

**AGENDA ITEM # 32**

**KEY FOCUS AREA:** Culture, Arts and Recreation and Educational Enhancements

**AGENDA DATE:** October 11, 2016

**COUNCIL DISTRICT(S):** 6

**DEPARTMENT:** Park & Recreation

**CMO:** Willis Winters, 670-4071

**MAPSCO:** N/A

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**SUBJECT**

Authorize **(1)** a fifteen-year, plus one five-year renewal option, concession contract with Elm Fork Clay Sports, Incorporated for management, operation and development of the Elm Fork Shooting Range (shotgun area) located at 10751 Luna Road with an Estimated Annual Revenue of \$163,724; and **(2)** a fifteen-year, plus one five-year renewal, concession contract with Elm Fork Rifle and Pistol, Incorporated for management, operation and development of the Elm Fork Shooting Range (rifle and pistol range area) located at 10751 Luna Road with an Estimated Annual Revenue of \$106,276 - Total Estimated Annual Revenue: \$270,000

**BACKGROUND**

The Elm Fork Shooting Range is divided into two components. One area of the range is for rifle and pistol shooting, and the other area is for shotgun. On August 13, 2003, the City, authorized by City Council Resolution No. 03-2166, entered into a ten-year contract with one five-year renewal option with Elm Fork Shooting Park, Incorporated to manage and operate both areas of the shooting range.

On February 11, 2004, a Supplemental Agreement No. 1 was executed to assign the shotgun range area of the shooting park from Elm Fork Shooting Park, Inc. to Elm Fork Clay Sports, Inc. On October 24, 2007, the parties executed Supplemental Agreement No. 2 to assign the rifle and pistol range area of the shooting park from Elm Fork Shooting Park, Inc. to Elm Fork Rifle and Pistol, Inc. Scott Robertson is the President of both entities operating and managing the two shooting ranges. On October 9, 2013, the contract was extended for a period of five years. Its current end date is October 31, 2018.

## **BACKGROUND** (Continued)

Over the last eleven years, Mr. Robertson has made significant safety and environmental improvements and financial investments in property and building upgrades and enhancements to both ranges. This has made the Elm Fork Shooting Ranges a destination for outdoor enthusiasts, which has created opportunities for several events to be scheduled throughout the year. He has also worked with various government and law enforcement agencies to provide the ranges as training facilities including law enforcement agencies and the Department of Homeland Security, specifically the FFDO (Federal Flight Deck Officers) and FAMS (Federal Air Marshal Service).

Mr. Robertson is requesting consideration of new contracts in consideration of the primary needs: 1) need to complete repairs to the premises due to flooding in 2015 which will require substantial funds to facilitate needed repairs; 2) ability to secure reasonable financing from the lending source; and 3) complete planned capital improvements which are estimated at around \$2 million dollars including, but not limited to, constructing new clubhouses including office and restaurant space, constructing new picnic areas, new parking and 1.2 miles of concrete trails.

In order to allow time to make these improvements and recoup the required financial investment, approval of new fifteen-year, with one (1) five-year renewal option, contracts are being requested.

Proposed Contract Deal Points:

### **City Obligations:**

1. City shall maintain the entrance road to the Premises leading to the parking lots of both the Clay and Shotgun Premises and the Rifle and Pistol Premises.
2. City shall trim any and all trees necessary to maintain safe entry onto the Premises and shall provide trees for planting as required.
3. In the event that operations are forced to close due to unavoidable circumstances for a period of at least 15 days, City shall waive its required commissions for the same number of days as operations were closed beginning on the day that operations can resume.
4. City may review any and all services performed by the Concessionaire and shall have the right to audit, at reasonable times and upon reasonable notice, all of the Concessionaire's records and billing relating to the performance of the Agreements.

## **BACKGROUND** (Continued)

### **Concessionaire Obligations:**

1. Concessionaire shall raise monies to fund improvements to the Premises. Concessionaire shall on a monthly basis pay to the City a percentage of gross receipts.
2. Concessionaire will enter into (in its own name) and perform all contracts necessary to fully complete the improvements.
3. City shall have no liability for any claims that may arise out of design or construction of the improvements.
4. The Director of the Park and Recreation Department, or his designated representative (Director) has the right to review and approve the selection of any design consultants, contractors, and subcontractors used on the improvements.
5. Fee simple title to the improvements, when made, shall automatically vest in the City without any further actions by either party.
6. Concessionaire shall be responsible for actions and cost associated with the operation, management and maintenance of the improvements.
7. Concessionaire shall submit annually an Examination-Level Attestation Report from an independent auditor/accountant, performed in accordance with the attestation standards established by the American institute of Certified Public Accountants.
8. Concessionaire shall be allowed to host events in which alcohol is sold provided the caterer has provided a valid license from the Texas Alcoholic Beverage Commission, the Premises has been closed to general public for the time of the event, and all firearms owned by both the Concessionaire and private citizens have been locked away and secured.
9. Concessionaire has reviewed the City's environmental policy and shall adhere to the policy including being responsible to submit a Lead Reclamation Plan and submittal of document pertaining to that plan.
10. Concessionaire will annually submit a full operating budget.
11. Concessionaire shall not assign or sublet any part of the Agreements or the concession rights without the express prior written approval of the Director.

**BACKGROUND** (Continued)

**Concessionaire Obligations:** (Continued)

- 12. Concessionaire shall not mortgage, pledge, or otherwise encumber its rights and interests under the Agreements to secure financing.
- 13. Concessionaire shall purchase and maintain insurance in accordance with contractual requirements.

**PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)**

This item was deferred by the Park and Recreation Board on December 17, 2015.

The Park and Recreation Board was briefed on January 7, 2016.

On September 15, 2016, the Park and Recreation Board authorized a fifteen-year, plus one five-year renewal concession contract with Elm Fork Clay Sports, Incorporated.

On September 15, 2016, the Park and Recreation Board authorized a fifteen-year, plus one five-year renewal concession contract with Elm Fork Rifle and Pistol, Incorporated.

Council will be briefed by memorandum regarding this matter on September 30, 2016.

Information about this item will be provided to the Quality of Life & Environment Committee on October 10, 2016.

**FISCAL INFORMATION**

Elm Fork Clay Sports, Inc. - Estimated Annual Revenue: \$163,724

Elm Fork Rifle and Pistol, Inc. - Estimated Annual Revenue: \$106,276

Total Estimated Annual Revenue: \$270,000

**OWNERS**

**Elm Fork Clay Sports, Inc.**

Scott Robertson, President

**Elm Fork Rifle and Pistol, Inc.**

Scott Robertson, President

October 11, 2016

**WHEREAS**, the City Charter provides for the Park and Recreation Board to grant contracts and agreements with park facilities with such terms and conditions as it shall deem proper; and

**WHEREAS**, the City owns approximately 467 acres of land located in Dallas, Dallas County, Texas, at 10751 Luna Road ("Premises") in the L.B. Houston Park; and

**WHEREAS**, Pursuant to Resolution No. 03-2166, the City and Elm Fork Shooting Park Inc. entered into a concession contract on August 13, 2003 ("Concession Contract") for a term of ten years ending on October 31, 2013 with one five-year option to renew; and

**WHEREAS**, the Concession Contract was entered into between the City and Elm Fork Shooting Park Inc. for Elm Fork Shooting Park Inc. to manage and operate the Premises in accordance with the Concession Contract; and

**WHEREAS**, the City and Elm Fork Shooting Park Inc. entered into a supplemental Agreement dated February 11, 2004 whereby City consented to Elm Fork Shooting Park Inc. assigning the clay and shot gun portion of the Premises to Elm Fork Clay Sports Inc.; and

**WHEREAS**, the City and Elm Fork Shooting Park Inc. entered into a supplemental Agreement dated October 24, 2007 whereby City consented to Elm Fork Shooting Park Inc. assigning the rifle and pistol portion of the Premises to Elm Fork Rifle and Pistol, Inc.; and

**WHEREAS**, pursuant to Administrative Action No. 13-6618, the Concession Contract was extended for an additional five years ending on October 31, 2018; and

**WHEREAS**, the parties agree and desire to terminate the five-year extension of the Concession Contract upon the execution of this Agreement and for this Agreement to supersede the prior Concession Contract, including any renewals or supplements.  
**Now, Therefore,**

**BE IT RESOLVED BY THE PARK AND RECREATION BOARD AND THE CITY COUNCIL OF THE CITY OF DALLAS:**

**SECTION 1.** That the City Manager is authorized to execute concession contracts with Elm Fork Clay Sports, Inc. in the amount of \$163,724.00 and Elm Fork Rifle and Pistol, Inc. in the amount of \$106,276.00 for management and operation of the Elm Fork Gun Ranges for a term of fifteen-years with one five-year extension option each, for an estimated annual net revenue amount of \$270,000.00, upon approval as to form by the City Attorney.

October 11, 2016

**SECTION 2.** That the President of the Park and Recreation Board and the City Manager are authorized to execute the concession contracts after approval as to form by the City Attorney.

**SECTION 3.** That the City of Dallas shall receive a percentage of gross revenues.

**SECTION 4.** That the Chief Financial Officer is hereby authorized to receive and deposit funds from these contract in Fund 0641, Department PKR, Unit 8018, Revenue Source 8481 in a total estimated annual net revenue amount of \$270,000.00.

**SECTION 5.** That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so resolved.

**KEY FOCUS AREA:** Culture, Arts and Recreation and Educational Enhancements  
**AGENDA DATE:** October 11, 2016  
**COUNCIL DISTRICT(S):** 10  
**DEPARTMENT:** Park & Recreation  
**CMO:** Willis Winters, 670-4071  
**MAPSCO:** 27Z

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**SUBJECT**

Authorize Supplemental Agreement No. 1 to the professional services contract with Terracon Consultants, Inc. to provide additional environmental testing services, plans and specifications for the abatement of asbestos containing materials and lead-based paint, including air monitoring, final inspection and close-out report at the former Jules E. Muchert U.S. Army Reserve Center located at 10031 East Northwest Highway - Not to exceed \$76,445, from \$7,550 to \$83,995 - Financing: General Obligation Commercial Paper Funds

**BACKGROUND**

The original professional services contract was authorized on March 14, 2016, by Administrative Action No. 16-5539 for environmental testing services for the Jules E. Muchert Army Reserve Center, in an amount not to exceed \$7,550.

This action authorizes Supplemental Agreement No. 1 to the professional services contract with Terracon Consultants, Inc. to provide additional environmental testing services, plans and specifications for the abatement of asbestos containing materials (ACM) and lead-based paint (LBP), including air monitoring, final inspection and close-out report at the Jules E. Muchert U.S. Army Reserve Center for a fee not to exceed \$76,445, increasing the original contract from \$7,550 to \$83,995. This building will be used for Administrative Offices for the Park and Recreation Department.

**ESTIMATED SCHEDULE OF PROJECT**

Begin Design	October 2016
Complete Design	December 2016
Begin Construction	January 2017
Complete Construction	April 2017

**PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)**

On September 15, 2016, the Park and Recreation Board authorized Supplemental Agreement No. 1.

Council will be briefed by memorandum regarding this matter on September 30, 2016.

Information about this item will be provided to the Quality of Life & Environment Committee on October 10, 2016.

**FISCAL INFORMATION**

General Obligation Commercial Paper Funds (2006 Bond Program) - \$76,445

Design Contract	\$ 7,550
Supplemental Agreement No. 1 (this action)	<u>\$76,445</u>
Total	\$83,995

**M/WBE INFORMATION**

See attached.

**ETHNIC COMPOSITION**

Terracon Consultants, Inc.

White Male	67	White Female	19
Hispanic Male	17	Hispanic Female	3
Black Male	6	Black Female	4
Other Male	10	Other Female	5

**OWNER**

**Terracon Consultants, Inc.**

David Gaboury, President  
Michael Yost, Secretary  
Donald Vrana, Treasurer

**MAP**

Attached



## BUSINESS INCLUSION AND DEVELOPMENT PLAN SUMMARY

PROJECT: Authorize Supplemental Agreement No. 1 to the professional services contract with Terracon Consultants, Inc. to provide additional environmental testing services, plans and specifications for the abatement of asbestos containing materials and lead-based paint, including air monitoring, final inspection and close-out report at the former Jules E. Muchert U.S. Army Reserve Center located at 10031 East Northwest Highway - Not to exceed \$76,445, from \$7,550 to \$83,995 - Financing: General Obligation Commercial Paper Funds

Terracon Consultants, Inc. is a local, non-minority firm, has signed the "Business Inclusion & Development" documentation, and proposes to use the following sub-contractors.

PROJECT CATEGORY: Architecture & Engineering

### LOCAL/NON-LOCAL CONTRACT SUMMARY - THIS ACTION ONLY

	<u>Amount</u>	<u>Percent</u>
Local contracts	\$59,627.10	78.00%
Non-local contracts	\$16,817.90	22.00%
<b>TOTAL THIS ACTION</b>	<b>\$76,445.00</b>	<b>100.00%</b>

### LOCAL/NON-LOCAL M/WBE PARTICIPATION THIS ACTION

#### Local Contractors / Sub-Contractors

<u>Local</u>	<u>Certification</u>	<u>Amount</u>	<u>Percent</u>
Cates Laboratories	WFDB32535Y0617	\$2,293.35	3.85%
<b>Total Minority - Local</b>		<b>\$2,293.35</b>	<b>3.85%</b>

#### Non-Local Contractors / Sub-Contractors

<u>Non-local</u>	<u>Certification</u>	<u>Amount</u>	<u>Percent</u>
Stan's Enviroservice, Inc.	BMMB63985N0117	\$15,289.00	90.91%
Cheryl's Drafting & Design	WFDB96904Y0716	\$1,528.90	9.09%
<b>Total Minority - Non-local</b>		<b>\$16,817.90</b>	<b>100.00%</b>

**TOTAL M/WBE PARTICIPATION**

	<b>This Action</b>		<b>Participation to Date</b>	
	<b><u>Amount</u></b>	<b><u>Percent</u></b>	<b><u>Amount</u></b>	<b><u>Percent</u></b>
African American	\$15,289.00	20.00%	\$0.00	0.00%
Hispanic American	\$0.00	0.00%	\$15,289.00	18.20%
Asian American	\$0.00	0.00%	\$0.00	0.00%
Native American	\$0.00	0.00%	\$0.00	0.00%
WBE	\$3,822.25	5.00%	\$4,550.06	5.42%
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Total	\$19,111.25	25.00%	\$19,839.06	23.62%

October 11, 2016

**WHEREAS**, on March 14, 2016, Administrative Action No. 16-5539 authorized award of a professional services contract with Terracon Consultants, Inc. for environmental testing services for the Jules E. Muchert Army Reserve Center located at 10031 East Northwest Highway, in an amount not to exceed \$7,550; and

**WHEREAS**, this action will authorize Supplemental Agreement No. 1 to the professional services contract with Terracon Consultants, Inc. to provide additional environmental testing services, plans and specifications for the abatement of asbestos containing materials (ACM) and lead-based paint (LBP), including air monitoring, final inspection and close-out report at the former Jules E. Muchert U.S. Army Reserve Center, in an amount not to exceed \$76,445, increasing the original contract amount from \$7,550 to \$83,995.

**Now, Therefore,**

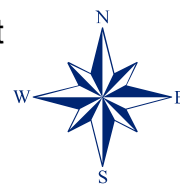
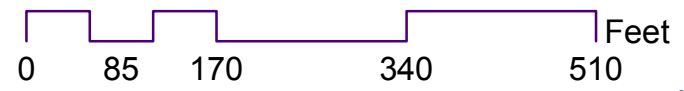
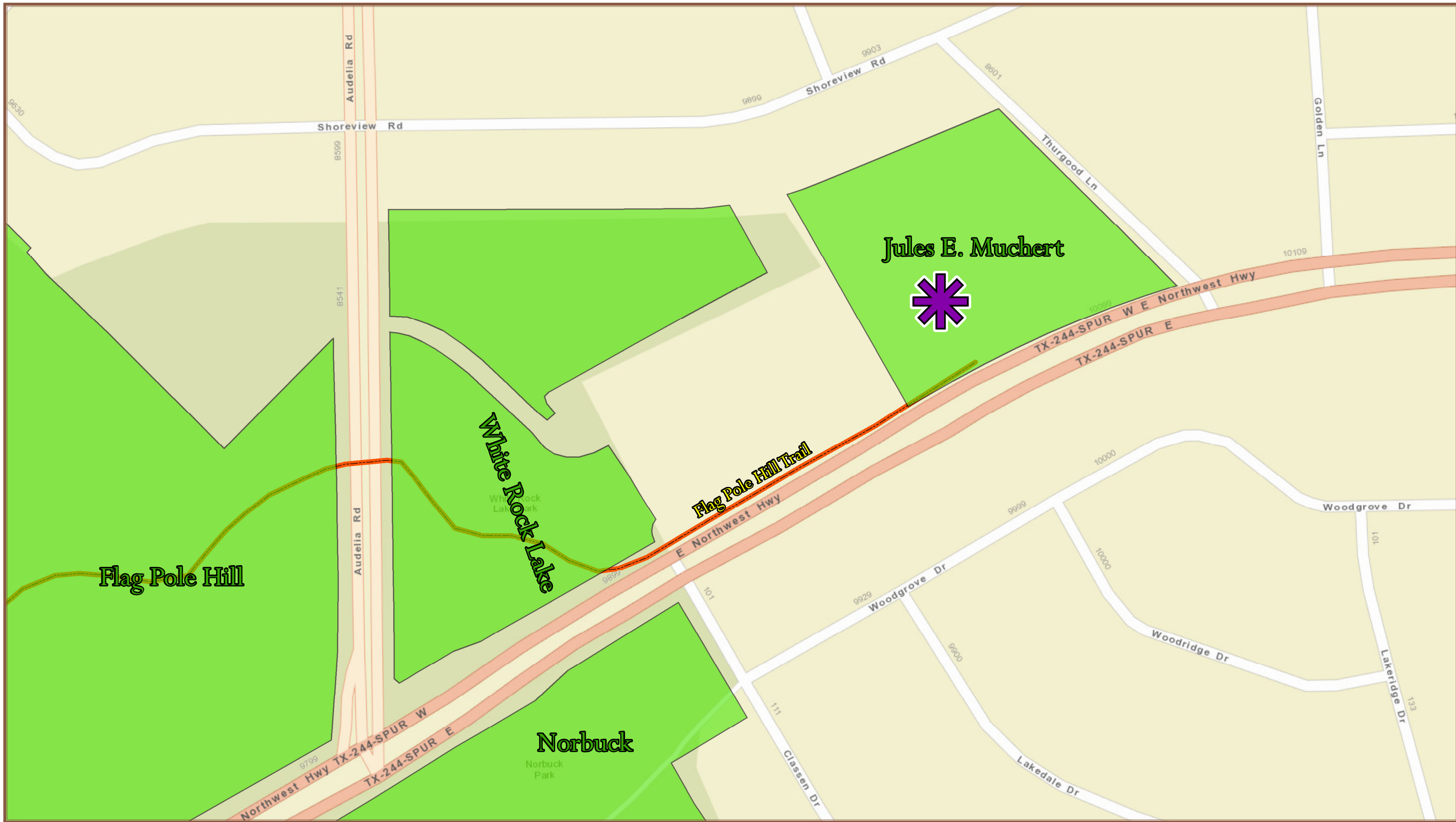
**BE IT RESOLVED BY THE PARK AND RECREATION BOARD AND THE CITY COUNCIL OF THE CITY OF DALLAS:**

**SECTION 1.** That the City Manager is hereby authorized to enter into Supplemental Agreement No. 1 to the professional services contract with Terracon Consultants, Inc. provide additional environmental testing services, plans and specifications for the abatement of asbestos containing materials (ACM) and lead-based paint (LBP), including air monitoring, final inspection and close-out report at the former Jules E. Muchert U.S. Army Reserve Center, in an amount not to exceed \$76,445, increasing the original contract amount from \$7,550 to \$83,995.

**SECTION 2.** That the President of the Park and Recreation Board and the City Manager are hereby authorized to execute Supplemental Agreement No. 1 to the professional services contract with Terracon Consultants, Inc., after approval as to form by the City Attorney.

**SECTION 3.** That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed \$76,445 from General Obligation Commercial Paper Fund, Fund 4T60, Department PKR, Unit P762, Object 4113, Activity AISF, Program PKP762, CT-PKR16019962, Commodity 92500, Vendor 341409.

**SECTION 4.** That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so resolved.



September 15, 2016

Jules E. Muchert Army Reserve Center  
(10031 East Northwest Highway)

Mapsco  
27 Z

District  
10