

**RICHARDSON CITY COUNCIL
MONDAY, JUNE 27, 2016
WORK SESSION AT 6:00 PM; COUNCIL MEETING AT 7:00 PM
CIVIC CENTER/CITY HALL, 411 W. ARAPAHO, RICHARDSON, TX**

The Richardson City Council will conduct a Work Session at 6:00 p.m. on Monday, June 27, 2016 in the Richardson Room of the Civic Center, 411 W. Arapaho Road, Richardson, Texas. The Work Session will be followed by a Council Meeting at 7:00 p.m. in the Council Chambers. Council will reconvene the Work Session following the Council Meeting if necessary.

As authorized by Section 551.071 (2) of the Texas Government Code, this meeting may be convened into closed Executive Session for the purpose of seeking confidential legal advice from the City Attorney on any agenda item listed herein.

WORK SESSION – 6:00 PM, RICHARDSON ROOM

• **CALL TO ORDER**

A. REVIEW AND DISCUSS ITEMS LISTED ON THE CITY COUNCIL MEETING AGENDA

The City Council will have an opportunity to preview items listed on the Council Meeting agenda for action and discuss with City Staff.

B. REVIEW AND DISCUSS THE PUBLIC SAFETY CAMPUS IMPROVEMENTS PROJECT OVERVIEW

C. REVIEW AND DISCUSS THE 2017 FACILITIES MAINTENANCE STRATEGY

D. REVIEW AND DISCUSS DRAINAGE UTILITY PROGRAM

E. REPORT ON ITEMS OF COMMUNITY INTEREST

The City Council will have an opportunity to address items of community interest, including: expressions of thanks, congratulations, or condolence; information regarding holiday schedules; an honorary or salutary recognition of a public official, public employee, or other citizen; a reminder about an upcoming event organized or sponsored by the City of Richardson; information regarding a social, ceremonial, or community event organized or sponsored by an entity other than the City of Richardson that was attended or is scheduled to be attended by a member of the City Council or an official or employee of the City of Richardson; and announcements involving an imminent threat to the public health and safety of people in the City of Richardson that has arisen after posting the agenda.

COUNCIL MEETING – 7:00 PM, COUNCIL CHAMBERS

1. INVOCATION – MARTA GÓMEZ FREY

2. PLEDGE OF ALLEGIANCE: U.S. AND TEXAS FLAGS – MARTA GÓMEZ FREY

3. MINUTES OF THE JUNE 13, 2016 MEETING

4. VISITORS

The City Council invites citizens to address the Council on any topic not already scheduled for Public Hearing. Citizens wishing to speak should complete a “City Council Appearance Card” and present it to the City Secretary prior to the meeting. Speakers are limited to 5 minutes and should conduct themselves in a civil manner. In accordance with the Texas Open Meetings Act, the City Council cannot take action on items not listed on the agenda. However, your concerns will be addressed by City Staff, may be placed on a future agenda, or by some other course of response.

PUBLIC HEARING ITEMS:

5. PUBLIC HEARING, ZONING FILE 16-12: A REQUEST BY RAY MORGAN AND HEATHER HARRIS MORGAN, REPRESENTING PLAY DATE CO., FOR APPROVAL OF A SPECIAL PERMIT FOR A COMMERCIAL AMUSEMENT CENTER (INDOOR CHILDREN'S PLAY SPACE) TO BE LOCATED AT 2701 CUSTER PARKWAY (NORTHWEST CORNER OF CUSTER PARKWAY AND LOOKOUT DRIVE). THE PROPERTY IS CURRENTLY ZONED PD PLANNED DEVELOPMENT.
6. PUBLIC HEARING, ZONING FILE 16-15: A REQUEST BY BRANDON PARRISH, REPRESENTING METRO VAPES, LLC, FOR APPROVAL OF A SPECIAL PERMIT FOR AN ELECTRONIC-CIGARETTE ESTABLISHMENT TO BE LOCATED AT 3601 N. JUPITER ROAD (SOUTHWEST CORNER OF PRESIDENT GEORGE BUSH HIGHWAY AND JUPITER ROAD). THE PROPERTY IS CURRENTLY ZONED LR-M(2) LOCAL RETAIL.

7. CONSENT AGENDA:

All items listed under the Consent Agenda are considered to be routine by the City Council and will be enacted by one motion with no individual consideration. If individual consideration of an item is requested, it will be removed from the Consent Agenda and discussed separately.

- A. CONSIDER ADOPTION OF ORDINANCE NO. 4171, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND ZONING MAP TO GRANT A CHANGE IN ZONING TO GRANT A SPECIAL PERMIT FOR A RESTAURANT WITH DRIVE-THROUGH SERVICE ON A 1.83-ACRE TRACT OF LAND ZONED LR-M(2) LOCAL RETAIL LOCATED AT THE SOUTHEAST CORNER OF PLANO ROAD AND RENNER ROAD, RICHARDSON, TEXAS.
- B. CONSIDER THE FOLLOWING RESOLUTIONS:
 1. RESOLUTION NO. 16-15, APPROVING THE TERMS AND CONDITIONS OF THE 2016 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM FUNDS SHARING AND FISCAL AGENCY AGREEMENT, AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT.
 2. RESOLUTION NO. 16-16, AUTHORIZING THE CHIEF OF POLICE TO SUBMIT A GRANT APPLICATION TO THE OFFICE OF THE GOVERNOR'S CRIMINAL JUSTICE DIVISION (CJD) FOR THE BODY-WORN CAMERA GRANT PROGRAM, AUTHORIZING THE ACCEPTANCE OF THE CRIMINAL JUSTICE DIVISION BODY-WORN CAMERA GRANT FOR THE RICHARDSON POLICE DEPARTMENT, AND AUTHORIZING PAYMENT OF THE CITY'S MATCHING FUNDS FOR SUCH GRANT.
 3. RESOLUTION NO. 16-17, APPROVING THE TERMS AND CONDITIONS OF A PROJECT SPECIFIC AGREEMENT FOR LOOKOUT DRIVE, "TYPE B" PUBLIC ROADWAY – MADE PURSUANT TO MASTER ROAD & BRIDGE INTERLOCAL MAINTENANCE AGREEMENT, BY AND BETWEEN DALLAS COUNTY, TEXAS, AND THE CITY OF RICHARDSON, TEXAS, AND AUTHORIZING ITS EXECUTION BY THE MAYOR.
- C. AUTHORIZE THE ADVERTISEMENT OF BID #64-16 – LAMP POST LANE STORM SEWER AND WATER IMPROVEMENTS. BIDS TO BE RECEIVED BY TUESDAY, JULY 19, 2016 AT 2:00 P.M.
- D. AUTHORIZE THE ADVERTISEMENT OF REQUEST FOR QUALIFICATIONS - RFQ #2016-1 – CONSTRUCTION MANAGER AT RISK FOR THE PUBLIC SAFETY CAMPUS IMPROVEMENTS PROJECT. QUALIFICATIONS TO BE RECEIVED BY THURSDAY, JULY 21, 2016 AT 4:00 P.M.

E. CONSIDER AWARD OF THE FOLLOWING BIDS:

1. BID #62-16 – WE REQUEST AUTHORIZATION TO ISSUE A PURCHASE ORDER TO WORKFLOW STUDIOS FOR THE 2015-16 IBM NOTES LICENSE AND MAINTENANCE RENEWAL PER THE GSA CONTRACT #GS-35F-4984H IN THE AMOUNT OF \$62,528.42.
2. BID #63-16 – WE REQUEST AUTHORIZATION TO ISSUE A PURCHASE ORDER TO EAST TEXAS MACK SALES, LLC FOR THE COOPERATIVE PURCHASE OF A MACK GU532 CAB/CHASSIS WITH SEWER JET/3-YARD VACUUM BODY TRUCK FOR WATER UTILITIES THROUGH THE REGION VIII EDUCATION SERVICE CENTER'S COOPERATIVE PURCHASING PROGRAM, THE INTERLOCAL PURCHASING SYSTEM ("TIPS"), ON CONTRACT #2102314 IN THE AMOUNT OF \$261,212.
3. BID #65-16 – WE REQUEST AUTHORIZATION TO ISSUE A COOPERATIVE ANNUAL REQUIREMENTS CONTRACT TO FRIENDLY CHEVROLET FOR CHEVROLET AUTOMOTIVE & LIGHT TRUCK OEM PARTS THROUGH THE CITY OF PLANO BID #2014-250-C PURSUANT TO THE PERCENTAGE DISCOUNT SPECIFIED.
4. BID #66-16 – WE REQUEST AUTHORIZATION TO ISSUE A CONTRACT TO TASER INTERNATIONAL, INC. FOR THE COOPERATIVE PURCHASE OF LAW ENFORCEMENT BODY WORN CAMERAS, IN-CAR CAMERAS, CONDUCTED ELECTRICAL WEAPONS, AND ASSOCIATED EQUIPMENT AND VIDEO STORAGE THROUGH THE LOCAL GOVERNMENT PURCHASING COOPERATIVE ("BUYBOARD") CONTRACT #500-15 FOR A TOTAL COST OF \$901,057.57 OVER FIVE (5) YEARS.

• **ADJOURN**

I CERTIFY THE ABOVE AGENDA WAS POSTED ON THE BULLETIN BOARD AT THE CIVIC CENTER/CITY HALL ON FRIDAY, JUNE 24, 2016, BY 5:00 P.M.

AIMEE NEMER, CITY SECRETARY

ACCOMMODATION REQUESTS FOR PERSONS WITH DISABILITIES SHOULD BE MADE AT LEAST 48 HOURS PRIOR TO THE MEETING BY CONTACTING TAYLOR LOUGH, ADA COORDINATOR, VIA PHONE AT 972 744-4208, VIA EMAIL AT ADACOORDINATOR@COR.GOV, OR BY APPOINTMENT AT 411 W. ARAPAHO ROAD, RICHARDSON, TEXAS 75080.

PURSUANT TO SECTION 30.06 PENAL CODE (TRESPASS BY HOLDER WITH A CONCEALED HANDGUN), A PERSON LICENSED UNDER SUBCHAPTER H, CHAPTER 411, GOVERNMENT CODE (HANDGUN LICENSING LAW), MAY NOT ENTER THIS PROPERTY WITH A CONCEALED HANDGUN.

PURSUANT TO SECTION 30.07 PENAL CODE (TRESPASS BY HOLDER WITH AN OPENLY CARRIED HANDGUN), A PERSON LICENSED UNDER SUBCHAPTER H, CHAPTER 411, GOVERNMENT CODE (HANDGUN LICENSING LAW), MAY NOT ENTER THIS PROPERTY WITH A HANDGUN THAT IS CARRIED OPENLY.

FOR THE PURPOSE OF THIS NOTICE "PROPERTY" SHALL MEAN THE RICHARDSON ROOM AND COUNCIL CHAMBERS.



City of Richardson
City Council Worksession
Agenda Item Summary



City Council Meeting Date: Monday, June 27, 2016

Agenda Item: REVIEW AND DISCUSS THE PUBLIC SAFETY
CAMPUS IMPROVEMENTS PROJECT OVERVIEW

Staff Resource: Don Magner, First Assistant City Manager
Cliff Miller, Assistant City Manager
Steve Spanos, Director of Engineering

Summary: The 2015 Bond Program included funding to construct the Public Safety Campus Improvements Project. The design team has been selected and the preliminary concept plan and budget has been refined. Staff will review the latest conceptual plan and design process which includes the selection process for a Construction Manager at Risk.

Board/Commission Action: N/A

Action Proposed: A request to authorize advertisement of the Construction Manager at Risk Request for Qualifications is included on this evening's consent agenda.



City of Richardson
City Council Worksession
Agenda Item Summary



City Council Meeting Date: Monday, June 27, 2016

Agenda Item: **REVIEW AND DISCUSS THE 2017 FACILITIES
MAINTENANCE STRATEGY**

Staff Resource: Don Magner, First Assistant City Manager
Cliff Miller, Assistant City Manager
Steve Spanos, Director of Engineering

Summary: Facilities Maintenance was reorganized in 2015 and considerable efforts have been made to develop a multiyear plan to implement necessary systems and processes to maximize the use of our resources, improve customer service and normalize year over year facility maintenance expenditures. Staff will review the proposed 2017 Facility Maintenance Strategy and discuss key systems and process improvements underway.

Board/Commission Action: N/A

Action Proposed: N/A



City of Richardson
City Council Worksession
Agenda Item Summary



Work Session Meeting Date: Monday, June 27, 2016

Agenda Item: Review and Discuss Drainage Utility Program

Staff Resource: Cliff Miller, Assistant City Manager
Steve Spanos, Director of Engineering
Jim Lockart, Assistant Director of Engineering

Summary: In preparation for upcoming budget discussions, City staff will provide information regarding the City's Drainage Utility Program. Staff will review the current work plan and present the proposed work plan for FY 16/17.

Board/Commission Action: N/A

Action Proposed: N/A

MINUTES
RICHARDSON CITY COUNCIL
WORK SESSION AND COUNCIL MEETING
JUNE 13, 2016

• **Call to Order**

Mayor Voelker called the meeting to order at 6:01 p.m. with the following Council members present:

Paul Voelker	Mayor
Mark Solomon	Mayor Pro Tem
Scott Dunn	Councilmember
Mabel Simpson	Councilmember
Marta Gomez Frey	Councilmember
Steve Mitchell	Councilmember (arrived at 6:09 p.m.)

Absent:

Bob Townsend	Councilmember
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The following staff members were also present:

Dan Johnson	City Manager
Don Magner	First Assistant City Manager
Kent Pfeil	Chief Financial Officer
Cliff Miller	Assistant City Manager Development Services
Shanna Sims-Bradish	Assistant City Manager Admin/Leisure Services
Aimee Nemer	City Secretary
Taylor Lough	Assistant to the City
Michael Spicer	Director of Development Services
Keith Dagen	Director of Finance
Cara Copley	Treasurer and Revenue Manager
Kisha Morrison	Customer Service Manager
Lori Smeby	Director of Parks and Recreation
Yvonne Falgout	Assistant Director of Parks and Recreation

WORK SESSION– 6:00 PM, COUNCIL CHAMBER

A. FRIENDS OF THE LIBRARY RECOGNITION OF THE 2016 DOT MCCALPIN SCHOLARSHIP RECIPIENTS

Bill McCalpin, Chair of Friends of the Library Scholarship Committee, presented scholarship awards to Megan Hertel and Siman Shresta.

B. REVIEW AND DISCUSS ITEMS LISTED ON THE CITY COUNCIL MEETING AGENDA

Michael Spicer, Director of Development Services, reviewed Zoning File 16-11. Don Magner, First Assistant City Manager, reviewed a request for the Community Garden Partnership Program and Bid # 60-16, East Pond Outlet Repairs on Renner Road Ponds in Breckinridge Park.

C. REVIEW AND DISCUSS AQUATICS MAINTENANCE STRATEGY

Lori Smeby, Director of Parks and Recreation briefed Council explaining the following:

Time Frame	Task
Through Summer 2016	<ul style="list-style-type: none"> • Identify immediate facility needs for FY 16-17 budget • Identify, interview and select facilities consultant
Fall 2016 (Sept – Nov)	<ul style="list-style-type: none"> • Existing conditions review – on site work underway
Winter 2017 (Dec–Feb)	<ul style="list-style-type: none"> • Presentation of findings to City • Development of multi-year maintenance strategy and costing
Spring 2017 (Mar - Jun)	<ul style="list-style-type: none"> • Presentation of findings and multi-year maintenance and reinvestment plan to Parks and Recreation Commission and City Council for consideration for FY 17-18 and future budgets

RECESS

Mayor Voelker recessed the Work Session at 7:00 p.m. for the Council Meeting. The Council Meeting was adjourned at 8:01 p.m. and Work Session was reconvened.

D. REVIEW AND DISCUSS THE CONTRACTING OF UTILITY BILL PRINTING AND MAILING AND PREPARING FOR SUMMER WATERING

Cara Copley, Treasurer and Revenue Manager, reviewed this item for Council explaining the current bill printing process which is done in-house consuming 50 hours of staff time per month. Ms. Copley discussed the benefits of contracting including the following:

- Estimated Time Savings:
 - 50 hours per month
 - Free staff for more customer service functions
- Estimated Cost Savings:
 - \$42,402 per year
- Other customer enhancements

Ms. Copley stated with Council’s approval, the transition to contracting will begin with the new billing effective October 1, 2016.

Ms. Copley also reviewed a history of summer watering and staff preparations for summer 2016.

Recapping Summer 2015

Three factors came together in the Metroplex, and across the State, to create “the perfect storm” in the Summer of 2015:

1. Rates: NTMWD has raised rates 67% since 2011
2. Water Restrictions:
 1. Loosened lawn irrigation restrictions (twice per week in 2015 vs. twice per month in 2014).
 2. Last time (prior to 2015) customers could water twice per week was Summer 2012
3. 2015 Spring to Summer Transition: Spring months were very wet compared to Summer months with very low rainfall resulting in parched lawns

Things We Found in the Field

- Sprinkler setting issues (**most common**)
 - Watering more than 2 times per week
 - Watering 2-3 times in the same day
 - Watering 60+ minutes per station

- Leaks in sprinkler systems
- New landscape installations
- Evaporation triggering pool auto-refill devices
- Soaker hoses left on around the clock
- Leaking spigots / broken sprinkler heads
- Running toilets

Facts About Leaks & Water Use

- A running toilet can use about 6,000 gallons per month.
- An irrigation system that has a leak 1/32 inch in diameter can use about 6,300 gallons per month.
- The average household’s leaks can account for more than 10,000 gallons of water used every year.
- A leaky faucet that drips at the rate of one drip per second can use more than 3,000 gallons per year.
- A shower head leaking at 10 drips per minute uses more than 500 gallons per year.
- A hose can use 6 gallons per minute if you leave it running.

In Summary

- National Oceanic and Atmospheric Administration’s (NOAA) extended outlook for June through August 2016
 - Temperature: models are currently predicting above average temps
 - Precipitation: mixed models; undetermined
- These 2016 weather patterns will likely result in the same kind of city-wide Summer usage as seen in 2015
- Water Customer Service is staffed and ready to assist customers in any way possible.

E. REPORT ON ITEMS OF COMMUNITY INTEREST

Councilmember Dunn reported on the Flag Day events hosted by several Homeowner’s Associations. He also reported on the recent Greater Dallas Taiwanese Chamber of Commerce Annual Banquet in which Mr. Ting Lee, an active Richardson resident, was named the 2016-2017 President.

COUNCIL MEETING – 7:00 PM, COUNCIL CHAMBERS

1. **INVOCATION – MABEL SIMPSON**
2. **PLEDGE OF ALLEGIANCE: U.S. AND TEXAS FLAGS – MABEL SIMPSON**
3. **MINUTES OF THE MAY 23, 2016 AND JUNE 6, 2016 MEETINGS**

Council Action

Councilmember Mitchell moved to approve the Minutes as presented. Councilmember Simpson seconded the motion. A vote was taken and passed, 6-0 with Councilmember Townsend absent.

4. VISITORS

Ms. Pat Karacostas, 628 Kirby Lane, Richardson, addressed Council regarding noise issues with Heights Pool.

PUBLIC HEARING ITEM:

5. **PUBLIC HEARING, ZONING FILE 16-11: A REQUEST BY BRYAN M. BURGER, REPRESENTING BURGER ENGINEERING, LLC, FOR APPROVAL OF A SPECIAL PERMIT FOR A RESTAURANT WITH DRIVE-THROUGH SERVICE TO BE LOCATED AT 3396-3398 N. PLANO ROAD (SOUTHEAST CORNER OF PLANO ROAD AND RENNER ROAD). THE PROPERTY IS CURRENTLY ZONED LR-M(2) LOCAL RETAIL.**

Public Hearing

Bryan Burger, representing the applicant, addressed Council and answered questions regarding signage, drive-through access, utility relocation, and shaded outdoor seating.

Ms. Elizabeth Endres, 1411 Broadmoor, Richardson, addressed Council with questions regarding noise from the drive-through, cooking odors, property values, the right turn lane and Plano Road stacking, and the U-turn at Broadmoor.

With no further public comments, Councilmember Mitchell moved to close the Public Hearing, seconded by Councilmember Frey, and approved 6-0 with Councilmember Townsend absent.

Council Action

Councilmember Dunn moved to approve the request as presented. Mayor Pro Tem Solomon seconded the motion. A vote was taken and passed, 6-0 with Councilmember Townsend absent.

6. CONSENT AGENDA:

- A. **CONSIDER ADOPTION OF ORDINANCE NO. 4170, APPROVING A NEGOTIATED SETTLEMENT BETWEEN THE ATMOS CITIES STEERING COMMITTEE (“ACSC”) AND ATMOS ENERGY CORP., MID-TEX DIVISION REGARDING THE COMPANY’S 2016 RATE REVIEW MECHANISM FILINGS; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT; FINDING THE RATES TO BE SET BY THE SETTLEMENT TARIFFS TO BE JUST AND REASONABLE AND IN THE PUBLIC INTEREST; REQUIRING THE COMPANY TO REIMBURSE ACSC’S REASONABLE RATEMAKING EXPENSES; AND REQUIRING DELIVERY OF THIS ORDINANCE TO THE COMPANY AND THE ACSC’S LEGAL COUNSEL.**
- B. **CONSIDER RESOLUTION NO. 16-14, APPROVING THE TERMS AND CONDITIONS OF AN INTERLOCAL AGREEMENT CONCERNING THE CONSTRUCTION OF RENNER ROAD AT US 75 INTERSECTION IMPROVEMENTS, BY AND BETWEEN COLLIN COUNTY, TEXAS, AND THE CITY OF RICHARDSON, TEXAS, AND AUTHORIZING ITS EXECUTION BY THE CITY MANAGER.**
- C. **APPROVAL OF THE UNITED DISCIPLES CHRISTIAN CHURCH AS A PARTICIPANT IN THE CITY OF RICHARDSON COMMUNITY GARDEN PARTNERSHIP PROGRAM.**

D. AUTHORIZE THE ADVERTISEMENT OF THE FOLLOWING BIDS:

- 1. BID #60-16 – EAST POND OUTLET REPAIRS RENNER ROAD PONDS IN BRECKINRIDGE PARK. BIDS TO BE RECEIVED BY TUESDAY, JULY 12, 2016 AT 2:00 P.M.**
- 2. BID #61-16 – ALLEY APPROACH IMPROVEMENT PROJECT BETWEEN CARLETON DRIVE AND SOUTH PLANO ROAD AT EAST SPRING VALLEY ROAD. BIDS TO BE RECEIVED BY FRIDAY, JULY 1, 2016 AT 2:00 P.M.**

E. CONSIDER AWARD OF THE FOLLOWING BIDS:

- 1. BID #54-16 – WE RECOMMEND THE AWARD TO 3D PAVING AND CONTRACTNG LLC, FOR THE REBID OF GRANT DRIVE AND MERRIE CIRCLE WATERLINE IN THE AMOUNT OF \$1,006,589.50.**
- 2. BID #55-16 – WE REQUEST AUTHORIZATION TO ISSUE AN ANNUAL REQUIREMENTS CONTRACT TO C. GREEN SCAPING, LP FOR FURNISHING AND INSTALLING SOD AND/OR HYDROMULCH PURSUANT TO UNIT PRICES.**

F. CONSIDER AWARD OF THE FOLLOWING REQUEST FOR PROPOSALS:

- 1. RFP #703-16 – WE REQUEST AUTHORIZATION TO ISSUE A PURCHASE ORDER TO NEWEDGE SERVICES, LLC FOR IMPLEMENTATION OF AZTECA CITYWORKS SOFTWARE IN THE AMOUNT OF \$51,500.**
- 2. RFP #704-16 – WE REQUEST AUTHORIZATION TO ISSUE A TWO (2) YEAR CONTRACT TO REPUBLIC SERVICES, INC., FOR RECYCLED MATERIALS PROCESSING IN AN ESTIMATED AMOUNT OF \$1,274,400.**
- 3. RFP #706-16 – WE REQUEST AUTHORIZATION TO ISSUE A COOPERATIVE ANNUAL REQUIREMENTS CONTRACT TO LEGACY CONTRACTING, LP DBA CONTROL SPECIALIST SERVICES, LP FOR WATER AND WASTEWATER PUMPING EQUIPMENT REPAIR AND MAINTENANCE THROUGH THE CITY OF PLANO RFP #2016-0003-C PURSUANT TO UNIT PRICES.**

Council Action

After acknowledging the United Disciples Christian Church for the community garden and the upcoming work due to the award of bid for the Breckinridge Park ponds, Mayor Pro Tem Solomon moved to approve the Consent Agenda as presented. Councilmember Simpson seconded the motion. A vote was taken and passed, 6-0 with Councilmember Townsend absent.

EXECUTIVE SESSION

In compliance with Section 551.072 of the Texas Government Code, Council will convene into a closed session to discuss the following:

- Deliberation Regarding Real Property
 - Purchase of Real Estate in the Greenville Ave./Main St. Area

Council Action

Council convened into Executive Session at 8:37 p.m.

RECONVENE INTO REGULAR SESSION

Council will reconvene into open session, and take action, if any, on matters discussed in Executive Session.

Council Action

Council reconvened into Regular Session at 10:00 p.m. There was no action taken as a result of the Executive Session.

ADJOURNMENT

With no further business, the meeting was adjourned at 10:00 p.m.

MAYOR

ATTEST:

CITY SECRETARY



MEMO

DATE: June 23, 2016
TO: Honorable Mayor and City Council
FROM: Michael Spicer, Director of Development Services *MS*
SUBJECT: Zoning File 16-12: Special Permit – Commercial Amusement Center (Indoor Children’s Play Space)

REQUEST

The applicant’s request is for approval of a Special Permit to allow a commercial amusement center (indoor children’s play space) to be located in a 3,200-square foot lease space within the II Creeks Shopping Center, which is located on the west side of Custer Parkway, north of Lookout Drive. The proposed use would be located in the southernmost retail building. The center would provide imaginative and creative play space for children between the ages of 1-7. The open concept space will allow parents and staff to have a constant view of the children. Parents are required to remain inside the facility and are responsible for supervision of their children. The applicant anticipates 30-40 families per day with peak times being between 9:00 a.m. and 11:30 a.m. and 2:00 p.m. to 5:00 p.m. The applicant also intends to reserve the weekends for private parties, but if there are no reservations, the facility would be open to the public. The proposed hours of operation are between 9:00 a.m. and 5:00 p.m. with hours extended to 7:00 p.m. on Wednesdays and a closing time of 2:00 p.m. on Sundays.

The PD allows a parking ratio of one (1) space per 300 square feet regardless of the use to allow greater flexibility in leasing to higher intensity parking users, such as restaurants, an event center, and dance studio. The applicant is requesting to utilize the same parking ratio. They anticipate peak times will not be in conflict with the peak times for other uses in the center, which are typically during the lunch hour and in the evening. The applicant expects their peak parking demand to be up to twenty-five (25) parking spaces at a given time.

The applicant provided a parking survey for the shopping center, providing multiple counts throughout the day for weekdays as well as weekend counts. The site currently provides 243 parking spaces. The highest count observed by the applicant was 182 parking spaces occupied on a Friday afternoon at 4:00 p.m.

One (1) letter in opposition to the request has been received. Two (2) residents spoke in opposition to the request at the City Plan Commission public hearing, stating concerns related to traffic and congestion.

PLAN COMMISSION RECOMMENDATION

The City Plan Commission, by a vote of 7-0, recommends approval of the request as presented, subject to the attached special conditions.

ATTACHMENTS

Special Conditions
CC Public Hearing Notice
City Plan Commission Minutes 06-07-2016
Staff Report
Zoning Map
Aerial Map
Oblique Aerial Looking East

Zoning Exhibit (Exhibit “B”)
Applicant’s Statement & Parking Survey
Site Photos
Notice of Public Hearing
Notification List
Correspondence in Opposition

ZF 16-12 Special Conditions

1. A commercial amusement center, limited to an indoor children's play place, shall be allowed and shall be limited to the area shown on the attached concept plan, marked as Exhibit "B" and made a part thereof.
2. The commercial amusement center shall be allowed to operate between the hours of 9:00 a.m. and 5:00 p.m. On Wednesdays, the commercial amusement center shall be allowed to operate between the hours of 9:00 a.m. and 7:00 p.m.



Attn. Lynda Black
Publication for Dallas Morning News – Legals
Submitted on: June 7, 2016
Submitted by: City Secretary, City of Richardson

Please publish as listed below or in attachment and provide a publication affidavit to:

City Secretary's Office
P.O. Box 830309
Richardson, TX 75083-0309

FOR PUBLICATION ON: June 10, 2016

**City of Richardson
Public Hearing Notice**

The Richardson City Council will conduct a public hearing at 7:00p.m. on Monday, June 27, 2016, in the Council Chambers, Richardson Civic Center/City Hall, 411 W. Arapaho Road, to consider the following requests.

ZF 16-12

A request by Ray Morgan and Heather Harris Morgan, representing Play Date Co., for approval of a Special Permit for a commercial amusement center (indoor children's play space) to be located at 2701 Custer Parkway (northwest corner of Custer Parkway and Lookout Drive). The property is currently zoned PD Planned Development.

ZF 16-15

A request by Brandon Parrish, representing Metro Vapes, LLC, for approval of a Special Permit for an electronic-cigarette establishment to be located at 3601 N. Jupiter Road (southwest corner of President George Bush Highway and Jupiter Road). The property is currently zoned LR-M(2) Local Retail.

If you wish your opinion to be part of the record but are unable to attend, send a written reply prior to the hearing date to City Council, City of Richardson, P.O. Box 830309, Richardson, Texas 75083.

The City of Richardson
/s/ Aimee Nemer, City Secretary

**EXCERPT
CITY OF RICHARDSON
CITY PLAN COMMISSION MINUTES –JUNE 7, 2016**

PUBLIC HEARING

Zoning File 16-12 – Play Date Co.: Consider and take necessary action on a request for approval of a Special Permit for a commercial amusement center (indoor children’s play space) to be located at 2701 Custer Parkway at the northwest corner of Custer Parkway and Lookout Drive. The property is currently zoned PD Planned Development.

Mr. Shacklett advised the requested Special Permit was for an indoor children’s play space at the Two Creeks Shopping Center with the business geared towards children ages 1 to 7 years old. He added that the play time would encourage imaginative and creative play and the parents would be required to remain with their children at the facility.

In addition, parking studies presented by the applicant to coincide with their peak operating hours, which would be mid-morning to lunch time and 1:00 p.m. and 4:00 p.m. with extended hours to 7:00 p.m. on Wednesdays, found that those using the play space would be gone before the majority of customers came to the center in the evenings to patronize the many restaurants.

Mr. Shacklett concluded his presentation by noting staff had received one letter in opposition because of concerns over traffic in and around the shopping center.

With no questions for staff, Chairman Bright opened the public hearing.

Mr. Ray Morgan, Play Date Co., 2700 Custer Parkway, Richardson, Texas, said the only thing he could add to staff’s presentation was the business concept was not the traditional bounce house or jungle gym and similar businesses had opened in the cities of Frisco, McKinney and Plano. He added they would not be a day care center and parents would have to remain on site with their children at all times.

Commissioner DePuy asked if reservations were required and what would be the process for private parties.

Mr. Morgan replied that reservations were not required and anyone could drop-in, but when a private party was using the facility on the weekend the site would be closed to other clients.

Chairman Bright asked if the customers would have to bring their own supplies and food for parties and wanted to know if the business would be subject to any state regulations.

Mr. Morgan said that since the parents must remain on site, the business was not regulated by any state regulations or requirements, and patrons would be offered a variety of packages for parties.

Commissioner Frederick asked how costs would be assessed for customers and Mr. Morgan said the cost would be per child.

Commissioner Ferrell asked if the employees would need any type of special training or licenses.

Mr. Morgan said he would require CPR/First Aid certifications, and would do full background checks, but no special licensing was required.

Mr. Clint Schroff, 6666 Whitemarsh Valley Walk, Austin, Texas, stated he represented the shopping center owners and although they had been approached by other restaurants wanting to locate in the center, they owners decided to wait for another type of tenant that would not impact the traffic or parking in the center. He added that Play Date would fit in well with some of the other tenants such as Kumon Learning Center and Sway.

With no further comments in favor, Chairman Bright called for those in opposition.

Ms. Nadine Cole Flowers, 2624 Custer Parkway, Apartment A, Richardson, Texas, stated she had concerns about bringing a commercial amusement center to the shopping center because of traffic and the proximity of a registered sex offender.

Ms. Lisa Huisenga, 535 W. Lookout Drive, #31, Richardson, Texas, a local resident and a representative of the Knolls on Canyon Creek Condominium Association was also concerned about the amount of traffic in the area as well as restaurants serving alcohol in close proximity to a children's play space.

Mr. Morgan offered rebuttal comments stating their hours of operation would not conflict with the peak traffic hours for the other tenants (restaurants) of the center, and as far of the registered sex offender, he said he would have to look into and research the matter.

Vice Chair Taylor asked if a parent was called away during a play session would they be required to take their child with them and Mr. Morgan said the parent could not leave the premises without taking the child with them.

No other comments in favor or opposed were received and Chairman Bright closed the public hearing.

Commissioner Springs said he thought the proposed business would be a good fit for the shopping center.

Chairman Bright asked if a restaurant could occupy the vacant space in question and how that type of business would impact traffic.

Mr. Shacklett replied a restaurant could locate in any of the spaces at the shopping center and draw more use than the proposed play center.

Commissioner Springs said there were a lot of businesses that could open in the center per the existing zoning that would cause bigger traffic and parking problems than the proposed business.

Regarding the proximity of the registered sex offender, Commissioner Frederick said it was naturally a concern but it would not prevent her from being in favor of the item.

Motion: Commissioner DePuy made a motion to recommend approval of Zoning File 16-12 as presented; second by Commissioner Maxwell. Motion approved 7-0.



Staff Report

TO: City Council

THROUGH: Michael Spicer, Director of Development Services *MS*

FROM: Sam Chavez, Assistant Director of Development Services-Planning *SC*

DATE: June 23, 2016

RE: **Zoning File 16-12:** Special Permit – Commercial Amusement Center (Indoor Children’s Play Space)

REQUEST:

Special Permit for a commercial amusement center (indoor children’s play space) located in a 3,200-square foot lease space within an existing 16,101-square foot building located in the II Creeks Shopping Center, on the west side of Custer Parkway, north of Lookout Drive. (See applicant’s statement for further explanation)

APPLICANT / PROPERTY OWNER:

Ray Morgan & Heather Harris Morgan – Play Date Co. / Charles C. Rhett – II Creeks Plaza – 2700 Custer, LLC.

EXISTING DEVELOPMENT:

The 7.1-acre site currently consists of three (3) retail buildings totaling 63,137 square feet.

ADJACENT ROADWAYS:

Custer Parkway: Two-lane, divided major collector; 7,100 vehicles per day on all lanes, northbound and southbound, south of Lookout Drive (February 2015).

Lookout Drive: Four-lane, divided minor collector; 3,100 vehicles per day on all lanes, eastbound and westbound, west of Custer Parkway (February 2015).

SURROUNDING LAND USE AND ZONING:

North: Single-Family and Multi-Family; A-950-M Apartment
South: Single Family; PD Planned Development
East: Multi-Family; A-950-M Apartment
West: Golf Course and Multi-Family; R-2000-M Residential & A-950-M Apartment

FUTURE LAND USE PLAN:

Neighborhood Mixed-Use

Mixed or multiple land uses occurring within a single development. These districts are typically built around small, pedestrian friendly blocks and common open space. Uses include residential, retail, personal services, and neighborhood-scale offices.

Future Land Uses of Surrounding Area:

North: Neighborhood Mixed-Use

South: Neighborhood Mixed-Use

East: Neighborhood Mixed-Use & Neighborhood Residential

West: Neighborhood Mixed-Use & Open Space

EXISTING ZONING:

PD Planned Development per Ordinance Number 3515.

TRAFFIC/ INFRASTRUCTURE IMPACTS:

The request will not have any significant impacts on the surrounding roadway system or the existing utilities in the area.

STAFF COMMENTS:

Background:

The subject property was initially developed in the 1970's as a retail shopping center with multiple buildings. In 2005, the subject property and surrounding lots were rezoned from LR-M(2) Local Retail to PD Planned Development to accommodate a mixed-use development. The retail buildings on the subject property were retained and remodeled to attract new retail, restaurant, and office tenants; other retail buildings to the south and west were demolished and redeveloped as patio homes and townhomes.

Request:

The applicant is requesting a Special Permit for a commercial amusement center, specifically to accommodate an indoor children's play place. The proposed use, which would be located in a 3,200-square foot lease space in the southernmost retail building, will provide imaginative and creative play space for children between the ages of 1-7. The open concept space will allow parents and staff to have a constant view of the children. Parents are required to remain inside the facility and are responsible for supervision of their children. The applicant anticipates 30-40 families per day with peak times being between 9:00 a.m. and 11:30 a.m. and 2:00 p.m. to 5:00 p.m. The applicant also intends to reserve the weekends for private parties, but if there are no reservations, the facility would be open to the public. The proposed hours of operation would be as follows:

- 9:00 a.m. to 5:00 p.m. (Monday, Tuesday, Thursday, Friday, and Saturday)
- 9:00 a.m. to 7:00 p.m. (Wednesday)
- 9:00 a.m. to 2:00 p.m. (Sunday)

Parking – The PD allows a parking ratio of one (1) space per 300 square feet regardless of the use to allow greater flexibility in leasing to higher intensity parking users, such as restaurants, an event center, and dance studio. The applicant is requesting to utilize the same parking ratio.

They anticipate peak times will not be in conflict with the peak times for other uses in the center, which are typically during the lunch hour and in the evening. The applicant expects their peak parking demand to be up to twenty-five (25) parking spaces at a given time.

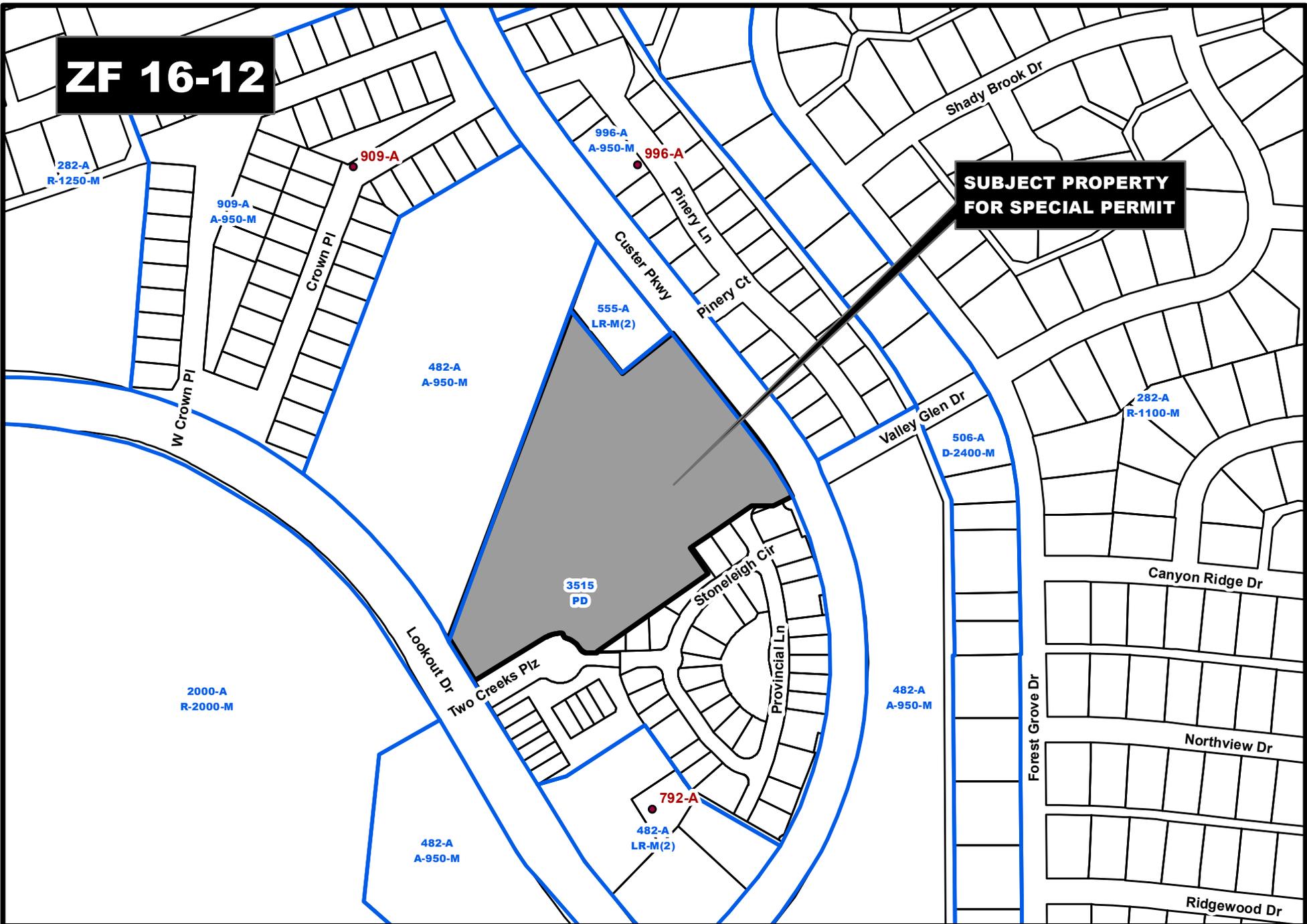
The applicant provided a parking survey for the shopping center, providing multiple counts throughout the day for weekdays as well as weekend counts. The site currently provides 243 parking spaces. The highest count observed by the applicant was 182 parking spaces occupied on a Friday afternoon at 4:00 p.m.

Correspondence: As of this date, one (1) letter in opposition has been received.

Motion: On June 7, 2016, the City Plan Commission recommended approval of the applicant's request on a vote of 7-0, subject to the following conditions:

1. A commercial amusement center, limited to an indoor children's play place, shall be allowed and shall be limited to the area shown on the attached concept plan, marked as Exhibit "B" and made a part thereof.
2. The commercial amusement center shall be allowed to operate between the hours of 9:00 a.m. and 5:00 p.m. On Wednesdays, the commercial amusement center shall be allowed to operate between the hours of 9:00 a.m. and 7:00 p.m.

ZF 16-12



**SUBJECT PROPERTY
FOR SPECIAL PERMIT**

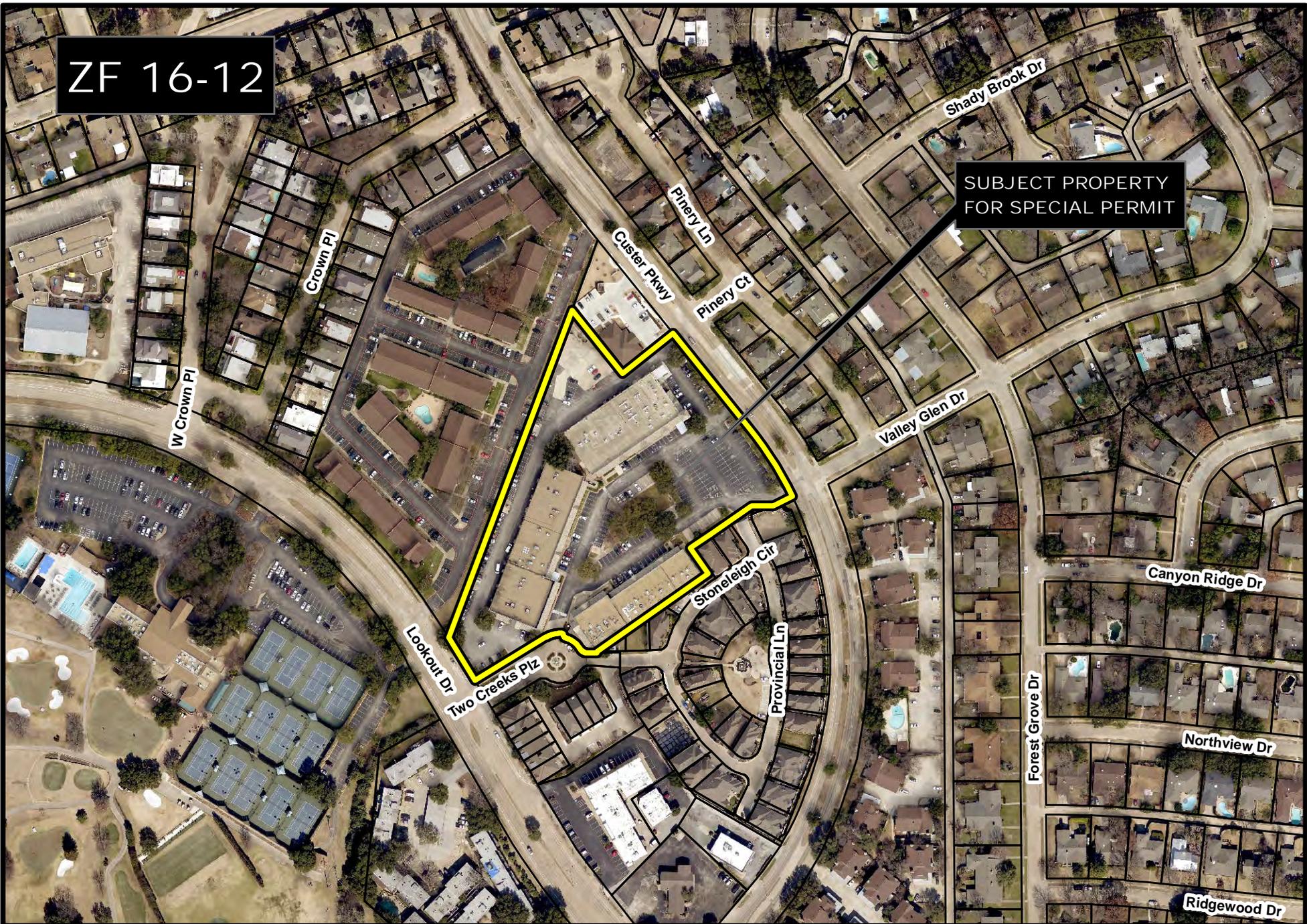
ZF 16-12 Zoning Map

Updated By: shacklett, Update Date: May 16, 2016
File: DSI\Mapping\Cases\Z\2016\ZF1612\ZF1612 zoning.mxd

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



ZF 16-12



SUBJECT PROPERTY FOR SPECIAL PERMIT

ZF 16-12 Aerial Map

Updated By: shacklett, Update Date: May 16, 2016
File: D:\Mapping\Cases\Z\2016\ZF1612\ZF1612 ortho.mxd

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



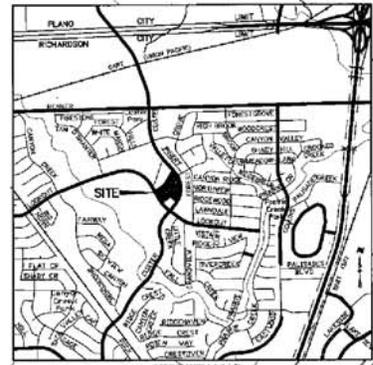
Custer Parkway

Subject
Lease
Space →

Lookout Drive

Oblique Aerial
Looking East





VICINITY MAP
N.T.S.

A=12'30.57"
R=725.00'
L=158.37'
CH=S 30°54'31" E
LC=158.06'



OWNER
RICHARDSON II CREEKS LP
500 W. LOOKOUT DRIVE
RICHARDSON, TX 75080
CONTACT : DAN LEE
(972) 267-0032

DATA SUMMARY - BLOCK A, LOT 1A

ZONING	P.D.(ORD.# 3509)
PROPOSED USE	AS SHOWN
LAND AREA (ACRES)	7.077 ACRES
LAND AREA (SQ.FT.)	308,280 S.F.
BUILDING AREA	63,420 S.F.
BUILDING HT.	ONE STORY
FLOOR RATIO	0.20:1.0
BUILDINGS	
BUILDING A	21,309 S.F.
BUILDING B	28,329 S.F.
BUILDING C	16,101 S.F.
TOTAL AREA	63,137 S.F.
PARKING REQUIRED (1sp/300 sf)	211 SPACES
PARKING PROVIDED	245 SPACES
LANDSCAPE REQUIRED (7% GROSS)	21,580 S.F.
LANDSCAPE PROVIDED	36,493 S.F. (10.0%)

BUILDING SUMMARY - BLOCK A, LOT 1A

ADDRESS	USE	SQ. FEET
700	RESTAURANT	5,091
702-703	RETAIL	2,910
707-711	DAY SCHOOL	4,890
712	OFFICE	1,200
718	THEATRE	4,180
801	SANCTUARY	10,000
809-101	OFFICE	1,498
809-102	OFFICE	382
809-103	OFFICE	448
809-105	RETAIL	440
809-106	RETAIL	524
809-107	OFFICE	359
811	DAY SCHOOL	3,352
815	RETAIL	2,000
817	OFFICE	1,600
819-823	OFFICE	5,520
901-913	RETAIL	21,009
TOTAL		63,420

BLOCK C
RICHARDSON II CREEKS
TRACT 13
VOL 5722, PG. 2168

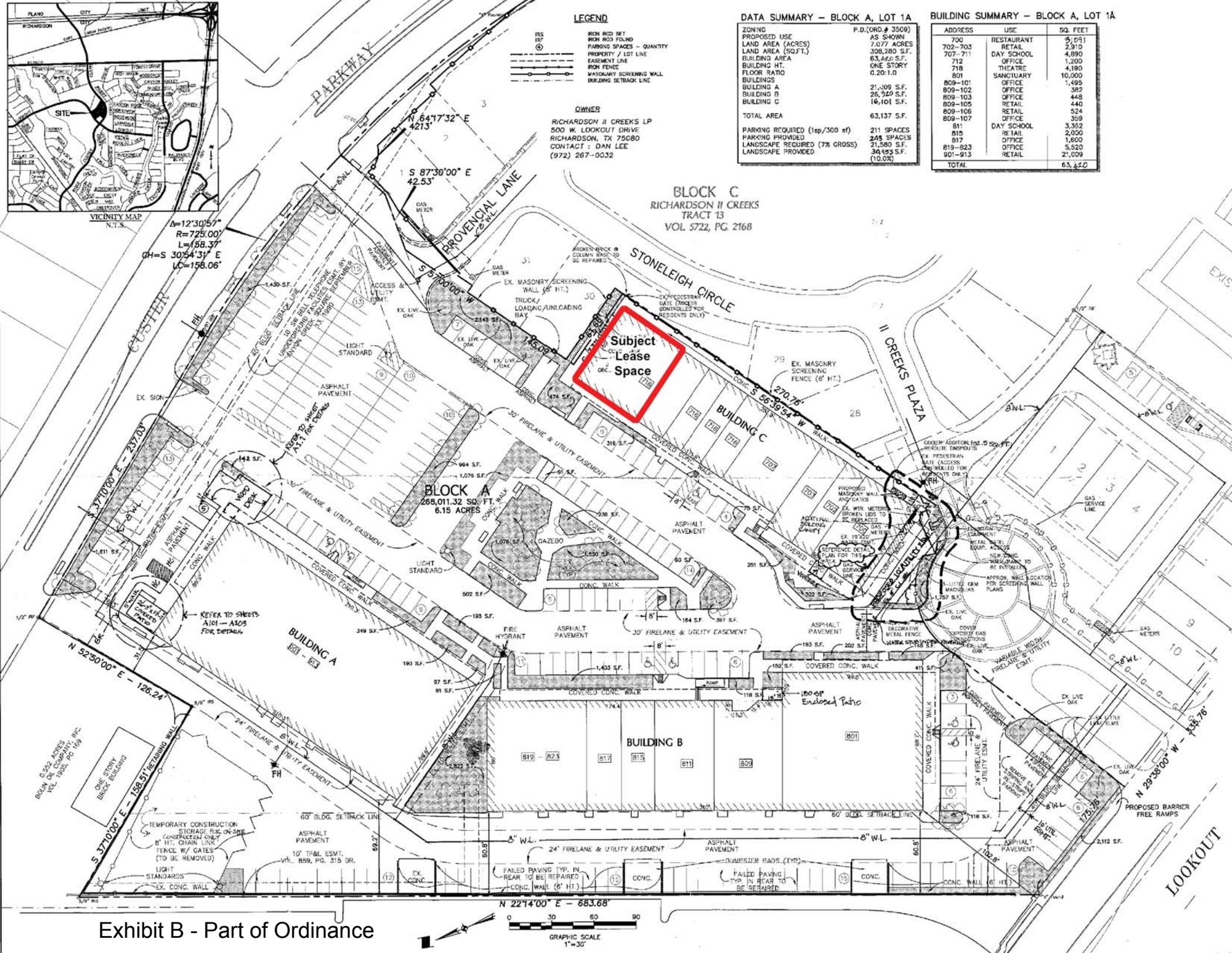
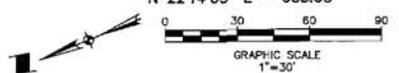


Exhibit B - Part of Ordinance



5-9-2016

Owners: Ray & Heather Morgan
2210 E. Prairie Creek Dr.
Richardson, TX 75080

Re: Proposed Business Occupancy Play Date Co.

We are working to acquire a 3200 sq. ft. space at the II Creeks shopping center plaza for an indoor imaginative/creative play space for children, target age 1-7 yr. The concept promotes a clean, safe, and comfortable play environment for both children and parents. The entire play space is designed as an open concept layout to allow for parents and staff to have a constant visual field on the children utilizing the play space for the purpose of safety and supervision. Play Date Co. will offer themed play structure exhibits with toys and accessories for imaginative play, along with art activities and interactive games. Parents must remain onsite and supervise their children at all times. Parents are encouraged to interact with their children while they explore the play exhibits but there will also be seating and amenities for parents who prefer to relax and observe their children at play.

There will be 2 employees onsite for check-in of customers, supervision/monitoring during open play hours, and clean-up throughout the day. Business hours during the week will be 9:00 am-5:00 pm M/T/Th/F. Wednesday will be extended hours, 9am-7pm. Weekends will be reserved for private parties, unless there are no reservations, in which case the facility can revert back to open play activity and hours would be 9am-5pm on Saturday and 9am-2pm on Sunday.

We anticipate 30-40 customers per day to include families with multiple siblings. Based on the peak business hours of the surrounding II Creek establishments we do not see a parking space conflict with other establishments. The anticipated peak hours for Play Date Co. will be 9:00 am-11:30 a.m. and 2pm-5:00pm. There could be a need for 20-25 parking spaces at one given time during our peak business hours. Being a resident of Canyon Creek and regular patron to businesses in II Creeks Plaza, I've witnessed the parking lot at highest capacity during lunch and dinner hours. Based on our personal experience at similar business models to ours in the DFW area we anticipate lower occupancy at lunch and dinner. I have included a table that documents my observations and occupant counts within the parking lot over a 4 day period during our anticipated peak hours.

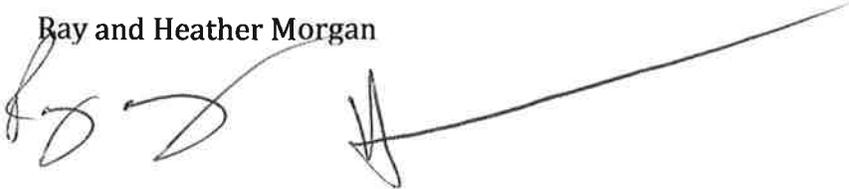
Safety is a high priority within our business model and will remain a focal point as we begin operation. Front door and access entry into the play space will be constantly monitored by the assigned staff at the front desk/entrance. Paid admission into the space is only allowed for adults that are accompanied by a child and vice versa. Camera surveillance will be incorporated into the space for constant

monitoring. Parents must remain inside the facility while their children are playing and they are held responsible for the supervision of their children. The parking directly in front of our lease space is abundant during our peak hours based on my observations and allows for safe access to our space for customers. In addition, there will be an area outside to store strollers and secure them for those patrons that walk to our establishment from local neighborhoods.

The main objective for our business model is to offer a safe, unique, and stimulating play environment that caters to children ages 1-7. The establishment will offer an alternative to parents during inclement weather and in the summer months when extreme heat becomes a factor when considering outdoor activities. We feel the concept allows an opportunity for families to socialize and become acquainted with other fellow community members. We visualize our establishment fitting in well and adding to the existing II Creeks platform of family oriented businesses.

Thank you!

Ray and Heather Morgan

Handwritten signatures of Ray and Heather Morgan. The signature on the left is a cursive signature, and the signature on the right is a stylized signature with a long horizontal line extending to the right.

Play Date Co. Peak Hour Parking Lot Occupancy Count II Creeks Shopping Plaza

Total Parking Spots = 243

	Mon 5/2	Tue 5/3	Wed 5/4	Thu 5/5	Fri 5/6	Sat 5/21	Sun 5/22
9:00am							
9:30am							
10:00am	36	47	53	32	28		
10:30am						91	83
11:00am	49	56	44	68	49		
11:30am							
1:00pm							
1:30pm							
2:00pm						127	109
2:30pm	63	77	93	86	103		
3:00pm							
3:30pm							
4:00pm	75	107	116	161	182		
4:30pm							



FIRE LANE NO PARKING

Subject Lease Space

(1)



(2)

Looking North
across Parking Lot



Looking East toward
Custer Parkway

(3)



Notice of Public Hearing

City Plan Commission • Richardson, Texas

An application has been received by the City of Richardson for a:

SPECIAL PERMIT

File No./Name: ZF 16-12 / Play Date Co.
Property Owner: Charles C. Rhett / II Creeks Plaza – 2700 Custer, LLC
Applicant: Ray Morgan & Heather Harris Morgan / Play Date Co.
Location: 2701 Custer Parkway (See map on reverse side)
Current Zoning: PD Planned Development
Request: A request for approval of a Special Permit for a commercial amusement center (indoor children's play space).

The City Plan Commission will consider this request at a public hearing on:

TUESDAY, JUNE 7, 2016
7:00 p.m.
City Council Chambers
Richardson City Hall, 411 W. Arapaho Road
Richardson, Texas

This notice has been sent to all owners of real property within 200 feet of the request; as such ownership appears on the last approved city tax roll.

Process for Public Input: A maximum of 15 minutes will be allocated to the applicant and to those in favor of the request for purposes of addressing the City Plan Commission. A maximum of 15 minutes will also be allocated to those in opposition to the request. Time required to respond to questions by the City Plan Commission is excluded from each 15 minute period.

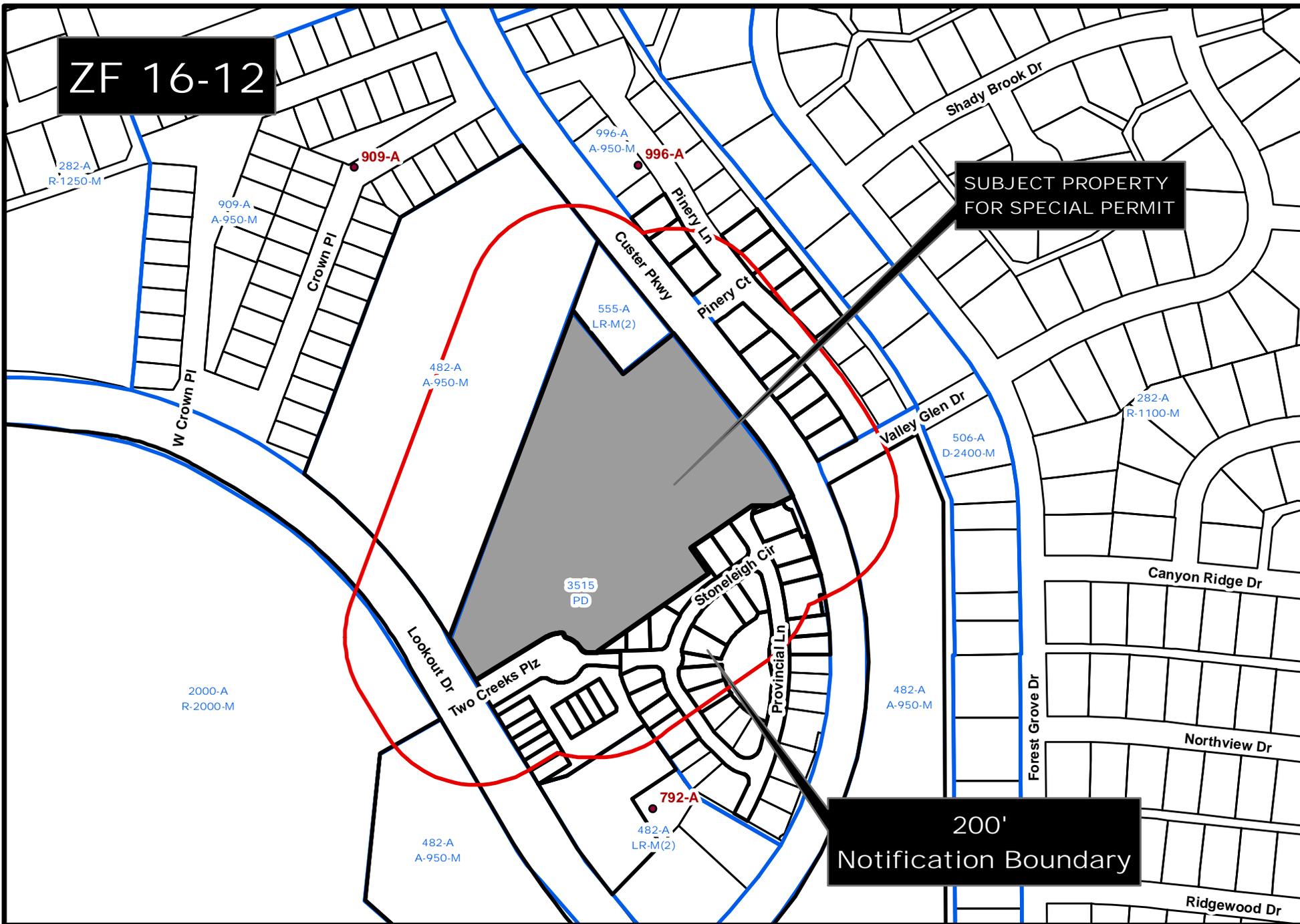
Persons who are unable to attend, but would like their views to be made a part of the public record, may send signed, written comments, referencing the file number above, prior to the date of the hearing to: Dept. of Development Services, PO Box 830309, Richardson, TX 75083.

The City Plan Commission may recommend approval of the request as presented, recommend approval with additional conditions or recommend denial. Final approval of this application requires action by the City Council.

Agenda: The City Plan Commission agenda for this meeting will be posted on the City of Richardson website the Saturday before the public hearing. For a copy of the agenda, please go to: <http://www.cor.net/index.aspx?page=1331>.

For additional information, please contact the Dept. of Development Services at 972-744-4240 and reference Zoning File number ZF 16-12.

Date Posted and Mailed: 05/27/2016



ZF 16-12 Notification Map

Updated By: shacklett, Update Date: May 16, 2016
 File: D:\Mapping\Cases\Z\2016\ZF1612\ZF1612 notification.mxd

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HOWARD LIVING TRUST
HOWARD JAMES R &
SHIRLEY J - TRUSTEE
2717 PINERY LN
RICHARDSON, TX 75080-1870

LOYD ZACH R
2714 PINERY LN
RICHARDSON, TX 75080-1858

JEFFRESS JOYCE
913 SANDALWOOD AVE
RICHARDSON, TX 75080-3039

ZHU NIAN ETUX LI LIU
2712 PINERY LN
RICHARDSON, TX 75080-1858

VAZQUEZ JR RUDY
2408 CAYENNE DR
MC KINNEY, TX 75070-4729

JOHNS JERRY ETUX
405 N MAIN ST
SALADO, TX 76571-6137

WOLIN SUSAN
2708 PINERY LN
RICHARDSON, TX 75080-1858

LONG DONALD R JR ETUX
2706 PINERY LN
RICHARDSON, TX 75080-1858

ADLER CYNTHIA
2711 PINERY LN
RICHARDSON, TX 75080-1859

SHANKLE LARA
1100 NAVAHO TRL
RICHARDSON, TX 75080-3938

GENEVOIS CAROLINE
2705 PINERY LN
RICHARDSON, TX 75080-1859

WYATT JENNA C
PO BOX 833733
RICHARDSON, TX 75083-3733

CHANG HENRY YU-MING - LE &
CHANG WAYLENE & WENDY
2701 PINERY LN
RICHARDSON, TX 75080-1859

REICHLLEY JANICE SUE
615 KIRBY LN
RICHARDSON, TX 75080-5106

508 WEST LOOKOUT LLC
508 W LOOKOUT DR STE 14-57
RICHARDSON, TX 75080-2176

II CREEKS PLAZA - 2700 CUSTER
PO BOX 42170
AUSTIN, TX 78704-0037

II CREEKS HOA
C/O RICHARDSON II CREEKS LP
ATTN: DANIEL S ALFORD
RICHARDSON, TX 75080

LILLY JAMES & ANGELA LILLY
440 COIT RD APT 18101
PLANO, TX 75075-5840

UPSON TODD M & JAMIE UPSON
2625 STONELEIGH CIR
RICHARDSON, TX 75080-1675

CHAN WILSON W & WALTZ W
2629 STONELEIGH CIR
RICHARDSON, TX 75080-1675

GILBERT TOMMY & BARBARA GILBERT
2633 STONELEIGH CIR
RICHARDSON, TX 75080-1675

DIETRICHSON CO INC
ATTN: RICHARD DIETRICHSON JR
1850 N GREENVILLE AVE STE 158
RICHARDSON, TX 75081-1854

JEWETT ROBERT W & SARA R
2637 STONELEIGH CIR
RICHARDSON, TX 75080-1676

MOFFITT SCOTT L
2645 STONELEIGH CIR
RICHARDSON, TX 75080-1676

BERLFEIN HAROLD P & ALLEN CATHY
2649 STONELEIGH CIR
RICHARDSON, TX 75080-1676

ECKER JOSEPH S & MARCIA
2682 PROVENCIAL LN
RICHARDSON, TX 75080-1673

BARTH AK & ROBERTA
2670 PROVENCIAL LN
RICHARDSON, TX 75080-1673

BLOMBERG JUDY A & LARS
2666 PROVENCIAL LN
RICHARDSON, TX 750801673

II CREEKS
C/O RICHARDSON II CREEKS LP
ATTN: DANIEL S ALFORD
2701 CUSTER PKWY STE 811
RICHARDSON, TX 75080-1668

PERRY STEVEN M
609 TWO CREEK PLZ
RICHARDSON, TX 75080-1678

SHANKS JOYCE &
DON SHANKS
605 TWO CREEK PLZ
RICHARDSON, TX 75080-1678

FRAILEY MINA LEA
520 W LOOKOUT DR
RICHARDSON, TX 75080-2182

SCHWALLS EVAN BLAKE &
CHRISTINA CHANDLER NUCKOLLS
524 W LOOKOUT DR
RICHARDSON, TX 75080-2182

MARTINEZ LOUIS MUNOZ & LYNDA
528 W LOOKOUT DR
RICHARDSON, TX 75080-2182

HILLSIDE PARTNERS LLC
C/O JERRY D JOHNSON
8150 N CENTRAL EXPY STE 1800
DALLAS, TX 75206-1883

II CREEKS
C/O RICHARDSON II CREEKS LP
2701 CUSTER PKWY STE 811
RICHARDSON, TX 75080-1668

JOHNSON EDCAR
532 W LOOKOUT DR
RICHARDSON, TX 75080-2182

PAULK MARK C
536 W LOOKOUT DR
RICHARDSON, TX 75080-2182

RANA DIPESH & KOMAL PATEL
540 W LOOKOUT DR
RICHARDSON, TX 75080-2182

BELL FREDERICK D & DOROTHY HEL
617 TWO CREEK PLZ
RICHARDSON, TX 75080-1678

LIU HUILI &
HENGXIAO WANG
613 TWO CREEK PLZ
RICHARDSON, TX 75080-1678

ROLLING CASH ROYAL ARMS LP
C/O ROLLING GASH REALTY INC
1430 BROADWAY FL 14
NEW YORK, NY 10018-3308

RICHARDSON COUNTRY CLUB CORP
PO BOX 4900
SCOTTSDALE, AZ 8526-14900

VALESANO RUTH MARILYN
FAMILY TRUST
RUTH MARILYN VALESANO - TRUSTE
3206 CANYON CREEK DR
RICHARDSON, TX 75080-1509

EDWARDS CARL E JR
2628 STONELEIGH CIR
RICHARDSON, TX 75080-1674

BOWDEN CURTIS B
2636 STONELEIGH CIR
RICHARDSON, TX 75080-1674

ROMA PACIFIC LLC
5644 FAIRFAX DR
FRISCO, TX 75034-5927

NOAH RAYMOND D &
CYNTHIA G NOAH
2652 STONELEIGH CIR
RICHARDSON, TX 75080-1674

REEVES STEVE A &
CHRISTINE LAVONE MILLER
2836 W UNIVERSITY BLVD STE 122
DURANT, OK 74701-3089

DIETRICHSON CO INC
ATTN: RICHARD DIETRICHSON JR
1850 N GREENVILLE AVE STE 158
RICHARDSON, TX 75081-1854

GRAMLING RON &
CATHI GRAMLING
2686 PROVENCIAL LN
RICHARDSON, TX 75080-1673

LISTER JOHN &
DIANE LISTER
2674 PROVENCIAL LN
RICHARDSON, TX 75080-1673

**RAY MORGAN &
HEATHER HARRIS MORGAN
PLAY DATE CO
2210 E PRAIRIE CREEK DR
RICHARDSON, TX 75080**

**CHARLES C RHETT
11 CREEK PLAZA - 2700 CUSTER , LLC
P.O. BOX 42170
AUSTIN, TX 78704**

ZF 16-12

ORMAN MARGARET M &
ORMAN JAMES F
2200 E PRAIRIE CREEK DR
RICHARDSON, TX 75080-2622

HARRISON KENNETH E
2650 CUSTER PKWY APT A
RICHARDSON, TX 75080-1630

PREY MARY S
2650 CUSTER PKWY APT C
RICHARDSON, TX 75080-1630

GRAHAM KUMSON
2650 CUSTER PKWY APT D
RICHARDSON, TX 75080-1630

MILES STEVEN M
PO BOX 4664
HORSESHOE BAY, TX 78657-4664

WEADOCK GLORIA
2652C CUSTER PKWY UNIT 106
RICHARDSON, TX 75080-1605

NASH CARTER DAVID PATTERSON
2652 CUSTER PKWY # 3B
RICHARDSON, TX 75080-1641

BOUSE TERESA L &
BOUSE CODY BELLE
2652 CUSTER PKWY APT A
RICHARDSON, TX 75080-1641

BOUSE CODY BELLE &
BOUSE TERESA L
2652 CUSTER PKWY APT A
RICHARDSON, TX 75080-1641

TIEMEYER PATRICIA J &
ELIZABETH ANNE RICHARDSON
2648 CUSTER PKWY APT D
RICHARDSON, TX 75080-1629

LEVINSON MICHAEL A &
ROBINSON MARJUT H
2648 CUSTER PKWY
RICHARDSON, TX 75080-1629

FLEISCHMANN PETER PAUL &
KATHY MARGARET
2648 CUSTER PKWY APT A
RICHARDSON, TX 75080-1629

CHU CHI WAI
4452 DRUID HILLS DR
FRISCO, TX 75034-8409

ANDERSON LARRY & PHUONG
2646 CUSTER PKWY APT B
RICHARDSON, TX 75080-1640

KOROLYOV SERGEY
2646 CUSTER PKWY APT A
RICHARDSON, TX 75080-1640

BLOXOM RICKY W & SARAH JANE
2646 CUSTER PKWY APT C
RICHARDSON, TX 75080-1640

LISOVOY RUSLAN & ALLA KUTSENOK
2646 CUSTER PKWY APT D
RICHARDSON, TX 75080-1640

COLEY PAUL JEFFERY & AMY
2644 CUSTER PKWY
RICHARDSON, TX 75080-1628

LUDFORD LARRY
2644 CUSTER PKWY APT B
RICHARDSON, TX 75080-1628

BARTLETT VICKY
2644 CUSTER PKWY APT C
RICHARDSON, TX 75080-1628

GUSTAFSON ROBYNN L
717 RIDGEGATE DR
GARLAND, TX 75040-3625

DAVIS LAURA ELIZABETH
2642 CUSTER PKWY APT D
RICHARDSON, TX 75080-1627

BRIGHT JOSHUA
2642 CUSTER PKWY APT C
RICHARDSON, TX 75080-1627

KERBY JOANNE M
1706 PALOMINO DR
ROWLETT, TX 75088-6558

POUGES KENNETH CORNELL
2642 CUSTER PKWY APT A
RICHARDSON, TX 75080-1627

MILFORD PATRICIA G
511 NW 71ST TER
KANSAS CITY, MO 64118-2468

GUO HONGYI
2640 CUSTER PKWY APT B
RICHARDSON, TX 75080-1626

IVERSON ALLEN & REBECCA
2640 CUSTER PKWY APT C
RICHARDSON, TX 75080-1626

GASIN DANIIL A &
GAVRISH TATAYANA A
2640 CUSTER PKWY APT D
RICHARDSON, TX 75080-1626

VAUGHTER CRISHANA
2638 B CUSTER PKY UNIT # 77
RICHARDSON, TX 75080

BARNES JOYCE ANN
2638 CUSTER PKWY APT A
RICHARDSON, TX 75080-1625

HARVEY LARRY D &
LORI M HARVEY
1115 LONDONDERRY AVE
FRIENDSWOOD, TX 77546-5333

MCPHAUL NICHOLAS
305 HOGUE LN
WYLIE, TX 75098-5138

DAMLE ASHISH YESHWANT & GEETA
SHRIKANT RANBHOR
2634 CUSTER PKWY APT A
RICHARDSON, TX 75080-1623

GILBERT BARBARA
2634 CUSTER PKWY APT B
RICHARDSON, TX 75080-1623

CHU WAI KIN
2634 CUSTER PKWY APT C
RICHARDSON, TX 75080-1623

WALDECK ENTERPRISES LLC
5709 NORTHMOOR DR
DALLAS, TX 75230-2645

SWORDS CHILDREN'S SPECIAL TRUST
SWORDS DONNA LU & JOHN H - CO
TRUSTEES
2636 CUSTER PKWY APT D
RICHARDSON, TX 75080-1624

MURPHY CARL
2636 CUSTER PKWY APT C
RICHARDSON, TX 75080-1624

SUBRAMANIAN ENAMANRAM
2636 CUSTER PKWY APT A
RICHARDSON, TX 75080-1624

BLACKWOOD TERRY M
2636 CUSTER PKWY APT B
RICHARDSON, TX 75080-1624

DENTON JOYCE W
2632 CUSTER PKWY APT B
RICHARDSON, TX 75080-1622

CHU CHI WAI
4452 DRUID HILLS DR
FRISCO, TX 75034-8409

BOARD ERIN M
2632 CUSTER PKWY APT C
RICHARDSON, TX 75080-1622

HOPPE KEATON S
2632 CUSTER PKWY
RICHARDSON, TX 75080-1622

UPCHURCH SHIRLEY A
2626 CUSTER PKWY APT B
RICHARDSON, TX 75080-1619

O'CARROLL FRANCIS X
2626 CUSTER PKWY APT A
RICHARDSON, TX 75080-1619

MORSE NATALEE S
9021 SANTA CLARA DR
DALLAS, TX 75218-4138

HOLMAN MICHAEL LEWIS
2626 CUSTER PKWY APT D
RICHARDSON, TX 75080-1619

MCCOLLUM ELLA LOUISE
2628 CUSTER PKWY APT B
RICHARDSON, TX 75080-1620

DURYEA JEFFREY MAXWELL
2511 W PRAIRIE CREEK DR
RICHARDSON, TX 75080-1917

RAE AILEEN PATRICIA
2628 CUSTER PKWY APT C
RICHARDSON, TX 75080-1620

AYYALAPU ANITHA &
CHAKRADHER REDDY
445 TOBRURRY WAY
FOLSOM, CA 95630-6337

LIU XIAOYAN &
XIN WANG
2513 LAS PALMAS LN
PLANO, TX 75075-2100

CUNNINGHAM JODY &
CHARLES CUNNINGHAM
15 HIGHLAND PL
RICHARDSON, TX 75081-3500

OSTRANDER GEORGE NELSON III
4216 ELDORADO DR
PLANO, TX 75093-6019

NGUYEN LEEANNE LINH TRANG
2630 CUSTER PKWY APT B
RICHARDSON, TX 75080-1621

FRAILEY MINA LEA
520 W LOOKOUT DR
RICHARDSON, TX 75080-2182

SANDAGER MELANIE
2624 CUSTER PKWY APT D
RICHARDSON, TX 75080-1618

ALPHONSO ERIC
2554 TARPLEY RD STE 116
CARROLLTON, TX 75006-2385

COLE NADINE W
2624 CUSTER PKWY APT A
RICHARDSON, TX 75080-1618

SEDLACEK PHILLIP L
2622 CUSTER PKWY APT A
RICHARDSON, TX 75080-1617

ALPHONSO ERIC I
2622 CUSTER PKWY APT B
RICHARDSON, TX 75080-1617

ENGLISH SUSAN KAY &
EUBANKS FRANK RANDOLPH
2622 CUSTER PKWY APT D
RICHARDSON, TX 75080-1617

WATSON JULLIAN M DUQUAINE
2622 CUSTER PKWY
RICHARDSON, TX 75080-1617

NELSON ROGER & JUDY
2620 CUSTER PKWY APT C
RICHARDSON, TX 75080-1616

DURHAM WARREN D
2620 CUSTER PKWY APT D
RICHARDSON, TX 75080-1616

HOLLIDAY LARRY J &
HOLLIDAY TERRY J
2620 CUSTER PKWY # 41
RICHARDSON, TX 75080-1616

PEREZ ISMAEL H
2807 CLIFFBROOK DR
CARROLLTON, TX 75007-5710

BISSELL CANYON RIDGE LLC
700 E CAMPBELL RD STE 265
RICHARDSON, TX 75081-2006

MEANS JON
2618 CUSTER PKWY APT B
RICHARDSON, TX 75080-1615

ADAMS SUSAN E & STEVEN W
2618 CUSTER PKWY APT D
RICHARDSON, TX 75080-1615

GUNNIN MARIANNE
2618 CUSTER PKWY APT C
RICHARDSON, TX 75080-1615

ORMAN JAMES F
2200 E PRAIRIE CREEK DR
RICHARDSON, TX 75080-2622

LOCHORE JEFFERY
PO BOX 1762
PORTER, TX 77365-1762

JONES CAROLYN V
510 BROOKSHIRE LN
RICHARDSON, TX 75080-2545

KELLY JANET E &
EDWARD SAM KELLY JR
2610 CUSTER PKWY APT D
RICHARDSON, TX 75080-1611

NAHAR ZEBUN
2612 CUSTER PKWY APT D
RICHARDSON, TX 75080-1612

BARTON GREGORY ROSS
2612 CUSTER PKWY APT C
RICHARDSON, TX 75080-1612

HUDSON CHARLES D & KIMBERLY KAYE
2612 CUSTER PKWY APT A
RICHARDSON, TX 75080-1612

BARRONS-PIGNOTTI LAURIE
109 CALDOR DR
BELLEVUE, NE 68005-4802

LITTLETON LINDA JOY
2614 CUSTER PKWY APT D
RICHARDSON, TX 75080-1613

WEINSTEIN ADLEY
2614 CUSTER PKWY APT C
RICHARDSON, TX 75080-1613

GALLATIN BOYD E &
CYNTHIA J GALLATIN
4009 CARRIZO DR
PLANO, TX 75074-3438

JONES CAROLYN V
510 BROOKSHIRE LN
RICHARDSON, TX 75080-2545

KOLLER CHIZUKO
3211 PARKRISE CT
GARLAND, TX 75044-2080

LAW KEVIN G
416 GENE AUTRY LN
MURPHY, TX 75094-3643

BAILEY HOLLY DIANE
2616 CUSTER PKWY APT C
RICHARDSON, TX 75080-1614

O'MALLEY THOMAS P
2616 CUSTER PKWY APT D
RICHARDSON, TX 75080-1614

SCHAEFER DANA L
2608 CUSTER PKWY APT B
RICHARDSON, TX 75080-1610

ARELLANO KIMBERLY R
2608 CUSTER PKWY APT A
RICHARDSON, TX 75080-1610

MAST GARY DEWAYNE
1508 BAFFIN BAY DR
PLANO, TX 75075-2204

KARIMI BEHZAD
2608 CUSTER PKWY-D
RICHARDSON, TX 75080-1610

HAZLEWOOD JENNY ELIZABETH TRUST &
HAZLEWOOD ABBEY DIANA TRUST
7327 MALABAR LN
DALLAS, TX 75230-2433

NYATHORE HOLDINGS LLC
2606 CUSTER PKWY APT C
RICHARDSON, TX 75080-1609

PHILLIPS CAROL E
2606 CUSTER PKWY APT A
RICHARDSON, TX 75080-1609

RODRIGUEZ JOHN & KRISTINA
2606 CUSTER PKWY APT B
RICHARDSON, TX 75080-1609

GANISON SHUPING A
2604 CUSTER PKWY APT D
RICHARDSON, TX 75080-1608

WESS KYLE & KELLIE S
2604 CUSTER PKWY APT C
RICHARDSON, TX 75080-1608

RINGHAM DEBORAH A &
RINGHAM REVOCABLE TRUST
2604 CUSTER PKWY APT A
RICHARDSON, TX 75080-1608

WANG STEVEN
2604 CUSTER PKWY APT B
RICHARDSON, TX 75080-1608

ZHANG FUBIN &
HUICHUN XING
5503 AMBROSE DR
SUGAR LAND, TX 77479-5841

KIM JIN SEOP &
ALISHA ABBIE KIM
2602 CUSTER PKWY APT C
RICHARDSON, TX 75080-1607

ORMAN JAMES F & MARGARET M
2200 E PRAIRIE CREEK DR
RICHARDSON, TX 75080-2622

JACKSON JENNIFER
2602 CUSTER PKWY APT B
RICHARDSON, TX 75080-1607

MARTIN DIANE
2600 CUSTER PKWY APT D
RICHARDSON, TX 75080-1604

PLESS PATRICIA C
2600 CUSTER PKWY APT C
RICHARDSON, TX 75080-1604

KALKA MARGARET L & CLARK N
2600 CUSTER PKWY APT A
RICHARDSON, TX 75080-1604

RANTA CATHERINE M &
ERNESTO A CASTANHEIRA
2600 CUSTER PKWY APT B
RICHARDSON, TX 75080-1604

ZF 16-12

SCHROEDER SUSAN M LIVING TRUST
505 W LOOKOUT DR APT 101
RICHARDSON, TX 75080-2124

RAY GEORGE E JR & LINDA KAYE
505 W LOOKOUT DR APT 102
RICHARDSON, TX 75080-2124

ADAMS MELVIN E & ZELMA F
2411 CANYON CREEK DR
RICHARDSON, TX 75080-2550

HOLLAND WINNOGENE
507 W LOOKOUT DR APT 104
RICHARDSON, TX 75080-2125

LEFTWICH GERALDINE &
FRANK LEFTWICH
509 W LOOKOUT DR APT 105
RICHARDSON, TX 75080-2126

LEFTWICH R FRANK
509 W LOOKOUT DR APT 105
RICHARDSON, TX 75080-2126

VINCENT MARTHA B
1003 CORDOVA ST
DALLAS, TX 75223-1233

TEFFETELLER JERRY L & SHARON N
1105 WESTWOOD DR
PLANO, TX 75075-8501

ALAYA ADNAN
513 W LOOKOUT DR APT 109
RICHARDSON, TX 75080-2128

LEACH DALE
513 W LOOKOUT DR APT 110
RICHARDSON, TX 75080-2128

PATTERSON LINDA
515 W LOOKOUT DR APT 111
RICHARDSON, TX 75080-2129

SANDERS MARY
515 W LOOKOUT DR APT 112
RICHARDSON, TX 75080-2129

CARRUTH DONNA J & L BRENT
2305 W PRAIRIE CREEK DR
RICHARDSON, TX 75080-2631

ADAMS MELVIN E & ZELMA C
2411 CANYON CREEK DR
RICHARDSON, TX 75080-2550

HALLIBURTON JOHN ROBERT II
519 W LOOKOUT DR APT 115
RICHARDSON, TX 75080-2131

LEEDHAM GUNDI
7607 LA RISA DR
DALLAS, TX 75248-4336

REED JOHN R
PO BOX 250573
PLANO, TX 75025-0573

WOOLRIDGE ROSETTA S
1124 BRANDY STA
RICHARDSON, TX 75080-1401

HORN PEGGY
523 W LOOKOUT DR APT 119
RICHARDSON, TX 75080-2133

TRENEMAN THELMO E
4406 RIDGECOVE DR
ROWLETT, TX 75088-3128

NEUSTADTER LAUREL
7253 BLYTHDALE DR
DALLAS, TX 75248-1551

ROSSI KATHRYN
3304 CANYON CREEK DR
RICHARDSON, TX 75080-1511

MCCLURE JOHN P
527 W LOOKOUT DR APT 123D
RICHARDSON, TX 75080-2141

DANIELS DORIS NELDA
527 W LOOKOUT DR APT 124
RICHARDSON, TX 75080-2141

DAMMAN MARLYS L
529 W LOOKOUT DR APT 125
RICHARDSON, TX 75080-2142

PARTRIDGE JOANNE J
529 W LOOKOUT DR APT 126
RICHARDSON, TX 75080-2142

PELLHAM SANDRA A
6818 SAINT ANNE ST
DALLAS, TX 75248-2217

WOODS GARY
531 W LOOKOUT DR APT 128
RICHARDSON, TX 75080-2143

WHALEY STACY DAWN
533 W LOOKOUT DR APT 129
RICHARDSON, TX 75080-2144

GROAH JEFFREY M &
MINA D GROAH
27 WINDLEDGE PL
THE WOODLANDS, TX 77381-4642

HUISENGA LISA J
535 W LOOKOUT DR APT 131
RICHARDSON, TX 75080-2145

HARTLEY DONALD R &
MADRON J HARTLEY
2333 REGAL RD
PLANO, TX 75075-6609

BROWN PAUL JAMES
537 W LOOKOUT DR APT 133
RICHARDSON, TX 75080-2146

HEATH EVELYN S
714 W ARAPAHO RD APT 213
RICHARDSON, TX 75080-4165

MURPHY MARGARET A
539 W LOOKOUT DR APT 135
RICHARDSON, TX 75080-2147

COLLINS LYNDA
539 W LOOKOUT DR APT 136
RICHARDSON, TX 75080-2147

SO NING
2613 FAIRBOURNE CIR
PLANO, TX 75093-3847

VANDERHOOF ABBY L
5008 FALCON HOLLOW RD
MCKINNEY, TX 75070-5304

CATO DOROTHY B
507 W LOOKOUT DR
RICHARDSON, TX 75080-2125

STEGAWSKI NATHALIE
507 W LOOKOUT DR APT 204
RICHARDSON, TX 75080-2125

DOWLING WALTER J III
509 W LOOKOUT DR
RICHARDSON, TX 75080-2126

PHILLIPS JACK W III
509 W LOOKOUT DR APT 206
RICHARDSON, TX 75080-2126

ELMORE LOIS D
511 W LOOKOUT DR APT 207
RICHARDSON, TX 75080-2127

OLIVER ANN P
511 W LOOKOUT DR APT 208
RICHARDSON, TX 75080-2127

GROAH JEFFREY & MINA
27 WINDLEDGE PL
THE WOODLANDS, TX 77381-4642

AZARIAN YVONNE
513 W LOOKOUT DR APT 210
RICHARDSON, TX 75080-2128

CATO JUDITH M
515 W LOOKOUT DR APT 211H
RICHARDSON, TX 75080-2129

BELLOWS LESTER & DEBBIE
217 AVERY SPUR
CARTHAGE, TX 75633-3110

JONES SUZETTE T
1000 CAHILL WAY
SHADY SHORES, TX 76208-5109

GANSON ROBERT J
186 AMHERSTDALE RD
BUFFALO, NY 14226-4414

BULLOCK ANDREW W
519 W LOOKOUT DR APT 215
RICHARDSON, TX 75080-2131

PERRIN ANDRE' J & PATRICIA A
2710 HONEYSUCKLE DR
RICHARDSON, TX 75082-3432

SMITH MICHAEL S
4965 ROLLING HILLS AVE
BANNING, CA 92220-5282

LEEDHAM SHAUN
521 W LOOKOUT DR APT 218
RICHARDSON, TX 75080-2132

KLUG WILLIAM R
523 W LOOKOUT DR APT 219
RICHARDSON, TX 75080-2133

DISTELHORST SHERRY LYNN
523 W LOOKOUT DR APT 220
RICHARDSON, TX 75080-2133

PETERSON ROBERT O & SETSUKO
525 W LOOKOUT DR APT 221
RICHARDSON, TX 75080-2140

ABADA FELIX
525 W LOOKOUT DR APT 222
RICHARDSON, TX 75080-2140

TRECKER NANCY &
TRECKER JOHN
527 W LOOKOUT DR APT 223
RICHARDSON, TX 75080-2141

TRECKER JOHN
TRECKER NANCY
527 W LOOKOUT DR APT 223
RICHARDSON, TX 75080-2141

SHERY SANDRA K
527 W LOOKOUT DR APT 224D
RICHARDSON, TX 75080-2141

GONER MELA R
529 W LOOKOUT DR APT 225
RICHARDSON, TX 75080-2142

BREIG EDWARD L
529 W LOOKOUT DR APT 226
RICHARDSON, TX 75080-2142

LEEDHAM HALEY GRACELYN
531 W LOOKOUT DR APT 227
RICHARDSON, TX 75080-2143

HAMILTON LYNDON STOREY
531 W LOOKOUT DR APT 228
RICHARDSON, TX 75080-2143

MCGEE SHANNON K
533 W LOOKOUT DR APT 229
RICHARDSON, TX 75080-2144

COHEN RICHARD J
533 W LOOKOUT DR APT 230
RICHARDSON, TX 75080-2144

BRADLEY VIRGINIA J
535 W LOOKOUT DR APT 231
RICHARDSON, TX 75080-2145

JONES JIM EMERY
827 HAWTHORNE DR
ALLEN, TX 75002-4020

DAVIS SHANA
811 PLEASANT VALLEY LN
RICHARDSON, TX 75080-1548

SUNDAY SKY PROPERTIES INC
4628 SUNDANCE DR
PLANO, TX 75024-3855

GRAY SHANNON &
GRAY JAMES
14209 TAMARISK DR
CORPUS CHRISTI, TX 78418-6531

PLOUMPIS JOHN TRUST
60881 FIRE BARREL DR
LA QUINTA, CA 92253-7753

ZF 16-12

June 2, 2016

Dear Council,

In regards to the zoning change request at II creeks, I am completely opposed. I live at II Creeks.

In my opinion, that shopping center is busy traffic (s.p.?) + the parking lot is full at peak times.

Sincerely,

Lynda + Lou Martinez
528 W. Lookout Dr.
Richardson, TX 75080
469.569.5600



MEMO

DATE: June 23, 2016
TO: Honorable Mayor and City Council
FROM: Michael Spicer, Director of Development Services *MS*
SUBJECT: Zoning File 16-15: Special Permit – Electronic-Cigarette Establishment

REQUEST

The applicant's request is for approval of a Special Permit to allow an electronic-cigarette establishment to be located in a 1,600-square foot lease space within an existing 10,162-square foot building located at the southwest corner of President George Bush Highway and Jupiter Road.

In November 2013, the Comprehensive Zoning Ordinance (CZO) was amended to include definitions for electronic-cigarettes and electronic-cigarette establishments. Prior to November 2013, the use was allowed as a retail use. As part of the CZO amendment, the use was added to the Special Permits section of the Ordinance, thereby requiring any new electronic-cigarette establishments to obtain a Special Permit in the LR-M(1) Local Retail, LR-M(2) Local Retail or C-M Commercial zoning districts.

The applicant intends to occupy a vacant lease space within the shopping center, and no changes are proposed to the exterior of the building. He states their goal is to provide an alternative to traditional tobacco products by providing electronic-cigarettes and associated "e-liquid". They intend to operate during typical retail business hours (between 11:00 a.m. and 8:00 p.m.). The applicant has also stated their stores do not encourage a "lounge" environment, and seating is limited to testing areas only.

No written correspondence has been received regarding this request. No one spoke in favor or opposition to the request at the City Plan Commission public hearing.

PLAN COMMISSION RECOMMENDATION

The City Plan Commission, by a vote of 6-1 (Commissioner Maxwell opposed), recommends approval of the request as presented, subject to the attached special conditions.

ATTACHMENTS

Special Conditions	Oblique Aerial Looking South
CC Public Hearing Notice	Zoning Exhibit (Exhibit "B")
City Plan Commission Minutes 06-07-2016	Applicant's Statement
Staff Report	Site Photos
Zoning Map	Notice of Public Hearing
Aerial Map	Notification List

ZF 16-15 Special Conditions

1. An electronic-cigarette establishment shall be allowed and shall be limited to the area shown on the attached concept plan, marked as Exhibit "B" and made a part thereof.
2. The electronic-cigarette establishment shall be allowed to operate between the hours of 11:00 a.m. and 8:00 p.m.



Attn. Lynda Black
Publication for Dallas Morning News – Legals
Submitted on: June 7, 2016
Submitted by: City Secretary, City of Richardson

Please publish as listed below or in attachment and provide a publication affidavit to:

City Secretary's Office
P.O. Box 830309
Richardson, TX 75083-0309

FOR PUBLICATION ON: June 10, 2016

**City of Richardson
Public Hearing Notice**

The Richardson City Council will conduct a public hearing at 7:00p.m. on Monday, June 27, 2016, in the Council Chambers, Richardson Civic Center/City Hall, 411 W. Arapaho Road, to consider the following requests.

ZF 16-12

A request by Ray Morgan and Heather Harris Morgan, representing Play Date Co., for approval of a Special Permit for a commercial amusement center (indoor children's play space) to be located at 2701 Custer Parkway (northwest corner of Custer Parkway and Lookout Drive). The property is currently zoned PD Planned Development.

ZF 16-15

A request by Brandon Parrish, representing Metro Vapes, LLC, for approval of a Special Permit for an electronic-cigarette establishment to be located at 3601 N. Jupiter Road (southwest corner of President George Bush Highway and Jupiter Road). The property is currently zoned LR-M(2) Local Retail.

If you wish your opinion to be part of the record but are unable to attend, send a written reply prior to the hearing date to City Council, City of Richardson, P.O. Box 830309, Richardson, Texas 75083.

The City of Richardson
/s/ Aimee Nemer, City Secretary

**EXCERPT
CITY OF RICHARDSON
CITY PLAN COMMISSION MINUTES –JUNE 7, 2016**

PUBLIC HEARING

Zoning File 16-15 – Metro Vapors: Consider and take necessary action on a request for approval of a Special Permit for an electronic-cigarette establishment to be located at 3601 N. Jupiter Road at the southwest corner of Jupiter Road and President George Bush Highway. The property is currently zoned LR-M(2) Local Retail.

Mr. Shacklett stated the applicant was requesting a Special Permit for an electronic cigarette store in a 10,000 square foot retail center with gasoline sales located at the southwest corner of Jupiter Road and President George Bush Turnpike (PGBT). He added the proposed business would be located in a 1,500 square space along the north side of the building with frontage facing PGBT.

Mr. Shacklett noted that in 2013 electronic cigarettes were defined in the Comprehensive Zoning Ordinance (CZO) as “*Electronic-cigarette establishment means a business establishment that is dedicated primarily to the sale and/or on premise use of electronic-cigarettes*” and as such was allowed in Local Retail and Commercial zoning districts and moved into the Special Permit section.

Mr. Shacklett concluded his presentation by stating staff had not received any correspondence on the case and the store would be a retail establishment only and no lounge area would be provided.

With no questions for staff, Chairman Bright opened the public hearing.

Mr. Brandon Parrish, 204 San Jacinto Drive, Lavon, Texas 75160, said they currently have seven (7) establishments in the DFW area and was in business to create a place for smokers to have a healthy alternative to traditional cigarettes. In addition, all their stores were already in compliance with future Federal Drug Administration regulations going into effect in August 2016, and the other tenants in the strip center were in favor of the proposed business including the 7-Eleven who sells similar products.

Vice Chair Taylor asked for information on the hours of operation and Mr. Parrish replied the hours would be 11:00 a.m. to 7:00 p.m. Monday through Friday, 11:00 a.m. to 8:00 p.m. on Saturday and 12:00 p.m. to 6:00 p.m. on Sundays.

No further comments in favor or opposed were received and Chairman Bright closed the public hearing.

Motion: Vice Chair Taylor made a motion to recommend approval of Item 6 as presented; second by Commissioner Southard. Motion approved 6-1 with Commissioner Maxwell opposed.



Staff Report

TO: City Council
THROUGH: Michael Spicer, Director of Development Services **MS**
FROM: Sam Chavez, Assistant Director of Development Services-Planning **SC**
DATE: June 23, 2016
RE: **Zoning File 16-15:** Special Permit – Electronic-Cigarette Establishment

REQUEST:

Special Permit for an electronic-cigarette establishment to be located in a 1,600-square foot lease space within an existing 10,162-square foot building located at the southwest corner of President George Bush Highway and Jupiter Road. (See applicant's statement for further explanation)

APPLICANT / PROPERTY OWNER:

Brandon Parrish – Metro Vapors, LLC / Michael B. Ablon – City Line Corner LLC.

EXISTING DEVELOPMENT:

The 1.7-acre site consists of a 10,162-square foot retail building, containing restaurant and retail uses along with a convenience store with gasoline sales.

ADJACENT ROADWAYS:

President George Bush Turnpike: Freeway/Turnpike; 86,000 vehicles per day on all lanes, eastbound and westbound, east of Central Expy (2015).

Jupiter Road: Six-lane, divided arterial; 29,700 vehicles per day on all lanes, northbound and southbound, south of Renner Road (January 2015).

SURROUNDING LAND USE AND ZONING:

North: City of Plano
South: Retail/Commercial; LR-M(1) Local Retail
East: Office; C-M Commercial
West: Vacant & Retail/Commercial; LR-M(2) Local Retail

FUTURE LAND USE PLAN:

Neighborhood Mixed-Use

Mixed or multiple land uses occurring within a single development. These districts are typically built around small, pedestrian friendly blocks and common open space. Uses include residential, retail, personal services, and neighborhood-scale offices.

Future Land Uses of Surrounding Area:

North: City of Plano; Research/Technology Center

South: Neighborhood Mixed-Use

East: Regional Employment

West: Neighborhood Mixed-Use

EXISTING ZONING:

LR-M(2) Local Retail (Ordinance Number 3052-A), with a special permit for a convenience store with fuel pumps (Ordinance Number 3898).

TRAFFIC/ INFRASTRUCTURE IMPACTS:

The request will not have any significant impacts on the surrounding roadway system or the existing utilities in the area.

STAFF COMMENTS:

Background:

The site was initially developed in 1996 with a 5,328-square foot convenience store and gas canopy. Between 2001 and 2003, building additions were constructed on either side of the convenience store. In 2013, the center underwent site and building modifications to accommodate a 7-Eleven convenience store with fuel pumps.

Request:

The applicant is requesting a Special Permit for an electronic-cigarette establishment. In November 2013, the Comprehensive Zoning Ordinance (CZO) was amended to include the following definitions:

“Electronic-cigarette means a battery power product that uses an atomizer or similar device that allow users to inhale nicotine vapor or other vapor without fire, smoke, ash or carbon monoxide.”

“Electronic-cigarette establishment means a business establishment that is dedicated primarily to the sale and/or on premise use of electronic-cigarettes”.

Prior to November 2013, the use was allowed as a retail use. As part of the CZO amendment, the use was added to the Special Permits section of the Ordinance, thereby requiring any new electronic-cigarette establishment to obtain a Special Permit in the LR-M(1) Local Retail, LR-M(2) Local Retail or C-M Commercial zoning district. At the time the CZO amendment was approved, there were nine (9) electronic-cigarette establishments in the City of Richardson. There are currently five (5) locations still in operation as of May 2016. Also, since the adoption of the CZO amendments, no requests for new electronic-cigarette establishments have been approved.

The applicant intends to occupy a vacant lease space within the shopping center, and no changes are proposed to the exterior of the building. He states their goal is to provide an alternative to traditional tobacco products by providing electronic-cigarettes and associated “e-liquid”. They

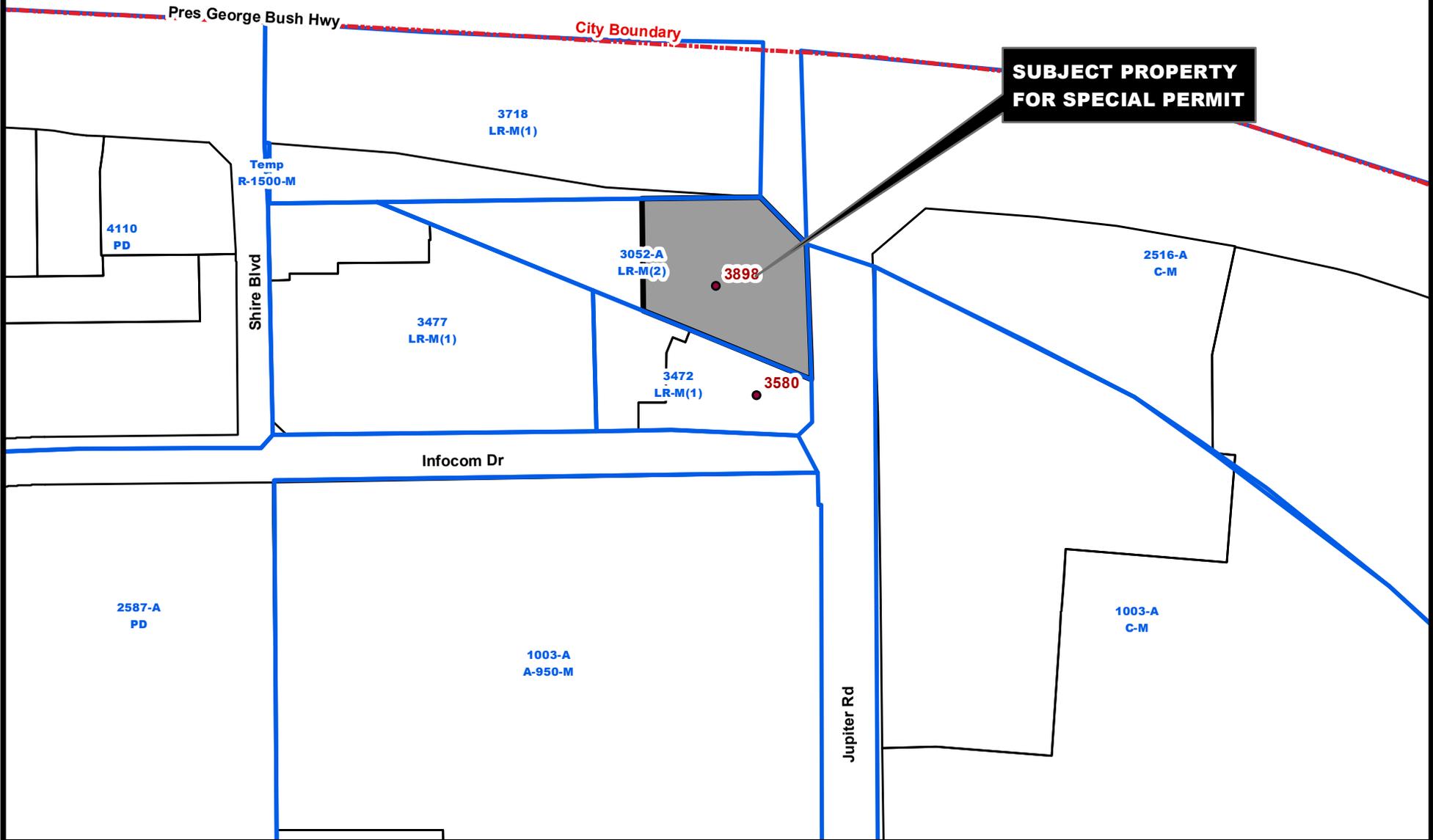
intend to operate during typical retail business hours (between 11:00 a.m. and 8:00 p.m.). The applicant has also stated their stores do not encourage a “lounge” environment, and seating is limited to testing areas only.

Correspondence: As of this date, no correspondence has been received.

Motion: On June 7, 2016, the City Plan Commission recommended approval of the applicant’s request on a vote of 6-1 (Commissioner Maxwell opposed), subject to the following conditions:

1. An electronic-cigarette establishment shall be allowed and shall be limited to the area shown on the attached concept plan, marked as Exhibit “B” and made a part thereof.
2. The electronic-cigarette establishment shall be allowed to operate between the hours of 11:00 a.m. and 8:00 p.m.

ZF 16-15



ZF 16-15 Zoning Map

Updated By: shacklett, Update Date: May 16, 2016
File: DSI\Mapping\Cases\Z\2016\ZF1615\ZF1615 zoning.mxd

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





ZF 16-15

Pres George Bush Hwy

City Boundary

SUBJECT PROPERTY FOR SPECIAL PERMIT

Shire Blvd

Infocom Dr

Jupiter Rd

ZF 16-15 Aerial Map

Updated By: shacklett, Update Date: May 16, 2016
File: DSI\Mapping\Cases\Z\2016\ZF1615\ZF1615 ortho.mxd

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



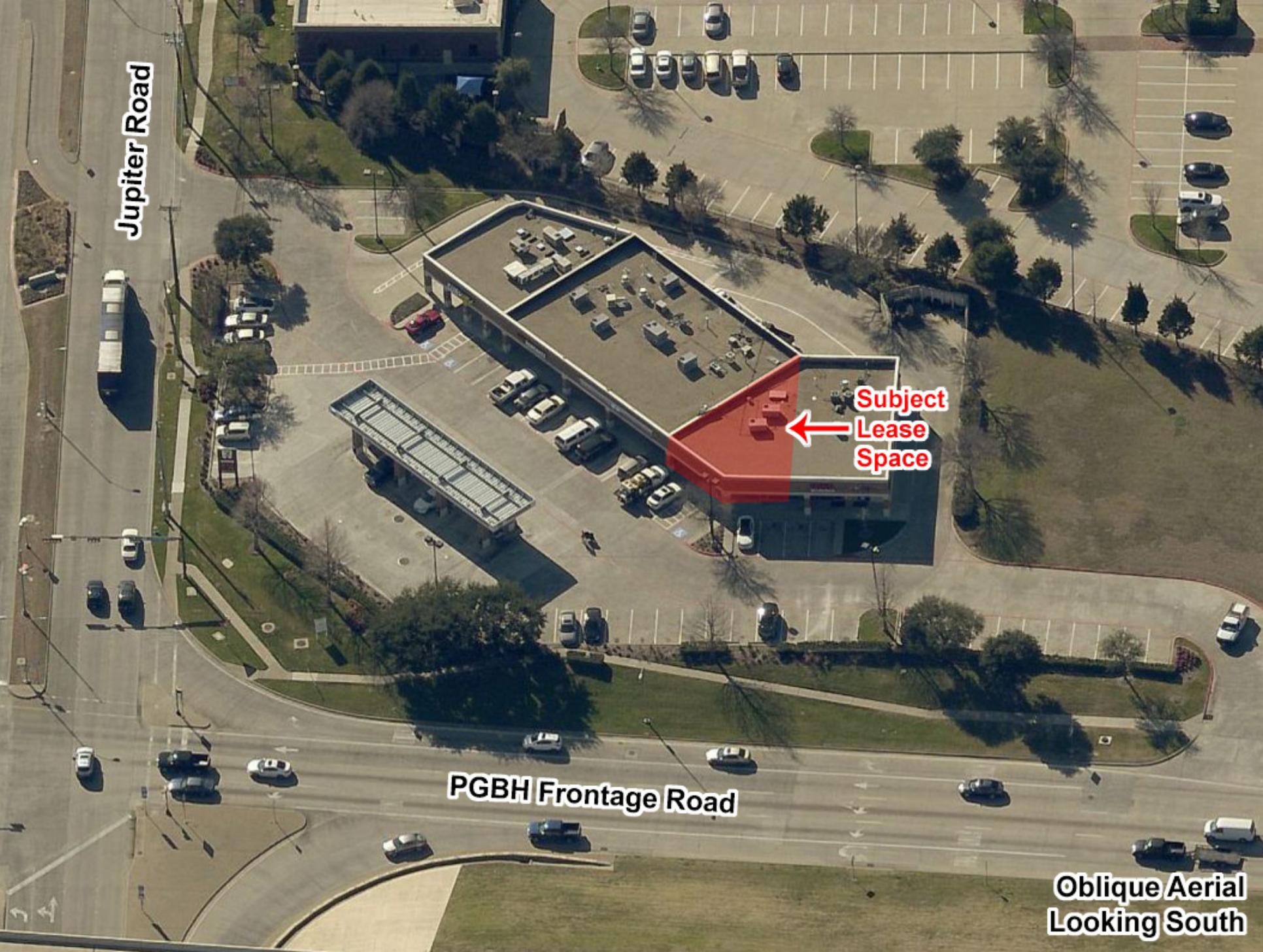
Jupiter Road

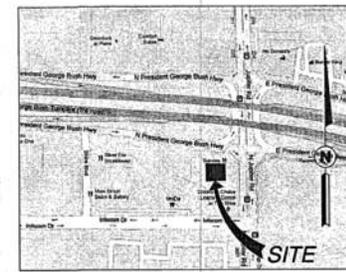
PGBH Frontage Road

Subject
Lease
Space

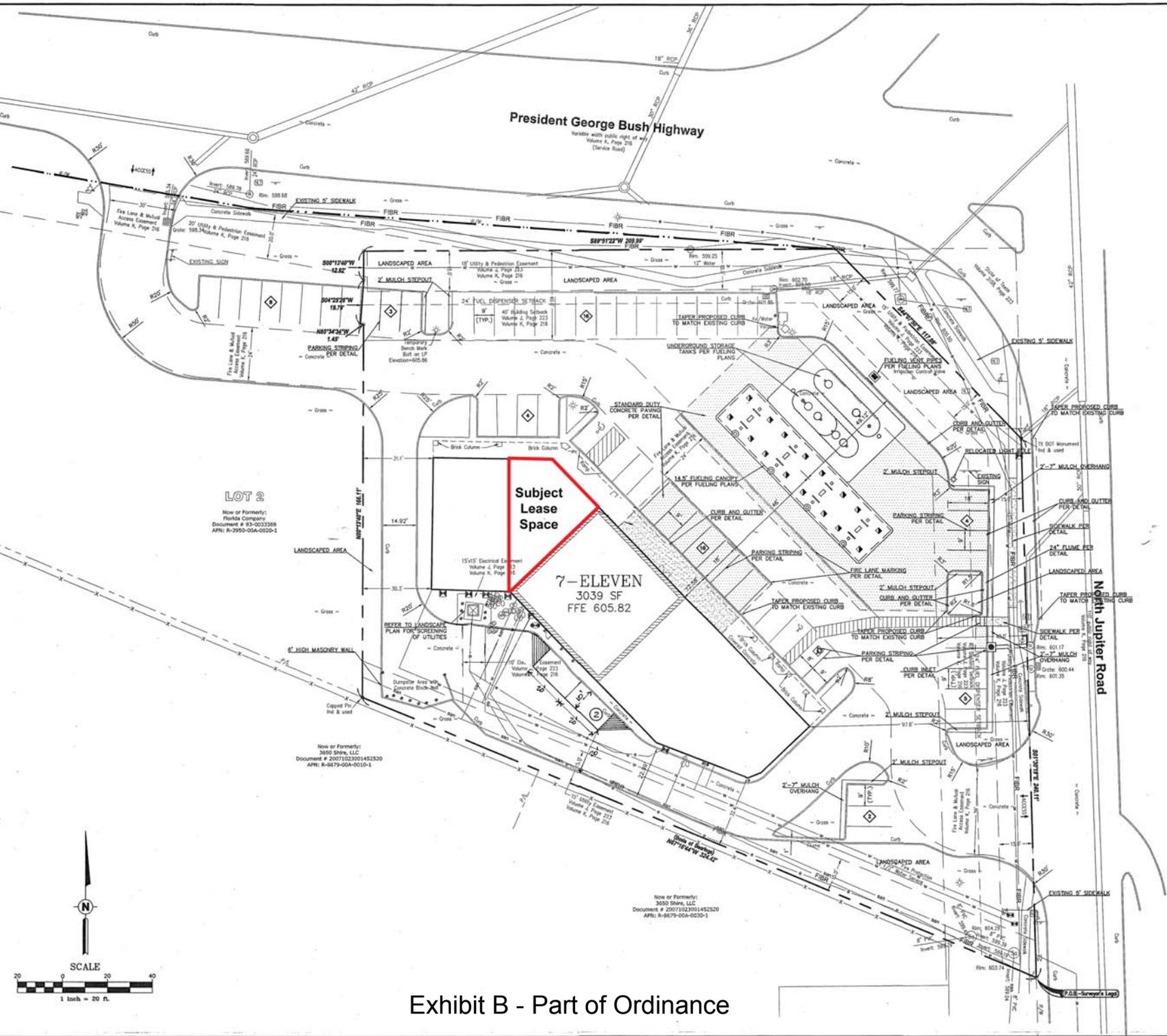


Oblique Aerial
Looking South





VICINITY MAP
NO SCALE



- PROPOSED**
- PROPERTY LINE
 - CURBING
 - CURB INLET
 - ◇ PARKING COUNT
 - ▨ SIDEWALK
 - ▨ STANDARD DUTY CONCRETE PAVING

- GENERAL SITE NOTES**
1. UNLESS OTHERWISE SHOWN, ALL CURB RISE SHALL BE 7" OR 12".
 2. ALL DIMENSIONS ARE TO THE FACE OF CURB UNLESS OTHERWISE NOTED.
 3. ALL CURBING SHALL BE TYPE B PER DETAIL. TYPE B CURB, UNLESS OTHERWISE NOTED.
 4. ALL WORK AND MATERIALS SHALL COMPLY WITH ALL LOCAL REGULATIONS AND O.S.H.A. STANDARDS.
 5. CONTRACTOR SHALL REFER TO ARCHITECT PLANS FOR EXACT BUILDING LOCATION AND DIMENSIONS AND UTILITY ENTRANCE LOCATIONS.
 6. CONTRACTOR SHALL REFER TO SPECIFICATIONS AND GEOTECHNICAL REPORT DETAILS FOR PAVING DESIGN AND PROPER MATERIALS.
 7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING THE SITE UNTIL WORK IS ACCEPTED BY THE OWNER.
 8. ALL SIGNS SHALL BE PER MUTCD.
 9. CONTRACTOR IS RESPONSIBLE FOR PROVIDING AND MAINTAINING ADEQUATE TRAFFIC CONTROL THROUGHOUT THE PROJECT, INCLUDING PROPER TRAFFIC CONTROL DEVICES AND/OR PERSONNEL AS REQUIRED. THIS INCLUDES BOTH VEHICULAR AND PEDESTRIAN TRAFFIC CONTROL. TRAFFIC CONTROL SHALL BE IN ACCORDANCE WITH M.U.T.C.D.
 10. NOTE: CONTRACTOR TO VERIFY LOCATION OF EXISTING UTILITIES.

PROJECT SUMMARY	
ADDRESS	3601 N. JUPITER RD
ZONING	LR-M (2) / ORD. 3092-A WITH SPL PERMIT FOR M.V. SVC ST. (ORD. 3898)
LOT AREA	1.688 AC 73,529 SF
SETBACKS	47' ALONG JUPITER RD & P.O.B.T.
BUILDING AREA	7-ELEVEN (RETAIL) 3,039 SF
	RESTAURANT 3,755 SF
	RETAIL (OTHER) 5,377 SF
	TOTAL 16,171 SF
FLOOR-TO-AREA RATIO	MAX. ALLOWED 0.51
	PROVIDED 0.141
BUILDING HEIGHT	1-STORY @ 17'-4"
PARKING RATIO	RETAIL 1:333 (24 SPACES)
	RESTAURANT 1:1000 (24 SPACES)
PARKING SPACES (TOTAL SITE)	REQUIRED 57
	PROVIDED 57
5'-SPACE VARIANCE GRANTED BY CITY COUNCIL 10.23.14	
LANDSCAPE COVERAGE	REQUIRED 7% (5,147 SF)
	PROVIDED 23% (16,607 SF)

7-ELEVEN
1722 ROUTH ST., SUITE 1000
DALLAS, TX 75201
PH. (972) 828-8997

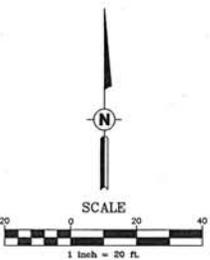


Exhibit B - Part of Ordinance

Application Statement

To whom it may concern,

Metro Vapors, LLC respectfully submits this application to lease the space located at 3601 N. Jupiter Rd for the purposes of opening our 8th retail location in the Dallas area.

Metro Vapors is an upscale retail store focusing on helping our local and global community quit using traditional tobacco products by introducing them to electronic nicotine delivery systems and e-liquid. Our operational hours are Monday through Saturday from 11AM to 8PM and Sundays from 12 (noon) to 6PM. We take great pride in both the exterior and interior presence of our stores and respect the community standards by limiting window advertising and maintaining professionally crafted signage that simply displays our company name, and no other advertising. Our interiors are purpose built to limit loitering. Seating is limited to our testing & education centers only. We do not advertise or encourage a "lounge" environment, we are strictly a general retail center and will remain that way. We also comply with all local and Federal laws governing the sale of electronic cigarettes and e-liquid to minors.

We take great care in selecting each of our retail locations and are very excited to have a presence in the City of Richardson. We've spent quite a lot of time researching this location. It's not close to any schools or churches and has a great blend of other retail shops. We've introduced ourselves to the other tenants in the area, and believe that we'd be a great addition to the area. This location is next door to a 7-Eleven that is already engaging in the sale of electronic cigarettes. We've spoken to them and agree that our products differ enough to be a good compliment to one another as opposed to hindering each other's success.

We look forward to bringing the Metro Vapors name to the City of Richardson.



(1)

Subject Lease Space



FIRE LANE NO PARK

Looking Southeast
toward Jupiter Road

(2)



Looking West
along PGBH

(3)



Notice of Public Hearing

City Plan Commission • Richardson, Texas

An application has been received by the City of Richardson for a:

SPECIAL PERMIT

File No./Name: ZF 16-15 / Metro Vapors LLC
Property Owner: Michael B. Ablon / City Line Corner LLC
Applicant: Brandon Parrish / Metro Vapors, LLC
Location: 3601 N. Jupiter Road (See map on reverse side)
Current Zoning: LR-M(2) Local Retail
Request: A request for approval of a Special Permit for an electronic-cigarette establishment.

The City Plan Commission will consider this request at a public hearing on:

TUESDAY, JUNE 7, 2016
7:00 p.m.
City Council Chambers
Richardson City Hall, 411 W. Arapaho Road
Richardson, Texas

This notice has been sent to all owners of real property within 200 feet of the request; as such ownership appears on the last approved city tax roll.

Process for Public Input: A maximum of 15 minutes will be allocated to the applicant and to those in favor of the request for purposes of addressing the City Plan Commission. A maximum of 15 minutes will also be allocated to those in opposition to the request. Time required to respond to questions by the City Plan Commission is excluded from each 15 minute period.

Persons who are unable to attend, but would like their views to be made a part of the public record, may send signed, written comments, referencing the file number above, prior to the date of the hearing to: Dept. of Development Services, PO Box 830309, Richardson, TX 75083.

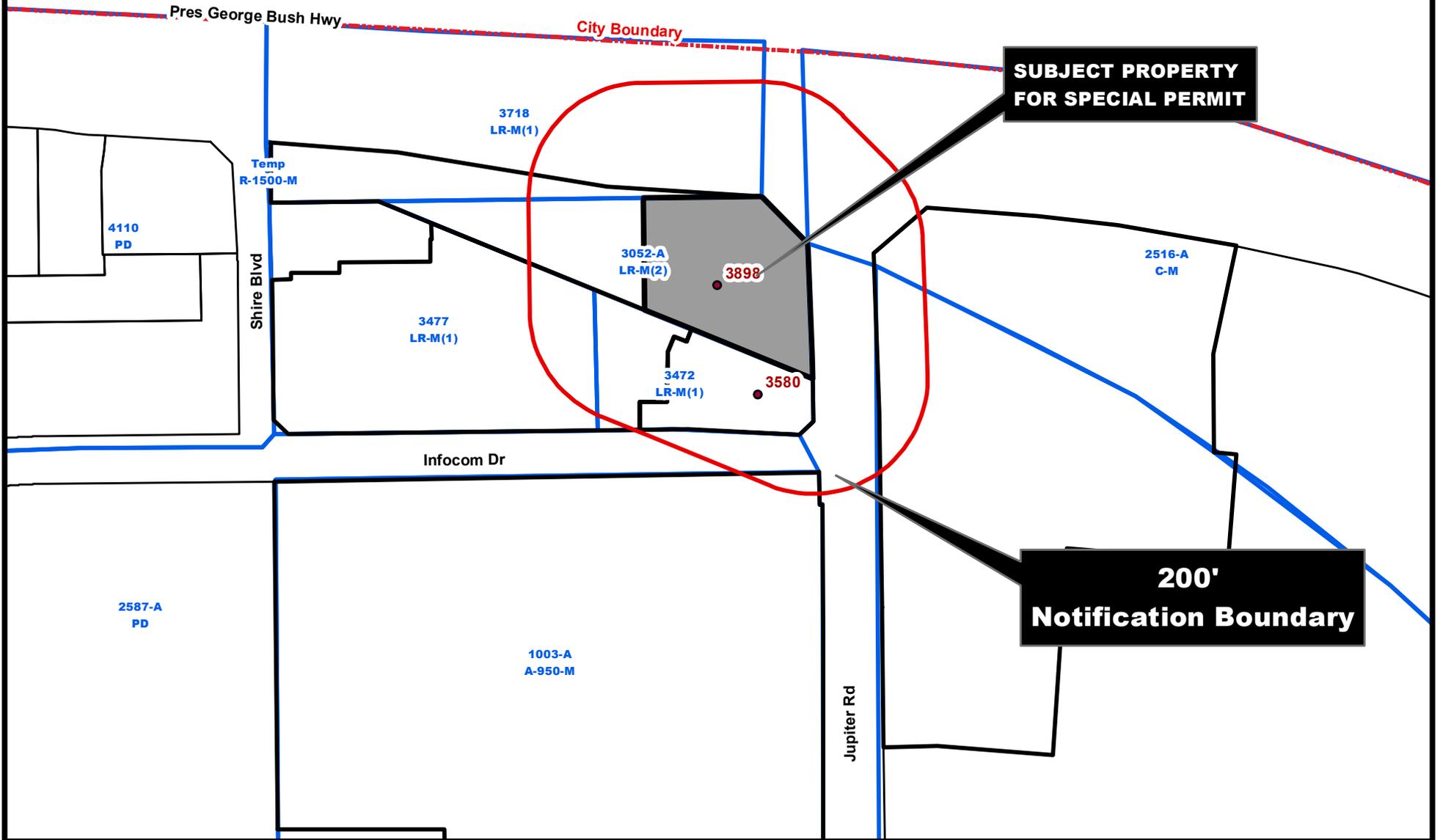
The City Plan Commission may recommend approval of the request as presented, recommend approval with additional conditions or recommend denial. Final approval of this application requires action by the City Council.

Agenda: The City Plan Commission agenda for this meeting will be posted on the City of Richardson website the Saturday before the public hearing. For a copy of the agenda, please go to: <http://www.cor.net/index.aspx?page=1331>.

For additional information, please contact the Dept. of Development Services at 972-744-4240 and reference Zoning File number ZF 16-15.

Date Posted and Mailed: 05/27/2016

ZF 16-15



ZF 16-15 Notification Map

Updated By: shacklett, Update Date: May 16, 2016
File: DS\Mapping\Cases\Z\2016\ZF1615\ZF1615 notification.mxd

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



**CITY LINE CORNER LLC
MICHAEL B ABLON
8222 DOUGLAS AVE STE 390
DALLAS, TX 75225-5934**

SHIRE AT CITYLINE II LTD THE
ATTN: STACY O STANDRIDGE
3008 E HEBRON PKWY BLDG 300
CARROLLTON, TX 75010-4470

SHIRE AT CITYLINE I LLC THE
3008 E HEBRON PKWY BLDG 300
CARROLLTON, TX 75010-4470

SPRING POINTE SPE-1 LLC & ETAL
COTTONWOOD SPRING POINTE H LLC
6340 S 3000 E STE 500
SALT LAKE CITY, UT 84121-3550

CISCO SYSTEMS SALES & SERVICE
170 W TASMAN DR
SAN JOSE, CA 95134-1700

CCI RICHARDSON II LP
800 BRAZOS ST STE 600
AUSTIN, TX 78701-2770

CITY OF PLANO - PLANNING DEPT
1520 K AVENUE
PLANO, TX 75074

**BRANDON PARRISH
METRO VAPORS LLC
5736 HWY 78 STE A
SACHE, TX 75048**

ZF 16-15

ORDINANCE NO. 4171

AN ORDINANCE OF THE CITY OF RICHARDSON, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND ZONING MAP OF THE CITY OF RICHARDSON, AS HERETOFORE AMENDED, TO GRANT A CHANGE IN ZONING TO GRANT A SPECIAL PERMIT FOR A RESTAURANT WITH DRIVE-THROUGH SERVICE ON A 1.83-ACRE TRACT OF LAND ZONED LR-M(2) LOCAL RETAIL LOCATED AT THE SOUTHEAST CORNER OF PLANO ROAD AND RENNER ROAD, RICHARDSON, TEXAS, AND BEING FURTHER DESCRIBED IN EXHIBIT “A”; **PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE. (ZONING FILE 16-11).**

WHEREAS, the City Plan Commission of the City of Richardson and the governing body of the City of Richardson, in compliance with the laws of the State of Texas and the ordinances of the City of Richardson, have given requisite notice by publication and otherwise, and after holding due hearings and affording a full and fair hearing to all property owners generally and to all persons interested and situated in the affected area and in the vicinity thereof, the governing body, in the exercise of the legislative discretion, has concluded that the Comprehensive Zoning Ordinance and Zoning Map should be amended; **NOW THEREFORE,**

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

SECTION 1. That the Comprehensive Zoning Ordinance and Zoning Map of the City of Richardson, Texas, duly passed by the governing body of the City of Richardson on the 5th day of June, 1956, as heretofore amended, be, to grant a change in zoning to grant a Special Permit for a restaurant with drive-through service on a 1.83-acre tract of land zoned LR-M(2) Local Retail located at the southeast corner of Plano Road and Renner Road, Richardson, Texas, and being more particularly described in Exhibit “A” attached hereto and made a part hereof for all purposes.

SECTION 2. That the Special Permit for a restaurant with drive-through service is hereby conditionally granted subject to the following special conditions:

1. A restaurant with drive-through service shall be allowed as defined in the Comprehensive Zoning Ordinance and limited to the area shown on the concept plan attached as Exhibit “B” (“Concept Plan”) and made a part thereof.

2. The restaurant with drive-through service shall be constructed in substantial conformance with the attached Concept Plan and the building elevations attached as Exhibit "C".
3. Foundation plantings shall not be required.

SECTION 3. That the above-described tract of land shall be used in the manner and for the purpose provided for by the Comprehensive Zoning Ordinance of the City of Richardson, Texas, as heretofore amended, and subject to the aforementioned special conditions.

SECTION 4. That all provisions of the ordinances of the City of Richardson in conflict with the provisions of this Ordinance be, and the same are hereby, repealed, and all other provisions of the ordinances of the City of Richardson not in conflict with the provisions of this Ordinance shall remain in full force and effect.

SECTION 5. That should any sentence, paragraph, subdivision, clause, phrase or section of this Ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this Ordinance as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Comprehensive Zoning Ordinance as a whole.

SECTION 6. That an offense committed before the effective date of this Ordinance is governed by prior law and the provisions of the Comprehensive Zoning Ordinance, as amended, in effect when the offense was committed and the former law is continued in effect for this purpose.

SECTION 7. That any person, firm or corporation violating any of the provisions or terms of this Ordinance shall be subject to the same penalty as provided for in the Comprehensive Zoning Ordinance of the City of Richardson, as heretofore amended, and upon conviction shall be punished by a fine not to exceed the sum of Two Thousand Dollars

(\$2,000.00) for each offense; and each and every day such violation shall continue shall be deemed to constitute a separate offense.

SECTION 8. That this Ordinance shall take effect immediately from and after its passage and the publication of the caption, as the law and charter in such case provide.

DULY PASSED by the City Council of the City of Richardson, Texas, on the 27th day of June, 2016.

APPROVED:

MAYOR

APPROVED AS TO FORM:

CORRECTLY ENROLLED:

CITY ATTORNEY
(PGS:6-16-16:TM 77405)

CITY SECRETARY

EXHIBIT "A"
LEGAL DESCRIPTION
ZF 16-11

BEING 1.8288 ACRE TRACT OF LAND SITUATED IN THE THOMAS VANCE SURVEY ABSTRACT NO. 940 IN THE CITY OF RICHARDSON, COLLIN COUNTY, TEXAS, SAID 1.8288 ACRE TRACT BEING ALL OF LOT 1, BLOCK A OF PENTAD ADDITION, AN ADDITION TO THE CITY OF RICHARDSON, COLLIN COUNTY, TEXAS ACCORDING TO THE PLAT THEREOF RECORDED IN CABINET "G", SLIDE 267 OF THE PLAT RECORDS OF COLLIN COUNTY, TEXAS AND BEING ALL OF LOT 2B, BLOCK A OF PENTAD ADDITION, AN ADDITION TO THE CITY OF RICHARDSON, COLLIN COUNTY, TEXAS ACCORDING TO THE PLAT THEREOF RECORDED IN CABINET "L", SLIDE 233 OF THE PLAT RECORDS OF COLLIN COUNTY, TEXAS AND SAID 1.8288 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 5/8" IRON ROD SET FOR CORNER AT THE NORTH END OF A CORNER CLIP AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF RENNER ROAD (VARIABLE RIGHT-OF-WAY) AND THE EAST RIGHT-OF-WAY LINE OF NORTH PLANO ROAD (VARIABLE WIDTH RIGHT-OF-WAY);

THENCE NORTH 89° 34' 41" EAST AND FOLLOWING ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID RENNER ROAD AND ALONG THE NORTH LINE OF SAID LOT 1 FOR A DISTANCE OF 174.98 FEET TO A 5/8" IRON ROD SET FOR CORNER, SAID POINT BEING THE NORTHEAST CORNER OF SAID LOT 1 AND THE NORTHWEST CORNER OF LOT 3A, BLOCK A OF PENTAD ADDITION, AN ADDITION TO THE CITY OF RICHARDSON, COLLIN COUNTY, TEXAS ACCORDING TO THE PLAT THEREOF RECORDED IN CABINET "K", SLIDE 291 OF THE MAP RECORDS OF COLLIN COUNTY, TEXAS;

THENCE SOUTH 00° 00' 25" EAST AND DEPARTING THE SOUTH RIGHT-OF-WAY LINE OF SAID RENNER ROAD AND ALONG THE EAST LINE OF SAID LOT 1 AND THE COMMON WEST LINE OF SAID LOT 3A AND PASSING AT A DISTANCE OF 200.01 FEET THE COMMON CORNER OF SAID LOTS 1 AND 2B AND CONTINUING ALONG THE WEST LINE OF SAID LOT 3A AND THE EAST LINE OF SAID LOT 2B FOR A TOTAL DISTANCE OF 400.06 FEET TO A "X" FOUND FOR CORNER, SAID POINT BEING THE SOUTHEAST CORNER OF SAID LOT 2B AND THE SOUTHWEST CORNER OF SAID LOT 3A, SAID POINT BEING IN THE NORTH LINE OF A 15' ALLEY;

THENCE SOUTH 89° 41' 01" WEST AND FOLLOWING ALONG THE NORTH LINE OF A SAID 15' ALLEY AND THE SOUTH LINE OF SAID LOT 2B AND ALONG THE NORTH LINE OF LOTS 1B AND 1A IN BLOCK C OF FOXBORO ADDITION - SECTION FOUR REVISED, AN ADDITION TO THE CITY OF RICHARDSON, COLLIN COUNTY, TEXAS ACCORDING TO THE PLAT THEREOF RECORDED IN CABINET "C", SLIDE 344 OF THE PLAT RECORDS OF COLLIN COUNTY, TEXAS FOR A DISTANCE OF 200.02 FEET TO A 5/8" IRON ROD SET FOR CORNER, SAID POINT BEING IN THE EAST RIGHT-OF-WAY LINE OF AFORESAID NORTH PLANO ROAD AND BEING THE SOUTHWEST CORNER OF SAID LOT 2B AND THE NORTHWEST CORNER OF SAID LOT 1A;

THENCE NORTH 00° 00' 02" WEST AND FOLLOWING ALONG THE EAST RIGHT-OF-WAY LINE OF AFORESAID NORTH PLANO ROAD AND ALONG THE WEST LINE OF SAID LOT 2B AND PASSING AT A DISTANCE OF 199.69 FEET THE COMMON CORNER OF SAID LOT 2B AND AFORESAID LOT 1 AND CONTINUING ALONG THE EAST RIGHT-OF-WAY LINE OF AFORESAID NORTH PLANO ROAD AND THE WEST LINE OF AFORESAID LOT 1 FOR A TOTAL DISTANCE OF 374.70 FEET TO A 5/8" IRON ROD SET FOR CORNER, SAID POINT BEING THE SOUTHERLY END OF AFORESAID CORNER CLIP;

THENCE NORTH 44° 47' 19" EAST AND FOLLOWING ALONG SAID CORNER CLIP FOR A DISTANCE OF 35.49 FEET TO THE POINT OF BEGINNING, AND CONTAINING 1.8288 ACRES OF LAND, MORE OR LESS.

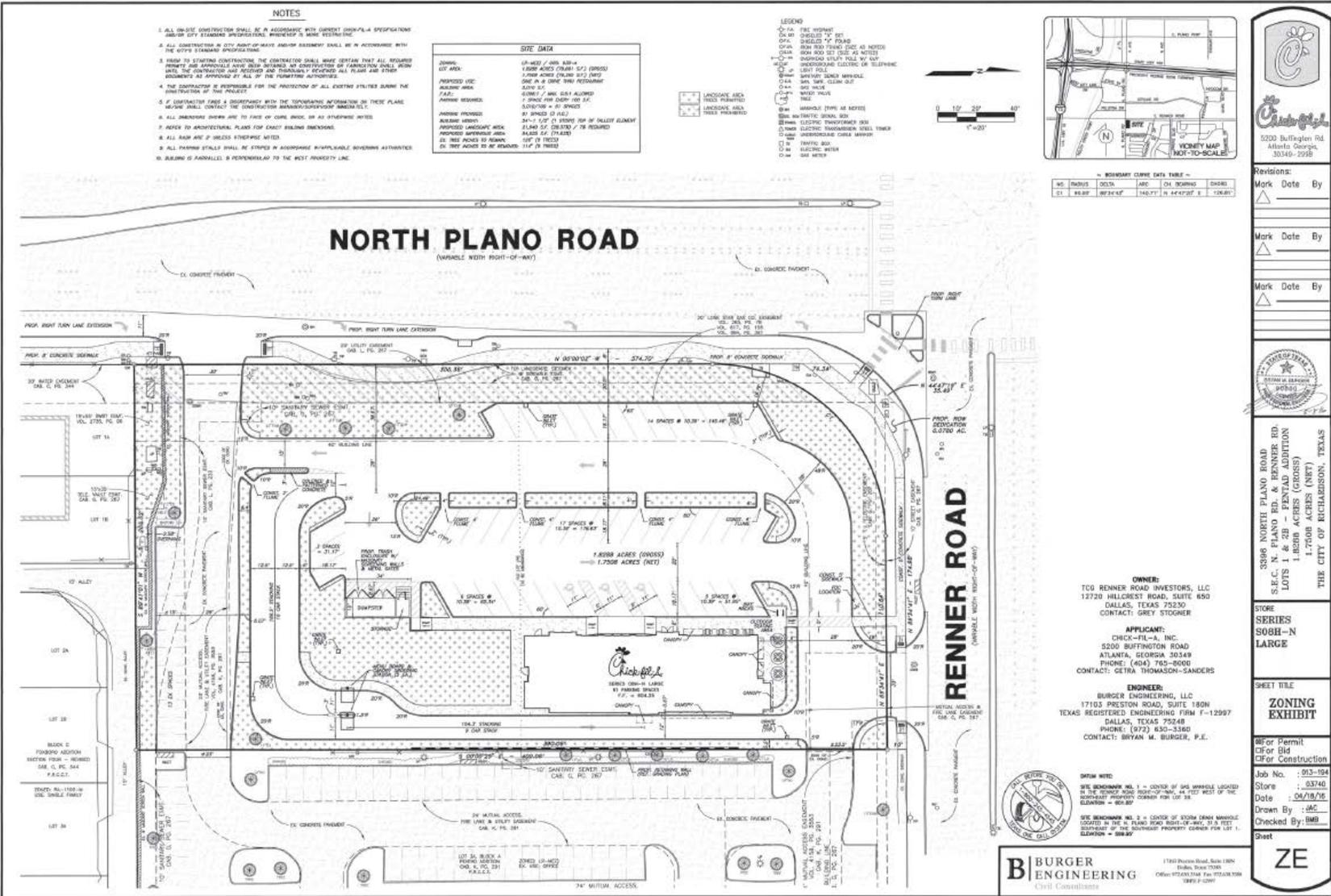
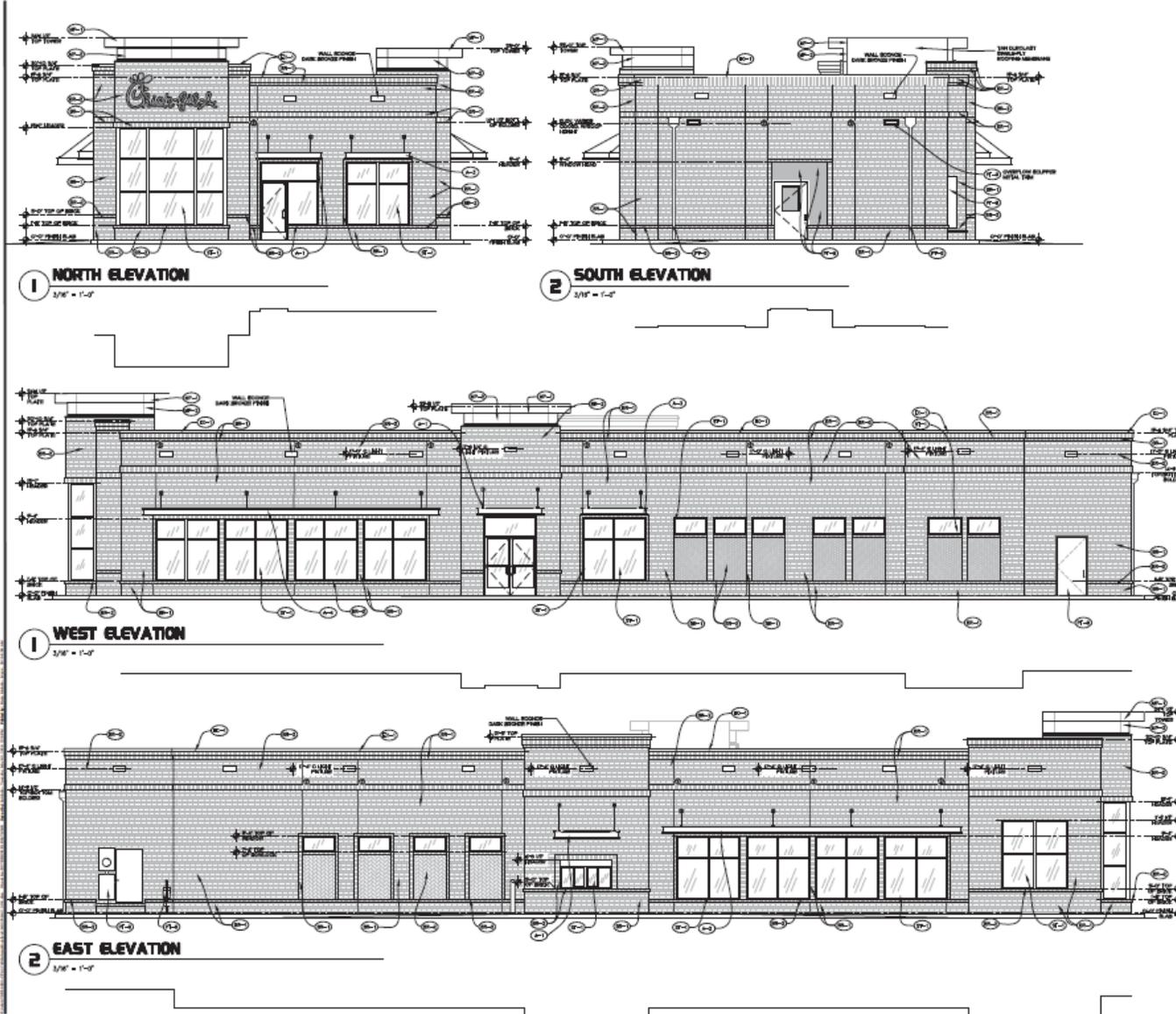


Exhibit B - Part of Ordinance



EXTERIOR FINISHES	
E-1	ALUMINUM CANOPY - COVERED COLOR - DARK BRONZE (BROWN) SIZE - 8'-4\"/>
E-2	ALUMINUM CANOPY - LOUVRED COLOR - DARK BRONZE (BROWN) SIZE - 14'-0\"/>
E-3	ALUMINUM CANOPY - LOUVRED COLOR - DARK BRONZE (BROWN) SIZE - 8'-4\"/>
E-4	ALUMINUM CANOPY - LOUVRED COLOR - DARK BRONZE (BROWN) SIZE - 14'-0\"/>
EB-1	BRICK #1 (MODULAR SET) ACME EQUIVALENT - CEMEXION (RED) MORTAR - HOLCIM, COLOR: DESIGNER TAN ALTERNATE MORTAR: EBEMENT, COLOR: M-10(TAN)
EB-2	BRICK #2 (MODULAR SET) ACME EQUIVALENT - MEXION BLIND 1 (BROG) MORTAR - HOLCIM, COLOR: DESIGNER TAN ALTERNATE MORTAR: EBEMENT, COLOR: M-10(TAN)
EC-1	PARAPET WALL COPING ENROCLAST EXCEPTIONAL: METALS - COLOR - DARK BRONZE (MATTE) (BROWN)
EP-1	ALUMINUM FACCA & SCFFS ENROCLAST EXCEPTIONAL: METALS - COLOR - DARK BRONZE (BROWN)
EP-2	ALUMINUM FACCA ENROCLAST EXCEPTIONAL: METALS - COLOR - SIERRA TAN (BROG)
EP-3	PAINT #1 GREEN WELIAGE - SHER-COYL HIGH PERFORMANCE ACRYLIC #86A-30 COLOR - DARK BRONZE (SMAGLOCE) (BROWN)
EP-4	PAINT #2 SHERMAN WELIAGE - SHER-COYL HIGH PERFORMANCE ACRYLIC #86A-30 COLOR - DARK BRONZE (MATTE) (BROWN)
EP-5	STONEFRONT TEX - YES 45 (YES 45 AT INTERIOR PLAY AREA LOCATIONS) COLOR - DARK BRONZE (MATTE) (BROWN)

NOTE: FINISHES FOR EXTERIOR WALLS ONLY
SUBJECT TO APPROVAL BY CONCRETE DIVISION

NORTH ELEVATION	
TOTAL	608.00' 0"
GLAZED	342.00' 0"
NETAL	266.00' 0"

SOUTH ELEVATION	
TOTAL	889.00' 0"
GLAZED	510.00' 0"
NETAL	379.00' 0"

WEST ELEVATION	
TOTAL	380.00' 0"
GLAZED	280.00' 0"
NETAL	100.00' 0"

EAST ELEVATION	
TOTAL	608.00' 0"
GLAZED	380.00' 0"
NETAL	228.00' 0"



Chapel

5200 Ruffington Rd.
Arlington, Georgia
30146-2905

Revisions:

Mark	Date	By
△		
△		
△		
△		



05-04-18



Moyle & Associates, Inc.
Architectural Firm & Construction Management

STORE
Ruffert & Pflanz Rds
FSJ
3088-N-50-L0

Ruffert Rd.
Richardson, TX 75082

SHEET TITLE
EXTERIOR
ELEVATIONS

VERSION: V8
ISSUE DATE: 12-2015

Job No. : 16003
State : 03740
Date : 06-04-16
Drawn By : BN
Checked By :

Sheet

A-23

Exhibit C - Part of Ordinance

RESOLUTION NO. 16-15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RICHARDSON, TEXAS, APPROVING THE TERMS AND CONDITIONS OF THE 2016 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM FUNDS SHARING AND FISCAL AGENCY AGREEMENT; AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Part E of Title 1 of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, and the Edward Byrne Memorial Justice Assistance Grant Program (the “JAG Program”) authorize the Department of Justice’s Bureau of Justice Assistance (the “BJA”) to make funds (the “JAG Funds”) available to units of local government in order to support a broad range of activities to prevent and control crime and to improve the criminal justice system; and

WHEREAS, Dallas County, the City of Richardson, and other cities located in Dallas County are eligible for 2016 JAG Program Funds and have been certified by the BJA as a disparate jurisdiction; and

WHEREAS, for the purposes of simplifying the application process, the JAG Program permits the chief executive officer of one of the eligible units of local government in the disparate jurisdiction to submit a joint application for JAG Funds on behalf of the other eligible units of local governments within that jurisdiction and to act as the fiscal agent for those local governments in administering the JAG Funds; and

WHEREAS, certified disparate jurisdictions must reach an agreement regarding the sharing of JAG Funds prior to submission of the JAG Program application; and

WHEREAS, the City Council of the City of Richardson agrees and acknowledges that as a certified disparate jurisdiction, the City of Richardson must reach an agreement with Dallas County and the other cities joining in the JAG application regarding the sharing of JAG Funds prior to submitting a JAG application to the BJA; and

WHEREAS, the City Council wishes to join with Dallas County and the other participating cities in naming the City of Dallas as fiscal agent to administer and distribute the JAG Funds and to designate a share of its JAG Funds for administrative costs to be paid to the City of Dallas, prior to submission of the joint application for JAG Funds to the BJA; and

WHEREAS, the City Council agrees to transfer seven percent (7%) of its allocation of JAG funds for costs associated with administering the JAG Funds to the City of Dallas pursuant to the Fiscal Agency Agreement (“the Agreement”) attached hereto as Exhibit “A” and incorporated herein by reference; and

WHEREAS, the City Council of the City of Richardson finds that the execution and performance of this Agreement is in the best interests of the City of Richardson, that the undertaking will benefit the public, and that the shares of the JAG Funds to the City of Richardson

and the other parties will fairly compensate the parties to the Agreement for their respective functions under the Agreement;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RICHARDSON, TEXAS:

SECTION 1. That the terms, provisions, and conditions of the 2016 Byrne Justice Assistance Grant (JAG) Program Funds Sharing and Fiscal Agency Agreement (GMS Application #2016-H3105-TX-DJ), a copy of which is attached hereto as Exhibit "A", be, and the same are hereby, approved.

SECTION 2. That the City Manager is hereby authorized to execute the appropriate documents for entering into said agreement for the purposes recited therein, and any further amendments necessary to the agreement on behalf of the City of Richardson, Texas.

SECTION 3. That this Resolution shall become effective immediately from and after its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Richardson, Texas, on this the 27th day of June 2016.

CITY OF RICHARDSON, TEXAS

MAYOR

ATTEST:

CITY SECRETARY

APPROVED AS TO FORM:

PETER G. SMITH, CITY ATTORNEY
(PGS:6-10-16:TM 77329)

EXHIBIT "A"
2016 Byrne Justice Assistance Grant (JAG)
Program Funds Sharing and Fiscal Agency Agreement
(to be attached)

**GMS Application # 2016-H3105-TX-DJ
2016 EDWARD BYRNE MEMORIAL
JUSTICE ASSISTANCE GRANT (JAG) PROGRAM
FUNDS SHARING AND FISCAL AGENCY AGREEMENT**

THIS AGREEMENT (the “Agreement”), is made and entered into by and between the following parties:

The County of Dallas, Texas (the “County”) located at County Administration Building, 2nd Floor, 411 Elm Street, Dallas, Texas 75202, political body recognized as a legal subdivision of the State of Texas pursuant to Article XI, Section 1 of the Texas Constitution; and

The City of Balch Springs, Texas (“Balch Springs”), located at City Hall, 13503 Alexander Road, Balch Springs, Texas 75181, a home rule municipality pursuant to Section 5, Article 11 of the Texas Constitution; and

The City of Carrollton, Texas (“Carrollton”), located at City Hall, 1945 East Jackson Road, Carrollton, Texas 75006, a home rule municipality pursuant to Section 5, Article 11 of the Texas Constitution; and

The City of Dallas, Texas (“Dallas”), located at City Hall, Room 7DN, 1500 Marilla Street, Dallas, Texas 75201, a home rule municipality pursuant to Section 5, Article 11 of the Texas Constitution; and

The City of DeSoto, Texas (“DeSoto”), located at City Hall, 211 East Pleasant Run Road, Suite A, DeSoto, Texas 75115, a home rule municipality pursuant to Section 5, Article 11 of the Texas Constitution;

The City of Duncanville, Texas (“Duncanville”), located at City Hall, 203 E. Wheatland Road, Duncanville, TX 75116, a home rule municipality pursuant to Section 5, Article 11 of the Texas Constitution; and

The City of Garland, Texas (“Garland”), located at City Hall, 200 North Fifth Street, 4th Floor, Garland, Texas 75040, a home rule municipality pursuant to Section 5, Article 11 of the Texas Constitution; and

The City of Grand Prairie, Texas (“Grand Prairie”), located at City Hall, 317 College Street, Grand Prairie, Texas 75050, a home rule municipality pursuant to Section 5, Article 11 of the Texas Constitution; and

The City of Irving, Texas (“Irving”), located at City Hall, 825 West Irving Boulevard, Irving, Texas 75060, a home rule municipality pursuant to Section 5, Article 11 of the Texas Constitution; and

The City of Lancaster, Texas (“Lancaster”), located at City Hall, 211 North Henry Street, Lancaster, Texas 75134, a home rule municipality pursuant to Section 5, Article 11 of the Texas Constitution; and

The City of Mesquite, Texas (“Mesquite”), located at City Hall, 757 North Galloway Avenue, Mesquite, Texas 75149, a home rule municipality pursuant to Section 5, Article 11 of the Texas Constitution; and

The City of Richardson, Texas (“Richardson”), located at City Hall, 411 West Arapaho, Richardson, Texas 75080, a home rule municipality pursuant to Section 5, Article 11 of the Texas Constitution.

The aforementioned Cities shall be referred to collectively in this Agreement as the “Cities.”

W I T N E S S E T H:

WHEREAS, Part E of Title 1 of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, and the Edward Byrne Memorial Justice Assistance Grant Program (the “JAG Program”) authorize the Department of Justice’s Bureau of Justice Assistance (the “BJA”) to make funds (the “JAG Funds”) available to units of local government in order to support a broad range of activities to prevent and control crime and to improve the criminal justice system; and

WHEREAS, the County and the Cities are eligible for 2016 JAG Program Funds and have been certified by the BJA as a disparate jurisdiction; and

WHEREAS, for the purposes of simplifying the application process, the JAG Program permits the chief executive officer of one of the eligible units of local government in the disparate jurisdiction to submit a joint application for JAG Funds on behalf of the other eligible units of local governments within that jurisdiction and to act as the fiscal agent for those local governments in administering the JAG Funds; and

WHEREAS, certified disparate jurisdictions must reach an agreement regarding the sharing of JAG Funds prior to submission of the JAG Program application; and

WHEREAS, the County and the Cities agree and acknowledge that as a certified disparate jurisdiction, they must reach an agreement regarding the sharing of JAG Funds prior to submitting a JAG application with the BJA; and

WHEREAS, the County and the Cities hereby agree to name a fiscal agent to administer and distribute the JAG Funds and to designate a share of each jurisdiction's JAG Funds for administrative costs to be paid to the fiscal agent named below, prior to submission of the joint application for JAG Funds to the BJA; and

WHEREAS, the County and the Cities wish to name Dallas as the fiscal agent to administer and distribute the JAG Funds pursuant to the JAG Program; and

WHEREAS, a unit of local government may transfer up to ten percent (10%) of its allocation of JAG Funds for costs associated with administering the JAG Funds to the fiscal agent; and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of the parties, that the undertaking will benefit the public, and that the share of the JAG Funds to each jurisdiction fairly compensates the parties for their respective functions under this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and obligations herein, the parties agree as follows:

SECTION 1. PURPOSE

This Agreement shall set forth the following: (A) the nature of the relationship between the County and the Cities and Dallas as fiscal agent for the County and the Cities; (B) the parties' reporting, legal, and audit obligations; (C) the amount of JAG Funds initially allocated by the BJA to the County and the Cities (the "Initial Allocations"); (D) the amount of the Initial Allocations of the JAG Funds to be transferred from the Cities to the County; (E) the allocation of JAG Funds for each jurisdiction *after* the transfer of a portion of the Initial Allocations of JAG Funds from the Cities to the County (the "Adjusted Allocations"); (F) the amount of the grant administration fees to be paid to Dallas as the fiscal agent for both the County and the Cities; (G) the allocation of JAG Funds for the County and the Cities *after* the grant administration fee has been deducted from the Adjusted Allocations (the "Final Allocations"); and (H) other rights and responsibilities of Dallas, the County, and the Cities with regard to Dallas' application for, administration of, and distribution of the JAG Funds on behalf of the County and the Cities.

SECTION 2. FISCAL AGENT

A. Dallas as Fiscal Agent. The County and the Cities do hereby agree that Dallas shall act as the fiscal agent for purposes of applying for, administering, and distributing the JAG Funds on behalf of both the County and the Cities. In consideration for Dallas acting as the

fiscal agent for purposes of the JAG Program, the County and the Cities, save Dallas, each agree to pay Dallas seven percent (7%) of their Adjusted Allocations for costs associated with administering the JAG Funds. Dallas shall allocate greater than seven percent (7%) of its Adjusted Allocation toward administration; provided, however, the total contribution of Adjusted Allocations toward grant administration, including Dallas' contribution, shall not exceed ten percent (10%) of the total allocation to the parties' disparate jurisdiction. Dallas further agrees to prioritize the expenditure of the grant administration fees to include the following activities: distributing the JAG Funds, monitoring the award, submitting reports to the BJA (including performance measures and program assessment data), and providing ongoing assistance to the County and the Cities as sub-recipients of the JAG Funds.

B. No Additional Funds. The County and the Cities agree that Dallas has no obligation to provide funds to the County and the Cities from any source other than the JAG Program and in any amount other than the Final Allocation of JAG Funds for each party as set forth in this Agreement regardless of whether the JAG Funds are sufficient to fully accomplish the priorities set forth in Section 2.A above. In the event a portion of the JAG grant administration fee remains upon completion of the project set forth in this Agreement, as determined by Dallas, Dallas may expend such funds on other eligible projects under the JAG Program at Dallas's sole discretion.

SECTION 3. REPORTING, LEGAL, AND AUDIT REQUIREMENTS

A. Reports.

(1) Quarterly Reports. The County and the Cities agree to provide Dallas with quarterly financial and programming reports no later than eighteen (18) days after the last day of the calendar quarter that demonstrate the appropriate use and management of the JAG Funds in conformance with the JAG Program and the BJA guidelines.

(2) Semi-Annual Reports. The County and the Cities agree to provide Dallas with semi-annual progress reports in conformance with the JAG Program and the BJA guidelines.

B. Legal Requirements. The County and the Cities agree to act in accordance with the Edward Byrne Memorial Justice Assistance Grant (JAG) Program Fiscal year (FY) 2016 Local Assistance Application, all Office of Justice Programs financial guidelines and the Mandatory Award Terms and Conditions, and all of the requirements of the JAG Program guidance, including but not limited to: Administrative Funds, Disparate Certification, Prohibited and Controlled Uses, Compliance with Applicable Federal Laws, Body-Worn Camera (BWA) purchases, Body Armor, DNA Testing of Evidentiary Materials and Upload of DNA Profiles to a Database, Interoperable Communications, Non-Supplanting of State and Local Funds; Civil Rights Compliance; Anti-Lobbying Act; Financial and Government Audit Requirements,

includes Single Audit Act Requirements; National Environmental Policy Act (NEPA); DOJ Information Technology Standards; Compliance with Office of Justice Programs Financial Guide; and Government Performance and Results Act (GPRA); Federal Funding Accountability and Transparency Act (FFATA) of 2006; and the Uniform Administrative Requirements, Cost Principles, and Audits Requirements of Federal Awards, particularly, those set out at 2 CFR 200.303 and 2 CFR 200.205.

No recipient or subrecipient under this award, including Cities and County, or any other entity that receives a contract or subcontract with funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

Cities and County shall comply with the award terms and conditions, and other legal requirements, including but not limited to Office of Management and Budget (OMB), Department of Justice (DOJ), or other federal regulations which will be included in the award and are incorporated by reference into the award and into this Agreement.

D. Audit Requirements. The County and the Cities shall maintain records to demonstrate proper expenditure of JAG Program Funds and Dallas, as fiscal agent, has the right to review and audit any and all of such financial and programming records. The County and the Cities shall retain all such records for a minimum of three (3) years following completion of this Agreement. The County and the Cities must require that any of its contractors, subcontractors, vendors, or partner agencies allow Dallas to review and audit their financial records pertaining to any contracts they may have with the County or the Cities utilizing JAG Funds.

SECTION 4. INITIAL ALLOCATIONS

For 2016, the BJA has determined the Initial Allocations of JAG Funds for the parties to this Agreement as follows:

THE COUNTY	\$0.00
BALCH SPRINGS	\$16,247.00
CARROLLTON	\$14,213.00
DALLAS	\$673,617.00
DESOTO	\$12,259.00

DUNCANVILLE	\$10,439.00
GARLAND	\$45,448.00
GRAND PRAIRIE	\$39,935.00
IRVING	\$41,460.00
LANCASTER	\$10,920.00
MESQUITE	\$34,153.00
<u>RICHARDSON</u>	<u>\$12,794.00</u>
TOTAL	\$911,485.00

SECTION 5. AMOUNT OF INITIAL ALLOCATIONS TO BE TRANSFERRED FROM THE CITIES TO THE COUNTY

The Cities shall transfer a portion of their Initial Allocations of JAG Funds to the County pursuant to this Agreement as follows:

THE COUNTY	\$0.00
BALCH SPRINGS	\$4,874.10
CARROLLTON	\$4,263.90
DALLAS	\$202,085.10
DESOTO	\$3,677.70
DUNCANVILLE	\$3,131.70
GARLAND	\$13,634.40
GRAND PRAIRIE	\$11,980.50
IRVING	\$12,438.00
LANCASTER	\$3,276.00

MESQUITE	\$10,245.90
<u>RICHARDSON</u>	<u>\$3,838.20</u>
TOTAL	\$273,445.50

SECTION 6. ADJUSTED ALLOCATIONS

After the transfer of a portion of the Cities' Initial Allocations of JAG Funds to the County, the County and the Cities' Adjusted Allocations of JAG Funds are as follows:

THE COUNTY	\$273,445.50
BALCH SPRINGS	\$11,372.90
CARROLLTON	\$9,949.10
DALLAS	\$471,531.90
DESOTO	\$8,581.30
DUNCANVILLE	\$7,307.30
GARLAND	\$31,813.60
GRAND PRAIRIE	\$27,954.50
IRVING	\$29,022.00
LANCASTER	\$7,644.00
MESQUITE	\$23,907.10
<u>RICHARDSON</u>	<u>\$8,955.80</u>
TOTAL	\$911,485.00

SECTION 7. FISCAL AGENT GRANT ADMINISTRATION FEES

The County and the Cities other than Dallas agree to transfer grant administration fees equal to seven percent (7%) of each party's Adjusted Allocation of JAG Funds to Dallas, as fiscal agent for the County and the Cities and Dallas shall allocate greater than seven percent (7%) of its Adjusted Allocation toward administration as shown below. The total contribution of Adjusted Allocations toward grant administration, including Dallas' contribution, does not exceed ten percent (10%) of the total allocation to the parties' disparate jurisdiction

THE COUNTY	\$19,141.19
BALCH SPRINGS	\$796.10
CARROLLTON	\$696.44
DALLAS	\$60,351.77
DESOTO	\$600.69
DUNCANVILLE	\$511.51
GARLAND	\$2,226.95
GRAND PRAIRIE	\$1,956.82
IRVING	\$2,031.54
LANCASTER	\$535.08
MESQUITE	\$1,673.50
<u>RICHARDSON</u>	<u>\$626.91</u>
TOTAL	\$91,148.50

SECTION 8. FINAL ALLOCATIONS

The Final Allocations of JAG Funds are the Initial Allocations (1) less the transfer of a portion of the Cities' Initial Allocations of JAG Funds to the County, which are the Adjusted Allocations and (2) less the transfer of the grant administration fees of the Adjusted Allocations to Dallas. Each jurisdiction shall include in its JAG Program application the following Final Allocations of JAG Funds:

THE COUNTY	\$254,304.31
BALCH SPRINGS	\$10,576.80
CARROLLTON	\$9,252.66
DALLAS	\$502,328.63
DESOTO	\$7,980.61
DUNCANVILLE	\$6,795.79
GARLAND	\$29,586.65
GRAND PRAIRIE	\$25,997.68
IRVING	\$26,990.46
LANCASTER	\$7,108.92
MESQUITE	\$22,233.60
<u>RICHARDSON</u>	<u>\$8,328.89</u>
TOTAL	\$911,485.00

SECTION 9. APPLICATION OF COUNTY FUNDS

The County agrees to prioritize the expenditure of its Final Allocation of Two Hundred Fifty-Four Thousand Three Hundred and Four Dollars and Thirty-One Cents (\$254,304.31) to continue the development and implementation of improvements to the criminal justice system. The Cities agree that the County has no obligation to provide any additional funds under this Agreement, even if the 2016 JAG Funds are insufficient to fully develop or implement the County’s chosen improvements to the criminal justice system. In the event any JAG Funds remain upon completion of the development and implementation of improvements to the criminal justice, the County may expend such funds on other eligible projects under the grant at the County’s discretion, subject to the approval of the BJA, as required under the JAG Program.

SECTION 10. TERM

The term of this Agreement shall begin on the date the last signature of either the County or the Cities authorizing approving this Agreement is obtained and shall terminate upon final expenditure of the funds in accordance with the JAG Program.

SECTION 11. AGENCY

The County and the Cities agree and acknowledge that each entity is not an agent of any other entity and that each entity is responsible for its acts, forbearance, negligence, and deeds and each entity is responsible for those acts, forbearance, negligence, and deeds of its agents or employees in conjunction with performance under this Agreement.

SECTION 12. INDEMNIFICATION

The County agrees to be responsible for any liability or damages the County may suffer as a result of claims, demands, costs, or judgments, including all reasonable attorneys' fees, against the County arising out of any performance under this Agreement, or arising from any accident, injury, or damage, whatsoever, to any persons, or to the property of any persons or corporations occurring during the performance of this Agreement and caused by the sole negligence of the County, its agents, officers and employees.

Each City made a party to this Agreement agrees to be responsible for any liability or damages it may suffer as a result of claims, demands, costs, or judgments, including any reasonable attorneys' fees, against that respective City, arising out of any performance under this Agreement, or arising out of the performance of any services to be provided under this Agreement, or arising from any accident, injury, or damage, whatsoever, to any persons, or to the property of any persons or corporations occurring during the performance of the Agreement and caused by the sole negligence of that respective City, their agents, officers, and employees.

The Cities and County agree that any liability or damages as stated above occurring during the performance of this Agreement caused by the joint or comparative negligence of their employees or officers shall be determined in accordance with comparative responsibility laws of the State of Texas.

SECTION 13. FORMAL APPROVAL

This Agreement is expressly subject to and contingent upon formal approval by the governing bodies of the County and the Cities.

SECTION 14. NO THIRD-PARTY BENEFICIARY ENFORCEMENT

It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement and any right of action relating to such enforcement shall be strictly reserved to the Cities and the County and nothing contained in this Agreement shall be construed to create any rights for any third parties.

SECTION 15. NON-ASSIGNMENT

The parties shall not sell, assign, transfer, or convey this Agreement, in whole or in part, without the prior written consent of the parties.

SECTION 16. NOTICE OF CONTRACT CLAIM

This Agreement is subject to the provisions of Section 2-86 of the Dallas City Code, as amended, relating to requirements for filing a notice of breach of contract claim against the City. Section 2-86 of the Dallas City Code, as amended, is expressly incorporated by reference and made a part of this Agreement. County and Cities shall fully comply with the requirements of this ordinance as a condition precedent to any claim relating to this Agreement, in addition to all other requirements in this Agreement related to claims and notice of claims.

SECTION 17. RESPONSIBILITY

Dallas, the County, and the Cities shall each be responsible for the sole negligent acts of their officers, agents, employees, or separate contractors. In the event of joint and concurrent negligence of the parties to this agreement, responsibility, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas, without waiving any sovereign immunity or governmental immunity available to the parties under Texas law and without waiving any defenses of the parties under Texas law.

SECTION 18. NOTICE

Any notice, payment, statement, communication, report, or demand required or permitted to be given under this Agreement by any party to another may be effected by personal delivery in writing or deposited in the U.S. mail by certified letter, return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing below, but each party may change its address by written notice in accordance with this section. Mailed notices shall be deemed communicated as of three (3) days after mailing.

To the County:

Director of Criminal Justice, Ron Stretcher
Dallas County – Administration Building
411 Elm Street, 2nd Floor
Dallas, Texas 75202

To Balch Springs: Acting Chief of Police, Jonathan Haber
Balch Springs Police Department
12500 Elam Road
Balch Springs, Texas 75180

To Carrollton: Chief of Police, Rex Redden
Carrollton Police Department
2025 East Jackson Road
Carrollton, Texas 75006

To Dallas: Chief of Police, David Brown
Dallas Police Department
1400 South Lamar Street
Dallas, Texas 75215

To DeSoto: Chief of Police, Joseph Costa
DeSoto Police Department
714 East Belt Line Road
DeSoto, Texas 75115

To Duncanville: Chief of Police, Robert D. Brown, Jr.
Duncanville Police Department
203 E. Wheatland Rd.
Duncanville, Texas 75116

To Garland: Chief of Police, Mitch Bates
Garland Police Department
1891 Forest Lane
Garland, Texas 75042

To Grand Prairie: Chief of Police, Steve Dye
Grand Prairie Police Department
1525 Arkansas Lane
Grand Prairie, Texas 75052

To Irving: Chief of Police, Larry Boyd
Irving Police Department
P. O. Box 152288
Irving, Texas 75015

To Lancaster: Chief of Police, Cheryl Wilson
Lancaster Police Department

1650 North Dallas Avenue
Lancaster, Texas 75134

To Mesquite:

Chief of Police, Charles Cato
Mesquite Police Department
PO Box 850137
Mesquite, Texas 75185-0137

To Richardson:

Chief of Police, Jimmy L. Spivey
Richardson Police Department
P.O. Box 831078
Richardson, Texas 75083

SECTION 19. GOVERNING LAW AND VENUE

The obligations of the parties to this Agreement shall be performed in Dallas County, Texas, and venue for any legal action under this Agreement shall lie exclusively in Dallas County, Texas. In construing this Agreement, the laws and court decisions of the State of Texas shall control.

SECTION 20. LEGAL CONSTRUCTION

In the case that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

SECTION 21. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

SECTION 22. CAPTIONS

The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

SECTION 23. AMENDMENTS; ENTIRE AGREEMENT

This Agreement (with all referenced exhibits, attachments, and provisions incorporated by reference) embodies the entire agreement of both parties, superseding all oral or written previous and contemporary agreements between the parties relating to matters set forth in this Agreement. This Agreement may be modified or amended only by written agreement of the parties, to be attached to and made a part of this Agreement.

SECTION 24. SOVEREIGN AND GOVERNMENTAL IMMUNITY

This Agreement is expressly made subject to County’s sovereign immunity, Title 5 of the Texas Civil Remedies Code, each of the Cities’ governmental immunity, and all applicable State and federal law.

IN WITNESS WHEREOF, by their signatures hereon, each of the undersigned represents and warrants that they are the duly authorized agents of each entity and have full right and authority to enter into this Agreement. This Agreement is to be effective upon the signature of both County and the Cities.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

The County of Dallas, State of Texas, has executed this Agreement pursuant to Commissioners Court Order Number _____ and passed on the _____ day of _____, 2016.

APPROVED BY THE COUNTY OF DALLAS:

Clay Lewis Jenkins, County Judge

APPROVED AS TO FORM*:

SUSAN HAWK
DISTRICT ATTORNEY

Randall Miller
Assistant District Attorney

*BY LAW, THE DISTRICT ATTORNEY'S OFFICE MAY ONLY ADVISE OR APPROVE CONTRACTS OR LEGAL DOCUMENTS ON BEHALF OF ITS CLIENTS. IT MAY NOT ADVISE OR APPROVE A LEASE, CONTRACT, OR LEGAL DOCUMENT ON BEHALF OF OTHER PARTIES. OUR REVIEW OF THIS DOCUMENT WAS CONDUCTED SOLELY FROM THE LEGAL PERSPECTIVE OF OUR CLIENT. OUR APPROVAL OF THIS DOCUMENT WAS OFFERED SOLELY FOR THE BENEFIT OF OUR CLIENT. OTHER PARTIES SHOULD NOT RELY ON THIS APPROVAL, AND SHOULD SEEK REVIEW AND APPROVAL BY THEIR OWN RESPECTIVE ATTORNEY(S).

The City of Balch Springs, State of Texas, has executed the Agreement pursuant to duly authorized City Council Resolution _____, Minutes _____
Dated the ____ day of _____, 2016.

**APPROVED BY THE
CITY OF BALCH SPRINGS:**

RECOMMENDED BY:

Suzy Cluse, City Manager

Jonathan Haber, Chief of Police

APPROVED AS TO FORM BY:

Monte Akers, City Attorney

The City of Carrollton, State of Texas, has executed the Agreement pursuant to duly authorized City Council Resolution _____, Minutes _____ Dated the _____ day of _____, 2016.

**APPROVED BY THE
CITY OF CARROLLTON:**

RECOMMENDED BY:

Leonard Martin, City Manager

Rex Redden, Chief of Police

APPROVED AS TO FORM BY:

Meredith A. Ladd, City Attorney

The City of Dallas, State of Texas, has executed the Agreement pursuant to duly authorized City Council Resolution _____, Minutes _____ Dated the _____ day of _____, 2016.

APPROVED BY THE CITY OF DALLAS:

RECOMMENDED BY:

A.C. Gonzalez, City Manager

David Brown, Chief of Police

APPROVED AS TO FORM:

Interim City Attorney or Assistant City Attorney

The City of DeSoto, State of Texas, has executed the Agreement pursuant to duly authorized City Council Resolution _____, Minutes _____ Dated the ____ day of _____, 2016.

APPROVED BY THE CITY OF DESOTO:

RECOMMENDED BY:

Tarron J. Richardson, Ph .D, City Manager

Joseph Costa, Chief of Police

APPROVED AS TO FORM BY:

Joseph J. Gorfida, Jr, City Attorney

The City of Duncanville, State of Texas, has executed the Agreement pursuant to duly authorized City Council Resolution _____, Minutes _____ Dated the _____ day of _____, 2016.

**APPROVED BY THE
CITY OF DUNCANVILLE:**

RECOMMENDED BY:

Kevin Hugman, City Manager

Robert D. Brown, Jr., Chief of Police

APPROVED AS TO FORM BY:

Robert Hager, City Attorney

The City of Garland, State of Texas, has executed the Agreement pursuant to duly authorized City Council Resolution _____, Minutes _____ Dated the ____ day of _____, 2016.

**APPROVED BY THE
CITY OF GARLAND:**

RECOMMENDED BY:

Bryan Bradford, City Manager

Mitch Bates, Chief of Police

APPROVED AS TO FORM BY:

Brad Neighbor, City Attorney

The City of Grand Prairie, State of Texas, has executed the Agreement pursuant to duly authorized City Council Resolution _____, Minutes _____ Dated the _____ day of _____, 2016.

**APPROVED BY THE
CITY OF GRAND PRAIRIE:**

RECOMMENDED BY:

Tom Hart, City Manager

Steve Dye, Chief of Police

APPROVED AS TO FORM BY:

Don Postell, City Attorney

The City of Irving, State of Texas, has executed the Agreement pursuant to duly authorized City Council Resolution _____, Minutes _____ Dated the _____ day of _____, 2016.

APPROVED BY THE CITY OF IRVING:

RECOMMENDED BY:

Beth Van Duyne, Mayor

Larry Boyd, Chief of Police

APPROVED AS TO FORM BY:

Kuruvilla Oommen, City Attorney

The City of Lancaster, State of Texas, has executed the Agreement pursuant to duly authorized City Council Resolution _____, Minutes _____ Dated the _____ day of _____, 2016.

**APPROVED BY THE
CITY OF LANCASTER:**

Opal Mauldin-Robertson, City Manager

RECOMMENDED BY:

Samuel Urbanski, Interim Chief of Police

APPROVED AS TO FORM:

Robert Hager, City Attorney

The City of Mesquite, State of Texas, has executed the Agreement pursuant to duly authorized City Council Resolution _____, Minutes _____ Dated the _____ day of _____, 2016.

**APPROVED BY THE
CITY OF MESQUITE:**

RECOMMENDED BY:

Cliff Kehely, City Manager

Charles Cato, Chief of Police

APPROVED AS TO FORM BY:

B.J. Smith, City Attorney

The City of Richardson, State of Texas, has executed the Agreement pursuant to duly authorized City Council Resolution _____, Minutes _____ Dated the _____ day of _____, 2016.

**APPROVED BY THE
CITY OF RICHARDSON:**

Dan Johnson, City Manager

RECOMMENDED BY:

Jimmy L. Spivey, Chief of Police

APPROVED AS TO FORM:

Peter G. Smith, City Attorney

RESOLUTION NO. 16-16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RICHARDSON, TEXAS, AUTHORIZING THE CHIEF OF POLICE TO SUBMIT A GRANT APPLICATION TO THE OFFICE OF THE GOVERNOR'S CRIMINAL JUSTICE DIVISION (CJD) FOR THE BODY-WORN CAMERA GRANT PROGRAM; AUTHORIZING THE ACCEPTANCE OF THE CRIMINAL JUSTICE DIVISION BODY-WORN CAMERA GRANT FOR THE RICHARDSON POLICE DEPARTMENT; AUTHORIZING PAYMENT OF THE CITY'S MATCHING FUNDS FOR SUCH GRANT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, providing for the safety of the citizens of Richardson is the primary function of the Richardson Police Department; and

WHEREAS, the Richardson Police Department recognizes the need to utilize the most technologically advanced body-worn cameras to serve as a tool in a law enforcement comprehensive problem-solving approach to enhance officer interactions with the public, build community trust, and gather important evidence for use in the prosecution of crimes; and

WHEREAS, the Richardson Police Department needs funds to be able to purchase the body-worn cameras and the associated video storage and equipment required for the cameras to be functional; and

WHEREAS, the Office of the Governor's Criminal Justice Division is providing funds for the purchase of body-worn cameras through the Governor's Criminal Justice Division Body-Worn Camera Grant Program; and

WHEREAS, the City Council agrees to provide the applicable matching funds for said grant as required by the Office of the Governor's Criminal Justice Division Body-Worn Camera Grant Program; **NOW THEREFORE**,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RICHARDSON, TEXAS:

SECTION 1. That the Chief of Police is hereby authorized to submit an application for a grant to the Office of the Governor's Criminal Justice Division Body-Worn Camera Grant Program.

SECTION 2. That the Chief of Police is authorized to accept on behalf of the City of Richardson, Texas, the Office of the Governor's Criminal Justice Division Body-Worn Camera Program grant, and to execute such agreements and assurances as the Chief of Police deems

reasonable, necessary and appropriate with respect to the acceptance of said grant, and to assure compliance with the Office of the Governor's Criminal Justice Division Body-Worn Camera Program.

SECTION 3. That the City Council agrees to provide the grant matching funds for the Office of the Governor's Criminal Justice Division Body-Worn Camera Program grant. The Chief of Police is further authorized to pay such grant matching funds as set forth in the Office of the Governor's Criminal Justice Division Body-Worn Camera Program grant agreement from current available funds.

SECTION 4. That Chief of Police is designated as the responsible agent for the City of Richardson for the grant, committing to work with the District Attorney in the development of BWC policies and trainings and granting access to video evidence.

SECTION 5. The City of Richardson commits to maintain the cameras and equipment purchased under the grant for at least three years, and budget such funds as may be necessary for such purposes.

SECTION 6. That this Resolution shall become effective immediately from and after its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Richardson, Texas, on this the 27th day of June 2016.

CITY OF RICHARDSON, TEXAS

MAYOR

ATTEST:

CITY SECRETARY

APPROVED AS TO FORM:

PETER G. SMITH, CITY ATTORNEY
(PGS: 5-9-16 :TM 76846)

RESOLUTION NO. 16-17

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RICHARDSON, TEXAS, APPROVING THE TERMS AND CONDITIONS OF A PROJECT SPECIFIC AGREEMENT (HEREINAFTER “PROJECT SPECIFIC AGREEMENT”) FOR LOOKOUT DRIVE, “TYPE B” PUBLIC ROADWAY – MADE PURSUANT TO MASTER ROAD & BRIDGE INTERLOCAL MAINTENANCE AGREEMENT, BY AND BETWEEN DALLAS COUNTY, TEXAS (HEREINAFTER “COUNTY”), AND THE CITY OF RICHARDSON, TEXAS (HEREINAFTER “CITY”), AS MORE PARTICULARLY DESCRIBED IN EXHIBIT “A” ATTACHED HERETO; AUTHORIZING ITS EXECUTION BY THE MAYOR; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 791 of The Texas Government Code provides authorization for local governments to contract amongst themselves for the performance of governmental functions and services; and

WHEREAS, on or about March 19, 2013, County and City entered into a Master Interlocal Agreement (“Master Agreement”) whereby County agreed to provide partial funding for such duly qualified “Type B” road and bridge maintenance projects, said projects situated within the territorial limits and jurisdiction of City; and

WHEREAS, City now desires County to provide partial funding for such a duly qualified project consisting of reconstruction of designated blocks of the enumerated public roadway situated in the City; and

WHEREAS, the City Council has been presented with a proposed Project Specific Agreement for Lookout Drive, “Type B” Public Roadway made pursuant to the Master Agreement for the purpose of transportation-related maintenance, repairs and improvements to be undertaken in certain designated blocks of the enumerated public roadway; and

WHEREAS, upon full review and consideration of the Project Specific Agreement, and all matters related thereto, the City Council is of the opinion and finds that the terms and conditions thereof should be approved, and that the Mayor should be authorized to execute the Project Specific Agreement on behalf of the City of Richardson, Texas;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RICHARDSON, TEXAS:

SECTION 1. That the terms, provisions, and conditions of the Project Specific Agreement for Lookout Drive made pursuant to the Master Agreement for the purpose of transportation-related maintenance, repairs and improvements to be undertaken in certain

designated blocks of the enumerated public roadway, a copy of which is attached hereto as Exhibit "A", be, and the same are, hereby approved.

SECTION 2. That the Mayor is hereby authorized to execute the Project Specific Agreement on behalf of the City, and any amendments or other instruments related thereto.

SECTION 3. That this Resolution shall become effective immediately from and after its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Richardson, Texas, on this the 27th day of June 2016.

CITY OF RICHARDSON, TEXAS

MAYOR

ATTEST:

CITY SECRETARY

APPROVED AS TO FORM:

PETER G. SMITH, CITY ATTORNEY
(PGS:5-19-16:TM 76988)

EXHIBIT “A”
Project Specific Agreement
(to be attached)

**PROJECT SPECIFIC AGREEMENT
RE: LOOKOUT DRIVE, “TYPE B” PUBLIC ROADWAY -- MADE
PURSUANT TO MASTER ROAD & BRIDGE INTERLOCAL
MAINTENANCE AGREEMENT BETWEEN DALLAS COUNTY, TEXAS
AND CITY OF RICHARDSON, TEXAS**

This Project Specific Agreement, (hereinafter “PSA”), supplemental to the Master Interlocal Agreement, is made by and between Dallas County, Texas (hereinafter “County”) and the City of Richardson, Texas (hereinafter “City”), acting by and through their duly authorized representatives and officials, for the purpose of transportation-related maintenance, repairs and improvements to be undertaken in certain designated blocks of enumerated public roadway as more fully set forth and described in Attachments “A” and “B,” incorporated herein by reference (“Project”).

WHEREAS, Chapter 791 of the Texas Government Code provides authorization for local governments to contract amongst themselves for the performance of governmental functions and services; and

WHEREAS, on or about March 19, 2013, County and City entered into a Master Interlocal Agreement (“Agreement”), whereby County agreed to provide partial funding for such duly qualified “Type B” road and bridge maintenance projects, said projects situated within the territorial limits and jurisdiction of City, and

WHEREAS, City now desires County to provide partial funding for such a duly qualified project consisting of reconstruction of designated blocks of enumerated public roadway situated in the City of Richardson, Texas, as more fully described in Attachment “A.”

NOW THEREFORE THIS PSA is made by and entered into by County and City, for the mutual consideration stated herein.

Witnesseth

Article I

Project Specific Agreement

This PSA is specifically intended to identify a Project authorized under the Master Agreement. This document sets forth the rights and responsibilities pertaining to each party hereto, and is additional and supplemental to the Master Agreement, and all amendments and supplements thereto, which are incorporated herein. All terms of the Master Agreement remain in full force and effect, except as modified herein. In the event of any conflict between the Master Agreement and this PSA, this PSA shall control.

Article II

Incorporated Documents

This PSA incorporates, as if fully reproduced herein word for word and number for number, the following items:

1. Master Interlocal Agreement authorized by County Commissioners Court Order. 2013-0503 dated March 19, 2013, and additions thereto as incorporated herein,
2. The Construction Estimate (Attachment “A”), and

3. Map/Diagram of the Proposed Work Site (Attachment “B”).

Article III

Term of Agreement

This PSA becomes effective when signed by the last party whose signature makes the agreement fully executed and shall terminate upon the completion and acceptance of the Project by City or upon the terms and conditions in the Master Agreement.

Article IV

Project Description

This PSA is entered into by the parties for purpose of jointly identifying and funding repair, maintenance and improvements on duly qualified “Type B” public roadway within the City of Richardson, Texas. The Project shall consist of maintenance, improvement and pavement repair on Lookout Drive from Plano Road extending approximately 1,500 feet to the east in the City of Richardson, Texas, (hereinafter “Project”), and as more fully described in Attachments “A” and “B.” The Project is authorized by the aforementioned Master Interlocal Agreement, with the parties’ obligations and responsibilities governed thereby, as well as by the terms and provisions of this PSA. The Project will facilitate the safe and orderly movement of public transportation to benefit both the City and County. The City has and hereby does give its approval for expenditure of County funds for the construction, improvement, maintenance, or repair of a street located within the municipality.

Article V

Fiscal Funding

Notwithstanding anything to the contrary herein, this PSA is expressly contingent upon the availability of County funding for each item and obligation contained herein. City shall have no right of action against the County of Dallas as regards this PSA, specifically including any funding by County of the Project in the event that the County is unable to fulfill its obligations under this PSA as a result of the lack of sufficient funding for any item or obligation from any source utilized to fund this PSA or failure of any funding party to budget or authorize funding for this PSA during the current or future fiscal years. In the event of insufficient funding, or if funds become unavailable in whole or part, the County, at its sole discretion, may provide funds from a separate source or terminate this PSA. In the event that payments or expenditures are made, they shall be made from current funds as required by Chapter 791, Texas Government Code.

Notwithstanding anything to the contrary herein, this PSA is expressly contingent upon the availability of City funding for each item and obligation contained herein. County shall have no right of action against the City as regards this PSA, specifically including any funding by City of the Project in the event that the City is unable to fulfill its obligations under this PSA as a result of the lack of sufficient funding for any item or obligation from any source utilized to fund this PSA or failure of any funding party to budget or authorize funding for this PSA during the current or future fiscal years. In the event of insufficient funding, or if funds become unavailable in whole or part, the City, at its sole discretion, may provide funds from a separate source or terminate this PSA. In the event that payments or expenditures are made, they shall be made from current funds as required by Chapter 791, Texas Government Code.

Article VI **Agreements**

I. City's Responsibilities:

1. City, at its own expense, shall be responsible for the following: (a) managing construction of the Project; (b) informing the public of the proposed maintenance or reconstruction of the Project; (c) locating all manholes, water valves, and other utilities within the Project, (d) making or causing to be made all utility relocations or adjustments necessary for execution and completion of the Project; (e) acquiring any right-of-way necessary to complete the Project; (f) remediating any hazardous or regulated material, or other environmental hazard in the Project location, (g) receiving and processing all payments due contractors City hires to work on the Project; (h) contracting through formal bidding procedures to acquire the services of contractors; (i) where necessary, providing appropriate traffic control support, including but not limited to flagging, cones, barricades, shadow vehicles, arrow boards, signage, police presence, etc., to enable the Project to be completed in a timely and safe manner; and (j) funding the purchase of all materials necessary to perform the Project construction.
2. City shall further be responsible for all maintenance when the Project is completed.

II. County Responsibilities:

1. County shall reimburse City for proportionate Project costs, as more fully set forth in Section III below.
2. County, its Auditor or its designated representative(s) shall have the unrestricted right to audit any and all accounting or other records regarding any funds paid or claimed under this agreement, including, but not limited to all books, records, reports, tickets, deposits, expenditures, budget or any item therein, supporting data, computer records and programs, and all items of hardware, software or firmware, or any other item utilized by the City regarding this agreement. City agrees that all related records shall be retained for a period of time not less than four (4) years from the date of the termination of this Agreement. Such records shall be provided to the County in Dallas County, Texas and available for any audit at any time upon request. The results of any audit may be furnished to City for comment.

III. Funding:

County and City mutually agree that the initial and anticipated Project cost is approximately \$1,794,000 as set forth in Attachment "A." The parties hereto further agree that City shall be totally responsible for the construction and maintenance of said Project, and that County shall only be responsible to City for a contribution, in the form of reimbursements, of \$150,000, which amount shall not exceed Fifty Percent (50%) of the initial and anticipated Project cost.

1. Should the final cost of the Project exceed the initial and anticipated Project costs, City agrees to either reduce the scope of the Project, or to seek additional funding to facilitate its completion. In either event, City shall be solely responsible for all such

costs in excess thereof, and County shall bear no additional responsibilities beyond those contemplated herein.

2. City shall submit invoices to County, which invoices shall provide complete information and documentation to substantiate City's charges. County's acceptances of City's invoices are contingent upon City's compliance with County's invoicing procedures. County may withhold any disputed amounts until such time as the underlying dispute is resolved to County's satisfaction, but shall pay all undisputed amounts timely.

Article VII

Miscellaneous:

- I. **Indemnification. County and City agree that each shall be responsible for its own negligent acts or omissions or other tortious conduct in the course of performance of this Agreement, without waiving any governmental immunity available to County or City or their respective officials, officers, employees, or agents under Texas or other law and without waiving any available defenses under Texas or other law. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities.**
- II. **No Third Party Beneficiaries. The terms and provisions of this PSA are for the benefit of the parties hereto and not for the benefit of any third party. It is the express intention of County and City that any entity other than County or City receiving services or benefits under this PSA shall be deemed an incidental beneficiary only. This PSA is intended only to set forth the contractual right and responsibilities of the parties hereto.**
- III. **Applicable Law. This PSA is and shall be expressly subject to the County's and City's Sovereign Immunity and/or Governmental Immunity, Title 5 of the Texas Civil Practice and Remedies Code, as amended, and all applicable Federal and State laws. This PSA shall be governed by and construed in accordance with the laws of the State of Texas. Exclusive venue for any legal action regarding this PSA shall lie in Dallas County, Texas.**
- IV. **Notice. All notices, requests, demands, and other communication under this PSA shall be tendered in writing and shall be deemed to have been duly given when either delivered in person, via e-mail, or via certified mail, postage prepaid, return receipt requested to the respective parties as follows:**

COUNTY:

Director of Public Works
Dallas County
411 Elm Street, Suite 400
Dallas, Texas 75202

and

Commissioner Mike Cantrell
Road & Bridge District #2
411 Elm Street, Second Floor
Dallas, Texas 75202

CITY:

Attention: Dan Johnson, City Manager
City of Richardson
411 W. Arapaho
Richardson, Texas 75080

With Copy to:

Peter G. Smith
Nichols, Jackson, Dillard, Hager & Smith, L.L.P.
1800 Ross Tower
500 N. Akard
Dallas, Texas 75201

- V. Assignment. This PSA may not be assigned or transferred by either party without the prior written consent of the other party.
- VI. Binding Agreement; Parties Bound. Upon execution by the parties, this PSA shall constitute a legal, valid and binding obligation of the parties, their successors and permitted assigns.
- VII. Amendment. This PSA may not be amended except in a written instrument specifically referring to this PSA and signed by the parties hereto.
- VIII. Counterparts. This PSA may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
- IX. Severability. If one or more of the provisions in this PSA shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not cause this PSA to be invalid, illegal or unenforceable, but this PSA shall be construed as if such provision had never been contained herein, and shall not affect the remaining provisions of this PSA, which shall remain in full force and effect.
- X. Entire Agreement. This PSA embodies the complete agreement of the parties, and except where noted, it shall supersede previous and/or contemporary agreements, oral or written, between the parties and relating to matters in the PSA.
- XI. Contingent. This PSA is expressly subject to and contingent upon formal approval by the Dallas County Commissioners Court and by resolution of the City Council of the City of Richardson.

The City of Richardson, State of Texas, has executed the Agreement pursuant to duly authorized City Council Resolution _____, dated the ____ day of _____, 2016.

The County of Dallas, State of Texas, has executed this agreement pursuant to Commissioners Court Order Number _____ and passed on the _____ day of _____, 2016.

Executed this the _____ day of _____, 2016.

Executed this the _____ day of _____, 2016.

CITY OF RICHARDSON:

COUNTY OF DALLAS:

PAUL VOELKER
MAYOR

CLAY LEWIS JENKINS
COUNTY JUDGE

APPROVED AS TO FORM:

APPROVED AS TO FORM:*

Peter G. Smith
City Attorney

SUSAN HAWK
DISTRICT ATTORNEY



Jana Prigmore Ferguson
Assistant District Attorney

*By law, the District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).

EXHIBIT "A"

Lookout Drive

Plano Road to East Terminus (1500')

Project Estimate

Lookout Drive Paving and Drainage Improvements		
Probable Construction Cost Estimate		
May 17, 2016		
Item	Description	Total Price
1	Mobilization:	\$ 50,000.00
2	Traffic Control:	\$ 30,000.00
3	Erosion Control:	\$ 30,000.00
4	Paving:	\$ 1,320,000.00
5	Drainage:	\$ 64,000.00
6	Contingency:	\$ 300,000.00
	Total:	\$ 1,794,000.00



EXHIBIT "B"

LOOKOUT DRIVE

LOOKOUT DRIVE

EAST LOOKOUT ROAD
(PLANO ROAD TO 1500' EAST TERMINUS)



MAY 2016



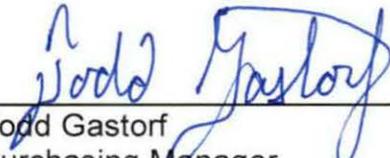
CITY OF RICHARDSON

TO: Dan Johnson – City Manager
THRU: Keith Dagen – Director of Finance
FROM: Todd Gastorf – Purchasing Manager
SUBJECT: Bid Initiation Request 64-16
DATE: June 22, 2016

Request Council approval to initiate bid for the following:

Lamp Post Lane Storm Sewer and Water Improvements

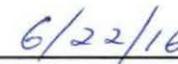
Proposed Council approval date: June 27, 2016
Proposed advertising dates: June 29, 2016 & July 6, 2016
Proposed bid due date: July 19, 2016 – 2:00 p.m.
Proposed bid opening date: July 19, 2016 – 2:30 p.m.
Engineer's estimated total cost: \$253,000.00
Account: Drainage Utility Fund and
Water Utility Operations



Todd Gastorf
Purchasing Manager



Keith Dagen
Director of Finance



Date

Approved: _____
Dan Johnson
City Manager

Date



MEMO

TO: Dan Johnson, City Manager
THROUGH: Cliff Miller, Assistant City Manager *cm*
FROM: Steve Spanos, P.E., Director of Engineering *SS*
SUBJECT: Permission to Advertise Lamp Post Lane Storm Sewer and Water Improvements - Bid #64-16
DATE: June 17, 2016

ACTION REQUESTED:

Authorization to advertise Bid #64-16 and approval of plans and contract documents for the Lamp Post Lane Storm Sewer and Water Improvements. Bids to be received until Tuesday, July 19, 2016 at 2:00 p.m. and read aloud 30 minutes later.

BACKGROUND INFORMATION:

The 2010 City of Richardson *Hunt Branch Watershed Capital Improvement Plan* identified the existing storm system in Lamp Post as undersized and in need of improvements. This drainage project consists of replacement of an existing undersized and deteriorated 24 inch storm water pipe with a 36 inch pipe that safely captures and conveys the 100 year storm from Lamp Post Lane to the Hunt Branch Creek. In conjunction with the storm water system improvements; city crews will replace an existing 4 inch cast iron water line with a new 6 inch PVC line. Resident water services will be transferred to this new line.

FUNDING:

Funding is provided from Drainage Utility and Water Utility Operations.

SCHEDULE:

The Capital Projects Department plans for this project to begin construction September 2016 and be completed by December 2016.

MAO

Cc: Moses Ogolla, P.E., Project Engineer

**NOTICE TO CONTRACTORS
CITY OF RICHARDSON**

**LAMP POST LANE STORM SEWER AND WATER IMPROVEMENTS
Bid No. 64-16**

Sealed bids addressed to the Purchasing Manager, of the City of Richardson, Texas, will be received at the Office of the City Purchasing Department, Suite 101, City Hall, 411 West Arapaho Road, Richardson, Texas, until **Tuesday, July 19, 2016 at 2:00 pm** and will be opened and read aloud in the **Capital Projects Conference Room 206**, 30 minutes later that same day, for furnishing all labor, materials, tools and equipment, and performing all work required including all appurtenances for:

Removal and disposal of 270 LF 24" reinforced concrete pipe, and 840 SY reinforced concrete street pavement; installation of 623 LF of reinforced concrete pipe ranging in size from 18" to 36"; installation of (5) 8' to 20' curb inlets; installation of 840 SY 6" reinforced concrete pavement; 45 SY 4" concrete sidewalk, and 4 barrier-free ramps; and miscellaneous associated items.

Bids shall be accompanied by a certified or cashier's check on a state or national bank in an amount not less than five percent (5%) of the possible total of the bid submitted, payable without recourse to the City of Richardson, Texas, or an acceptable bid bond for the same amount from a reliable surety company as a guarantee that the bidder will enter into a contract and execute required Performance and Payment Bonds within ten (10) days after notice of award of contract. The City will attempt to award the Contract within 90 days after the opening of bids.

The successful bidder must furnish a Performance Bond upon the form provided in the amount of one hundred percent (100%) of the contract price, a material and labor Payment Bond upon the form provided in the amount of one hundred percent (100%) of the contract price, and a Maintenance Bond upon the form provided in the amount of one hundred percent (100%) of the contract price, from a surety authorized under the laws of the State of Texas to act as a surety on bonds for principals.

The right is reserved, as the interest of the Owner may require, to reject any and all bids, to waive any informality in the bids received, and to select bid best suited to the Owner's best interest. The Contractor, to be successful in bidding this project, must have completed a minimum of three similar projects within the last five years.

A maximum of Ninety (90) calendar days will be allowed for construction.

A set of plans, specifications and bid documents may be secured from the Office of the City Engineer, Capital Projects Department in Room 204, of the Richardson Civic Center/City Hall, 411 West Arapaho Road, Richardson, Texas, **beginning at 12:00 p.m. on Tuesday, June 28, 2016** upon a **NON-REFUNDABLE FEE OF Twenty five Dollars (\$25.00) per CD or Fifty Dollars (\$50.00) per printed copy**, payable to the City of Richardson, accompanied by the contractor's name, address, phone number, email address and FAX number. Maximum of two sets or CD per contractor.

A voluntary pre-bid conference will be held **Friday, July 8, 2016 at 10:00 am in the Capital Projects Conference Room 206, Richardson Civic Center/City Hall.**

By:/s/Paul Voelker, Mayor
City of Richardson
P. O. Box 830309
Richardson, Texas 75083

Project Schedule

LAMP POST LANE STORM SEWER AND WATER IMPROVEMENTS

BID NO. 64-16

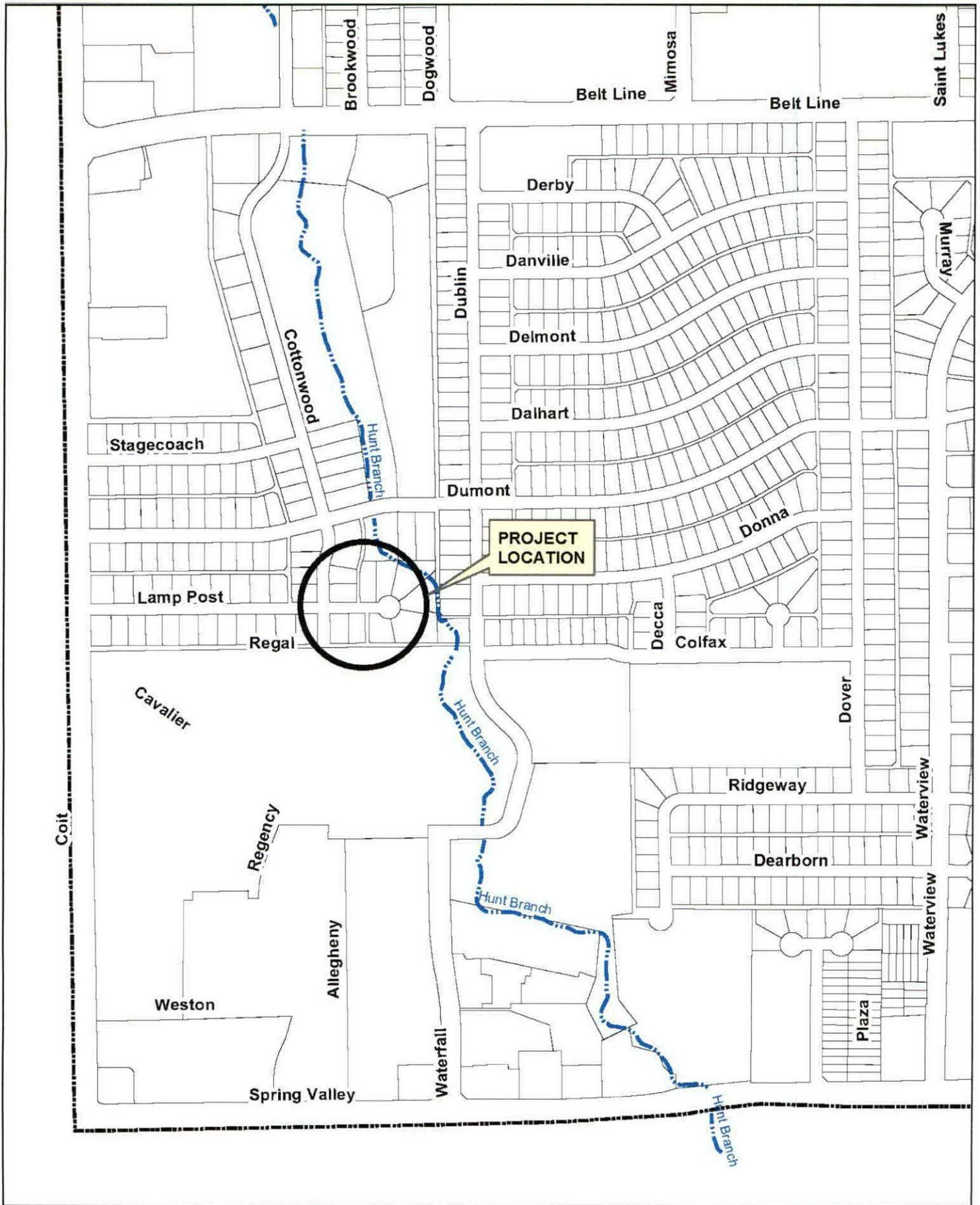
Agenda Paperwork to Advertise	Friday, June 17, 2016
Council Authorization to Advertise	Monday, June 27, 2016
Plans/Specs Available for Contractors	Tuesday, June 28, 2016
Advertise in Dallas Morning News 1	Wednesday, June 29, 2016
Advertise in Dallas Morning News 2	Wednesday, July 6, 2016
Pre-Proposal Meeting (10:00 am Room 206)	Friday, July 8, 2016
Bids Received & Opened (due by 2:00 open @ 2:30 Rm 206)	Tuesday, July 19, 2016
Agenda Paperwork to Award Contract	Friday, July 22, 2016
Council to Award Contract	Monday, August 1, 2016
Pre-Construction Meeting	~August 2016
Anticipated Project Start	~September 2016
Anticipated Project Completion (90 Calendar Days)	~December 2016

Project Manager: Moses Ogolla

Engineer's Estimate: \$253,000

Account# 164-8702-513-7524 Project #DR1507

MAO



Lamp Post Lane Storm Sewer
and Water Improvements Bid #64-16
June 2016



CITY OF
RICHARDSON
TEXAS

CITY OF RICHARDSON

TO: Dan Johnson – City Manager
THRU: Keith Dagen – Director of Finance
FROM: Todd Gastorf – Purchasing Manager
SUBJECT: Request for Qualifications Initiation Request 2016-1
DATE: June 22, 2016

Request Council approval to initiate request for qualifications for the following:

Construction Manager at Risk for the Public Safety Campus Improvements Project

Proposed Council approval date: June 27, 2016
Proposed advertising dates: June 29, 2016 & July 6, 2016
Proposed due date for qualifications: July 21, 2016 – 4:00 p.m.
Proposed due date for pricing: August 22, 2016 – 4:00 p.m.
Engineer's estimated total cost: \$39,300,000.00
Account: 2015 G.O. Bond Program



Todd Gastorf
Purchasing Manager



Keith Dagen
Director of Finance

6/22/16

Date

Approved: _____
Dan Johnson
City Manager

Date



MEMO

TO: Dan Johnson, City Manager
THROUGH: Don Magner, First Assistant City Manager 
FROM: Steve Spanos, P.E., Director of Engineering 
SUBJECT: Permission to Advertise Public Safety Campus Improvements Project
Request for Qualifications - RFQ # 2016-1
DATE: June 17, 2016

ACTION REQUESTED:

Authorization to advertise RFQ # 2016-1 for the Construction Manager at Risk for the Public Safety Campus Improvements Project. Qualifications to be received until Thursday, July 21, 2016 at 4:00 p.m.

BACKGROUND INFORMATION:

The Public Safety Campus Improvements Project was included in the 2015 Bond Program and is about to start design. Due to the size and complexity of the project, the City of Richardson has chosen to use the Construction Manager at Risk (CMaR) procurement method. This will allow the selected CMaR to provide preconstruction services during the design process that will include construction cost estimating and scheduling.

The CMaR will be selected using a two-step selection process. Step 1 will require interested candidates to submit qualifications that will be scored by a selection committee. Up to four of the highest rated candidates will be invited to participate in Step 2 which will include submittal of their proposals for pre-construction services and general conditions for the project. The same selection committee will score the proposals and negotiate the best value for preconstruction services and general conditions fees. The chosen CMaR will be recommended to Council for Award in September, 2016.

FUNDING:

Funding is provided from 2015 Bond Program.

SCHEDULE:

The Capital Projects Department plans for phased construction of this project to begin in the Spring of 2017 and be completed by Fall 2019.

Cc: Jim Dulac, P.E., Assistant Director of Engineering 

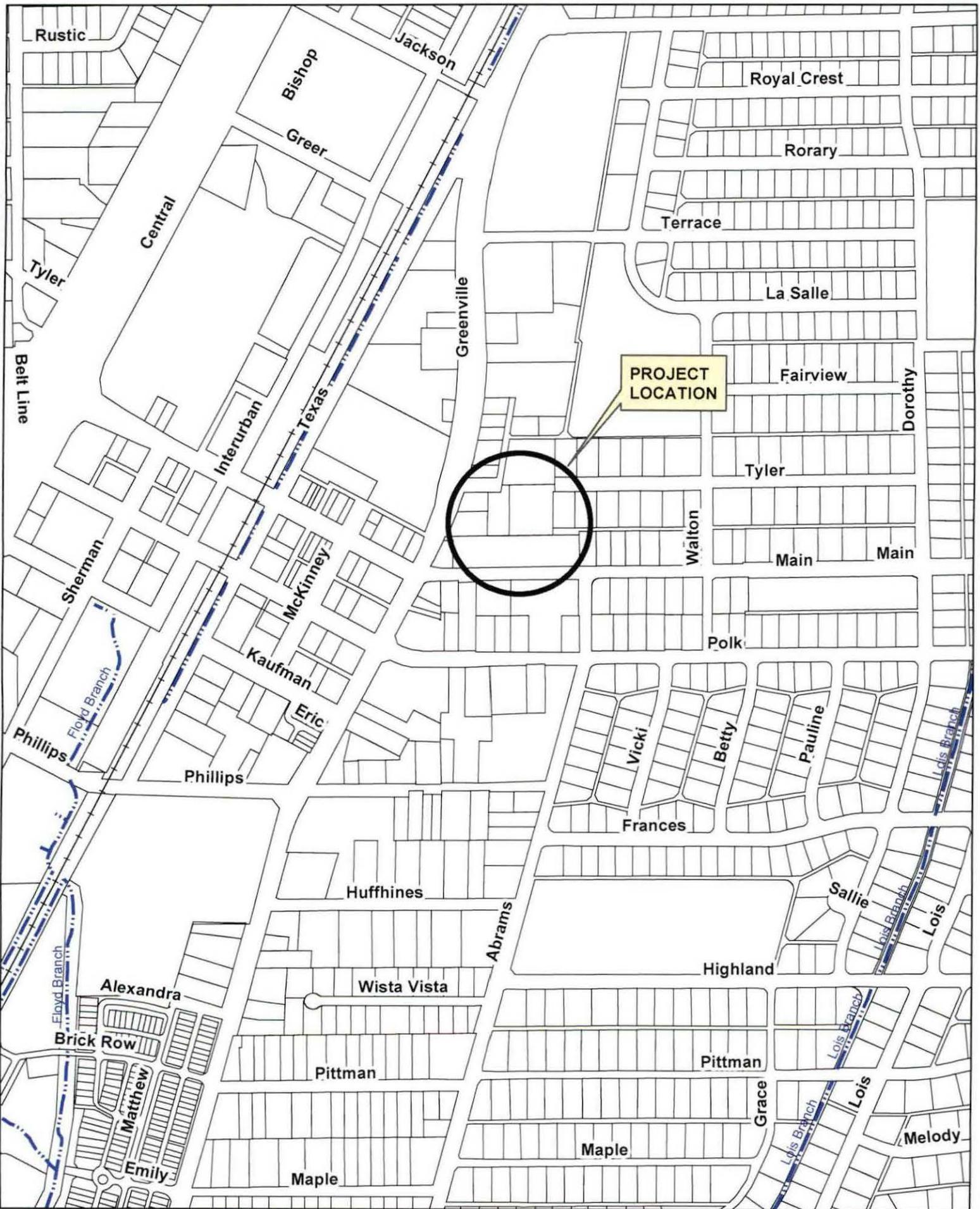
Project Schedule

PUBLIC SAFETY CAMPUS IMPROVEMENTS

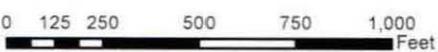
CONSTRUCTION MANAGER at RISK RFQ NO. 2016-1

Agenda Paperwork to Advertise	Friday, June 17, 2016
Council Authorization to Advertise	Monday, June 27, 2016
Request for Qualifications (Step 1)	Tuesday, June 28, 2016
Advertise in Dallas Morning News 1	Wednesday, June 29, 2016
Advertise in Dallas Morning News 2	Wednesday, July 6, 2016
RFQ related questions Due (4:00 PM)	Thursday, July 7, 2016
Answers to questions via written addendum	Tuesday, July 12, 2016
Qualifications Due (4:00 PM)	Thursday, July 21, 2016
Selection committee meets to shortlist finalists for Step 2	Thursday, July 28, 2016
Request for Proposal (RFP) issued to short-listed finalist	Friday, July 29, 2016
Questions regarding the RFP due by 4:00 PM	Monday, August 8, 2016
Answers to questions distributed via a written addendum	Thursday, August 11, 2016
Proposals from short-listed candidates due by 4:00 PM	Monday, August 22, 2016
Interviews with short-listed candidates	Monday, August 29, 2016
CMaR selection recommendation for AWARD	Tuesday, August 30, 2016

Project Manager: Jim Dulac
Cost Estimate: \$39,300,000



Construction Manager at Risk for the
 Public Safety Campus Improvement Project
 Construction Starts Spring 2017



CITY OF
 RICHARDSON
 TEXAS



MEMO

DATE: June 21, 2016

TO: Keith Dagen – Director of Finance

FROM: Todd Gastorf – Purchasing Manager *TG*

SUBJECT: Award of Bid #62-16 for the 2015-16 IBM Notes License and Maintenance Renewal to Workflow Studios in the amount of \$62,528.42 per the GSA Contract #GS-35F-4984H

Proposed Date of Award: June 27, 2016

I concur with the recommendation of Steve Graves – Chief Information Officer, and request permission to issue a purchase order to Workflow Studios for the license and annual maintenance of the City's existing IBM Notes software in the amount of \$62,528.42, as per the attached quote.

Workflow Studios is an IBM business partner authorized to give General Services Administration pricing per Contract #GS-35F-4984H, Schedule 70. Local governments are allowed to participate in the Federal GSA Cooperative Purchasing Program for Information Technology products and services under Schedule 70. This contract has a nationwide network of IBM partners, which includes Workflow Studios, to service the contract.

Funding is available in account 011-0540-514-4323.

Concur:


Keith Dagen

ATTACHMENTS



DATE: June 14, 2016
TO: Todd Gastorf, Purchasing Manager
FROM: Steve Graves, Chief Information Officer *SGraves*
SUBJECT: 2016 IBM Notes Software License and Maintenance Renewal

I recommend renewing our 2016 IBM Notes License and Maintenance contract with Workflow Studios an IBM business partner. These software licenses allow the city to use email, develop applications and improve office automation. This purchase is being made using the Government Services Administration (GSA - GS-35F-4984H) contract. The total cost for a one-year maintenance is \$62,528.42. This was budgeted in the 2015/2016 budget using account number 011-0540-514-43.23.



ISSUED BY:

WorkFlow Studios
 Sue Walmsley Amash
 Tel: 713.869.2600
 Fax: 214.446.6577
sue@workflowstudios.com

CUSTOMER SOFTWARE SALES CONTRACT ISSUED TO:

City of Richardson
 411 W. Arapaho Road
 Richardson, TX 76080
 Steve Graves
 972.744.4041
Steve.graves@cor.gov



Lotus software



QUOTE INFORMATION:

QUOTE # 160607COR
 Lead Ref: SOW 2598
 Quote Date: 6/7/2016
 Quote Expiry: 7/31/2016
 SAP# 8844-7020792
 Anniversary August
 Level: Gov

Product ID	Product Description	Qty	List		WFS Price	WFS Extended
			List Price	Extended		
E08DBLL	IBM RATIONAL DEVELOPER FOR POWER SYSTEM RPG AND COBOL DEVELOPMENT TOOLS FOR 1 AUTHORIZED USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL 01 AUG 2016 TO 31 JUL 2017	2	\$180.20	\$360.40	\$176.60	\$353.19
E02HKLL	IBM WEBSHERE APPLICATION SERVER - EXPRESS PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL 12 MONTHS 01 AUG 2016 TO 31 JUL 2017	200	\$4.93	\$986.00	\$4.83	\$966.28
E1B79LL	IBM DB2 WORKGROUP SERVER EDITION AUTHORIZED USER SINGLE INSTALL ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL 12 MONTHS 01 AUG 2016 TO 31 JUL 2017	2	\$60.18	\$120.36	\$58.98	\$117.95
E02JDLL	IBM DB2 CONNECT UNLIMITED EDITION FOR SYSTEM I PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL 12 MONTHS 01 AUG 2016 TO 31 JUL 2017	70	\$12.03	\$842.10	\$11.79	\$825.26
E022BLL	IBM LOTUS ENTERPRISE INTEGRATOR PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL 01 AUG 2016 TO 31 JUL 2017	100	\$31.66	\$3,166.00	\$31.03	\$3,102.68
E020KLL	IBM LOTUS DOMINO ENTERPRISE SERVER PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL 01 AUG 2016 TO 31 JUL 2017 (was 1400)	140	\$11.56	\$1,618.40	\$11.33	\$1,586.03
D55N3LL	IBM LOTUS ENTERPRISE INTEGRATOR PROCESSOR VALUE UNIT (PVU) LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	40	\$121.60	\$4,864.00	\$119.17	\$4,766.72
D1HY5LL	IBM MAIL DUAL ENTITLEMENT PLUS APPLICATIONS AUTHORIZED USER PER MONTH BILLING FREQUENCY: UP FRONT TERM: 12 MONTHS	825	\$50.33	\$41,522.25	\$49.32	\$40,691.81
D1HY6LL	IBM MAIL DUAL ENTITLEMENT PLUS APPLICATIONS AUTHORIZED USER OVERAGE	0	\$5.27	\$0.00	\$5.16	\$0.00
D1HY8LL	IBM MAIL DUAL ENTITLEMENT PLUS APPLICATIONS AND S1 AUTHORIZED USER PER MONTH BILLING FREQUENCY: UP FRONT TERM: 12 MONTHS	100	\$103.25	\$10,325.00	\$101.19	\$10,118.50
D1HY9LL	IBM MAIL DUAL ENTITLEMENT PLUS APPLICATIONS AND S1 AUTHORIZED USER OVERAGE	0	\$10.76	\$0.00	\$10.54	\$0.00
				\$63,804.51		\$62,528.42

Central Contractor registration
TPIN 57738641
GSA# #GS-35F-4984H

TOTAL LIST PRICE	\$63,804.51
OVERALL TOTAL DISCOUNT	\$1,276.09
TOTAL WFS PRICE*	\$62,528.42
Shipping and Handling	\$0.00
Sales Tax	exempt
TOTAL PURCHASE**	\$62,528.42

ISSUED BY:

WorkFlow Studios
Sue Walmsley Amash
Tel: 713.869.2600
Fax: 214.446.6577
sue@workflowstudios.com



Lotus software

***WFS PRICE VALID ONLY WHEN ORDER IS PLACED WITHIN 5 BUSINESS DAYS OF RECEIPT OF THIS QUOTE AND WHEN ORDER IS PAID IN FULL WITHIN 20 DAYS OF PLACING ORDER.**

** Sign and fax this quote with purchase order information to customer service at 214-446-6577
** All pricing is based on information provided by IBM / Lotus and subject to change without notice.

Purchasing contact _____ email:

Purchase Order Number _____

Authorized Signature _____ Date _____

**WorkFlow Studios (hereinafter "Seller") is a value-added distributor and reseller of computer systems which include but are not limited to hardware, software, documentation, and media ("Products"). This quote is provided to you as a buyer ("Buyer") of IBM trademarked software which is a Custom Product. Custom Products are Products: (i) that are non-franchised for Seller; or (ii) that are ordered based on the Buyer's specifications and/or unique requirements; or (iii) for which Seller has no return privileges with our supplier. Custom Products are not eligible for return, cancellation or re-scheduling once Buyer has placed an order with Seller. Buyer assumes full liability for payment of all Custom Products ordered by Buyer, whether in the form of raw materials, work-in-process or finished goods. Products are shipped F.O.B. point of origin (ExWorks Seller's facility). Title and risk of loss shall pass to Buyer upon Seller's delivery of Products to the carrier.



MEMO

DATE: June 21, 2016

TO: Keith Dagen – Director of Finance

FROM: Todd Gastorf – Purchasing Manager *TG*

SUBJECT: Award of Bid #63-16 for the cooperative purchase of a Mack GU532 cab/chassis with sewer jet/3-yard vacuum body truck for Water Utilities to East Texas Mack Sales, LLC in the amount of \$261,212 through the Region VIII Education Service Center's cooperative purchasing program, The Interlocal Purchasing System ("TIPS"), on Contract #2102314

Proposed Date of Award: June 27, 2016

I concur with the recommendations of Ernest Ramos – Fleet and Materials Manager and Travis Switzer – Assistant Director of Public Services, and request permission to issue a purchase order for the above referenced cab/chassis with sewer jet/3-yard vacuum body truck to East Texas Mack Sales, LLC in the amount of \$261,212, as per the attached quote.

The above referenced cab/chassis with sewer jet/3-yard vacuum body truck has been competitively bid through TIPS Contract #2102314. The City of Richardson participates in the TIPS program through its existing interlocal agreement for cooperative purchasing pursuant to Texas Government Code Chapter 791.025 and Texas Local Government Code Chapter 271.102. This agreement automatically renews annually unless either party gives prior notice of termination.

Funding is available in accounts 511-5521-503-7421 and 542-9760-583-7499, Project #WS1603.

Concur:


Keith Dagen

ATTACHMENTS



MEMO

DATE: June 8, 2016

TO: Todd Gastorf, Purchasing Manager

FROM: Ernie Ramos, Fleet & Materials Manager *E.R.*

RE: Capital Purchase Recommendation, Cab/Chassis w/ Sewer Jet/3-yard Vacuum Body Truck for Water Utilities via The Inter-local Purchasing System (TIPS), Contract # 2102314

I have reviewed the existing contract listed above and received a quote for a Cab/Chassis w/Sewer Jet/3-yard Vacuum Body Truck for the Water Utilities Department. I recommend purchasing the unit with options from East-Texas-Mack for \$261,212.00 via the contract listed above. This purchase is funded in accounts # 511-5521-503-7421, \$215,000. The remaining \$50,000 of funding is in Account # 542-9760-583-7499, Project # WS1603.

The total also includes the trade-in value of \$10,000 for the City's existing unit, 57103, which will need to be relinquished once the new unit is delivered and in-service. The contact for this purchase is Mr. Matt Miller, and he can be reached at (800) 441-8505, or E-mail: Matt.Miller@East-Texas-Mack.com, or fax (903) 758-0275.

Attachment/s: Copy of Quote (17-pages)
Copy of TIPS Letter, (1-pages)

CC: Hunter Stephens, Water Utility Systems Superintendent
Travis Switzer, Assistant Director of Public Services
Darryl Fourte, Director of Public Services
Don Magner, First Assistant City Manager

: ER



MEMO

TO: Todd Gastorf, Purchasing Supervisor

FROM: Travis Switzer, Assistant Director of Public Services 

DATE: June 20, 2016

SUBJECT: Cab/Chassis w/ Sewer Jet/3-Yard Vacuum Body Truck, via The Inter-local Purchasing System (TIPS), Contract #2102314

I concur with the recommendation of Ernie Ramos, Fleet & Materials Manager, to purchase one Cab/Chassis w/Sewer Jet/3-yard Vacuum Body Truck in the amount of \$261,212. Funding for this purchase will be from account #511-5521-503-7421 (\$215,000), and account #542-9760-583-7499 (\$46,212), Project # WS1603.

Please reference Mr. Ramos' memo dated June 8, 2016.

xc: Darryl E. Fourte, Director of Public Services
Hunter Stephens, Assistant Director of Public Services



June 14, 2016

City of Richardson
Attn: Todd Gastorf
411 W. Arapaho Rd.
Richardson, TX 75080

RE: Awarded Vendor Contract – East Texas Mack Sales LLC
Contract #2102314 Commodity Contract: Heavy Duty Trucks and Trailers
Awarded October 23, 2014 effective through October 23, 2017
Reference #: AHQN018317A

TO WHOM IT MAY CONCERN:

The Interlocal Purchasing System (TIPS) verifies that East Texas Mack Sales LLC is an Awarded Vendor for The Interlocal Purchasing System (TIPS), and is authorized to perform work under Contract #2102314.

With specific respect to the quote from East Texas Mack Sales LLC for City of Richardson dated 05/24/16 in the amount totaling \$261,212.00, the quote has been reviewed by TIPS and found to be within the parameters of the awarded contract as listed above.

If you have any questions, you may reach me at 866-839-8477 or by email to kthompson@reg8.net.

Sincerely,

Kim Thompson

Kim Thompson
TIPS Office Manager

THIS QUOTE IS FOR A COMPLETED UNIT INCLUDING 3 YD VacHunter BODY TO BE
INSTALLED & COMPLETED BY TEXAS UNDERGROUND.
PRICE IS QUOTED THROUGH OUR COOPERATIVE CONTRACT WITH:
THE INTERLOCAL PURCHASING SYSTEM (TIPS)



PROPOSAL

Especially Prepared For:

ERNIE RAMOS
CITY OF RICHARDSON, TX

Presented By:

MATT MILLER
East Texas Mack Truck Sales LLC
903-647-0548
2934 Hwy 31
Longview, Texas 75606
MATT.MILLER@EAST-TEXAS-MACK.COM

Especially Prepared For: ERNIE RAMOS
CITY OF RICHARDSON, TX

RE: MACK GRANITE AXLE BACK (GU532)
PUMPER (NON CONCRETE) . . Inner City

ERNIE RAMOS,

Thank you for the opportunity to review your current truck needs and present this proposal. The accompanying proposal has been prepared to give you the complete specifications and performance details of the unit best suited for your operations. Today, as costs continue to rise, we know you demand a truck that will be the most economical in the long run. Several factors that I believe are important in achieving this goal are:

- * Improved Fuel Economy
- * Reduced Maintenance
- * Improved Productivity
- * High Resale Value

The enclosed specifications and recommendations have been carefully designed to meet all these objectives. I think that after reviewing this proposal you will come to the same conclusion that so many operators are coming to:

"MACK Has What It Takes!!"

I look forward to meeting with you and to discuss any questions you might have regarding this proposal.

Sincerely,

MATT MILLER
East Texas Mack Truck Sales LLC



CHASSIS SPECIFICATIONS SUMMARY

May 24, 2016

2017 MACK GU532

PUMPER (NON CONCRETE) . . Inner City
STRAIGHT TRUCK WITHOUT TRAILER

Engine	CUMMINS ISL-D 345HP	Transmission	3000-RDS-6
		Clutch	OMIT CLUTCH
Front Axle	14,600# FXL14.6	Rear Axle	23,000# RS-23-160 Ratio 4.30
Suspension	14,600#	Suspension	23,000# MULTILEAF
Tires	Front: 11R22.5 Rear: 11R22.5	Wheels	22.5x8.25 ALUMINUM DISC 22.5x8.25 STEEL DISC (10 HOLE)
Ratings	GVW: 36,220# GCW: 80,000#	Fuel Tanks	LH: 66gal
Fifth Wheel		Sleeper	

PRICING SUMMARY

	<u>Total Price</u>
SELLING PRICE (Excluding Taxes/Fees/Trade)	\$271,371.70
Surcharge	\$0.00
Net FRET or Canadian GST Taxes	\$0.00
Tire Tax Credit (Municipal Only)	(\$159.70)
Sales/Usage Taxes	\$0.00
License/Title/Etc.	
Misc Fees	
Trade	\$10,000.00
ACQUISITION COST (Include Trade if applies)	\$261,212.00
Less Down Payment	
BALANCE DUE Per Unit	\$261,212.00
PRICE (Total Order)	\$261,212.00
BALANCE DUE (Total Order)	\$261,212.00

Total Quantity: 1

Estimated Total Weight: 12,870#

Reference#: AHQN018317A

X _____
Prepared For: Customer Signature Date

CITY OF RICHARDSON, TX

Phone: --
Fax: --

X _____
Presented By: Dealer Signature Date

MATT MILLER
East Texas Mack Truck Sales LLC
903-647-0548
Longview, Texas 75606
(800) 441-8505
MATT.MILLER@EAST-TEXAS-MACK.COM



MEMO

DATE: June 22, 2016

TO: Keith Dagen – Director of Finance

FROM: Todd Gastorf – Purchasing Manager 

SUBJECT: Award of Bid #65-16 for a cooperative Annual Requirements Contract for Chevrolet Automotive & Light Truck OEM Parts to Friendly Chevrolet through the City of Plano Bid #2014-250-C pursuant to the percentage discount specified

Proposed Date of Award: June 27, 2016

I concur with the recommendation of Ernest Ramos – Fleet and Materials Manager, and request permission to issue an annual requirements contract for Chevrolet automotive & light truck OEM parts to Friendly Chevrolet pursuant to the percentage discount specified.

The City of Plano competitively bid an annual requirements contract for the above referenced goods on Bid #2014-250-C. The initial contract was awarded by the City of Plano on July 31, 2014 for a term of one (1) year with options to renew for up to three (3) additional one-year periods. The City of Plano has exercised two renewal options to extend the contract through July 31, 2017. Friendly Chevrolet has agreed to extend the percentage discount to the City of Richardson.

The award of this contract allows the city to purchase Chevrolet automotive & light truck OEM parts as the requirements and needs of the city arise on an annual basis and during any subsequent renewal period(s). Since the city is not obligated to pay for a minimum or maximum amount of goods, payment will be rendered pursuant to the percentage discount specified.

The City of Richardson and the City of Plano have an existing interlocal agreement for cooperative purchasing, which grants us the authority to cooperatively purchase goods and services as provided by Texas Government Code Chapter 791.025 and Texas Local Government Code Chapter 271.102. This interlocal agreement renews annually unless terminated by either party with thirty (30) days written notice.

Concur:


Keith Dagen

ATTACHMENTS



MEMO

DATE: June 17, 2016
TO: Todd Gastorf, Purchasing Manager
FROM: Ernie Ramos, Fleet & Materials Manager 
RE: Chevrolet Auto & Light Truck OEM Parts, City of Plano Contract #
2014-250-C

I recommend that we continue to utilize the existing contract for Chevrolet Auto & Light Truck OEM Parts through Friendly Chevrolet established by the City of Plano. Staff have reviewed the contract, and anticipate spending \$60,000 on an annual basis. The parts will be charged to accounts 011-7020-505-6509 and 011-7020-505-6562.

: ER

CC: Jon Nieman, Material & Parts Supervisor
Keith Dagen, Director of Finance

friendly chevrolet isuzu

Bid Contact **robert fayette**
rfayette@friendlychevy.com
Ph 214-920-4100

Address **2754 n stemmons**
214-920-4100
dallas, TX 75207

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch.	Docs
2014-250-C--01-01	PERCENTAGE DISCOUNT OFF MANUFACTURER'S LIST PRICE	Supplier Product Code: GM OEM PARTS	First Offer - 38.00%	1 / each	38.00%	Y
					Supplier Total	\$0.00



City of Plano
1520 K Avenue
Plano, TX 75074

P.O. Box 860358
Plano, TX 75086-0358
Tel: 972.941.7000
plano.gov

July 31, 2014

Friendly Chevrolet
Robert Fayette
2754 N. Stemmons Frwy
Dallas, TX 75207

RE: Contract No: 2014-250-C Chevrolet Automotive & Light Truck OEM Parts
(Annual Contract with City Optional Renewals)
Vendor No: 94318
Contract Dates: 7/31/2014-7/31/2018
(Annual contract with renewals)

Dear Mr. Fayette:

The City has awarded the above referenced contract/line items to your company. It is understood all terms, conditions and prices will be held firm during the contract period.

Payment Terms: The payment terms for this contract are net 30. Invoices must be submitted to the following address:

Remit To: City of Plano - Accounting Department
P.O. Box 860279
Plano, Texas 75086-0279

Department Contact:

Name: Josh Mathewes
Dept: Warehouse
Telephone: (972) 769-4283

Delivery Location:

City Warehouse
4100 West Plano Parkway
Plano, TX 75093

You will have five (5) days to acknowledge receipt of this letter. Please sign and return via email or fax at the number below.

Signature

Date

Print Name



City of Plano
1520 K Avenue
Plano, TX 75074

P.O. Box 860358
Plano, TX 75086-0358
Tel: 972.941.7000
plano.gov

April 10, 2015

Friendly Chevrolet
Robert Fayette
2754 N. Stemmons Frwy
Dallas, TX 75207

RE: **Bid #2014-250-C: Chevrolet Automotive & Light truck OEM Parts**
Vendor No.: 94318
Term of Bid: 7/31/2015-7/31/2016
(Annual Contract W/City Optional Renewals)

Dear Mr. Fayette,,

The City of Plano has decided to renew the above referenced contract. It is understood all terms and conditions will be held firm during the contract period. Using departments will order on an "as needed" basis utilizing "Contract Release Orders" (CRO's). Please note the invoice must reference the City of Plano CRO number.

Payment Terms: The payment terms for this contract are net 30. Invoices must be submitted in duplicate to the following address:

Remit To:
City of Plano - Accounting Department
P.O. Box 86027
Plano, Texas 75086-0279

Department Contact:
Name/Title: Josh Mathewes
Department: Warehouse
Telephone: (972) 769-4283

If you have any further questions, please contact Teresa Shelstad, Purchasing Division at (972) 941-7539
Thank you,

Teresa Shelstad

Teresa Shelstad
Buyer
City of Plano Purchasing Dept.



City of Plano
1520 K Avenue
Plano, TX 75074

P.O. Box 860358
Plano, TX 75086-0358
Tel: 972.941.7000
plano.gov

June 6, 2016

Friendly Chevrolet
Nathan Lawlis
2754 N. Stemmons Frwy
Dallas, TX 75207

RE: Bid #2014-250-C: Chevrolet Automotive & Light truck OEM Parts
Vendor No.: 94318
Term of Bid: 7/31/2016-7/31/2017
(Annual Contract W/City Optional Renewals)

Dear Mr. Lawlis,

The City of Plano has decided to renew the above referenced contract. It is understood all terms and conditions will be held firm during the contract period. Using departments will order on an "as needed" basis utilizing "Contract Release Orders" (CRO's). Please note the invoice must reference the City of Plano CRO number.

Payment Terms: The payment terms for this contract are net 30. Invoices must be submitted in duplicate to the following address:

Remit To:
City of Plano - Accounting Department
P.O. Box 86027
Plano, Texas 75086-0279

Department Contact:
Name/Title: Josh Mathewes
Department: Warehouse
Telephone: (972) 769-4283

If you have any further questions, please contact Teresa Shelstad, Purchasing Division at (972) 941-7539
Thank you,

Sharron Mason

Sharron Mason
Senior Buyer
City of Plano Purchasing Dept.



MEMO

DATE: June 21, 2016

TO: Keith Dagen – Director of Finance

FROM: Todd Gastorf – Purchasing Manager *TG*

SUBJECT: Award of Bid #66-16 for cooperative purchase of law enforcement body worn cameras, in-car cameras, conducted electrical weapons, and associated equipment and video storage to TASER International for a total cost of \$901,057.57 over five (5) years through The Local Government Purchasing Cooperative (“BuyBoard”) Contract #500-15

Proposed Date of Award: June 27, 2016

I concur with the recommendations of Jimmy Spivey – Chief of Police and Steve Graves – Chief Information Officer, and request permission to issue a contract to TASER International, Inc. for the above referenced items for a total award amount of \$901,057.57 over five (5) years, which includes \$1,087.57 shipping and handling fees, as outlined in the attached quotation. Prices for the products provided in the quotation will be fixed for the duration of the five-year term.

The above referenced items have been competitively bid through BuyBoard Contract #500-15. The City of Richardson is a member of BuyBoard through its existing interlocal agreement for cooperative purchasing pursuant to Texas Government Code Chapter 791.025 and Texas Local Government Code Chapter 271.102. This agreement automatically renews annually unless either party gives prior notice of termination.

Funding for FY 2015-16 expenditures in the amount of \$221,047.57 are available in accounts 011-0540-514-7451 (Hardware) and 011-0540-514-3497 (Cloud Services). Expenditures in future years will be contingent upon sufficient funds being appropriated for this purpose on an annual basis.

Concur:


Keith Dagen

ATTACHMENTS

R

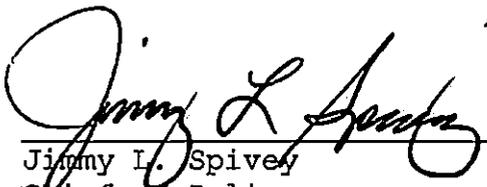


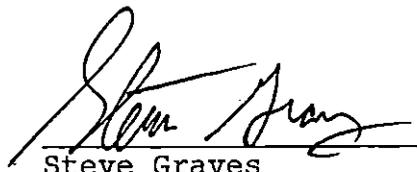
MEMO

Date: June 21, 2016
To: Todd Gastorf, Purchasing Manager
From: Jimmy L. Spivey, Chief of Police
Steve Graves, Chief Information Officer
Ref: Award of Bid #66-16

After review of BID #66-16 it is the recommendation of the Richardson Police Department and Information Technology that we proceed with the purchase of body worn cameras, in car cameras, conducted electrical weapons, and associated equipment and video storage from Taser International. This will be for an amount not to exceed \$901,057.57 over five years which includes shipping and handling fees. Funding for FY 2015-16 will be from accounts 011-0540-514-7451 (Hardware) and 011-0540-514-3497 (Cloud Services).

Thank You for your attention to this matter.


Jimmy L. Spivey
Chief of Police
Richardson Police Department


Steve Graves
Chief Information Officer
Information Technology

/dm

cc: Danny Martin, Assistant Chief
Daniel Robb, Captain
Keith Dagen, Director of Finance
Jennifer Wilson, Fiscal Affairs

TASER International

Protect Life. Protect Truth.

17800 N 85th St.
Scottsdale, Arizona 85255
United States
Phone: (800) 978-2737
Fax:



JIMMY SPIVEY

(972) 744-4800
(972) 7445996
jim.spivey@cor.gov

Quotation

Quote: Q-72665-1
Date: 6/15/2016 8:41 AM
Quote Expiration: 6/30/2016
Contract Start Date*: 9/1/2016
Contract Term: 5 years

AX Account Number:
451087

Bill To:

Richardson Police Department - TX
140 N GREENVILLE AVE
RICHARDSON, TX 75081
US

Ship To:

JIMMY SPIVEY
Richardson Police Department - TX
140 N GREENVILLE AVE
Richardson, TX 75081
US

SALESPERSON	PHONE	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Marcus Boehler		mboehler@taser.com	Fedex - Ground	Net 30

*Note this will vary based on the shipment date of the product.

Grant Items: Delivery Request 1 Sep 2016

Payment due by Net 30. This Group contains all the items that are acceptable for the Texas Grant.

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
110	85123	EVIDENCE.COM UNLIMITED LICENSE YEAR 1 PAYMENT	USD 948.00	USD 104,280.00	USD 0.00	USD 104,280.00
4,400	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
110	74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK	USD 399.00	USD 43,890.00	USD 0.00	USD 43,890.00
110	74020	MAGNET MOUNT, FLEXIBLE, AXON BODY 2	USD 0.00	USD 0.00	USD 0.00	USD 0.00
110	74021	MAGNET MOUNT, THICK OUTERWEAR, AXON BODY 2	USD 0.00	USD 0.00	USD 0.00	USD 0.00
140	73004	WALL CHARGER, USB SYNC CABLE, FLEX	USD 0.00	USD 0.00	USD 0.00	USD 0.00
18	74008	AXON DOCK, 6 BAY + CORE, AXON BODY 2	USD 1,495.00	USD 26,910.00	USD 0.00	USD 26,910.00
18	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	USD 35.00	USD 630.00	USD 0.00	USD 630.00
10	85079	TASER ASSURANCE PLAN ETM/ EVIDENCE.COM DOCK ANNUAL PAYMENT	USD 36.00	USD 360.00	USD 0.00	USD 360.00

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
10	74009	AXON DOCK, SINGLE BAY + CORE, AXON BODY 2	USD 249.00	USD 2,490.00	USD 0.00	USD 2,490.00
Grant Items: Delivery Request 1 Sep 2016 Total Before Discounts:						USD 178,560.00
Grant Items: Delivery Request 1 Sep 2016 Net Amount Due:						USD 178,560.00

Non Grant Items: Delivery Request: 1 Sep 2016.
Payment due by Net 30

All discounts contained within this quote are conditional upon executing the contract on or before June 30th. This quote and subsequent discounts expire after June 30th.

The second TAP bundle of 30 Axon Body 2 Cameras and 30 Standard Licenses is for Detectives, Part-Time, and Non-Essential personnel. These cameras and licenses are intended only for periodical use and do not have an unlimited data license.

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
110	85115	OFFICER SAFETY PLAN CEW TRUE UP PAYMENT	USD 240.00	USD 26,400.00	USD 0.00	USD 26,400.00
5	89101	PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 1 PAYMENT	USD 468.00	USD 2,340.00	USD 2,340.00	USD 0.00
150	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
22	88101	STANDARD EVIDENCE.COM LICENSE: YEAR 1 PAYMENT	USD 300.00	USD 6,600.00	USD 6,600.00	USD 0.00
440	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
1	85055	PREMIUM PLUS SERVICE	USD 15,000.00	USD 15,000.00	USD 0.00	USD 15,000.00
4	74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK	USD 0.00	USD 0.00	USD 0.00	USD 0.00
4	74020	MAGNET MOUNT, FLEXIBLE, AXON BODY 2	USD 0.00	USD 0.00	USD 0.00	USD 0.00
4	74021	MAGNET MOUNT, THICK OUTERWEAR, AXON BODY 2	USD 0.00	USD 0.00	USD 0.00	USD 0.00
4	73004	WALL CHARGER, USB SYNC CABLE, FLEX	USD 0.00	USD 0.00	USD 0.00	USD 0.00
5	74008	AXON DOCK, 6 BAY + CORE, AXON BODY 2	USD 1,495.00	USD 7,475.00	USD 7,475.00	USD 0.00
110	85100	EVIDENCE.COM INTEGRATION LICENSE: ANNUAL PAYMENT	USD 180.00	USD 19,800.00	USD 19,800.00	USD 0.00
30	74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK	USD 399.00	USD 11,970.00	USD 11,970.00	USD 0.00
30	74020	MAGNET MOUNT, FLEXIBLE, AXON BODY 2	USD 0.00	USD 0.00	USD 0.00	USD 0.00
30	74021	MAGNET MOUNT, THICK OUTERWEAR, AXON BODY 2	USD 0.00	USD 0.00	USD 0.00	USD 0.00
30	73004	WALL CHARGER, USB SYNC CABLE, FLEX	USD 0.00	USD 0.00	USD 0.00	USD 0.00
30	85070	TASER ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM	USD 204.00	USD 6,120.00	USD 6,120.00	USD 0.00
30	88101	STANDARD EVIDENCE.COM LICENSE: YEAR 1 PAYMENT	USD 300.00	USD 9,000.00	USD 9,000.00	USD 0.00
600	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
1	50139	AXON CONVERT	USD 1,500.00	USD 1,500.00	USD 1,500.00	USD 0.00
1	50075	AXON DETECT	USD 5,500.00	USD 5,500.00	USD 5,500.00	USD 0.00
1	50135	AXON FIVE PROFESSIONAL	USD 2,975.00	USD 2,975.00	USD 2,975.00	USD 0.00
110	22003	HANDLE, YELLOW, CLASS III, X2	USD 0.00	USD 0.00	USD 0.00	USD 0.00
15	22504	HOLSTER, BLACKHAWK, LEFT, X2, 44HT01BK-L-B	USD 0.00	USD 0.00	USD 0.00	USD 0.00
95	22501	HOLSTER, BLACKHAWK, RIGHT, X2, 44HT01BK-R-B	USD 0.00	USD 0.00	USD 0.00	USD 0.00
110	22011	APPM, BATTERY PACK, AUTO SHUT OFF, X2/X26P	USD 0.00	USD 0.00	USD 0.00	USD 0.00
110	22014	WARRANTY, 4 YEAR, X2	USD 0.00	USD 0.00	USD 0.00	USD 0.00
Non Grant Items: Delivery Request: 1 Sep 2016. Payment due by Net 30 Total Before Discounts:						USD 114,680.00
Non Grant Items: Delivery Request: 1 Sep 2016. Payment due by Net 30 Discount:						USD 73,280.00
Non Grant Items: Delivery Request: 1 Sep 2016. Payment due by Net 30 Net Amount Due:						USD 41,400.00

Axon Fleet Phase: Delivery Request 1 Jan 2017.
Payment due by Net 30

This phase consists of Axon Fleet Hardware Bundle and Fleet Unlimited. Delivery is requested for January 1 and payment is not due until net 30 days from delivery.

The Fleet Trade In Program credit is applied on the OSP License of Year 2 Phase 2.

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
100	74003	CAMERA SYSTEM, AXON FLEET	USD 399.00	USD 39,900.00	USD 14,950.00	USD 24,950.00
100	87032	4 YEAR EXTENDED WARRANTY AXON FLEET	USD 0.00	USD 0.00	USD 0.00	USD 0.00
100	74025	MOUNT ASSEMBLY, AXON FLEET	USD 0.00	USD 0.00	USD 0.00	USD 0.00
50	70112	AXON SIGNAL UNIT	USD 0.00	USD 0.00	USD 0.00	USD 0.00
100	74024	BATTERY SYSTEM, AXON FLEET	USD 0.00	USD 0.00	USD 0.00	USD 0.00
50	74027	CONNECTOR, RF TRANSCEIVER, USB	USD 0.00	USD 0.00	USD 0.00	USD 0.00
50	85163	UNLIMITED EVIDENCE.COM FLEET: YEAR 1 PAYMENT	USD 468.00	USD 23,400.00	USD 23,400.00	USD 0.00
600	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
4	74003	CAMERA SYSTEM, AXON FLEET	USD 399.00	USD 1,596.00	USD 1,596.00	USD 0.00
4	74025	MOUNT ASSEMBLY, AXON FLEET	USD 79.95	USD 319.80	USD 319.80	USD 0.00
2	85146	AXON 1-DAY SERVICE	USD 2,000.00	USD 4,000.00	USD 4,000.00	USD 0.00
Axon Fleet Phase: Delivery Request 1 Jan 2017. Payment due by Net 30 Total Before Discounts:						USD 69,215.80
Axon Fleet Phase: Delivery Request 1 Jan 2017. Payment due by Net 30 Discount:						USD 44,265.80
Axon Fleet Phase: Delivery Request 1 Jan 2017. Payment due by Net 30 Net Amount Due:						USD 24,950.00

The Axon Fleet Trade in allows Richardson to receive a 1 for 1 trade in from their current Dash Camera system to Axon Fleet. The trade in value of 50 Axon Fleet systems is \$25,000. This discount is reflected on item #85131: OSP Year 2 payment.

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
110	85131	OFFICER SAFETY PLAN YEAR 2 PAYMENT	USD 1,188.00	USD 130,680.00	USD 24,970.00	USD 105,710.00
4,400	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
5	89201	PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 2 PAYMENT	USD 468.00	USD 2,340.00	USD 2,340.00	USD 0.00
150	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
22	88201	STANDARD EVIDENCE.COM LICENSE: YEAR 2 PAYMENT	USD 300.00	USD 6,600.00	USD 6,600.00	USD 0.00
440	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
110	85100	EVIDENCE.COM INTEGRATION LICENSE: ANNUAL PAYMENT	USD 180.00	USD 19,800.00	USD 4,510.00	USD 15,290.00
30	85070	TASER ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM	USD 204.00	USD 6,120.00	USD 0.00	USD 6,120.00
10	85079	TASER ASSURANCE PLAN ETM/ EVIDENCE.COM DOCK ANNUAL PAYMENT	USD 36.00	USD 360.00	USD 0.00	USD 360.00
30	88201	STANDARD EVIDENCE.COM LICENSE: YEAR 2 PAYMENT	USD 300.00	USD 9,000.00	USD 0.00	USD 9,000.00
1	50140	AXON CONVERT SUPPORT AND MAINTENANCE	USD 350.00	USD 350.00	USD 350.00	USD 0.00
1	50076	AXON DETECT SUPPORT AND MAINTENANCE	USD 1,475.00	USD 1,475.00	USD 1,475.00	USD 0.00
1	50136	AXON FIVE PROFESSIONAL SUPPORT AND MAINTENANCE	USD 975.00	USD 975.00	USD 975.00	USD 0.00
2017: 2nd year OSP payment Total Before Discounts:						USD 177,700.00
2017: 2nd year OSP payment Discount:						USD 41,220.00
2017: 2nd year OSP payment Net Amount Due:						USD 136,480.00

Due 2018 Year 3

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
110	85132	OFFICER SAFETY PLAN YEAR 3 PAYMENT	USD 1,188.00	USD 130,680.00	USD 16,500.00	USD 114,180.00
4,400	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
5	89301	PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 3 PAYMENT	USD 468.00	USD 2,340.00	USD 2,340.00	USD 0.00
150	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
22	88301	STANDARD EVIDENCE.COM LICENSE: YEAR 3 PAYMENT	USD 300.00	USD 6,600.00	USD 6,600.00	USD 0.00
440	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
30	85070	TASER ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM	USD 204.00	USD 6,120.00	USD 0.00	USD 6,120.00
10	85079	TASER ASSURANCE PLAN ETM/ EVIDENCE.COM DOCK ANNUAL PAYMENT	USD 36.00	USD 360.00	USD 0.00	USD 360.00
30	88301	STANDARD EVIDENCE.COM LICENSE: YEAR 3 PAYMENT	USD 300.00	USD 9,000.00	USD 0.00	USD 9,000.00

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
600	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
110	85100	EVIDENCE.COM INTEGRATION LICENSE: ANNUAL PAYMENT	USD 180.00	USD 19,800.00	USD 0.00	USD 19,800.00
50	85164	UNLIMITED EVIDENCE.COM FLEET: YEAR 2 PAYMENT	USD 468.00	USD 23,400.00	USD 0.00	USD 23,400.00
1	50140	AXON CONVERT SUPPORT AND MAINTENANCE	USD 350.00	USD 350.00	USD 350.00	USD 0.00
1	50076	AXON DETECT SUPPORT AND MAINTENANCE	USD 1,475.00	USD 1,475.00	USD 1,475.00	USD 0.00
1	50136	AXON FIVE PROFESSIONAL SUPPORT AND MAINTENANCE	USD 975.00	USD 975.00	USD 975.00	USD 0.00

Due 2018 Year 3 Total Before Discounts:	USD 201,100.00
Due 2018 Year 3 Discount:	USD 28,240.00
Due 2018 Year 3 Net Amount Due:	USD 172,860.00

Due 2019 Year 4

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
110	85133	OFFICER SAFETY PLAN YEAR 4 PAYMENT	USD 1,188.00	USD 130,680.00	USD 16,500.00	USD 114,180.00
4,400	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
5	89401	PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 4 PAYMENT	USD 468.00	USD 2,340.00	USD 2,340.00	USD 0.00
150	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
22	88401	STANDARD EVIDENCE.COM LICENSE: YEAR 4 PAYMENT	USD 300.00	USD 6,600.00	USD 6,600.00	USD 0.00
440	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
10	85079	TASER ASSURANCE PLAN ETM/ EVIDENCE.COM DOCK ANNUAL PAYMENT	USD 36.00	USD 360.00	USD 0.00	USD 360.00
30	85070	TASER ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM	USD 204.00	USD 6,120.00	USD 0.00	USD 6,120.00
30	88401	STANDARD EVIDENCE.COM LICENSE: YEAR 4 PAYMENT	USD 300.00	USD 9,000.00	USD 0.00	USD 9,000.00
600	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
110	85100	EVIDENCE.COM INTEGRATION LICENSE: ANNUAL PAYMENT	USD 180.00	USD 19,800.00	USD 0.00	USD 19,800.00
50	85165	UNLIMITED EVIDENCE.COM FLEET: YEAR 3 PAYMENT	USD 468.00	USD 23,400.00	USD 0.00	USD 23,400.00
1	50140	AXON CONVERT SUPPORT AND MAINTENANCE	USD 350.00	USD 350.00	USD 350.00	USD 0.00
1	50076	AXON DETECT SUPPORT AND MAINTENANCE	USD 1,475.00	USD 1,475.00	USD 1,475.00	USD 0.00
1	50136	AXON FIVE PROFESSIONAL SUPPORT AND MAINTENANCE	USD 975.00	USD 975.00	USD 975.00	USD 0.00

Due 2019 Year 4 Total Before Discounts:	USD 201,100.00
Due 2019 Year 4 Discount:	USD 28,240.00
Due 2019 Year 4 Net Amount Due:	USD 172,860.00

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
110	85134	OFFICER SAFETY PLAN YEAR 5 PAYMENT	USD 1,188.00	USD 130,680.00	USD 16,500.00	USD 114,180.00
4,400	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
5	89501	PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 5 PAYMENT	USD 468.00	USD 2,340.00	USD 2,340.00	USD 0.00
150	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
22	88501	STANDARD EVIDENCE.COM LICENSE: YEAR 5 PAYMENT	USD 300.00	USD 6,600.00	USD 6,600.00	USD 0.00
440	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
30	85070	TASER ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM	USD 204.00	USD 6,120.00	USD 0.00	USD 6,120.00
10	85079	TASER ASSURANCE PLAN ETM/ EVIDENCE.COM DOCK ANNUAL PAYMENT	USD 36.00	USD 360.00	USD 0.00	USD 360.00
30	88501	STANDARD EVIDENCE.COM LICENSE: YEAR 5 PAYMENT	USD 300.00	USD 9,000.00	USD 0.00	USD 9,000.00
600	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
110	85100	EVIDENCE.COM INTEGRATION LICENSE: ANNUAL PAYMENT	USD 180.00	USD 19,800.00	USD 0.00	USD 19,800.00
50	85166	UNLIMITED EVIDENCE.COM FLEET: YEAR 4 PAYMENT	USD 468.00	USD 23,400.00	USD 0.00	USD 23,400.00
1	50140	AXON CONVERT SUPPORT AND MAINTENANCE	USD 350.00	USD 350.00	USD 350.00	USD 0.00
1	50076	AXON DETECT SUPPORT AND MAINTENANCE	USD 1,475.00	USD 1,475.00	USD 1,475.00	USD 0.00
1	50136	AXON FIVE PROFESSIONAL SUPPORT AND MAINTENANCE	USD 975.00	USD 975.00	USD 975.00	USD 0.00

Due 2020 Year 5 Total Before Discounts:	USD 201,100.00
Due 2020 Year 5 Discount:	USD 28,240.00
Due 2020 Year 5 Net Amount Due:	USD 172,860.00

Subtotal	USD 899,970.00
Estimated Shipping & Handling Cost	USD 1,087.57
Grand Total	USD 901,057.57

Complimentary Evidence.com Tier Upgrade Through September 2016

This quote contains a purchase of either the Basic or Standard Evidence.com license. You will temporarily receive the features available with the Professional license for the Basic and Standard licenses purchased until September 2016. This is a free upgrade to your account so you can enjoy all the benefits of our most feature rich license tier. In September 2016 you will be prompted to select which users you would like to assign to each tier. This will have no impact on uploaded data.

Axon Pre-order

Thank you for your interest in Axon! This pre-order is a commitment to purchase Axon Body 2 and/or Axon Fleet. Axon Body 2 is available for delivery between 8-10 weeks after purchase date. Axon Fleet is available for delivery between August 1, 2016 and August 14, 2016. You will be notified if there are any delays. TASER reserves the right to make product changes without notice.

Officer Safety Plan Includes:

- Evidence.com Pro License
- Upgrades to your purchased AXON cameras and Docks at years 2.5 and 5 under TAP
- Extended warranties on AXON cameras and Docks for the duration of the Plan
- Unlimited Storage for your AXON devices and data from the Evidence Mobile App
- One TASER CEW of your choice with a 4 year extended warranty (5 years total of warranty coverage)
- One CEW holster and battery pack of your choice
- 20 GB of included storage for other digital media

Additional terms apply. Please refer to the Evidence.com Master Service Agreement for a full list of terms and conditions for the Officer Safety Plan.

Unlimited Axon Fleet License Includes:

- Evidence.com Pro License
- Extended warranty coverage on Axon Fleet cameras for the duration of the contract term
- Unlimited Storage for files uploaded from your Axon Fleet cameras

TASER International, Inc.'s Sales Terms and Conditions for Direct Sales to End User Purchasers

By signing this Quote, you are entering into a contract and you certify that you have read and agree to the provisions set forth in this Quote and TASER's Master Services and Purchasing Agreement posted at www.taser.com/legal. You represent that you are lawfully able to enter into contracts and if you are entering into this agreement for an entity, such as the company, municipality, or government agency you work for, you represent to TASER that you have legal authority to bind that entity. If you do not have this authority, do not sign this Quote.

Signature: _____ **Date:** _____
Name (Print): _____ **Title:** _____
PO# (if needed): _____

Quote: Q-72665-1

Please sign and email to Marcus Boehler at mboehler@taser.com or fax to

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