

RICHARDSON CITY COUNCIL
MARCH 28, 2011
7:30 P.M.
CIVIC CENTER/CITY HALL, 411 W. ARAPAHO, RICHARDSON, TX

- 1. INVOCATION**
 - 2. PLEDGE OF ALLEGIANCE: U.S. AND TEXAS FLAGS**
 - 3. MINUTES OF THE MARCH 14, 2011 MEETING**
-

4. VISITORS. (THE CITY COUNCIL INVITES CITIZENS TO ADDRESS THE COUNCIL ON ANY TOPIC NOT ALREADY SCHEDULED FOR PUBLIC HEARING. PRIOR TO THE MEETING, PLEASE COMPLETE A "CITY COUNCIL APPEARANCE CARD" AND PRESENT IT TO THE CITY SECRETARY. THE TIME LIMIT IS FIVE MINUTES PER SPEAKER.)
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ALL ITEMS LISTED UNDER ITEM 5 OF THE CONSENT AGENDA ARE CONSIDERED TO BE ROUTINE BY THE CITY COUNCIL AND WILL BE ENACTED BY ONE MOTION IN THE FORM LISTED BELOW. THERE WILL BE NO SEPARATE DISCUSSIONS OF THESE ITEMS. IF DISCUSSION IS DESIRED, THAT ITEM WILL BE REMOVED FROM THE CONSENT AGENDA AND WILL BE CONSIDERED SEPARATELY:

5. CONSENT AGENDA:

A. CONSIDER THE FOLLOWING ORDINANCES:

1. ORDINANCE NO. 3812, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND ZONING MAP TO GRANT A CHANGE IN ZONING TO GRANT A SPECIAL PERMIT FOR A PET RESCUE AND ADOPTION ORGANIZATION LOCATED AT 561 WEST CAMPBELL ROAD, LOCATED ON A 2.6-ACRE TRACT OF LAND ZONED LR-M(2) LOCAL RETAIL, SAID TRACT BEING DESCRIBED AS LOT 1, BLOCK 1, REVISED CHRISTON ADDITION IN DALLAS COUNTY, TEXAS.
2. ORDINANCE NO. 3813, AMENDING THE CODE OF ORDINANCES BY AMENDING SECTION 5-9 TO ALLOW ON LINE REGISTRATION FOR ANIMALS.

B. CONSIDER THE FOLLOWING RESOLUTIONS:

1. RESOLUTION NO. 11-10, APPROVING THE TERMS AND CONDITIONS OF AN AGREEMENT FOR MUTUAL AID BY AND BETWEEN THE CITY OF RICHARDSON, TEXAS AND OTHER PARTICIPATING LOCAL GOVERNMENTS OF THE STATE OF TEXAS FOR THE PURPOSE OF PROVIDING FIRE PROTECTION SERVICES IN THE EVENT OF AN EMERGENCY, DISASTER AND/OR CIVIL DISASTER AS PROVIDED IN THE AGREEMENT.
2. RESOLUTION NO. 11-11, AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE ECONOMIC DEVELOPMENT AGREEMENTS PURSUANT TO CHAPTER 380, TEXAS LOCAL GOVERNMENT CODE, BY AND BETWEEN THE CITY OF RICHARDSON AND VCE COMPANY, LLC (VCE).

C. CONSIDER ADVERTISEMENT OF THE FOLLOWING BIDS:

1. BID #22-11 – WATERLINE AND PAVEMENT REPLACEMENT PROJECT (MEADOWGATE/ALLISON/PIPER/DRAKE). BIDS TO BE RECEIVED BY THURSDAY, APRIL 21, 2011 AT 2:00 P.M.
2. RE-BID #34-11 AND REJECTION OF BID #05-11 – 800 BLOCK OF JAMES DRIVE STORM SEWER IMPROVEMENTS. BIDS TO BE RECEIVED BY WEDNESDAY, APRIL 20, 2011 AT 2:00 P.M.

D. CONSIDER AWARD OF THE FOLLOWING BIDS:

1. BID #27-11 – WE RECOMMEND THE AWARD TO JONESPLAN OF TEXAS LLC, FOR THE PARKS RENOVATIONS – IRRIGATION SYSTEMS (BERKNER PARK/CANYON CREEK PARK/YALE PARK) IN THE AMOUNT OF \$373,695.
2. BID #32-11 – WE REQUEST AUTHORIZATION TO ISSUE A COOPERATIVE CONTRACT FOR PAVEMENT LEVELING SERVICES TO NORTEX CONCRETE LIFT & STABILIZATION, INC. PURSUANT TO UNIT PRICES THROUGH THE CITY OF GRAND PRAIRIE BID #07037.
3. BID #33-11 – WE RECOMMEND THE AWARD TO ALLSTAR RESTORATION FOR THE EMERGENCY PURCHASE TO REPAIR WATER LINE DAMAGE AT THE CHARLES W. EISEMANN CENTER FOR AN AMOUNT NOT TO EXCEED \$93,733.70 PURSUANT TO LOCAL GOVERNMENT CODE, CHAPTER 252.022(A)(1)(2)(3) FOR A PROCUREMENT THAT REQUIRES IMMEDIATE APPROPRIATION OF MONEY DUE TO A PUBLIC CALAMITY, TO PROTECT THE PUBLIC HEALTH OF CITIZENS, AND TO REPAIR THE UNFORESEEN DAMAGE OF PUBLIC EQUIPMENT.

THE RICHARDSON CITY COUNCIL WILL MEET AT 5:30 P.M. ON MONDAY, MARCH 28, 2011, IN THE RICHARDSON ROOM OF THE CIVIC CENTER/CITY HALL, 411 W. ARAPAHO, RICHARDSON, TEXAS. 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. THIS BUILDING IS WHEELCHAIR ACCESSIBLE. ANY REQUESTS FOR SIGN INTERPRETIVE SERVICES MUST BE MADE 48 HOURS AHEAD OF THE MEETING. TO MAKE ARRANGEMENTS, CALL 972-744-4000 VIA TDD OR CALL 1-800-735-2989 TO REACH 972-744-4000.

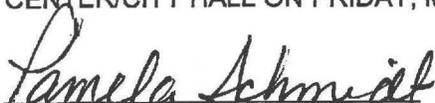
WORK SESSION – 6:00 P.M.:

- Call to Order
- A. Review and Discuss Items Listed on the City Council Meeting Agenda
- B. Presentation of Proclamation for Cathy Cawthon’s Service to the Richardson Soccer Association
- C. Review and Discuss Community Meeting 2, Phase 2 and Draft Ordinance – West Spring Valley Corridor Reinvestment Study
- D. Report on Items of Community Interest

EXECUTIVE SESSION

- In compliance with Section 551.071(2) of the Texas Government Code, Council will convene into a closed session to discuss the following:
 - Consultation with City Attorney
 - To seek legal advice regarding Land Use and Development Regulations for the West Spring Valley Corridor
- Council will reconvene into open session, and take action, if any, on matters discussed in executive session.

I CERTIFY THE ABOVE AGENDA WAS POSTED ON THE BULLETIN BOARD AT THE CIVIC CENTER/CITY HALL ON FRIDAY, MARCH 25, 2011, BY 5:00 P.M.


CITY SECRETARY

MINUTES OF A REGULAR MEETING OF THE CITY COUNCIL
March 14, 2011
City of Richardson, Texas

A Regular Meeting of the City Council was held at 7:30 p.m., Monday, March 14, 2011 with a quorum of said Council present, to-wit:

Gary Slagel	Mayor
Bob Townsend	Mayor Pro Tem
Mark Solomon	Council member
John Murphy	Council member
Bob Macy	Council member
Steve Mitchell	Council member
Amir Omar	Council member

City staff present:

Bill Keffler	City Manager
Dan Johnson	Deputy City Manager
Michelle Thames	Assistant City Manager Administrative Services
David Morgan	Assistant City Manager Community Services
Cliff Miller	Assistant City Manager Development Services
EA Hoppe	Assistant to the City Manager
Pamela Schmidt	City Secretary
Sam Chavez	Asst. Director of Development Services - Planning

1. **INVOCATION**
2. **PLEDGE OF ALLEGIANCE: U.S. AND TEXAS FLAGS**
3. **MINUTES OF THE FEBRUARY 28, 2011 MEETING**

ACTION TAKEN: Mr. Omar moved approval of the minutes as presented; second by Mr. Solomon, and the motion was approved with a unanimous vote.

4. **VISITORS.** *(THE CITY COUNCIL INVITES CITIZENS TO ADDRESS THE COUNCIL ON ANY TOPIC NOT ALREADY SCHEDULED FOR PUBLIC HEARING. PRIOR TO THE MEETING, PLEASE COMPLETE A "CITY COUNCIL APPEARANCE CARD" AND PRESENT IT TO THE CITY SECRETARY. THE TIME LIMIT IS FIVE MINUTES PER SPEAKER.)*

None

5. **CONSIDER APPOINTMENTS TO THE HOSPITAL AUTHORITY BOARD.**

ACTION TAKEN: Mr. Murphy moved approval of appointment of Mable Simpson for a term expiring December 2013 and Frank Leftwich for a term expiring December 2013; second by Mr. Mitchell, and the motion was approved with a unanimous vote.

PUBLIC HEARING ITEMS:

6. PUBLIC HEARING, ZONING FILE 11-02: A REQUEST BY ELISE BISSELL, REPRESENTING TAKE ME HOME PET RESCUE, FOR A SPECIAL PERMIT FOR A PET RESCUE CENTER AND ADOPTION ORGANIZATION AT 561 W. CAMPBELL ROAD (SOUTH OF CAMPBELL ROAD, EAST OF NANTUCKET DRIVE). THE PROPERTY IS CURRENTLY ZONED LR-M(2) LOCAL RETAIL.

Mr. Keffler advised that the facility was located in a 2,800 sq. ft. lease space within a 25,000 sq. ft. retail building in the Campbell Road and Nantucket area. He stated that the lease space was previously used by a veterinarian's office and has been adequately separated from the adjacent lease spaces in place. He advised that the Plan Commission reviewed the case on February 15 and recommended approval with a 7-0 vote. He asked Sam Chavez, Asst. Director of Development Services – Planning, to brief the Council.

Mr. Chavez stated the item is a request for a special permit for a pet rescue center and pet adoption organization. The proposed used includes general office uses, a pet photography studio, the adoption center, temporary housing for small animals being prepared for adoption and pet related sales items. He referred to correspondence received; one of which addressed health and safety concerns. He confirmed the Plan Commission's review on February 15, 2011 and recommendation of approval of the request.

Mayor Slagel opened the public hearing and invited the applicant to the podium.

Elise Bissell, Executive Director, 2417 Custer Cove; Kristi Cameron, Foster Coordinator, 1025 Hall Drive, Wylie; and Pam Nachajski, President, 241 Meadowlark, presented a hard copy of the presentation to the Council. Ms. Bissell noted that they are a 100% nonprofit organization committed to helping reduce the homeless pet overpopulation by rescuing dogs and cats from local kill shelters and from other unfortunate situations. Ms. Bissell explained that they began with a small group of moms and children in 2008. To date, they have saved over 600 dogs and cats. The animals are currently fostered in their homes; seen by veterinarians to receive tests, be spayed and neutered, and temperament tested before being placed for adoption. She stated that they have grown quickly and that they need an office to maintain their records, supplies and the photography studio for taking pictures of the animals. Ms. Cameron stated they would be offering free training classes, counseling before adoption to reduce the number of animals returned, will offer classes in medical, disease and infection prevention; and advised that all proceeds from the photography taken by Ms. Bissell is donated back to the Rescue. Ms. Nachajski stated they would also have space for community meetings to learn about animal rescue and animal care.

Council members commented favorably about the request and the rescue of animals. In response to Mr. Murphy, Ms. Bissell stated that they will take any animal that passes the temperament test and will be a good pet. Mr. Solomon noted that the various pet rescue groups in the area tremendously aid the Richardson Animal Shelter to allow it to have one of the highest adoption rates in the area.

Maggie Sproull, 2902 Canyon Brook Drive, stated she is 11 years old, has a great love for all kinds of animals and it breaks her heart to think about animals being unnecessarily killed in shelters. She provided personal examples of animals assisted by the Take Me Home Pet Rescue. She spoke in favor of the request and stated she was looking forward to volunteering as a girl scout at the facility.

Maribeth Schlobohm, 610 Old Campbell Road, Suite 112, submitted an appearance card in opposition to the request, but was not present to address the Council.

Mr. Solomon moved to close the public hearing; second by Mr. Omar and the motion was approved with a unanimous vote.

ACTION TAKEN: Mr. Mitchell moved approval of ZF 11-02; second by Mr. Solomon and the motion carried with a unanimous vote.

ACTION ITEMS:

7. VARIANCES 11-03 AND 11-04: A REQUEST BY STEPHEN AQUINO, REPRESENTING GKKWORKS, FOR APPROVAL OF TWO (2) VARIANCES FROM SUBDIVISION AND DEVELOPMENT CODE. THE FIRST VARIANCE (VAR 11-03) IS A REQUEST FROM ARTICLE III, SECTION 21-47(G), SCREENING AND OPEN SPACE, TO ELIMINATE THE REQUIREMENT FOR REPLACEMENT OR INSTALLATION OF ADDITIONAL SCREENING FOR THE EXISTING GROUND LEVEL EQUIPMENT AND UTILITIES. THE SECOND VARIANCE (VAR 11-04) IS A REQUEST FROM ARTICLE III, SECTION 21-47(I), SCREENING AND OPEN SPACE, TO ELIMINATE THE REQUIREMENT OF A 6 FOOT HIGH MASONRY SCREENING WALL FOR THE TWO (2) EXISTING DUMPSTER LOCATIONS AND ONE (1) COMPACTOR LOCATION. THE 16.01-ACRE SITE IS LOCATED AT 3000 WATERVIEW, NORTHEAST CORNER OF WATERVIEW PARKWAY AND STEWART DRIVE.

Mr. Keffler stated the request was for two separate variances, both involving screening; one for ground equipment and one for dumpsters. He advised that the Plan Commission reviewed the requests and recommended approval of VAR 11-03 with a unanimous vote and VAR 11-04 with a 4-3 vote. He asked Mr. Chavez to brief the Council.

Mr. Chavez stated both variances were requested as a result of proposed 1,200 sq. ft. expansion to the existing building located at the northeast corner of Waterview Parkway and Stewart Drive. He advised that the 1,200 sq. ft. expansion exceeds the 1,000 sq. ft. expansion threshold thus requiring the site to comply with the City zoning and subdivision and development ordinances prior to approval of the development plans. The existing ground mounted equipment and trash receptacle locations were approved prior to the 2007 Subdivision Development Ordinance amendment which enacted the current screening requirements for similar type facilities. He explained that the site plan illustrates the existing locations of transformers, generators, and ground mounted equipment. He explained that VAR 11-04 is a request for a waiver from the screening requirements from trash receptacles and reiterated that the site plan was approved prior to the requirement for screening. He referred to photographs of the locations. He advised that staff has not received any correspondence from surrounding property owners and the Plan Commission recommended approval of both variances at its March 1, 2011 meeting. Mr. Chavez stated that VAR 11-03 was approved with a 7-0 vote and VAR 11-04 was approved with a 4-3 vote. He explained that the three commissioners in opposition would have preferred that the dumpsters be screened.

Mr. Solomon asked if there were any photos of the dumpster location and Mr. Chavez replied that he did not have any photos and that the only visible portion would be from the railroad r-o-w. He stated that the actual dumpster locations are screened by the buildings. In response to Mr. Murphy, Mr. Chavez stated the dumpsters are the typical commercial grade dumpster on a

5X6 pad with a 6 ft. height. Mr. Mitchell stated the dumpsters can be somewhat unsightly and asked Mr. Chavez to provide the applicant's reason for not screening. Mr. Chavez stated the site plan was approved prior to the screening requirements being established. Mr. Keffler added that it was also because the view is pretty much limited to the railroad track. Mr. Murphy stated he was confused why the Plan Commission chose the dumpsters to be screened, but not the much larger generators and electrical boxes, which are actually taller than the dumpsters and located further away from the building and in a more visible location. Mr. Chavez stated they were more concerned about the trash and debris that might fall from a dumpster location than the visual effects of the utility boxes. Mayor Slagel noted that as long as the lid is on, the dumpsters are not as bad as one might expect.

Mayor Slagel invited the applicant to brief the Council and it was noted that the applicant was not in attendance. Mayor Slagel opened the floor for Council comments.

Mr. Solomon stated it was essential to require the owner to keep and maintain the current landscape screening. Mr. Chavez stated there is landscape screening along the utility yard. Mr. Mitchell stated that as long as it is screened from other locations, the current living screen will be maintained, and due to the fact that the locations of the dumpsters were approved with the initial application, he would be okay with the requests. Mr. Chavez stated the approved site plan requires the landscaping so if any of the landscaping failed, it would have to be replaced. Mr. Omar stated that he recognizes that there are a lot of not aesthetically pleasing things that the rail runs along, and questioned the location and view. Mr. Chavez stated the dumpster at the southeast corner would be shielded by the building and the other would probably not be shielded from the Cotton Belt but the train would, more than likely, be traveling about 30 – 40 mph through the corridor.

ACTION TAKEN: Mr. Murphy moved approval of VAR 11-03 as presented; second by Mr. Townsend, and the motion was approved with a unanimous vote.

Mr. Murphy moved approval of VAR 11-04 as presented; second by Mr. Townsend, and the motion was approved with a unanimous vote.

ALL ITEMS LISTED UNDER ITEM 8 OF THE CONSENT AGENDA ARE CONSIDERED TO BE ROUTINE BY THE CITY COUNCIL AND WILL BE ENACTED BY ONE MOTION IN THE FORM LISTED BELOW. THERE WILL BE NO SEPARATE DISCUSSIONS OF THESE ITEMS. IF DISCUSSION IS DESIRED, THAT ITEM WILL BE REMOVED FROM THE CONSENT AGENDA AND WILL BE CONSIDERED SEPARATELY:

8. CONSENT AGENDA:

Mr. Mitchell requested that Item 8E2 be removed for separate action.

ACTION TAKEN: Mr. Mitchell moved for approval of the Consent Agenda with the exception of Item 8E2; second by Mr. Murphy, and the motion was approved with a unanimous vote.

- A. Consider Ordinance No. 3811, amending the Comprehensive Zoning Ordinance and Zoning Map to grant a change in zoning for an 8.1-acre tract of land from R-1500-M TEMP to R-1500-M Residential and to grant a Special Permit for a freestanding antenna tower with special conditions.

- B. Consider Resolution No. 11-05 as amended requesting improvements to Interstate 35 East as designed by the Texas Department of Transportation to be fully funded and implemented for the full project length from Interstate Highway 635 in Dallas County to U.S. Highway 380 in Denton County; supporting the Joint Resolution between the North Texas Tollway Authority and the Regional Transportation Council for the Delivery of IH 35E, SH 183, and the North Tarrant Express by the Texas Department of Transportation through Public-Private Partnerships.
- C. Consider amendments to the rules and regulations of the City of Richardson's Municipal Civil Service System.
- D. Receive from the City Plan Commission:
 - 1. Replat of Lots 1 and 2, Block 1 of the Creekdale Estates Addition No. 2, Fourth Section, and Lot 9A, Block 7 of the Creekdale Estates Addition No. 2, Third Section.
- E. Consider advertisement of the following bids:
 - 1. Bid #29-11 – Fire Station #4 – site improvements (Huffhines Park & RISD). Bids to be received by Tuesday, April 5, 2011 at 2:00 p.m.
 - 2. Bid #31-11 – Hill Streets rehabilitation (Hillcrest/Hillside/Edgehill). Bids to be received by Tuesday, April 5, 2011 at 3:00 p.m.
- F. Consider award of the following competitive sealed proposals:
 - 1. CSP #901-11 – award to TMI Coatings, Inc., for the 2011 eastside concrete tank rehabilitation in the amount of \$486,000.
 - 2. CSP #902-11 – award to Sabre Communications Corporation for the 2011 communication equipment shelters and monopole in the amount of \$262,869, which includes Alternate 1 for the Shiloh Pump Station site with monopole.
- G. Consider award of Request for Qualifications (RFQ) #2011-1 Construction Manager-At-Risk (CMAR) – we recommend the award to Hill and Wilkinson General Contractors for the Heights Park Recreation Center and Aquatic Center and Gymnastics Center and authorization of preconstruction services in the amount of \$20,000.
- H. Authorize the City Manager to execute Change Order #1 to Purchase Order #110158 to Classic Protective Coatings, Inc. for the installation of an equipment rail on the roof of Centennial Tower and for the touch-up coating on the interior and exterior damaged by the railing installation in the amount of \$70,000.

ITEM REMOVED FOR SEPARATE ACTION:

8E2 – Bid #31-11 – Hill Streets Rehabilitation (Hillcrest/Hillside/Edgehill). Bids to be received by Tuesday, April 5, 2011 at 3:00 p.m.

Mr. Mitchell asked for confirmation that rehabilitation means relaying the asphalt and maintaining the bar ditches on both sides, and Mr. Keffler replied affirmatively. Mayor Slagel asked if there had been any further communication with the property owners and Mr. Miller advised that the Council reaffirmed in February 2010 that Hillcrest, Hillside and Edgehill would be reconstructed as an asphalt street. He stated staff communicated that direction to the property owners through a notification letter. Mr. Mitchell stated he had heard from a particular land owner that it would be preferred if the roadway was left as it is today because of the location in conjunction with the Arapaho Station. He stated he would like to get further clarification that the project should be constructed. Mr. Keffler stated the owner represents less than 20% of the homes. Mr. Miller stated staff has heard that a number of people do want to see some maintenance on the street and an asphalt overlay would be a reasonable repair. Mr. Murphy stated he understood that it would be an overlay and bar ditch reshaping where needed and asked about transitions into some of the driveways because some have culverts. Mr. Miller stated the engineering staff has evaluated the area and the majority of those will not require a drainage culvert to be placed, but the reshaping of the ditches and driveways will have a little bit of a swell and be able to meet the transition for ingress and egress rather easily.

ACTION TAKEN: Mr. Mitchell moved approval of Item 8E2; second by Mr. Townsend, and the motion was approved with a unanimous vote.

Mayor Slagel announced the Executive Session and recessed the meeting at 8:10 p.m.

EXECUTIVE SESSION

- In compliance with Section 551.074 of the Texas Government Code, Council convened into a closed session at 8:20 p.m. to discuss the following:
 - Personnel
 - Alternate/Assistant Municipal Court Judge
- Council reconvened into Open session at 8:45 p.m. to take action, if any, on matters discussed in executive session.

ACTION TAKEN: None

There being no further business, Mayor Slagel adjourned the meeting at 8:45 p.m.

MAYOR

ATTEST:

CITY SECRETARY



**City of Richardson
City Council Meeting
Agenda Item Summary**



Meeting Date:

Monday, March 28, 2011

Agenda Item:

Visitors *(The City Council invites citizens to address the Council on any topic not already scheduled for public hearing.)*

Staff Resource:

Pamela Schmidt, City Secretary

Summary:

Members of the public are welcome to address the City Council on any topic not already scheduled for public hearing. Speaker Appearance Cards should be submitted to the City Secretary prior to the meeting. Speakers are limited to 5 minutes and should avoid personal attacks, accusations, and characterizations.

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 resolution.

Board/Commission Action:

N/A

Action Proposed:

Receive comments by visitors.

ORDINANCE NO. 3812

AN ORDINANCE OF THE CITY OF RICHARDSON, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND ZONING MAP OF THE CITY OF RICHARDSON, AS HERETOFORE AMENDED, SO AS TO GRANT A CHANGE IN ZONING TO GRANT A SPECIAL PERMIT FOR A PET RESCUE AND ADOPTION ORGANIZATION LOCATED AT 561 WEST CAMPBELL ROAD, LOCATED ON A 2.6-ACRE TRACT OF LAND ZONED LR-M(2) LOCAL RETAIL, SAID TRACT BEING DESCRIBED AS LOT 1, BLOCK 1, REVISED CHRISTON ADDITION IN DALLAS COUNTY, 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 (\$2,000.00) DOLLARS FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE. (ZONING FILE 11-02).

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, and the same is hereby amended so as to grant a change in zoning to grant a Special Permit for a pet rescue and adoption organization located at 561 West Campbell Road, Richardson, Texas, located on a 2.6-acre tract of land zoned LR-M(2) Local Retail, 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 the pet rescue and adoption organization is hereby granted subject to the following special conditions:

EXHIBIT "A"
LEGAL DESCRIPTION
ZF 11-02

Being a 2.567-acre lot platted as Lot 1, Block 1, Revised Christon Addition, an addition to the City of Richardson, Dallas County, Texas, as recorded in Volume 78232, Page 2467, Map Records of Dallas County, Texas.

ORDINANCE NO. 3813

AN ORDINANCE OF THE CITY OF RICHARDSON, TEXAS, AMENDING THE CODE OF ORDINANCES OF THE CITY OF RICHARDSON, BY AMENDING SECTION 5-9 TO ALLOW ON LINE REGISTRATION FOR ANIMALS; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED TWO THOUSAND DOLLARS (\$2,000) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. That the Code of Ordinances of the City of Richardson, Texas, be and the same is hereby amended in part to allow on line registration of animals, to read as follows:

“Sec. 5-9. Registration permit; vaccination.

- (a) A registration permit may be for either a three-year period, for animals receiving vaccination every three years, or a one-year period for animals receiving a vaccination every year, dependent upon the duration of the rabies vaccination used by the veterinarian.
- (b) The owners of all animals capable of transmitting rabies are hereby required to have such animals or pets vaccinated against rabies with an approved vaccine administered by a veterinarian, who shall issue the owner of the animal a vaccination certificate, the owner shall retain such certificate until the vaccination is renewed. At the time of the vaccination, a metal tag shall be issued by the veterinarian showing the tag number and the year of issuance.
- (c) Lost or stolen permit tags may be replaced by payment of a fee established by resolution of the city council and presentation of the registration application. If a tag and registration application are lost or stolen, a new license must be purchased at the regular fees.
- (d) The registration permit fee established by resolution of the city council for all animals covered under this chapter shall be payable to the environmental health department of the city.
- (e) Proof of current rabies vaccination of an animal is required before a registration permit/tag will be issued by the City. The owner may register an animal in person at the City Health Department, through a participating veterinarian in the City, or on line at the City web page. If the owner registers the animal in person a registration tag will not be issued unless a certificate of vaccination is presented to the City Health Department. If

the owner registers the animal on line a registration permit/tag will be issued and mailed to the owner after the City verifies current rabies vaccination for the animal.”

SECTION 2. 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 3. 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 Code of Ordinances as a whole.

SECTION 4. That an offense committed before the effective date of this ordinance is governed by prior law and the provisions of the Code of Ordinances, as amended, in effect when the offense was committed and the former law is continued in effect for this purpose.

SECTION 5. 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 Code of Ordinances 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 6. This Ordinance shall take effect immediately from and after its passage and the publication of the caption, as the law and charter in such cases provide.

DULY PASSED by the City Council of the City of Richardson, Texas, on the _____
day of _____, 2011.

APPROVED:

MAYOR

CORRECTLY ENROLLED:

CITY SECRETARY

APPROVED AS TO FORM:

Peter H Smith

CITY ATTORNEY

(PGS:tlo:05-26-10:43269)

RESOLUTION NO. 11-10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RICHARDSON, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN AGREEMENT FOR MUTUAL AID BY AND BETWEEN THE CITY OF RICHARDSON, TEXAS AND OTHER PARTICIPATING LOCAL GOVERNMENTS OF THE STATE OF TEXAS FOR THE PURPOSE OF PROVIDING FIRE PROTECTION SERVICES IN THE EVENT OF AN EMERGENCY, DISASTER AND/OR CIVIL DISASTER AS PROVIDED IN THE AGREEMENT ATTACHED HERETO AS EXHIBIT "A"; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is the responsibility of the City of Richardson to secure protection of life and property in the event of an emergency, disaster and/or civil emergency for the City and its citizens; and

WHEREAS, Chapter 791 of the Texas Government Code ("Interlocal Cooperation Act"), authorizes local government entities to enter into interlocal contracts for governmental purposes; and

WHEREAS, the Texas Government Code 791.006 specifically authorizes interlocal agreements for the purpose of providing fire protection services; and

WHEREAS, the City Council for the City of Richardson desires to secure the benefits of mutual aid for the protection of life and property in the event of an emergency and/or disaster;

WHEREAS, upon full review and consideration of the Agreement for Mutual Aid creating a plan to foster communications and share resources, personnel and equipment between the Parties to the Agreement in the event of an emergency, disaster and/or civil disaster, and all matters related thereto, the City Council is of the opinion and finds that the terms and conditions of said Agreement should be approved, and that the City Manager is authorized to execute the 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 Mutual Aid Agreement, attached hereto as Exhibit "A," having been reviewed by the City Council of the City of Richardson, Texas, and found to be acceptable and in the best interest of the City and its citizens, be, and the same is hereby, in all things approved, and the City Manager is hereby authorized to execute the Mutual Aid Agreement on behalf of the City of Richardson, Texas.

SECTION 2. This resolution shall take effect immediately from and after its passage, and it is accordingly so resolved.

DULY RESOLVED AND ADOPTED by the City Council of the City of _____, Texas,
this the _____ day of _____, 2011.

CITY OF RICHARDSON, TEXAS

MAYOR

ATTEST:

CITY SECRETARY

APPROVED AS TO FORM:



PETER G. SMITH, CITY ATTORNEY
(PGS:11-23-10:46623)

EXHIBIT "A"

STATE OF TEXAS

§

AGREEMENT FOR MUTUAL AID

§

COUNTY OF DALLAS

§

This Mutual Aid Agreement ("Agreement") is entered into by and between the undersigned Participating Local Governments of the State of Texas acting by and through their duly authorized officials. The undersigned Participating Local Governments and any and all other Participating Local Governments of the State of Texas adopting this Agreement upon a formal order of their respective governing bodies as provided herein may be referred to in this Agreement individually as "Party" and collectively as "Parties".

RECITALS:

WHEREAS, the Parties recognize the vulnerability of the people and communities located within the counties and political subdivisions to damage, injury, and loss of life and property resulting from emergencies, disasters and/or civil emergencies and recognize that such incidents may present equipment and personnel requirements beyond the capacity of each individual Party; and

WHEREAS, the Parties to this Agreement recognize that Mutual Aid has been provided in the past and have determined that it is in the best interests of themselves and their citizens to create a plan to foster communications and the sharing of resources, personnel and equipment in the event of emergencies; and

WHEREAS, the governing officials of the Parties desire to secure for each Party the benefits of Mutual Aid for the protection of life and property in the event of an Emergency, Disaster and/or Civil Emergency; and

WHEREAS, the Parties wish to make suitable arrangements to provide Mutual Aid in response to emergencies, disasters and/or civil emergencies and are so authorized and make this Agreement pursuant to Texas Government Code Chapter 791 ("Interlocal Cooperation Act"); Texas Government Code Chapter 418; and, Texas Statewide Mutual Aid System of the Emergency Management Chapter, also known as the Texas Disaster Act of 1975;

WHEREAS, the Parties recognize that this Agreement would allow for better coordination of effort between the Parties, would provide that adequate equipment and personnel are available, and would help ensure that Mutual Aid is accomplished in the minimum time possible in the event of an Emergency, Disaster or Civil Emergency and thus desire to enter into this Agreement to provide Mutual Aid; and

WHEREAS, it is expressly understood that any Mutual Aid extended under this Agreement and the operational plan adopted pursuant thereto, is furnished in accordance with the "Texas Disaster Act" and other applicable provisions of law and, except as otherwise provided by law, that the responsible local official in whose jurisdiction an incident requiring Mutual Aid has occurred shall remain in charge at such incident including the direction of such personnel and equipment provided him/her through the operation of such Mutual Aid plans;

EXHIBIT "A"

NOW, THEREFORE, in exchange for the mutual covenants set forth herein and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

Article I Definitions

As used throughout this Agreement, the following terms listed below will have the following meanings:

Agreement shall mean this Agreement for Mutual Aid.

Civil Emergency shall mean any natural or manmade disaster or emergency that causes or could cause substantial harm to the population or infrastructure. This term can include a "major disaster" or "emergency" as those terms are defined in the Stafford Act, as amended, as well as consequences of an attack or a national security emergency. Where federal assistance is needed to supplement state and local efforts and capabilities to save lives and to protect property and public health and safety, or to lessen or avert the threat of a catastrophe in any part of the United States.

Fire Chief shall mean the Fire Chief, or his/her designee.

Disaster shall mean the occurrence or imminent threat of widespread or severe damage, injury, or loss of life or property resulting from any natural or man-made cause, including fire, flood, earthquake, wind, storm, wave action, oil spill or other water contamination, volcanic activity, epidemic, air contamination, blight, drought, infestation, explosion, hostile military or paramilitary action, energy emergency (as that term is defined in Chapter 418 of the Texas Government Code), acts of terrorism, and other public calamity requiring emergency action.

Emergency shall mean any occurrence, or threat thereof, which results in substantial injury or harm to the population, or damage to or loss of property.

Mutual Aid shall mean, but is not limited to, such resources as facilities, equipment, services, supplies, and personnel.

Mutual Aid Master Plan shall mean a written operational plan approved by the Dallas County Fire Chiefs to establish predetermined assignments for participating agencies for emergency responses and nonemergency responses to provide fill-ins.

NIMS (National Incident Management System) shall mean a system designed to enable effective and efficient domestic incident management by integrating a combination of facilities, equipment, personnel, procedures and communications operating within a common organization structure, designed to enable effective and efficient domestic incident management. Under NIMS is ICS (Incident Command System).

EXHIBIT "A"

Operational Period shall mean a period of time beginning at the time of the request for Mutual Aid and lasting for twenty-four (24) hours.

Party or Parties shall mean the local governmental entity(ies) that are signatories to and have agreed to adopt this Mutual Aid Agreement.

Responding Local Government Entity (Responding Party) means a local governmental entity providing mutual aid assistance in response to a request under this Agreement, *i.e.* furnishing equipment, supplies, facilities, services and/or personnel to the Requesting Party.

Requesting Local Government Entity (Requesting Party) shall mean a local governmental entity requesting mutual aid assistance under this Agreement for emergency work resulting from a fire, Emergency, Civil Emergency or Disaster within its legal jurisdiction.

Article II

Term

This Agreement shall become effective as to each Party on date of adoption as indicated on the signature page for each Party and shall continue in force and remain binding on each and every Party for twelve (12) months from the effective date. This Agreement shall renew automatically for a period of one year upon the completion of the initial term and each subsequent term unless and until such time as the governing body of a Party terminates its participation in this Agreement pursuant to Article IV of this Agreement. Termination of participation in this Agreement by a Party or Parties shall not affect the continued operation of this Agreement between and among the remaining Parties.

Article III

Participation by additional Local Government Entities

Any local government entity may participate in the Agreement with the approval of the Dallas County Fire Chiefs Association as recommended by the Mutual Aid Committee. Each participating local government entity will be required to approve and agree to the terms and conditions of this Agreement. The participation of additional participating local government entities shall not require the approval of other participating local government entities.

Article IV

Termination

Any Party may at any time by resolution or notice given to all the other Parties decline to participate in the provision of Mutual Aid. The governing body of a Party shall, by resolution, give notice of termination of participation in this Agreement and submit a certified copy of such resolution to all other Parties. Such termination shall become effective not earlier than thirty (30) days after the filing of such notice. The termination by one or more of the Parties of its participation in this Agreement shall not affect the operation of this Agreement as between the other Parties hereto.

EXHIBIT "A"

Article V Activation of Agreement

5.1 The request for assistance under this Agreement may be activated by a determination by the Fire Chief of the Party having jurisdiction that the incident, Emergency, Disaster or imminent threat of an Emergency or Disaster is such that local capabilities are or are predicted to be exceeded.

5.2 The request for assistance under this Agreement shall continue, whether or not a local Disaster declaration or state of Civil Emergency is active, until the services of the Responding Party are no longer required or the Responding Party determines that its resources are needed within its own jurisdiction and officially recalled.

Article VI Procedures for Requests and Provision of Mutual Aid

6.1 Methods of Requesting Mutual Aid. The Fire Chief of the Requesting Party may request Mutual Aid assistance under this Agreement by one of the three following methods:

- (1) Orally communicating a request for Mutual Aid under this Agreement to Dallas Fire Rescue Communications as specified in the Mutual Aid Master Plan;
- (2) Orally communicating a direct request for Mutual Aid to a Party using established local written procedures; or,
- (3) Orally communicating a direct request for Mutual Aid to any Party.

6.2 Criteria for Requesting Mutual Aid. Mutual Aid shall not be requested by a Party unless it is directly related to the Emergency, Disaster or Civil Emergency and resources available from the normal responding agencies are deemed to be inadequate, or are predicted to be expended prior to resolution of the situation. All requests for Mutual Aid must be transmitted by the Fire Chief of the Requesting Party.

6.3 Mutual Aid Service Functions. The types of Mutual Aid emergency service functions that may be requested under this Agreement include, but are not limited to, fire, search and rescue, fire inspection, fire engineer services, emergency communications, arson and fire investigation, planning and information assistance, mass care, special rescue, hazardous materials, explosive ordinance disposal, command and control, resource support, emergency medical services, mass casualty, health and other medical services.

6.4 Assessment of Availability of Resources and Ability to Render Assistance. When contacted by a Requesting Party, the Fire Chief of the Responding Party agrees to assess local resources to determine availability of personnel, equipment and other assistance based on current or anticipated needs. All Parties shall render assistance to the extent personnel, equipment and resources are deemed available. No Party shall be required to provide Mutual Aid unless it

EXHIBIT "A"

determines that it has sufficient resources to do so, based on current or anticipated events within its own jurisdiction.

6.5 Supervision and Control. When providing assistance under the terms of this agreement, the personnel, equipment, and resources of any Responding Party will be under the operational control of the Requesting Party. These response operations shall be NIMS (National Incident Management System) compliant as well as being organized and functioning within an Incident Command System (ICS), Unified Command System (UCS). Direct supervision and control of personnel, equipment and resources and personnel accountability shall remain with the designated supervisory personnel of the Responding Party. The designated supervisory personnel of the Responding Party shall: maintain daily personnel time records, material records, and a log of equipment hours; be responsible for the operation and maintenance of the equipment and other resources furnished by the Responding Party; and, shall report work progress to the Requesting Party. The Responding Party's personnel and other resources shall remain subject to recall by the Responding Party at any time, subject to reasonable notice to the Requesting Party.

6.6 Food, Housing and Self-Sufficiency. Unless specifically instructed otherwise, the Requesting Party shall have the responsibility of providing food and housing for the personnel of the Responding Party from the time of their arrival at the designated location to the time of their arrival back at the responding party's home department. However, Responding Party personnel and equipment should be, to the greatest extent possible, self-sufficient while working in the Emergency or Disaster area. The Requesting Party may specify only self-sufficient personnel and resources in its request for assistance.

6.7 Communications. Unless specifically instructed otherwise, the Requesting Party shall have the responsibility for coordinating communications between the personnel of the Responding Party and the Requesting Party. Responding Party personnel should be prepared to furnish their own communications equipment sufficient only to maintain communications among their respective operating units, if it is practicable.

6.8 Rights and Privileges. Personnel who are assigned, designated or ordered by proper authority to perform duties pursuant to this Agreement shall continue to receive the same wages, salary, pension, and other compensation and benefits for the performance of such duties, including injury or death benefits, disability payments, and workers' compensation benefits, as though the service had been rendered within the limits of the jurisdiction where the personnel are regularly employed. Moreover, all medical expenses, wage and disability payments, pension payments, damage to equipment and clothing shall be paid by the Participating Local Government in which the employee in question is regularly employed.

6.9 Duration of Deployment. The Responding Party shall be released by the Requesting Party when the services of the Responding Party are no longer required or when the Fire Chief of the Responding Party determines, in his/her sole discretion, that further assistance should not be provided.

6.10 Common Jurisdictional Boundaries. In areas where common jurisdictional boundaries exist, it is understood that accurate determination of jurisdiction may not be possible

EXHIBIT "A"

upon receipt of the alarm. In such cases, it is deemed appropriate and in the best interest of the public for the entity receiving the alarm to dispatch its forces and render aid at the scene of the emergency until an accurate determination of jurisdictional responsibility can be made and if the outside responding entity is properly relieved by the entity having jurisdiction. Under the conditions described in this Section, the terms and condition of this Agreement shall be in effect just as though a request for Mutual Aid had been initiated.

Article VII Cost Limitation

A Requesting Party shall not be required to reimburse a Responding Party for costs incurred during the first Operational Period as defined in Article I of this Agreement. A Requesting Party shall be required to reimburse a Responding Party for costs incurred after the first Operational Period.

Article VIII Insurance

8.1 Workers' Compensation Coverage. Each Party shall be responsible for its own actions and those of its employees and is responsible for complying with the Texas Workers' Compensation Act.

8.2 Automobile Liability Coverage. Each Party shall be responsible for its own actions and is responsible for complying with the Texas motor vehicle financial responsibility laws.

8.3 Liability. To the extent permitted by law and without waiving sovereign immunity, each Party shall be responsible for any and all claims, demands, suits, actions, damages, and causes for action related to or arising out of or in any way connected with its own actions, and the actions of its personnel in providing Mutual Aid assistance rendered or performed pursuant to the terms and conditions of this Agreement. Each Party agrees to obtain general liability and public official's liability insurance, if applicable, or maintain a comparable self-insurance program.

8.4 Other Coverage: The Responding Party shall provide and maintain its standard packages of medical and death benefit insurance coverage while its personnel are assisting the Requesting Party.

Article IX Waiver of Claims Against Parties; Immunity Retained

Each Party hereto waives all claims against the other Parties hereto for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement, except those caused in whole or in part by the negligence of an officer, employee, or agent of another Party. No Party waives or relinquishes any immunity or defense on behalf of

EXHIBIT "A"

itself, its officers, employees and agents as a result of the foregoing sentence or its execution of this Agreement and the performance of the covenants contained herein.

Article X Expending Funds

Each Party that performs services or furnishes aid pursuant to this Agreement shall do so with funds available from current revenues of the Party. No Party shall have any liability for the failure to expend funds to provide aid hereunder.

Article XI Miscellaneous

11.1 Entirety: This Agreement contains all commitments and agreements of the Parties with respect to the Mutual Aid to be rendered hereunder during or in connection with an Emergency, Disaster and/or Civil Emergency. No other oral or written commitments of the Parties with respect to Mutual Aid under this Agreement shall have any force or effect if not contained herein, except as provided in Section 11.2 below.

11.2 Other Mutual Aid Agreements. This Agreement is not intended to replace local mutual aid agreements and local jurisdictions are encouraged to develop local agreements with each other for Mutual Aid in emergency, disaster and/or civil emergency situations and it is agreed that, to the extent there is a conflict between this Agreement and any other such Mutual Aid agreement, the provisions of this Agreement shall be superior to any such individual or previously adopted Mutual Aid Agreement(s) or contract(s).

11.3 Interlocal Cooperation Act. The Parties agree that Mutual Aid in the context contemplated herein is a "governmental function and service" and that the Parties are "local governments" as that term is defined herein and in the Interlocal Cooperation Act, Texas Government Code Chapter 791.

11.4 Severability. If a provision contained in this Agreement is held invalid for any reason, the invalidity does not affect other provisions of the Agreement that can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.

11.5 Validity and Enforceability. If any current or future legal limitations affect the validity or enforceability of a provision of this Agreement, then the legal limitations are made a part of this Agreement and shall operate to amend this Agreement to the minimum extent necessary to bring this Agreement into conformity with the requirements of the limitations, and so modified, this Agreement shall continue in full force and effect.

11.6 Amendment. This Agreement may be amended only by the mutual written consent of the Parties.

EXHIBIT "A"

11.7 Third Parties. This Agreement is intended to inure only to the benefit of the Parties hereto. This Agreement is not intended to create, nor shall be deemed or construed to create any rights in third parties.

11.8 Notice. Any notice required or permitted between the Parties must be in writing, addressed to the attention of each respective Fire Chief, and shall be delivered in person, or certified mail, return receipt requested, or may be transmitted by facsimile (fax) transmission.

11.9 Governing Law and Venue. The laws of the State of Texas shall govern this Agreement. In the event of an Emergency or Disaster physically occurring within the geographical limits of only one county that is a Party hereto, venue shall lie in the county in which the Emergency or Disaster occurred. In the event of an Emergency or Disaster physically occurring in more than one county that is a Party hereto, venue shall be determined in accordance with the Texas Rules of Civil Procedure.

11.10 Headings. The headings at the beginning of the various provisions of this Agreement have been included only in order to make it easier to locate the subject covered by each provision and are not to be used in construing this Agreement.

11.11 Signatories. The City of Dallas shall be the official repository of original signature pages of the Parties to this Agreement and will maintain an up-to-date list of those Parties. Each Party will retain a copy of its own originally signed document with an additional individual signature page from that City to be filed with the City of Dallas under this Agreement.

(Signature pages to follow)

EXHIBIT "A"

EXECUTED this _____ day of _____, 2011.

City of Richardson, Texas

By: _____
Printed Name: _____
Title: _____

RESOLUTION NO. 11-11

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RICHARDSON, TEXAS, AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE ECONOMIC DEVELOPMENT AGREEMENTS PURSUANT TO CHAPTER 380, TEXAS LOCAL GOVERNMENT CODE, BY AND BETWEEN THE CITY OF RICHARDSON AND VCE COMPANY, LLC (“VCE”); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, VCE, as a cloud solutions company, provides blueprint for building, integrating, and operating infrastructure in enterprise data center environments; and

WHEREAS, VCE offers Vblock solutions, which offers a provisioned and modular approach to scaling unified computer network and storage capacity as required to support capacity requirements and the deployment of the Vblock virtualized infrastructure; infrastructure orchestration services, including configuration, capacity and performance management, on-demand self-service provisioning, billing and chargeback capabilities, and to enable integration with other management platforms; post-transfer optimization programs; and end-to-end technical support services; and

WHEREAS, VCE has, or intends to enter into a lease for a period of at least eight (8) years for at least 80,000 square feet of office space in the Collins Crossing Building located at 1500 North Greenville, Richardson, Texas (hereinafter defined as the “Leased Premises”), and intends to locate in the City and operate its regional corporate headquarters at the Leased Premises; and

WHEREAS, VCE intends to hire an estimated employee workforce of 400 personnel at the Leased Premises; and

WHEREAS, the location of VCE to the Leased Premises will result in a capital investment of approximately \$35 Million Dollars of tenant finish-out, equipment and fixtures for the regional corporate headquarters for VCE; and

WHEREAS, VCE has advised the City that a contributing factor that would induce VCE to enter into the Lease would be an agreement by the City to provide an economic development grant to VCE; and

WHEREAS, the City has adopted programs for promoting economic development, and this Agreement and the economic development incentives set forth herein are given and provided by the City pursuant to and in accordance with those programs; and

WHEREAS, the City is authorized by Article III, Section 52-a of the Texas Constitution and Texas Local Government Code Chapter 380 to provide economic development grants to promote local economic development and to stimulate business and commercial activity in the City; and

WHEREAS, the City has determined that making an economic development grant to VCE in accordance with this Agreement is in accordance with the City Economic Development

Program and will: (i) further the objectives of the City; (ii) benefit the City and the City's inhabitants; and (iii) will promote local economic development and stimulate business and commercial activity in the City; and

WHEREAS, City desires to authorize the City Manager to negotiate and enter into an Economic Development Agreement with VCE pursuant to Chapter 380 of the Texas Local Government Code.

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

SECTION 1. The City Manager, or designee, is hereby authorized to negotiate and execute one or more Economic Development Agreements pursuant to Chapter 380 of the Texas Local Government Code (and any amendments thereto, including any related instruments), on behalf of the City of Richardson, Texas, with VCE Company, LLC, in accordance with the terms set forth herein, contingent upon VCE entering into a lease of approximately 80,000 square feet of office space in the Collins Crossing Building located at 1500 North Greenville, Richardson, Texas (the "Leased Premises"), for a period of at least eight (8) years, or full years of the initial lease term, if more than eight (8):

- (a) two relocation/capital improvement grants in the amount of \$250,000.00 each;
- (b) annual economic development grants equivalent to up to fifty percent (50%) of the City ad valorem taxes assessed the tangible personal property, owned or leased by VCE for a given tax year for the initial lease term;
- (c) annual improvement grants equivalent to fifty percent (50%) of the City ad valorem taxes assessed for fifty percent (50%) of the building, for the value increment above the 2010 appraisal for the building, for the initial lease term; and
- (d) a waiver of building permit fees and other development fees for building modifications and tenant finish-out for the occupancy of the Leased Premises by VCE.

SECTION 3. 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 _____ day of _____, 2011.

CITY OF RICHARDSON, TEXAS

MAYOR

ATTEST:

CITY SECRETARY

APPROVED AS TO FORM:



PETER G. SMITH, CITY ATTORNEY
(PGS:03-24-11:48455)

CITY OF RICHARDSON

TO: Bill Keffler - City Manager
THRU: Kent Pfeil - Director of Finance
FROM: Pam Kirkland - Purchasing Manager
SUBJECT: Bid Initiation Request # 22-11
DATE: March 22, 2011

Request Council approval to initiate bids for the following:

WATERLINE AND PAVEMENT REPLACEMENT PROJECT
(Meadowgate/Allison/Piper/Drake)

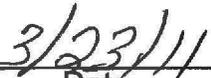
Proposed Council approval date: March 28, 2011
Proposed advertising dates: March 30, 2011 & April 6, 2011
Proposed bid due date: Thursday, April 21, 2011 – 2:00 p.m.
Proposed bid opening date: Thursday, April 21, 2011 – 2:30 p.m.
Engineer's estimated total cost: \$960,000
Account: 545-5710-583-7524 Project #WS0812



Pam Kirkland, CPPO, CPPB
Purchasing Manager



Kent Pfeil
Director of Finance



Date

Approved: _____
Bill Keffler
City Manager

Date



MEMO

TO: Bill Keffler, City Manager
THROUGH: Cliff Miller, Assistant City Manager *cm*
FROM: Steve Spanos, P.E., Director of Engineering *JHL*
SUBJECT: Permission to Advertise Bid #22-11 – *W*aterline and Pavement Replacement Project (Meadowgate/Allison/Piper/Drake)
DATE: March 18, 2011

BACKGROUND INFORMATION:

The project consists of replacing the existing 6" and 8" water mains along the 1700 blocks of Meadowgate Drive and Piper Court, 700-800 block of Allison Drive and the 1600 block of Drake Drive. This project also includes replacing street pavement, installing ADA ramps, sidewalks and constructing a storm sewer along Drake Drive.

FUNDING:

Funding is provided from Water & Sewer account #545-5710-583-7524 project #WS0812.

SCHEDULE:

Capital Projects plans for this project to begin construction early June 2011 and be completed by November 2011

Cc: Padma Patla, P.E., Project Engineer *PP.*
Office\Agenda\Executive\Adv\WLMeadowgate22-11.doc

**NOTICE TO CONTRACTORS
CITY OF RICHARDSON**

**WATERLINE AND PAVEMENT REPLACEMENT PROJECT
(MEADOWGATE/ALLISON/PIPER/DRAKE)**

BID #22-11

Sealed Bids addressed to the Purchasing Manager of the City of Richardson, Texas, will be received at the Office of the Purchasing Department, Suite 101, City Hall, 411 West Arapaho Road, Richardson, Texas, until **Thursday at 2:00 p.m. on April 21, 2011**, 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:

This project consists of replacing approximately 2,700 LF of existing 6" and 8" water mains along the 1700 block of Meadowgate Drive, 700-800 block of Allison Drive, 1700 block of Piper Court and the 1600 block of Drake Drive. The project also includes replacing approximately 7,500 SY of 6" Class "C" reinforced concrete pavement, installing 10 ADA ramps, replacing approximately 1,170 SY of existing sidewalk and constructing approximately 600 LF of storm sewer along Drake Drive.

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 Surety 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 notice of award of contract shall be given to the successful Bidder within ninety (90) days following 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.

City intends to award this project to the bidder that provides the best value to the City utilizing the funding available to construct this project. 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 One Hundred Sixty (160) calendar days will be allowed for construction.

One 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, March 29, 2011** upon receipt of a **NON-REFUNDABLE FEE OF Fifty Dollars (\$50.00)** per set, payable to the City of Richardson, accompanied by the contractor's name, address, phone number, email address and FAX number.

A Pre-bid meeting will be held Friday at 10:00 a.m., April 8, 2011 in the Capital Projects Conference Room 206, Richardson Civic Center/City Hall.

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

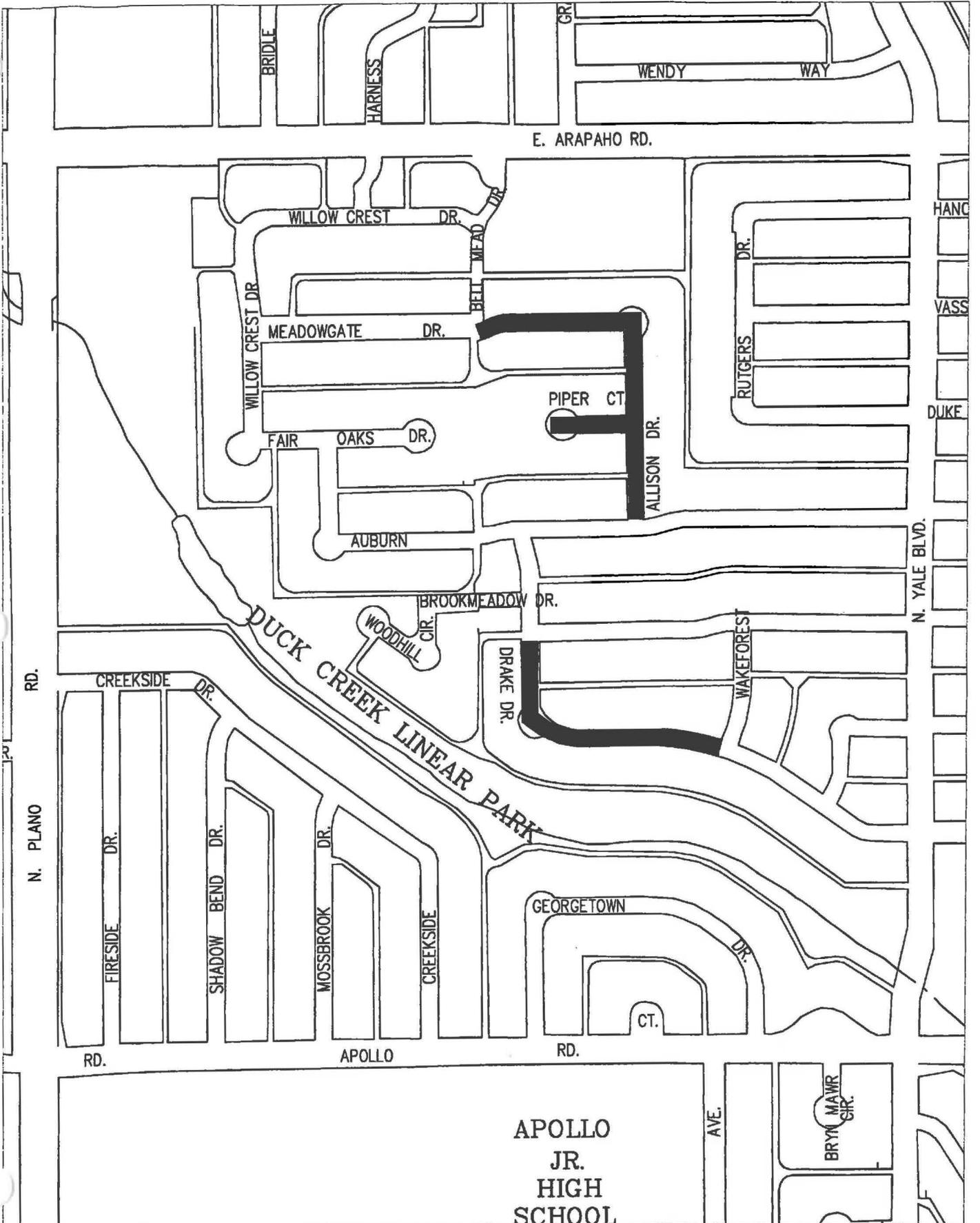
PROPOSED PROJECT SCHEDULE

WATERLINE AND PAVEMENT REPLACEMENT PROJECT (MEADOWGATE – ALLISON – PIPER – DRAKE)

BID #22-11

Agenda Paperwork to Advertise	Friday, March 18, 2011
Council Authorization to Advertise	Monday, March 28, 2011
Plans/Specs Available for Contractors	Tuesday, March 29, 2011
Advertise in Daily Commercial Record	Wednesday, March 30, 2011
Advertise in Daily Commercial Record	Wednesday, April 6, 2011
Pre Bid Meeting (Room 206 - 10:00 a.m.)	Friday, April 8, 2011
Bids Received & Opened (2:00 open @ 2:30 Room 206)	Thursday, April 21, 2011
Agenda Paperwork to Award Contract	Friday, April 29, 2011
Council to Award Contract	Monday, May 9, 2011
Pre-Construction Meeting	Mid May
Project Start	Early June
Project 160 Calendar Days	November 2011

*Project Manager: Padma Patla, P.E.
Engineers Estimate: \$960,000
Account #545-5710-583-7524 Project #WS0812*



WATERLINE & PAVEMENT REPLACEMENT PROJECT
 (1700 BLK. MEADOWGATE, 700-800 BLK. ALLISON,
 1700 BLK. PIPER, 1600 BLK. DRAKE)
 SPRING 2011



CITY OF
 RICHARDSON
 TEXAS



CITY OF RICHARDSON

TO: Bill Keffler - City Manager
THRU: Kent Pfeil - Director of Finance
FROM: Pam Kirkland - Purchasing Manager
SUBJECT: Bid Initiation Request # 34-11
DATE: March 22, 2011

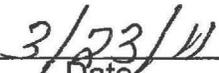
Request Council approval to initiate bids for the following:

RE-BID of 800 BLOCK JAMES DRIVE STORM SEWER IMPROVEMENTS

Proposed Council approval date: March 28, 2011
Proposed advertising dates: March 30, 2011 & April 6, 2011
Proposed bid due date: Wednesday, April 20, 2011 - 2:00 p.m.
Proposed bid opening date: Wednesday, April 20, 2011 - 2:30 p.m.
Engineer's estimated total cost: \$300,000
Account: 377-8702-585-7524, Project #SD0658

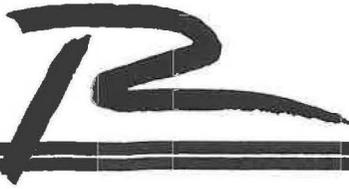

Pam Kirkland, CPPO, CPPB
Purchasing Manager


Kent Pfeil
Director of Finance


Date

Approved: _____
Bill Keffler
City Manager

_____ Date



MEMO

TO: Bill Keffler, City Manager
THROUGH: Cliff Miller, Assistant City Manager 
FROM: Steve Spanos, P.E., Director of Engineering 
SUBJECT: Permission to Advertise RE-BID #34-11
800 Block James Drive Storm Sewer Improvements
DATE: March 18, 2011

BACKGROUND INFORMATION:

On November 30, 2010, bids were received for 800 Block James Drive Storm Sewer Improvements Bid #05-11. While preparing to award the referenced project, staff discovered the Notice to Contractors had not been published in the newspaper in accordance with Local Government Laws. Due to this irregularity, staff recommends that Council reject the bids received and authorize the project to be rebid.

The James Drive Storm Sewer Improvements consists of the installation of approximately 450 LF of 7'x4' and 5'x4' concrete pipe with a new outfall. New inlets will be installed in James Drive and the alley between James Drive and Blue Lake Circle. The new storm drain lines will require the removal and replacement of approximately 840 SY of concrete street, alley and driveway pavement and related sidewalk, integral concrete curb, grading, sodding and other miscellaneous appurtenances. The proposed improvements will substantially reduce the risk of flooding to homes in the 800 Block of James Drive.

FUNDING:

Funding is provided from 2006 G.O. Streets & Drainage, Account #377-8702-585-7524 Project #SD0658.

SCHEDULE:

Capital Projects plans for this project to begin construction May 2011 and be completed by September 2011.

**NOTICE TO CONTRACTORS
CITY OF RICHARDSON**

800 BLOCK JAMES DRIVE STORM SEWER IMPROVEMENTS

RE-BID #34-11

Sealed Bids addressed to the Purchasing Manager of the City of Richardson, Texas, will be received at the Office of the Purchasing Department, Suite 101, City Hall, 411 West Arapaho Road, Richardson, Texas, until **Wednesday at 2:00 p.m. on April 20, 2011**, 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:

The James Drive Storm Sewer Improvements consists of the installation of approximately 450 LF of 7'x4' / 5'x4' SBC with outfall wingwalls and 5" concrete rip-rap, 175 LF 21" – 48" RCP, removal of approximately 450 LF of existing 36"-39" RCP, the removal and replacement of approximately 840 SY of concrete street, alley and driveway pavement and related sidewalk, integral concrete curb, grading, sodding and other miscellaneous appurtenances as shown on the construction documents.

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 Surety 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 notice of award of contract shall be given to the successful Bidder within ninety (90) days following 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.

City intends to award this project to the bidder that provides the best value to the City utilizing the funding available to construct this project. 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 the 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 One Hundred Twenty (120) calendar days will be allowed for construction.

One 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, March 29, 2011** upon receipt of a **NON-REFUNDABLE FEE OF Fifty Dollars (\$50.00)** per set, payable to the City of Richardson, accompanied by the contractor's name, address, phone number, email address and FAX number.

A Pre-bid meeting will be held Tuesday, at 10:00 a.m., April 12, 2011 in the Capital Projects Conference Room 206, Richardson Civic Center/City Hall.

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

PROPOSED PROJECT SCHEDULE

800 BLOCK JAMES DRIVE STORM SEWER IMPROVEMENTS

RE-BID #34-11

Agenda Paperwork to Advertise	Friday, March 18, 2011
Council Authorization to Advertise	Monday, March 28, 2011
Plans/Specs Available for Contractors	Tuesday, March 29, 2011
Advertise in Daily Commercial Record	Wednesday, March 30, 2011
Advertise in Daily Commercial Record	Wednesday, April 6, 2011
Pre Bid Meeting (Room 206 10:00 a.m.)	Tuesday, April 12, 2011
Bids Received & Opened (2:00 open @ 2:30 Room 206)	Wednesday, April 20, 2011
Agenda Paperwork to Award Contract	Friday, April 29, 2011
Council to Award Contract	Monday, May 9, 2011
Pre-Construction Meeting	Mid May 2011
Project Start	late May 2011
Project 120 Calendar Days	September 2011

*Project Manager: Jim Dulac, P.E.
Engineers Estimate: \$300,000
Account #377-8702-585-7524 Project #SD0658*



() James Drive
Storm Sewer Improvements

-  Storm Sewer Improvement
-  Pavement Repair Location





MEMO

DATE: March 23, 2011
TO: Kent Pfeil – Director of Finance
FROM: Pam Kirkland – Purchasing Manager *Pam*
SUBJECT: Award of Bid #27-11 for the Park Renovation – Irrigation Systems to Jonesplan of Texas, LLC in the amount of \$373,695

Proposed Date of Award: March 28, 2011

I concur with the recommendation of Michael Massey – Director of Parks & Recreation, and request permission to award a contract to the third low bidder, Jonesplan of Texas, LLC, for the above referenced construction in the amount of \$373,695, which includes Alternates 1 – 5 for the addition of Richland Park, Glenville Park and Point North Park.

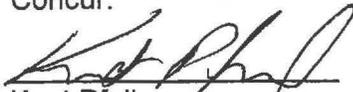
As outlined in Mr. Massey's attached memo, the first low bidder, Central North Construction, LLC., and the second low bidder, Denali Construction, did not attend the mandatory prebid conference as required by the bid specifications. We therefore recommend award to the third low bidder meeting specifications, Jonesplan of Texas, LLC.

Funding is available in the following accounts:

011-3061-541-4359	\$ 10,000
231-3061-581-7102, Project PM1123	130,000
231-3061-581-7102, Project PM1110	68,000
227-3061-581-7102, Project PM0701	8,235
228-3061-581-7102, Project PM0801	152,815
229-3061-581-7102, Project PM0901	74,047

A prebid conference was held on March 10, 2011 and twelve bids were solicited and nine bids were received.

Concur:


Kent Pfeil

ATTACHMENTS

Xc: Bill Keffler
Dan Johnson
Michelle Thames
David Morgan
Cliff Miller



MEMO

TO: Bill Keffler, City Manager
THROUGH: David Morgan, Assistant City Manager *CPM*
FROM: Michael Massey, Director of Parks and Recreation *Mick*
SUBJECT: Award Bid #27-11 to Jonesplan of Texas, LLC
Parks Renovations – Irrigation (Berkner Park/Canyon Creek Park/Yale Park)
DATE: March 18, 2011

ACTION REQUESTED:

Council to consider award of Bid #27-11 to Jonesplan of Texas, LLC for the Parks Renovations – Irrigation for a total amount of \$373,695.

BACKGROUND INFORMATION:

On March 17, 2011, the Parks Department opened bids for the subject project. The attached bid tabulation certifies that the apparent low bidder is Central North Construction. Due to the specialty of this project, the major criteria for bidding this irrigation project was mandatory attendance at the pre-bid meeting, which was stated in the contract documents. The apparent low bidders (1) Central North Construction and (2) Denali Construction did not attend the pre-bid nor did they obtain plans and specs from the City Hall. Therefore, the third low bidder, Jonesplan of Texas has met all requirements to perform the Parks Renovations Irrigation Project.

Staff as well as the Finance Department have reviewed Jonesplan’s company financials, Dun & Bradstreet reports, their bonding company, the insurance company and references, and recommend awarding the Parks Renovations – Irrigation to Jonesplan of Texas, LLC, in the amount of \$\$373,695.

\$201,231	Base Proposal (Berkner/Canyon Creek/Yale Parks)
46,178	Alternate #1 (Richland Park)
42,336	Alternate #2 (Glenville Park)
5,136	Alternate #3 (Point North Park – infrastructure installation only)
60,416	Alternate #4 (Point North Park-irrigate entire park zones 1-27)
18,398	Alternate #5 (Point North Park- irrigate hillside; has no irrigation)
<u>\$373,695</u>	<u>Total Amount</u>

In addition, a unit bid price was included for rock trenching in anticipation of encountering rock. Jonesplan clarified in writing the unit price to be broken down per price/per quantity.

The Park Renovation-Irrigation Systems Project includes the replacement with new current electric systems that are more efficient. The antiquated hydraulic irrigation systems consist of up to six (6) park locations: Berkner, Canyon Creek, Yale, Richland, Glenville and Point North Parks. This project will consist of trenching, piping new mainline and lateral lines, installing new valves, heads, wire and irrigation controllers along with grading and re-establishing and damaged turf areas with sod and other miscellaneous appurtenances.

FUNDING:

The following accounts consist of Parks & Recreation Irrigation Repair & Maintenance and Land Betterment funds totaling \$443,097.

011-3061-541-4359	\$ 10,000	231-3061-581-7102 PM 1123	\$130,000
231-3061-581-7102 PM 1110	\$ 68,000	227-3061-581-7102 PM 0701	\$ 8,235
228-3061-581-7102 PM 0801	\$152,815	229-3061-581-7102 PM 0901	\$ 74,047

SCHEDULE:

Parks & Recreation plans to begin construction for this project April 2011 and completed by September 2011.

Cc: Roger Scott, Assistant Director of Parks & Recreation
Dan Baker, Supt of Parks
Bobby Kinser, Assistant Parks Supt.
Office\Agenda Reports\Executive\Parksirrigatio,n27-10.doc

PARK RENOVATIONS - IRRIGATION SYSTEMS

(Berkner Park / Canyon Creek Park / Yale Park)

Bid Tabulation: Bid No. 27-11

March 17, 2011

	Central North Construction LLC	Denali Construction	Jonesplan of Texas	Cole Construction	And. Inc.	Schmoldt Construction	Imcon Construction	Whitmore & Sons, Inc.	C. Green Scaping, LP	AVERAGES
BASE BID	Amount	Amount	Amount	Amount	Amount	Amount	Amount	Amount	Amount	Amount
BERKNER PARK	\$ 41,995.00	\$ 49,926.00	\$ 61,253.00	\$ 73,210.00	\$ 73,616.00	\$ 87,825.00	\$ 78,520.00	\$ 104,958.00	\$ 147,720.00	\$ 79,891.44
CANYON CREEK PARK	\$ 30,144.00	\$ 48,857.00	\$ 63,878.00	\$ 53,645.00	\$ 59,475.00	\$ 69,000.00	\$ 58,000.00	\$ 94,307.00	\$ 72,840.00	\$ 61,127.33
YALE PARK	\$ 32,047.00	\$ 43,027.00	\$ 56,100.00	\$ 54,475.00	\$ 64,698.00	\$ 32,279.00	\$ 63,800.00	\$ 83,905.00	\$ 86,880.00	\$ 57,467.89
BID AMOUNT	\$ 104,186.00	\$ 141,810.00	\$ 181,231.00	\$ 181,330.00	\$ 197,789.00	\$ 189,104.00	\$ 200,320.00	\$ 283,170.00	\$ 307,440.00	\$ 198,486.67
Construction Contingency	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
TOTAL BASE BID	\$ 124,186.00	\$ 161,810.00	\$ 201,231.00	\$ 201,330.00	\$ 217,789.00	\$ 209,104.00	\$ 220,320.00	\$ 303,170.00	\$ 327,440.00	\$ 218,486.67

ALTERNATE #1 - RICHLAND PARK	\$ 45,209.00	\$ 36,580.00	\$ 41,178.00	\$ 53,512.00	\$ 55,265.00	\$ 60,232.00	\$ 80,000.00	\$ 102,922.00	\$ 88,980.00	\$ 62,653.11
Contingency	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
TOTAL ALTERNATE # 1 BID	\$ 50,209.00	\$ 41,580.00	\$ 46,178.00	\$ 58,512.00	\$ 60,265.00	\$ 65,232.00	\$ 85,000.00	\$ 107,922.00	\$ 93,980.00	\$ 67,653.11
CONTRACTORS BID	SAME	SAME								
ALTERNATE #2 - GLENVILLE PARK	\$ 27,507.00	\$ 31,761.00	\$ 37,336.00	\$ 48,560.00	\$ 42,815.00	\$ 49,000.00	\$ 55,000.00	\$ 68,524.00	\$ 63,260.00	\$ 47,084.78
Contingency	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
TOTAL ALTERNATE #2 BID	\$ 32,507.00	\$ 36,761.00	\$ 42,336.00	\$ 53,560.00	\$ 47,815.00	\$ 54,000.00	\$ 60,000.00	\$ 73,524.00	\$ 68,260.00	\$ 52,084.78
CONTRACTORS BID	SAME	SAME								
ALTERNATE #3 - POINTE NORTH PARK - infrastructure installation	\$ 2,304.00	\$ 2,739.00	\$ 3,636.00	\$ 2,850.00	\$ 2,638.00	\$ 9,000.00	\$ 3,000.00	\$ 3,235.00	\$ 4,980.00	\$ 3,820.22
Contingency	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00
TOTAL ALTERNATE #3 BID	\$ 3,804.00	\$ 4,239.00	\$ 5,136.00	\$ 4,350.00	\$ 4,138.00	\$ 10,500.00	\$ 4,500.00	\$ 4,735.00	\$ 6,480.00	\$ 5,320.22
CONTRACTORS BID	SAME	SAME								
ALTERNATE #4 - POINTE NORTH PARK - irrigate entire park	\$ 35,884.00	\$ 49,589.00	\$ 55,416.00	\$ 68,830.00	\$ 56,999.00	\$ 47,800.00	\$ 63,000.00	\$ 80,720.00	\$ 92,980.00	\$ 61,246.44
Contingency	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
TOTAL ALTERNATE No. 4 BID	\$ 40,884.00	\$ 54,589.00	\$ 60,416.00	\$ 73,830.00	\$ 61,999.00	\$ 52,800.00	\$ 68,000.00	\$ 85,720.00	\$ 97,980.00	\$ 66,246.44
CONTRACTORS BID	SAME	SAME								
ALTERNATE #5 - POINTE NORTH PARK - ball-club currently has no irrigation	\$ 5,409.00	\$ 9,233.00	\$ 13,398.00	\$ 14,195.00	\$ 14,138.00	\$ 16,400.00	\$ 15,600.00	\$ 13,330.00	\$ 16,800.00	\$ 13,167.00
Contingency	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
TOTAL ALTERNATE #5 BID	\$ 10,409.00	\$ 14,233.00	\$ 18,398.00	\$ 19,195.00	\$ 19,138.00	\$ 21,400.00	\$ 20,600.00	\$ 18,330.00	\$ 21,800.00	\$ 18,167.00
CONTRACTORS BID	SAME	SAME								

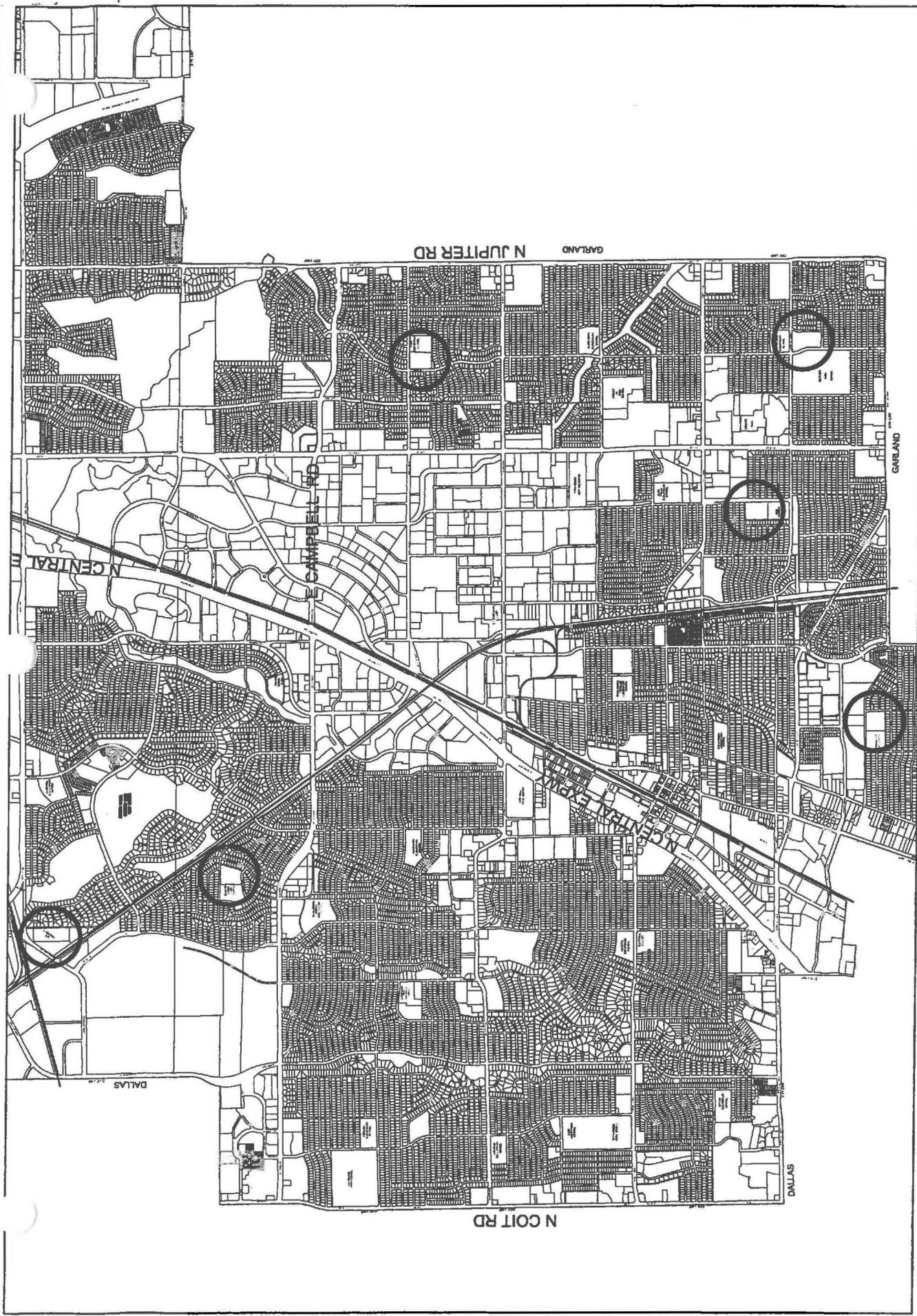
TOTAL BASE + ALTERNATES 1-5	\$ 261,999.00	\$ 313,212.00	\$ 373,695.00	\$ 410,777.00	\$ 411,144.00	\$ 413,036.00	\$ 458,420.00	\$ 593,401.00	\$ 615,940.00	\$ 427,958.22
CONTRACTOR'S BID	SAME									

ROCK TRENCHING - UNIT PRICE ONLY PER LINEAR FOOT	\$ 2.50	\$ 0.15	\$ 30.00	\$ 5.00	\$ 3.65	\$ 0.30	\$ 7.00	\$ 20.00	\$ 2.00	\$ 7.84
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CONSULTANTS ENGINEERS ESTIMATE: \$370,000

CERTIFIED BY:

Michael Massey
Michael Massey, Director of Parks & Recreation



**PARK RENOVATION - IRRIGATION SYSTEMS
 (BERKNER PARK/RICHLAND PARK/GLENVILLE PARK)
 SPRING 2011**



CITY OF
 RICHARDSON
 TEXAS





MEMO

DATE: March 22, 2011
TO: Kent Pfeil – Director of Finance
FROM: Pam Kirkland – Purchasing Manager *Pam*
SUBJECT: Award of Bid #32-11 for a cooperative contract for pavement leveling services to Nortex Concrete Lift & Stabilization, Inc. pursuant to unit prices through the City of Grand Prairie Bid #07037

Proposed Date of Award: March 28, 2011

I concur with the recommendation of Travis Switzer – Assistant Director of Public Services, and request permission to issue a contract for pavement leveling services with Nortex Concrete Lift & Stabilization, Inc. pursuant to unit prices through the City of Grand Prairie.

The City of Grand Prairie competitively bid a contract for the above services on Bid #07037 on April 23, 2007. The term of the contract was for an initial term of one (1) year with the option to renew for four (4) additional one (1) year periods. On March 10, 2011, the City of Grand Prairie executed a contract for the fourth and final renewal option through June 5, 2012. Nortex Concrete Lift & Stabilization, Inc. has agreed to extend the unit price of \$3.31 per pound to the City of Richardson to furnish and install high density polyurethane under major thoroughfares, streets, and alleys with injections to seal cracks and joints.

The bid was structured to provide unit prices for the installation of the polyurethane as outlined in the attached tabulation document. The award of this contract allows the city to purchase the services 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 or use a minimum or maximum amount of services, payment will be rendered pursuant to the unit prices bid.

The City of Richardson and the City of Grand Prairie have an existing interlocal agreement for cooperative purchasing as provided by Texas Government Code, Chapter 791.025 and Texas Local Government Code, Subchapter F, Section 271.102. This agreement automatically renews annually unless either party gives prior notice of termination.

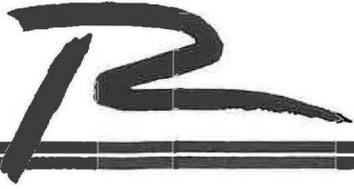
A total of \$187,000 is available in account 353-8702-583-7524, Project #SR1101 for this expenditure.

Concur:


Kent Pfeil

Attachments

Xc: Bill Keffler
Dan Johnson
Michelle Thames
David Morgan
Cliff Miller



MEMO

TO: Pam Kirkland, Purchasing Manager

FROM: Travis Switzer, Assistant Director of Public Services 

CC: Jerry Ortega, Director of Public Services
Bill Martin, Assistant Purchasing Manager
Charles Vessel, Street Superintendent
Candi Hughes, Contract Administrator

SUBJ: Pavement Leveling Piggy-back

DATE: March 16, 2011

I recommend that the City piggyback off the City of Grand Prairie's RFB #07037, Pavement Leveling Contract with Nortex Concrete Lift and Stabilization, of Fort Worth, Texas via Interlocal Agreement in an amount of \$187,000. Purchases from this contract will be charged to account number 353-8702-583-7524 SR#1101.

CITY OF GRAND PRAIRIE, TX
 Pavement Leveling Program - RFB #07037
 5-Jun-07
 1yr +1+1+1+1

			Nortax David Simpson 817-831-1240 Ft. Worth TX		Uretek USA, Inc Dwight Lee 817-431-8183 Tomball, TX	
ITEM	DESCRIPTION	EST. QTY	UNIT	EXTENDED	UNIT	EXTENDED
1	Polyurethane Slab Jacking 14" X 0.125" Dry/Wet	34,041	\$ 3.31	\$ 112,675.71	\$ 3.55	\$ 120,845.55
TOTAL				\$ 112,675.71		\$ 120,845.55

Awarded Vendor



**AMENDMENT TO PRICE AGREEMENT CONTRACT
NON MONETARY CHANGE
CITY OF GRAND PRAIRIE**

STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF DALLAS §

THIS AMENDMENT is made and entered into this date by and between the **CITY OF GRAND PRAIRIE**, a Texas municipal corporation (hereinafter referred to as the "CITY", and **NORTEX CONCRETE LEVELING** (hereinafter referred to as "VENDOR").

WHEREAS, the CITY and VENDOR have entered into a price agreement to provide pavement leveling per bid award resulting from vendor's response to RFB #07037, submitted by David Simpson on April 23, 2007; and

WHEREAS, the above referenced agreement was for an initial term of one year with the option to renew for four additional one year periods. This Contract was effective as of June 6, 2007, and was to terminate at midnight on June 5, 2008, unless the parties mutually agreed in writing to extend the term of the Contract through an allowable renewal option, or, unless otherwise terminated as provided in paragraph XVI of the original contract; and

WHEREAS, the parties mutually agreed to execute the third of the four available renewal options and extend the term of the contract through midnight on June 5, 2011, at which time it would expire unless the parties mutually agreed in writing to extend the term of the Contract through an allowable renewal option, or, unless otherwise terminated as provided in paragraph XVI of the original contract;

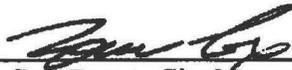
NOW, THEREFORE, for and in consideration of the mutual acts and covenants set out herein, the parties agree as follows:

1. The parties mutually agree to extend the term of the contract and execute the final available renewal option and extend the contract expiration to midnight on June 5, 2012 at which time all of the work called for under this Contract must be completed; and
2. The estimated annual amount to be paid to VENDOR under such contract shall remain the sum of \$270,437.00, to reflect the contract renewal; and
3. This shall constitute an Authorization for extension of price agreement as set out in the agreement between the parties, and an amendment to such contract. All of the terms and conditions of the original contract shall remain in full force and effect, as amended hereto, unless set out otherwise herein.

EXECUTED this the 14th day of March, 2011

CITY OF GRAND PRAIRIE, TEXAS

NORTEX CONCRETE LEVELING

By: 
Tom Cox, Deputy City Manager

By: 
Printed Name: DAVID S. SIMPSON

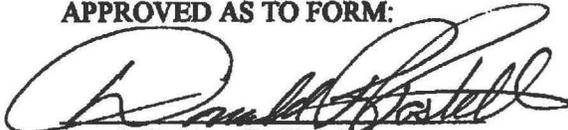
Title: GM

ATTEST:

for

Cathy Dimaggio, City Secretary

APPROVED AS TO FORM:


Donald R. Postell, City Attorney

RECEIVED

MAR 04 2011

CITY OF GRAND PRAIRIE
PURCHASING



MEMO

DATE: March 21, 2011
TO: Kent Pfeil – Director of Finance
FROM: Pam Kirkland – Purchasing Manager *Pam*
SUBJECT: Award of Bid #33-11 for the emergency purchase to repair water line damage at the Charles W. Eisemann Center to All Star Restoration for an amount not to exceed \$93,733.70 pursuant to Local Government Code, Chapter 252.022(a)(1)(2)(3) for a procurement that requires immediate appropriation of money due to a public calamity; to protect the public health of citizens; and to repair the unforeseen damage of public equipment

Proposed Date of Award: March 28, 2011

I concur with the recommendation of Joe Travers, Assistant Director of Public Services, and request council approval for emergency repair of damages suffered from a burst water line at the Charles W. Eisemann Center to All Star Restoration in an amount not to exceed \$93,733.70.

Groves and Powers, Inc., adjuster for our insurance carrier, provided the attached estimate of the repairs for the damages received at the Eisemann Center on February 4, 2011. The estimate includes pricing for dehumidifying, drywall, acoustic plaster, laminate wall finish w/trim, cove base molding, painting, finish carpentry and removal and reinstallation of the wood flooring. All Star Restoration was called in to begin the repairs on February 16, 2011.

An emergency purchase procedure was authorized, as per Local Government Code, Chapter 252.022(a)(1)(2)(3), to make a procurement necessary due to unforeseen water damage to the ceiling, walls, and flooring of the Bank of America venue, the basement hall, the entry foyer, the Box Office, TXU Lobby, basement storage, control room and side entry. Repairs were needed to avoid refunds for scheduled events in the center.

This is an insured loss with reimbursement from our insurance carrier for costs in excess of \$25,000.

Concur:


Kent Pfeil

ATTACHMENTS

xc: Bill Keffler
Dan Johnson
Michelle Thames
David Morgan
Cliff Miller



MEMO

TO: Pam Kirkland, Purchasing Manager
FROM: Joe Travers, Assistant Director of Public Services
SUBJECT: Emergency Water Damage Repairs, Charles W. Eisemann Center
DATE: March 11, 2011

As a follow-up to earlier correspondence regarding the referenced issue, we have received the Insurance Adjuster's estimate for the damage. The estimate, which is attached for your records, is \$93,733.70. Therefore, the purchase order should be revised to reflect this estimate. We do not anticipate any unforeseen damages but we will advise should any be discovered.

As anticipated, the work is being performed by All Star Restoration and is currently underway. We expect all emergency restoration work to be complete by early April. Any work necessary to correct the underlying causes for the damage will be completed using normal bidding procedures.

Per our earlier discussions; we expect the City's financial exposure for emergency damages to be capped at the \$25,000 deductible. The City will pay for all repairs directly and reimburse the appropriate account when Insurance proceeds are received. Should you need anything additional, please let me know. Thanks.

Cc: Jerry Ortega, Director of Public Services

**GROVES AND POWERS INC.**

508 W. VANDAMENT SUITE 304 YUKON, OKLAHOMA 73099

Insured: City of Richardson
Property: 2351 Performance Dr
Richardson, TX 75082
Home: PO Box 83039
Richardson, TX 75083

Business: (972) 804-2259

Claim Rep.: JEFF MASON
Business: 508 W VANDAMENT SUIT 304
YUKON, OK 73109

Business: (405) 354-1139

Estimator: JEFF MASON
Business: 508 W VANDAMENT SUIT 304
YUKON, OK 73109

Business: (405) 354-1139

Claim Number: E2805875-011-P6**Policy Number:** 2071068514**Type of Loss:** Freeze

Date Contacted: 2/10/2011

Date of Loss: 2/4/2011

Date Inspected: 2/11/2011

Date Received: 2/10/2011 11:28 AM

Date Entered: 2/14/2011 9:14 AM

Price List: TXDF5B_FEB11
Restoration/Service/Remodel
Estimate: CITY_OF_RICHARDSON

THIS IS A ESTIMATE ONLY AND IS SUBJECT TO REVIEW AND APPROVAL BY THE INSURANCE COMPANY.

**GROVES AND POWERS INC.**

508 W. VANDAMENT SUITE 304 YUKON, OKLAHOMA 73099

CITY_OF_RICHARDSON**BANK OF AMERICA HALL**

DESCRIPTION	QNTY	UNIT COST	TOTAL
1. R&R Maple floor - #2 or better - no finish	3,732.00 SF @	11.14 =	41,574.48
2. R&R Underlayment - 3/4" BC plywood	3,732.00 SF @	2.33 =	8,695.56
3. R&R Vapor barrier - visqueen - 6mil	3,732.00 SF @	0.26 =	970.32
4. Sand, stain, and finish wood floor	3,732.00 SF @	3.75 =	13,995.00
14. Dehumidifier (per 24 hour period) - XLarge - No monitoring	4.00 EA @	104.29 =	417.16
15. Air mover (per 24 hour period) - No monitoring	20.00 EA @	25.61 =	512.20
16. Equipment setup, take down, and monitoring (hourly charge)	4.00 HR @	38.34 =	153.36
1 DEHUMIDIFER FOR 4 DAYS/ 5 AIR MOVERS FOR 4 DAYS			

HALLBASEMENT

DESCRIPTION	QNTY	UNIT COST	TOTAL
5. R&R Acoustic plaster over metal lath	50.00 SF @	8.06 =	403.00
7. Paint the surface area - two coats	3,000.00 SF @	0.66 =	1,980.00
8. Scaffold - per section (per day)	8.00 DA @	11.87 =	94.96
11. Mask or cover per square foot	234.00 SF @	0.41 =	95.94
12. Recessed light fixture - Detach & reset entire unit	1.00 EA @	97.43 =	97.43
13. Baseboard - Detach and reset - oversized or multimember	322.00 LF @	1.76 =	566.72

Entry/Foyer

DESCRIPTION	QNTY	UNIT COST	TOTAL
17. R&R Plastic laminate wall finish w/trim - Commercial	256.00 SF @	6.02 =	1,541.12
18. Scaffolding Setup & Take down - per hour	2.00 HR @	26.82 =	53.64
19. Scaffold - per section (per day)	8.00 DA @	11.87 =	94.96
2 SECTIONS 4 DAYS			

BOX OFFICE

DESCRIPTION	QNTY	UNIT COST	TOTAL
20. R&R Cove base molding - rubber or vinyl, 4" high	28.00 LF @	1.69 =	47.32
21. Contents - move out then reset - Small room	1.00 EA @	25.37 =	25.37

**GROVES AND POWERS INC.**

508 W. VANDAMENT SUITE 304 YUKON, OKLAHOMA 73099

TXU LOBBY

DESCRIPTION	QNTY	UNIT COST	TOTAL
23. R&R Drywall replacement per LF - up to 2' tall	62.00 LF @	5.88 =	364.56
24. Texture drywall - smooth / skim coat	124.00 SF @	0.57 =	70.68
25. Paint the surface area - two coats	614.00 SF @	0.66 =	405.24
26. Seal/prime the surface area - one coat	614.00 SF @	0.36 =	221.04
27. Scaffolding Setup & Take down - per hour	4.00 HR @	26.82 =	107.28
28. Scaffold - per section (per day)	16.00 DA @	11.87 =	189.92
4 SECTIONS 4 DAYS			
29. R&R 5/8" drywall - hung, taped, ready for texture	90.00 SF @	1.44 =	129.60
30. R&R Acoustic plaster over metal lath	90.00 SF @	8.06 =	725.40
31. Paint the surface area - two coats	90.00 SF @	0.66 =	59.40
32. Seal/prime the surface area - one coat	90.00 SF @	0.36 =	32.40
33. R&R Baseboard - 4 1/4" hardwood	62.00 LF @	5.12 =	317.44
34. Stain & finish baseboard - oversized	62.00 LF @	1.19 =	73.78
35. Track for track lighting - Detach & reset	12.00 LF @	7.82 =	93.84
36. Fixture (can) for track lighting - Detach & reset	4.00 EA @	12.56 =	50.24

BASEMENT STORAGE

DESCRIPTION	QNTY	UNIT COST	TOTAL
37. R&R Cove base molding - rubber or vinyl, 4" high	50.00 LF @	1.69 =	84.50
38. Contents - move out then reset - Large room	1.00 EA @	50.69 =	50.69

CONTROLRM

DESCRIPTION	QNTY	UNIT COST	TOTAL
39. Paint the surface area - two coats	324.00 SF @	0.66 =	213.84
40. Seal/prime the surface area - one coat	324.00 SF @	0.36 =	116.64
41. R&R Cove base molding - rubber or vinyl, 4" high	36.00 LF @	1.69 =	60.84
42. Contents - move out then reset - Small room	1.00 EA @	25.37 =	25.37
43. R&R 5/8" drywall - hung, taped, floated, ready for paint	32.00 SF @	1.60 =	51.20

SIDE ENTRY

DESCRIPTION	QNTY	UNIT COST	TOTAL
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**GROVES AND POWERS INC.**

508 W. VANDAMENT SUITE 304 YUKON, OKLAHOMA 73099

CONTINUED - SIDE ENTRY

DESCRIPTION	QNTY	UNIT COST	TOTAL
44. R&R 5/8" drywall - hung, taped, with smooth wall finish	132.00 SF @	2.26 =	298.32
45. Seal/prime the surface area - one coat	132.00 SF @	0.36 =	47.52
46. Paint the surface area - two coats	132.00 SF @	0.66 =	87.12

CLEANING/DUMPSTER/MI

DESCRIPTION	QNTY	UNIT COST	TOTAL
47. Dumpster load - Approx. 30 yards, 5-7 tons of debris	2.00 EA @	513.01 =	1,026.02
48. Final cleaning - construction - Commercial	5,000.00 SF @	0.12 =	600.00
49. Dust control barrier per square foot	3,000.00 SF @	0.43 =	1,290.00



GROVES AND POWERS INC.

508 W. VANDAMENT SUITE 304 YUKON, OKLAHOMA 73099

Summary for Dwelling

Line Item Total				78,111.42
Overhead	@	10.0% x	78,111.42	7,811.14
Profit	@	10.0% x	78,111.42	7,811.14
Replacement Cost Value				\$93,733.70
Less Deductible				(25,000.00)
Net Claim				\$68,733.70

JEFF MASON



MEMO

TO: Bill Keffler, City Manager
THRU: Cliff Miller, Assistant City Manager
FROM: Jerry Ortega, Director of Public Services 
SUBJECT: Emergency Water Damage Repairs, Charles W. Eisemann Center
DATE: February 7, 2011

On Friday, February 4, a fire sprinkler discharge at the Eisemann Center resulted in significant damage to the ceiling and wood floor in the Bank of America Venue as well as damage to floor coverings in the concession area and ticket offices. In addition, a burst water line on the west side of the lobby damaged ceilings in that area. Due to scheduling at the Eisemann Center, it is imperative that required restoration work in the damaged areas be undertaken as soon as possible to minimize impact on previously planned events.

Since our normal design-bid-build procedure would take several weeks and push project completion well into April, I am requesting relief from the competitive bidding requirements. This is allowed under Section 252.022(a)(1) of the Local Government code, which waives the requirements for emergency situations. I have discussed this with Purchasing Department Staff and they concur that this is the best course of action under the circumstances. We have also set recent precedent in 2007 when an emergency valve repair was required at East Side Pump Station and again in 2010, when a similar damaging event occurred at the Eisemann Center.

Facilities Staff is currently working with a restoration contractor to assess the extent of damage and determine exact costs for repair. Based on a similar incident that occurred in early 2010, we expect repairs to be approximately \$60,000. We will endeavor to have a contractor ready to begin repairs within two weeks. This is expected to be an insured loss with reimbursement from our Insurance Carrier for costs in excess of \$25,000. With your approval, we will proceed with this work.

APPROVED:



Bill Keffler, City Manager

Cc: Joe Travers, Assistant Director of Public Services
Pam Kirkland, Purchasing Manager



**City of Richardson
City Council Meeting
Agenda Item Summary**



Meeting Date: Monday, March 28, 2011

Agenda Item: Review and Discuss Item Listed on the City Council Meeting Agenda

Staff Resource: Bill Keffler, City Manager

Summary: The City Council will have an opportunity to preview and discuss with City Staff the agenda items that will be voted on at the City Council Meeting immediately following the Work Session.

Board/Commission Action: Various, if applicable.

Action Proposed: No action will be taken.



**City of Richardson
City Council Worksession
Agenda Item Summary**



City Council Meeting Date: Monday, March 28, 2011

Agenda Item: Proclamation for Cathy Cawthon's Service to the Richardson Soccer Association

Staff Resource: Michael Massey, Director of Parks and Recreation

Summary: The City of Richardson will recognize Cathy Cawthon's service as a volunteer, board member and President of the Richardson Soccer Association

Board/Commission Action: N/A

Action Proposed: Proclamation

WHEREAS: It was 1993, the Rowdies Team was anxiously awaiting the start of soccer season, but without a coach the team would not be permitted to play. Wiping the tears from her daughter's eyes, Cathy Cawthon stepped up, signed her name on the roster as "Coach", and began the first of three years of commitment, dedication, participation, and delight on the soccer field sidelines; and

WHEREAS: After establishing her legacy as Coach, Cathy served on the Richardson Soccer Association (RSA) Board for fifteens years, with ten of those years as President; and

WHEREAS: During her years of service on the Board, Cathy was instrumental in extending RSA's first grant to the City, supporting such projects as soil improvements, grass seed and soccer goals; donating over \$100,000 in grants and securing \$75,000 in matching funds from the North Texas Soccer Association, all to further the sport of soccer in Richardson; and

WHEREAS: Soccer player and manager George Graham once said "The goalkeeper is the jewel in the soccer crown"; like the goalkeeper, Cathy Cawthon is the jewel in the RSA crown, insuring the integrity of the game, providing a wholesome playing environment, and keeping the soccer dream alive for future players; and

WHEREAS: The City of Richardson joins with family, friends and RSA associates in thanking Cathy for her community service and specifically for her tenure with the Richardson Soccer Association.

NOW, THEREFORE, I, Gary A. Slagel, Mayor of the City of Richardson, Texas, do hereby recognize:

CATHY CAWTHON

for her dedicated service and encourage our citizens to join in paying tribute to Mrs. Cawthon for her extraordinary contributions to the betterment of soccer in Richardson.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City to be affixed on this 28th day of March 2011.



**City of Richardson
City Council Worksession
Agenda Item Summary**



Worksession Meeting Date: Monday, March 28, 2011

Agenda Item: Review and Discuss Community Meeting 2, Phase 2 and Draft Ordinance – West Spring Valley Corridor Reinvestment Study

Staff Resource: Monica Heid, Community Project Manager

Summary: Staff will present a summary of the March 17, 2011, Community Meeting, the final such meeting prior to public hearings on the rezoning of the West Spring Valley Corridor, and the highlights of the draft PD ordinance

Board/Commission Action: None

Action Proposed: Review and Discuss



**City of Richardson
City Council Meeting
Agenda Item Summary**



Meeting Date: Monday, March 28, 2011

Agenda Item: Items of Community Interest

Staff Resource: Bill Keffler, City Manager

Summary: 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 of Richardson 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 the posting of the agenda.

Board/Commission Action: NA

Action Proposed: No action will be taken.



**City of Richardson
City Council Meeting
Agenda Item Summary**



Meeting Date: Monday, March 28, 2011

Agenda Item: Executive Session

Staff Resource: Bill Keffler, City Manager

Summary: The Council will convene into a closed session in compliance with Texas Government Code Section 551.071(2) – Consultation with City Attorney to seek legal advice regarding Land Use and Development Regulations for the West Spring Valley Corridor.

Board/Commission Action: N/A

Action Proposed: Council will reconvene into open session to take any action, if any, on matters discussed in executive session.

