



**City of Willow Park
City Council
Regular Meeting Agenda
Municipal Complex
516 Ranch House Rd, Willow Park, TX 76087
Tuesday, March 8, 2022, at 7:00 p.m.**

Call to Order and the roll of elected and appointed officers will be taken

Pledge of Allegiance and Invocation

Proclamation

Presentation to Children's Advocacy Center of Parker County and Lynch Legacy Realty Group.

Public Comments (Limited to three minutes per person)

Residents may address the Council regarding an item that is not listed on the agenda. Residents must complete a speaker form and turn it in to the City Secretary five (5) minutes before the start of the meeting. The Rules of Procedure states that comments are to be limited to three (3) minutes. The Texas Open Meetings Act provides the following:

- A. If, at a meeting of a governmental body, a member of the public or of the governmental body inquires about a subject for which notice has not been given as required by this subchapter, the notice provisions of this subchapter do not apply to:
 - (1) A statement of specific factual information given in response to the inquiry; or
 - (2) A recitation of existing policy in response to the inquiry.
- B. Any deliberation of or decision about the subject of the inquiry shall be limited to a proposal to place the subject on the agenda for a subsequent meeting.

Consent Agenda

All matters listed in the Consent Agenda are considered to be routine by the City Council and will be enacted by one motion. There will not be a separate discussion of these items. If discussion is desired, that item will be removed from the consent agenda and will be considered separately.

- A. Approve City Council Meeting Minutes – Regular Meetings on February 8, 2022.

Regular Agenda Items

1. Discussion/Action: to accept a letter of resignation from Councilman Tyler VanSant, Place 2.

2. Discussion/Action: to appoint a candidate to fill the vacant City Councilmember, Place 2 Seat.
3. Discussion/Action: to adopt an ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILLOW PARK, TEXAS, ORDERING THE CANCELLATION OF THE GENERAL ELECTION SCHEDULED FOR MAY 7, 2022; DECLARING THE UNOPPOSED CANDIDATES FOR COUNCILMEMBER FOR PLACE NO. 3, A COUNCILMEMBER FOR PLACE NO. 4, AND A COUNCILMEMBER FOR PLACE NO. 5; TO BE ELECTED TO OFFICE.
4. Consideration/Action: Approving Agreement with Jacob & Martin to Provide Professional Services to Analyze/Study Water and Wastewater Impact Fees.
5. Discussion/Action: to consider engineering service provider to complete project implementation for the American Rescue Plan Act (ARP Act) funding administered by the U.S. Department of the Treasury, other Federal or State Agency.
6. Discussion/Action: to consider awarding a contract for Mowing & Lawn Maintenance Services for 2022-24.
7. Discussion/Action: to adopt an ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILLOW PARK, TEXAS PROVIDING FOR AN UPDATED RECORDS MANAGEMENT POLICY OF THE CITY OF WILLOW PARK; AMENDING ARTICLE 1.08 OF THE CITY OF WILLOW PARK CODE OF ORDINANCES.
8. Discussion/Action: to authorize the City Manager to approve proposals with Records Consultants, Inc. (RCI), for the processing of inactive records at the City of Willow Park in accordance with the Records Retention Schedules published by the Texas State Library and Archives Commission (TSLAC).
9. Discussion/Action: The City Council shall consider participation in the settlements reached by the Texas Attorney General with Endo Pharmaceuticals and Teva Pharmaceuticals and authorize the City Administrator to sign election and release forms and any other documents necessary to participate in the settlements.
10. Discussion/Action: to consider future agenda items.

Informational

- A. Mayor & Council Member Comments
- B. City Manager's Comments

Executive Session It is anticipated that all, or a portion of the discussion of the foregoing item will be conducted in closed executive session under authority of the Section 551 of the Texas Open Meetings Act. However, no action will be taken on this item until the City Council reconvenes in open session.

RECONVENE into Open Session and consider action, if any, on the item discussed in Executive Session.

Adjournment

The City Council may convene a public meeting and then recess into closed executive session, to discuss any of the items listed on this agenda, if necessary, and if authorized under chapter 551 of the Texas Government Code. Situations in which a closed executive session may be authorized by law include, without limitation; (1) consulting with the Council's attorney to seek or receive legal advice concerning pending or contemplated litigation, a settlement offer, or any other matter in which the ethical duty of the attorney to the Council clearly conflicts with the general requirement that all meetings be open, § 551.071; (2) discussing the purchase, exchange, lease, or value of real property, § 551.072; (3) discussing a prospective gift or donation, § 551.073; (4) discussing certain personnel matters, §551.074; and (5) discussing security personnel or devices, § 551.076.

CERTIFICATION I, the undersigned authority, does hereby certify that this Notice of a Meeting was posted on the bulletin board at City Hall, 516 Ranch House Road, a place convenient and readily accessible to the general public at all times, and said Notice was posted on the following date and time: March 4, 2022, at 2:00 p.m. and remained so posted continuously for at least 72 hours before said meeting is to convene.



Crystal R. Dozier, TRMC
City Secretary



The City Hall is wheelchair accessible and accessible parking spaces are available. Persons with disabilities who plan to attend this meeting and who may need auxiliary aids or services such as interpreters for persons who are deaf or hearing impaired, readers, or large print, are requested to contact the City Secretary's Office at 817-441-7108, or by email at cdozier@willowpark.org. Requests should be made at least 48 hours prior to the meeting. This agenda is posted on the city's web site at www.willowpark.org



A Proclamation Honoring The Zonta Club International

***WHEREAS,** the Children's Advocacy Center of Parker County is a non-profit organization which serves child abuse victims in Parker County; established to end the cycle of abuse by giving children a voice;*

***WHEREAS,** the mission of Children's Advocacy Center of Parker County is to reduce the emotional trauma of child abuse victims, support the prevention of child abuse through community education, and promote the effective prosecution of those who perpetrate crimes against children;*

***WHEREAS,** the Children's Advocacy Center of Parker County provides services which include immediate crisis intervention, forensic interviews, forensic exams, family advocacy, mental health services, and community education; and it provides hope, healing, and justice to victims of child abuse by giving children a safe, non-institutional environment where they can tell their story;*

***NOW, THEREFORE I,** Mayor Doyle Moss, declare the Children's Advocacy Center of Parker County to be an integral part of making our community a place where children are protected and valued, and the City of Willow Park supports the mission of this valuable resource for Parker County.*

***IN WITNESS WHEREOF,** I have set my hand and caused the seal of Willow Park Texas, to be affixed this 8th day of March, 2022.*

Mayor Doyle Moss

Attest:

Crystal R. Dozier, City Secretary



**City of Willow Park
City Council
Regular Meeting Minutes
Municipal Complex
516 Ranch House Rd, Willow Park, TX 76087
Tuesday, February 8, 2022, at 7:00 p.m.**

Call to Order

Mayor Pro Tem Lea Young called the meeting to order at 7:01 P.M.

Present:

Mayor Doyle Moss
Councilmember Eric Contreras
Councilmember Tyler VanSant
Councilmember Greg Runnebaum
Councilmember Nathan Crummel

Absent: Mayor Pro Tem Lea Young

Staff Present:

City Manager Bryan Grimes
City Attorney Pat Chesser
City Secretary Crystal Dozier

Pledge of Allegiance and Invocation

Mayor Moss gave the invocation followed by the pledge of allegiance.

Public Comments (Limited to three minutes per person)

Residents may address the Council regarding an item that is not listed on the agenda. Residents must complete a speaker form and turn it in to the City Secretary five (5) minutes before the start of the meeting. The Rules of Procedure states that comments are to be limited to three (3) minutes. The Texas Open Meetings Act provides the following:

- A. If, at a meeting of a governmental body, a member of the public or of the governmental body inquires about a subject for which notice has not been given as required by this subchapter, the notice provisions of this subchapter do not apply to:
 - (1) A statement of specific factual information given in response to the inquiry; or
 - (2) A recitation of existing policy in response to the inquiry.
- B. Any deliberation of or decision about the subject of the inquiry shall be limited to a proposal to place the subject on the agenda for a subsequent meeting.

No public comments.

Public Hearings

1. A notice of public hearing to be held by the City Council of the City of Willow Park on Tuesday, February 8, 2022, at 7:00 p.m. at the Municipal Complex located at 516 Ranch House Rd., Willow Park, Texas 76087, to consider amending Zoning Ordinance Chapter 14; Article 14.17 Board of Adjustment; Sections 14.17.002(b)(1) and 14.17.002(b)(2) Organization and Procedure of the City of Willow Park Zoning Ordinance to provide for designating places on the Board of Adjustment; amending wording of meeting frequency; specifying chairman appointment and membership terms.

- A. Open Public Hearing

The Public Hearing was opened at 7:07 P.M.

- B. Close Public Hearing

The Public Hearing was closed at 7:08 P.M.

- C. Consider and Act on adopting an ordinance amending Zoning Ordinance Chapter 14; Article 14.17 Board of Adjustment; Sections 14.17.002(b)(1) and 14.17.002(b)(2) Organization and Procedure of the City Of Willow Park Zoning Ordinance to provide for designating places on the Board Of Adjustment; amending wording of meeting frequency; specifying chairman appointment and membership terms.

A motion was made by Councilman Contreras to adopt an ordinance amending Zoning Ordinance Chapter 14; Article 14.17 Board of Adjustment; Sections 14.17.002(b)(1) and 14.17.002(b)(2) Organization and Procedure of the City of Willow Park Zoning Ordinance to provide for designating places on the Board of Adjustment; amending wording of meeting frequency; specifying chairman appointment and membership terms. Councilman VanSant seconded the motion. The vote to approve the motion was unanimous.

- D. Discussion/Action: to consider appointing Board of Adjustment Members for Place Numbers 2 and 4, and Alternate 1.

A motion was made by Councilman to reappointment of Steve Gould for Place 2 and Mike Barron for Place 4 to the Board of Adjustments, and appointment of Jason Frank for Alternate 1. Councilman Runnebaum seconded the motion. The vote to approve the motion was unanimous.

2. A notice of public hearing to be held by the City Council of the City of Willow Park on Tuesday, February 8, 2022, at 7:00 p.m. at the Municipal Complex located at 516 Ranch House Rd., Willow Park, Texas 76087, to consider amending Zoning Ordinance Chapter 14; Article 14.16 Commissions; Sections 14.16.003(A)(2); 14.16.003(A)(4); 14.16.003(B)(1), 14.16.003(B)(1)(A), (B) And (C); 14.16.004(A) and (C) Planning & Zoning Board Membership Terms, and Procedure of the City of Willow Park Zoning Ordinance.
 - A. Open Public Hearing

The Public Hearing was opened at 7:12 P.M.

- B. Close Public Hearing

The Public Hearing was closed at 7:13 P.M.

- C. Consider and Act on adopting an ordinance amending Zoning Ordinance Chapter 14; Article 14.16 Commissions; Sections 14.16.003(A)(2); 14.16.003(A)(4); 14.16.003(B)(1), 14.16.003(B)(1)(A), (B) And (C); 14.16.004(A) and (C) Planning & Zoning Board Membership Terms, and Procedure of the City of Willow Park Zoning Ordinance.

A motion was made by Councilman Contreras to adopt amending Zoning Ordinance Chapter 14; Article 14.16 Commissions; Sections 14.16.003(A)(2); 14.16.003(A)(4); 14.16.003(B)(1), 14.16.003(B)(1)(A), (B) And (C); 14.16.004(A) and (C) Planning & Zoning Board Membership Terms, and Procedure of the City of Willow Park Zoning Ordinance. Councilman VanSant seconded the motion. The vote to approve the motion was unanimous.

- D. Discussion/Action: to consider appointing Planning & Zoning Commissioners for Place numbers 2, 4, and Alternate 1.

A motion was made by Councilman Contreras to reappointment of Scott Smith for Place 2 and Sharon Bruton for Place 4 to the Planning & Zoning Commission, and appointment of Zachary Walker for Alternate 1. Councilman Crummel seconded the motion. The vote to approve the motion was unanimous.

3. A notice of public hearing to be held by the City Council of the City of Willow Park on Tuesday, February 8, 2022, at 7:00 p.m. at the Municipal Complex located at 516 Ranch House Rd., Willow Park, Texas 76087, to consider amending Chapter 10, Subdivision Regulations; Division 7, Public Space Dedications, Sections

10.02.181(B); 10.02.182; 10.02.182(2), (3) and (4); 10.02.183; 10.02.185; 10.02.186; 10.02.187 (A) and (B) of the City of Willow Park Code of Ordinances to provide for amending the Parkland Dedication terms.

- A. Open Public Hearing

The Public Hearing was opened at 7:16 P.M.

- B. Close Public Hearing

The Public Hearing was closed at 7:17 P.M.

- C. Consider and Act to adopt AN ORDINANCE AMENDING CHAPTER 10, SUBDIVISION REGULATIONS; DIVISION 7. PUBLIC SPACE DEDICATIONS, SECTIONS 10.02.181(b); 10.02.182; 10.02.182(2), (3) AND (4); 10.02.183; 10.02.185; 10.02.186; 10.02.187 (a) AND (b) OF THE CITY OF WILLOW PARK CODE OF ORDINANCES TO PROVIDE FOR AMENDING THE PARKLAND DEDICATION TERMS; AND PROVIDING AN EFFECTIVE DATE.

A motion was made by Councilman VanSant to adopt an ordinance amending Chapter 10, Subdivision Regulations; Division 7. Public Space Dedication, Sections 10.02.181(b); 10.02.182; 10.02.182(2), (3) AND (4); 10.02.183; 10.02.185; 10.02.186; 10.02.187 (a) AND (b) of the City of Willow Park Code of Ordinances to provide for amending the Parkland Dedication Terms: and providing an effective date. Councilman Contreras seconded the motion. The vote to approve the motion was unanimous.

Mayor Moss recessed the open meeting at 7:18 P.M.

The meeting reconvened at 7:25 P.M.

- 4. A notice of public hearing to be held by the City Council of the City of Willow Park on Tuesday, February 8, 2022, at 7:00 p.m. at the Municipal Complex located at 516 Ranch House Rd., Willow Park, Texas 76087, to receive input regarding text amendments to the City of Willow Park Zoning Ordinance regarding commercial amusement uses.

- A. Sec.14.06.014 – COMMERCIAL DISTRICT
USE REGULATIONS

Commercial Amusement – Indoor (Special Use Permit SUP Required)

Commercial Amusement – Outdoor (Special Use Permit SUP Required)

- B. Sec.14.06.015 – LIGHT INDUSTRIAL DISTRICT

USE REGULATIONS

Commercial Amusement – Indoor (Special Use Permit SUP Required)

Commercial Amusement – Outdoor (Special Use Permit SUP Required)

- A. Open Public Hearing

The Public Hearing was open at 7:27 P.M.

KJ Hannah at 177 Melbourne Drive spoke before the council.

- B. Close Public Hearing

The Public Hearing was closed at 7:30 P.M.

- C. Consider and Act to adopt AN ORDINANCE PROVIDING FOR AN AMENDMENT TO CHAPTER 14 "ZONING REGULATIONS"; ARTICLE SEC. 14.06.014(a) "C" COMMERCIAL DISTRICT AND ARTICLE SEC.14.06.015(a) "LI" LIGHT INDUSTRIAL DISTRICT USE REGULATIONS COMMERCIAL AMUSEMENT – INDOOR SPECIAL USE PERMIT REQUIRED AND COMMERCIAL AMUSEMENT – OUTDOOR SPECIAL USE PERMIT REQUIRED OF THE CITY OF WILLOW PARK ZONING ORDINANCE; AS AMENDED PROVIDING FOR PUBLICATION; AND AN EFFECTIVE DATE.

A motion was made by Councilman VanSant to adopt an ordinance providing for an amendment to Chapter 14 "Zoning Regulations"; Article Sec. 14.06.014(a) "C" Commercial District and Article Sec. 14.06.015(a) "LI" Light Industrial District Use Regulation Commercial Amusement – Indoor Special Use Permit Required and Commercial Amusement – Outdoor Special Use Permit Required of the City of Willow Park Zoning Ordinance; as amended providing for publication; and an effective date. Councilman Contreras seconded the motion. The vote to approve the motion as unanimous.

Proclamation

Mayor Moss presented a Proclamation to the Zonta Club of Parker County.

Consent Agenda

All matters listed in the Consent Agenda are considered to be routine by the City Council and will be enacted by one motion. There will not be a separate discussion of these items. If discussion is desired, that item will be removed from the consent agenda and will be considered separately.

A. Approve City Council Meeting Minutes – Regular Meeting on January 25, 2022.

A motion was made by Councilman Runnebaum to approve the Regular City Council Meeting Minutes for January 25, 2022 and Councilman VanSant seconded the motion. The vote to approve the motion was unanimous.

Regular Agenda Items

1. Discussion/Action: to approve a Preliminary Plat of Blocks 2, 3, 4; Porter Addition, being 21.752 acres J.M. Froman Survey Abstract No. 471, City of Willow Park, Parker County, Texas.

A motion was made by Councilman Runnebaum to approve a Preliminary Plat of Blocks 2, 3, 4; Porter Addition, being 21.752 acres J.M. Froman Survey Abstract No. 471, City of Willow Park, Parker County, Texas and Councilman Contreras seconded the motion. The vote to approve the motion was unanimous.

2. Discussion/Action: to approve Final Plat of a Replat, Lot 10R1, Block B, being a replat of Lots 10R and 11R1, Block B, Crown Pointe Addition, City of Willow Park, Parker County, Texas, located on Shops Blvd.

A motion was made by Councilman Contreras to approve Final Plat of a Replat, Lot 10R1, Block B, being a replat of Lots 10R and 11R1, Block B, Crown Pointe Addition, City of Willow Park, Parker County, Texas, located on Shops Blvd. Council Runnebaum seconded the motion. The vote to approve the motion was unanimous.

3. Discussion/Action: to approve the City's 1st Quarter Financial Report.

Jake Webber, CPA gave a brief summary of the 1st Quarter Financial Report.

A motion was made by Councilman Contreras to approve the City's 1st Quarter Financial Report and Councilman Runnebaum seconded the motion. The vote to approve the motion was unanimous.

4. Discussion/Action: to approve an Audit Firm for FY 2021/2022 and Subsequent Audits.

A motion was made by Councilman VanSant to approve the selection Snow Garrett Williams as the firm to perform the annual audits beginning with Fiscal Year 2021-2022 as recommended by staff. Councilman Crummel seconded the motion. The vote to approve the motion was unanimous.

5. Discussion/Action: to terminate the agreement with Bureau Veritas North America, Inc.

A motion was made by Councilman Runnebaum to approve the City to terminate the agreement with Bureau Veritas North America, Inc. and authorizes City Manager to give thirty days written notice and establish an ending service date based upon incomplete construction projects. Councilman Contreras seconded the motion. The vote to approve the motion was unanimous.

6. Discussion/Action: water/wastewater rate study.

Chris Ekurt, CFO & Director of Newgen Strategies & Solutions presented a rate study to the Council. No action taken.

7. Discussion/Action: to amend the Social Media Usage Policy.

A motion was made by Councilman VanSant to amend the Social Media Usage Policy and Councilman Runnebaum seconded the motion. The vote to approve the motion was unanimous.

8. Discussion/ Action: to consider any future agenda items.

The following are considered as future agenda items:

Public Hearing for the Water/Wastewater Treatment Plant

Public Comments Policy

Informational

A. Mayor & Council Member Comments

Mayor Moss encouraged everyone to get involved with one of the 21 non-profit organizations in Parker County.

B. City Manager's Comments

Bryan Grimes gave a brief update on city hall. He also gave an update on the current audit and audit firm.

Adjournment

Councilman Runnebaum moved to adjourn the meeting. Councilman Contreras seconded the motion. The vote to approve the motion was unanimous.

Mayor Moss adjourned the meeting at 8:33 P.M.

These minutes were approved on the 22nd of February, 2022.

APPROVED:

Doyle Moss, Mayor

ATTEST:

Crystal R. Dozier, TRMC, City Secretary

DRAFT



CITY COUNCIL AGENDA ITEM BRIEFING SHEET

Council Date: March 8, 2022	Department: Admin	Presented By: City Manager
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AGENDA ITEM:

Discussion/Action: to accept a letter of resignation from Councilman Tyler VanSant, Place 2.

BACKGROUND:

Councilman VanSant has been recalled to Active Duty with the United States Air Force. Per Air Force Instruction 51-508: "A reserve component member on active duty under a call or order to active duty greater than 270 days may not hold or exercise the functions of civil office."

Councilman VanSant resigned on February 28, 2022. His letter of resignation is attached to the this briefing sheet.

Suggested Motion: I move to accept the resignation of Councilman VanSant for the Willow Park City Council Place 2.

STAFF/BOARD/COMMISSION RECOMMENDATION:

EXHIBITS:

ADDITIONAL INFO:	FINANCIAL INFO:	
	Cost	\$
	Source of Funding	\$

28 February 2022

TO: THE HONORABLE DOYLE MOSS
MAYOR
WILLOW PARK, TX

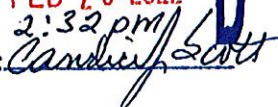
FROM: TYLER VANSANT
COUNCILMEMEBER PLACE 2
WILLOW PARK, TX

SUBJECT: Resignation from Willow Park, TX City Council Place 2

1. Mayor Moss I, Tyler VanSant will resign Place 2 on the Willow Park City Council effect the 28th of February 2022 at 5:00pm CST.
2. I have been called to active duty for a period greater than 270 days effective the 1st of March 2022. Per Air Force Instruction 51-508: A Reserve component member on active duty under a call or order to active duty greater than 270 days may not hold or exercise the functions of civil office.

Respectfully,


Tyler VanSant

RECEIVED
FEB 28 2022
2:32 pm
BY: 



CITY COUNCIL AGENDA ITEM BRIEFING SHEET

Council Date: March 8, 2022	Department: Admin	Presented By: City Manager
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AGENDA ITEM:

Discussion/Action: to appoint a candidate to fill the vacant City Councilmember, Place 2 Seat.

BACKGROUND:

Upon the resignation of Councilman VanSant for Place 2, Council shall make an appointment to fill the unexpired term of Councilman VanSant. The current term for Place 2 expires in May of 2023.

Suggested Motion: I move that the Willow Park City Council appoint _____ to fill the unexpired term of the Willow Park Councilmember Place 2.

STAFF/BOARD/COMMISSION RECOMMENDATION:

EXHIBITS:

ADDITIONAL INFO:	FINANCIAL INFO:	
	Cost	\$
	Source of Funding	\$



CITY COUNCIL AGENDA ITEM BRIEFING SHEET

Meeting Date: March 8, 2022	Department: City Secretary	Presented By: Crystal Dozier
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AGENDA ITEM

Discussion/Action: to adopt an ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILLOW PARK, TEXAS, ORDERING THE CANCELLATION OF THE GENERAL ELECTION SCHEDULED FOR MAY 7, 2022; DECLARING THE UNOPPOSED CANDIDATES FOR COUNCILMEMBER FOR PLACE NO. 3, A COUNCILMEMBER FOR PLACE NO. 4, AND A COUNCILMEMBER FOR PLACE NO. 5; TO BE ELECTED TO OFFICE.

BACKGROUND:

Councilmembers Places 3, 4 and 5 were all uncontested for place on ballot for the 2022 General Election.

STAFF/BOARD/COMMISSION RECOMMENDATION:

MOTION ADOPT AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILLOW PARK, TEXAS, ORDERING THE CANCELLATION OF THE GENERAL ELECTION SCHEDULED FOR MAY 7, 2022; DECLARING THE UNOPPOSED CANDIDATES FOR COUNCILMEMBER FOR PLACE NO. 3, A COUNCILMEMBER FOR PLACE NO. 4, AND A COUNCILMEMBER FOR PLACE NO. 5; TO BE ELECTED TO OFFICE.

EXHIBITS:

Proposed Ordinance

ADDITIONAL INFO:	FINANCIAL INFO:	
	Cost	
	Source of Funding	

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILLOW PARK, TEXAS, ORDERING THE CANCELLATION OF THE GENERAL ELECTION SCHEDULED FOR MAY 7, 2022; DECLARING THE UNOPPOSED CANDIDATES FOR COUNCILMEMBER FOR PLACE NO. 3, A COUNCILMEMBER FOR PLACE NO. 4, AND A COUNCILMEMBER FOR PLACE NO. 5; TO BE ELECTED TO OFFICE; DIRECTING THE CITY SECRETARY TO TAKE CERTAIN ACTIONS PERTAINING TO THE CANCELLATION OF THE GENERAL ELECTION; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND PROVIDING AN OPEN MEETINGS CLAUSE.

WHEREAS, a General Election was called for May 7, 2022, for the purpose of electing three (3) at large City Council members for Places No. 3, No. 4 and No. 5, each for a two (2) year term; and

WHEREAS, the City Secretary has certified in writing that each candidate is unopposed for election to office pursuant to the Certification of Unopposed Candidates attached hereto as Exhibit "A"; and

WHEREAS, the filing deadlines for placement on the ballot and declaration of write-in candidacy have passed; and

WHEREAS, under such circumstances, Chapter 2, Subchapter C, of the Texas Election Code (Section 2.051, *et seq.*), authorizes the City Council to declare each and every unopposed candidate elected to office and cancel the election.

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

Section 1. Findings of Fact. All of the above premises and recitations are found to be true and correct and are incorporated into the body of this Ordinance as findings of fact, as if copied herein in their entirety.

Section 2. Elected Candidates. The following candidates, who are unopposed for the May 7, 2022 General Election, are hereby declared elected to office, and a certificate of election shall be issued to each candidate following the time the election would have been canvassed.

Councilmember, at-large, Place 3	<u>Greg Runnebaum</u>
Councilmember, at-large, Place 4	<u>Lea Young</u>
Councilmember, at-large, Place 5	<u>Nathan Crummel</u>

Section 3. Cancellation of Election. The May 7, 2022 General Election is hereby canceled, and the City Secretary is directed to cause a copy of this Ordinance to be posted on Election Day at each polling place used or that would have been used in the election.

Section 4. Directions to City Secretary. The City Secretary is hereby directed to post a copy of this Ordinance on the bulletin board at City Hall and, on Election Day, a copy of this Ordinance shall be posted on the door of the polling place. Such posting at the polling place shall be made in a manner to be readable to persons outside the polling place.

Section 5. Severability. It is declared to be the intent of the City Council that the phrases, clauses, sentences, paragraphs, and sections of this Ordinance are severable, and if any phrase, clause, sentence, paragraph, or section of this Ordinance is declared invalid by the judgment or decree of a court of competent jurisdiction, the invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of this Ordinance since the City Council would have enacted them without the invalid portion.

Section 6. Open Meetings. It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and public notice of the time, place and purpose of said meeting was given, as required by the Texas Open Meetings Act, Chapter 551, Texas Government Code.

Section 7. Effective Date. This Ordinance shall be in full force and effect from and after its passage and publication as required by law, and it is so ordained.

PASSED, APPROVED AND ADOPTED this the 8th day of March, 2022.

CITY OF WILLOW PARK

Doyle Moss, Mayor

ATTEST:

Crystal R. Dozier, City Secretary

APPROVED AS TO FORM:

William P. Chesser, City Attorney

The Willow Park City Council is acting on Ordinance No. _____, did on the 8TH day of March 2022 vote as follows:

	<u>FOR</u>	<u>AGAINST</u>	<u>ABSTAIN</u>
Doyle Moss	_____	_____	_____
Eric Contreras, Place 1	_____	_____	_____
Tyler VanSant, Place 2	_____	_____	_____
Greg Runnebaum, Place 3	_____	_____	_____
Lea Young, Place 4	_____	_____	_____
Nathan Crummel, Place 5	_____	_____	_____



CITY COUNCIL AGENDA ITEM BRIEFING SHEET

Council Date: March 8, 2022	Department: Planning & Development	Presented By: Bill Funderburk
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AGENDA ITEM:

Consideration/Action Approving Agreement with Jacob & Martin to Provide Professional Services to Analyze/Study Water and Wastewater Impact Fees.

BACKGROUND:

The city must study and update the water and wastewater impacts fees at least every five years. The capital improvements plan must be updated by qualified professionals to calculate the impact fees. Once the study is complete the Impact Fee Advisory Committee review and recommend their findings to the City Council.

STAFF/BOARD/COMMISSION RECOMMENDATION:

Staff recommends City Council approve agreement with Jacob & Martin.

EXHIBITS:

Agreement with Jacob & Martin.

RECOMMENDED MOTION:

Approve Agreement with Jacob & Martin to Provide Professional Services for Water and Wastewater Impact Fee Study.



INTEGRITY
EXCELLENCE
TRUST

AGREEMENT FOR PROFESSIONAL SERVICES

This Professional Services Agreement is entered into between **City of Willow Park (CLIENT)** and **Jacob & Martin, LLC. (ENGINEER)**

Client: City of Willow Park

Project: Water and Sewer Impact Fee Studies

Scope of Services: Provide engineering services for the above referenced project as described in Attachment A.

Compensation: Fees associated with the outlined services will be provided as described in Attachments B and C.

General Conditions: See attached General Conditions.

Client has read, understands and agrees to the General Conditions, the Scope of Services, Compensation and any Addenda Incorporated into this Agreement by reference. This Agreement, including the General Conditions, Scope of Services, Jacob & Martin Addenda and Fee Schedule, represents the entire Agreement between the parties and supersedes any and all agreements between the parties, either oral or in writing, including any purchase order issued by Client. This Agreement is entered into at Willow Park, Texas and is made effective upon signature by both parties.

Client:	City of Willow Park	Engineer:	Jacob & Martin, LLC
By:		By:	<i>Derek Turner</i>
Name:	Bryan Grimes	Name:	Derek Turner, P.E.
Title:	City Administrator	Title:	Principal
Date:		Date:	February 21, 2022

Project #: 17514



INTEGRITY
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ATTACHMENT A
TO AGREEMENT FOR PROFESSIONAL SERVICES

Project Manager:

Derek Turner, P.E.

1508 Santa Fe Dr., Suite 203
Weatherford, TX 76086
817.594.9880

Client:

Bill Funderburk, Assistant City Administrator

516 Ranch House Road
Willow Park, TX 76087
817.441.7108

Project Scope:

ENGINEER shall provide the following:

- Review existing master plans, Capital Improvement Plans, Comprehensive Plan, existing zoning and other relevant data.
- Recommend relevant service areas for imposing water and wastewater impact fees in compliance with Chapter 395
- Compile data and calculations required for the LUAP to conform to current Chapter 395 requirements.
- Compute the recommended impact fee for water delivery, water supply, water treatment, wastewater collection, and wastewater treatment per Chapter 395 requirements, such that the recommended fee accounts for all eligible expenditures.
- Produce technical memoranda and an impact fee report that details the LUAP, impact fee CIP, and recommended impact fees.
- Conduct a survey of water supply, water system, and wastewater system impact fees of other local municipalities.
- Attend and conduct meetings and provide presentations to City Staff, the Capital Improvements Advisory Committee, City Council, and other interested parties as directed by the City.

Project #: 17514



325.695.1070
817.594.9880

TBPE Firm #: 2448



info@jacobmartin.com
www.jacobmartin.com

TBAE Firm #: BR 2261



3465 Curry Lane
Abilene, TX 76906

TBPLS Firm #: 10024300 – Abilene

1508 Santa Fe, Suite 203
Weatherford, TX 76086

TBPLS Firm #: 10193992 - Weatherford



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ATTACHMENT B
TO AGREEMENT FOR PROFESSIONAL SERVICES

Compensation:

Total Compensation for the referenced Scope of Services shall be a lump sum of \$35,000.00 to be billed as a percent of completion on a monthly basis. Additional services requested by the owner shall be billed according to the rate schedule as contained in Attachment C.

Project #: 17514



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| TBPLS Firm #: 10193992 - Weatherford

ATTACHMENT C



INTEGRITY
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FEES FOR PROFESSIONAL SERVICES

Principal	\$	220.00
Licensed Architect-1		175.00
Licensed Architect-2		140.00
Licensed Interior Designer		110.00
Architectural Associate		100.00
Registered Professional Engineer-1		185.00
Registered Professional Engineer-2		150.00
Engineer-in-Training (E.I.T.)		120.00
Engineering Technician-1		110.00
Engineering Technician-2		100.00
Engineering / Architectural Intern		60.00
Environmental Scientist		120.00
Environmental Technician		70.00
GIS Technician-1		110.00
GIS Technician-2		80.00
CAD Draftsman-1		100.00
CAD Draftsman-2		85.00
Senior Land Man		90.00
Registered Professional Land Surveyor		160.00
Surveyor-in-Training (S.I.T.)		110.00
Resident Project Representative-1		95.00
General Overtime (Weekends, Holidays or before 8 am or after 5 pm)		115.00
Resident Project Representative-2		80.00
General Overtime (Weekends, Holidays or before 8 am or after 5 pm)		100.00
Licensed Water/Wastewater Operator		90.00
Clerical-1		75.00
Clerical-2		60.00

FIELD WORK

1-Man Crew or Technician	\$	100.00
2-Man Crew		150.00
3-Man Crew		175.00
GPS Equipment		70.00
Robotic Total Station		55.00
Vehicle Charge (per day) plus IRS rate per mile		50.00

A FACTOR OF 1.1 SHALL BE APPLIED TO THE FOLLOWING

1. Actual cost of subsistence and lodging
2. Actual cost of postage and shipping fees
3. Actual cost of materials required for the project used in surveying, drafting and associated activities
4. Actual cost of special tests and services of special consultants, if required

Effective 1/1/2022



info@jacobmartin.com
www.jacobmartin.com



3465 Curry Lane
Abilene, TX 79606
325.695.1070

1508 Santa Fe, Suite 203
Weatherford, TX 76086
817.594.9880

4920 S. Loop 289, Suite 104
Lubbock, TX 79414
806.368.6375



INTEGRITY
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ATTACHMENT D TO AGREEMENT FOR PROFESSIONAL SERVICES

GENERAL CONDITIONS

1. Parties to This Agreement
CLIENT as used herein is the entity who authorizes performance of services by Jacob & Martin, Ltd. (JACOB & MARTIN) under the conditions stated herein.
JACOB & MARTIN as used herein includes Jacob & Martin, Ltd., its employees and officers.
2. JACOB & MARTIN will perform its services consistent with that level of care and skill ordinarily exercised by persons in the same line of work under similar conditions in the same or similar location.
3. This Agreement creates no warranty or guarantee, express or implied, nor does it create a fiduciary responsibility to CLIENT by JACOB & MARTIN.
4. CLIENT acknowledges that conditions may vary from those anticipated onsite and that JACOB & MARTIN's data, interpretations, and recommendations are based solely on the information available to JACOB & MARTIN, and JACOB & MARTIN is not responsible for the interpretation by others of the information developed.
5. Invoices will be submitted for services rendered. Payment is due upon presentation of the invoice and is past due thirty (30) days from invoice date. CLIENT agrees to pay a financing charge of one percent (1%) per month (or the maximum rate allowable by law, whichever is less), on past due accounts, and agrees to pay attorney's fees and other costs incurred in collecting delinquent amounts.
CLIENT fails to pay an invoice when due, JACOB & MARTIN may, upon five (5) days' notice to CLIENT, suspend all services until paid in full, and may terminate the agreement.
6. CLIENT agrees that any and all limitations of JACOB & MARTIN's liability and indemnifications by the CLIENT to JACOB & MARTIN shall include and extend to those individuals and entities JACOB & MARTIN retains for performance of the services under this Agreement, including but not limited to JACOB & MARTIN's officers, employees and heirs and assigns, as well as JACOB & MARTIN's sub-consultants and their officers, employees, heirs and assigns.
7. Notwithstanding any other provision of the Agreement, CLIENT and JACOB & MARTIN waive and release any claim against the other for loss of revenue, profit or use of capital, loss of services, business interruption and/or delay, loss of product, production delays, losses resulting from failure to meet other contractual commitments or deadlines, downtime of facilities, or for any special, indirect, delay or consequential damages resulting from or arising out of this Agreement, or as a result of or in connection with the work, and whether based on negligence, breach of warranty, breach of contract, strict liability or otherwise.
8. JACOB & MARTIN's reports, maps, field data, drawings, and other work product are part of JACOB & MARTIN's professional services, and do not constitute goods or products. Pertinent records relating to JACOB & MARTIN's services shall be retained for a minimum of two (2) years after completion of the work. CLIENT shall have access to the records at all reasonable times during said period.
9. In no event shall JACOB & MARTIN be responsible for the means and methods of construction or for the safety procedures employed by CLIENT's contractor. CLIENT shall hold its contractor solely responsible for the quality and completion of the Project, including but not limited to its construction in accordance with the construction documents.
10. CLIENT shall notify JACOB & MARTIN at least forty-eight (48) hours in advance of any necessary construction surveying or materials testing.
11. CLIENT shall bear sole responsibility for notifying all prospective purchasers or other appropriate third parties including, but not limited to, all appropriate municipal, regional, state or federal agencies of the existence of any hazardous or dangerous material located in or around the Project site.
12. CLIENT shall provide JACOB & MARTIN with all information regarding existing conditions, including the existence of hazardous or dangerous material, and proposed uses of the Project site and shall correctly designate the location of all property lines of the Project site and all subsurface installations, such as pipes, tanks, cables, electrical lines, telephone lines and utilities within the Project site. CLIENT shall immediately provide JACOB & MARTIN with any new information, including any change in plans.

Project #: 17514



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INTEGRITY
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CLIENT hereby releases JACOB & MARTIN from liability for any incorrect advice, judgment or decision based on any inaccurate information furnished by CLIENT or others. If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including hazardous materials, encountered on the site by JACOB & MARTIN, JACOB & MARTIN shall, upon recognizing the condition, immediately stop work in the affected area and report the condition to CLIENT.

13. JACOB & MARTIN will take reasonable precautions to reduce damage to land and other property caused by JACOB & MARTIN's operations. However, CLIENT understands that damage may occur and JACOB & MARTIN's fee does not include the cost of repairing such damage. If CLIENT desires JACOB & MARTIN to repair and/or pay for damages, JACOB & MARTIN will undertake the repairs and add the pre-agreed cost to JACOB & MARTIN's fee.
14. Unless otherwise agreed, CLIENT will furnish unfettered right-of-entry and obtain permits as required for JACOB & MARTIN to perform the fieldwork.
15. JACOB & MARTIN is not responsible for the job site safety of others, nor does JACOB & MARTIN have stop-work authority over work by others. However JACOB & MARTIN will conduct its work in a safe, workman-like manner, and will observe the work site safety requirements of CLIENT that have been communicated to JACOB & MARTIN in writing.
16. JACOB & MARTIN's potential liability to CLIENT and others is grossly disproportionate to JACOB & MARTIN's fee due to the size, scope, and value of the Project. Therefore, unless CLIENT and JACOB & MARTIN otherwise agree in writing in consideration for an increase in JACOB & MARTIN's fee, CLIENT agrees to (1) limit JACOB & MARTIN's liability to the greater of \$2,000.00 or the amount of JACOB & MARTIN's fee, and (2) to the extent allowed by Texas law, indemnify JACOB & MARTIN against all claims, liability, damages, or expenses (except for JACOB & MARTIN's sole negligence or willful misconduct) arising out of or relating to all acts, failures to act, or other conduct of JACOB & MARTIN, including but not limited to, claims, liability, damages, or expenses arising out of or relating to the active negligence or other fault of JACOB & MARTIN. CLIENT, to the extent allowed by Texas law, shall indemnify JACOB & MARTIN even if CLIENT is partially or wholly without fault for such claims, liability, damages, or expenses.
17. All disputes between JACOB & MARTIN and CLIENT, with the exception of non-payment issues, shall first be subject to non-binding mediation. Either party may demand mediation by serving a written notice stating the essential nature of the dispute and demanding the mediation proceed within sixty (60) days of service of notice. The mediation shall be administered by the American Arbitration Association or by such other person or organization as the parties may agree upon. No action or suit may be commenced unless (1) the mediation does not occur within ninety (90) days after service of notice, (2) the mediation occurs within ninety (90) days after service of notice but does not resolve the dispute, or (3) a statute of limitation would elapse if suit were not filed prior to ninety (90) days after service of notice.
18. Except for actions such as for enforcement of mechanic's liens that are required by statute to be brought in a specific venue, in the event that litigation is instituted under the terms of this Agreement, the same is to be brought and tried in Parker County, Texas. CLIENT waives the right to have the suit brought, or tried in, or removed to, any other county or judicial jurisdiction.
19. This Agreement, including JACOB & MARTIN's Addenda and Schedule of Fees, represents the entire Agreement and understanding between the parties, and supersedes any and all agreements, either oral or in writing, including any purchase order, between the parties. Any modification to this Agreement shall be effective only if it is in writing signed by the party to be bound. One or more waivers of any term, condition or covenant by either party shall not be construed as a waiver of any other term, condition or covenant.
20. These GENERAL CONDITIONS have been established in large measure to allocate certain risks between CLIENT and JACOB & MARTIN. JACOB & MARTIN will not initiate service without formal agreement on the terms and conditions set forth in these GENERAL CONDITIONS. Acceptance or authorization to initiate services shall be considered by both parties to constitute formal acceptance of all terms and conditions of these GENERAL CONDITIONS.
21. The laws of the State of Texas shall govern interpretation of this Agreement. If any term of this Agreement is deemed unenforceable, the remainder of the the Agreement shall stay in full force and effect. If services of an attorney are required by any party to secure performance under this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs.
22. CLIENT and JACOB & MARTIN may terminate services at any time upon ten (10) days written notice. In the event of termination, CLIENT agrees to fully compensate JACOB & MARTIN for services performed including reimbursable expenses to the termination date, as well as demobilization expenses. CLIENT further agrees that a termination of services by JACOB & MARTIN pursuant to this paragraph shall not constitute a waiver of a claim by JACOB & MARTIN or give rise to liability on the part of JACOB & MARTIN.

Project #: 17514



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CITY COUNCIL AGENDA ITEM BRIEFING SHEET

Council Date: March 8, 2022	Department: Administration	Presented By: Bryan Grimes, City Manager
---------------------------------------	--------------------------------------	--

AGENDA ITEM:

Discussion/Action: To consider engineering service provider to complete project implementation for the American Rescue Plan Act (ARP Act) funding administered by the U.S. Department of the Treasury, other Federal or State Agency.

BACKGROUND:

As part of the American Rescue Plan Act funding, the City of Willow Park is required to procure administrative and engineering services. Basing this process to that of the Community Development Block Grant, the City of Willow Park City Council approved a contract with Grant Works, Inc. for these administrative services.

Grant Works, Inc. created the Request for Qualifications (RFQ) for engineering services under the supervision of City Manager, Bryan Grimes, who requested engineering firms to which the RFQ was sent. The RFQ was opened for proposals on February 4, 2022 and closed on February 15, 2022.

Only one Proposal was received, which was from Jacob Martin. This Proposal was reviewed and scored by the Rating Sheet included in the RFQ by designated Staff members Bill Funderburk, Toni Fisher, and Crystal Dozier, and Mayor Pro Tem Lea Young.

STAFF/BOARD/COMMISSION RECOMMENDATION:

Based on the experience and performance regarding related projects, Staff recommends the acceptance of the ARPA Proposal for engineering services be awarded to Jacob Martin.

EXHIBITS:

Rating Sheets for ARPA Request for Qualifications Proposal.

RECOMMENDED MOTION:

A motion to approve Jacob Martin as the engineering service provider to complete project implementation for the American Rescue Plan Act (ARP Act) funding administered by the U.S. Department of the Treasury, other Federal or State Agency.

Engineer/Architect/Surveyor Rating Sheet

Grant Recipient

City of Willow Park

Program(s) ARP Act

Name of Respondent

Jacob & Martin - Bill Funderbuck

Evaluator's Name

Date of Rating *2/17/2022*

Rate the Respondent of the Request For Qualifications (RFQ) by awarding points up to the maximum listed for each factor. Information necessary to assess the Respondent on these criteria may be gathered either from past experience with the Respondent and/or by contacting past/current clients of the Respondent. Respondents proposing to offer specific services (**environmental or buyout only**) will be scored only on those services.

Experience -- Rate the respondent for experience in the following areas:

Comments

	Factor	Max.Pts.	Score
1.	Has previously designed _____ type of projects	20	<i>20</i>
2.	Has worked on federally funded construction projects	15	<i>15</i>
3.	Has worked on projects that were located in this general region. Note: Location for A/E (Architect/Engineer) may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract. 2 CFR 200.321(b)(3)	10	<i>10</i>
4.	Extent of experience in project construction management	15	<i>15</i>
Subtotal, Experience		60	<i>60</i>

Work Performance

	Factor	Max.Pts.	Score
1.	Past projects completed on schedule	10	<i>10</i>
2.	Manages projects within budgetary constraints	5	<i>5</i>
3.	Work product is of high quality	10	<i>10</i>
Subtotal, Performance		25	<i>25</i>

Capacity to Perform

	Factor	Max.Pts.	Score
1.	Staff Level / Experience of Staff	5	<i>5</i>
2.	Adequacy of Resources	5	<i>5</i>
3.	Professional liability insurance is in force	5	<i>5</i>
Subtotal, Capacity to Perform		15	<i>15</i>

TOTAL SCORE

	Factor	Max.Pts.	Score
<input type="checkbox"/>	Experience	60	<i>60</i>
<input type="checkbox"/>	Work Performance	25	<i>25</i>
<input type="checkbox"/>	Capacity to Perform	15	<i>15</i>
Total Score		100	<i>100</i>

Engineer/Architect/Surveyor Rating Sheet

Grant Recipient

City of Willow Park Program(s) ARP Act

Name of Respondent

Jacob + Martin

Evaluator's Name

Toni Fisher Date of Rating

2/17/22

Rate the Respondent of the Request For Qualifications (RFQ) by awarding points up to the maximum listed for each factor. Information necessary to assess the Respondent on these criteria may be gathered either from past experience with the Respondent and/or by contacting past/current clients of the Respondent. Respondents proposing to offer specific services (environmental or buyout only) will be scored only on those services.

Experience -- Rate the respondent for experience in the following areas:

Comments

	Factor	Max.Pts.		Score
1.	Has previously designed <u>140</u> type of projects	20		20
2.	Has worked on federally funded construction projects	15		12
3.	Has worked on projects that were located in this general region. <small>Note: Location for A/E (Architect/Engineer) may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract. 2 CFR 200.321(b)(3)</small>	10		10
4.	Extent of experience in project construction management	15		15
Subtotal, Experience		60		57

Work Performance

	Factor	Max.Pts.		Score
1.	Past projects completed on schedule	10		10
2.	Manages projects within budgetary constraints	5		5
3.	Work product is of high quality	10		10
Subtotal, Performance		25		25

Capacity to Perform

	Factor	Max.Pts.		Score
1.	Staff Level / Experience of Staff	5		5
2.	Adequacy of Resources	5		5
3.	Professional liability insurance is in force	5		5
Subtotal, Capacity to Perform		15		15

TOTAL SCORE

	Factor	Max.Pts.		Score
<input checked="" type="checkbox"/>	Experience	60		57
<input checked="" type="checkbox"/>	Work Performance	25		25
<input checked="" type="checkbox"/>	Capacity to Perform	15		15
Total Score		100		97

Engineer/Architect/Surveyor Rating Sheet

Grant Recipient City of Willow Park

Program(s) ARP Act _____

Name of Respondent Jacob & Martin

Evaluator's Name Crystal Dozier

Date of Rating 2/17/2022

Rate the Respondent of the Request For Qualifications (RFQ) by awarding points up to the maximum listed for each factor. Information necessary to assess the Respondent on these criteria may be gathered either from past experience with the Respondent and/or by contacting past/current clients of the Respondent. Respondents proposing to offer specific services (environmental or buyout only) will be scored only on those services.

Experience -- Rate the respondent for experience in the following areas:

Comments

	Factor	Max.Pts.	Score
1.	Has previously designed _____ type of projects	20	20
2.	Has worked on federally funded construction projects	15	15
3.	Has worked on projects that were located in this general region. Note: Location for A/E (Architect/Engineer) may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract. 2 CFR 200.321(b)(3)	10	10
4.	Extent of experience in project construction management	15	15
Subtotal, Experience		60	60

Work Performance

	Factor	Max.Pts.	Score
1.	Past projects completed on schedule	10	10
2.	Manages projects within budgetary constraints	5	5
3.	Work product is of high quality	10	10
Subtotal, Performance		25	25

Capacity to Perform

	Factor	Max.Pts.	Score
1.	Staff Level / Experience of Staff	5	5
2.	Adequacy of Resources	5	5
3.	Professional liability insurance is in force	5	5
Subtotal, Capacity to Perform		15	15

TOTAL SCORE

	Factor	Max.Pts.	Score
<input type="checkbox"/>	Experience	60	60
<input type="checkbox"/>	Work Performance	25	25
<input type="checkbox"/>	Capacity to Perform	15	15
Total Score		100	100

Engineer/Architect/Surveyor Rating Sheet

Grant Recipient City of Willow Park Program(s) ARP Act _____
 Name of Respondent Jacob Martin
 Evaluator's Name Lea Young (orally) Date of Rating 2/17/22

Rate the Respondent of the Request For Qualifications (RFQ) by awarding points up to the maximum listed for each factor. Information necessary to assess the Respondent on these criteria may be gathered either from past experience with the Respondent and/or by contacting past/current clients of the Respondent. Respondents proposing to offer specific services (environmental or buyout only) will be scored only on those services.

Experience -- Rate the respondent for experience in the following areas:

Comments

	Factor	Max.Pts.	Score
1.	Has previously designed _____ type of projects	20	20
2.	Has worked on federally funded construction projects	15	10
3.	Has worked on projects that were located in this general region. Note: Location for A/E (Architect/Engineer) may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract. 2 CFR 200.321(b)(3)	10	10
4.	Extent of experience in project construction management	15	15
Subtotal, Experience		60	55

Work Performance

	Factor	Max.Pts.	Score
1.	Past projects completed on schedule	10	10
2.	Manages projects within budgetary constraints	5	5
3.	Work product is of high quality	10	10
Subtotal, Performance		25	25

Capacity to Perform

	Factor	Max.Pts.	Score
1.	Staff Level / Experience of Staff	5	5
2.	Adequacy of Resources	5	5
3.	Professional liability insurance is in force	5	5
Subtotal, Capacity to Perform		15	15

TOTAL SCORE

	Factor	Max.Pts.	Score
<input type="checkbox"/>	Experience	60	55
<input type="checkbox"/>	Work Performance	25	25
<input type="checkbox"/>	Capacity to Perform	15	15
Total Score		100	95



CITY COUNCIL AGENDA ITEM BRIEFING SHEET

Council Date: March 8, 2022	Department: Planning & Development/Parks	Presented By: Toni Fisher
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AGENDA ITEM:

Discussion/Action: Consider Award for Mowing & Lawn Maintenance Services Contract for 2022-24

BACKGROUND:

To date, the Public Works Department has been mowing and maintaining the landscaped areas as are responsible by the city. Due to staffing limitations, excessive man-hours, and ongoing equipment maintenance, it is proposed that beginning April 1, 2022, these services be outsourced. An employee position would equate to approximately \$41,600 + benefits.

The city received eight bids, the last of which was not considered as it was received after the deadline. The other seven proposals are as follows. Annual pricing for 4/01/22-23 is shown below, and the same pricing will hold for 4/01/23-24. The city will have an option to extend the Contract for Year 3 and Year 4:

Brightview Landscape	\$47,487.76
Landscape Professionals of Texas	\$77,361.00
Davidson Lawn Care	\$60,960.00
I&E Services, Inc.	\$43,800.00
Burris Lawn & Landscape	\$81,700.00
WAAG Landscaping LLC	\$90,000.00
Trinity River Lawncare	\$115,000.00

STAFF/BOARD/COMMISSION RECOMMENDATION:

Upon careful consideration of the Bids, pricing and references, Staff recommends acceptance of the Proposal from I&E Services, Inc. for \$43,800 for April 1, 2022-23 and \$43,800 for April 1, 2023-24.

EXHIBITS:

Request for Proposal for Mowing & Landscape Maintenance
Bid Proposal from I&E Services, Inc.

RECOMMENDED MOTION:

Motion for accepting the Proposal from I&E Services, Inc. for the Mowing & Lawn Maintenance Services Contract for 2022-24



CITY OF WILLOW PARK

**REQUEST FOR PROPOSAL
FOR
MOWING AND
LANDSCAPE MAINTENANCE
SERVICE**

CLOSING: MONDAY, FEBRUARY 28, 2022 at 10:00 a.m. CST

**CITY OF WILLOW PARK
516 RANCH HOUSE ROAD
WILLOW PARK, TX 76087**

NAME OF PROPOSER: _____

**NOTICE OF REQUEST FOR PROPOSAL
CITY OF WILLOW PARK**

NOTICE IS HEREBY GIVEN that the City of Willow Park, Texas, will receive written Proposals only, for MOWING AND LANDSCAPE MAINTENANCE SERVICES, as stated in the Request for Proposal documents.

The City shall receive Proposals from qualified professional lawn service companies specializing in commercial lawn maintenance for the City of Willow Park as outlined in the Request for Proposal.

Said Proposals must be in the office of the City Secretary, City of Willow Park, 516 Ranch House Road, Willow Park, Texas 76087, and **NO LATER THAN 10:00 A.M. CST on MONDAY, FEBRUARY 28, 2022**. Proposals that are postmarked but not received until after this deadline will not be accepted. Proposals received after the posted cut-off time will not be accepted.

All Proposals are to be marked clearly on the outside "**PROPOSALS FOR MOWING AND LANDSCAPE MAINTENANCE SERVICE**".

Please mail Proposal to City of Willow Park, Attn: City Secretary, 516 Ranch House Road, Willow Park, Texas, 76087; or deliver by courier or in person to the City Secretary's office, Willow Park City Hall, 516 Ranch House Road, Willow Park, Texas 76087. Proposals may NOT be sent electronically.

Request for Proposal documents may be downloaded at www.willowpark.org, or obtained at the City of Willow Park City Hall, 516 Ranch House Road, Willow Park, TX 76087. Proposal documents will be available for download/pickup on and after **FEBRUARY 8, 2022**. Further information may be requested by contacting Toni Fisher at tfisher@willowpark.org.

The right is reserved to reject any and all Proposals or to accept the Proposal which is deemed by the City of Willow Park to be in the best interest of the City of Willow Park. The City of Willow Park also reserves the right to waive any irregularities and/or informalities in the Proposal process.

For additional information, contact Toni Fisher at the City of Willow Park at (817) 441-7108.

REQUEST FOR PROPOSAL

Lawn Mowing and Landscape Maintenance Services: City of Willow Park locations as designated by City of Willow Park

Contact: Toni Fisher, Planning & Development Director
CITY OF WILLOW PARK
516 Ranch House Road
Willow Park, TX 76087
O: 817-441-7108 x102
E: tfisher@willowpark.org

The City of Willow Park desires to contract with a qualified professional lawn maintenance service company to provide mowing and landscape maintenance services for the City of Willow Park as designated by City of Willow Park. The term of this contract is for a period of **two (2)** consecutive years beginning **APRIL 1, 2022** and ending **APRIL 1, 2024**. Upon completion of the initial two-year contract term, the City may renew the contract for up to two (2) renewal periods. Each renewal period is one (1) year.

Accept or Reject Proposals: The City of Willow Park reserves the right to waive any formalities and accept or reject Proposals, upon the evidence (or determined by City of Willow Park) before or after the Proposal's opening, that a Proposer is not necessarily qualified by experience, is not in a position to perform the work specified in the time allotted, or upon evidence of collusion with intent to defraud or other legal practice. All Proposals are to be complete in every detail as required. Those that are incomplete, contain irregularities, or are not in accordance with the specifications may be rejected.

All Proposals submitted shall become the property of the City of Willow Park and shall not be returned.

Schedule for Proposal Process:

Contract Open for Proposals:	February 8, 2022
Deadline to receive Proposals:	February 28, 2022 @ 10:00 a.m. CST
Opening of Proposals:	February 28, 2022 @ 10:30 a.m. CST
Proposal Review process:	February 28 - March 3, 2022
City Council Award:	March 8, 2022 @ 7:00 p.m. CST
Contract to Begin:	April 1, 2022

Proposer Requirements:

- Maintain a valid General Liability Insurance Policy, at its own expense, with a Minimum Limit of \$1,000,000 Combined Single Limit (BI/PD) Business Liability insurance during the period of the Contract
- Maintain auto liability insurance of \$1,000,000 including owned, non-owned and hired vehicle coverage requirements
- Secure valid business licenses and permits as per the State of Texas and the City of Willow Park
- Provide a business address, contact person, email, and office phone number to elect the City of Willow Park
- Provide the City of Willow Park with the field supervisor's mobile phone number on which he/she can send and receive text messages
- Furnish all labor, equipment, materials, and supplies in accordance with the services as listed on RFB; Contractor assumes the risk of damage to its own supplies and equipment.

Awarded Proposer: The Proposal(s) will be weighted and evaluated by City of Willow Park staff members who will perform their due diligence in evaluating the Proposal(s), based on pricing, professionalism, verified references, business reputation and

experience, and the most comprehensive services for all lawn care needs as per Proposal specifications.

The recommendations of award to the Willow Park City Council shall be based upon the Proposal which represents the most advantageous overall for the City of Willow Park. Section 252.043 of the Local Government Code governs the awarding of contracts during the Proposal process and the considerations that are allowed when determining the best value for a municipality. This section states that the following may be considered:

- (1) the purchase price;*
- (2) the reputation of the Proposer and of the Proposer's goods or services;*
- (3) the quality of the Proposer's goods or services;*
- (4) the extent to which the goods or services meet the municipality's needs;*
- (5) the Proposer's past relationship with the municipality;*
- (6) the impact on the ability of the municipality to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities;*
- (7) the total long-term cost to the municipality to acquire the Proposer's goods or services; and*
- (8) any relevant criteria specifically listed in the request for Proposals or proposals.*

Funding: This project is ultimately subject to funding, as with all City of Willow Park projects. The City of Willow Park is a tax-exempt organization: Proposing cost must include any and all related sales and use tax. Although City of Willow Park is tax-exempt, the proposer(s) are responsible for any and all sales and use tax for materials and/or equipment.

Contractor's Performance: If at any time the primary awarded lawn care contractor fails to perform over the term of the Agreement, the City of Willow Park shall have the right to invoke the payment and performance bond for the failed vendor and reserves the right to negotiate with the next best Proposer.

Invoicing Payments: Payments will be made within thirty (30) days of the date of awarded contractor's billing/invoice receipt and stamped as "received" by the City of Willow Park's Accounts Payable Department. All invoices must be itemized per month, and reflective of the awarded contractor's original Proposal submitted to and accepted by the City of Willow Park. The City of Willow Park will not be responsible for any "added" expenses that have not been previously submitted in writing and authorized by the City of Willow Park's Planning & Development Director and/or City Manager.

Funding-Out Clause: In the event the City of Willow Park fails to obligate requisite funds for a specified fiscal year during the contract period which would necessitate cancellation of the resultant Agreement, the successful contractor shall agree to hold the City of Willow Park free from any charge other than work completed or the pro-rated portion of the authorized work.

Mowing & Maintenance Schedule: Due to a variety of weather conditions during the seasons, Proposal should be based on weekly service as shown in chart below.

Scope of Work: Lawn and Landscape Maintenance will include:

- Removal of all trash, branches, and debris prior to mowing
- Mowing at each location, conducted during the day agreed upon to present a uniformed appearance while limiting the disruptive mowing equipment in the areas. If weather disrupts scheduled mowing, then mowing will be conducted on the following day, or an agreed upon alternative
 - Finishing mowing areas shall not produce any visible grass clippings under any circumstance (through repetitive mowing, sweeping, or bagging at the contractor's discretion). Discharged grass cutting and trimming must be directed away from vehicles, sidewalks, buildings, driveways, signs, flower beds, trees, etc. Clippings on city and park grounds must be removed from sidewalks, paved areas, signs, plant beds, etc.
 - Mowers must be operated safely at all times and without excessive speed

- No abrupt turning or sliding of equipment shall be done which results in surface damage
- It is the Contractor's responsibility to repair all damage within one (1) week of an incident
- All concrete sidewalks and curbs will be edged weekly and at a minimum of once per month with a gas-powered edger to maintain a visible edge between sidewalks and turf
- The lawn around fixed and semi-fixed obstructions, including buildings, shall be string-line trimmed at a maximum of every other mowing
- All debris will be blown or swept off of all roadways, parking lots, and sidewalks after mowing is completed
- Brush, grass clippings, and all debris shall be removed off site
- All flower beds will be weeded
- All flower beds, rights of way, and median vegetation will be trimmed as necessary and/or to avoid traffic obstructions
- Trimming of landscape shrubs, bushes, low hanging trees, and vegetation seasonally and as needed
- Irrigation system and sprinkler damage will be repaired by contractor and at contractor's expense within one (1) week of damage
- Any added landscaping service (e.g., mulch, pre-emergent in flower beds, sprinkler check or repair for damage not caused by Mowing Contractor, etc.) is an additional expense and not included in this Proposal or Contract; additional materials and/or services must be pre-determined and pre-approved on an as-needed basis, and will be billed separately

2022-2024 Lawn Maintenance Schedule	Total Cuts	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
		<i>Most cuts are every other week during growing season; regular weeding of beds, as needed:</i>											
I-20 Service Rd. North & I-20 Service Rd. South @ Ranch House Rd. - Rights-of-Way on North and South sides (Map #1)	20	0	1	2	3	2	3	2	2	2	2	1	0
Ranch House Rd. - Both sides of the roadway, from Sonic restaurant (south of Canyon Ct) to Crown Rd (Map #2)	20	0	1	2	3	2	3	2	2	2	2	1	0
Willow Park City Hall @ 516 Ranch House Rd. (Map #3)	33	0	1	2	4	4	4	4	4	4	4	2	0
Memorial Park beside Willow Park City Hall, Ranch House Rd. (Map #4)	33	0	1	2	4	4	4	4	4	4	4	2	0
Cross Timbers Park @ 101 West Stage Coach Trail (entire site and beds surrounding playground; excluding Demonstration Garden flower beds; irrigated) (Map #5)	33	0	1	2	4	4	4	4	4	4	4	2	0
Public Safety Building @ 101 Stagecoach Trail (entire site, beds, & frontage) (Map #6)	33	0	1	2	4	4	4	4	4	4	4	2	0
Sam Bass Rd. from Squaw Creek Rd. to homeowners' privacy fences, both sides of the roadway (Map #7)	20	0	1	2	3	2	3	2	2	2	2	1	0
Willow Park Wildscape Nature Park on Ranch House Rd. (Map #8)	20	0	1	2	3	2	3	2	2	2	2	1	0
Well Site on Ranch House Rd. (located beside Nature Park) (Map #9)	20	0	1	2	3	2	3	2	2	2	2	1	0
Willow Crossing East - entire grass median (Map #10)	20	0	1	2	3	2	3	2	2	2	2	1	0
Meadow Place Drive - both sides of roadway from I-20 Frontage Rd North to Kings Gate & rights-of-way, including concrete culvert on east side of Meadows Place Dr. (Map #11)	20	0	1	2	3	2	3	2	2	2	2	1	0



CITY OF WILLOW PARK, TEXAS
REQUEST FOR PROPOSAL
MOWING AND LANDSCAPE MAINTENANCE SERVICES

PROPOSAL TRANSMITTAL FORM

Proposal Due Date: **Monday, FEBRUARY 28, 2022 @ 10:00 a.m. CST**

Deliver, Mail or Courier complete Bid Proposal to: City of Willow Park, Willow Park
City Hall, ATTN: CITY SECRETARY, 516 Ranch House Rd, Willow Park, TX 76086

BUSINESS NAME: _____

BUSINESS PHONE NUMBER: _____

ADDRESS OF PROPOSER'S MAIN OFFICE:

Street: _____

City/State/Zip: _____

FEDERAL TAX ID #: _____

CONTACT PERSON:

Name: _____

Title: _____

Email Address: _____

Phone Number: _____

By my signature below, I hereby represent that I am authorized to and do bind the applicant to the provisions of the attached Proposal. The undersigned offers and agrees to provide the specified services in accordance with the provisions set forth in the Request for Proposal. Furthermore, the undersigned fully understands and assures compliance with the Conditions of Solicitation and Standard Terms and Conditions contained in the Proposal packet. The undersigned is fully aware of the evaluation criteria to be utilized in awarding the Contract. An unsigned Proposal may be disqualified.

Signature: _____ Date: _____



CITY OF WILLOW PARK, TEXAS
REQUEST FOR PROPOSAL
MOWING AND LANDSCAPE MAINTENANCE SERVICES

PROPOSAL TRANSMITTAL FORM
STATEMENT OF EXPERIENCE/REFERENCES

List references to whom your company has provided similar projects. The City of Willow Park may contact these references, to affirm the quality of similar services. Please list any additional references on another sheet of paper.

BUSINESS NAME OF PROPOSER:

Name of Agency: _____

Contact Person: _____

Phone Number(s): _____

Address: _____

Description of Project: _____

Amount of Contract: \$ _____

Name of Agency: _____

Contact Person: _____

Phone Number(s): _____

Address: _____

Description of Project: _____

Amount of Contract: \$ _____



CITY OF WILLOW PARK

**REQUEST FOR PROPOSAL
FOR
MOWING AND
LANDSCAPE MAINTENANCE
SERVICE**

CLOSING: FEBRUARY 11, 2022 at 2:00 p.m. CST

**CITY OF WILLOW PARK
516 RANCH HOUSE ROAD
WILLOW PARK, TX 76087**

NAME OF PROPOSER: I & E Services, Inc.



**CITY OF WILLOW PARK, TEXAS
REQUEST FOR PROPOSAL
MOWING AND LANDSCAPE MAINTENANCE SERVICES**

**PROPOSAL TRANSMITTAL FORM
STATEMENT OF EXPERIENCE/REFERENCES**

List references to whom your company has provided similar projects. The City of Willow Park may contact these references, to affirm the quality of similar services. Please list any additional references on another sheet of paper.

BUSINESS NAME OF PROPOSER:

I & E Services, Inc.

Name of Agency:	<u>City of Aledo</u>
Contact Person:	<u>Erica Haney</u>
Phone Number(s):	<u>(817) 300-0814</u>
Address:	<u>P.O. Box 1, Aledo, TX 76008</u>
Description of Project:	<u>Maintain city parks, wells & ROW</u>
Amount of Contract:	<u>\$ 68,000</u>

Name of Agency:	<u>Balfour Beatty Communities</u>
Contact Person:	<u>Robin Hamm</u>
Phone Number(s):	<u>(817) 705-9474</u>
Address:	<u>1305 Military Pkwy., Fort Worth, TX 76127</u>
Description of Project:	<u>Maintain base housing at NAS/JRB</u>
Amount of Contract:	<u>\$ 84,000</u>



**CITY OF WILLOW PARK, TEXAS
REQUEST FOR PROPOSAL
MOWING AND LANDSCAPE MAINTENANCE SERVICES**

PROPOSAL TRANSMITTAL FORM

Proposal Due Date: FEBRUARY 11, 2022 @ 2:00 p.m. CST

Deliver, Mail, or Email complete Bid Proposal to: City of Willow Park, Willow Park City Hall, ATTN: CITY SECRETARY, 516 Ranch House Rd, Willow Park, TX 76086
Email address: tfisher@willowpark.org

BUSINESS NAME: I & E Services, Inc.

BUSINESS PHONE NUMBER: (817) 335-5296

ADDRESS OF PROPOSER'S MAIN OFFICE:

Street: 3102 Kiowa Ave.

City/State/Zip: Fort Worth, TX 76114

FEDERAL TAX ID #: 75-2010030

CONTACT PERSON:

Name: Terry Bierle

Title: President

Email Address: terry.bierle@iandelandscape.com

Phone Number: (817) 729-7444

By my signature below, I hereby represent that I am authorized to and do bind the applicant to the provisions of the attached Proposal. The undersigned offers and agrees to provide the specified services in accordance with the provisions set forth in the Request for Proposal. Furthermore, the undersigned fully understands and assures compliance with the Conditions of Solicitation and Standard Terms and Conditions contained in the Proposal packet. The undersigned is fully aware of the evaluation criteria to be utilized in awarding the Contract. An unsigned Proposal may be disqualified.

Signature:  Date: 2/9/22



CITY COUNCIL AGENDA ITEM BRIEFING SHEET

Meeting Date: March 8, 2022	Department: City Secretary	Presented By: Crystal Dozier
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AGENDA ITEM:

Discussion/Action: to adopt an ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILLOW PARK, TEXAS PROVIDING FOR AN UPDATED RECORDS MANAGEMENT POLICY OF THE CITY OF WILLOW PARK; AMENDING ARTICLE 1.08 OF THE CITY OF WILLOW PARK CODE OF ORDINANCES.

BACKGROUND:

The original records retention policy was adopted in June of 1990 after H.B. 1285 was passed in 1989 providing that each governing body in local government shall designate a Records Management Officer on or before June 1, 1990.

STAFF/BOARD/COMMISSION RECOMMENDATION:

Motion to adopt an ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILLOW PARK, TEXAS PROVIDING FOR AN UPDATED RECORDS MANAGEMENT POLICY OF THE CITY OF WILLOW PARK; AMENDING ARTICLE 1.08 OF THE CITY OF WILLOW PARK CODE OF ORDINANCES.

EXHIBITS:

Proposed Ordinance

ADDITIONAL INFO:	FINANCIAL INFO:	
	Cost	
	Source of Funding	

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILLOW PARK, TEXAS PROVIDING FOR AN UPDATED RECORDS MANAGEMENT POLICY OF THE CITY OF WILLOW PARK; AMENDING ARTICLE 1.08 OF THE CITY OF WILLOW PARK CODE OF ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A CUMULATIVE/REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS OF THE ORDINANCE IN THE AMOUNT OF \$500.00; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Texas Local Government Records Act (Title 6, Subtitle C, Local Government Code), provides that each local government must establish an active and continuing records management program; and

WHEREAS, the City of Willow Park adopted a records management policy by Ordinance No. 274-90 in June 1990 (the "Original Records Management Policy") which has been codified in the City of Willow Park Code of Ordinances in Article 1.08, Records Management; and

WHEREAS, the City of Willow Park desires to update the Original Records Management Policy by adopting this revised ordinance to prescribe policies and procedures consistent with the Local Government Records Act and in the interests of cost-effective and efficient recordkeeping; and

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

SECTION 1. AMENDMENT TO ARTICLE 1.08, RECORDS MANAGEMENT. Article 1.08 is amended and restated to read in its entirety as follows:

"Sec. 1.08.001 DEFINITION OF RECORDS OF THE CITY OF WILLOW PARK. All documents, papers, letters, books, maps, photographs, sound or video recordings, microfilm, magnetic tape, electronic media, or other information-recording media, regardless of physical form or characteristic and regardless of whether public access to it is open or restricted under the laws of the state, created or received by the City of Willow Park or any of its officers or employees pursuant to law or in the transaction of public business, are declared to be the records of the City of Willow Park and shall be created, maintained, and disposed of in accordance with the provisions of this ordinance or procedures authorized by it and in no other manner.

Sec. 1.08.002 RECORDS DECLARED PUBLIC PROPERTY. All records as defined in Sec. 1.08.001 of this ordinance are declared to be the property of the City of Willow Park. No official or employee of the City of Willow Park has, by virtue of his or her position, any personal or property right to such records even though he or she may have developed or compiled them. The unauthorized destruction, removal from files, or use of such records is prohibited.

Sec. 1.08.003 POLICY. It is declared to be the policy of the City of Willow Park to provide for efficient, economical, and effective controls over the creation, distribution, organization, maintenance, use, and disposition of all records of this office through a comprehensive system of

(b) Every act in violation of this Ordinance shall constitute a separate offense.

Section 6. Effective Date.

This ordinance shall become effective immediately upon its passage and publication as required by law.

PASSED AND APPROVED on this the 8th day of March, 2022.

The Willow Park City Council is acting on Ordinance No. _____, did on the 8th day of March 2022 vote as follows:

	<u>FOR</u>	<u>AGAINST</u>	<u>ABSTAIN</u>
Doyle Moss	_____	_____	_____
Eric Contreras, Place 1	_____	_____	_____
Tyler VanSant, Place 2	_____	_____	_____
Greg Runnebaum, Place 3	_____	_____	_____
Lea Young, Place 4	_____	_____	_____
Nathan Crummel, Place 5	_____	_____	_____



CITY COUNCIL AGENDA ITEM BRIEFING SHEET

Meeting Date: March 8, 2022	Department: City Secretary	Presented By: Crystal Dozier
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AGENDA ITEM:

Discussion/Action: to authorize the City Manager to approve proposals with Records Consultants, Inc. (RCI), for the processing of inactive records at the City of Willow Park in accordance with the Records Retention Schedules published by the Texas State Library and Archives Commission (TSLAC).

BACKGROUND:

STAFF/BOARD/COMMISSION RECOMMENDATION:

Motion to authorize the City Manager to approve proposals with Records Consultants, Inc. (RCI), for the processing of inactive records at the City of Willow Park in accordance with the Records Retention Schedules published by the Texas State Library and Archives Commission (TSLAC) in an amount not to exceed \$72,000.

EXHIBITS:

Records Retention Processing Proposal, Document Imaging Proposal, and records storage photos.

ADDITIONAL INFO:	FINANCIAL INFO:	
	Cost	
Source of Funding		



RECORDS RETENTION PROCESSING PROPOSAL

February 14, 2022

Crystal Dozier
City of Willow Park
516 Ranch House Road
Willow Park, TX 76087

Dear Ms. Dozier,

Records Consultants, Inc. (RCI), a consulting company, is pleased to submit this proposal for the processing of inactive records at the City of Willow Park in accordance with the Records Retention Schedules published by the Texas State Library and Archives Commission (TSLAC). RCI has provided this service and developed Records Retention Plans for over 900 Texas local government agencies, including approximately 600 schools and 300 cities and counties since 1993. Records Consultants, Inc. has the experience, staff and expertise to process your boxes of inactive records and provide you with an indexed set of reports so that you can efficiently retrieve your documents.

Records Consultants, Inc. is a financially strong Texas Corporation. We employ 60 people (Field and Support Staff) of which approximately 40 are engaged in the records retention consulting function. No outside contractors will be used for this project.

PURPOSE

The RCI Records Retention Program is designed to process inactive records in order to meet the guidelines of TSLAC. In 1989, the Texas Legislature passed the Local Government Records Act, which requires all schools, municipalities, counties, hospitals, etc., to have a Records Retention Plan. Changes to that Act were published by the 74th Legislature in 1995. Each local government is required to appoint a Records Management Officer (RMO) who is the person responsible for ensuring the proper handling of records in your city. Examples of the TSLAC retention periods are as follows:

Board Minutes	Permanent	Annual Audits	Permanent
Bank Statements	5 Years	Invoices/Claims	5 Years
Bond Certificates	1 Year after payment	Attendance Reports	5 Years

A successful records management program depends on personnel being knowledgeable in all aspects of the statutory provisions of the records program. RCI's professional consultants, both those who primarily work in the field and those who work in the RCI office, work closely with TSLAC to ensure a thorough understanding and proper implementation of the Local Record Control Schedules. This relationship ensures that our consultants remain completely up-to-date to provide you with an inventory and identification of records that are eligible for destruction, to record and organize those records that must be retained, and to prepare all necessary documents to be forwarded to TSLAC for approval.



SCOPE OF WORK

RCI will review, prepare, or amend, as required, a Records Retention Control Schedule, based on a listing of all records, whether active or inactive, maintained by all departments and locations at the city. The Records Control Schedule will be based on current TSLAC Local Record Retention Schedules, federal guidelines, where applicable, and the recommendations made by your city.

Based on information gathered, we estimate the city has approximately **800 boxes** to be processed by RCI.

We will sort, classify, and inventory the inactive records and label them for retention or destruction, as applicable. It is not uncommon during initial projects (where records have not been processed for many years) that 40% to 60% of the records are past their retention period and eligible to be destroyed. The secure destruction of these records can be completed by RCI under a separate contract.

Note: This project does not include “purge” work requiring RCI to search the documents within each folder to determine exact retention requirements. Sets of records requiring that level classification and processing will be brought to the attention of the point of contact. Services for “purge” classification and processing can be arranged and would be covered on a separate contract.

CONTAINER OR BOX IDENTIFICATION

RCI will identify and catalog the records within each container (box) and will print and apply a label to each container. The label will include all relevant information regarding the records within the container, including:

Originating Organization and Department	Creation Date (date RCI applied label)
Container Number	Date Container is Eligible for Destruction
TSLAC Records Series Included within Container	Records Creation Year
Records Description(s)	Retention Requirement (Year, Permanent, or Destroy)

RCI will re-box the records needing to be retained into standard size boxes. RCI will do so using our standard size boxes, measuring approximately 12” x 15” x 10”. These boxes are easier to shelve and handle, and cost less for the volume of records stored. The smaller boxes will also reduce the chance of injury and lost time. We will set up your records retention center or place boxes in a separate area for eventual movement to a permanent location selected by you.



SAMPLE LABELS

Below are samples RCI labels that apply for various record retention requirements.

CITY OF ABC						
DEPARTMENT:	ADMINISTRATION			YEAR ELIGIBLE FOR DESTRUCTION		
CREATED BY:	JHM					
DATE CREATED:	3/8/2021					
CONTAINER CODE:	5001-0000001	CONTAINER BARCODE:		2022		
RECORD SERIES	DEPARTMENT	RECORD DESCRIPTION		RECORD YEAR	RET YRS	DESTROY YEAR
GR1025-26a	ADMINISTRATION	ACCOUNTS PAYABLE AND DISBURSEMENT RECORDS, ATTORNEY FEE INVOICES 18/19		2019	3	2022
GR1050-11	ADMINISTRATION	EMPLOYEE SELECTION RECORDS, REAPPOINTMENT OF BOARD MEMBERS 19/20		2020	2	2022
GR1050-28b	ADMINISTRATION	TRAINING AND EDUCATIONAL ACHIEVEMENT RECORDS, PLANNING AND ITINERARIES FOR RETREATS AND CONFERENCES 18-20		2020	2	2022

CITY OF ABC						
DEPARTMENT:	MIXED DEPARTMENTS			YEAR ELIGIBLE FOR DESTRUCTION		
CREATED BY:	EVM					
DATE CREATED:	1/20/2021					
CONTAINER CODE:	5001-0000003	CONTAINER BARCODE:		PERMANENT		
RECORD SERIES	DEPARTMENT	RECORD DESCRIPTION		RECORD YEAR	RET YRS	DESTROY YEAR
GR1075-16a	PUBLIC WORKS	CONSTRUCTION PROJECT RECORDS, (COMMUNITY PARK 154 ACRE) 17/18		2018	100	PERM
GR1000-03a	CITY SECRETARY	MINUTES, (CITY COUNCIL) 17/18		2018	100	PERM

CITY OF ABC						
DEPARTMENT:	MUNICIPAL COURT			YEAR ELIGIBLE FOR DESTRUCTION		
CREATED BY:	JHM					
DATE CREATED:	3/8/2021					
CONTAINER CODE:	5001-0000002	CONTAINER BARCODE:		DESTROY		
RECORD SERIES	DEPARTMENT	RECORD DESCRIPTION		RECORD YEAR	RET YRS	DESTROY YEAR
LC2350-06b	MUNICIPAL COURT	DOCKETS AND DOCKET SHEETS, (APR 2014) (HAL-OZM) 13/14		2014	5	2019



RECORDS ELIGIBLE FOR DESTRUCTION

Each box containing records which have been maintained past their minimum retention period will have a “Destroy” (or “D”) designation on the label (see sample images above). These records will be kept in those boxes and will not be re-boxed. Included in our reports will be a listing of box numbers with content description that are eligible for destruction.

“Destroy” (or “D”) boxes will be placed together in one separate area of the Records Retention Center and held until the RMO coordinates destruction of those eligible records. RCI can facilitate secure document destruction of those records as described below.

DESTRUCTION OF RECORDS

Once TSLAC has approved your Records Control Schedule, the RMO has permission to authorize the destruction of records and does not need a Letter of Destruction signed by TSLAC for each annual disposal of obsolete records.

After the processed boxes of records have gone through RCI’s internal “quality control” the boxes of records that are past their retention period can be destroyed. RCI can pick up the boxes, under a separate contract, that have been approved for destruction by the RMO. After the boxes have been destroyed, we will send you a Certificate of Destruction to be maintained with your records management documentation.

DELIVERABLES

Beginning in 2022 RCI has enhanced its delivery and maintenance of your records database to better help you comply with TSLAC records requirements. Upon completion of your on-site project RCI will provide your updated records database in our cloud hosted RCI Records Compliance Program via a secure private web portal. Secure access will be provided to the designated point of contact. RCI will maintain the database and you will have the ability to query the database in numerous ways to seek and find records. The Records Compliance Program is an integral part of our records retention services and will provide the following for your viewing or printing.


- a) Records Control Schedule
- b) Changes to Records Control Schedule
- c) Records in Storage by Department
- d) Records in Storage by Container Number
- e) *Records in Storage by Destruction Year
- f) *Records to Destroy from Update

* A copy of any one of these reports should be signed and filed by the RMO to verify proper records procedures have been followed.



RCI RECORDS COMPLIANCE PROGRAM

The updated records database will be provided at completion of our on-site project via our cloud hosted Records Compliance Program. The records database with container dispositions will be accessible through your private web portal with secure private access. Access can be made available for an unlimited number of users in your city. The program helps you comply with your TSLAC records inventory requirements.

**RCI ISD**
Records Retention CenterWelcome back, CHRIS CORYELL
[My Profile](#) | [User Manual](#) | [Manage Users](#) | [Logoff](#)

Reports of Records in RRC

- Records Retention Update Report

All Records in RRC

- By Alphabetic Order
- By Box #
- By Destruction Year
- By Department by Box #

Reports of Records Eligible for Destruction

- Records Eligible for Destruction from Last Update
- Records Eligible for Destruction by Department
- All Records Eligible for Destruction
- By Year Eligible for Destruction
- By Department by Box #

TSLAC Compliance Information

Last Update: 05/03/2021
RMO Name: DAN GIBBENS
RMO Title: SUPERINTENDENT
Adopted Schedules: EL, GR, SD, TX

- Records Control Schedule
- Records Control Schedule by Department
- Current Non-Standard Retention Periods

Records Search

- By Box #
- By Record Series #
- By Department
- By Description
- By Destruct Year to

Advanced Records Search

No conditions specified

 is
Add

Export Services

- Retention Schedule
- All Boxes
- All Records

RCI Technical Support

Call: 877-363-4127
Email: eRRPSUPPORT@rcitech.com

RCI will update the database and records disposition when RCI performs physical document destruction (shredding) services of your records. If you are using other destruction services, you can send your request to errpsupport@rcitech.com to amend your database. RCI Records Compliance Program will be invoiced annually on the first of the month following completion of your on-site records retention project.



ANNUAL UPDATES

Under separate contracts, RCI can return and perform annual updates of inactive records accumulated since our last visit. We will process records in the same manner as described earlier in this proposal. We will also reset the RRC and pull the boxes eligible for destruction and amend any documents to be forwarded to TSLAC for approval. After the on-site work has been completed, RCI will update your records database to include the new records and changes made by RCI. The updated database will be available to you in your secure web portal.

PRICING

RCI will charge you for the actual number of labeled boxes and labeled plan sets processed. The pricing for this contract is based on the following estimates for on-site retention processing.

- On-site retention processing fee of **800 boxes** of inactive boxes at **\$24.00 per box**
 - Based on 800 boxes the cost equates to $(800 \text{ boxes} \times \$24.00/\text{box}) = \mathbf{\$19,200.00}$

The cost of on-site retention processing includes labor and travel time, per diem, lodging, and vehicle expenses. RCI will provide your updated records database in our cloud hosted Records Compliance Program at completion of the project. A **\$300.00** flat fee for access and support of the RCI Records Compliance Program will be invoiced annually. RCI will require an initial payment of 50% of on-site fees payable at the end of the on-site portion of the project, and the remainder due upon the delivery of the Records Compliance Program. (Terms, net 10 days).

SUMMARY

This “turn-key” project will require very little time or effort by your personnel. The results will be:

- * Compliance with TSLAC requirements
- * Removal of outdated records
- * Improved access to retained records
- * Reduced litigation exposure
- * Additional Space

When you are ready to schedule this project, please sign and date the acceptance page and return it to RCI via email or fax at (877) 366-0776. If you have any questions pertaining to this proposal, please contact me at (877) 363-4127.

**Please note that we do not need a PO or PO # to schedule the work and we typically schedule projects two to three months in advance. **

Thank you for your consideration,

A handwritten signature in black ink that reads "Linda LaField". The signature is written in a cursive, flowing style.

Linda LaField
Account Manager



ACCEPTANCE OF RECORDS RETENTION PROCESSING PROPOSAL

DATED FEBRUARY 14, 2022

BY CITY OF WILLOW PARK

WILLOW PARK, TEXAS

- [] On-site retention processing fee of **800 boxes** of inactive boxes at **\$24.00 per box**
 - o Based on 800 boxes the cost equates to (800 boxes x \$24.00/box) = **\$19,200.00**

Note: RCI will invoice based on the actual number of boxes/plans worked during the project. The destruction fee is \$6.50 per eligible box/container and **will be authorized under a separate contract.**

The cost of on-site retention processing includes labor and travel time, per diem, lodging, and vehicle expenses. RCI will provide your updated records database in our cloud hosted Records Compliance Program at completion of the project. A **\$300.00** flat fee for access and support of the RCI Records Compliance Program will be invoiced annually.

Payment Schedule:

Estimated fees due upon completion of on-site phase	\$ 19,200.00
Estimated balance due upon delivery of the Record Compliance Program (Terms, net 10 days).	\$ 19,500.00

Name _____ Title _____

Signature _____ Date _____

Phone Number _____ Fax Number _____

Email _____ Purchase Order # _____



DOCUMENT IMAGING PROPOSAL

February 14, 2022

Crystal Dozier
City of Willow Park
516 Ranch House Road
Willow Park, TX 76087

Dear Ms. Dozier,

Records Consultants, Inc. (RCI) is pleased to submit this proposal to City of Willow Park for processing and scanning the City's Permanent Records. RCI offers a highly efficient, multi-level quality check imaging process to ensure 100% capture of your documents.

The attached proposal will cover the following information:

- RCI 7-Step Process
- Work Schedule
- Delivery of Image Database/Software
- Post-Project Disposition of Records
- Project Scope & Fees
- Payment Terms & Conditions
- RCI Document Imaging Process (Workflow)
- Acceptance Page

If you should have any questions pertaining to this proposal, please do not hesitate to call me at (877) 363-4127. We greatly appreciate your continued interest in our services and look forward to assisting you with this project.

Sincerely,

A handwritten signature in black ink that reads "Linda LaField". The signature is written in a cursive, flowing style.

Linda LaField
Account Manager

RCI 7-Step Process

The imaging process for your permanent records consists of preparing, scanning, and indexing the document with quality checks throughout each phase of production. We have included an attachment that displays the workflow of this project.

- 1. Packaging, Boxing, and Transporting Records:** RCI will retrieve the documents and transport them to RCI in San Antonio, Texas for purging (upon request), preparing, scanning and indexing. RCI will process and image records by completing the following functions listed below. RCI offers optional services for boxing records that are filed in cabinets or shelving units. Additional fees apply.
- 2. Document Preparation:** RCI will prepare all documents for the scanning function. We will remove staples and paper clips, mount or copy any under-sized documents and tape any torn pages, if necessary. These documents will then be staged for the scanning process.
- 3. Document Scanning:** RCI will scan all selected documents found in the files. We will perform a scan quality check by visually inspecting each image and perform enhancements when necessary. Please note that scanning is only offered for standard office paper sizes (letter, legal, file folders, 11”x 17” paper, and smaller) and images will be in 200 dpi (dots per inch). Scanning at 300 dpi or greater can be supported upon request but increases data size. Oversized document exceeding 17” dimension incur additional fees. Optical Character Recognition (OCR) enabling full-text searchable images is offered for an additional fee.
- 4. Document Indexing:** RCI will index each record with up to 3 index fields. Index fields for the various type of records will be coordinated prior to beginning the scanning process. RCI will also coordinate the masking, formatting and delimiters to be used for the index values. Additional index fields can be supported, and additional fees would apply.
- 5. Final Audit and Quality Control:** RCI will conduct a final audit of the document image database to ensure that 100% of all documents have been captured, the images are sufficient to reproduce the record, and the images are appropriately indexed and accessible.
- 6. Delivery of Image Database and File Access Software:** Electronic file images will be created at completion of the scanning process. The scanned images will be provided electronically via FTP or on an external storage media, such as DVD, USB flash drive, or USB hard drive only if the client requests the scanned images in PDF format. Images can also be viewed with the purchase of the PaperVision® Enterprise (PVE) software or the ImageSilo® hosted document management service.
- 7. Post-Project Records Disposition:** After the project is completed, there are two options for disposition of the physical documents. RCI can return the documents to the client or request RCI to complete document destruction services for these records.

Work Schedule

RCI anticipates the following schedule to complete the entire project:

Activity	Duration of Time
Packaging, Boxing and Transporting Records	1 day
Prep and Scan Required Documents	3-4 weeks
Index, Quality Control, and Prepare Final Packaging of Scanned Images	3-4 weeks
Installation and Training of Final Database	1 day

Also, if you require access to a particular document during the imaging process, RCI will scan the requested document and electronically transmit the image to the designated point of contact. Document requests will be fulfilled within one to two business days.

Delivery of Image Database/Software

There are several options in which to provide the scanned images. RCI can deliver the final project through the ImageSilo® in a cloud hosted document management service, PaperVision® Enterprise (PVE) software, in individual PDF files, or in other formats that may be imported into your existing application(s). RCI provides installation, training, and support and can provide Professional Services to support integration. ImageSilo® installation and training can be provided remotely or onsite, while PVE software installation and training requires on-site services.

Option #1: PaperVision® Enterprise (PVE) is a powerful ECM software application provided under an end-user licensure fee. PVE allows multiple licenses to be connected to a centralized data/image repository. The content management features include customized security for users and groups, file modification, image redaction, interface with Microsoft applications, usage audit trail, and other valuable features and functions. Should you choose to purchase the PaperVision® Enterprise software, RCI will install this software on the hardware you desire. Installation will be accomplished at the Professional Services Rates. Annual Maintenance fees will apply for ongoing license renewals and support.

Option #2: RCI recommends **ImageSilo®**. **ImageSilo®** is a secure, online, cloud hosted document management service offering robust Enterprise Content Management (ECM) features at a low monthly fee. Fees are based only on data storage utilized with allotments starting out at 5 GB per month, and additional increments are available to handle all size projects.

- Supports unlimited users with no additional software license fees
- No up-front costs for hardware or software license
- No annual maintenance fees for software support
- Always running the current and latest version without incurring version upgrade headaches
- Eliminates headaches associated with infrastructure development and data management

Option #3: Custom Image and Data Output: RCI can provide other tailored formats to match your unique situation. RCI can provided named multipage PDF files via FTP or external USB media for import into most common content management systems.

Post-Project Disposition of Records

After the project is completed, there are two options for disposition of the physical documents:

Option #1: Secure Document Destruction – RCI can destroy the documents in our secure document destruction facility. A document destruction fee will apply. RCI will store the physical documents for 60 days at our secure facility prior to destruction. Records held for more than 60 days at RCI’s facilities will incur additional storage fees at a rate of \$ 1.05 per box per month. The boxes and contents will be shredded and recycled. After the documents have been destroyed, we will provide a Certificate of Destruction to complete your audit trail.

Option #2: Return of Documents – Transportation fees apply. If the returned boxes are to be removed from pallets and shelved by RCI staff, additional fees will be included. Records in returned boxes are not in the original format or folder. During the image processing, contents are separated into groups of purged or scanned items. Scanned materials are bundled together in their same box with break sheets between each record. Purged contents are usually within the folder of which they were originally included. Additional fees apply to reconstruct the folder (excluding binding, staples, paperclips, etc.) to its original contents. Records for projects that did not include the purge function will also be bundled and outside of their original folder or binding. Returned records will be in boxes and palletized. Removing boxes from pallets and stacking on shelves may incur additional fees.

Project Scope & Fees

Based on the information gathered, we estimate the following quantities of records:

- **2 Filing cabinet drawers of Permanent Inactive Personnel Records containing an estimated 8,500 images (requiring an estimated 4 boxes)**
- **28 Binders of Permanent Minutes/Agendas/Planning Records containing an estimated 7,000 images (requiring an estimated 4 boxes)**
- **3 Filing cabinet drawers of Permanent City Ordinance Records containing an estimated 8,500 images (requiring an estimated 4 boxes)**
- **4 Filing cabinet drawers of Permanent Council Minutes/Packets Records containing an estimated 13,000 images (requiring an estimated 6 boxes)**
- **Approximately one half of the large format Building/Construction Plans in public storage unit containing an estimated 5,000 sheets (containing an estimated 34 boxes)**
- **Large format Building/Construction Plat in water tower storage office containing an estimated 7,000 sheets (containing an estimated 48 boxes)**

Project scope on services included in this proposal:

- ✓ Box, label and inventory an estimated 101 boxes of records for transportation (RCI to provide boxes)
- ✓ Transportation of an estimated 101 boxes to RCI secure facilities in San Antonio
- ✓ Prep & scan permanent departmental records at 200 dpi bitonal (sized up to 11” x 17”)
- ✓ Prep & scan large format records at 300 dpi bitonal (sized over 11” x 17”)
- ✓ Index each document with 3 index fields
 - Inactive Personnel – **LAST NAME, FIRST NAME and SS# (last 4 digits)**
 - Minutes/Agendas/Ordinances - **DOCUMENT TYPE, TITLE and DATE (or Year)**
 - Construction/Bldg. Records – **PLAN NAME, ADDRESS OR ID# and DATE (or Year)**
- ✓ Provide named PDF, full-text searchable files and image database to be provided via secure FTP
- ✓ Secure Destruction of records after verification of all scanned records (within 60 days of final delivery)

Our calculations are based on estimates obtained during our visit and information provided by the point of contact. It is estimated that that the total number of images will likely range from 40,000 to 70,0000 images. Disk storage space for the file images and database will is estimated to be approximately 20 GB (gigabytes).

QUANTITY	DESCRIPTION	BUYBOARD CONTRACT	WILLOW PARK UNIT PRICE	LINE TOTAL
	BOXING, TRANSPORTATION, & RECORDS DISPOSITION			
101	Box, Label and Inventory Records for Transportation (Per Box)	\$ 8.00	\$ 8.00	\$ 808.00
1	Pickup Transportation of Boxes (Per Round Trip)	\$ 660.00	\$ 575.00	\$ 575.00
101	Secure Document Destruction (Per Box)	\$ 8.50	\$ 3.50	\$ 353.50
	IMAGING PERMANENT CITY RECORDS			
8,500	Prep/Scan/Index/Quality Control- Personnel Records (Per Image)	\$ 0.29	\$ 0.18	\$ 1,530.00
8,500	OCR - Full-Text Searchable Images (Per Image)	\$ 0.03	\$ 0.02	\$ 170.00
7,000	Prep/Scan/Index/Quality Control- Mintues/Agendas (Per Image)	\$ 0.29	\$ 0.18	\$ 1,260.00
7,000	OCR - Full-Text Searchable Images (Per Image)	\$ 0.03	\$ 0.02	\$ 140.00
8,500	Prep/Scan/Index/Quality Control- Ordinances (Per Image)	\$ 0.29	\$ 0.18	\$ 1,530.00
8,500	OCR - Full-Text Searchable Images (Per Image)	\$ 0.03	\$ 0.02	\$ 170.00
13,000	Prep/Scan/Index/Quality Control- Council Packets (Per Image)	\$ 0.29	\$ 0.18	\$ 2,340.00
13,000	OCR - Full-Text Searchable Images (Per Image)	\$ 0.03	\$ 0.02	\$ 260.00
	IMAGING PERMANENT LARGE FORMAT CONSTRUCTION PLANS			
5,000	Purge/Prep/Scan/Index/Quality Control - Building Plans (Per Sheet)	\$ 3.00	\$ 2.00	\$ 10,000.00
7,000	Purge/Prep/Scan/Index/Quality Control - Building Plans (Per Sheet)	\$ 3.00	\$ 2.00	\$ 14,000.00
	IMAGE DATA DELIVERY			
1	Data Delivery of PDF Files on Extrernal USB Media	N/A	\$ 125.00	\$ 125.00
		Total	Total	\$ 33,261.50

Payment Terms & Conditions

The following payment terms apply:

15% due upon contract acceptance

35% due upon contract initiation

50% (balance) due upon delivery

The ImageSilo® web hosted document management service will be billed on a monthly basis to begin on the first day of the month following completion of the project. If storage capacity is increased, additional fees will be reflected in the following month's invoice.

It is important to note that during each phase of the project we will continually monitor the number of files and images that are being processed. The pricing in this proposal is based on the estimated quantities and the final bill will be adjusted to reflect the actual count of files or images worked in the project. If there is an indication that the number of files or images may vary significantly from the estimates provided, we will immediately notify the designated point of contact of the variation.

Authorization

When you approve this proposal, sign the acceptance page and fax it to Records Consultants, Inc. at (877) 366-0776.

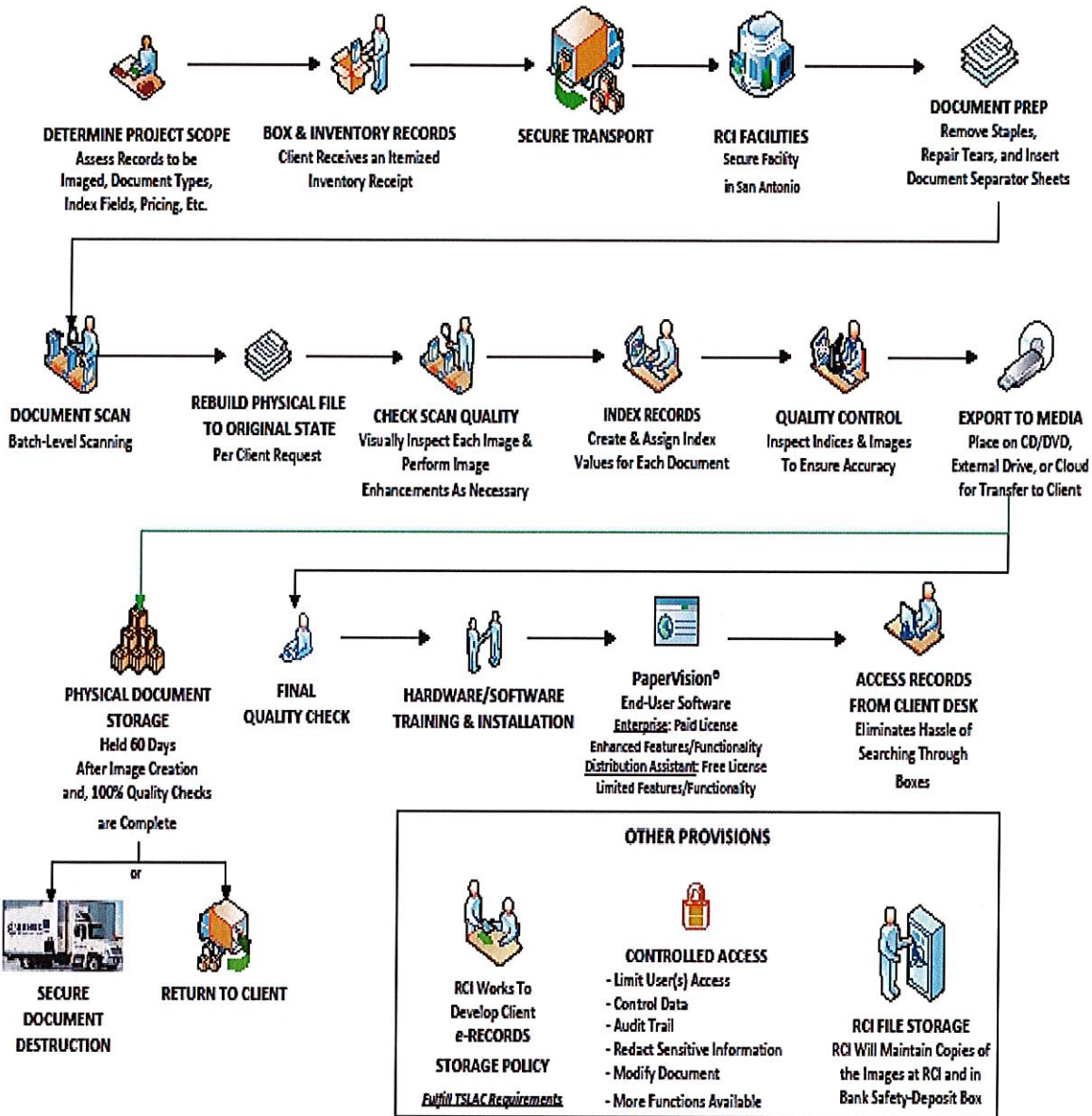
Sincerely,



Linda LaFiled
Account Manager



RCI DOCUMENT IMAGING WORKFLOW





Document Imaging Acceptance

Records Consultants, Inc.

12829 Wetmore Road
 San Antonio, TX 78247
 Office: (877) 363-4127
 Fax: (877) 366-0776

Quotation Date: February 14, 2022
 Salesperson: Linda LaField
 Email: llafield@rcitech.com
 Website: www.rcitech.com

TO: Ms. Crystal Dozier
 City of Willow Park
 516 Ranch House Rd
 Willow Park, TX 76087

Payment Terms
 15% due upon contract acceptance
 35% due upon initiation of project
 50% due upon completion of project, net 10 days

QUANTITY	DESCRIPTION	BUYBOARD CONTRACT	WILLOW PARK UNIT PRICE	LINE TOTAL
BOXING, TRANSPORTATION, & RECORDS DISPOSITION				
101	Box, Label and Inventory Records for Transportation (Per Box)	\$ 8.00	\$ 8.00	\$ 808.00
1	Pickup Transportation of Boxes (Per Round Trip)	\$ 660.00	\$ 575.00	\$ 575.00
101	Secure Document Destruction (Per Box)	\$ 8.50	\$ 3.50	\$ 353.50
IMAGING PERMANENT CITY RECORDS				
8,500	Prep/Scan/Index/Quality Control- Personnel Records (Per Image)	\$ 0.29	\$ 0.18	\$ 1,530.00
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IMAGING PERMANENT LARGE FORMAT CONSTRUCTION PLANS				
5,000	Purge/Prep/Scan/Index/Quality Control - Building Plans (Per Sheet)	\$ 3.00	\$ 2.00	\$ 10,000.00
7,000	Purge/Prep/Scan/Index/Quality Control - Building Plans (Per Sheet)	\$ 3.00	\$ 2.00	\$ 14,000.00
IMAGE DATA DELIVERY				
1	Data Delivery of PDF Files on Externel USB Media	N/A	\$ 125.00	\$ 125.00
			Total	Total
				\$ 33,261.50

BuyBoard Contract 625-20

Name: _____

Title: _____

Signature: _____

Date: _____

Email Address: _____

Purchase Order #: _____

PLEASE FAX SIGNED ACCEPTANCE TO (877) 366-0776.

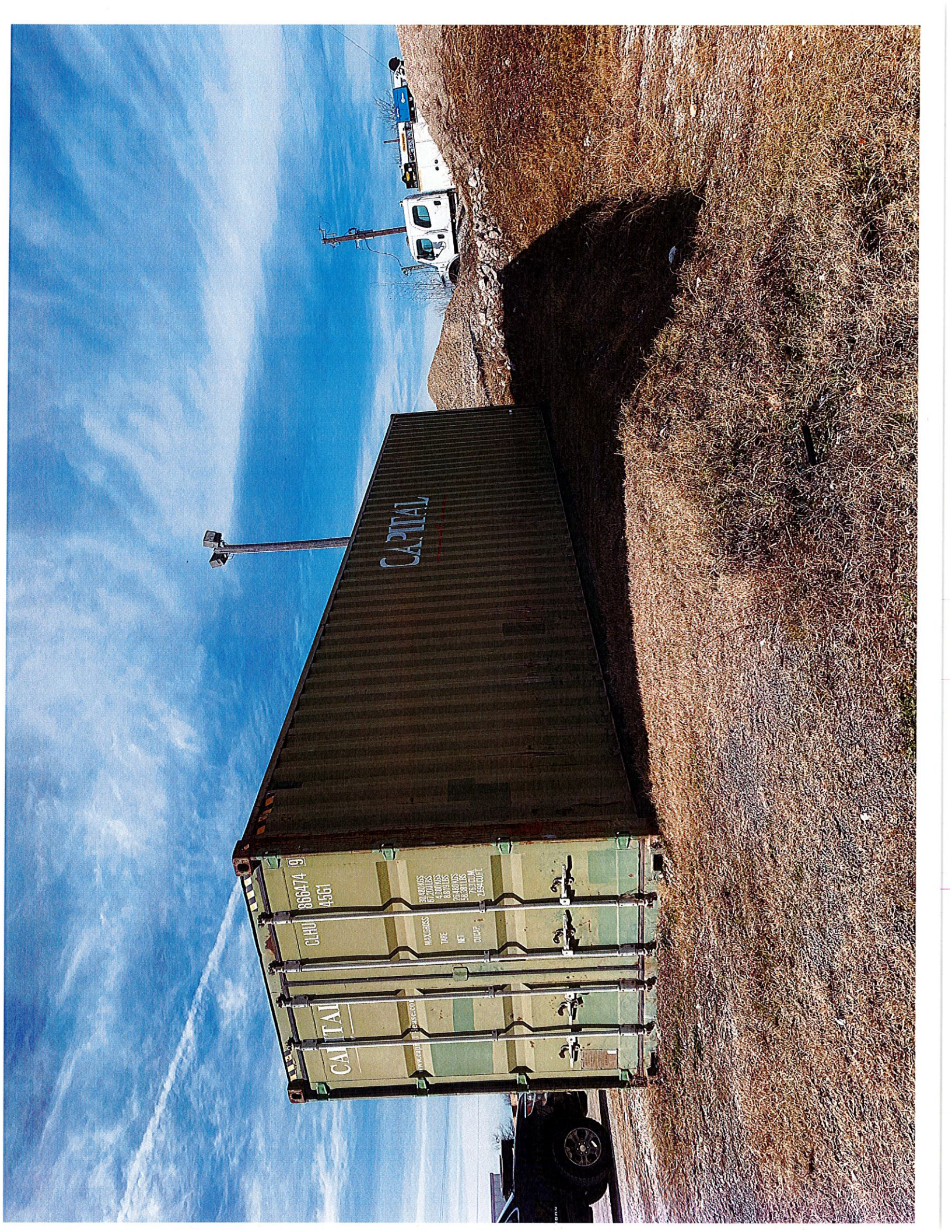
llafield@rcitech.com

THANK YOU FOR YOUR BUSINESS!









CAPITAL

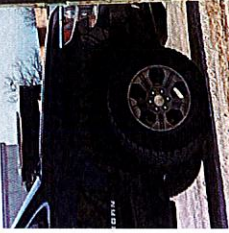
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38' DRY VAN
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CUBIC FT.

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WWW.CAPITALTRUCKS.COM







CITY COUNCIL AGENDA ITEM BRIEFING SHEET

Council Date: March 8, 2022	Department: Admin	Presented By: City Attorney
---------------------------------------	-----------------------------	---------------------------------------

AGENDA ITEM:

Discussion / Action: The City Council shall consider participation in the settlements reached by the Texas Attorney General with Endo Pharmaceuticals and Teva Pharmaceuticals and authorize the City Administrator to sign election and release forms and any other documents necessary to participate in the settlements

BACKGROUND:

Texas Attorney General Ken Paxton has reached two statewide settlements with Teva Pharmaceuticals and Endo Pharmaceuticals. Teva is to pay \$225 million to Texas and its political subdivisions in the form of direct payments and regional payments. Endo is to pay \$63 million to Texas and its political subdivisions in the form of direct payments and regional payments. The City of Willow Park will receive the following direct payments:

Endo: \$1,268.65

Teva: \$2,989.35

The direct payments may be used on any item that has an opioid nexus, which means it is spent on something with a past or future expenditures related to opioids. The AG's office has stated that the accounting on that is whatever your internal accounting procedures currently are. The list of uses on the website is non-exhaustive. Reimbursement for past police, fire, and first responder costs related to opioids (or for future expenditures for police, fire, and first responder costs related to opioids) would be a use that fits the opioid nexus requirement.

The estimated regional payments that will be paid to Region 10 (which Willow Park is a member) are as follows:

Region 10 Endo: \$3,141,164.58

Region 10 Teva: \$7,401,591.54

The regional payments will be administered by the Texas Opioid Council. For the money administered by the Texas Opioid Council, those monies will be able to be applied for by the City and will have requirements that come from the rules promulgated by the Texas Opioid Council. Those rules are in the process of being drafted at this time.

Staff recommends participating in the settlements with Endo and Teva.

STAFF/BOARD/COMMISSION RECOMMENDATION:

Suggested Motion: I move that the City of Willow Park participate in the settlements reached by the Texas Attorney General Endo Pharmaceuticals and Teva Pharmaceuticals and authorize the City Administrator to sign election and release forms and any other documents necessary to participate in the settlements

EXHIBITS: Teva Opioid Settlement

From: [Opioids](#)
To: [Opioids](#)
Subject: NOTICE: TEVA OPIOID SETTLEMENT
Date: Wednesday, February 9, 2022 4:23:23 PM
Attachments: [TEVA TX Subdivision Release Form.pdf](#)



TO LOCAL POLITICAL SUBDIVISIONS:
IMPORTANT INFORMATION ABOUT TEVA OPIOID SETTLEMENT.
SUBDIVISIONS MUST SUBMIT SIGNED DOCUMENTATION TO PARTICIPATE.
THE DEADLINE FOR PARTICIPATION IS MARCH 10, 2022.

This letter is part of the formal notice required by the Settlement.

If your subdivision is represented by an attorney with respect to opioid claims, please immediately contact them.

Please note that this settlement is a **NEW** opioid settlement; your subdivision may have previously submitted documents for the Distributors, Janssen/J&J, and Endo settlements.

To participate in this Teva settlement, you will need to submit new documentation.

WHY IS YOUR SUBDIVISION RECEIVING THIS NOTICE?

You are receiving this letter because Texas settled with Teva, and your subdivision may participate in the Settlement. This notice is being sent directly to subdivisions who are not litigating against Teva. If you are represented by an attorney with respect to opioid claims, please immediately contact them. Please note that there is no need for subdivisions to be represented by an attorney or to have filed a lawsuit to participate in the Settlement.

Your subdivision may have already signed on to the Distributor, Janssen/J&J., and Endo settlements and adopted the Texas Term Sheet. **If so, do not disregard this notice. This Settlement is a settlement with Teva.** If you have already signed on to the Teva Settlement, you may disregard this notice.

HOW DO YOU PARTICIPATE IN THE SETTLEMENTS?

You must go to the Texas Attorney General's website to participate in the Settlements (if your subdivision is eligible). All required documentation must be executed and submitted to the email address: opioids@oag.texas.gov. Your subdivision will need to submit the Texas Subdivision and Special District Election and Release Form. Please also be sure to include in the Form the identity and email address of the individual who will be authorized to sign formal and binding documents on behalf of your subdivision.

SETTLEMENT OVERVIEW

After years of negotiations, a proposed Texas settlement agreement ("Settlement") has been reached that would resolve all opioid claims for Texas and its political subdivisions against pharmaceutical manufacturer Teva Pharmaceutical Industries Ltd.; Teva Pharmaceuticals USA,

Inc. (“Teva USA”); Cupric Holding Co., Inc.; Teva Pharmaceutical Holdings Cooperative U.A.; Teva Pharmaceuticals Europe B.V.; Cephalon, Inc.; Watson Laboratories, Inc.; Actavis LLC; Actavis Pharma, Inc. f/k/a Watson Pharma, Inc.; Warner Chilcott Co., LLC; Actavis South Atlantic LLC; Actavis Elizabeth LLC; Actavis Mid Atlantic LLC; Actavis Totowa LLC; Actavis Kadian LLC; Actavis Laboratories UT, Inc. f/k/a Watson Laboratories Inc.-Salt Lake City; Actavis Laboratories FL, Inc. f/k/a Watson Laboratories, Inc.-Florida; and Anda, Inc. (“Teva”).

The proposed Settlement requires Teva to pay \$225 million (the “Settlement Amount”) to Texas and its political subdivisions. Of the Settlement Amount, \$150 million is to be a direct monetary payment, of which approximately \$131.5 million is earmarked for use by Texas and its subdivisions to remediate and abate the impacts of the opioid crisis. As part of the settlement, Teva will also provide \$75 million worth of generic Narcan to the State of Texas for use by local law enforcement and medical personnel to provide lifesaving intervention for opioid overdoses.

The Settlement also contain injunctive relief provisions governing the opioid marketing and sale practices at the heart of the opioid claims in the lawsuits.

The subdivisions within Texas are entitled to decide whether they wish to participate in the settlement. Any subdivision that does not participate cannot directly share in any of the settlement funds.

WHERE CAN YOU FIND MORE INFORMATION?

This letter is intended to provide a brief overview of the Settlement. Detailed information about the Settlement may be found at the website set up by Office of the Attorney General of Texas: <https://www.texasattorneygeneral.gov/globalopioidsettlement>.

WHY YOU SHOULD PARTICIPATE

Texas and attorneys for Bexar, Dallas, Harris, and Tarrant counties have announced support of this settlement.

Subdivision participation is strongly encouraged, for the following reasons:

First, the amounts to be paid under the settlement, while insufficient to abate the epidemic fully, will contribute to allowing Texas and its local governments to commence with meaningful change designed to curb opioid addiction, overdose, and death, following on the Distributors and Johnson & Johnson/Janssen settlements from 2021;

Second, time is of the essence. The opioid epidemic continues to devastate communities around the country, and it is critical that the funds begin to flow to allow governments to address the epidemic in their communities *as soon as possible*; and

Third, you know first-hand the effects of the opioid epidemic on your community. Funds from these settlements will be used to commence abatement of the crisis and provide relief to your citizens while litigation and settlement discussions proceed against numerous other defendants in the opioid industry.

HOW WILL SETTLEMENT FUNDS BE ALLOCATED IN TEXAS?

The Texas Term Sheet, which sets the allocation between subdivisions and the State, can be found on the Texas Attorney General’s website. Any questions concerning the status or terms of the Texas Term Sheet and allocations in Texas can be directed to the Texas Attorney General’s Office.

You may be contacted by the Texas Attorney General's Office with additional information regarding the allocation of settlement funds in Texas. Subdivisions with representation can expect information from their attorneys. We encourage you to review all materials and to follow up with any questions. The terms of these settlements are complex, and we want to be sure you have all the information you need to make your participation decision.

NEXT STEPS

This settlement requires that you take affirmative steps to 'opt in' to the settlement. If you do not act, you will not receive any settlement funds.

First, have your authorizing person(s) or body begin to review the materials on the website concerning the settlement agreement terms and the Texas Term Sheet. Develop a list of questions for your counsel or the Texas Attorney General's Office. Your subdivision will need to begin the process of deciding whether to participate in the proposed settlement, and subdivisions are encouraged to work through this process well before the March 10, 2022, deadline. Again, the Texas Attorney General's Office, your counsel, and other contacts within the state are available to discuss the specifics of the settlements within your state and we encourage you to discuss the terms and benefits of the settlements with them.

Second, should you decide to proceed with participating, your subdivision will need to submit your signed Subdivision and Special District Election and Release Form to opioids@oag.texas.gov.

NOTE: if your subdivision has not already done so, your subdivision will need to adopt the Texas Term Sheet and its intrastate allocation schedule. If your subdivision has previously signed on to the Distributors, J&J/Janssen, and/or Endo settlements, you will have already adopted the Texas Term Sheet. There is no need to readopt the Texas Term Sheet. If you have NOT adopted the Texas Term Sheet, please contact opioids@oag.texas.gov.

We urge you to view the Texas Attorney General's website at your earliest convenience. Information and documents regarding the settlement can be found on the settlement website at: <https://www.texasattorneygeneral.gov/globalopioidsettlement>

Questions regarding the opioid settlements can be directed to: Stephanie Eberhardt (stephanie.eberhardt@oag.texas.gov), Caroline Griggs (caroline.griggs@oag.texas.gov), and opioids@oag.texas.gov.

FREQUENTLY ASKED QUESTIONS

1. **My subdivision already signed up for opioid settlements, is that good enough for this settlement?**

No, you will need to submit the Teva Subdivision and Special District Election and Release Form specifically for this settlement; opting in to the other settlements does not sign you up for this one.

2. **Does my subdivision need to pass a resolution to sign up for this settlement?**

This depends on the specifics of what your county or city is required to do to release legal claims. If your city manager, for example, is authorized to generally enter into opioid settlements, you may not need a resolution. Consult your legal counsel for advice.

If your subdivision has already adopted the Texas Term Sheet to sign on to a previous opioid settlement, you do NOT need to adopt an additional resolution.

3. **When will my subdivision receive funds from this settlement and/or the other settlements?**

Funds for the Distributors, J&J/Janssen, Endo, and now Teva settlement are still

on track to being paid out in March or April of this year. We will provide updates when we have more information.

4. How much will my subdivision receive from the Teva Settlement?

If you have questions about your subdivision's individual allocation amount, please contact Stephanie Eberhardt (stephanie.eberhardt@oag.texas.gov), Caroline Griggs (caroline.griggs@oag.texas.gov), or opioids@oag.texas.gov.

Exhibit A

**TEXAS SUBDIVISION AND SPECIAL DISTRICT
ELECTION AND RELEASE FORM**

This Election and Release Form for Texas Participating Subdivisions¹ resolves opioid related Claims against Endo/Par under the terms and conditions set forth in the Endo/Par Texas State-Wide Opioid Settlement Agreement between Endo/Par, the State of Texas, and the Counties of Dallas, Bexar, Harris and Tarrant (the “Agreement”), the provisions of which are here incorporated by reference in their entirety. Upon executing this Election and Release Form, a Participating Subdivision agrees that, in exchange for the consideration described in the Agreement, the Participating Subdivision is bound by all the terms and conditions of the Agreement, including but not limited to the Release found in Section VII of the Agreement and the provisions concerning participation by Subdivisions or Special Districts in Section VIII, and the Participating Subdivision and its signatories expressly represent and warrant on behalf of themselves that they have, or will have obtained on or before the Effective Date or on or before the execution of this Election and Release Form if executed after the Effective Date, the authority to settle and release, to the maximum extent of the Subdivision’s and Special District’s power, all Released Claims related to Covered Conduct. If this Election and Release Form is executed on or before the Initial Participation Date, the Participating Subdivision shall dismiss Endo/Par and all other Released Entities with prejudice from all pending cases in which the Participating Subdivision has asserted Covered Claims against Endo/Par or a Released Entity no later than the Initial Participation Date. If this Election and Release Form is executed after the Initial Participation Date, the Participating Subdivision shall dismiss Endo/Par and all other Released

¹ The Agreement defines a “Participating Subdivision” as a Subdivision or Special District that signs this Election and Release Form and meets the requirements for becoming a Participating Subdivision under subsection VIII.A. of the Agreement.

Entities with prejudice from all pending cases in which the Participating Subdivision has asserted Covered Claims against Endo/Par or a Released Entity concurrently with the execution of this form. By executing this Election and Release Form, the Participating Subdivision submits to the jurisdiction of the Honorable Robert Schaffer, *In Re: Texas Opioid Litigation*, MDL No. 18-0358, Master File No. 2018-63587, in the 152nd Judicial District Court, Harris County, Texas.

- Dated: _____

Texas Subdivision Name: City of Willow Park

By: _____

Bryan Grimes
City Manager
516 Ranch House Road, Willow Park, Texas 76087
(817) 441-7108
bgrimes@willowpark.org



Exhibit B

**TEXAS SUBDIVISION AND SPECIAL DISTRICT
ELECTION AND RELEASE FORM**

This Election and Release Form for Texas Participating Subdivisions¹ resolves opioid related Claims against Teva under the terms and conditions set forth in the Teva Texas State Wide Opioid Settlement Agreement between Teva, the State of Texas, and the Counties of Dallas, Bexar, Harris and Tarrant (the “Agreement”), the provisions of which are here incorporated by reference in their entirety. Upon executing this Election and Release Form, a Participating Subdivision agrees that, in exchange for the consideration described in the Agreement, the Participating Subdivision is bound by all the terms and conditions of the Agreement, including but not limited to the Release found in Section VII of the Agreement and the provisions concerning participation by Subdivisions or Special Districts in Section VIII, and the Participating Subdivision and its signatories expressly represent and warrant on behalf of themselves that they have, or will have obtained on or before the Effective Date or on or before the execution of this Election and Release Form if executed after the Effective Date, the authority to settle and release, to the maximum extent of the Subdivision’s and Special District’s power, all Released Claims related to Covered Conduct. If this Election and Release Form is executed on or before the Initial Participation Date, the Participating Subdivision shall dismiss the Released Claims with prejudice and sever Teva and all other Released Entities from all pending cases in which the Participating Subdivision has asserted Covered Claims against Teva or a Released Entity no later than the Initial Participation Date. If this Election and Release Form is executed after the Initial Participation Date, the Participating Subdivision shall dismiss the Released Claims with prejudice and sever Teva and all other Released Entities from all

¹ The Agreement defines a “Participating Subdivision” as a Subdivision or Special District that signs this Election and Release Form and meets the requirements for becoming a Participating Subdivision under subsection VIII.A. of the Agreement.

pending cases in which the Participating Subdivision has asserted Covered Claims against Teva or a Released Entity concurrently with the execution of this form. By executing this Election and Release Form, the Participating Subdivision submits to the jurisdiction of the Honorable Robert Schaffer, *In Re: Texas Opioid Litigation*, MDL No. 18-0358, Master File No. 2018-63587, in the 152nd Judicial District Court, Harris County, Texas.

Dated: _____

Texas Subdivision Name: City of Willow Park

By: _____

Bryan Grimes

City Manager

516 Ranch House Road, Willow Park, Texas 76087

(817) 441-7108

bgrimes@willowpark.org