to review the insurance requirements of this section during the effective period of the Contract and to adjust insurance coverages and their limits when deemed necessary by the CITY based upon changes in statutory law, court decisions or the claims history of the industry as well as CONSULTANT. Notwithstanding any provisions to the contrary, any adjustments to the insurance coverages and their limits will be based upon the reasonable commercial availability of those coverages and will only be required after the CITY reimburses CONSULTANT for the additional costs of obtaining said changed coverages or limits.

**VIII.**  
**Right to Inspect Records**

CONSULTANT agrees that CITY shall have access to and the right to examine any directly pertinent books, documents, papers and records of CONSULTANT involving transactions relating to this Contract. CONSULTANT agrees that CITY shall have access during normal working hours to all necessary CONSULTANT facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. CITY shall give CONSULTANT reasonable advance notice of intended audits.

CONSULTANT further agrees to include in subcontract(s), if any, a provision that any subcontractor or consultant agrees that CITY shall, have access to and the right to examine any directly pertinent books, documents, papers and records of such consultant or sub-contractor involving transactions to the subcontract; and further, that CITY shall have access during normal working hours to all consultant or sub-contractor facilities and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with the provisions of this paragraph. CITY shall give

CONSULTANT or sub-contractor reasonable advance notice of intended audits.

IX  
INDEMNITY

CONSULTANT undertakes and agrees to indemnify and hold harmless CITY and any and all of their Boards, commissions, officers, agents, representatives, employees, volunteers and elected or appointed officials from and against any and all suits and causes of action, claims, charges, costs, damages, demands, expenses (including, but not limited to, Attorney's fees and cost of litigation), judgments, civil fines and penalties, liabilities or losses of any kind or nature whatsoever, for death, bodily injury or personal injury to any person, including CONSULTANT'S employees and agents or damage or destruction to any property of either party hereto or third persons in any manner arising by reason of or incident in the performance of this Contract occasioned by any error, omission or negligent act on the part of CONSULTANT or CONSULTANT's officers, agents, employees or subcontractors of any tier.

X.  
Independent Contractor

CONSULTANT's status shall be that of an Independent Contractor and not an agent, servant, employee or representative of CITY in the performance of this Contract. No term or provision of or act of CONSULTANT or CITY under this Contract shall be construed as changing that status. CONSULTANT will have exclusive control of and the exclusive right to control the details of the work performed hereunder, and shall be liable for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants and the doctrine of respondent superior shall not apply between CITY and CONSULTANT, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between CITY and CONSULTANT.

**XI.**  
**Default**

CITY reserves the right to terminate this Contract immediately upon breach of any term or provision of this Contract by CONSULTANT; or, if at any time during the term of this Contract, CONSULTANT shall fail to commence the work in accordance with the provision of this Contract or fail to diligently provide SERVICES in an efficient, timely and careful manner and in strict accordance with the provisions of this Contract or fail to use an adequate number or quality of personnel to complete the work or fail to perform any of its obligations under this Contract, then CITY shall have the right, if CONSULTANT shall not cure any such default after thirty (30) days written notice thereof, to terminate this Contract and complete the work in any manner it deems desirable, including engaging the SERVICES of other parties therefore. Any such act by CITY shall not be deemed a waiver of any other right or remedy of CITY. If after exercising any such remedy due to CONSULTANT's nonperformance under this Contract, the cost to CITY of the performance of the balance of the work is in excess of that part of the Contract sum which has not theretofore been paid to CONSULTANT hereunder, CONSULTANT shall be liable for and shall reimburse CITY for such excess, but in no event shall such excess exceed ten percent (10%) of the original Contract amount as set out in the Contract.

**XII.**  
**Changes**

CITY may, from time to time, require changes in the scope of the SERVICES to be performed under this Contract. Such changes as are mutually agreed upon by and between CITY and CONSULTANT shall be incorporated by written modification to this Contract.

**XIII.**  
**Conflict of Interest**

CONSULTANT covenants and agrees that CONSULTANT and its associates and employees will have no interest, and will acquire no interest, either direct or indirect, which will conflict in any manner with the performance of the SERVICES called for under this Contract. All activities, investigations and other efforts made by CONSULTANT pursuant to this Contract will be conducted by employees, associates or subcontractors of CONSULTANT.

**XIV.**  
**Mailing Address**

All notices and communications under this Contract to be mailed or delivered to CITY shall be sent to the address of CITY's agent as follows, unless and until CONSULTANT is otherwise notified:

---

City of Arlington Police  
620 West Division St.  
Arlington, Texas 76011  
Attention: Chief Will Johnson

Notices and communications to be delivered to CONSULTANT shall be sent to the address of CONSULTANT as follows, unless and until CITY is otherwise notified:

Del Carmen Consulting, LLC.  
3051 Trevino  
Grand Prairie, TX 75054  
Attention: Dr. Alex del Carmen

Any notices and communications required to be given in writing by one party to the other shall be considered as having been given to the addresses on the date the notice or communication is posted by the sending party.

#### **XV.**

#### **Successors and Assigns**

CITY and CONSULTANT each binds himself and his successors, executors, administrator and assigns to the other party of this Contract and to the successor, executors, administrators and assigns of such other party in respect to all covenants of this Contract. Neither CITY nor CONSULTANT shall assign or transfer its interest herein without the prior written consent of the other

#### **XVI.**

#### **Applicable Law**

This Contract is entered into subject to the Charter and ordinances of CITY as they may be amended from time to time, and is subject to and is to be construed, governed and enforced under all applicable State of Texas and Federal laws. CONSULTANT will make any and all reports required per "Federal, State or local law including, but not limited to, proper reporting to the Internal Revenue Service, as required in accordance with CONSULTANT'S income. Situs of this Contract is agreed to be Tarrant County, Texas, for all purposes including performance and execution.

#### **XVIII.**

#### **Severability**

If any of the terms, sections, provisions, covenants, conditions or any other part of this Contract are held for any reason to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants, conditions or any other part of this Contract shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

#### **XIX.**

#### **Remedies**

No right or remedy granted herein or reserved to the parties is exclusive of any other right or remedy herein by law or equity provided or permitted; but each shall be cumulative of every other right or remedy given hereunder. No covenant or condition of this Contract may be waived without consent of the parties. Forbearance or indulgence by either party shall not constitute a waiver of any covenant or condition to be performed pursuant to this Contract.

**XX.**  
**Entire Agreement**

This Contract embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporaneous agreements between the parties relating to matters herein, and except as otherwise provided herein cannot be modified without written agreement of the parties.

**XXI.**  
**Non-Waiver**

It is further agreed that one (1) or more instances of forbearance by CITY in the exercise of its rights herein shall in no way constitute a waiver thereof.

**XXII.**  
**Headings**

The headings of this Contract are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

**XXIII.**  
**Venue**

The parties to this Contract agree and covenant that this Contract will be enforceable in Arlington, Texas; and that if legal action is necessary to enforce this Contract, exclusive venue will lie in Tarrant County, Texas.

**XIX.**

**Equal Employment Opportunity**

CONSULTANT shall not discriminate against any employee or applicant for employment because of race, age, color, religion, sex, ancestry, national origin, place of birth or disability. CONSULTANT shall take affirmative action to ensure that applicants are employed and that employees are treated during their employment, without regard to their race, age, color, religion, sex, ancestry, national origin, place of birth or disability. This action shall include but not be limited to the following: employment; upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection of training, including apprenticeship.

**XX.**

**Procurement of Goods and Services from Arlington Businesses and/or Historically Underutilized Businesses**

In performing this Agreement, CONSULTANT agrees to use diligent efforts to purchase all goods and services from Arlington businesses whenever such goods and services are comparable in availability, quality and price.

As a matter of policy with respect to CITY projects and procurements, CITY also encourages the use, if applicable, of qualified contractors, subcontractors and suppliers where at least fifty-one percent (51%) of the ownership of such contractor, subcontractor or supplier is vested in racial or ethnic minorities or women. In the selection of subcontractors, suppliers or other persons in organizations proposed for work on this Agreement, CONSULTANT agrees to consider this policy and to use its reasonable and best efforts to select and employ such company and persons for work on this Agreement

IN WITNESS WHEREOF, the parties have hereunto set their hands by their representatives duly authorized on the day and year first written above.

Del Carmen Consulting, LLC  
BY: \_

\_\_\_\_\_  
Printed/Typed Name

\_\_\_\_\_  
Printed/Typed Title

Tax Identification No.  
45-0514621

CITY OF ARLINGTON, TEXAS

BY \_\_\_\_\_  
Will Johnson  
Police Chief

APPROVED AS TO FORM:  
Teris Solis, City Attorney

BY \_\_\_\_\_

ATTEST:  
Mary Supino, City Secretary

BY \_\_\_\_\_

THE STATE OF TEXAS    §  
  §  
COUNTY OF TARRANT   §

**CONSULTANT'S**  
**Acknowledgment**

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Illinois, on this day personally appeared \_\_\_\_\_, known to me (or proved to me on the oath of \_\_\_\_\_ or through \_\_\_\_\_ (*description of identity card or other document*)) to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for and as the act and deed of \_\_\_\_\_ and as Principal thereof, and for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Notary Public In and For  
The State of Illinois

\_\_\_\_\_  
My Commission Expires:

\_\_\_\_\_  
Notary's Printed Name

THE STATE OF TEXAS    §  
  §  
COUNTY OF TARRANT   §

**CITY OF ARLINGTON, TEXAS**  
**Acknowledgment**

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared **Will Johnson**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for and as the act and deed of the **CITY OF ARLINGTON, TEXAS**, a municipal corporation of the State of Texas, Tarrant County, Texas, and as the **Police Chief** thereof, and for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Notary Public In and For  
The State of Texas

\_\_\_\_\_  
My Commission Expires:

\_\_\_\_\_  
Notary's Printed Name

## Exhibit "A"

### SCOPE of WORK

The work conducted as specified in this contract is being completed by Del Carmen Consulting. The consultant during the term of this contract will make himself available to handle consulting chores as prescribed and within time allotted by the City. This consultant will be charged with the duty to prioritize the requests as needed to meet requirements of contract. The fees are calculated to cover the cost of meeting such requirements. The Consultant will be primarily responsible for providing any consulting services including training, recommendations for improvement, and, if warranted, written reports which are requested by CITY through the Arlington Police Department as it relates to statistical analysis of police department data, criminology, racial profiling, ethnicity and crime, homeland security, profiling, corrections, CPTED, crime prevention, police officer training, and juvenile delinquency. These consulting services will include, but are not limited to:

- Del Carmen Consulting preparing a racial profiling report which meets the mandatory state reporting requirements placed upon the Arlington Police Department. The report will include an analysis of data and series of recommendations based on the findings and will be completed by March 1, 2017.
- Del Carmen Consulting conducting quarterly audits related to racial profiling data, including analysis of motor vehicle contacts to identify challenges and validity issues and highlight department trends.
- Del Carmen Consulting conducting an analysis of current course curriculum provided on racial profiling and providing an updated curriculum which enhances racial profiling training and incident identification that meets mandated state requirements.
- Del Carmen Consulting providing training to identified department subject matter experts for department wide distribution through two four-hour sessions.
- Del Carmen Consulting supporting other ad hoc projects related to command staff priorities, including training, benchmarking, COMPSTAT review, retail project evaluation and other issues.

# Staff Report



## Police Polygraph Services Contract

City Council Meeting Date: 09-20-16 | Document Being Considered: Resolution

### **RECOMMENDATION**

Approve a resolution authorizing the execution of a professional services contract, in the estimated amount of \$49,500 for police polygraph examination services in FY 2017 with Wood & Associates Polygraph Service.

### **PRIOR BOARD OR COUNCIL ACTION**

Council approved a similar agreement on September 15, 2015 via Resolution 15-218.

### **ANALYSIS**

Polygraph examinations are a useful supplementary tool in criminal investigations and in the evaluation of applicants for police officer and jailer positions. Since 1978, Wood & Associates Polygraph Service has consistently provided quality polygraph examinations on prospective employees and criminal suspects. The firm's principal, Richard Wood, is a former Arlington Police Officer and one of the most respected polygraph examiners in the state. Because of his past association with the Arlington Police Department, Wood maintains a high level of professional rapport with police investigators, which further enhances the service provided by his firm.

Since this is a professional service contract, it is exempt from the bid process. Past experience has proven that it is more cost effective to engage polygraph services via a professional service contract than to pay for the training, salary, benefits, and expenses of a full-time police investigator.

The 2016-17 contract provides the Police Department 25 polygraph appointments per month. The service period consists of a 48-week year, with the examiner having four weeks of vacation. A total of six exams will be subtracted from the monthly total for each week the examiner is on vacation. The contract also provides for Wood's Polygraph Service to present a continuing education program consisting of lectures and literature to better educate police personnel on the correct use of a polygraph examination.

### **FINANCIAL IMPACT**

This is a one year contract for services in FY 2017. The estimated annual fee is \$49,500 and is budgeted in the Police Department's "Professional Services" account 811101-61043.

### **ADDITIONAL INFORMATION**

|   |                      |
|---|----------------------|
| Attached:                               | Resolution; Contract |
| Under separate cover:                   | None                 |
| Available in the City Manager's office: | None                 |

### **STAFF CONTACT(S)**

|  |  |
|--|--|
| Will Johnson   | Os Flores  |
| Police Chief   | Deputy Chief, Community Support  |
| 817-459-5702   | 817-459-5713   |
| <a href="mailto:Will.Johnson@arlingtontx.gov">Will.Johnson@arlingtontx.gov</a> | <a href="mailto:Osbaldo.Flores@arlingtontx.gov">Osbaldo.Flores@arlingtontx.gov</a> |

Resolution No. \_\_\_\_\_

**A resolution authorizing the execution of a Professional Services Contract with Wood & Associates Polygraph Service of Arlington, Texas, relative to polygraph examination services for the Arlington Police Department in the estimated amount of \$49,500**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ARLINGTON, TEXAS:

I.

That the City Manager or his designee is hereby authorized to execute a Professional Services Contract with Wood & Associates Polygraph Service, of Arlington, Texas, in the estimated amount of \$49,500, for professional polygraph examination services for the Arlington Police Department from October 1, 2016 through September 30, 2017. Funds are available in the Police Department Professional Services account 811101-61043.

II.

A substantial copy of said Contract is attached hereto and incorporated herein for all intents and purposes.

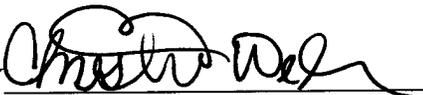
PRESENTED AND PASSED on this the \_\_\_\_\_ day of \_\_\_\_\_, 2016, by a vote of \_\_\_\_\_ ayes and \_\_\_\_\_ nays at a regular meeting of the City Council of the City of Arlington, Texas.

\_\_\_\_\_  
W. JEFF WILLIAMS, Mayor

ATTEST:

\_\_\_\_\_  
MARY W. SUPINO, City Secretary

APPROVED AS TO FORM:  
TERIS SOLIS, City Attorney

BY  \_\_\_\_\_

STATE OF TEXAS §  
COUNTY OF TARRANT §

**PROFESSIONAL SERVICES CONTRACT**

THIS CONTRACT is entered into on this **30th** day of **September, 2016**, by and between the CITY OF ARLINGTON, a municipal corporation located in Tarrant County Texas (hereinafter referred to as "CITY"), acting by and through its City Manager or his designee, and Wood & Associates Polygraph Service, whose address is 2303 B Roosevelt Dr., Arlington, Texas 76016 (hereinafter referred to as "CONSULTANT").

WHEREAS, CITY desires to contract with Wood & Associates Polygraph Service, for professional services relative to providing professional opinions to aid CITY in determining pre-employment evaluations and as a supplementary tool in criminal and administrative investigations, City of Arlington;

WHEREAS, Wood & Associates Polygraph Service, is qualified to provide such services and is willing to undertake such services for CITY in exchange for fees hereinafter specified;

NOW, THEREFORE, IN CONSIDERATION of the covenants and agreements hereinafter contained and subject to the terms and conditions hereinafter stated, the parties hereto do mutually agree as follows:

I.  
**EMPLOYMENT OF CONSULTANT**

CONSULTANT will perform as an independent contractor all services under this Contract to the prevailing professional standards consistent with the level of care and skill ordinarily exercised by members of the profession, both public and private, currently practicing in the same locality under similar conditions, including reasonable, informed judgments and prompt, timely actions. If CONSULTANT is representing that it has special expertise in one or more areas to be utilized in this Contract, then CONSULTANT agrees to perform those special expertise services to the appropriate local, regional or national professional standards.

II.  
**SCOPE OF SERVICES**

The services to be performed by CONSULTANT under this Contract include but are not limited to the services described in Exhibit "A" (hereafter referred to as "Project"), incorporated herein by reference as if written word for word. In case of conflict between the language in Exhibit "A" and this Contract, this Contract shall be binding on both parties.

### III. COMPENSATI ON

For the satisfactory performance of the professional services described in Exhibit "A", the City agrees to compensate CONSULTANT on the basis set forth in Exhibit "B", Fee Estimate, which is attached hereto. It is mutually understood and agreed that compensation for the services will be in an estimated amount of \$49,500 for the specified services.

CONSULTANT shall submit invoices for services rendered of the defined services. CITY shall make payments in the amount shown by CONSULTANT approved invoices and other documentation submitted within thirty (30) days of receiving such invoice. Nothing contained in this Contract shall require CITY to pay for any work that is unsatisfactory as determined by CITY or which is not submitted in compliance with the terms of this Contract. CITY will not be required to make any payments to CONSULTANT when CONSULTANT is in default under this Contract, nor shall this paragraph constitute a waiver of any right, at law or in equity, which CITY may have if CONSULTANT is in default, including the right to bring legal action for damages or for specific performance of this Contract. Waiver of any default under this Contract shall not be deemed a waiver of any subsequent default. CONSULTANT will fully comply with any and all applicable federal, state and local laws relating to income reporting, including but not limited to Internal Revenue Service Reports.

### IV. OWNERSHIP OF DOCUMENTS

All information prepared or assembled by CONSULTANT under this Contract shall become the sole property of CITY and shall be delivered to CITY, without restriction on future use. CONSULTANT may retain in its files copies of all information and all other pertinent information for the work. Copies may be used for promotional purposes. Concepts and ideas embodied in the information may be freely used by CONSULTANT without restriction. CONSULTANT shall have no liability for changes made to the information and other documents by others subsequent to the completion of the Contract.

### V. TE RM

This Contract shall become effective on the date first written above and shall terminate one (1) year from the date of delivery of all the deliverable items unless terminated earlier in accordance with this Contract.

### VI. TERMINAT ION

CITY may terminate this Contract without cause and without any penalty or liability upon written notice to CONSULTANT. Upon receipt of termination notice, CONSULTANT shall stop all work in progress, including subcontracts. All finished or unfinished documents, data, studies, surveys, drawings, maps, reports, photographs, etc. prepared by CONSULTANT

and all subcontractors will, upon final payment to CONSULTANT, be delivered to CITY and shall become the property of CITY. CITY shall pay CONSULTANT for all work performed in accordance with the provisions of this Contract prior to the date of termination. CONSULTANT shall invoice CITY for all work performed within thirty (30) days of termination notice. CITY shall not be responsible for payment of any invoices received after the expiration of thirty (30) days from notice of termination.

## VII. INSURANCE

CONSULTANT shall, at its own expense, purchase, maintain and keep in force during the term of this Contract such insurance as set forth below. CONSULTANT shall not commence work under this Contract until it has obtained all the insurance required under the Contract and such insurance has been approved by CITY; nor shall CONSULTANT allow any subcontractor to commence work on a subcontract until all similar insurance of the subcontractor has been obtained and approved. All insurance policies provided under this Contract shall be written on an “occurrence” basis, except for Professional Liability. The insurance requirements shall remain in effect throughout the term of this contract. The policy limits stated below are a minimum.

1. Workers’ Compensation, as required by law, Employer’s Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease – each employee and \$1,000,000 disease – policy limit.
2. Commercial General Liability Insurance, including Independent Contractor’s Liability, Completed Operations and Contractual Liability, covering but not limited to the indemnification provisions of this contract, fully insuring CONSULTANT’s liability for injury to or death of employees of CITY and third parties, extended to include personal injury liability coverage, and for damage to property of third parties, with a combined bodily injury and property damage minimum limit of \$1,000,000 per occurrence and \$2,000,000 aggregate.
3. Commercial Automobile and Truck Liability Insurance, covering any auto or hired and non-owned vehicles, with a combined bodily injury and property damage limit of \$1,000,000 per occurrence.
4. Professional Liability Insurance, CONSULTANT shall obtain and maintain at all times during the prosecution of the work under this Contract professional liability insurance. Limits of liability shall be \$1,000,000 per claim and \$2,000,000.00 aggregate. Any such policy of insurance and the Declarations Page therefore shall identify if coverage is being provided on an “occurrence” or “claims-made” basis. If this coverage is being provided on a “claims-made” basis, CONSULTANT must maintain this policy for a period of four (4) years after completion of project, or shall purchase the extended reporting period or “tail coverage” insurance providing equivalent coverage for same period of time.

5. Umbrella Liability Insurance of not less than \$2,000,000.00 per occurrence, following form and drop down provisions included.

Other Insurance Provisions

It is agreed by all parties to this Contract that the insurance policies required under this Contract shall be endorsed to provide:

- (a) The CITY as an additional insured on all applicable policies or coverages with the exception of Professional Liability and Workers' Compensation, and that the policy phrase "other insurance" shall not apply to CITY where CITY is an additional insured on the policy.
- (b) Each policy will require that thirty (30) days prior to the expiration in coverage, a notice thereof shall be given to City to:

City of Arlington  
Risk Management - Mail Stop 63-0790  
PO Box 90231  
Arlington, Texas 76004-3231

If the policy is canceled for nonpayment of premium, only ten (10) days advance written notice to City is required. CONSULTANT shall also notify CITY within twenty-four (24) hours after receipt of any notices of expiration, cancellation, nonrenewal or any material change in coverage it receives from its insurer(s).

- (c) Be written through companies duly authorized to transact that class of insurance in the State of Texas. Insurance is to be placed with insurers with an A.M. Best rating of no less than A:VII.
- (d) Waive subrogation rights for loss or damage on all policies or coverages (except professional liability) so that insurers have no right to recovery or subrogation against CITY, it being the intention that the required insurance policies shall protect all parties to the Contract and be primary coverage for all losses covered by the policies.
- (e) Provide one (1) copy of a Certificate of Insurance completed on an Acord form or other State-approved form evidencing the required coverages to:

City of Arlington  
Risk Management - Mail Stop 63-0790  
PO Box 90231  
Arlington, Texas 76004-3231

CITY reserves the right to review the insurance requirements of this section during the effective period of the Contract and to adjust insurance coverages and their limits when deemed necessary by the CITY based upon changes in statutory law, court decisions or the claims history of the industry as well as CONSULTANT. Notwithstanding any provisions to the contrary, any adjustments to the insurance coverages and their limits will be based upon the reasonable commercial availability of those coverages and will only be required after the CITY reimburses CONSULTANT for the additional costs of obtaining said changed coverages or limits.

#### VIII. RIGHT TO INSPECT RECORDS

CONSULTANT agrees that CITY shall have access to and the right to examine any directly pertinent books, documents, papers and records of CONSULTANT involving transactions relating to this Contract. CONSULTANT agrees that CITY shall have access during normal working hours to all necessary CONSULTANT facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provision of this section. CITY shall give CONSULTANT reasonable advance notice of intended audits.

CONSULTANT further agrees to include in subcontract(s), if any, a provision that any subcontractor or consultant agrees that CITY shall have access to and the right to examine any directly pertinent books, documents, papers and records of such consultant or subcontractor involving transaction to the subcontract, and further, that CITY shall have access during normal working hours to all consultant or subcontractor facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this paragraph. CITY shall give CONSULTANT or subcontractor reasonable advance notice of intended audits.

#### IX. CONSULTANT'S LIABILITY

Acceptance of the project by CITY shall not constitute nor be deemed a release of the responsibility and liability of CONSULTANT, its employees, associates, agents or consultants for the accuracy and competency of their designs, working drawings, specifications or other documents and work; nor shall such acceptance be deemed an assumption of responsibility by CITY for any defect in the designs, working drawings, specifications or other documents and work, nor shall such acceptance be deemed an assumption of responsibility or liability by CITY for any defect in the designs, working drawings, specific actions or other documents prepared by CONSULTANT, its employees, subcontractors, agents and consultants.

#### X. INDEMNIFICATION

**CONSULTANT does hereby agree to waive all claims, release, indemnify, defend and hold harmless CITY and all of its officials, officers, agents and employees, in both their public and private capacities, from any and all liability, claims, suits, demands or causes of action which may arise by reason of injury to property or persons occasioned by error, omission, or negligent act of CONSULTANT, its officers, agents, employees, invitees or other persons, arising out of or in connection with this Agreement or any and all activity or use pursuant to this Agreement, or on or**

about the Premises and CONSULTANT will, at its own cost and expense, defend and protect CITY from any and all such claims and demands. Also, CONSULTANT agrees to and shall indemnify, defend and hold harmless CITY and all of its officials, officers, agents and employees, from and against any and all claims, losses, damages, causes of action, suits and liability of every kind, including all expenses of litigation, court costs and attorney fees for injury to or death of any person or for damage to any property arising out of or in connection with this Agreement or any and all activity or use pursuant to this Agreement on or about the Premises. Such indemnity shall apply whether the claims, losses, damages, causes of action, suits or liability arise in whole or in part from the negligence of the CITY, its officers, officials, agents or employees. It is the express intention of the parties hereto that the indemnity provided for in this paragraph is indemnity by CONSULTANT to indemnify and protect CITY from the consequences of CITY's own negligence, whether that negligence is a sole or concurring cause of the injury, death or damage.

#### XI. INDEPENDENT CONTRACTOR

CONSULTANT status shall be that of an Independent Contractor and not an agent, servant, employee or representative of CITY in the performance of this Contract. No term or provision of or act of CONSULTANT or CITY under this Contract shall be construed as changing that status. CONSULTANT will have exclusive control of and the exclusive right to control the details of the work performed hereunder and shall be liable for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants, and the doctrine of respondent superior shall not apply between CITY and CONSULTANT, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between CITY and CONSULTANT.

#### XII. SUCCESSORS AND ASSIGNS

CITY and CONSULTANT each binds itself and its successors, executors, administrators and assigns to the other party of this Contract and to the successors, executors, administrators and assigns of such other party in respect to all covenants of this Contract. Neither CITY nor CONSULTANT shall assign or transfer its interest herein without the prior written consent of the other.

#### XIII. APPLICABLE LAW

This Contract is entered into subject to the Charter and ordinances of CITY, as they may be amended from time to time, and is subject to and is to be construed, governed and enforced under all applicable state and federal laws. CONSULTANT will make any and all reports required per federal, state or local law, including but not limited to proper reporting to the

Internal Revenue Service, as required in accordance with CONSULTANT income. Situs of this Contract is agreed to be Tarrant County, Texas for all purposes including performance and execution.

**XIV. SEVERABILITY**

If any of the terms, provisions, covenants, conditions or any other part of this Contract are held for any reason to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants, conditions or any other part of this Contract shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

**XV. DEFAULT**

If at any time during the term of this Contract, CONSULTANT shall fail to commence the work in accordance with the provisions of this Contract, or fail to diligently provide services in an efficient, timely and careful manner and in strict accordance with the provisions of this Contract, or fail to use an adequate number or quality of personnel to complete the work or fail to perform any of its obligations under this Contract, then CITY shall have the right, if CONSULTANT shall not cure any such default within thirty (30) days written notice thereof, to terminate this Contract and complete the work in any manner it deems desirable, including engaging the services of other parties therefore. Any such act by CITY shall not be deemed a waiver of any other right or remedy of CITY. If, after exercising any such remedy due to CONSULTANT nonperformance under this Contract, the reasonable cost to CITY of the performance of the balance of the work is in excess of that part of the Contract sum which has not theretofore been paid to CONSULTANT hereunder, CONSULTANT shall be liable for and shall reimburse CITY for such excess.

**XVI. REMEDIES**

No right or remedy granted herein or reserved to the parties is exclusive of any other right or remedy herein by law or equity provided or permitted, but each shall be cumulative of every other right or remedy given hereunder. No covenant or condition of this Contract may be waived without consent of the parties. Forbearance or indulgence by either party shall not constitute a waiver of any covenant or condition to be performed pursuant to this Contract.

**XVII. ENTIRE AGREEMENT**

This Contract embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporaneous agreements between the parties relating to matters herein, and except as otherwise provided herein, cannot be modified without written agreement of the parties.

XVIII. NO  
N-WAIVER

It is further agreed that one (1) or more instance of forbearance by CITY or CONSULTANT in the exercise of either of their respective rights herein shall in no way constitute a waiver thereof.

IX. HEADI  
NGS

The headings of this Contract are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

XX. CHA  
NGES

CITY may, from time to time, require changes in the scope of the services to be performed under this Contract. Such changes as are mutually agreed upon by and between CITY and CONSULTANT shall be incorporated by written modification to this Contract.

XXI. CONFLIC  
T OF INTEREST

CONSULTANT covenants and agrees that CONSULTANT and its associates and employees will have no interest and will acquire no interest, either direct or indirect, which will conflict in any manner with the performance of the services called for under this Contract. All activities, investigations and other efforts made by CONSULTANT pursuant to this Contract will be conducted by employees, associates or subcontractors of CONSULTANT.

XXII.  
NO DAMAGES FOR DELAYS

Notwithstanding any other provisions of this Contract, CONSULTANT shall not be entitled to claim or receive any compensation as a result of or arising out of any delay, hindrance, disruption, force majeure, impact or interference, foreseen or unforeseen. CONSULTANT assumes the risk of all suspensions of or delays in performance of this Contract, regardless of length thereof, arising from all causes whatsoever, whether or not relating to the Contract, including wrongful acts or omissions of CITY or its contractors or subcontractors except only to the extent, if any, that compensation or any extension of time may be due as expressly provided for elsewhere in this Contract for such suspension or delays and subject only to such exception. CONSULTANT shall bear the burden of all costs, expenses and liabilities which it may incur in connection with such suspensions or delays, and all such suspensions, delays, costs, expenses and liabilities of any nature whatsoever, whether or not provided for in this Contract, shall conclusively be deemed to have been within the contemplation of the parties.

Whenever in connection with this Contract it is required, expressly or otherwise, that CITY shall perform any act relating to the Contract, including making available any materials or other things, no guarantee is made by CITY as to the time of such performance and the delay of CITY in fulfilling such requirement shall not result in liability of any kind on the part of CITY except only to the extent, if any, that an extension of time or compensation may be due as expressly provided for in this Contract.

XXIII.  
VENUE

The parties to this Contract agree and covenant that this Contract will be enforceable in Arlington, Texas, and that if legal action is necessary to enforce this Contract, exclusive venue will lie in Tarrant County, Texas.

XXIV.  
EQUAL EMPLOYMENT OPPORTUNITY

CONSULTANT shall not discriminate against any employee or applicant for employment because of race, age, color, religion, sex, ancestry, national origin, place of birth or disability. CONSULTANT shall take affirmative action to ensure that applicants are employed and that employees are treated during their employment without regard to their race, age, color, religion, sex, ancestry, national origin, place of birth or disability. This action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection of training, including apprenticeship.

XXV.  
PROCUREMENT OF GOODS AND SERVICES FROM  
ARLINGTON BUSINESSES AND/OR HISTORICALLY UNDERUTILIZED  
BUSINESSES

In performing this contract, CONSULTANT agrees to use diligent efforts to purchase all goods and services from Arlington businesses whenever such goods and services are comparable in availability, quality and price.

As a matter of policy with respect to CITY projects and procurements, CITY also encourages the use, if applicable, of qualified contractors, subcontractors and suppliers where at least fifty-one percent (51%) of the ownership of such contractor, subcontractor or supplier is vested in racial or ethnic minorities or women. In the selection of subcontractors, suppliers or other persons in organizations proposed for work on this Contract, the CONSULTANT agrees to consider this policy and to use its reasonable and best efforts to select and employ such company and persons for work on this Contract.

The CONSULTANT agrees to provide information about its minority status at time of contract execution. City will provide a Data Gathering Form with the award letter. CONSULTANT will also be required to submit cost information towards minority/woman owned businesses. The information submitted is for reporting purposes only and shall include

the CONSULTANT and any other firms performing work as a part of this contract such as surveying services. See attached Prime and Subs Report form. CONSULTANT will be required to submit this form with anticipated dollar amounts (if applicable) upon execution of the contract for this project and to resubmit the same form with actual cost spent prior to final payment of this contract.

XXVI.  
NO THIRD-PARTY BENEFICIARY

For purposes of this Contract, including its intended operation and effect, the Parties (CITY and CONSULTANT) specifically agree that: (1) the Contract only affects matters/disputes between the parties to this Contract and is in no way intended by the Parties to benefit or otherwise affect any third person or entity, notwithstanding the fact that such third person or entities may be in a contractual relationship with CITY or CONSULTANT or both; and (2) the terms of this Contract are not intended to release, either by Contract or operation of law, any third person or entity from obligations owing by them to either CITY or CONSULTANT.

XXVII.  
NOTICES

All notices and communications under this Contract to be mailed or delivered to CITY shall be sent to the address of CITY's agent as follows, unless and until CONSULTANT is otherwise notified:

Lora Logan  
Business Resource Manager, Fiscal Services, Police Department  
City of Arlington  
Mail Stop 04-0230  
Post Office Box  
90231  
Arlington, Texas 76004-3231

All notices and communications under this Contract to be mailed or delivered to CONSULTANT shall be sent to the address of CONSULTANT's agent as follows, unless and until CONSULTANT is otherwise notified:

Wood & Associates Polygraph Service  
Attn: Richard Wood  
2303 B Roosevelt Dr.  
Arlington, Texas 76016

Any notices and communications required to be given in writing by one party to the other shall be considered as having been given to the addressee on the date the notice or communication is posted by the sending party.

IN WITNESS WHEREOF, the parties have hereunto set their hands by their representatives duly authorized on the day and year first written above.

**CONSULTANT:**  
Wood & Associates Polygraph Service.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

**CITY OF ARLINGTON, TEXAS:**

BY: \_\_\_\_\_  
Theron Bowman, PhD.  
Deputy City Manager

APPROVED AS TO FORM:  
Teris Solis, City Attorney

ATTEST:  
Mary Supino, City Secretary

BY: \_\_\_\_\_

\_\_\_\_\_

THE STATE OF TEXAS §

Consultant Acknowledgment

COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared \_\_\_\_\_,  who is known to me or  who was proved to me on the oath of \_\_\_\_\_ (name of person identifying the acknowledging person) or  who was proved to me through \_\_\_\_\_ (description of identity card or other document issued by the federal or state government containing the picture and signature of the acknowledging person) to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Notary Public In and For The State of Texas

\_\_\_\_\_  
Notary's Printed Name

THE STATE OF TEXAS §

City Acknowledgement

COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Theron Bowman, PhD., known to me to be a person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed same for and as the act of the City of Arlington, Texas, a Texas municipal corporation, and as Deputy City Manager thereof, and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Notary Public In and For The State of Texas

\_\_\_\_\_  
Notary's Printed Name

## **Exhibit A**

### **Scope of Project**

WOOD, as an independent contractor, shall:

- A. provide all office space, equipment and materials, and keep all records for tests done for the Arlington Police Department;
- B. report orally or in writing to the appropriate person designated by the CITY the results of the examinations;
- C. be on call for emergency examinations. This procedure would consist of WOOD providing the Arlington Police Department with the home number of the examiners;
- D. provide a total of twenty-five (25) appointment times per month for use by Arlington Police Department. This would be submitted by the 15th day of the preceding month. This service would consist of a (2) forty-eight (48) week year, with the examiner having four (4) weeks vacation. A total of six (6) exams would be subtracted from the monthly total for each week the examiner is on vacation;
- E. in case of an emergency examination outside the normal twenty-five (25), provide that one (1) examination would be deleted from the upcoming month, and no charge would be levied for emergency examination. Examinations after twenty-nine (29) per month will be billed at ONE HUNDRED SIXTY-FIVE AND NO/100 DOLLARS (\$165.00);
- F. provide that this service would in no way limit WOOD from doing examinations for other interests or businesses in the City on any matter other than in which WOOD has been retained by CITY or the Tarrant County District Attorney;
- G. present a continuing education program consisting of lectures and literature to better educate Police personnel with correct use of a polygraph examination;
- H. use such forms and procedures as may be from time to time lawfully required by CITY; and
- I. perform in accordance with the provisions of Chapter 1703, *Polygraph Examiners* of the Texas Occupation Code, and the Regulations of the Texas Polygraph Examiners Board, PostOfficeBox4087,Austin,Texas78773,(512)424-2058.

**Exhibit B**  
**Fee Estimate**

For services to be rendered under this Agreement, WOOD shall be entitled to a fee of FOUR THOUSAND ONE HUNDRED AND TWENTY-FIVE AND NO/100 DOLLARS (\$4,125.00) per month for the term of this Agreement, payable when invoiced.

In cases of court appearances, WOOD will be compensated for time spent in court at the rate of ONE HUNDRED DOLLARS AND NO/100 DOLLARS (\$100.00) per hour. Court appearances will be attempted to be minimized by having City detectives record the confessions.

# Staff Report



|  |                                       |
|--|---------------------------------------|
| <b>TxDOT Comprehensive STEP Grant FY2017</b> |                                       |
| City Council Meeting Date: 09-20-16          | Document Being Considered: Resolution |

## **RECOMMENDATION**

Approve a resolution authorizing the acceptance, if awarded, of grant funds from the Texas Department (TxDOT) for additional traffic enforcement.

## **PRIOR BOARD OR COUNCIL ACTION**

Council approved a similar grant on November 10, 2015 via Resolution No. 15-275.

## **ANALYSIS**

In 2015, the city of Arlington reported 12,287 crashes. According to the Texas Department of Transportation's Crash Report system, nearly one out of every four of these crashes resulted in an injury. Fatality crashes claimed the lives of 18 victims. Drugs and/or alcohol were a contributing factor to 408 crashes, while officers made 1,064 arrests for driving while intoxicated.

## **FINANCIAL IMPACT**

In fiscal year 2017, the Police Department is eligible to receive approximately \$277,238 in TxDOT grant funding for speed, safety belt, and DWI enforcement. This grant will provide reimbursement for salary costs for approximately 4,380 hours of additional enforcement using existing personnel on an overtime basis, mileage for vehicles, supplies, traffic safety education materials, and grant administration. The City's local match for salaries, fringe benefits, travel, mileage, etc. will not exceed \$69,310 and is available in accounts 270102-50000 through 270102-55008. The total grant amount (\$277,238 in grant funds and a 20% cash match of \$69,310) is \$346,548.

## **ADDITIONAL INFORMATION**

|   |            |
|---|------------|
| Attached:                                 | Resolution |
| Under separate cover:                     | None       |
| Available in the City Secretary's Office: | None       |

## **STAFF CONTACT(S)**

|  |   |
|--|---|
| Will Johnson<br>Police Chief<br>817-459-5702<br><a href="mailto:Will.Johnson@arlingtontx.gov">Will.Johnson@arlingtontx.gov</a> | David McGinty<br>Deputy Chief, Operations Support<br>817-459-5583<br><a href="mailto:David.McGinty@arlingtontx.gov">David.McGinty@arlingtontx.gov</a> |
|--|---|

Resolution No. \_\_\_\_\_

**A resolution authorizing the acceptance of a grant, if awarded, from the Texas Department of Transportation, in the approximate amount of \$277,238, to provide speed, safety belt and DWI enforcement and authorizing the execution of documents relative to the acceptance of such grant**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ARLINGTON, TEXAS:

I.

That the City Manager or his designee is hereby authorized to accept, if awarded, grant funds from the Texas Department of Transportation in the approximate amount of \$277,238 to provide speed, safety belt and DWI enforcement. The City's local match for salaries, fringe benefits, travel, mileage and other expenses will not exceed \$69,310 and is available in accounts 270102-50000 through 270102-55008.

II.

Further, the City Manager or his designee is hereby authorized to administer all matters relating to such grant and to execute all necessary documents relative to the acceptance of such grant.

PRESENTED AND PASSED on this the \_\_\_\_ day of \_\_\_\_\_, 2016, by a vote of \_\_\_\_ ayes and \_\_\_\_ nays at a regular meeting of the City Council of the City of Arlington, Texas.

\_\_\_\_\_  
W. JEFF WILLIAMS, Mayor

ATTEST:

\_\_\_\_\_  
MARY W. SUPINO, City Secretary

APPROVED AS TO FORM:  
TERIS SOLIS, City Attorney

BY  \_\_\_\_\_

# Texas Traffic Safety eGrants

## Fiscal Year 2017

**Organization Name:** City of Arlington - Police Department

**Legal Name:** City of Arlington

**Payee Identification Number:** 17560004503000

**Project Title:** STEP Comprehensive

**ID:** 2017-Arlingto-S-1YG-0036

**Period:** 10/01/2016 to 09/30/2017

**Texas Department Of Transportation - Traffic Safety  
 Electronic Signature Authorization Form**

This form identifies the person(s) who have the authority to sign grant agreements and amendments for the Grant ID listed at the bottom of the page.

**Name Of Organization:** City of Arlington

**Project Title:** STEP Comprehensive

|   |  |
|---|--|
| <b>Authorizing Authority</b>  |  |
| The signatory of the Subgrantee hereby represents and warrants that she/he is an officer of the organization for which she/he has executed this agreement and that she/he has full and complete authority to enter into the agreement on behalf of the organization. I authorize the person(s) listed under the section "Authorized to Electronically Sign Grant Agreements and Amendments" to enter into an agreement on behalf of the organization. |  |
| <b>Name:</b>  |  |
| <b>Title:</b>   |  |
| <b>Signature:</b>   |  |
| <b>Date:</b>  |  |
| Under the authority of Ordinance or Resolution Number (if applicable)   |  |

|  |   |              |
|--|---|--------------|
| <b>Authorized to Electronically Sign Grant Agreements and Amendments</b>   |   |              |
| List Subgrantee Administrators who have complete authority to enter into an agreement on behalf of the organization. |   |              |
|  | <b>Print Name of Subgrantee Administrator in TxDOT Traffic Safety eGrants</b> | <b>Title</b> |
| 1.   |   |              |
| 2.   |   |              |
| 3.   |   |              |

# Texas Traffic Safety eGrants

## Fiscal Year 2017

**Organization Name:** City of Arlington - Police Department

**Legal Name:** City of Arlington

**Payee Identification Number:** 17560004503000

**Project Title:** STEP Comprehensive

**ID:** 2017-Arlingto-S-1YG-0036

**Period:** 10/01/2016 to 09/30/2017

**FOR REVIEW ONLY - NOT A LEGAL DOCUMENT**

**TEXAS TRAFFIC SAFETY PROGRAM GRANT AGREEMENT**

THE STATE OF TEXAS  
THE COUNTY OF TRAVIS

THIS AGREEMENT IS MADE BY and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the Department and the, **City of Arlington** hereinafter called the Subgrantee, and becomes effective then fully executed by both parties. For the purpose of this agreement, the Subgrantee is designated as a(n) **Local Government/Transit District**.

AUTHORITY: Texas Transportation Code, Chapter 723, the Traffic Safety Act of 1967, and the Highway Safety Performance Plan for the Fiscal Year 2017.

Name of the Federal Agency: **National Highway Traffic Safety Administration**

CFDA Number: **20.600**  
CFDA Title: **State and Community Highway Safety Grant Program**  
Funding Source: Section **402**  
DUNS: **068378231**  
FAIN: **18X9204020TX17**

Project Title: **STEP Comprehensive**  
Description:  
This project is **Not Research and Development**

Grant Period: This Grant becomes effective on **10/01/2016** or on the date of final signature of both parties, whichever is later, and ends on **09/30/2017** unless terminated or otherwise modified.

Total Awarded: **\$346,548.44**  
Amount Eligible for Reimbursement by the Department: **\$277,238.74**  
Match Amount provided by the Subgrantee: **\$69,309.70**

**FOR REVIEW ONLY - NOT A LEGAL DOCUMENT**

**TEXAS TRAFFIC SAFETY PROGRAM GRANT AGREEMENT**

The signatory of the Subgrantee hereby represents and warrants that she/he is an officer of the organization for which she/he has executed this agreement and that she/he has full and complete authority to enter into this agreement on behalf of the organization.

**Subgrantee Signature**

By checking this box, I agree to use electronic signatures. Furthermore, I confirm that I have signature authority to execute this document and it is an electronic representation of my signature for all purposes when I use it on documents, including legally binding contracts—just the same as a pen-and-paper signature.

Name:

Title:

Date:

**TxDOT Signature**

By checking this box, I agree to use electronic signatures. Furthermore, I confirm that I have signature authority to execute this document and it is an electronic representation of my signature for all purposes when I use it on documents, including legally binding contracts—just the same as a pen-and-paper signature.

Name:

Title:

Date:

**FOR REVIEW ONLY - NOT A LEGAL DOCUMENT**

**GRANT AGREEMENT GENERAL TERMS AND CONDITIONS**

Definitions: For purposes of these Terms and Conditions, the "Department" is also known as the "State" and the "prospective primary participant" and the "Subgrantee" is also known as the "Subrecipient" and "prospective lower tier participant"

**ARTICLE 1. COMPLIANCE WITH LAWS**

The Subgrantee shall comply with all federal, state, and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this agreement, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, nondiscrimination laws and regulations, and licensing laws and regulations. When required, the Subgrantee shall furnish the Department with satisfactory proof of compliance.

**ARTICLE 2. STANDARD ASSURANCES**

The Subgrantee assures and certifies that it will comply with the regulations, policies, guidelines, and requirements, including 2 CFR, Part 200; and the Department's Traffic Safety Program Manual, as they relate to the application, acceptance, and use of federal or state funds for this project. Also, the Subgrantee assures and certifies that:

- A. It possesses legal authority to apply for the grant; and that a resolution, motion, or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained in the application, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide any additional information that may be required.
- B. It and its subcontractors will comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-352), as amended, and in accordance with that Act, no person shall discriminate, on the grounds of race, color, sex, national origin, age, religion, or disability.
- C. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970, as amended; 42 USC (United States Code) §§4601 et seq.; and United States Department of Transportation (USDOT) regulations, "Uniform Relocation and Real Property Acquisition for Federal and Federally Assisted Programs," 49 CFR, Part 24, which provide for fair and equitable treatment of persons displaced as a result of federal and federally assisted programs.
- D. It will comply with political activity (Hatch Act) (applies to subrecipients as well as States). The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- E. It will comply with the federal Fair Labor Standards Act's minimum wage and overtime requirements for employees performing project work.

- F. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
- G. It will give the Department the access to and the right to examine all records, books, papers, or documents related to this Grant Agreement.
- H. It will comply with all requirements imposed by the Department concerning special requirements of law, program requirements, and other administrative requirements.
- I. It recognizes that many federal and state laws imposing environmental and resource conservation requirements may apply to this Grant Agreement. Some, but not all, of the major federal laws that may affect the project include: the National Environmental Policy Act of 1969, as amended, 42 USC §§4321 et seq.; the Clean Air Act, as amended, 42 USC §§7401 et seq. and sections of 29 USC; the Federal Water Pollution Control Act, as amended, 33 USC §§1251 et seq.; the Resource Conservation and Recovery Act, as amended, 42 USC §§6901 et seq.; and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 USC §§9601 et seq. The Subgrantee also recognizes that the U.S. Environmental Protection Agency, USDOT, and other federal agencies have issued, and in the future are expected to issue, regulations, guidelines, standards, orders, directives, or other requirements that may affect this Project. Thus, it agrees to comply, and assures the compliance of each contractor and each subcontractor, with any federal requirements that the federal government may now or in the future promulgate.
- J. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, 42 USC §4012a(a). Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where that insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any form of direct or indirect federal assistance.
- K. It will assist the Department in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470 et seq.), Executive Order 11593, and the Antiquities Code of Texas (National Resources Code, Chapter 191).
- L. It will comply with Chapter 573 of the Texas Government Code by ensuring that no officer, employee, or member of the Subgrantee's governing board or the Subgrantee's subcontractors shall vote or confirm the employment of any person related within the second degree of affinity or third degree by consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise that person. This prohibition shall not apply to the employment of a person described in Section 573.062 of the Texas Government Code.
- M. It will ensure that all information collected, assembled, or maintained by the applicant relative to this project shall be available to the public during normal business hours in compliance with Chapter 552 of the Texas Government Code, unless otherwise expressly provided by law.

- N. If applicable, it will comply with Chapter 551 of the Texas Government Code, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.

### **ARTICLE 3. COMPENSATION**

- A. The method of payment for this agreement will be based on actual costs incurred up to and not to exceed the limits specified in the Project Budget. The amount included in a Project Budget category will be deemed to be an estimate only and a higher amount can be reimbursed, subject to the conditions specified in paragraph B of this Article. If the Project Budget specifies that costs are based on a specific rate, per-unit cost, or other method of payment, reimbursement will be based on the specified method.
- B. All payments will be made in accordance with the Project Budget.
1. The Subgrantee's expenditures may overrun a budget category (I, II, or III) in the approved Project Budget without a grant (budget) amendment, as long as the overrun does not exceed a total of five (5) percent of the maximum amount eligible for reimbursement (TxDOT) in the attached Project Budget for the current fiscal year. This overrun must be off-set by an equivalent underrun elsewhere in the Project Budget.
  2. If the overrun is five (5) percent or less, the Subgrantee must provide written notification to the Department, through the TxDOT Electronic Grants Management System (eGrants), prior to the Request for Reimbursement being approved. The notification must indicate the amount, the percent over, and the specific reason(s) for the overrun.
  3. Any overrun of more than five (5) percent of the amount eligible for reimbursement (TxDOT) in the attached Project Budget requires an amendment of this Grant Agreement.
  4. The maximum amount eligible for reimbursement shall not be increased above the Grand Total TxDOT Amount in the approved Project Budget, unless this Grant Agreement is amended, as described in Article 5 of this agreement.
  5. For Selective Traffic Enforcement Program (STEP) grants only: In the Project Budget, Subgrantees are not allowed to use underrun funds from the TxDOT amount of (100) Salaries, Subcategories A, "Enforcement," or B, "PI&E Activities," to exceed the TxDOT amount listed in Subcategory C, "Other." Also, Subgrantees are not allowed to use underrun funds from the TxDOT amount of (100) Salaries, Subcategories A, "Enforcement," or C, "Other," to exceed the TxDOT amount listed in Subcategory B, "PI&E Activities." The TxDOT amount for Subcategory B, "PI&E Activities," or C, "Other," can only be exceeded within the five (5) percent flexibility, with underrun funds from Budget Categories II or III.
- C. To be eligible for reimbursement under this agreement, a cost must be incurred in accordance with the Project Budget, within the time frame specified in the Grant Period of this Grant Agreement, attributable to work covered by this agreement, and which has been completed in a manner satisfactory and acceptable to the Department.
- D. Federal or TxDOT funds cannot supplant (replace) funds from any other sources. The term "supplanting," refers to the use of federal or TxDOT funds to support personnel or an activity already supported by local or state funds.

- E. Payment of costs incurred under this agreement is further governed by the cost principles outlined in 2 CFR Part 200.
- F. The Subgrantee agrees to submit monthly Requests for Reimbursement, as designated in this Grant Agreement, within thirty (30) days after the end of the billing period. The Request for Reimbursement and appropriate supporting documentation must be submitted through eGrants.
- G. The Subgrantee agrees to submit the final Request for Reimbursement under this agreement within forty-five (45) days of the end of the grant period.
- H. Payments are contingent upon the availability of appropriated funds.
- I. Project agreements supported with federal or TxDOT funds are limited to the length of this Grant Period specified in this Grant Agreement. If the Department determines that the project has demonstrated merit or has potential long-range benefits, the Subgrantee may apply for funding assistance beyond the initial agreement period.

Preference for funding will be given to projects based on (1) proposed cost sharing and (2) demonstrated performance history.

#### **ARTICLE 4. LIMITATION OF LIABILITY**

Payment of costs incurred under this agreement is contingent upon the availability of funds. If at any time during this Grant Period, the Department determines that there is insufficient funding to continue the project, the Department shall notify the Subgrantee, giving notice of intent to terminate this agreement, as specified in Article 11 of this agreement. If at the end of a federal fiscal year, the Department determines that there is sufficient funding and performance to continue the project, the Department may notify the Subgrantee to continue this agreement.

#### **ARTICLE 5. AMENDMENTS**

This agreement may be amended prior to its expiration by mutual written consent of both parties, utilizing the Grant Agreement Amendment in eGrants. Any amendment must be executed by the parties within the Grant Period, as specified in this Grant Agreement.

#### **ARTICLE 6. ADDITIONAL WORK AND CHANGES IN WORK**

- A. If the Subgrantee is of the opinion that any assigned work is beyond the scope of this agreement and constitutes additional work, the Subgrantee shall promptly notify the Department in writing through eGrants. If the Department finds that such work does constitute additional work, the Department shall advise the Subgrantee and a written amendment to this agreement will be executed according to Article 5, Amendments, to provide compensation for doing this work on the same basis as the original work. If performance of the additional work will cause the maximum amount payable to be exceeded, the work will not be performed before a written grant amendment is executed.
- B. If the Subgrantee has submitted work in accordance with the terms of this agreement but the Department requests changes to the completed work or parts of the work which involve changes to the original scope of services or character of work under this agreement, the

Subgrantee shall make those revisions as requested and directed by the Department. This will be considered as additional work and will be paid for as specified in this Article.

- C. If the Subgrantee submits work that does not comply with the terms of this agreement, the Department shall instruct the Subgrantee to make any revisions that are necessary to bring the work into compliance with this agreement. No additional compensation shall be paid for this work.
- D. The Subgrantee shall make revisions to the work authorized in this agreement that are necessary to correct errors or omissions, when required to do so by the Department. No additional compensation shall be paid for this work.
- E. The Department shall not be responsible for actions by the Subgrantee or any costs incurred by the Subgrantee relating to additional work not directly associated with or prior to the execution of an amendment.

#### **ARTICLE 7. REPORTING AND MONITORING**

- A. Not later than thirty (30) days after the end of each reporting period, the Subgrantee shall submit a performance report through eGrants. Reporting periods vary by project duration and are defined as follows:
  - 1. For short term projects, the reporting period is the duration of the project. Subgrantee shall submit a performance report within 30 days of project completion.
  - 2. For longer projects, the reporting period is monthly. Subgrantee shall submit a performance report within 30 days of the completion of each project month and within 30 days of project completion.
  - 3. For Selective Traffic Enforcement Program (STEP) Wave projects, the reporting period is each billing cycle. Subgrantee shall submit a performance report within 30 days of the completion of each billing cycle.
- B. The performance report will include, as a minimum: (1) a comparison of actual accomplishments to the objectives established for the period, (2) reasons why established objectives and performance measures were not met, if appropriate, and (3) other pertinent information, including, when appropriate, an analysis and explanation of cost underruns, overruns, or high unit costs.
- C. The Subgrantee shall promptly advise the Department in writing, through eGrants, of events that will have a significant impact upon this agreement, including:
  - 1. Problems, delays, or adverse conditions, including a change of project director or other changes in Subgrantee personnel, that will materially affect the ability to attain objectives and performance measures, prevent the meeting of time schedules and objectives, or preclude the attainment of project objectives or performance measures by the established time periods. This disclosure shall be accompanied by a statement of the action taken or contemplated and any Department or federal assistance needed to resolve the situation.
  - 2. Favorable developments or events that enable meeting time schedules and objectives sooner than anticipated or achieving greater performance measure output than

originally projected.

- D. The Subgrantee shall submit the Final Performance Report through eGrants within thirty (30) days after completion of the grant.

#### **ARTICLE 8. RECORDS**

The Subgrantee agrees to maintain all reports, documents, papers, accounting records, books, and other evidence pertaining to costs incurred and work performed under this agreement (called the "Records"), and shall make the Records available at its office for the time period authorized within the Grant Period, as specified in this Grant Agreement. The Subgrantee further agrees to retain the Records for four (4) years from the date of final payment under this agreement, until completion of all audits, or until pending litigation has been completely and fully resolved, whichever occurs last.

Duly authorized representatives of the Department, the USDOT, the Office of the Inspector General, Texas State Auditor, and the Comptroller General shall have access to the Records. This right of access is not limited to the four (4) year period but shall last as long as the Records are retained.

#### **ARTICLE 9. INDEMNIFICATION**

- A. To the extent permitted by law, the Subgrantee, if other than a government entity, shall indemnify, hold, and save harmless the Department and its officers and employees from all claims and liability due to the acts or omissions of the Subgrantee, its agents, or employees. The Subgrantee also agrees, to the extent permitted by law, to indemnify, hold, and save harmless the Department from any and all expenses, including but not limited to attorney fees, all court costs and awards for damages incurred by the Department in litigation or otherwise resisting claims or liabilities as a result of any activities of the Subgrantee, its agents, or employees.
- B. To the extent permitted by law, the Subgrantee, if other than a government entity, agrees to protect, indemnify, and save harmless the Department from and against all claims, demands, and causes of action of every kind and character brought by any employee of the Subgrantee against the Department due to personal injuries to or death of any employee resulting from any alleged negligent act, by either commission or omission on the part of the Subgrantee.
- C. If the Subgrantee is a government entity, both parties to this agreement agree that no party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds, as well as the acts and deeds of its contractors, employees, representatives, and agents.

#### **ARTICLE 10. DISPUTES AND REMEDIES**

This agreement supersedes any prior oral or written agreements. If a conflict arises between this agreement and the Traffic Safety Program Manual, this agreement shall govern. The Subgrantee shall be responsible for the settlement of all contractual and administrative issues arising out of procurement made by the Subgrantee in support of work under this agreement. Disputes concerning performance or payment shall be submitted to the Department for settlement, with the Executive Director or his or her designee acting as final referee.

#### **ARTICLE 11. TERMINATION**

- A. This agreement shall remain in effect until the Subgrantee has satisfactorily completed all services and obligations described in this agreement and these have been accepted by the Department, unless:
1. This agreement is terminated in writing with the mutual consent of both parties; or
  2. There is a written thirty (30) day notice by either party; or
  3. The Department determines that the performance of the project is not in the best interest of the Department and informs the Subgrantee that the project is terminated immediately.
- B. The Department shall compensate the Subgrantee for only those eligible expenses incurred during the Grant Period specified in this Grant Agreement that are directly attributable to the completed portion of the work covered by this agreement, provided that the work has been completed in a manner satisfactory and acceptable to the Department. The Subgrantee shall not incur nor be reimbursed for any new obligations after the effective date of termination.

#### **ARTICLE 12. INSPECTION OF WORK**

- A. The Department and, when federal funds are involved, the USDOT, or any of their authorized representatives, have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this agreement and the premises in which it is being performed.
- B. If any inspection or evaluation is made on the premises of the Subgrantee or its subcontractor, the Subgrantee shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in a manner that will not unduly delay the work.

#### **ARTICLE 13. AUDIT**

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under this agreement or indirectly through a subcontract under this agreement. Acceptance of funds directly under this agreement or indirectly through a subcontract under this agreement acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

#### **ARTICLE 14. SUBCONTRACTS**

A subcontract in excess of \$25,000 may not be executed by the Subgrantee without prior written concurrence by the Department. Subcontracts in excess of \$25,000 shall contain all applicable terms and conditions of this agreement. No subcontract will relieve the Subgrantee of its responsibility under this agreement.

#### **ARTICLE 15. GRATUITIES**

- A. Texas Transportation Commission policy mandates that employees of the Department shall not accept any benefit, gift, or favor from any person doing business with or who, reasonably speaking, may do business with the Department under this agreement. The only exceptions allowed are ordinary business lunches and items that have received the advanced written approval of the Department's Executive Director.
- B. Any person doing business with or who reasonably speaking may do business with the Department under this agreement may not make any offer of benefits, gifts, or favors to Department employees, except as mentioned here above. Failure on the part of the Subgrantee to adhere to this policy may result in termination of this agreement.

#### **ARTICLE 16. NONCOLLUSION**

The Subgrantee warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Subgrantee, to solicit or secure this agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this agreement. If the Subgrantee breaches or violates this warranty, the Department shall have the right to annul this agreement without liability or, in its discretion, to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, brokerage fee, contingent fee, or gift.

#### **ARTICLE 17. CONFLICT OF INTEREST**

The Subgrantee represents that it or its employees have no conflict of interest that would in any way interfere with its or its employees' performance or which in any way conflicts with the interests of the Department. The Subgrantee shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the Department's interests.

#### **ARTICLE 18. SUBGRANTEE'S RESOURCES**

- A. The Subgrantee certifies that it presently has adequate qualified personnel in its employment to perform the work required under this agreement, or will be able to obtain such personnel from sources other than the Department.
- B. All employees of the Subgrantee shall have the knowledge and experience that will enable them to perform the duties assigned to them. Any employee of the Subgrantee who, in the opinion of the Department, is incompetent or whose conduct becomes detrimental to the work, shall immediately be removed from association with the project.
- C. Unless otherwise specified, the Subgrantee shall furnish all equipment, materials, supplies, and other resources required to perform the work.

#### **ARTICLE 19. PROCUREMENT AND PROPERTY MANAGEMENT**

The Subgrantee shall establish and administer a system to procure, control, protect, preserve,

use, maintain, and dispose of any property furnished to it by the Department or purchased pursuant to this agreement in accordance with its own procurement and property management procedures, provided that the procedures are not in conflict with (1) the Department's procurement and property management standards and (2) the federal procurement and property management standards provided by 2 CFR §§ 200.310-.316, 200.318-.324.

## **ARTICLE 20. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY**

Upon completion or termination of this Grant Agreement, whether for cause or at the convenience of the parties, all finished or unfinished documents, data, studies, surveys, reports, maps, drawings, models, photographs, etc. prepared by the Subgrantee, and equipment and supplies purchased with grant funds shall, at the option of the Department, become the property of the Department. All sketches, photographs, calculations, and other data prepared under this agreement shall be made available, upon request, to the Department without restriction or limitation of their further use.

- A. Intellectual property consists of copyrights, patents, and any other form of intellectual property rights covering any databases, software, inventions, training manuals, systems design, or other proprietary information in any form or medium.
- B. All rights to Department. The Department shall own all of the rights (including copyrights, copyright applications, copyright renewals, and copyright extensions), title and interests in and to all data, and other information developed under this contract and versions thereof unless otherwise agreed to in writing that there will be joint ownership.
- C. All rights to Subgrantee. Classes and materials initially developed by the Subgrantee without any type of funding or resource assistance from the Department remain the Subgrantee's intellectual property. For these classes and materials, the Department payment is limited to payment for attendance at classes.

## **ARTICLE 21. SUCCESSORS AND ASSIGNS**

The Department and the Subgrantee each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of the other party in respect to all covenants of this agreement. The Subgrantee shall not assign, sublet, or transfer interest and obligations in this agreement without written consent of the Department through eGrants.

## **ARTICLE 22. CIVIL RIGHTS COMPLIANCE**

- A. Compliance with regulations: The Subgrantee shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation (USDOT): 49 CFR, Part 21; 23 CFR, Part 200; and 41 CFR, Parts 60-74, as they may be amended periodically (called the "Regulations"). The Subgrantee agrees to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented by the U.S. Department of Labor regulations (41 CFR, Part 60).
- B. Nondiscrimination: (applies to subrecipients as well as States) The State highway safety agency and Subgrantee will comply with all Federal statutes and implementing regulations relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil

Rights Act of 1964 (Pub. L. 88-352), which prohibits discrimination on the basis of race, color or national origin (and 49 CFR Part 21); (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and the Americans with Disabilities Act of 1990 (Pub. L. 101-336), as amended (42 U.S.C. 12101, et seq.), which prohibits discrimination on the basis of disabilities (and 49 CFR Part 27); (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Civil Rights Restoration Act of 1987 (Pub. L. 100-259), which requires Federal-aid recipients and all subrecipients to prevent discrimination and ensure nondiscrimination in all of their programs and activities; (f) the Drug Abuse Office and Treatment Act of 1972 (Pub. L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (Pub. L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (h) Sections 523 and 527 of the Public Health Service Act of 1912, as amended (42 U.S.C. 290dd-3 and 290ee-3), relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968, as amended (42 U.S.C. 3601, et seq.), relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (k) the requirements of any other nondiscrimination statute(s) which may apply to the application.

- C. Solicitations for subcontracts, including procurement of materials and equipment: In all solicitations either by competitive bidding or negotiation made by the Subgrantee for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Subgrantee of the Subgrantee's obligations under this agreement and the regulations relative to nondiscrimination on the grounds of race, color, sex, national origin, age, religion, or disability.
- D. Information and reports: The Subgrantee shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department or the USDOT to be pertinent to ascertain compliance with the Regulations or directives. Where any information required of the Subgrantee is in the exclusive possession of another who fails or refuses to furnish this information, the Subgrantee shall certify that to the Department or the USDOT, whichever is appropriate, and shall set forth what efforts the Subgrantee has made to obtain the requested information.
- E. Sanctions for noncompliance: In the event of the Subgrantee's noncompliance with the nondiscrimination provision of this agreement, the Department shall impose such sanctions as it or the USDOT may determine to be appropriate.
- F. Incorporation of provisions: The Subgrantee shall include the provisions of paragraphs A. through E. in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations or directives. The Subgrantee shall take any action with respect to any subcontract or procurement that the Department may direct as a means of enforcing those provisions, including sanctions for noncompliance. However, in the event a Subgrantee becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Subgrantee may request the Department to enter into litigation to protect the interests of the state; and in addition, the

Subgrantee may request the United States to enter into such litigation to protect the interests of the United States.

**ARTICLE 23. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM**

- A. The parties shall comply with the DBE Program requirements established in 49 CFR Part 26.
- B. The Subgrantee shall adopt, in its totality, the Department's federally approved DBE program.
- C. The Subgrantee shall set an appropriate DBE goal consistent with the Department's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Subgrantee shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.
- D. The Subgrantee shall follow all other parts of the Department's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity and attachments found at web address <http://www.txdot.gov/business/partnerships/dbe.html>
- E. The Subgrantee shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Subgrantee shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of USDOT-assisted contracts. The Department's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Subgrantee of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and the Program Fraud Civil Remedies Act of 1986 (31 USC 3801 et seq.).
- F. Each contract the Subgrantee signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.

**ARTICLE 24. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION** (applies to subrecipients as well as States)

Instructions for Primary Certification

- 1. By signing and submitting this proposal, the prospective primary participant is providing the

certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms *covered transaction*, *debarred*, *suspended*, *ineligible*, *lower tier covered transaction*, *participant*, *person*, *primary covered transaction*, *principal*, *proposal*, and *voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and coverage sections of 49 CFR Part 29. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

*Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Covered Transactions*

(1) The prospective primary participant certifies to the best of its knowledge and belief, that its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this

transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms *covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded*, as used in this clause, have the meanings set out in the Definition and Coverage sections of 49 CFR Part 29. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. (See below)

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

*Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions:*

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**ARTICLE 25. CERTIFICATION REGARDING FEDERAL LOBBYING** (applies to subrecipients as well as States)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

In executing this agreement, each signatory certifies to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**ARTICLE 26. CHILD SUPPORT CERTIFICATION**

Under Section 231.006, Texas Family Code, the Subgrantee certifies that the individual or business entity named in this agreement is not ineligible to receive the specified grant, loan, or payment and acknowledges that this agreement may be terminated and payment may be

withheld if this certification is inaccurate. If the above certification is shown to be false, the Subgrantee is liable to the state for attorney's fees and any other damages provided by law or the agreement. A child support obligor or business entity ineligible to receive payments because of a payment delinquency of more than thirty (30) days remains ineligible until: all arrearages have been paid; the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency; or the court of continuing jurisdiction over the child support order has granted the obligor an exemption from Subsection (a) of Section 231.006, Texas Family Code, as part of a court-supervised effort to improve earnings and child support payments.

#### **ARTICLE 27. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT REQUIREMENTS**

- A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms:  
<http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf> and  
<http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>.
- B. The Subgrantee agrees that it shall:
1. Obtain and provide to the State a System for Award Management (SAM) number (48 CFR subpt. 4.11) if this award provides for more than \$25,000 in Federal funding. The SAM number may be obtained by visiting the SAM web-site at: <https://www.sam.gov>
  2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the Federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and
  3. Report the total compensation and names of its top five (5) executives to the State if:
    - i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
    - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

#### **ARTICLE 28. SINGLE AUDIT REPORT**

- A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR Part 200.
- B. If threshold expenditures of \$750,000 or more are met during the Subgrantee's fiscal year, the Subgrantee must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Audit Office at [singleaudits@txdot.gov](mailto:singleaudits@txdot.gov)
- C. If expenditures are less than \$750,000 during the Subgrantee's fiscal year, the Subgrantee must submit a statement to TxDOT's Audit Office as follows: "We did not meet the

\$750,000 expenditure threshold and therefore, are not required to have a single audit performed for FY\_\_\_\_."

- D. For each year the project remains open for federal funding expenditures, the Subgrantee will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

**ARTICLE 29. BUY AMERICA ACT** (applies to subrecipients as well as States)

The State and Subgrantee will comply with the provisions of the Buy America Act (49 U.S.C. 5323(j)), which contains the following requirements:

Only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

**ARTICLE 30. RESTRICTION ON STATE LOBBYING** (applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

**ARTICLE 31. NONGOVERNMENTAL ENTITY'S PUBLIC INFORMATION**

*[This article applies only to non-profit entities.]*

The Subgrantee is required to make any information created or exchanged with the Department pursuant to this Grant Agreement and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the Department. [SB-1368, 83rd Texas Legislature, Regular Session, Effective 9/1/13]

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**RESPONSIBILITIES OF THE SUBGRANTEE**

- A. Carry out all performance measures established in the grant, including fulfilling the law enforcement objectives by implementing the Operational Plan contained in this Grant Agreement.
- B. Submit all required reports to the Department (TxDOT) fully completed with the most current information, and within the required times, as defined in Article 3 and Article 7 of the General Terms and Conditions of this Grant Agreement. This includes reporting to the Department on progress, achievements, and problems in monthly Performance Reports and attaching necessary source documentation to support all costs claimed in Requests for Reimbursement (RFR).
- C. Attend grant related training as requested by the Department.
- D. Attend meetings according to the following:
  - 1. The Department will arrange for meetings with the Subgrantee to present status of activities and to discuss problems and the schedule for the following quarter's work.
  - 2. The project director or other appropriate qualified persons will be available to represent the Subgrantee at meetings requested by the Department.
- E. Support grant enforcement efforts with public information and education (PI&E) activities. Salaries being claimed for PI&E activities must be included in the budget.
- F. When applicable, all newly developed PI&E materials must be submitted to the Department for written approval, through the TxDOT Electronic Grants Management System (eGrants) system messaging, prior to final production. Refer to the Traffic Safety Program Manual regarding PI&E procedures.
- G. For out of state travel expenses to be reimbursable, the Subgrantee must have obtained the written approval of the Department, through eGrants system messaging, prior to the beginning of the trip. Grant approval does not satisfy this requirement.
- H. Maintain verification that all expenses, including wages or salaries, for which reimbursement is requested is for work exclusively related to this project.
- I. Ensure that this grant will in no way supplant (replace) funds from other sources. Supplanting refers to the use of federal funds to support personnel or any activity already supported by local or state funds.
- J. Ensure that each officer working on the STEP project will complete an officer's daily report form. The form should include at a minimum: name, date, badge or identification number, type of grant worked, grant site number, mileage (including starting and ending mileage), hours worked, type of citation issued or arrest made, officer and supervisor signatures.

- K. All STEP agencies must provide the following provision in all daily activity report forms:  
"I understand that this information is being submitted to support a claim against a federally-funded grant program. False statements on this form may be prosecutable under 18 USC 1001. This information on this form is true, correct, and complete to the best of my knowledge and ability."
- L. Ensure that no officer above the rank of Lieutenant (or equivalent title) will be reimbursed for enforcement duty, unless the Subgrantee received specific written authorization from the Department, through eGrants system messaging, prior to incurring costs.
- M. Subgrantee may work additional STEP enforcement hours on holidays or special events not covered under the Operational Plan. However, additional work must be approved in writing by the Department, through eGrants system messaging, prior to enforcement. Additional hours must be reported in the Performance Report for the time period for which the additional hours were worked.
- N. If an officer makes a STEP-related arrest during the shift, but does not complete the arrest before the shift is scheduled to end, the officer can continue working under the grant to complete that arrest.
- O. Subgrantees with a traffic unit will utilize traffic personnel for this grant, unless such personnel are unavailable for assignment.
- P. Prior to conducting speed enforcement, the Subgrantee must select and survey enforcement sites that comply with existing state mandated speed limits in accordance with the Texas Transportation Code, Sections 545.352 through 545.356.
- Q. Officers assigned to speed sites should be trained in the use of radar or laser speed measurement devices.
- R. The Subgrantee should have a safety belt use policy. If the Subgrantee does not have a safety belt use policy in place, a policy should be implemented, and a copy maintained for verification during the grant year.
- S. Officers working DWI enforcement must be trained in the National Highway Traffic Safety Administration/International Association of Chiefs of Police Standardized Field Sobriety Testing (SFST). In the case of a first year subgrantee, the officers must be trained, or scheduled to be SFST trained, by the end of the grant year. For second or subsequent year grants, all officers working DWI enforcement must be SFST trained.
- T. The Subgrantee should have a procedure in place for contacting and using drug recognition experts (DREs) when necessary.
- U. The Subgrantee is encouraged to use the DWI On-line Reporting System available through the Buckle Up Texas Web site at [www.buckleuptexas.com](http://www.buckleuptexas.com).

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**RESPONSIBILITIES OF THE DEPARTMENT**

- A. Monitor the Subgrantee's compliance with the performance obligations and fiscal requirements of this Grant Agreement using appropriate and necessary monitoring and inspections, including but not limited to:
1. review of periodic reports
  2. physical inspection of project records and supporting documentation
  3. telephone conversations
  4. e-mails and letters
  5. quarterly review meetings
  6. eGrants
- B. Provide program management and technical assistance.
- C. Attend appropriate meetings.
- D. Reimburse the Subgrantee for all eligible costs as defined in the project budget. Requests for Reimbursement will be processed up to the maximum amount payable as indicated in the project budget.
- E. Perform an administrative review of the project at the close of the grant period to:
1. Ascertain whether or not the project objectives were met
  2. Review project accomplishments (performance measures completed, targets achieved)
  3. Account for any approved Program Income earned and expended
  4. Identify exemplary performance or best practices

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**PROGRAM ELEMENT SELECTION**

**YEAR LONG**

- |          |       |   |
|----------|-------|---|
| <b>X</b> | DWI   | DWI: Driving While Intoxicated                              |
| <b>X</b> | Speed | Speed: Speed Enforcement                                    |
| <b>X</b> | OP    | OP: Occupant Protection (Safety Belt and Child Safety Seat) |
|          | ITC   | ITC: Intersection Traffic Control                           |
|          | DD    | DD: Distracted Driving                                      |

**WAVE**

- |       |   |
|-------|---|
| DWI   | Jurisdiction wide (DWI enforcement effort must be focused at locations where there is an over-representation of alcohol-related crashes and/or DWI arrests)                               |
| Speed | Jurisdiction wide (Speed enforcement should be focused on areas where there is at least a 50% noncompliance with the posted speed limits and/or a higher number of speed-related crashes) |
| OP    | Jurisdiction wide   |
| DD    | Jurisdiction wide   |

**CMV**

- |               |  |
|---------------|--|
| Speed,OP&H MV | CMV: Commercial Motor Vehicle; H MV: Hazardous Moving Violations |
|---------------|--|

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**GOALS AND STRATEGIES**

**Goal:** To increase effective enforcement and adjudication of traffic safety-related laws to reduce crashes, fatalities, and injuries.

**Strategies:** Increase and sustain high visibility enforcement of traffic safety-related laws.  
Increase public education and information campaigns regarding enforcement activities.

**Goal:** To reduce the number of alcohol impaired and driving under the influence of alcohol and other drug-related crashes, injuries, and fatalities.

**Strategy:** Increase and sustain high visibility enforcement of DWI laws.

**Goal:** To increase occupant restraint use in all passenger vehicles and trucks.

**Strategy:** Increase and sustain high visibility enforcement of occupant protection laws.

**Goal:** To reduce the number of speed-related crashes, injuries, and fatalities.

**Strategy:** Increase and sustain high visibility enforcement of speed-related laws.

**Goal:** To reduce Distracted Driving motor vehicle crashes, injuries, and fatalities.

**Strategies:** Increase and sustain high visibility enforcement of state and local ordinances on cellular and texting devices.  
Increase public information and education on Distracted Driving related traffic issues.

I agree to the above goals and strategies.

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**BASELINE INFORMATION**

**Baseline Year (12 months)**

From 10/1/2014 to 9/30/2015

**Baseline Measure**

**Baseline Number**

Number of Driving While Intoxicated (DWI) arrests

1128

Number of Driving Under Influence (DUI) of Alcohol by Minor Arrests/Citations

28

Number of speed citations

14859

Number of safety belt citations

2343

Number of child safety seat citations

544

Number of Distracted Driving Citations

0

**Baseline Number**

**Month/Year of Survey**

Percentage of speed compliance

29.58 %

09/2015

Percentage of safety belt usage

97.5 %

09/2015

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**LAW ENFORCEMENT OBJECTIVE/PERFORMANCE MEASURE**

| Objective/Performance Measure   | Target Number |
|---|---------------|
| <b>1. Number and type citations/arrests to be issued under STEP</b>               |               |
| a. Increase DWI arrests by  | 32            |
| b. Increase DUI of Alcohol by Minor arrests/citations by                          | 1             |
| c. Increase speed citations by  | 10200         |
| d. Increase Safety Belt citations by  | 600           |
| e. Increase Child Safety Belt citations by  | 100           |
| f. Increase Distracted Driving citations by                                       |               |
| <b>2. Proposed total number of traffic-related crashes</b>                        |               |
| a. Reduce the number of alcohol-related crashes to                                | 400           |
| b. Reduce the number of speed-related crashes to                                  | 900           |
| <b>3. Increase speed compliance</b>   |               |
| a. Increase the Speed compliance rate to  | 30%           |
| <b>4. Increase safety belt usage</b>  |               |
| a. Increase the Safety Belt usage rate among drivers and front seat passengers to | 98%           |
| <b>5. Number of Enforcement Hours</b>   | 3950          |

Note: Nothing in this agreement shall be interpreted as a requirement, formal or informal, that a peace officer issue a specified or predetermined number of citations in pursuance of the Subgrantee's obligations hereunder. Department and Subgrantee acknowledge that Texas Transportation Code Section 720.002 prohibits using traffic-offense quotas and agree that nothing in this Agreement is establishing an illegal quota.

In addition to the STEP enforcement activities, the subgrantee must maintain baseline non-STEP funded citation and arrest activity due to the prohibition of supplanting.

|                       |      |
|-----------------------|------|
| <b>Step Indicator</b> | 3.00 |
|-----------------------|------|

**FOR REVIEW ONLY - NOT A LEGAL DOCUMENT**

**PI&E OBJECTIVE/PERFORMANCE MEASURE**

| <b>Objectives/Performance Measure</b>   | <b>Target Number</b> |
|---|----------------------|
| <b>Support Grant efforts with a public information and education (PI&amp;E) program</b> |                      |
| a. Conduct presentations  | 18                   |
| b. Conduct media exposures (e.g. news conferences, news releases, and interviews)       | 6                    |
| c. Conduct community events (e.g. health fairs, booths)                                 | 3                    |
| d. Produce the following number of public information and education materials           | 0                    |
| e. Number of public information and education materials distributed                     | 0                    |

**FOR REVIEW ONLY - NOT A LEGAL DOCUMENT**

**Operational Plan**

**Page Title:** Speed 1 N & E

| <u>Site Number</u> | <u>Type (Speed, OP, ITC)</u> | <u>Site Description (include Miles Per Hour)</u>   | <u>Survey Results (Compliance Percentage)</u> | <u>Enforcement Period (Days &amp; Times)</u> |
|--------------------|------------------------------|--|---|--|
| 1. N1              | Speed                        | 2500 W Interstate 30 to 3500 E Interstate 30 / 60 mph for 6.2 miles                          | 22.0%   | Daily 6:00 AM to 01:00 AM                    |
| 2. N2              | Speed                        | State Hwy 360 / 60 mph for 3 miles   | 17.3%   | Daily 6:00 AM to 01:00 AM                    |
| 3. N3              | Speed                        | 1000 E Division St to 3600 E Division St (FM 180) / 40 mph for 3 miles                       | 25.3%   | Daily 6:00 AM to 01:00 AM                    |
| 4. N4              | Speed                        | NB 100 N Watson Rd to 1500 N Watson Rd / 40 mph for 2.1 miles                                | 22.0%   | Daily 6:00 AM to 01:00 AM                    |
| 5. N5              | Speed                        | SB 100 N Watson Rd to 1500 N Watson Rd / 40 mph for 2.1 miles                                | 34.6%   | Daily 6:00 AM to 01:00 AM                    |
| 6. E1              | Speed                        | 100 E Interstate Hwy 20 to 2500 E Interstate Hwy 20 / 70 mph for 4.3 miles                   | 44.0%   | Daily 6:00 AM to 01:00 AM                    |
| 7. E2              | Speed                        | 100 E Interstate 20 EB Service Rd to 2000 Interstate 20 EB Service Rd / 40 mph for 3.1 miles | 10.0%   | Daily 6:00 AM to 01:00 AM                    |

**FOR REVIEW ONLY - NOT A LEGAL DOCUMENT**

**Operational Plan**

**Page Title:** Speed 2 W & S

| <u>Site Number</u> | <u>Type (Speed, OP, ITC)</u> | <u>Site Description (include Miles Per Hour)</u>  | <u>Survey Results (Compliance Percentage)</u> | <u>Enforcement Period (Days &amp; Times)</u> |
|--------------------|------------------------------|---|---|--|
| 1. W1              | Speed                        | 700 W Interstate Hwy 20 to 7400 W Interstate Hwy 20 / 70 mph for 6.3 miles                          | 37.3%   | Daily 6:00 AM to 01:00 AM                    |
| 2. W2              | Speed                        | WB 700 W Interstate Hwy 20 Service Rd to 7400 W Interstate Hwy 20 Service Rd / 40 mph for 6.0 miles | 30.0%   | Daily 6:00 AM to 01:00 AM                    |
| 3. W3              | Speed                        | EB 700 W Interstate Hwy 20 Service Rd to 1600 W Interstate Hwy 20 Service Rd / 40 mph for 2.0 miles | 26.0%   | Daily 6:00 AM to 01:00 AM                    |
| 4. W4              | Speed                        | 1000 W Green Oaks Blvd to 4100 W Green Oaks Blvd / 45 mph for 3.5 miles                             | 38.6%   | Daily 6:00 AM to 01:00 AM                    |
| 5. W5              | Speed                        | 1600 S Cooper St to 2300 S Cooper St (FM 157) / 35 mph for 1.0 mile                                 | 20.5%   | Daily 6:00 AM to 01:00 AM                    |
| 6. S1              | Speed                        | 2300 S Cooper St to 7400 S Cooper St (FM 157) / 45 mph for 5.5 miles                                | 31.3%   | Daily 6:00 AM to 01:00 AM                    |
| 7. S2              | Speed                        | 700 W Sublett Rd to 4700 W Sublett Rd / 40 mph for 5.0 miles  | 35.3%   | Daily 6:00 AM to 01:00 AM                    |

**FOR REVIEW ONLY - NOT A LEGAL DOCUMENT**

**Operational Plan**

**Page Title:** Speed 3 S, DWI, Seatbelt

| <u>Site Number</u> | <u>Type (Speed, OP, ITC)</u> | <u>Site Description (include Miles Per Hour)</u>                                | <u>Survey Results (Compliance Percentage)</u> | <u>Enforcement Period (Days &amp; Times)</u>  |
|--------------------|------------------------------|---|---|---|
| 1. S3              | Speed                        | 5000 US Hwy 287 to 8400 US Hwy 287 / 70 mph for 4.1 miles                       | 49.3%   | Daily 06:00 AM to 01:00 AM  |
| 2. S4              | Speed                        | 5000 US Hwy 287 Service Rd to 8400 US Hwy 287 Service Rd / 40 mph for 4.1 miles | 24.6%   | Daily 06:00 AM to 01:00 AM  |
| 3. DWI             | DWI                          | Citywide enforcement of DWI violations  | n/a%  | Daily between the hours of 2100 and 0400 hours. Most enforcement will take place between 2200 and 0300 hours. |
| 4. Seatbelt        | Seatbelt                     | Citywide enforcement of seatbelt and child restraint laws                       | 97.5%   | Daily during all hours  |
| 5.                 |                              |   | %   |   |
| 6.                 |                              |   | %   |   |
| 7.                 |                              |   | %   |   |

**FOR REVIEW ONLY - NOT A LEGAL DOCUMENT**

**BUDGET SUMMARY**

| Budget Category   |                                      | TxDOT               | Match              | Total               |
|---|--------------------------------------|---------------------|--------------------|---------------------|
| <b>Category I - Labor Costs</b>   |                                      |                     |                    |                     |
| (100)   | Salaries:                            | \$212,800.00        | \$53,200.00        | \$266,000.00        |
| (200)   | Fringe Benefits:                     | \$36,842.88         | \$9,210.72         | \$46,053.60         |
|   | Sub-Total:                           | \$249,642.88        | \$62,410.72        | \$312,053.60        |
| <b>Category II - Other Direct Costs</b>   |                                      |                     |                    |                     |
| (300)   | Travel:                              | \$24,475.86         | \$6,118.97         | \$30,594.83         |
| (400)   | Equipment:                           | \$0                 | \$0                | \$0                 |
| (500)   | Supplies:                            | \$1,200.00          | \$300.00           | \$1,500.00          |
| (600)   | Contractual Services:                | \$0                 | \$0                | \$0                 |
| (700)   | Other Miscellaneous:                 | \$1,920.00          | \$480.01           | \$2,400.01          |
|   | Sub-Total:                           | \$27,595.86         | \$6,898.98         | \$34,494.84         |
| <b>Total Direct Costs:</b>  |                                      | <b>\$277,238.74</b> | <b>\$69,309.70</b> | <b>\$346,548.44</b> |
| <b>Category III - Indirect Costs</b>  |                                      |                     |                    |                     |
| (800)   | Indirect Cost Rate:                  | \$0                 | \$0                | \$0                 |
| <b>Summary</b>  |                                      |                     |                    |                     |
|   | <b>Total Labor Costs:</b>            | <b>\$249,642.88</b> | <b>\$62,410.72</b> | <b>\$312,053.60</b> |
|   | <b>Total Direct Costs:</b>           | <b>\$27,595.86</b>  | <b>\$6,898.98</b>  | <b>\$34,494.84</b>  |
|   | <b>Total Indirect Costs:</b>         | <b>\$0</b>          | <b>\$0</b>         | <b>\$0</b>          |
| <b>Grand Total</b>  |                                      | <b>\$277,238.74</b> | <b>\$69,309.70</b> | <b>\$346,548.44</b> |
|   | <b>Fund Sources (Percent Share):</b> | <b>80.00%</b>       | <b>20.00%</b>      |                     |
| Salary and cost rates will be based on the rates submitted by the Subgrantee in its grant application in Egrants. |                                      |                     |                    |                     |

# Staff Report



|                                    |                                      |
|------------------------------------|--------------------------------------|
| <b>Zoning Case PD13-16 (Liv +)</b> |                                      |
| City Council Meeting Date: 9-20-16 | Document Being Considered: Ordinance |

## **RECOMMENDATION**

Following the public hearing, consider Zoning Case PD13-16R1, with a revised Development Plan.

## **PRIOR BOARD OR COUNCIL ACTION**

On November 9, 2011, the Planning and Zoning Commission approved Zoning Case PD11-10 (Planned Development for Multi-family uses with a Development Plan) with multiple stipulations by a vote of 9-0-0. The Commission also recommended approval of a Substitute Landscape Plan (SLP11-4) on approximately 3.44 acres of land zoned Multi-family (MF-22), for the project formerly known as Center Court Redevelopment.

On January 24, 2012, City Council approved final reading of PD11-10 by a vote of 6-2-0, subject to conditions.

On December 4, 2013, the Planning and Zoning Commission recommended approval of PD13-16 by a vote of 9-0-0. This case included the addition of 206 East Mitchell Street and 107 and 109 Hosack Street adding a total of 1.07 acres. The approval included a total of a maximum of 260 units.

On January 7, 2014, City Council approved PD13-16 requesting a PD for multi-family uses, with a Development Plan by a vote of 9-0-0 for the project formerly known as Sapphire Inspired Living.

On September 7, 2016, The Planning and Zoning Commission recommended approval of PD13-16R1 requesting a revised Development Plan by a vote of 7-0-0.

## **ANALYSIS**

**Request** - The applicant requests a revision to the approved development plan requesting an additional four units, to include an additional story, on approximately 4.51 acres addressed at 107 Hosack Street, 109 Hosack Street, 1001 South Center Street and 206 East Mitchell Street, generally located south of East Mitchell Street and east of South Center Street.

Current zoning: Planned Development (PD) for multi-family uses, with a Development Plan

Requested zoning: Planned Development (PD) for multi-family uses, with a revised Development Plan

The subject property is located south of East Mitchell Street and north of Hosack Street, between South Center Street and South Mesquite Street. The site is developed with two single-family residences with the remainder currently vacant.

The applicant is proposing a revision to the previously approved design which allowed the development of a four-story, multi-family apartment building with a total of 250-260 units catered to students. The revised proposal requests an additional floor for a total of five-stories along the west side of the building with a unit count of 264 units. The units offered will range in size from 500-square-foot, one-bedroom units to 1,350-square-foot, four-bedroom units with a total bed count of 789 beds. The requested revision proposes no changes to any of the previously approved site work including landscaping, sidewalks, or parking areas. The development will be served by a four-story parking garage with roof deck parking, which will accommodate 700-724 parking stalls.

**Comprehensive Plan Conformity**

The proposed development is a multi-story student housing complex, with a density in the range of 55-60 dwelling units per acre. *99 Square Miles* – the Comprehensive Plan identifies this area of the city as the Downtown University Neighborhood future development area, the area appropriate for the highest multi-family density in the city, allowing for up to 100 units per acre. In order to maximize this area’s potential; a mix of residential uses and mixed-use buildings is encouraged. There should be retail, educational, office, government, cultural, and entertainment venues to serve those living in and around the area.

This property is also located in the boundary of the Heart of Arlington Neighborhood Action Plan. This plan encourages the development of mixed-use projects in this area. Higher density housing in this area is considered a suitable land use that would help support other offices, retail stores, and personal services that would cater to the Heart of Arlington neighborhoods.

The proposed zoning amendment is in conformance with *99 Square Miles* – the Comprehensive Plan, the Heart of Arlington Neighborhood Action Plan, and other relevant plans.

**FINANCIAL IMPACT**

None

**ADDITIONAL INFORMATION**

|   |   |
|---|---|
| Attached:                                 | Ordinance with Exhibits A and B<br>Development Plan (18 pages)<br>Case Information with P&Z Summary |
| Under separate cover:                     | None  |
| Available in the City Secretary’s office: | None  |

**STAFF CONTACTS**

|  |  |
|--|--|
| Jennifer Pruitt, AICP, LEED AP<br>Development Planning Manager<br>Community Development and Planning<br>817-459-6138<br><a href="mailto:Jennifer.Pruitt@arlingtontx.gov">Jennifer.Pruitt@arlingtontx.gov</a> | Shon Brooks, AICP<br>Principal Planner<br>Community Development and Planning<br>817-459-6514<br><a href="mailto:Shon.Brooks@arlingtontx.gov">Shon.Brooks@arlingtontx.gov</a> |
|--|--|

Ordinance No. \_\_\_\_\_

**An ordinance adopting revised Development Plan PD13-16R1 on certain property known as 1001 South Center Street; 206 East Mitchell Street; 107 and 109 Hosack Street zoned Planned Development (PD) for Multi-Family uses, with a Development Plan; amending the Zoning District Map accordingly; authorizing the building official to issue permits upon the effective date; providing for a fine of up to \$2,000.00 for each violation; providing this ordinance be cumulative; and providing for severability, governmental immunity, injunctions, publication, and an effective date.**

WHEREAS, after notice and public hearing the Planning and Zoning Commission heard and recommended approval of the revised Development Plan PD13-16R1 on September 7, 2016; and

WHEREAS, after notice and public hearing, and upon consideration of the recommendation of the Commission and of all testimony and information submitted during the public hearing, the City Council has determined that it is in the best interest of the public and in support of the health, safety, morals, and general welfare of the citizens that the revised Development Plan be approved. NOW, THEREFORE,

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

1.

The zoning regulations for the property known as 1001 South Center Street; 206 East Mitchell Street; 107 and 109 Hosack Street, described in Exhibit A, zoned Planned Development (PD) for Multi-family uses, are hereby amended by the approval of revised Development Plan PD13-16R1. The Zoning District Map shall be amended to reflect the zoning change made by this ordinance. Development and use of the property shall be in compliance with zoning, this ordinance, the conditions stated in Exhibit B, and the attached Development Plan. All requirements and conditions as stated in Zoning Case PD13-16, with a Development Plan, shall remain in effect except as otherwise stated in Exhibit B and revised Development Plan PD13-16R1.

2.

The Building Official is hereby authorized and directed to issue permits in compliance with this ordinance, including all exhibits attached to this ordinance, immediately after the effective date of this ordinance. In the event of a conflict between the provisions in Exhibit B and the provisions in any other exhibit, the provisions in Exhibit B control.

3.

Any person, firm, corporation, agent or employee thereof who violates any of the provisions of this ordinance shall be guilty of a misdemeanor and upon conviction thereof shall be fined an amount not to exceed Two Thousand Dollars and No Cents (\$2,000.00) for each offense. Each day that a violation is permitted to exist shall constitute a separate offense.

4.

This ordinance shall be and is hereby declared to be cumulative of all other ordinances of the City of Arlington; and this ordinance shall not operate to repeal or affect any of such other ordinances except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this ordinance, in which event such conflicting provisions, if any, in such other ordinance or ordinances are hereby repealed.

5.

If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be unconstitutional, such holding shall not affect the validity of the remaining portions of this ordinance.

6.

All of the regulations provided in this ordinance are hereby declared to be governmental and for the health, safety and welfare of the general public. Any member of the City Council or any City official or employee charged with the enforcement of this ordinance, acting for the City of Arlington in the discharge of his/her duties, shall not thereby render himself/herself personally liable; and he/she is hereby relieved from all personal liability for any damage that might accrue to persons or property as a result of any act required or permitted in the discharge of his/her said duties.

7.

Any violation of this ordinance can be enjoined by a suit filed in the name of the City of Arlington in a court of competent jurisdiction, and this remedy shall be in addition to any penal provision in this ordinance or in the Code of the City of Arlington.

8.

The caption and penalty of this ordinance shall be published in a newspaper of general circulation in the City of Arlington, Texas, in compliance with the provisions of Article VII, Section 15, of the City Charter. Further, this ordinance may be published in pamphlet form and shall be admissible in such form in any court, as provided by law.

9.

This ordinance shall become effective upon second publication.

PRESENTED AND GIVEN FIRST READING on the 20th day of September, 2016 at a regular meeting of the City Council of the City of Arlington, Texas; and GIVEN SECOND READING, passed and approved on the 11th day of October, 2016 by a vote of \_\_\_ ayes and \_\_\_ nays at a regular meeting of the City Council of the City of Arlington, Texas.

\_\_\_\_\_  
W. JEFF WILLIAMS, Mayor

ATTEST:

\_\_\_\_\_  
MARY W. SUPINO, City Secretary

APPROVED AS TO FORM:  
TERIS SOLIS, City Attorney

BY \_\_\_\_\_

PD13-16R1

EXHIBIT "A"

BEING approximately 4.51 acres of land with frontage on South Center Street, East Mitchell Street, and Hosack Street, and is commonly known as Sapphire Addition, Block A, Lot 1, Sue L. David Addition, Lot 1, and the R.A. Mitchell Addition, Block 8, Lots 11 and 12, additions to the City of Arlington, Texas;

AND being generally located south of East Mitchell Street and east of South Center Street with the approximate addresses being 107 Hosack, 109 Hosack, 1001 South Center Street and 206 East Mitchell Street.

PD13-16R1

EXHIBIT “B”

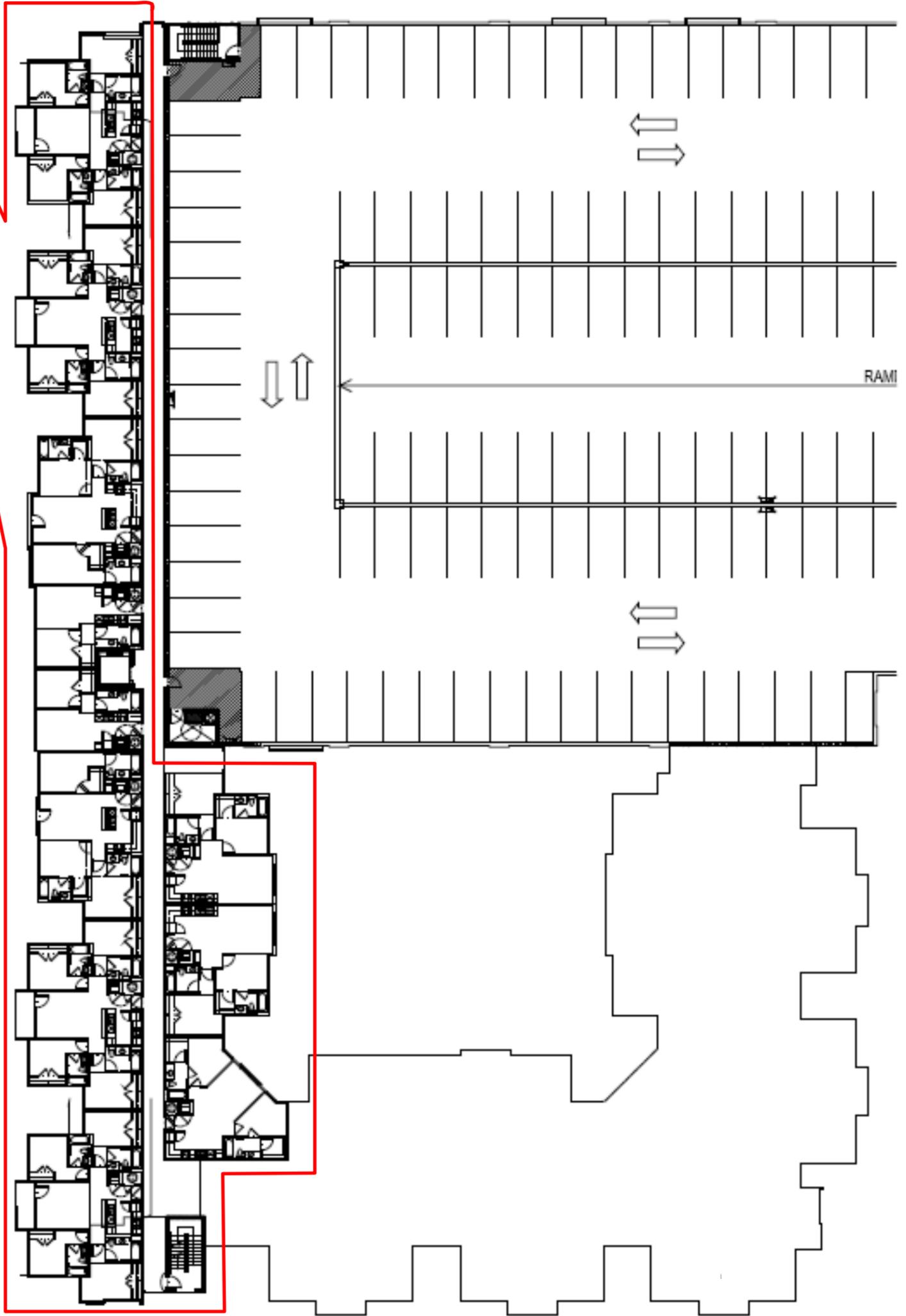
1. The zoning of this site is Planned Development (PD) for all Multi-Family uses, with a revised Development Plan. All requirements and conditions as stated in Zoning Case PD13-16, with a Development Plan, shall remain in effect except as otherwise stated in Exhibit B and revised Development Plan PD13-16R1.
2. Use and development of the property must be in compliance with attached development plan (18 pages).
3. Revised Development Plan to include the addition of a fifth story located at the westernmost building.
4. The revised Development Plan includes the addition of four units to the previously approved total only. Total unit count to equal 264.
5. No site changes including landscaping, sidewalk, and parking are requested with this revised Development Plan.
6. In the event of a conflict between the provisions in this Exhibit B and any other exhibits to this ordinance, the provisions of Exhibit B control.

| 1001 SOUTH CENTER STREET - CURRENT |             |            | 5/24/2016   |
|------------------------------------|-------------|------------|-------------|
| UNIT TYPE                          | Total Units | Total Beds | Total %     |
| STUDIO/EFFICIENCY                  | 0           | 0          | 0%          |
| 1 BEDROOM                          | 24          | 24         | 9%          |
| 2 BEDROOMS                         | 82          | 164        | 32%         |
| 3 BEDROOMS                         | 17          | 51         | 7%          |
| 4 BEDROOMS                         | 130         | 520        | 51%         |
| <b>TOTAL</b>                       | <b>253</b>  | <b>759</b> | <b>100%</b> |

| 1001 SOUTH CENTER STREET - PROPOSED 5th FLR |             |            | 5/24/2016   |
|---|-------------|------------|-------------|
| UNIT TYPE                                   | Total Units | Total Beds | Total %     |
| STUDIO/EFFICIENCY                           | 0           | 0          | 0%          |
| 1 BEDROOM                                   | 26          | 26         | 10%         |
| 2 BEDROOMS                                  | 85          | 170        | 32%         |
| 3 BEDROOMS                                  | 19          | 57         | 7%          |
| 4 BEDROOMS                                  | 134         | 536        | 51%         |
| <b>TOTAL</b>                                | <b>264</b>  | <b>789</b> | <b>100%</b> |

PD had maximum of 260 units.  
We are now proposing 264.

Additional 5<sup>th</sup> floor plan. Mirrors units on 4<sup>th</sup> floor.



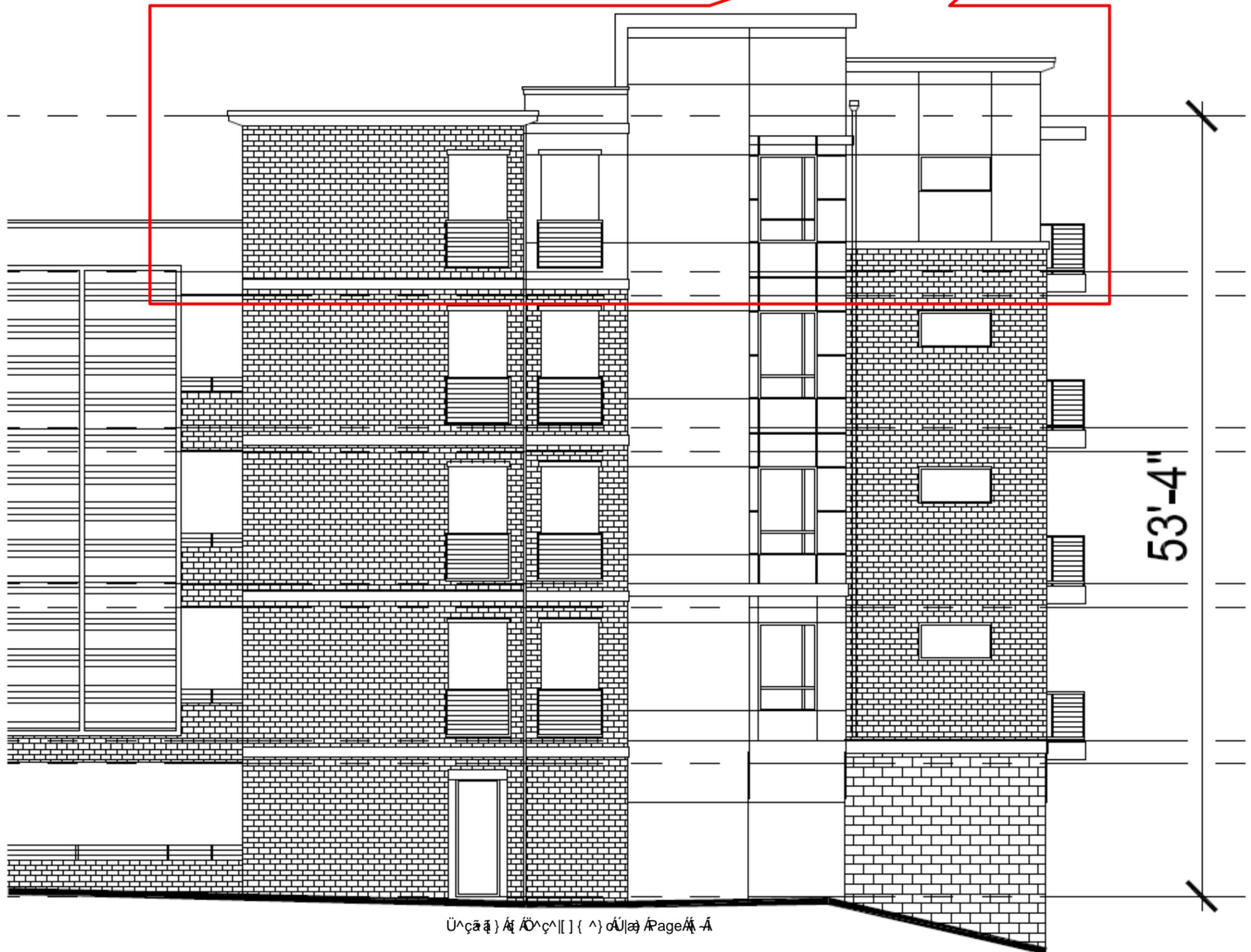
Additional 5<sup>th</sup> floor elevation



BLDG 1 - CENTER STREET ELEVATION



Additional 5<sup>th</sup> floor elevation



# SAPPHIRE INSPIRED LIVING

MMJV SAPPHIRE LP.

CITY OF ARLINGTON, TEXAS

ARCHITECT:



**HUMPHREYS & PARTNERS ARCHITECTS, L.P.**

5339 ALPHA ROAD STE 300 • DALLAS, TEXAS 75240  
(972) 701-9636 • FAX:(972) 701-9639

DALLAS • IRVINE • NEW ORLEANS • ORLANDO • SCOTTSDALE • SEATTLE

CONTACT: GRACE JONES  
EMAIL: grace@humphreys.com

OWNER:

**MMJV SAPPHIRE LP.**

4201 Wingren Drive, Suite 210 Irving, Texas, 75062  
PHONE: 972.993.3622 x103  
214-455-3340 (MOBILE)  
FAX: 214-242-4024

CONTACT: JAY MATTHIESEN  
EMAIL: jmatthi@mintinterestgroup.com

**CIVIL**

HP CIVIL ENGINEERING  
5339 Alpha Rd. #300  
Dallas, TX 75240  
Phone: 972-701-9636  
Fax: 972-701-9639

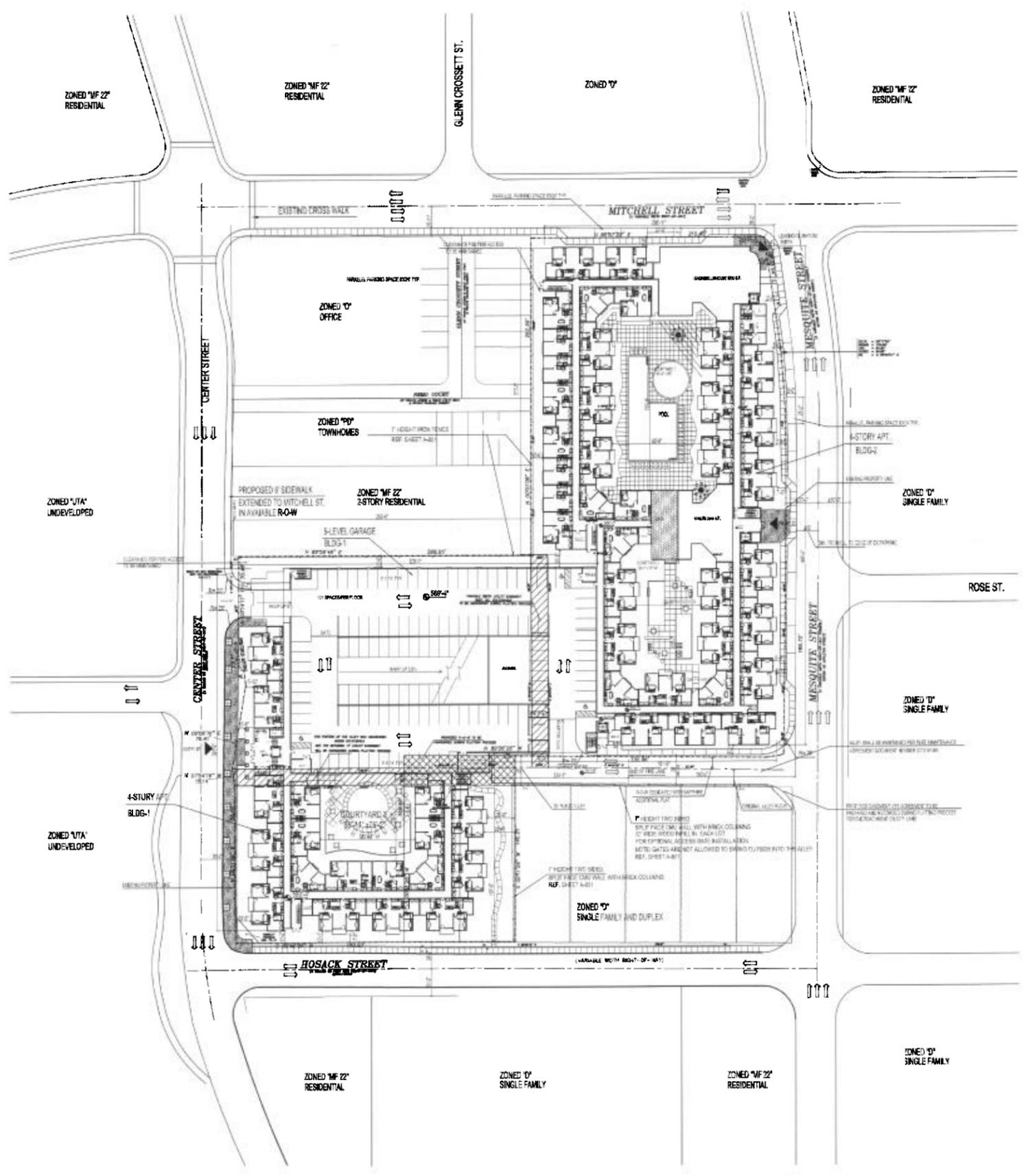
CONTACT: Brian Bridgewater  
EMAIL: brian@hpcivileng.com

**LANDSCAPE**

HP LANDSCAPE ARCHITECTURE  
5339 Alpha Rd. #300  
Dallas, TX 75240  
Phone: 214-269-5150  
Fax: 972-701-9636  
Cell: 480-695-8711

CONTACT: Dan Erdanson  
EMAIL: dan@hplandscape.com

Previously Approved  
Development Plan  
13 Pages



**DATA TABLES:**  
 SITE LOCATION: 1001 SOUTH CENTER STREET, ARLINGTON, TX  
 SITE AREA : 4.51 ACRES (196,653 S.F.)  
 NUMBER OF LOTS : 4  
 CURRENT ZONING: PD  
 PROPOSED ZONING: PD  
 PROPOSED LAND USE: APARTMENTS  
 BUILDING TYPE: APARTMENTS WITH PARKING GARAGE  
 BUILDING HEIGHT: 4-STORY, 65'-9" MAXIMUM  
 TOTAL UNITS: 250-260  
 DENSITY: 55-58 UNITS/ACRE  
 F.A.R. : 2.9 LOT COVERAGE: 132,000 -139,000SF. ( 57%-71% )  
 OPEN SPACE PROVIDED: 60,000 SF.-71,000 S.F.  
 IMPERVIOUS COVERAGE: 152,000 SF. ( 77.3% )



NUMBER OF UNITS: 56 -1ST FLOOR  
 67 -2ND FLOOR  
 67 -3RD FLOOR  
 67 -4TH FLOOR  
 TOTAL: 250-260 UNITS ( 5 ACCESSIBLE UNITS INCLUDED )

PARKING PROVIDED:  
 GARAGE: 700-724 SPACES  
 TOTAL: 700-724 SPACES

TOTAL GROSS AREA:  
 APARTMENT: 363,000 S.F.  
 PARKING GARAGE: 197,000 S.F.  
 TOTAL GROSS AREA: 560,000 S.F.

PARKING STALL SIZE: 9' X 18' TYP., AISLE: 24'  
 HANDICAP SPACES: 13' X 18'. ( 16' X 8' VAN )  
 HANDICAP SPACES PROVIDED: 15 SPACES

AMENITIES PROVIDED:  
 BIKE RACKS  
 POOL  
 CLUBHOUSE  
 FITNESS  
 OUTDOOR SITTING/ FIREPLACE

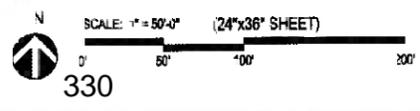
TOTAL OPEN AREA:  
 COURTYARDS: 25,000 S.F. - 30,000 S.F.  
 LANDSCAPE SETBACKS: 28,400 S.F. - 33,000 S.F.  
 BALCONIES (BONUS OPEN SPACE): 6,500 S.F. - 8,000 S.F.  
 TOTAL OPEN SPACE: 60,000 S.F. - 71,000 S.F.

- NOTE: 1. ALL PUBLIC AREAS INCLUDING, BUT NOT LIMITED TO, SWIMMING POOLS, LAUNDRIES, MAIL ROOMS, COMMUNITY ROOMS, AND RECREATIONAL AREAS MUST BE POSTED AS NON-SMOKING AREAS.  
 2. ON-SITE MANAGEMENT WILL BE PROVIDED.  
 3. PUBLIC ALLEY, TO BE PRIVATELY MAINTAINED BY THE PROPERTY OWNER.  
 4. ALL LANDSCAPING, INCLUDING THE STREET POLES, LIGHTS AND TREES, WILL BE PRIVATELY MAINTAINED BY THE PROPERTY OWNER.  
 5. PRIOR TO THE ISSUANCE OF THE CERTIFICATE OF OCCUPANCY, THE PROPERTY OWNER WILL CONSTRUCT A SIX-FOOT WIDE SIDEWALK ALONG SOUTH CENTER STREET, EXTENDING NORTH FROM THE DEVELOPMENT SITE TO EAST MITCHELL STREET, CONTINGENT UPON THE NECESSARY RIGHT-OF-WAY  
 6. DIMENSION SHOWN FROM BUILDING TO PROPERTY LINES ARE SUBJECT TO MINOR ADJUSTMENT DURING THE PLATING AND BUILDING PERMIT REVISION PROCESS.

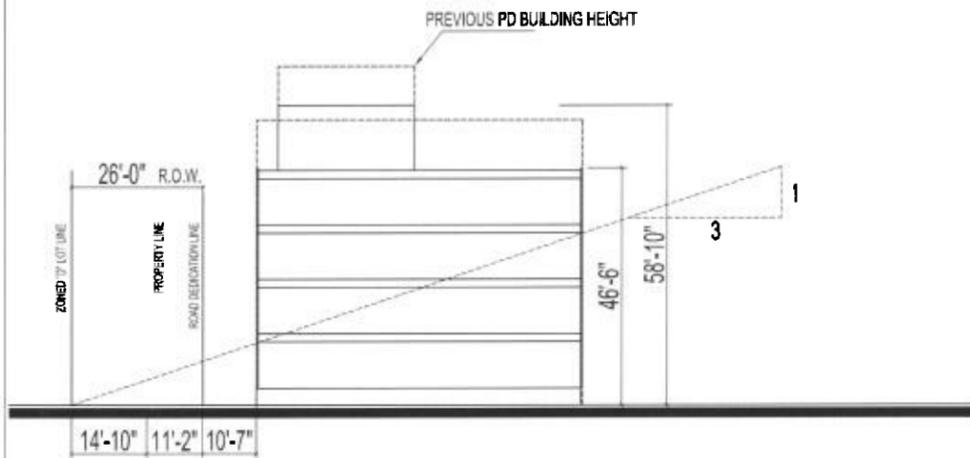
| UNIT TABULATION (4-STORY WITH 5-LEVEL RAMP PARKING) |           |               |             |             | 1028/13 |
|---|-----------|---------------|-------------|-------------|---------|
| UNIT NAME   | UNIT TYPE | AC AREA(S.F.) | UNIT COUNT  | % BREAKDOWN |         |
| A   | 1BR/1BA   | 300-700       | 20-23       | 8%-9%       |         |
| B   | 2BR/2BA   | 300-850       | 83-86       | 33%-35%     |         |
| C   | 3BR/3BA   | 1000-1100     | 16-18       | 7%-7%       |         |
| D   | 4BR/4BA   | 1200-1350     | 131-133     | 50%-51%     |         |
| TOTALS  |           |               | 250-260     |             |         |
| UNIT AVERAGE (NET AC SF)                            |           |               | 1,000-1,100 |             |         |

\* NET AC AREA IS COMPUTED TO INCLUDE SQUARE FOOTAGE FROM EXTERIOR FRAME WALLS THAT ENCLOSE A/C SPACE. IT DOES NOT INCLUDE PATIOS, BALCONIES, PATIO/BALCONY STORAGE.

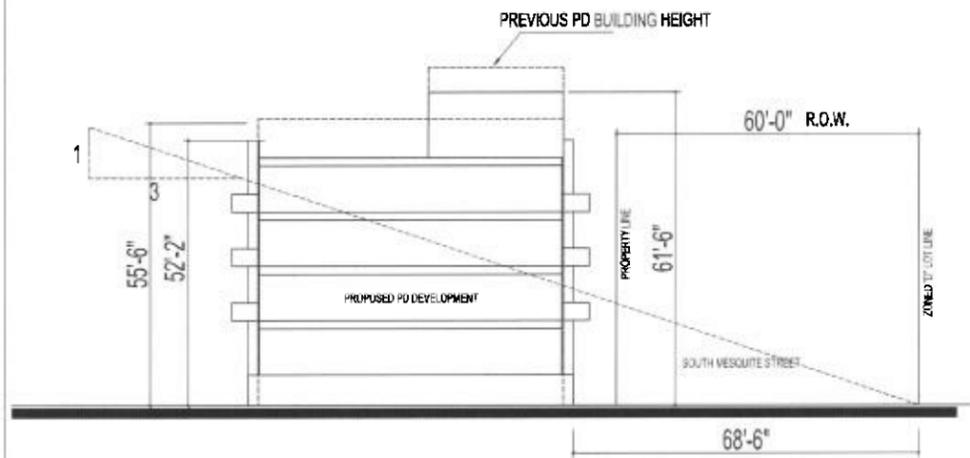
|   |   |  |
|---|---|--|
| PLAN TYPE:<br><b>CONCEPT PLAN</b>   | PROJECT NAME:<br><b>SAPPHIRE INSPIRED LIVING</b>  | A-201: SITE PLAN   |
| ZONING CASE   | CITY OF ARLINGTON, TEXAS  | DATE: 11-21-2013   |
| OWNER:<br>MMJV SAPPHERE L.P.<br>Phone: 972.893.8622 x 103<br>Fax: 214.2420.4024 | ENGINEER/SURVEYOR:<br>HP CIVIL ENGINEERING<br>LANDSCAPE ARCHITECT:<br>HP LANDSCAPE ARCHITECTURE<br>3339 Alpha Road,<br>Suite 300 Dallas, TX 75240 | ARCHITECT:<br><b>HUMPHREYS &amp; PARTNERS ARCHITECTS L.P.</b><br>3339 Alpha Road, Suite 300 Dallas, TX 75240 (972) 701-9636 (972) 01-9639<br>www.humphreys.com marketing@humphreys.com<br>DALLAS NEWPORT BEACH NEW ORLEANS ORLANDO |



SITE PLAN



HEIGHT SETBACK ENVELOPE DEVIATION (SOUTH R.O.W.)



HEIGHT SETBACK ENVELOPE DEVIATION (SOUTH MESQUITE STREET)

| DEVIATIONS                    |  |   |  |
|-------------------------------|--|---|--|
| CATEGORY                      | MF22   | PREVIOUS PD   | PROPOSED PD  |
| SITE AREA                     |  | 3.45 ACRES  | 4.51 ACRES   |
| MAX BUILDING HEIGHT           | REF. DIAGRAM<br>HEIGHT SETBACK ENVELOPE  | 68'-6" MAXIMUM  | 65'-0" MAXIMUM   |
| MAX LOT COVERAGE              | 50%  | 65.7%   | 67%-71%  |
| MINIMUM SETBACKS              | 20' ON ALL SIDES   | VARIED FROM 10' TO 20'-5"   | CENTER STREET: VARIED FROM 5'-0" TO 15'-7"<br>HOSACK STREET: VARIED FROM 7'-0" TO 11'-2"<br>MESQUITE STREET: VARIED FROM 5'-0" TO 11'-1"<br>MITCHELL STREET: 8'-0"<br>SIDE YARD SETBACK: VARIED FROM 10'-0" TO 24'-0"  |
| MAX DENSITY                   | 22 UNITS PER ACRE  | TOTAL 335 UNITS<br>97 UNITS PER ACRE  | TOTAL 250-260 UNITS<br>55-68 UNITS PER ACRE<br><br>TOTAL 750-800 BEDS (PERSONS)<br>166 -177 BEDS (PERSONS) PER ACRE  |
| OPEN SPACE                    | MINIMUM OF 25% OF<br>TOTAL LIVING UNIT FLOOR AREA  | COURTYARDS: 8644 SF.<br>ROOF TERRACE: 1000 SF.<br>LANDSCAPE SETBACKS: 24,244 SF.<br>BALCONIES: 21,097 SF. (BONUS OPEN SPACE)<br><br>TOTAL OPEN SPACE INCLUDING BALCONIES:<br>54,985 SF. (21% OF TOTAL LIVING UNIT FLOOR AREA) | COURTYARDS: 25,000 SF. - 30,000 S.F.<br><br>LANDSCAPE SETBACKS: 28,400 S.F. - 33,000 S.F.<br>BALCONIES: 6,600 S.F. - 8,000 S.F. (BONUS OPEN SPACE)<br><br>TOTAL OPEN SPACE INCLUDING BALCONIES:<br>60,000-71,000 SF. (21- 27% OF TOTAL LIVING UNIT FLOOR AREA)                     |
| MINIMUM UNIT SIZE             | EFFICIENCY: 600 SF.<br>1-BEDROOM: 750 SF.<br>2-BEDROOM: 950 SF.<br><br>EACH ADDITIONAL BEDROOM REQUIRES AN<br>ADDITIONAL 250 S.F. OF FLOOR AREA<br>UNIT AVERAGE MIN: 800 SF. | EFFICIENCY: 510 SF.<br>1-BEDROOM: 625 SF., 721 SF.<br>2-BEDROOM: 900 SF., 930 SF.<br><br>UNIT AVERAGE: 800 SF.  | 1-BEDROOM: 500-700 S.F. ( ONE BEDROOM- SINGLE OCCUPANCY)<br>2-BEDROOM: 800-850 S.F. ( TWO BEDROOM- SINGLE OCCUPANCY)<br>3-BEDROOM: 1000-1100 S.F. (THREE BEDROOM- SINGLE OCCUPANCY)<br>4-BEDROOM: 1200-1350 S.F. ( FOUR BEDROOM- SINGLE OCCUPANCY)<br>UNIT AVERAGE: 1000-1100 S.F. |
| COMPACT PARKING SIZE          | N/A  | N/A   | N/A  |
| ROOF TYPE                     | PITCHED ROOF   | FLAT ROOF   | FLAT ROOF  |
| DRIVEWAY INTO GARAGE WIDTH    |  | 24'   | 20'  |
| FIRE LANE WIDTH               |  | 26'   | 24'  |
| OFF STREET PARKING STANDARDS* | 2 SPACES FOR FIRST 50 UNITS,<br>THEREAFTER,<br>1.75 SPACES FOR EACH UNITS.<br>TOTAL REQUIREMENT: 485 SPACES  | 476 SPACES PROVIDED<br>1.42 SPACES/UNIT   | 700-724 SPACES PROVIDED<br>APPROX 2.75 SPACES PER UNITS  |
| SIGN                          | GROUND SIGN, WALL SIGN   | WALL SIGN   | BLADE SIGN 16'-3"X3'<br>WALL SIGN  |

|   |   |  |
|---|---|--|
| PLAN TYPE:<br><b>CONCEPT PLAN</b>   | PROJECT NAME:<br><b>SAPPHIRE INSPIRED LIVING</b>  | A-202: DEVIATIONS  |
| ZONING CASE   | CITY OF ARLINGTON, TEXAS  | DATE: 11-6-2010  |
| OWNER:<br>MMJV SAPPHIRE L.P.<br>Phone: 972.393.8622 x 103<br>Fax: 214.2420.4024 | ENGINEER/SURVEYOR:<br>HP CIVIL ENGINEERING<br>LANDSCAPE ARCHITECT:<br>HP LANDSCAPE ARCHITECTURE<br>5339 Alpha Road,<br>Suite 300 Dallas, TX 75240 | ARCHITECT:<br> HUMPHREYS & PARTNERS ARCHITECTS L.P.<br>5339 Alpha Road, Suite 300 Dallas, TX 75240 (972) 701-9636 (972) 701-9639<br>www.humphreys.com marketing@humphreys.com<br>DALLAS NEWPORT BEACH NEW ORLEANS ORLANDO |



streetscape theme



streetscape bench



streetscape trash receptacle



large accent pots



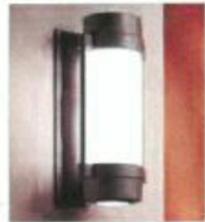
streetscape pole lights



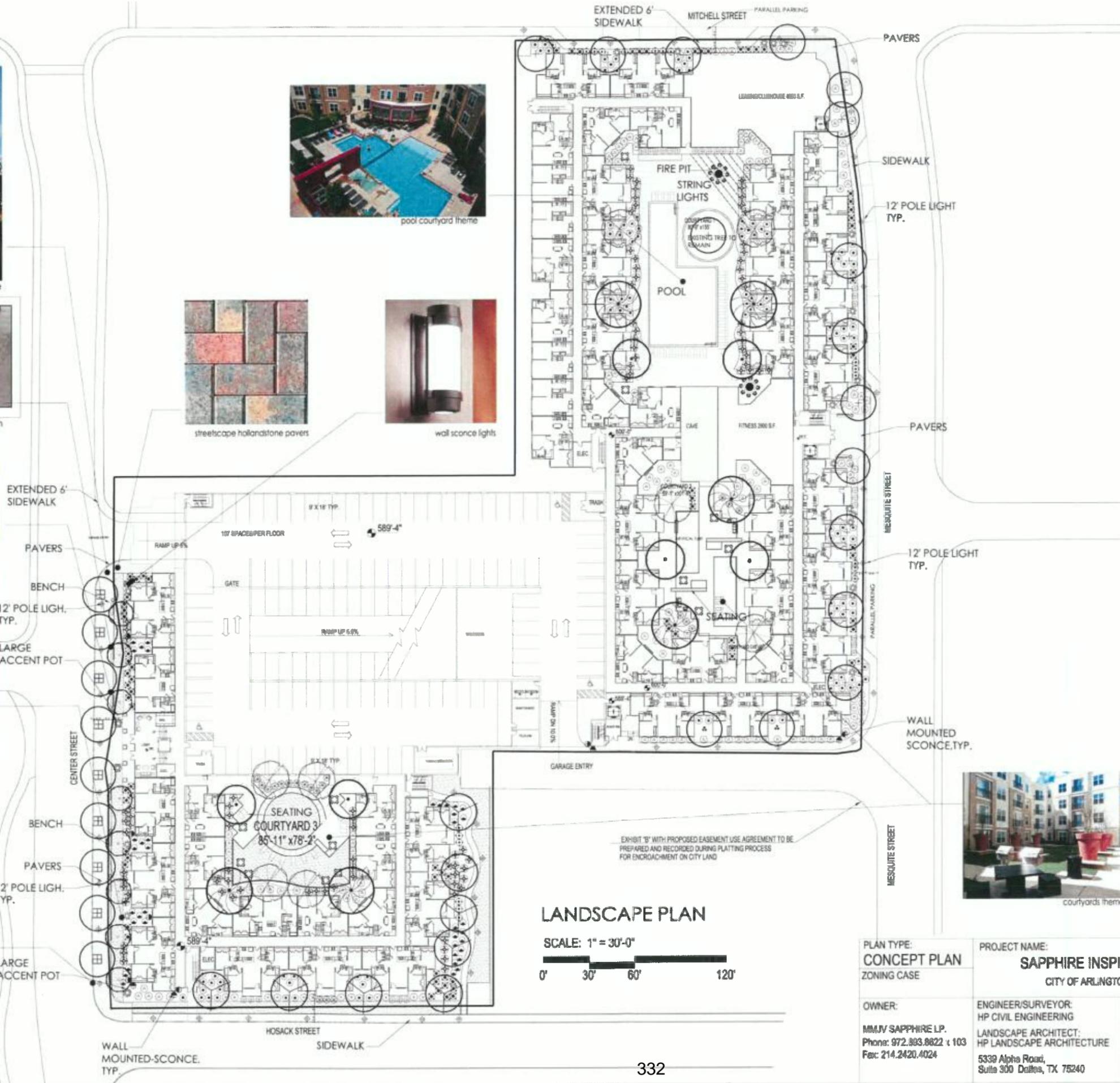
pool courtyard theme



streetscape hollanstone pavers



wall sconce lights



**LANDSCAPE PLAN**



**LANDSCAPE LEGEND**

| TREES             |   |            |
|-------------------|---|------------|
| SYMBOL            | SPECIES   | SIZE/QT    |
| (Symbol)          | ULMUS PARVIFOLIA 'WAKE' DIANE SLF                                 | 4" CAL./2  |
| (Symbol)          | ULMUS CRABIFOLIA CIGAR SLF  | 4" CAL./2  |
| (Symbol)          | QUERCUS VIRGINIANA LIVE OAK                                       | 4" CAL./1  |
| (Symbol)          | QUERCUS CANADENSIS EASTERN REDBUD                                 | 3" CAL./1  |
| (Symbol)          | STYRACOCOSMUM AFFINE EVE'S NICKLACE                               | 3" CAL./1  |
| (Symbol)          | CORNUS DRUMMONDI ROUGH LEAF DOGWOOD                               | 3" CAL./1  |
| (Symbol)          | VITEX AGULUS-CAEUS CRISTE TARE                                    | 4" CAL./2  |
| (Symbol)          | QUERCUS RUBRA RED OAK   | 4" CAL./4  |
| (Symbol)          | FRAXINUS SPECIOSA PIEDMONT BUCKEYE                                | 4" CAL./1  |
| (Symbol)          | TAXODIUM DISTICHUM BALD CYPRESS                                   | 8" HT./2   |
| SHRUBS            |   |            |
| SYMBOL            | SPECIES   | SIZE/QT    |
| (Symbol)          | CALLICARRA BEAUTY BERRY   | 3 GAL./75  |
| (Symbol)          | SALVIA GIBBIS AUTUMN SAGE   | 3 GAL./96  |
| (Symbol)          | ARISACANTHUS QUADRIFIDUS FLAME SCABBARD                           | 3 GAL./30  |
| (Symbol)          | SYMPLOCARPOS CRISCATATUS CORAL BERRY                              | 3 GAL./115 |
| (Symbol)          | LEUCOPHYLLON FRUTESCENS TEXAS SAGE                                | 3 GAL./113 |
| (Symbol)          | YUCCA VANDERICKA YVESIANA SWERTSPIRE                              | 3 GAL./12  |
| ACCENT            |   |            |
| SYMBOL            | SPECIES   | SIZE/QT    |
| (Symbol)          | CHAMPAIGNER LATIFOLIUM HILAND SEA CATS                            | 3 GAL./21  |
| (Symbol)          | HESPERALOE GULF MURRAY  | 3 GAL./30  |
| (Symbol)          | HESPERALOE RED YUCCA  | 3 GAL./20  |
| (Symbol)          | HALIMYLOS MIBORIS VARI DRUMMONDI                                  | 3 GAL./32  |
| (Symbol)          | LIROPE FUSCARI 'SILVER DRAGON' SILVER DRAGON LIROPE               | 3 GAL./15  |
| SURFACE MATERIALS |   |            |
| SYMBOL            | DESCRIPTION   | SIZE/QT    |
| (Symbol)          | SHREDDED HARDWOOD MULCH 4" DEPTH MINIMUM                          |            |
| (Symbol)          | SOD AT BUILDING PERIMETER- SYNTHETIC TURF IN COURTYARDS           |            |
| (Symbol)          | BEIGAND- HOLLANDSTONE CONCRETE PAVERS 4"x8" UNITS- OLD TOWN BLEND |            |

**SITE LIGHTING LEGEND**

| SYMBOL                   | DESCRIPTION   |
|--------------------------|---|
| (Symbol)                 | POLE LIGHT - SINGLE HEAD CUT-OFF (2) 175 W 40W LAMP US ARCHITECTURAL LABEL-MS-8591 - 30' POLE                                     |
| (Symbol)                 | CUSTOM POST MOUNTED LIGHTING FIXTURE WITH (1) 30W CFL LAMP AND ELECTRONIC BALLAST- 12' POLE- ACCORD US ARCHITECTURAL LABEL-175994 |
| (Symbol)                 | WALL MOUNTED LIGHTING FIXTURE (1) 30W CFL LAMP AND ELECTRONIC BALLAST- HUBBLE LIGHTING- 18700R-15T                                |
| LOW VOLT LIGHTING LEGEND |   |
| (Symbol)                 | LOW VOLTAGE UPLIGHT- LANDSCAPE LIGHTING FX LIGHTING- MU-35-F-CP-58-V8   |
| (Symbol)                 | LOW VOLTAGE MODEL: FX POTENZA A- P450/P450U TRANSFORMER QTY: 1  |

NOTE: REF. ELECTRICAL DRAWINGS FOR TRANSFORMER, 1-BOX/RECEPTACLE AND ALL OTHER EQUIPMENT LOCATIONS.

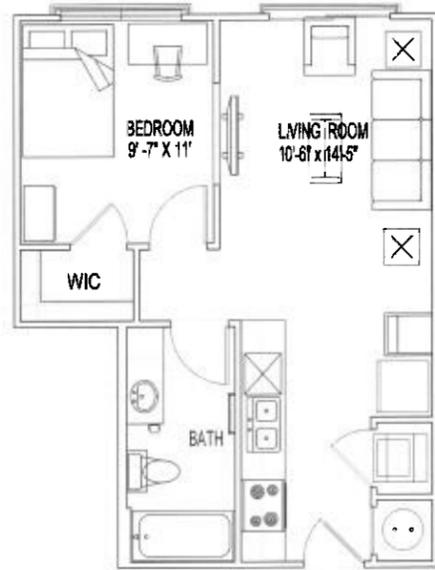
**CITY OF ARLINGTON SUBSTITUTE LANDSCAPE NOTES:**

- An enhanced streetscape along South Center Street and South Mesquite Street will be provided. Decorative concrete pavers, pedestrian benches, decorative accent pots, lighting and trash receptacles will be located along these streetscapes.
- All street trees along South Center Street and South Mesquite Street shall be a minimum of four caliper inches upon installation. Trees located along South Center St shall be placed within tree grades of a minimum of 8' x 4' in size.
- The trees site will be installed within the courtyard area will be a combination of Redbud, Serviceberry, and Dogwood, or other native species tree as approved by the City. A substantial amount of native species landscaping shall be used throughout the remainder of the development.
- In the area north of the 25-foot public alley, a reduced 8' transitional buffer will be provided. Two Aristocrat Pear trees, four Triflor Mandarins and 3 Flower Holly shrubs will be installed in the transitional buffer area. A 5' wide sidewalk with 12' tall decorative light poles will be provided in this transitional buffer area.
- The required transitional buffer area located west of the D zoned properties will be reduced to approximately a 25' minimum. Five Live Oak trees, 21 Dwarf Abelia, 6 Iris, 24 Dwarf perennials and 16 Barford Holly shrubs will be installed within this transitional buffer area.



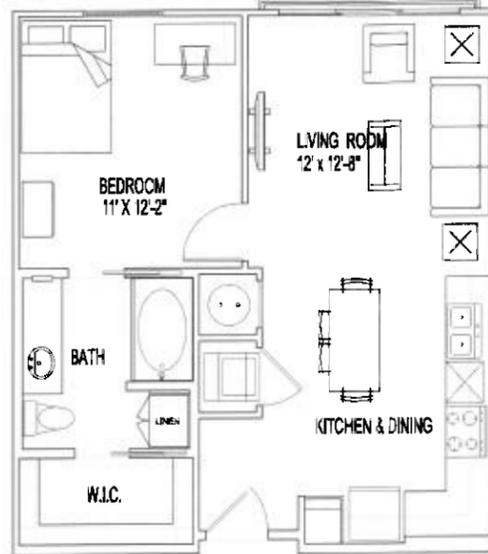
courtyards theme

|  |   |   |
|--|---|---|
| <p>PLAN TYPE:<br/><b>CONCEPT PLAN</b><br/>ZONING CASE</p>                                | <p>PROJECT NAME:<br/><b>SAPPHIRE INSPIRED LIVING</b><br/>CITY OF ARLINGTON, TEXAS</p>   | <p>SUBSTITUTE LANDSCAPE PLAN <b>L1.1</b></p>  |
| <p>OWNER:<br/>MMJV SAPPHIRE LP.<br/>Phone: 972.893.8822 x 103<br/>Fax: 214.2420.4024</p> | <p>ENGINEER/SURVEYOR:<br/>HP CIVIL ENGINEERING<br/>LANDSCAPE ARCHITECT:<br/>HP LANDSCAPE ARCHITECTURE<br/>5339 Alpha Road,<br/>Suite 300 Dallas, TX 75240</p> | <p>ARCHITECT:<br/><b>HUMPHREYS &amp; PARTNERS ARCHITECTS L.P.</b><br/>5339 Alpha Road, Suite 300 Dallas, TX 75240 (972) 701-8838 (972) 701-8830<br/>www.humphreys.com mark@hpa.com<br/>DALLAS NEWPORT BEACH NEW ORLEANS ORLANDO</p> |
| <p>DATE: 12-4-2013</p>   |   |   |



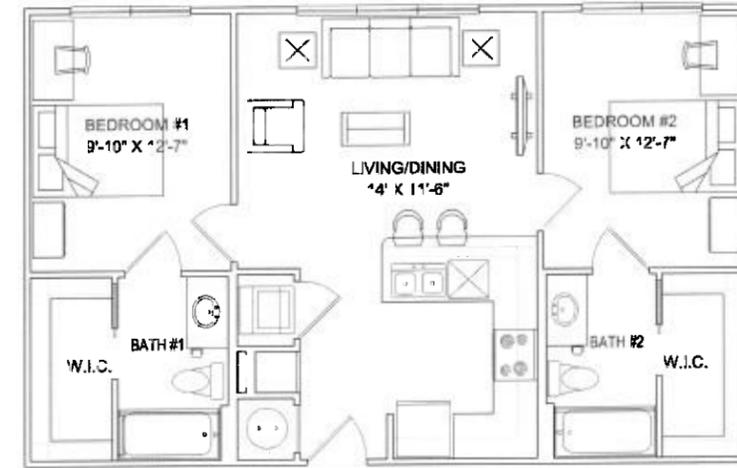
**UNIT A0 - 1BR/1BA**

GROSS AREA: 500 - 700 SF.



**UNIT A1 - 1 BR/1 BATH**

GROSS AREA: 500 - 700 SF.



**UNIT B1 - 2BR/2 BATH**

GROSS AREA: 800 - 850 SF.



**UNIT B3 - 2 BR/2 BATH**

GROSS AREA: 800 - 850 SF.



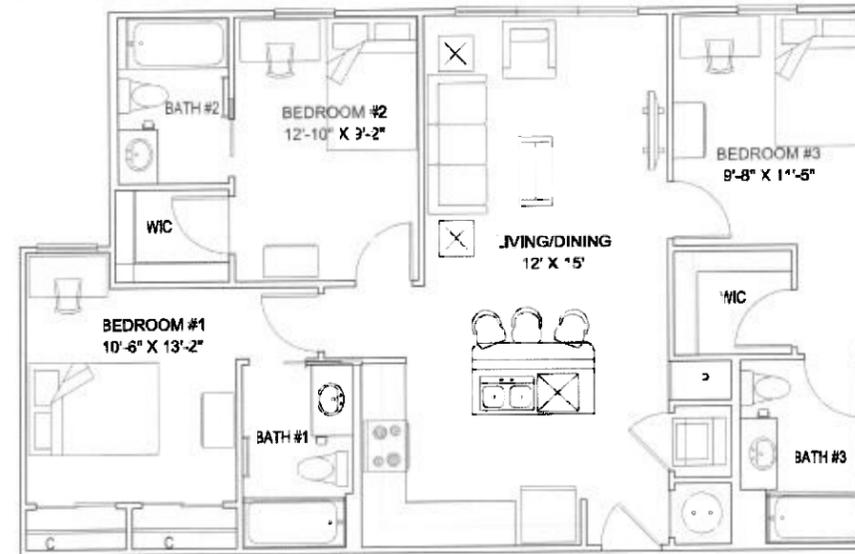
**UNIT B2 - 2 BR/2 BATH**

GROSS AREA: 800 - 850 SF.

SCALE: 1/4" = 1'-0"

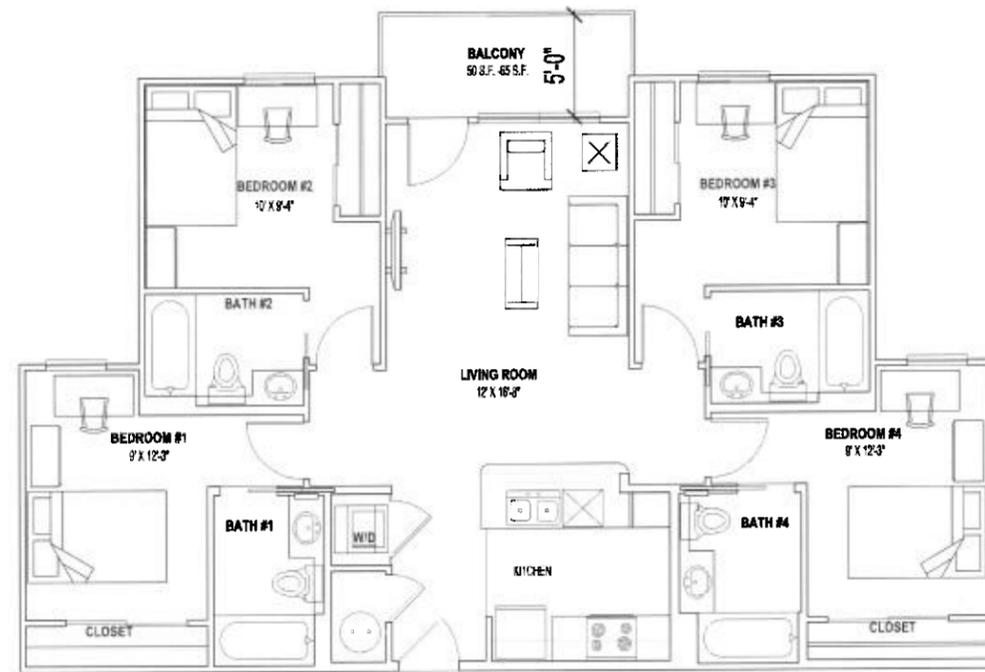


|  |   |   |
|--|---|---|
| PLAN TYPE:<br><b>CONCEPT PLAN</b>  | PROJECT NAME:<br><b>SAPPHIRE INSPIRED LIVING</b>  | A-301: UNIT PLANS   |
| ZONING CASE  | CITY OF ARLINGTON, TEXAS  | DATE: 10 - 30 - 2013  |
| OWNER:<br>WMJV SAPPHIRE .P.<br>Phone: 972.893.3622 x 103<br>Fax: 214.2420.4024 | ENGINEER/SURVEYOR:<br>4P CIVIL ENGINEERING<br>LANDSCAPE ARCHITECT:<br>HP LANDSCAPE ARCHITECTURE<br>3339 Alpha Road,<br>Suite 300 Dallas, TX 75240 | ARCHITECT:<br> <b>HUMPHREYS &amp; PARTNERS ARCHITECTS .P.</b><br>3339 Alpha Road, Suite 300 Dallas, TX 75240 (972) 701-9638 (972) 01-9639<br>www.humphreys.com harketing@humphreys.com<br>DALLAS NEWPORT BEACH NEW ORLEANS ORLANDO |



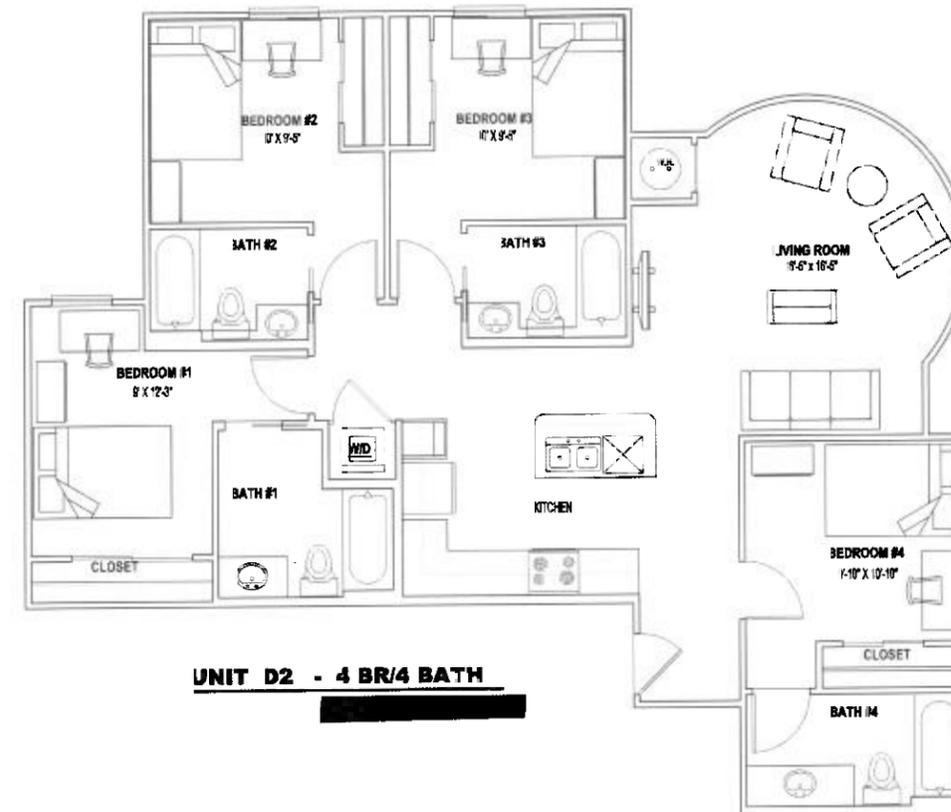
**UNIT C1 - 3 BR/3 BATH**

GROSS AREA: 1000-1100 SF.



**UNIT D1 - 4 BR/4 BATH - w/ BALCONY**

GROSS AREA: \*200-1350 SF.

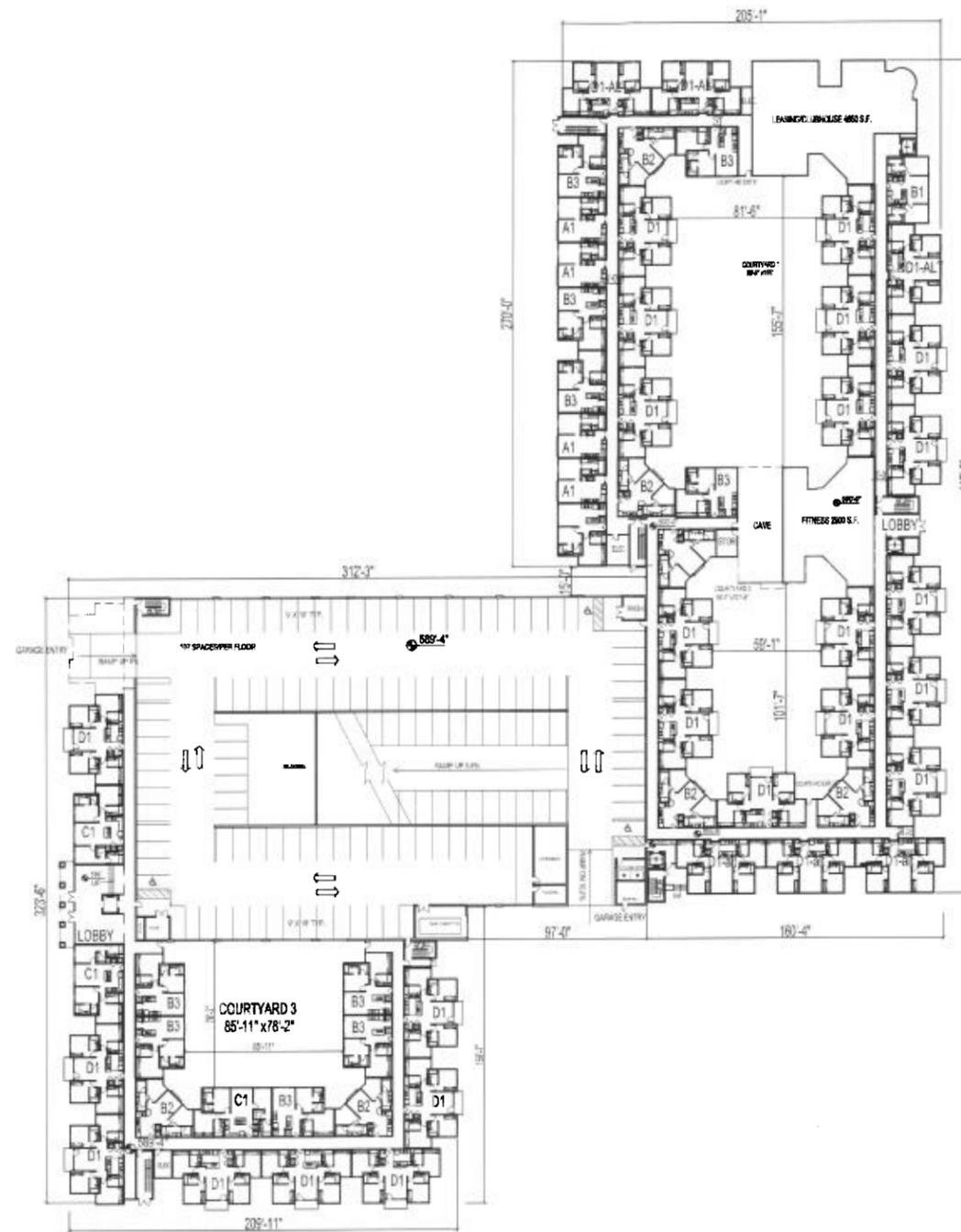


**UNIT D2 - 4 BR/4 BATH**

SCALE: 1/4" = 1'-0"



|  |   |  |
|--|---|--|
| PLAN TYPE:<br><b>CONCEPT PLAN</b><br>ZONING CASE                               | PROJECT NAME:<br><b>SAPPHIRE INSPIRED LIVING</b><br>CITY OF ARLINGTON, TEXAS  | A-302: UNIT PLANS<br>DATE: 10-30-2013  |
| OWNER:<br>MMJV SAPPHIRE LP.<br>Phone: 972.893.3622 x 103<br>Fax: 214.2420.4024 | ENGINEER/SURVEYOR:<br>HP CIVIL ENGINEERING<br>LANDSCAPE ARCHITECT:<br>HP LANDSCAPE ARCHITECTURE<br>5339 Alpha Road,<br>Suite 300 Dallas, TX 75240 | ARCHITECT:<br> HUMPHREYS & PARTNERS ARCHITECTS L.P.<br>5339 Alpha Road, Suite 300 Dallas, TX 75240 (972) 701-8538 (972) 701-9839<br>www.humphreys.com marketing@humphreys.com<br>DALLAS NEWPORT BEACH NEW ORLEANS ORLANDO |

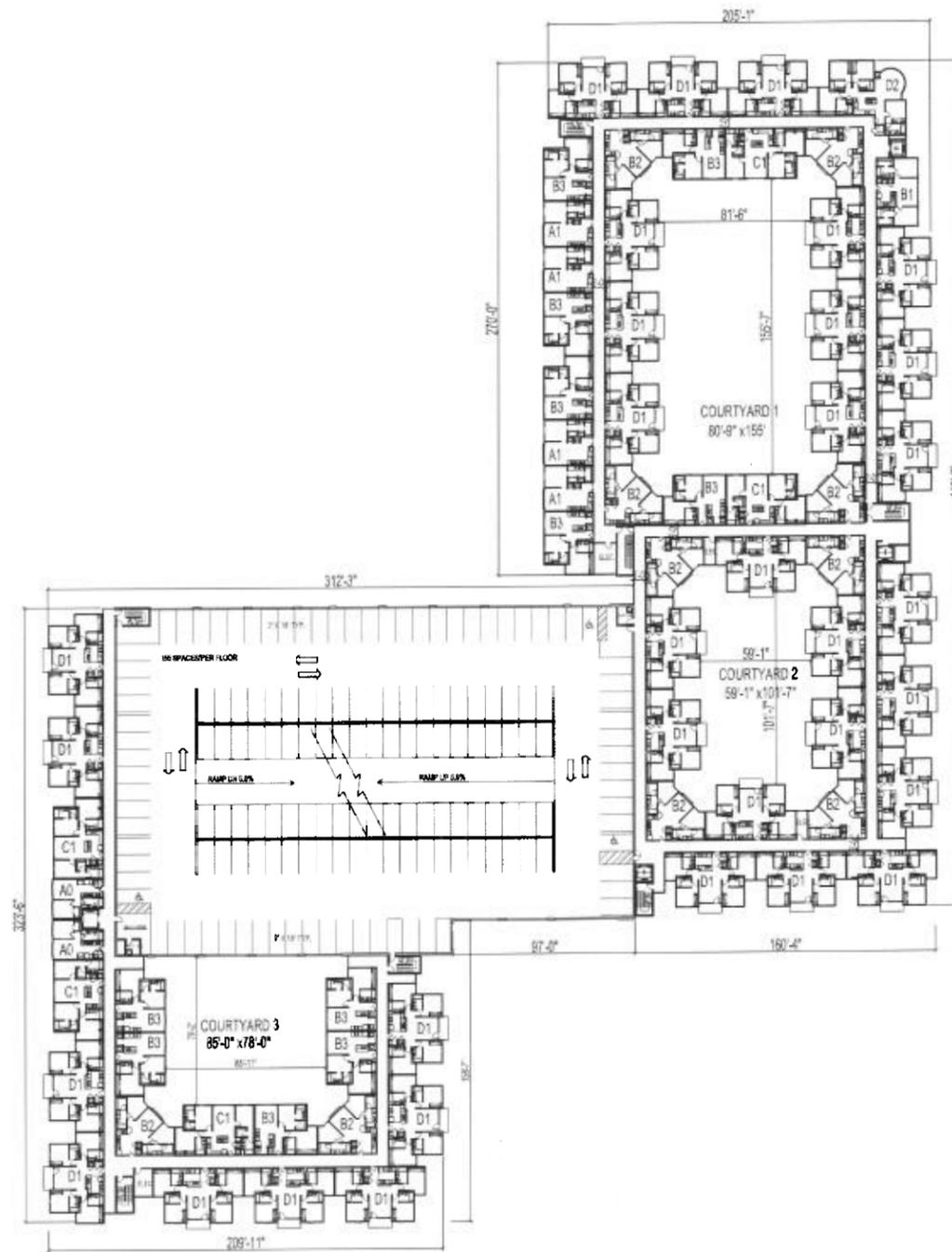


**GROUND FLOOR PLAN**

SCALE: 1" = 40'-0" (24"x36" SHEET)



|   |   |   |
|---|---|---|
| PLAN TYPE:<br><b>CONCEPT PLAN</b>   | PROJECT NAME:<br><b>SAPPHIRE INSPIRED LIVING</b>  | A-401: GROUND FLOOR PLAN  |
| ZONING CASE   | CITY OF ARLINGTON, TEXAS  | DATE: 11-8-2013   |
| OWNER:<br>MMJV SAPPHIRE L.P.<br>Phone: 972.393.8622 x 103<br>Fax: 214.2420.4024 | ENGINEER/SURVEYOR:<br>HP CIVIL ENGINEERING<br>LANDSCAPE ARCHITECT:<br>HP LANDSCAPE ARCHITECTURE<br>5339 Alpha Road,<br>Suite 300 Dallas, TX 75240 | ARCHITECT:<br> <b>HUMPHREYS &amp; PARTNERS ARCHITECTS L.P.</b><br>5339 Alpha Road, Suite 300 Dallas, TX 75240 (972) 701-9636 (972) 701-9639<br>www.humphreys.com marketing@humphreys.com<br>DALLAS NEWPORT BEACH NEW ORLEANS ORLANDO |



**TYPICAL FLOOR PLAN**

SCALE: 1" = 40'-0" (24"x36" SHEET)



|  |   |   |
|--|---|---|
| PLAN TYPE:<br><b>CONCEPT PLAN</b><br>ZONING CASE | PROJECT NAME:<br><b>SAPPHIRE INSPIRED LIVING</b><br>CITY OF ARLINGTON, TEXAS    | A-402: TYPICAL FLOOR PLAN<br>DATE: 10-31-2013   |
|  | OWNER:<br>MMLV SAPPHIRE L.P.<br>Phone: 372.893.8622 x 103<br>Fax: 214.2420.4024 | ENGINEER/SURVEYOR:<br>HP CIVIL ENGINEERING<br>LANDSCAPE ARCHITECT:<br>HP LANDSCAPE ARCHITECTURE<br>5339 Alpha Road,<br>Suite 300 Dallas, TX 75240 |





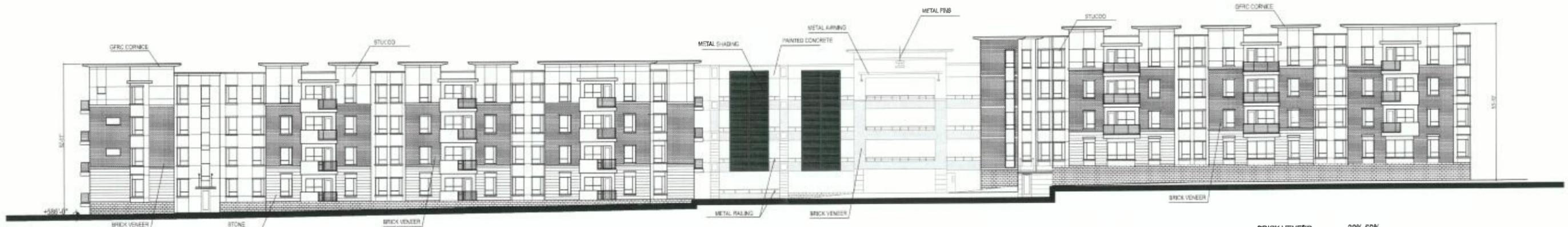
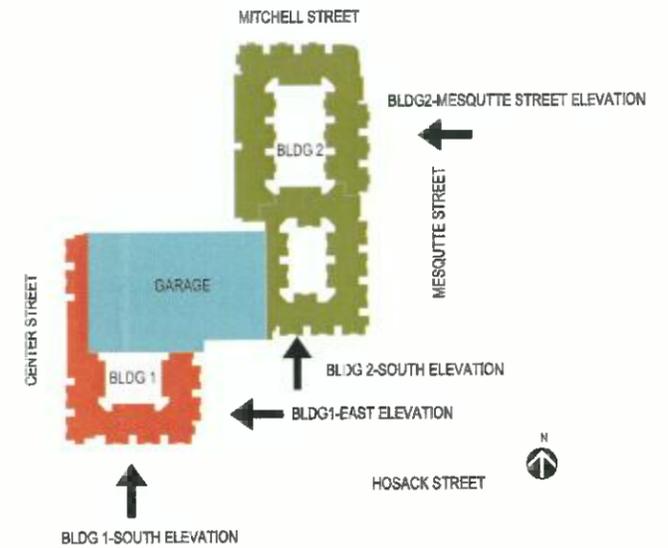
**BLDG 2 - S MESQUITE STREET ELEVATION**

BRICK VENEER 25%-40%  
 STUCCO 55%-70%  
 STONE 5%-10%



**BLDG 1 - EAST ELEVATION**

BRICK VENEER 25%-40%  
 STUCCO 50%-63%  
 STONE 5%-10%  
 PAINTED CONCRETE 2%-5%



**BLDG 1 - SOUTH ELEVATION**

BRICK VENEER 25%-40%  
 STUCCO 55%-70%  
 STONE 5%-10%

**BLDG 2 - SOUTH ELEVATION**

BRICK VENEER 30%-60%  
 STUCCO 20%-30%  
 PAINTED CONCRETE 15%-25%  
 STONE 5%-15%



|   |   |   |
|---|---|---|
| PLAN TYPE:<br><b>CONCEPT PLAN</b><br>ZONING CASE                                | PROJECT NAME:<br><b>SAPPHIRE INSPIRED LIVING</b><br>CITY OF ARLINGTON, TEXAS  | A-411: ELEVATIONS   |
|   | DATE: 11-6-2013   |   |
| OWNER:<br>MMJV SAPPHIRE L.P.<br>Phone: 972.893.8622 x 103<br>Fax: 214.2420.4024 | ENGINEER/SURVEYOR:<br>HP CIVIL ENGINEERING<br>LANDSCAPE ARCHITECT:<br>HP LANDSCAPE ARCHITECTURE<br>5339 Alpha Road,<br>Suite 300 Dallas, TX 75240 | ARCHITECT:<br> <b>HUMPHREYS &amp; PARTNERS ARCHITECTS L.P.</b><br>5339 Alpha Road, Suite 300 Dallas, TX 75240 (972) 701-4636 (972) 701-8639<br>www.humphreys.com hpa@hpa.com hpa@hpa.com<br>DALLAS NEWPORT BEACH NEW ORLEANS ORLANDO |



**BLDG 1 - CENTER STREET ELEVATION**

BRICK VENEER 25%-40%  
 STUCCO 50%-65%  
 STONE 5%-15%



**BLDG 2 - WEST ELEVATION**

BRICK VENEER 25%-40%  
 STUCCO 55%-70%  
 STONE 5%-10%

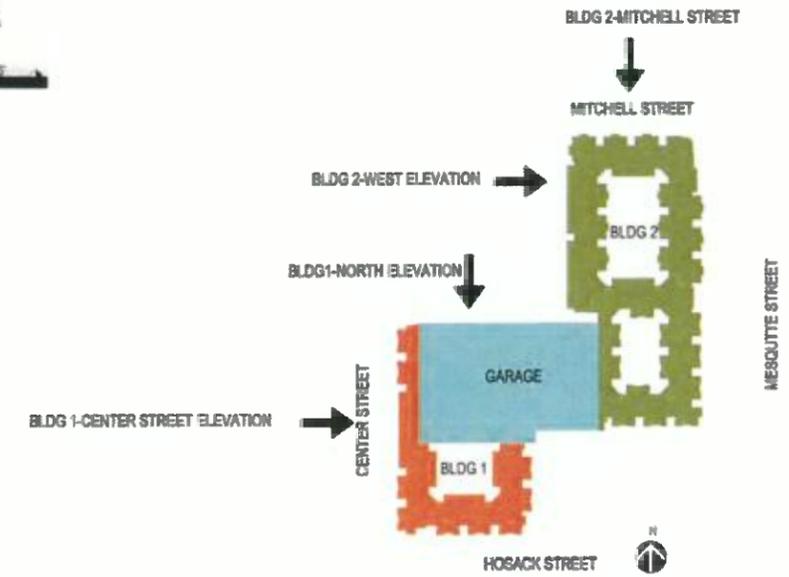


**BLDG 2 - MITCHELL STREET ELEVATION**

BRICK VENEER 25%-40%  
 STUCCO 55%-70%  
 STONE 6%-10%

**BLDG 1 - NORTH ELEVATION**

BRICK VENEER 30%-40%  
 STUCCO 20%-30%  
 PAINTED CONCRETE 15%-25%



|  |   |   |  |
|--|---|---|--|
| PLAN TYPE:<br><b>CONCEPT PLAN</b><br>ZONING CASE                               | PROJECT NAME:<br><b>SAPPHIRE INSPIRED LIVING</b><br>CITY OF ARLINGTON, TEXAS  | <b>A-410: ELEVATIONS</b>  |  |
|  |   | DATE: 10 - 30 - 2013  |  |
| OWNER:<br>MMJV SAPPHIRE LP.<br>Phone: 972.893.8622 x 103<br>Fax: 214.2420.4024 | ENGINEER/SURVEYOR:<br>HP CIVIL ENGINEERING<br>LANDSCAPE ARCHITECT:<br>HP LANDSCAPE ARCHITECTURE<br>5339 Alpha Road,<br>Suite 300 Dallas, TX 75240 | ARCHITECT:<br> <b>HUMPHREYS &amp; PARTNERS ARCHITECTS L.P.</b><br>5339 Alpha Road, Suite 300 Dallas, TX 75240 (972) 701-0838 (972) 701-0838<br>www.humphreys.com marketing@humphreys.com<br>DALLAS NEWPORT BEACH NEW ORLEANS ORLANDO |  |



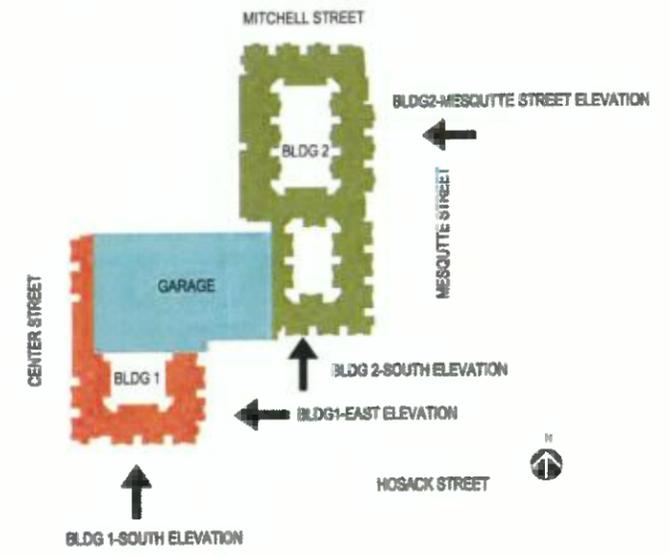
**BLDG 2 - S MESQUITE STREET ELEVATION**

BRICK VENEER 25%-40%  
 STUCCO 55%-70%  
 STONE 5%-10%



**BLDG1 -EAST ELEVATION**

BRICK VENEER 25%-40%  
 STUCCO 90%-85%  
 STONE 5%-10%  
 PAINTED CONCRETE 2%-5%



**BLDG1-SOUTH ELEVATION**

BRICK VENEER 25%-40%  
 STUCCO 55%-70%  
 STONE 5%-10%

**BLDG 2-SOUTH ELEVATION**

BRICK VENEER 30%-50%  
 STUCCO 20%-30%  
 PAINTED CONCRETE 15%-25%  
 STONE 5%-15%



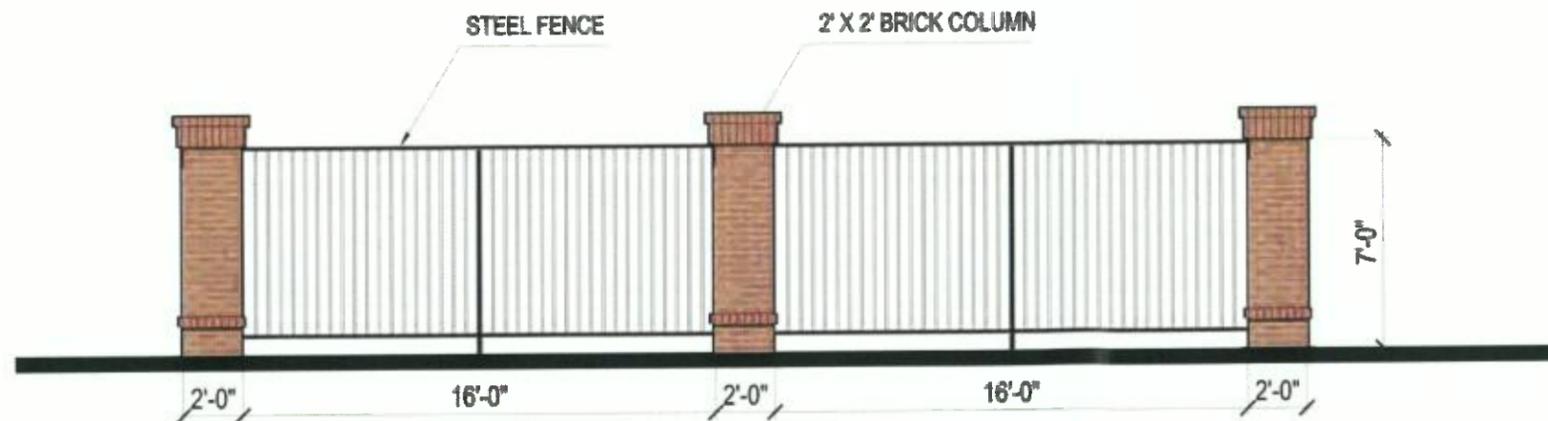
|  |   |   |
|--|---|---|
| PLAN TYPE:<br><b>CONCEPT PLAN</b><br>ZONING CASE                               | PROJECT NAME:<br><b>SAPPHIRE INSPIRED LIVING</b><br>CITY OF ARLINGTON, TEXAS  | A-411: ELEVATIONS   |
|  |   | DATE: 10-30-2013  |
| OWNER:<br>MMJV SAPPHIRE LP.<br>Phone: 972.993.8622 x 103<br>Fax: 214.2420.4024 | ENGINEER/SURVEYOR:<br>HP CIVIL ENGINEERING<br>LANDSCAPE ARCHITECT:<br>HP LANDSCAPE ARCHITECTURE<br>5339 Alpha Road,<br>Suite 300 Dallas, TX 75240 | ARCHITECT:<br> <b>HUMPHREYS &amp; PARTNERS ARCHITECTS L.P.</b><br>5339 Alpha Road, Suite 300 Dallas, TX 75240 (972) 701-9636 (972) 701-9639<br>www.humphreys.com hpa@humphreys.com<br>DALLAS NEWPORT BEACH NEW ORLEANS ORLANDO |



TYPICAL FENCE ELEVATION - WITH WOOD INFILL



TYPICAL FENCE ELEVATION



TYPICAL FENCE ELEVATION - BRICK COLUMN WITH STEEL

|  |   |   |
|--|---|---|
| PLAN TYPE:<br>CONCEPT PLAN<br>ZONING CASE                                      | PROJECT NAME:<br><b>SAPPHIRE INSPIRED LIVING</b><br>CITY OF ARLINGTON, TEXAS  | A-301: IRON FENCE DETAIL  |
|  |   | DATE: 9-23-2013   |
| OWNER:<br>MMJV SAPPHIRE LP.<br>Phone: 972.893.9622 x 103<br>Fax: 214.2420.4024 | ENGINEER/SURVEYOR:<br>HP CIVIL ENGINEERING<br>LANDSCAPE ARCHITECT:<br>HP LANDSCAPE ARCHITECTURE<br>5339 Alpha Road,<br>Suite 300 Dallas, TX 75240 | ARCHITECT:<br> <b>HUMPHREYS &amp; PARTNERS ARCHITECTS L.P.</b><br>5339 Alpha Road, Suite 300 Dallas, TX 75240 (972) 701-8838 (972) 701-8838<br>www.humphreys.com marketing@humphreys.com<br>DALLAS NEWPORT BEACH NEW ORLEANS ORLANDO |

# Case Information



**Applicant:** Stark Enterprises represented by Rhonda Singer

**Property Owner:** Stark Enterprises represented by Ezra Stark

**Sector Plan:** Central

**Council District:** 5

**Allowable Uses:** Proposed revision to Planned Development for multi-family at 58.5 units per acre

**Development History:** The subject site is a combination of platted tracts of land. The request includes Sapphire Addition, Block A, Lot 1, Sue L. David Addition, Lot 1, and the R.A. Mitchell Addition, Block 8, Lots 11 and 12. A replat will be required to be filed with the County prior to the development of the site.

On November 9, 2011, SLP11-4 was approved by the Planning and Zoning Commission by a vote of 9-0-0.

On January 24, 2012, City Council approved PD11-10 requesting a PD for multi-family uses, with a Development Plan by a vote of 6-2-0, subject to conditions.

On January 7, 2014, City Council approved PD13-16 requesting a PD for multi-family uses, with a Development Plan by a vote of 9-0-0.

**Transportation:** The proposed development has access from South Center Street, South Mesquite Street, and Hosack Street.

| Thoroughfare          | Existing   | Proposed   |
|-----------------------|--|--|
| South Center Street   | 60-foot, one-way, 3-lane undivided, Major Arterial | 60-foot, one-way, 3-lane undivided, Major Arterial |
| South Mesquite Street | 60-foot, one-way, 3-lane undivided, Major Arterial | 60-foot, one-way, 3-lane undivided, Major Arterial |
| Hosack Street         | 50-foot, 2-lane undivided Local Street             | 50-foot, 2-lane undivided Local Street             |

**Water & Sewer:** Water is available to the subject site. Sewer will have to be replaced and relocated due to the proposed building configuration.

**Drainage:** The site is located in the Johnson Creek drainage basin. No portion of the site is located within the FEMA floodplain and no significant drainage impacts are expected to result from

# Case Information



development of this site, as long as the developer complies with all relevant city ordinances.

**Fire:**

Fire Station Number 1, located at 401 West Main Street, provides protection to this site. The estimated fire response time is less than five minutes, which is in keeping with recommended standards.

**Notices Sent:**

Neighborhood

Associations:

ACTION North Arlington  
Arlington Independent School District  
Arlington Alliance for Responsible Government  
Arlington Neighborhoods  
East Arlington Review  
Far South Arlington Neighborhood Association  
Forest Hills HOA  
Northern Arlington Ambience  
West Citizen Action Network (WeCan)  
Heart of Arlington Neighborhood Association  
Stratford Court HOA

Property Owners: 56  
Letters of Support: 1  
Letter of Opposition: 0

**PLANNING AND ZONING COMMISSION SUMMARY:**

Public Hearing: September 7, 2016

Zoning Case PD13-16R1 (Liv + Arlington – 1001 South Center Street; 206 East Mitchell Street; 107 and 109 Hosack Street)

Application for approval of a revision to the development plan on approximately 4.51 acres currently zoned Planned Development (PD) for Multi-Family uses, with a Development Plan; generally located south of East Mitchell Street and east of South Center Street.

Present to speak in support of this case was Rebecca Hegyes 1350 West 3<sup>rd</sup> Street, Cleveland, OH 44118. Present in support of this case were Amy Haney, 1350 West 3<sup>rd</sup> Street, Cleveland, OH 44118, Catherine Thomas, 400 East 1<sup>st</sup> Street, Arlington, TX 76010, Richard Thomas, 400 East 1<sup>st</sup> Street, Arlington, TX 76010, and Rebecca Boxall, 2028 Mill Creek Drive, Arlington, TX 76010.

Commissioner Croxton moved to Approve Zoning Case PD13-16R1. Seconded by Commissioner Smith III. The motion was approved by a vote of 7-0-0.

**APPROVED**

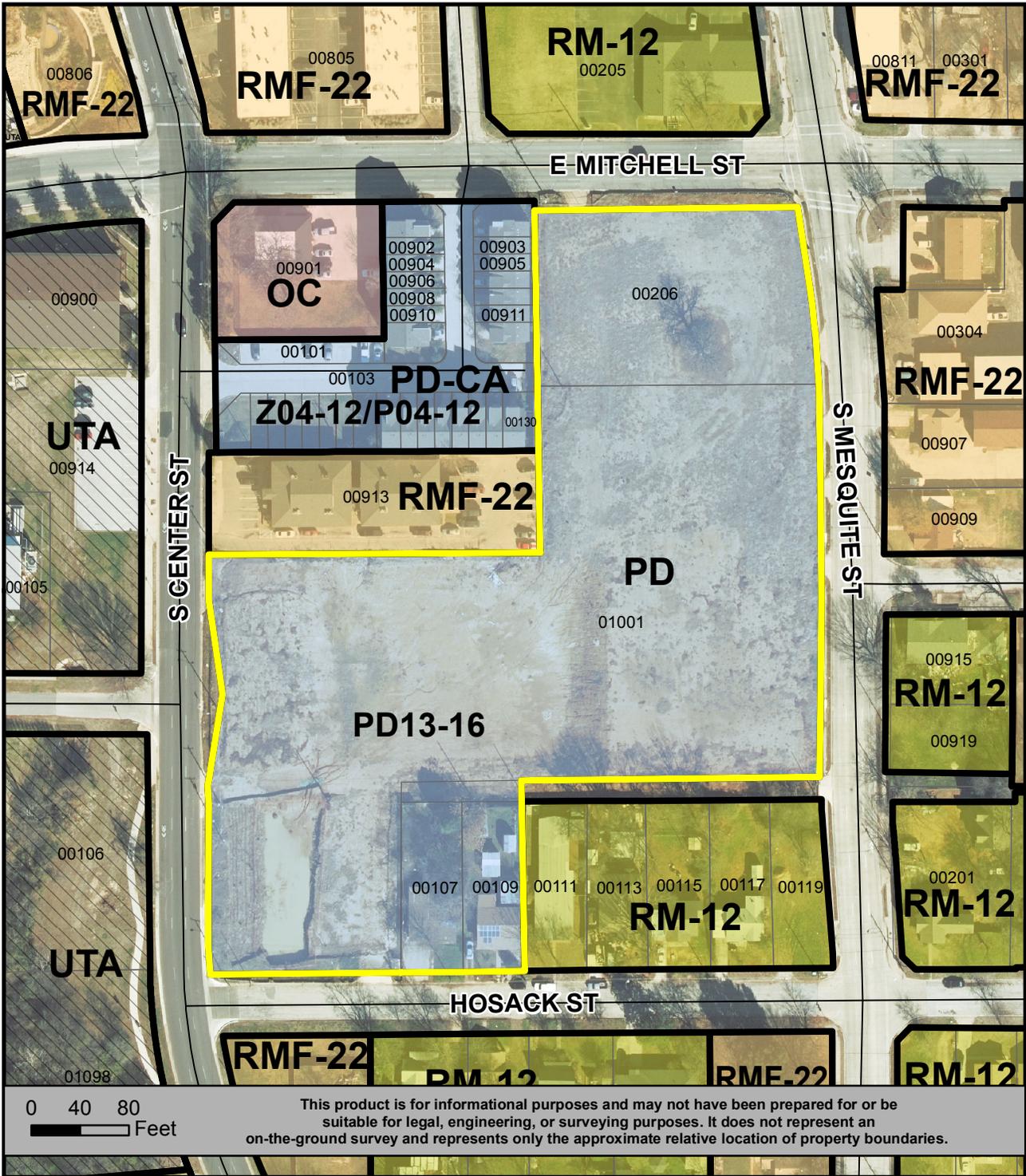
# ***Itemized Allowable Uses***

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**Allowable Uses:**

**Permitted** – Planned Development for multi-family at 58.5 dwelling units per acre



**LOCATION MAP  
PD13-16R1**

**REVISED DEVELOPMENT PLAN  
4.51 ACRES**



**PD13-16R1**

PD for Multi-family, with a Development Plan  
South of East Mitchell Street and east of South Center Street



View of subject site from the northern boundary,  
View south.



View of subject site from Hosack Street. View  
north.



View of property across South Mesquite Center.  
View east.



View of public hearing signs posted along South  
Center Street. View south.

# Staff Report



## Hotel Occupancy Tax Ordinance Amendment

City Council Meeting Date: 9-20-16 | Document Being Considered: Ordinance

### **RECOMMENDATION**

Approve first reading of an ordinance amending Article IV, Hotel Occupancy Tax and Article VIII, Additional Hotel Occupancy Tax, of the "Taxation" Chapter of the Code of the City of Arlington, Texas, 1987, relative to the provisions for collecting, reporting, paying, exceptions, exemptions and penalties, effective January 1, 2017.

### **PRIOR BOARD OR COUNCIL ACTION**

On November 3, 2009, Council amended the "Taxation" Chapter of the code of the City of Arlington, Texas, 1987, through the amendment of Article IV, Hotel Occupancy Tax and Article VIII, Additional Hotel Occupancy Tax, through the adoption of Ordinance No. 09-072.

### **ANALYSIS**

Currently, the City and State of Texas ("State") have minor differences regarding the remittance of Hotel Occupancy Tax ("HOT") payments. These differences have caused some confusion among HOT taxpayers. To alleviate the confusion, this ordinance amends the City requirements to be similar to the State requirements. The primary difference is the timing of payment. Today, the City requires quarterly submission, while the State requires monthly submission of State HOT. With a change to a monthly submission, the City expects to have greater compliance. Other revisions include adding to the City HOT ordinance comparable State definitions and a penalty amount may not be less than one dollar as well as clarifying an exception and exemption.

### **FINANCIAL IMPACT**

The changing of the submission deadlines is expected to have an impact on the timeliness of payments, resulting in improved cash flow and reducing the amount of time currently dedicated to collecting delinquent tax payments.

### **ADDITIONAL INFORMATION**

|   |           |
|---|-----------|
| Attached:                                 | Ordinance |
| Under separate cover:                     | None      |
| Available in the City Secretary's Office: | None      |

### **STAFF CONTACT(S)**

Mike Finley  
Director of Finance  
817-459-6345  
[Mike.Finley@arlingtontx.gov](mailto:Mike.Finley@arlingtontx.gov)

Ethan Klos  
Treasurer  
817-459-6303  
[Ethan.Klos@arlingtontx.gov](mailto:Ethan.Klos@arlingtontx.gov)

Ordinance No. \_\_\_\_\_

An ordinance amending the “Taxation” Chapter of the Code of the City of Arlington, Texas, 1987, through the amendment of Article IV, Hotel Occupancy Tax, Section 4.01, Definitions, by the amendment of the definition of “Hotel”, and the addition of the definitions of “Monthly Period” and “Short-term Rental”; Section 4.02, Tax Authorized; Tax Rate; Exceptions to Tax, Subsection (C), by the addition of Subsection (4); Section 4.03, Exemptions and Refunds, Subsection (B); Section 4.04, Collection; Payment to City; Fee; Section 4.05, Reports; and Section 4.08, Penalties, Subsection (C); and through the amendment of Article VIII, Additional Hotel Occupancy Tax, Section 8.01, Definitions, by the amendment of the definition of “Hotel”, and the addition of the definitions of “Monthly Period” and “Short-term Rental”; Section 8.02, Tax Authorized; Tax Rate; Exceptions to Tax, Subsection (C), by the addition of Subsection (4); Section 8.04, Exemptions and Refunds, Subsection (B); Section 8.05, Collection; Payment to City; Fee; Statement of Tax Purpose Required; Section 8.06, Reports; Section 8.09, Penalties, Subsection (C); relative to collecting, reporting, paying, exceptions, exemptions and penalties; and providing for a fine of up to \$500 for each offense in violation of the ordinance; providing this ordinance be cumulative; providing for severability, governmental immunity, injunctions and publication; and becoming effective January 1, 2017

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

1.

That the “**Taxation**” Chapter of the Code of the City of Arlington, Texas, 1987, is hereby amended through the amendment of **Article IV, Hotel Occupancy Tax, Section 4.01, Definitions**, by the amendment of the definition of “Hotel”, and the addition of the definitions of “Monthly Period” and “Short-term Rental”, so that said definitions shall be and read as follows:

“**Hotel**” shall mean any building or complex of buildings, trailer, converted railroad pullman car, or any other facility in which the public may, for a consideration, obtain sleeping accommodations. The term shall include hotels, motels, tourist homes, houses or courts, lodging houses, inns, rooming houses, trailer houses, trailer motels, parked railroad pullman cars used for sleeping accommodations and not involving the transportation of travelers, dormitory where bed space is rented, apartments not occupied

by permanent residents, and all other facilities where rooms or sleeping facilities or space are furnished for a consideration. The term does not include:

1. a hospital, sanitarium, or nursing home; or
2. a dormitory or other housing facility owned or leased and operated by an institution of higher education or a private or independent institution of higher education, as those terms are defined by Section 61.003 of the Texas Education Code, as amended, that is used by the institution for the purpose of providing sleeping accommodations for persons engaged in an educational program or activity at the institution; or
3. an oilfield portable unit, as defined by Section 152.001 of the Texas Tax Code, as amended.

“**Monthly Period**” shall mean the regular calendar months of the year.

“**Short-term Rental**” shall mean the rental of all or part of a residential property to a person who is not a permanent resident under Section. 156.101 of the Texas Tax Code, as amended.

Further, **Article IV, Section 4.02, Tax Authorized; Tax Rate; Exceptions to Tax**, Subsection (C), is hereby amended by the addition of Subsection (4) so that hereafter said Subsection shall be and read as follows:

4. Cost paid for food served by hotel and cost of personal services performed by the hotel for the person except for those services related to cleaning and readying the room for use or possession.

Further, **Article IV, Section 4.03, Exemptions and Refunds**, Subsection (B), is hereby amended so that hereafter said Subsection shall be and read as follows:

- B. A state governmental entity described in Section 156.103(b) of the Texas Tax Code, as amended, shall pay the tax imposed by this article, but is entitled to a refund of the tax paid.

Further, **Article IV, Section 4.04, Collection; Payment to City; Fee**, is hereby amended so that hereafter said Section shall be and read as follows:

**Section 4.04 Collection; Payment to City; Fee**

- A. Every person owning, operating, managing or controlling any hotel shall collect the tax imposed under this article and pay same to the City with the report required in accordance with all requirements and procedures set forth in this article.

- B. The tax shall be submitted to the Director on or before the 20th day of the month following each monthly period unless the taxpayer qualifies to submit taxes quarterly.
- C. If taxpayer owes less than \$500 for a monthly period or \$1,500 for a quarterly period, the taxpayer qualifies to submit the tax quarterly to the Director payable on the 20<sup>th</sup> day after the end of the quarterly period.

Further, **Article IV, Section 4.05, Reports**, is hereby amended so that hereafter said Section shall be and read as follows:

**Section 4.05 Reports**

- A. Every person required to collect the tax by this article shall file a report with the Director in the form required by the Director to accurately reflect the amount of taxes owed.
- B. Reports shall be submitted to the Director on or before the 20th day of the month following each monthly period unless the taxpayer qualifies to submit reports quarterly.
- C. If taxpayer owes less than \$500 for a monthly period or \$1,500 for a quarterly period, the taxpayer qualifies to submit report quarterly to the Director payable on the 20<sup>th</sup> day after the end of the quarterly period.

Further, **Article IV, Section 4.08, Penalties**, Subsection (C), is hereby amended so that hereafter said Subsection shall be and read as follows:

- C. In addition to any criminal penalties imposed under Subsection (B) of this section, a person shall pay five percent (5%) of the tax due as a penalty if the person fails to pay the tax or file the report as required by this article by the due date. An additional penalty of five percent (5%) of the tax due shall be paid if the tax is not paid within thirty (30) days from the date the tax was due. Another penalty of five percent (5%) of the tax due shall be paid if the tax is not paid within sixty (60) days from the date the tax was due. The penalties provided by this subsection may never be less than One Dollar (\$1.00). Delinquent taxes shall draw interest at the rate of ten percent (10%) per annum beginning sixty (60) days from the date the tax was due.

Further, **Article VIII, Additional Hotel Occupancy Tax, Section 8.01, Definitions**, is hereby amended by the amendment of the definition of “Hotel”, and the addition of the definitions of “Monthly Period” and “Short-term Rental”, so that said definitions shall be and read as follows:

**“Hotel”** shall mean any building or complex of buildings, trailer, converted railroad pullman car, or any other facility in which the public may, for a consideration, obtain sleeping accommodations. The term shall include hotels, motels, tourist homes, houses or courts, lodging houses, inns, rooming houses, trailer houses, trailer motels, parked railroad pullman cars used for sleeping accommodations and not involving the transportation of travelers, dormitory where bed space is rented, apartments not occupied by permanent residents, and all other facilities where rooms or sleeping facilities or space are furnished for a consideration. The term does not include:

1. a hospital, sanitarium, or nursing home; or
2. a dormitory or other housing facility owned or leased and operated by an institution of higher education or a private or independent institution of higher education, as those terms are defined by Section 61.003 of the Texas Education Code, as amended, that is used by the institution for the purpose of providing sleeping accommodations for persons engaged in an educational program or activity at the institution; or
3. an oilfield portable unit, as defined by Section 152.001 of the Texas Tax Code, as amended.

**“Monthly Period”** shall mean the regular calendar months of the year.

**“Short-term Rental”** shall mean the rental of all or part of a residential property to a person who is not a permanent resident under Section 156.101 of the Texas Tax Code, as amended.

Further, **Article VIII, Section 8.02, Tax Authorized; Tax Rate; Exceptions to Tax**, Subsection (C), is hereby amended by the addition of Subsection (4), so that hereafter said Subsection shall be and read as follows:

4. Cost paid for food served by hotel and cost of personal services performed by the hotel for the person except for those services related to cleaning and readying the room for use or possession.

Further, **Article VIII, Section 8.04, Exemptions and Refunds**, Subsection (B), is hereby amended so that hereafter said Subsection shall be and read as follows:

- B. A state governmental entity described in Section 156.103(b) of the Texas Tax Code, as amended, shall pay the tax imposed by this article, but is entitled to a refund of the tax paid.

Further, **Article VIII, Section 8.05, Collection; Payment to City; Fee; Statement of Tax Purpose Required**, is hereby amended so that hereafter said Section shall be and read as follows:

**Section 8.05 Collection; Payment to City; Fee; Statement of Tax Purpose Required**

- A. Every person owning, operating, managing or controlling any hotel shall collect the tax imposed under this article and pay same to the City with the report in accordance with all the requirements and procedures set forth in this article.
- B. The tax shall be submitted to the Director on or before the 20th day of the month following each monthly period unless the taxpayer qualifies to submit taxes quarterly.
- C. If taxpayer owes less than \$500 for a monthly period or \$1,500 for a quarterly period, the taxpayer qualifies to submit the tax quarterly to the Director payable on the 20<sup>th</sup> day after the end of the quarterly period.
- D. Each bill or other receipt for a hotel charge subject to the tax imposed by this article must contain a statement in a conspicuous location stating;

"The City of Arlington requires that an additional tax of two percent (2%) be imposed on each hotel charge for the purpose of financing a project, consisting of the Dallas Cowboys Complex Development Project approved by the voters of the City on November 2, 2004."

Further, **Article VIII, Section 8.06, Reports**, is hereby amended so that hereafter said Section shall be and read as follows:

**Section 8.06 Reports**

- A. Every person required to collect the tax by this article shall file a report with the Director in the form required by the Director to accurately reflect the amount of taxes owed.
- B. Reports shall be submitted to the Director on or before the 20th day of the month following each monthly period unless the taxpayer qualifies to submit reports quarterly.
- C. If taxpayer owes less than \$500 for a monthly period or \$1,500 for a quarterly period, the taxpayer qualifies to submit report quarterly to the Director payable on the 20<sup>th</sup> day after the end of the quarterly period.

Further, **Article VIII, Section 8.09, Penalties**, Subsection (C), is hereby amended so that hereafter said Subsection shall be and read as follows:

- C. In addition to any criminal penalties imposed under Subsection (B) of this section, a person shall pay five percent (5%) of the tax due as a penalty if the person fails to pay the tax or file the report as required by this article by the due date. An

additional penalty of five percent (5%) of the tax due shall be paid if the tax is not paid within thirty (30) days from the date the tax was due. Another penalty of five percent (5%) of the tax due shall be paid if the tax is not paid within sixty (60) days from the date the tax was due. The penalties provided by this subsection may never be less than One Dollar (\$1.00). Delinquent taxes shall draw interest at the rate of ten percent (10%) per annum beginning sixty (60) days from the date the tax was due.

2.

Any person, firm, corporation, agent or employee thereof who violates any of the provisions of this ordinance shall be guilty of a misdemeanor and upon conviction thereof shall be fined an amount not to exceed Five Hundred and No/100 Dollars (\$500) for each offense. Each day that a violation is permitted to exist shall constitute a separate offense.

3.

This ordinance shall be and is hereby declared to be cumulative of all other ordinances of the City of Arlington, and this ordinance shall not operate to repeal or affect any of such other ordinances except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this ordinance, in which event such conflicting provisions, if any, in such other ordinance or ordinances are hereby repealed.

4.

If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be unconstitutional, such holding shall not affect the validity of the remaining portions of this ordinance.

5.

All of the regulations provided in this ordinance are hereby declared to be governmental and for the health, safety and welfare of the general public. Any member of the City Council or any City official or employee charged with the enforcement of this ordinance, acting for the City of Arlington in the discharge of his/her duties, shall not thereby render himself/herself personally liable; and he/she is hereby relieved from all personal liability for any damage that might accrue to persons or property as a result of any act required or permitted in the discharge of his/her said duties.

6.

Any violation of this ordinance can be enjoined by a suit filed in the name of the City of Arlington in a court of competent jurisdiction, and this remedy shall be in addition to any penal provision in this ordinance or in the Code of the City of Arlington.

7.

The caption and penalty clause of this ordinance shall be published in a newspaper of general circulation in the City of Arlington, in compliance with the provisions of Article VII, Section 15, of the City Charter. Further, this ordinance may be published in pamphlet form and shall be admissible in such form in any court, as provided by law.

8.

This ordinance shall become effective January 1, 2017.

PRESENTED AND GIVEN FIRST READING on the \_\_\_\_\_ day of \_\_\_\_\_, 2016, at a regular meeting of the City Council of the City of Arlington, Texas; and GIVEN SECOND READING, passed and approved on the \_\_\_\_\_ day of \_\_\_\_\_, 2016, by a vote of \_\_\_\_\_ ayes and \_\_\_\_\_ nays at a regular meeting of the City Council of the City of Arlington, Texas.

\_\_\_\_\_  
W. JEFF WILLIAMS, Mayor

ATTEST:

\_\_\_\_\_  
MARY W. SUPINO, City Secretary

APPROVED AS TO FORM:  
TERIS SOLIS, City Attorney

BY  \_\_\_\_\_