

**RICHARDSON CITY COUNCIL  
MONDAY, FEBRUARY 10, 2014  
WORK SESSION AT 6:00 PM; COUNCIL MEETING AT 7:30 PM  
CIVIC CENTER/CITY HALL, 411 W. ARAPAHO, RICHARDSON, TX**

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The Richardson City Council will conduct a Work Session at 6:00 p.m. on Monday, February 10, 2014 in the Richardson Room of the Civic Center, 411, W. Arapaho Road, Richardson, Texas. The Work Session will be followed by a Council Meeting at 7:30 p.m. in the Council Chambers. Council will reconvene the Work Session following the Council Meeting if necessary.

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

**WORK SESSION – 6:00 PM, RICHARDSON ROOM**

• **CALL TO ORDER**

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

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

**B. REVIEW AND DISCUSS THE POLICE DEPARTMENT 2013 YEAR END REVIEW**

**C. PRESENTATION OF TEXAS POLICE CHIEF’S ASSOCIATION BEST PRACTICES PROGRAM  
“CERTIFICATE OF RECOGNITION”**

**D. REVIEW AND DISCUSS FARMER’S MARKET REGULATIONS**

**E. REVIEW AND DISCUSS THE 2014 HEIGHTS FAMILY AQUATIC CENTER SCHEDULE AND  
OPERATIONS PLAN**

**F. REPORT ON ITEMS OF COMMUNITY INTEREST**

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

**COUNCIL MEETING – 7:30 PM, COUNCIL CHAMBERS**

**1. INVOCATION – SCOTT DUNN**

**2. PLEDGE OF ALLEGIANCE: U.S. AND TEXAS FLAGS – SCOTT DUNN**

**3. MINUTES OF THE JANUARY 27, 2014 AND FEBRUARY 3, 2014 MEETINGS**

**4. VISITORS**

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

**5. CONSENT AGENDA:**

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

**A. CONSIDER THE FOLLOWING RESOLUTIONS:**

1. RESOLUTION NO. 14-03, APPROVING THE TERMS AND CONDITIONS OF A PROJECT SPECIFIC AGREEMENT REGARDING ARAPAHO ROAD, SUPPLEMENTAL TO THE MASTER INTERLOCAL AGREEMENT BY AND BETWEEN DALLAS COUNTY, TEXAS, AND THE CITY OF RICHARDSON, TEXAS, AND AUTHORIZING ITS EXECUTION BY THE MAYOR.
2. RESOLUTION NO. 14-04, APPROVING THE TERMS AND CONDITIONS OF A PROJECT SPECIFIC AGREEMENT REGARDING LOOKOUT DRIVE, SUPPLEMENTAL TO THE MASTER INTERLOCAL AGREEMENT BY AND BETWEEN DALLAS COUNTY, TEXAS, AND THE CITY OF RICHARDSON, TEXAS, AND AUTHORIZING ITS EXECUTION BY THE MAYOR.
3. RESOLUTION NO. 14-05, APPROVING THE TERMS AND CONDITIONS OF THE AGREEMENT TO CONTRIBUTE RIGHT OF WAY FUNDS FOR ACCESS AND EGRESS TURN LANES AND RADIUS IMPROVEMENTS ON HIGHWAY NO. US 75 FRONTAGE ROADS IN RICHARDSON FROM DALLAS COUNTY LINE TO PGBT; SAID AGREEMENT BEING BY AND BETWEEN THE CITY OF RICHARDSON, TEXAS, AND THE STATE OF TEXAS, ACTING BY AND THROUGH THE TEXAS DEPARTMENT OF TRANSPORTATION, AND AUTHORIZING EXECUTION BY THE CITY MANAGER OF SAID AGREEMENT.
4. RESOLUTION NO. 14-06, APPROVING THE TERMS AND CONDITIONS OF THE AGREEMENT TO CONTRIBUTE RIGHT OF WAY FUNDS FOR ACCESS AND EGRESS TURN LANES AND RADIUS IMPROVEMENTS ON HIGHWAY NO. US 75 FRONTAGE ROADS IN RICHARDSON FROM NORTH OF MIDPARK TO COLLIN COUNTY LINE; SAID AGREEMENT BEING BY AND BETWEEN THE CITY OF RICHARDSON, TEXAS, AND THE STATE OF TEXAS, ACTING BY AND THROUGH THE TEXAS DEPARTMENT OF TRANSPORTATION, AND AUTHORIZING EXECUTION BY THE CITY MANAGER OF SAID AGREEMENT.

**B. AUTHORIZE THE ADVERTISEMENT OF THE FOLLOWING BIDS:**

1. BID #31-14 – STREET REHABILITATION OF NANTUCKET DRIVE. BIDS TO BE RECEIVED BY FRIDAY, MARCH 7, 2014 AT 2:00 P.M.
2. BID #36-14 – ANIMAL SHELTER EQUIPMENT. BIDS TO BE RECEIVED BY THURSDAY, MARCH 6, 2014 AT 2:00 P.M.
3. BID #38-14 – FIRE TRAINING CENTER CAR FIRE PROP. BIDS TO BE RECEIVED BY THURSDAY, FEBRUARY 27, 2014 AT 2:00 P.M.

**C. CONSIDER AWARD OF BID #22-14 – WE RECOMMEND THE AWARD TO ESTRADA CONCRETE CO., LLC, FOR THE 2014 COLLECTOR STREET PAVEMENT REPAIR PROJECT IN THE AMOUNT OF \$442,625.00.**

**D. CONSIDER AWARD OF COMPETITIVE SEALED PROPOSAL #901-14 – WE RECOMMEND THE AWARD TO ROESCHCO CONSTRUCTION, INC., FOR THE 2014 ONCOR SIGNATURE TRAILS LANDSCAPE PROJECT IN THE AMOUNT OF \$234,924.00.**

**E. AUTHORIZE THE CITY MANAGER TO EXECUTE CHANGE ORDER NO. 2 TO INCREASE PURCHASE ORDER NO. 131093 TO FIREBLAST 451, INC., IN THE AMOUNT OF \$64,836.55.**

6. RECEIVE THE FEBRUARY 5, 2014 SIGN CONTROL BOARD MINUTES AND CONSIDER FINAL APPROVAL OF SCB CASE 14-03, AMERICAN GOLD AND DIAMOND.
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**EXECUTIVE SESSION**

In compliance with Section 551.087(1) and (2) of the Texas Government Code, Council will convene into a closed session to discuss the following:

- Deliberation Regarding Economic Development Negotiations
  - Commercial Development – Renner Rd./Jupiter Rd., Galatyn Parkway/U.S. 75, and Plano Rd./Bush Turnpike Areas

**RECONVENE INTO REGULAR SESSION**

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

- **ADJOURN**

I CERTIFY THE ABOVE AGENDA WAS POSTED ON THE BULLETIN BOARD AT THE CIVIC CENTER/CITY HALL ON FRIDAY, FEBRUARY 7, 2014, BY 5:00 P.M.

\_\_\_\_\_  
AIMEE NEMER, CITY SECRETARY

THIS BUILDING IS WHEELCHAIR ACCESSIBLE. ANY REQUESTS FOR SIGN INTERPRETIVE SERVICES MUST BE MADE 48 HOURS IN ADVANCE OF THE MEETING BY CALLING 972-744-4100 OR 972-744-4001.



City of Richardson  
City Council Worksession  
Agenda Item Summary



**Worksession Meeting Date:** Monday, February 10, 2014

**Agenda Item:** Police Department 2013 Year End Review

**Staff Resource:** Jim Spivey, Chief of Police

**Summary:** During 2013, the police department incorporated several programs to address criminal activity and improve collaboration with both internal and external stakeholders. Chief Spivey will review 2013 crime statistics, performance, prevention and partnership strategies used to address crime, and their overall impact.

**Board/Commission Action:** N/A

**Action Proposed:** During Monday's Work Session, Chief Spivey will discuss overall crime in Richardson during 2013, steps taken to address these issues, results, and programming for 2014 to further strengthen partnerships between the police department and the community.





City of Richardson  
City Council Worksession  
Agenda Item Summary



**Worksession Meeting Date:** Monday, February 10, 2014

**Agenda Item:** Presentation of Texas Police Chief's Association Best Practices Program "Certificate of Recognition"

**Staff Resource:** Jim Spivey, Chief of Police

**Summary:** In 2009 the Richardson Police Department was certified as a "Recognized" Agency by the Texas Police Chief's Association Best Practices Program. This program encompasses a comprehensive set of standards of policy and processes encompassing all aspects of the police department. In December 2013 the department was evaluated by TPCA assessors for compliance with 165 best practice standards achieving "Re-Recognized" status.

**Board/Commission Action:** N/A

**Action Proposed:** During Monday's Work Session, a representative from the Texas Police Chiefs Association Best Practices Program will present the certificate honoring the Richardson Police Department as a "Re-Recognized" Agency.



City of Richardson  
City Council Worksession  
Agenda Item Summary



**City Council Meeting Date:** Monday, February 10, 2014

**Agenda Item:** Review and Discuss Farmer's Market Regulations

**Staff Resource:** Bill Alsup, Director of Health

**Summary:** City staff will provide background information related to Farmer's Markets and provide recommendations for City Council consideration regarding a proposed ordinance related to the regulation of Farmer's Markets.

**Board/Commission Action:** N/A

**Action Proposed:** Consider Adoption of Proposed Ordinance at a Future Meeting



City of Richardson  
City Council Worksession  
Agenda Item Summary



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**Worksession Meeting Date:** Monday, February 10, 2014

**Agenda Item:** Review and Discuss the 2014 Heights Family Aquatic Center Schedule and Operations Plan

**Staff Resource:** Michael Massey, Director of Parks and Recreation  
Chris Cottone, Superintendent of Athletics and Aquatics

**Summary:** City staff will provide an overview of the proposed 2014 Heights Family Aquatic Center schedule and operations plan.

**Board/Commission Action:** N/A

**Action Proposed:** N/A

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**MINUTES**  
**RICHARDSON CITY COUNCIL**  
**WORK SESSION AND REGULAR MEETING**  
**JANUARY 27, 2014**

**WORK SESSION – 6:00 P.M.:**

- **Call to Order**

Mayor Maczka called the meeting to order at 6:00 p.m. with the following Council members present:

Laura Maczka	Mayor
Bob Townsend	Mayor Pro Tem
Mark Solomon	Councilmember
Scott Dunn	Councilmember
Kendal Hartley	Councilmember
Paul Voelker	Councilmember
Steve Mitchell	Councilmember

The following staff members were also present:

Dan Johnson	City Manager
David Morgan	Deputy City Manager
Cliff Miller	Assistant City Manager Development Services
Don Magner	Assistant City Manager Community Services
Shanna Sims-Bradish	Assistant City Manager Admin/Leisure Services
Aimee Nemer	City Secretary
Michael Spicer	Director of Development Services
Dave Carter	Assistant Director of Development Services
Tina Firgens	Planning Projects Manager
Steve Spanos	Director of Engineering
Jim Lockart	Assistant Director of Engineering
Jim Dulac	Senior Project Engineer
Taylor Paton	Management Analyst

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

Michael Spicer, Director of Development Services, reviewed Item 6 - Ordinance No. 4037, specifically, the Phasing Plan and the initial Phase 1 development. He also reviewed the regulating plan. He explained that both plans will be included with the adoption of the ordinance.

**B. REVIEW AND DISCUSS THE CITY OF RICHARDSON URBAN LAKES**

Jim Dulac, Senior Project Engineer, reviewed the following information for Council.

Background

What are Urban Lakes?

- Water bodies found in urban settings
- Typically small and relatively shallow
- Defined outflow structure
- Typically receive runoff from developed watersheds

What do Urban Lakes do?

- Amenities to many neighborhoods, businesses, parks, and golf courses
  - Enhance property values
  - Provide aesthetic benefits and aquatic habitat
  - Enhance recreation
- Many urban lakes are a conduit for storm water runoff from public drainage systems
- Some help control storm water runoff rates and improve water quality downstream
- Can supply water for irrigation

Number of Urban Lakes in the City

- City Owned (37)
- Public Other (2)
- Commercial (18)
- Residential Multiple Owner (10)
- Residential HOA (5)
- Private Undeveloped (4)

Mr. Dulac reviewed the background of the urban lakes and an urban lake support strategies. In summary he explained the next steps:

- Continue updating and improving overall understanding of city drainage needs
  - Update the 2009 Urban Lake Study
    - Establish appropriate priorities for each lake type
    - Update cost estimates for high priority lakes
  - Updated the 2009 Erosion Repair Program Inventory
  - Perform Watershed Studies
- Improve storm water pollution prevention practices
  - Implement Kirby Lake Watershed Inlet Debris Collection Pilot Project
  - Update City Storm Management Plan

## **C. REVIEW AND DISCUSS THE MAIN STREET/CENTRAL EXPRESSWAY STUDY PHASE II**

Ms. Tina Firgens, Planning Projects Manager, addressed this item with Council reviewing the background and status of the project. She reviewed the proposed tours and timeframe as listed below and requested Council feedback on the proposed dates.

### Local (Richardson) Tour

- Visit the four sub-districts
- Visit potential catalyst sites

### Dallas Area Tour

- Visit 6-7 sites that are conceptually representative of potential development opportunities

<b>Tentative Timeframe for Main Street/Central Expressway Study Phase II</b>	
<b>Timeframe</b>	<b>Task</b>
February/March 2014	Tours: <ul style="list-style-type: none"> <li>• Local tour (four sub-districts)</li> <li>• Dallas area tour</li> </ul> Council feedback <ul style="list-style-type: none"> <li>• Tour follow-up discussion</li> <li>• Present Interim Phase findings</li> </ul> Initiate code writing <ul style="list-style-type: none"> <li>• Develop standards for Main Street, Central Place, Chinatown and Interurban; and</li> <li>• Overlay Standards for remaining corridor sub-districts</li> </ul>
April/May 2014	<ul style="list-style-type: none"> <li>• Community workshops</li> <li>• Council/CPC briefings</li> </ul>
June/July & September 2014	<ul style="list-style-type: none"> <li>• Property owner engagement</li> <li>• Community workshops</li> <li>• Council/CPC briefings</li> </ul>
October 2014	CPC code consideration
November/December 2014	Council code consideration and adoption

**D. REVIEW AND DISCUSS THE TXDOT US 75 FRONTAGE ROAD IMPROVEMENTS**

Mr. Dave Carter, Assistant Director of Development Services, reviewed this item for Council explaining the following:

Background

- 2000 – Staff listed US 75 Frontage Road improvements as a future need.
- 2002 – NCTCOG call for projects for a Strategic Programming Initiative. US 75 Frontage Road improvements were submitted and approved by RTC.
- 2013 - TxDOT completed design and is now working on utility relocations and ROW acquisition.

Improvement Locations

Right Turn Bays (Northbound 75)

- TI Blvd./Fossil Driveway
- Lookout Drive
- Glenville Drive
- PGBT Frontage Road

Right Turn Bays (Southbound 75)

- Fallcreek Drive

Turning Radius (Northbound 75)

- Jackson Street

Turning Radius (Southbound 75)

- Dumont Drive
- Monte Blaine Ln.
- Melrose Dr.
- Collins Blvd.
- Gateway Blvd.
- Municipal Drive

Council Action

The Work Session was recessed at 7:26 to convene into the Regular Meeting at 7:30 p.m. The remaining Work Session items were discussed following the Regular Meeting at 7:58 p.m.

## **E. REVIEW AND DISCUSS THE DEVELOPMENT OF A COMMUNITY ARTS WEBSITE**

Ms. Shanna Sims-Bradish reviewed the Community Arts Calendar and Website: [www.artsinrichardson.com](http://www.artsinrichardson.com) and the new logo and tagline of Richardson Cultural Arts - Inspire, Create, Educate. She explained that the development of the website was a strategy for the Arts Commission goal to promote Richardson through citywide cultural offerings.

## **F. REPORT ON ITEMS OF COMMUNITY INTEREST**

Councilmember Solomon commented on the Eisemann Center over the past weekend with three sold-out venues including the Ten Tenors. He commended Bruce MacPherson and staff. Mr. Solomon also commented on the many HOA meetings held over the weekend as well as the celebration of the Vietnamese New Year.

Councilmember Mitchell prompted Mayor Maczka to report on activities she was involved in over the weekend. Mayor Maczka reported that the JJ Pearce Boys Swim Team won over the weekend and her son was named Outstanding Swimmer. She publicly congratulated him.

### **COUNCIL MEETING – 7:30 PM, COUNCIL CHAMBERS**

- 1. INVOCATION – MARK SOLOMON**
- 2. PLEDGE OF ALLEGIANCE: U.S. AND TEXAS FLAGS – MARK SOLOMON**
- 3. MINUTES OF THE JANUARY 13, 2014 MEETING**

#### **Council Action**

Councilmember Mitchell moved to approve the Minutes as presented. Councilmember Hartley seconded the motion. The motion passed, 7-0.

#### **4. VISITORS**

Ms. Joanne Groshardt addressed Council briefly with concerns about the practices of payday loan establishments. She introduced a Garland resident named Sonya that shared her experience with a payday loan.

#### **ACTION ITEMS:**

- 5. SCB CASE #14-01: TO CONSIDER THE REQUEST OF WIRELESS HOSPITAL FOR A VARIANCE TO THE CITY OF RICHARDSON CODE OF ORDINANCES, CHAPTER 18, ARTICLE III, SECTION 18-96(2)(b)(3)(i) TO ALLOW FOR A 8.5 SQUARE FOOT INCREASE TO THE 44 SQUARE FOOT BASE ALLOWABLE SIGN AREA FOR THE LEASE SPACE, TO ALLOW FOR A 52.51 SQUARE FOOT ATTACHED BUILDING SIGN IN A COMMERCIAL ZONED DISTRICT ON THE PROPERTY LOCATED AT 401 N. CENTRAL EXPY, #700; AND TAKE APPROPRIATE ACTION.**

#### **Council Action**

Councilmember Solomon moved to deny the variance request. Councilmember Dunn seconded the motion. The motion passed, 7-0.

6. **ADOPTION OF ORDINANCE NO. 4037, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND ZONING MAP TO GRANT A CHANGE IN ZONING FOR A 58.5-ACRE TRACT OF LAND FROM LR-M(2) LOCAL RETAIL, PD PLANNED DEVELOPMENT, AND TO-M TECHNICAL OFFICE TO PD PLANNED DEVELOPMENT FOR PROPERTY LOCATED ON THE WEST SIDE OF CENTRAL EXPRESSWAY, GENERALLY BOUNDED BY COLLINS BOULEVARD TO THE WEST, PALISADES BOULEVARD AND GALATYN PARKWAY WEST EXTENSION TO THE SOUTH, AND PALISADES CREEK DRIVE TO THE NORTH, SAID 58.5-ACRE TRACT BEING DESCRIBED IN EXHIBIT "A" HERETO.**

**Council Action**

Mayor Pro Tem Townsend moved to approve Ordinance 4037. Councilmember Solomon seconded the motion. Councilmember Mitchell commented that he did not approve the zoning due to the multi-family segment of the development and stated that he would not be approving the ordinance. The motion passed, 5-2, with Councilmember Mitchell and Councilmember Hartley voting in opposition.

**7. CONSENT AGENDA:**

**A. CONSIDER AWARD OF THE FOLLOWING BIDS:**

1. **BID #06-14 – WE RECOMMEND THE AWARD TO 3D PAVING AND CONTRACTING, LLC, FOR THE 2010 SIDEWALK REPLACEMENT PROJECT REGION 10 IN THE AMOUNT OF \$971,287.70.**
2. **BID #13-14 – WE RECOMMEND THE AWARD TO DALLAS BACKUP, INC., DBA ONSTAGE SYSTEMS FOR THE STAGES, LIGHTING, SOUND, BACKLINE, MISCELLANEOUS STRUCTURES & STAGE PERSONNEL FOR CITY FESTIVALS IN AN ESTIMATED AMOUNT OF \$174,897.**
3. **BID #16-14 – WE RECOMMEND THE AWARD TO FEDERAL MECHANICAL SYSTEMS, INC., FOR THE 2014 POLICE DEPARTMENT AND MUNICIPAL COURT HVAC UPGRADES IN THE AMOUNT OF \$421,500.**
4. **BID #29-14 – WE RECOMMEND THE AWARD TO TEXAS INDUSTRIES FOR THE BLIND AND HANDICAPPED FOR AN ANNUAL CONTRACT FOR JANITORIAL SERVICES AT THE PUBLIC LIBRARY, SERVICE CENTER, MUNICIPAL COURT, ANIMAL SHELTER, POLICE SUBSTATION AND GOLF IN THE AMOUNT OF \$154,910.52.**
5. **BID #32-14 – WE REQUEST AUTHORIZATION TO ISSUE A COOPERATIVE PURCHASE ORDER TO SILSBEE FORD/TOYOTA FOR THREE VEHICLES FOR POLICE AND CUSTOMER SERVICE THROUGH THE HOUSTON-GALVESTON AREA COUNCIL OF GOVERNMENTS CONTRACT #VE11-13 IN THE AMOUNT OF \$67,708.25.**

6. **BID #33-14 – WE REQUEST AUTHORIZATION TO ISSUE A COOPERATIVE PURCHASE ORDER TO MCNEILUS COMPANIES FOR A 40-YARD FRONT LOADER BODY FOR SOLID WASTE THROUGH THE TEXAS LOCAL GOVERNMENT STATEWIDE PURCHASING COOPERATIVE BUYBOARD CONTRACT #425-13 IN THE AMOUNT OF \$95,432.**
  
7. **BID #34-14 – WE RECOMMEND THE AWARD TO INTERCON DEMOLITION COMPANY FOR EMERGENCY GRINDING AND HAULING OF BRUSH FROM THE DECEMBER 2013 INCLEMENT WEATHER STORM PURSUANT TO LOCAL GOVERNMENT CODE, CHAPTER 252.022(a)(1)(3) DUE TO A PUBLIC CALAMITY THAT REQUIRES IMMEDIATE ACTION TO PROTECT THE PUBLIC HEALTH AND SAFETY OF OUR CITIZENS AND TO REPAIR THE UNFORESEEN DAMAGE OF PUBLIC PROPERTY FOR A TOTAL AMOUNT OF \$156,040.**

**Council Action**

Councilmember Solomon moved to approve the Consent Agenda as presented. Councilmember Hartley seconded the motion. The motion passed, 7-0. Following the Consent Agenda, Council reconvened into the Work Session at 7:58 p.m.

**EXECUTIVE SESSION**

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

- Deliberation Regarding Real Property
  
- U.S. 75/Floyd Rd, Renner Rd./Plano Rd. and Plano Rd./Apollo Rd. Areas

**Council Action**

Council convened into Executive Session at 8:10 p.m.

**RECONVENE INTO REGULAR SESSION**

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

**Council Action**

Council reconvened into Regular Session at 10:38 p.m. No action was taken.

**ADJOURNMENT**

With no further business, the meeting was adjourned at 10:38 p.m.

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MAYOR

ATTEST:

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CITY SECRETARY

**MINUTES**  
**RICHARDSON CITY COUNCIL**  
**WORK SESSION**  
**FEBRUARY 3, 2014**

**WORK SESSION – 6:00 P.M.:**

- **Call to Order**

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

Laura Maczka	Mayor
Bob Townsend	Mayor Pro Tem
Mark Solomon	Councilmember
Scott Dunn	Councilmember
Kendal Hartley	Councilmember
Paul Voelker	Councilmember
Steve Mitchell	Councilmember

The following staff members were also present:

Dan Johnson	City Manager
David Morgan	Deputy City Manager
Cliff Miller	Assistant City Manager Development Services
Don Magner	Assistant City Manager Community Services
Shanna Sims-Bradish	Assistant City Manager Admin/Leisure Services
Vickie Schmid	Deputy City Secretary
Kent Pfeil	Director of Finance
Keith Dagen	Assistant Director of Finance
Vicki McCarthy	Controller
Steve Spanos	Director of Capital Projects
Taylor Paton	Management Analyst

**A. VISITORS**

Ms. Joanne Groshardt addressed the Council regarding payday cash loan establishments.

Ms. Wanda Riley shared her experience with payday loan companies with Council.

Mr. Hugh Knoll addressed Council regarding Eisemann Center funds budgeted for loss and suggested that those funds be designated as a citizenry benefit fund.

**B. REVIEW AND DISCUSS THE FISCAL YEAR 2012 – 2013 COMPREHENSIVE ANNUAL FINANCIAL REPORT (CAFR) PRESENTATION**

Stewart Berkinshaw, KPGM Auditor, advised that the management team timely delivered the Comprehensive Annual Financial Report, the audit went well, and the City received an unmodified “clean” opinion. Councilman Voelker thanked Staff for a job well done.

**C. REVIEW AND DISCUSS THE DALLAS COUNTY ARAPAHO RD. AND LOOKOUT DR. INTERLOCAL AGREEMENT AND PROJECTS STATUS**

Don Magner, Assistant City Manager, addressed this item with Council reviewing the status of four projects for the removal and replacement of sections of failed pavement, made possible through partnership with Dallas County:

- Campbell Road (city limit to city limit) – Completed January 2014
- Belt Line Road (city limit to city limit) – Started January 2014/Anticipated completion June 2014
- Arapaho Road (city limit to city limit) – Anticipated start May 2014
- Lookout Drive (Plano Road to Fire Training/Emergency Operations Center) – Anticipated start Summer 2014

Mike Cantrell, Dallas County Commissioner – District 2, stated that Richardson was an energetic, forward thinking city and he looked forward to more partnership opportunities with Richardson.

## **F. REPORT ON ITEMS OF COMMUNITY INTEREST**

Councilman Solomon stated that he attended the Water Conference in Grapevine and reported that current low water levels were still a problem and water conservation efforts were still necessary.

Councilman Solomon reported that the Heart of the Arts hosted an outstanding awards ceremony.

Councilman Solomon thanked ALTRUSA for their contribution of a playroom for cats complete with a webcam. Councilman Dunn noted that the webcam was very effective and had helped many older cats to be adopted.

Mayor Maczka wished a Happy New Year to Richardson’s Asian community and expressed her appreciation for the diversity of our city.

Mayor Maczka recessed the meeting at 6:44 p.m.

## **D. ATTEND REVITALIZATION AWARDS WINNERS RECEPTION IN ALCOVE AT 6:45 – 7:30 P.M. ADJOURN TO THE CITY COUNCIL CHAMBER**

Mayor Maczka reconvened the meeting at 7:32 p.m.

## **E. PRESENTATION TO THE WINNERS OF RICHARDSON’S 2013 COMMUNITY REVITALIZATION AWARDS AT 7:30P.M.**

Members of the Revitalization Award Committee consisted of Mayor Laura Maczka, Councilman Paul Voelker, City Plan Commissioner Tom Maxwell, City Plan Commissioner Bill Ferrell, and Chamber of Commerce Representative Deborah Borum. Awards were presented to winning projects as follows:

- |                                  |  |
|----------------------------------|--|
| • <i>Alamo Drafthouse Cinema</i> | • <i>RISD Administration Building</i>        |
| • <i>Davenport Residence</i>     | • <i>II Creeks Plaza:</i>                    |
| • <i>Hutchings Residence</i>     | <i>Shady’s Burger Joint</i>                  |
| • <i>Kerr Residence</i>          | <i>The Pearl Cup</i>                         |
| • <i>Koch Residence</i>          |  |
| • <i>Leyden Residence</i>        | • <i>Callaway Architecture (not present)</i> |
| • <i>Luecht Residence</i>        |  |

**ADJOURNMENT**

With no further business, the meeting was adjourned at 7:53 p.m.

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MAYOR

ATTEST:

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CITY SECRETARY

**RESOLUTION NO. 14-03**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RICHARDSON, TEXAS, APPROVING THE TERMS AND CONDITIONS OF A PROJECT SPECIFIC AGREEMENT (HEREINAFTER "AGREEMENT") REGARDING ARAPAHO ROAD, SUPPLEMENTAL TO THE MASTER INTERLOCAL AGREEMENT BY AND BETWEEN DALLAS COUNTY, TEXAS (HEREINAFTER "COUNTY"), AND THE CITY OF RICHARDSON, TEXAS (HEREINAFTER "CITY"), AS MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO; AUTHORIZING ITS EXECUTION BY THE MAYOR; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Chapter 791 of the Texas Government Code and Chapter 261 of the Texas Transportation Code provides authorization for local governments to contract amongst themselves for the performance of governmental functions and services; and

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

**WHEREAS**, City now desires County to provide partial funding for such a duly qualified roadway maintenance and pavement repair project on Arapaho Road between Coit Road and Jupiter Road, all on public roadway situated in the City; and

**WHEREAS**, the City Council has been presented with a proposed Project Specific Agreement regarding Arapaho Road, a "Type B" Roadway Project, supplemental to the Master Interlocal Agreement by and between Dallas County, Texas, and the City of Richardson, Texas, for the purpose of transportation-related maintenance, repairs and improvements to be undertaken in certain designated blocks of enumerated public roadway, as more fully set forth and described in Attachments "A" and "B" to said Exhibit "A"; and

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

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

**SECTION 1.** That the terms, provisions, and conditions of the Project Specific Agreement Regarding Arapaho Road, a "Type B" Roadway Project, supplemental to the Master Interlocal Agreement, a copy of which is attached hereto as Exhibit "A", be, and the same are, hereby approved.

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

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

**DULY RESOLVED AND ADOPTED** by the City Council of the City of Richardson, Texas, on this the \_\_\_\_ day of \_\_\_\_\_, 2014.

CITY OF RICHARDSON, TEXAS

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY SECRETARY

APPROVED AS TO FORM:

\_\_\_\_\_  
PETER G. SMITH, CITY ATTORNEY  
(PGS:1-7-14:TM 64252)

**EXHIBIT "A"**

**Project Specific Agreement  
Re: Arapaho Road**

**(to be attached)**

STATE OF TEXAS §

COUNTY OF DALLAS §

**PROJECT SPECIFIC AGREEMENT**

**RE:  
ARAPAHO ROAD**

---

**A “TYPE B” ROADWAY PROJECT-- MADE PURSUANT TO DALLAS COUNTY’S  
MASTER ROAD & BRIDGE INTERLOCAL MAINTENANCE AGREEMENT WITH  
CITY OF RICHARDSON, TEXAS**

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

**WHEREAS**, Chapter 791 of the Texas Government Code and Chapter 261 of the Texas Transportation Code provides authorization for local governments to contract amongst themselves for the performance of governmental functions and services;

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

**WHEREAS**, City now desires County to provide partial funding for such a duly qualified roadway maintenance and pavement repair project on Arapaho Road between Coit Road and Jupiter Road all on public roadway situated in the City as more fully described on Attachment “A” (referred to as “Project”);

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

**Witnesseth**

**Article I.**

**Project Specific Agreement**

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

**Article II**

**Incorporated Documents**

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

1. Master Interlocal Agreement authorized by County Commissioners Court Order. 2013-0504, dated March 19, 2013, and additions thereto as incorporated herein,
2. Initial Projected Project Cost (Attachment "A"), and
3. Map/Diagram of the Proposed Work Site (Attachment "B").

**Article III**

**Term of Agreement**

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

**Article IV**

**Project Description**

This PSA is entered into by the parties for purpose of jointly identifying and funding repair, maintenance and improvements on duly qualified "Type B" public roadway within the City of Richardson, Texas. The Project shall consist of roadway maintenance and pavement repair on Arapaho Road between Coit Road and Jupiter Road, a duly qualified "Type B" public roadway situated in the City of Richardson, Texas, ("Project"), as more fully described in Attachments "A" and "B". The Project is authorized by the aforementioned Master Interlocal Agreement, with the parties' obligations and responsibilities governed thereby, as well as by the terms and provisions of this PSA. The Project will facilitate the safe and orderly movement of public transportation to benefit both the City and County.

**Article V.**

**Fiscal Funding**

Notwithstanding anything to the contrary herein, this PSA is expressly contingent upon each party's ability to fund each and every funding obligation contained herein from funds currently available to them as required by Chapter 791, Texas Government Code. City shall have no right of action or claim against the County as regards any funding obligations of the Project.

**Article VI**  
**Agreements**

**I. City's Responsibilities:**

1. Where necessary, City, at its own expense, shall be responsible for the following: (a) managing construction of the Project; (b) informing the public of the proposed reconstruction of the Project; (c) locating all manholes, water valves, and other utilities within the Project; (d) making or causing to be made all utility relocations or adjustments necessary for execution and completion of the Project; (e) acquiring any right-of-way necessary to complete the Project; (f) remediating any hazardous or regulated material, or any other environmental hazard in the Project location; (g) receiving and processing all payments due contractors City hires to work on the Project; (h) contracting through formal bidding procedures to acquire the services of contractors; and (i) furnishing materials, labor, and equipment necessary to perform the Project construction.
2. City shall be responsible for all maintenance on or about the Project site.

**II. County Responsibilities and Rights:**

1. County shall only reimburse City for proportionate Project Costs, as more fully set forth in Section III below.
2. County, its Auditor or its designated representative(s) shall have the unrestricted right to audit any and all accounting or other records regarding any funds paid or claimed under this agreement, including, but not limited to all books, records, reports, tickets, deposits, expenditures, budget or any item therein, supporting data, computer records and programs, and all items of hardware, software or firmware, or any other item utilized by the City regarding this agreement. City agrees that all related records shall be retained for a period of time not less than four (4) years from the date of the termination of this Agreement. Such records shall be provided to the County in Dallas County, Texas and available for any audit at any time upon request. The results of any audit may be furnished to City for comment.
3. In the event that any audit shall determine that funds are due and owing to County, such sums shall be due and payable to County within thirty (30) days of the date that an invoice for same is provided to City.

**III. Funding:**

County and City mutually agree that the initial and anticipated Project Cost is \$350,000, as set forth in the attached Exhibit "A". The parties hereto further agree that City shall be totally responsible for the construction and maintenance of said Project, and that County shall only be responsible to City for a maximum fifty percent (50%) contribution for approved expenditures attributable to the Project, in the form of reimbursement for actual Contractor invoice for work performed and/or services rendered in connection hereto. County's maximum contribution, based on anticipated Project Costs, shall be \$175,000. City and County further agree as follows:

1. Should the final cost of the Project exceed the initial and anticipated Project Costs, City agrees to either reduce the scope of the Project, or to seek additional funding to facilitate its completion. In either event, City shall be solely responsible for all such costs in excess thereof, and County shall bear no additional responsibilities beyond those contemplated herein, and
2. City shall submit timely invoices to County, which invoices shall provide complete information and documentation to substantiate City's charges, and which shall not be for periods of work totaling less than thirty (30) days. County's acceptances of City's invoices are contingent upon City's compliance with County's invoicing procedures. County may withhold any disputed amounts until such time as the underlying dispute is resolved to County's satisfaction, but shall pay all undisputed amounts timely. City understands and acknowledges that occasionally there might be short-term delays in the County's review and processing of invoices. Should such reasonable and necessary delays occur, City agrees that shall not place the County in default of this Agreement.

## **Article VII**

### **Miscellaneous:**

- I. **No Third Party Beneficiaries.** The terms and provisions of this PSA are for the benefit of the parties hereto and not for the benefit of any third party. It is the express intention of County and City that any entity other than County or City receiving services or benefits under this PSA shall be deemed an incidental beneficiary only. This PSA is intended only to set forth the contractual right and responsibilities of the parties hereto.
- II. **Applicable Law.** This PSA is and shall be expressly subject to the County's and City's Sovereign Immunity and/or Governmental Immunity of City, Title 5 of the Texas Civil Practice and Remedies Code, as amended, and all applicable Federal and State Law. This PSA shall be governed by and construed in accordance with the laws of the State of Texas. Exclusive venue for any legal action regarding this PSA shall lie in Dallas County, Texas.
- III. **Notice.** All notices, requests, demands, and other communication under this PSA shall be tendered in writing and shall be deemed to have been duly given when either delivered in person, via e-mail, or via certified mail, postage prepaid, return receipt requested to the respective parties as follows:

### **COUNTY:**

Commissioner Mike Cantrell  
Road & Bridge District # 2  
1701 N. Collins, Ste. 1000  
Richardson, Texas 75080

and

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

**CITY:**

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

With Copy to:

Peter G. Smith  
Nichols, Jackson, Dillard, Hager & Smith, L.L.P.  
1800 Lincoln Plaza  
500 N. Akard Street  
Dallas, Texas 75201

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

The City of Richardson, State of Texas, has executed the Agreement pursuant to duly authorized City Council Resolution \_\_\_\_\_, Dated the \_\_\_\_ day of \_\_\_\_\_, 2014.

The County of Dallas, State of Texas, has executed this agreement pursuant to Commissioners Court Order Number \_\_\_\_\_ and passed on the \_\_\_\_ day of \_\_\_\_\_, 2014.

Executed this the \_\_\_\_\_ day of \_\_\_\_\_, 2014.

Executed this the \_\_\_\_\_ day of \_\_\_\_\_, 2014.

CITY OF RICHARDSON, TEXAS:

COUNTY OF DALLAS:

\_\_\_\_\_  
LAURA MACZKA  
MAYOR

\_\_\_\_\_  
CLAY LEWIS JENKINS  
DALLAS COUNTY JUDGE

ATTEST:

APPROVED AS TO FORM:  
CRAIG WATKINS  
DISTRICT ATTORNEY

\_\_\_\_\_  
CITY SECRETARY

TERESA GUERRA SNELSON  
CHIEF, CIVIL DIVISION

APPROVED AS TO FORM:

\_\_\_\_\_  
PETER G. SMITH, CITY ATTORNEY

\_\_\_\_\_  
PAUL E.HAMILTON  
ASSISTANT DISTRICT ATTORNEY

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

**ATTACHMENT "A"**

**Initial Projected Project Cost**

# EXHIBIT "A"

## 2014 ARTERIAL PAVEMENT REPAIR

### PROJECT ESTIMATE

November 25, 2013

#### Arapaho Road - Coit Road to Jupiter Road

ITEM	UNIT	UNIT PRICE	QUANTITY	AMOUNT
FULL DEPTH SAW	LF	\$2.00	3000	\$6,000
REM/REPL 8" PAVEMENT	SY	\$65.00	3500	\$230,000
REM/REPL CURB & GUTTER	LF	\$30.00	1800	\$54,000
STREET PATCH REPAIR	SY	\$150.00	100	\$15,000
TRAFFIC CONTROL	EA	\$1,000	20	\$20,000
<u>CONSTRUCTION CONTINGENCY</u>				<u>\$25,000</u>
			TOTAL	\$350,000

ATTACHMENT "B"

Map/Diagram of the Proposed Work Site



**RESOLUTION NO. 14-04**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RICHARDSON, TEXAS, APPROVING THE TERMS AND CONDITIONS OF A PROJECT SPECIFIC AGREEMENT (HEREINAFTER "AGREEMENT") REGARDING LOOKOUT DRIVE, SUPPLEMENTAL TO THE MASTER INTERLOCAL AGREEMENT BY AND BETWEEN DALLAS COUNTY, TEXAS (HEREINAFTER "COUNTY"), AND THE CITY OF RICHARDSON, TEXAS (HEREINAFTER "CITY"), AS MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO; AUTHORIZING ITS EXECUTION BY THE MAYOR; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Chapter 791 of the Texas Government Code and Chapter 261 of the Texas Transportation Code provides authorization for local governments to contract amongst themselves for the performance of governmental functions and services; and

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

**WHEREAS**, City now desires County to provide partial funding for such a duly qualified roadway maintenance and pavement repair project on Lookout Drive from Plano Road extending approximately 1,500 feet to the east, all on public roadway situated in the City; and

**WHEREAS**, the City Council has been presented with a proposed Project Specific Agreement regarding Lookout Drive, a "Type B" Roadway Project, supplemental to the Master Interlocal Agreement by and between Dallas County, Texas, and the City of Richardson, Texas, for the purpose of transportation-related maintenance, repairs and improvements to be undertaken in certain designated blocks of enumerated public roadway, as more fully set forth and described in Attachments "A" and "B" to said Exhibit "A"; and

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

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

**SECTION 1.** That the terms, provisions, and conditions of the Project Specific Agreement Regarding Lookout Drive, a "Type B" Roadway Project, supplemental to the Master Interlocal Agreement, a copy of which is attached hereto as Exhibit "A", be, and the same are, hereby approved.

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

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

**DULY RESOLVED AND ADOPTED** by the City Council of the City of Richardson, Texas, on this the \_\_\_\_ day of \_\_\_\_\_, 2014.

CITY OF RICHARDSON, TEXAS

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY SECRETARY

APPROVED AS TO FORM:

\_\_\_\_\_  
PETER G. SMITH, CITY ATTORNEY  
(PGS:1-7-14:TM 64253)

**EXHIBIT "A"**

**Project Specific Agreement  
Re: Lookout Drive**

**(to be attached)**

STATE OF TEXAS §

COUNTY OF DALLAS §

**PROJECT SPECIFIC AGREEMENT**

**RE:  
Lookout Drive**

---

**A “TYPE B” ROADWAY PROJECT-- MADE PURSUANT TO DALLAS COUNTY’S  
MASTER ROAD & BRIDGE INTERLOCAL MAINTENANCE AGREEMENT WITH  
CITY OF RICHARDSON, TEXAS**

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

**WHEREAS**, Chapter 791 of the Texas Government Code and Chapter 261 of the Texas Transportation Code provides authorization for local governments to contract amongst themselves for the performance of governmental functions and services;

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

**WHEREAS**, City now desires County to provide partial funding for such a duly qualified roadway maintenance and pavement repair project on Lookout Drive from Plano Road extending approximately 1,500 feet to the east, all on public roadway situated in the City as more fully described on Attachment “A” (referred to as “Project”);

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

**Witnesseth**

**Article I.**

**Project Specific Agreement**

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

**Article II**

**Incorporated Documents**

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

1. Master Interlocal Agreement authorized by County Commissioners Court Order. 2013-0504, dated March 19, 2013, and additions thereto as incorporated herein,
2. Initial Projected Project Cost (Attachment "A"), and
3. Map/Diagram of the Proposed Work Site (Attachment "B").

**Article III**

**Term of Agreement**

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

**Article IV**

**Project Description**

This PSA is entered into by the parties for purpose of jointly identifying and funding repair, maintenance and improvements on duly qualified "Type B" public roadway within the City of Richardson, Texas. The Project shall consist of roadway maintenance and pavement repair on Lookout Drive from Plano Road extending approximately 1,500 feet to the east, a duly qualified "Type B" public roadway situated in the City of Richardson, Texas, ("Project"), as more fully described in Attachments "A" and "B". The Project is authorized by the aforementioned Master Interlocal Agreement, with the parties' obligations and responsibilities governed thereby, as well as by the terms and provisions of this PSA. The Project will facilitate the safe and orderly movement of public transportation to benefit both the City and County.

**Article V.**

**Fiscal Funding**

Notwithstanding anything to the contrary herein, this PSA is expressly contingent upon each party's ability to fund each and every funding obligation contained herein from funds currently available to them as required by Chapter 791, Texas Government Code. City shall have no right of action or claim against the County as regards any funding obligations of the Project.

**Article VI**  
**Agreements**

I. **City's Responsibilities:**

1. Where necessary, City, at its own expense, shall be responsible for the following: (a) managing construction of the Project; (b) informing the public of the proposed reconstruction of the Project; (c) locating all manholes, water valves, and other utilities within the Project; (d) making or causing to be made all utility relocations or adjustments necessary for execution and completion of the Project; (e) acquiring any right-of-way necessary to complete the Project; (f) remediating any hazardous or regulated material, or any other environmental hazard in the Project location; (g) receiving and processing all payments due contractors City hires to work on the Project; (h) contracting through formal bidding procedures to acquire the services of contractors; and (i) furnishing materials, labor, and equipment necessary to perform the Project construction.
2. City shall be responsible for all maintenance on or about the Project site.

II. **County Responsibilities and Rights:**

1. County shall only reimburse City for proportionate Project Costs, as more fully set forth in Section III below.
2. County, its Auditor or its designated representative(s) shall have the unrestricted right to audit any and all accounting or other records regarding any funds paid or claimed under this agreement, including, but not limited to all books, records, reports, tickets, deposits, expenditures, budget or any item therein, supporting data, computer records and programs, and all items of hardware, software or firmware, or any other item utilized by the City regarding this agreement. City agrees that all related records shall be retained for a period of time not less than four (4) years from the date of the termination of this Agreement. Such records shall be provided to the County in Dallas County, Texas and available for any audit at any time upon request. The results of any audit may be furnished to City for comment.
3. In the event that any audit shall determine that funds are due and owing to County, such sums shall be due and payable to County within thirty (30) days of the date that an invoice for same is provided to City.

III. **Funding:**

County and City mutually agree that the initial and anticipated Project Cost is \$500,000, as set forth in the attached Exhibit "A". The parties hereto further agree that City shall be totally responsible for the construction and maintenance of said Project, and that County shall only be responsible to City for a maximum fifty percent (50%) contribution for approved expenditures attributable to the Project, in the form of reimbursement for actual Contractor invoice for work performed and/or services rendered in connection hereto. County's maximum contribution, based on anticipated Project Costs, shall be \$250,000. City and

County further agree as follows:

1. Should the final cost of the Project exceed the initial and anticipated Project Costs, City agrees to either reduce the scope of the Project, or to seek additional funding to facilitate its completion. In either event, City shall be solely responsible for all such costs in excess thereof, and County shall bear no additional responsibilities beyond those contemplated herein, and
2. City shall submit timely invoices to County, which invoices shall provide complete information and documentation to substantiate City's charges, and which shall not be for periods of work totaling less than thirty (30) days. County's acceptances of City's invoices are contingent upon City's compliance with County's invoicing procedures. County may withhold any disputed amounts until such time as the underlying dispute is resolved to County's satisfaction, but shall pay all undisputed amounts timely. City understands and acknowledges that occasionally there might be short-term delays in the County's review and processing of invoices. Should such reasonable and necessary delays occur, City agrees that shall not place the County in default of this Agreement.

## **Article VII**

### **Miscellaneous:**

- I. **No Third Party Beneficiaries.** The terms and provisions of this PSA are for the benefit of the parties hereto and not for the benefit of any third party. It is the express intention of County and City that any entity other than County or City receiving services or benefits under this PSA shall be deemed an incidental beneficiary only. This PSA is intended only to set forth the contractual right and responsibilities of the parties hereto.
- II. **Applicable Law.** This PSA is and shall be expressly subject to the County's and City's Sovereign Immunity and/or Governmental Immunity of City, Title 5 of the Texas Civil Practice and Remedies Code, as amended, and all applicable Federal and State Law. This PSA shall be governed by and construed in accordance with the laws of the State of Texas. Exclusive venue for any legal action regarding this PSA shall lie in Dallas County, Texas.
- III. **Notice.** All notices, requests, demands, and other communication under this PSA shall be tendered in writing and shall be deemed to have been duly given when either delivered in person, via e-mail, or via certified mail, postage prepaid, return receipt requested to the respective parties as follows:

### **COUNTY:**

Commissioner Mike Cantrell  
Road & Bridge District # 2  
1701 N. Collins, Ste. 1000  
Richardson, Texas 75080

and

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

**CITY:**

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

With Copy to:

Peter G. Smith  
Nichols, Jackson, Dillard, Hager & Smith, L.L.P.  
1800 Lincoln Plaza  
500 N. Akard Street  
Dallas, Texas 75201

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

The City of Richardson, State of Texas, has executed the Agreement pursuant to duly authorized City Council Resolution \_\_\_\_\_, Dated the \_\_\_\_ day of \_\_\_\_\_, 2014.

The County of Dallas, State of Texas, has executed this agreement pursuant to Commissioners Court Order Number \_\_\_\_\_ and passed on the \_\_\_\_ day of \_\_\_\_\_, 2014.

Road & Bridge PSA (2013) – City of Richardson (Lookout Drive)

Executed this the \_\_\_\_\_ day of \_\_\_\_\_, 2014.

Executed this the \_\_\_\_\_ day of \_\_\_\_\_, 2014.

CITY OF RICHARDSON, TEXAS:

COUNTY OF DALLAS:

\_\_\_\_\_  
LAURA MACZKA  
MAYOR

\_\_\_\_\_  
CLAY LEWIS JENKINS  
DALLAS COUNTY JUDGE

ATTEST:

APPROVED AS TO FORM:  
CRAIG WATKINS  
DISTRICT ATTORNEY

\_\_\_\_\_  
CITY SECRETARY

TERESA GUERRA SNELSON  
CHIEF, CIVIL DIVISION

APPROVED AS TO FORM:

\_\_\_\_\_  
PETER G. SMITH, CITY ATTORNEY

\_\_\_\_\_  
PAUL E.HAMILTON  
ASSISTANT DISTRICT ATTORNEY

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

ATTACHMENT "A"

Initial Projected Project Cost

# EXHIBIT "A"

## 2014 ARTERIAL PAVEMENT REPAIR

### PROJECT ESTIMATE

November 25, 2013

#### East Lookout Drive - Plano Road to 1300' East Terminus\*

ITEM	UNIT	UNIT PRICE	QUANTITY	AMOUNT
REMOVE EXIST PAVEMENT	SY	\$ 15	6500	\$ 97,500
UNCLASSIFIED EXCAVATION	CY	\$ 15	3000	\$ 45,000
9" REINF CONCRETE PAVEMENT	SY	\$ 45	6500	\$ 292,500
TRAFFIC CONTROL	LS	\$ 15,000	1	\$ 15,000
CONSTRUCTION CONTINGENCY	LS	\$ 50,000	1	\$ 50,000

East Lookout Drive Total: \$ 500,000

\* Overall project scope includes trail, drainage, landscaping and proposed terminus improvements which are excluded from Agreement and corresponding pavement repair estimates.

ATTACHMENT "B"

Map/Diagram of the Proposed Work Site



**EXHIBIT "B"**

**2014 ARTERIAL PAVEMENT REPAIR**

ESTIMATED COST:  
\$500,000

**EAST LOOKOUT ROAD  
(PLANO ROAD TO 1300' EAST TERMINUS)**



DECEMBER 2013



**RESOLUTION NO. 14-05**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RICHARDSON, TEXAS, APPROVING THE TERMS AND CONDITIONS OF THE AGREEMENT TO CONTRIBUTE RIGHT OF WAY FUNDS (HEREINAFTER "AGREEMENT") FOR CERTAIN HIGHWAY IMPROVEMENTS; SAID AGREEMENT BEING BY AND BETWEEN THE CITY OF RICHARDSON, TEXAS, AND THE STATE OF TEXAS, ACTING BY AND THROUGH THE TEXAS DEPARTMENT OF TRANSPORTATION; AUTHORIZING EXECUTION BY THE CITY MANAGER OF SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council has been presented a proposed Agreement to Contribute Right of Way Funds by and between the City of Richardson, Texas, and the State of Texas, acting by and through the Texas Department of Transportation, which provides funding for certain highway improvements on Highway No. US 75 frontage roads in Richardson from Dallas County line to PGBT, and this section of highway improvements will necessitate the acquisition of certain right of way and the relocating and adjusting of utilities (ROW CSJ #0047-06-149), attached as Exhibit "A" and incorporated herein by reference; and

**WHEREAS**, upon full review and consideration of the Agreement, and all matters related thereto, the City Council is of the opinion and finds that the terms and conditions thereof should be approved, and that the City Manager should be 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 Agreement to Contribute Right of Way Funds, which provides funding for certain highway improvements on Highway No. US 75 frontage roads in Richardson from Dallas County line to PGBT, 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.

**SECTION 2.** That the City Manager is hereby authorized to execute the Agreement to Contribute Right of Way Funds attached hereto as Exhibit "A" (and any amendments thereto, including any related instruments), on behalf of the City of Richardson, Texas.

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

**DULY RESOLVED AND ADOPTED** by the City Council of the City of Richardson,  
Texas, on this the \_\_\_\_ day of \_\_\_\_\_, 2013.

CITY OF RICHARDSON, TEXAS

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY SECRETARY

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY  
(PGS:11-13-13:TM 63567)

**Exhibit "A"**  
**Agreement to Contribute Right of Way Funds**  
**(to be attached)**

County Collin  
District Dallas  
ROW CSJ # 0047-06-149  
CCSJ # 0047-06-147  
Federal Project #: NA  
Federal Highway Administration  
CFDA # 20.205  
Not Research and Development

STATE OF TEXAS       §

COUNTY OF TRAVIS     §

**AGREEMENT TO CONTRIBUTE RIGHT OF WAY FUNDS**

**THIS AGREEMENT** is made by and between the State of Texas, acting through the Texas Department of Transportation, called the "State", and the City of Richardson, Texas, acting through its duly authorized officials, called the "Local Government."

**WITNESSETH**

**WHEREAS**, Texas Transportation Code §§ 201.103 and 222.052 establish that the State shall design, construct, and operate a system of highways in cooperation with local governments; and

**WHEREAS**, Texas Transportation Code, §§ 201.209 authorizes the State and a Local Government to enter into agreements in accordance with Texas Government Code, Chapter 791; and

**WHEREAS**, the State has deemed it necessary to make certain highway improvements on Highway No. US 75 frontage roads in Richardson from Dallas County line to PGBT, and this section of highway improvements will necessitate the acquisition of certain right of way and the relocating and adjusting of utilities, called the "Project"; and

**WHEREAS**, the Local Government requests that the State assume responsibility for acquisition of all necessary right of way and adjustment of utilities for this highway project; and

**WHEREAS**, the Local Government desires to contribute to the State funding participation as defined in 43 TAC §15.55 for the cost of acquiring the right of way and relocating or adjusting utilities for the proper improvement of the State Highway System;

**WHEREAS**, the Governing Body of the Local Government has approved entering into this agreement by resolution or ordinance dated \_\_\_\_\_, 20\_\_, which is attached to and made a part of this agreement as Attachment A. A map showing the Project location appears in Attachment B, which is attached to and made a part of this agreement.

**NOW THEREFORE**, the State and the Local Government do agree as follows:

County Collin  
District Dallas  
ROW CSJ # 0047-06-149  
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## AGREEMENT

### 1. Agreement Period

This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed. This agreement shall remain in effect until the Project is completed or unless terminated as provided below.

### 2. Termination

This agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

- A. The agreement is terminated in writing with the mutual consent of the parties;
- B. The agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party; or
- C. The Project is inactive for thirty-six (36) months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this agreement.

### 3. Local Project Sources and Uses of Funds

- A. The total estimated cost of the Project is shown in Attachment C, Project Budget Estimate and Payment Schedule, which is attached to and made a part of this agreement. The expected cash contributions from the Federal or State government, the Local Government, or other parties is shown in Attachment C. The Local Government shall contribute to the State the amount shown in Attachment C for its percentage of the total cost of the right of way to be acquired by the State and shall transmit to the State with the return of this agreement, duly executed by the Local Government, a warrant or check for the amount and according to the payment schedule shown in Attachment C.
- B. In the event that the State determines that additional funding by the Local Government is required at any time during the Project, the State will notify the Local Government in writing. The Local Government shall make payment to the State within thirty (30) days from receipt of the State's written notification.
- C. If the Local Government will perform any work under this contract for which reimbursement will be provided by or through the State, the Local Government must complete training before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled *Local Government Project Procedures Qualification for the Texas Department of Transportation*. The Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny

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reimbursement if the Local Government has not designated a qualified individual to oversee the Project.

- D. The total cost of the right of way acquired by the State shall mean the total value of compensation paid, either through negotiations or eminent domain proceedings, to the owners for their property interests, plus costs related to the relocation, removal, or adjustment of eligible utilities.
- E. Whenever funds are paid by the Local Government to the State under this agreement, the Local Government shall remit a warrant or check made payable to the "Texas Department of Transportation Trust Fund." The warrant or check shall be deposited by the State in an escrow account to be managed by the State. Funds in the escrow account may only be applied to this highway project.
- F. Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due by the Local Government or the State will be promptly paid by the owing party. If, after final Project accounting, excess funds remain in the escrow account, those funds may be applied by the State to the Local Government's contractual obligations to the State under another agreement with approval by appropriate personnel of the Local Government. If the Local Government contributes real property under this agreement, this refund provision is subject to the limitation described below in Article 4 (Real Property in Lieu of Monetary Payment).
- G. The State will not pay interest on any funds provided by the Local Government.
- H. In the event any existing, future, or proposed Local Government ordinance, commissioner's court order, rule, policy, or other directive, including, but not limited to, outdoor advertising or storm water drainage facility requirements, is more restrictive than State or federal regulations, or any other locally proposed change, including, but not limited to, plats or re-plats, results in any increased costs to the State, then the Local Government will pay one hundred percent (100%) of all those increased costs, even if the applicable county qualifies as an Economically Disadvantaged County (EDC). The amount of the increased costs associated with the existing, future, or proposed Local Government ordinance, commissioner's court order, rule, policy, or other directive will be determined by the State at its sole discretion.
- I. If the Local Government is an EDC and if the State has approved adjustments to the standard financing arrangement, this agreement reflects those adjustments.
- J. If the Project has been approved for a "fixed price" or an "incremental payment" non-standard funding or payment arrangement under 43 TAC §15.52, the budget in Attachment C will clearly state the amount of the fixed price or the incremental payment schedule.

#### **4. Real Property in Lieu of Monetary Payment**

- A. Contributions of real property may be credited to the Local Government's funding obligation for the cost of right of way to be acquired for this project. Credit for all real property, other than property which is already dedicated or in use as a public road, contributed by the Local Government to the State shall be based on the property's fair

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market value established as of the effective date of this agreement. The fair market value shall not include increases or decreases in value caused by the project and should include the value of the land and improvements being conveyed, excluding any damages to the remainder. The amount of any credit for real property contributed for this project is clearly shown in Attachment C.

- B. The Local Government will provide to the State all documentation to support the determined fair market value of the donated property. This documentation shall include an appraisal of the property by a licensed appraiser approved by the State. The cost of appraisal will be the responsibility of the State. The State will review the submitted documentation and make a final determination of value; provided however, the State may perform any additional investigation deemed necessary, including supplemental appraisal work by State employees or employment of fee appraisers.
- C. Credit shall be given only for property transferred at no cost to the State after the effective date of this agreement and the issuance of spending authority, and only for property which is necessary to complete this project, has title acceptable to the State, and is not contaminated with hazardous materials. Credit shall be in lieu of monetary contributions required to be paid to the State for the Local Government's funding share of the right of way to be acquired for this project. The total credit cannot exceed the Local Government's matching share of the right of way obligation under this agreement, and credits cannot be reimbursed in cash to the Local Government, applied to project phases other than right of way, nor used for other projects.
- D. In the event the Local Government's monetary contributions to the State for acquisition of right of way, when added to its real property credits, exceed the Local Government's matching share of the right of way obligation, there will be no refund to the Local Government of any portion of its contributed money.

## 5. Amendments

Amendments to this agreement due to changes in the character of the work, terms of the agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written supplemental agreement.

## 6. Notices

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid, to the following addresses:

County Collin  
 District Dallas  
 ROW CSJ # 0047-06-149  
 CCSJ # 0047-06-147  
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Local Government:	State:
<hr/> City of Richardson <hr/> 411 W. Arapaho Rd., Suite 204 <hr/> Richardson, Texas 75083 <hr/>	Director of Right of Way Division  Texas Department of Transportation  125 E. 11 <sup>th</sup> Street  Austin, Texas 78701

All notices shall be deemed given on the date delivered or deposited in the mail, unless otherwise provided by this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail and that request shall be honored and carried out by the other party.

**7. Remedies**

This agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this agreement and shall be cumulative.

**8. Legal Construction**

If one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provisions and this agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

**9. Responsibilities of the Parties**

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

**10. Compliance with Laws**

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

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**11. Sole Agreement**

This agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the subject matter of this agreement.

**12. Ownership of Documents**

Upon completion or termination of this agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State in the form of photocopy reproduction on a monthly basis as required by the State. The originals shall remain the property of the Local Government. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

**13. Inspection of Books and Records**

The Local Government shall maintain all books, papers, accounting records and other documentation relating to costs incurred under this agreement and shall make such materials available to the State and, if federally funded, the Federal Highway Administration (FHWA) or their duly authorized representatives for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this agreement or until any impending litigation, or claims are resolved. Additionally, the State and FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

**14. State Auditor**

The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this agreement or indirectly through a subcontract under this agreement. Acceptance of funds directly under this agreement or indirectly through a subcontract under this agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

**15. Procurement and Property Management Standards**

The parties shall adhere to the procurement standards established in Title 49 CFR §18.36 and with the property management standard established in Title 49 CFR §18.32.

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**16. Civil Rights Compliance**

The parties to this agreement shall comply with the regulations of the U.S. Department of Transportation as they relate to nondiscrimination (49 CFR Part 21 and 23 CFR Part 200), and Executive Order 11246 titled "Equal Employment Opportunity," as amended by Executive Order 11375 and supplemented in the Department of Labor Regulations (41 CFR Part 60).

**17. Applicability of Federal Provisions**

Articles 18 through 23 only apply if Federal funding is used in the acquisition of right of way or the adjustment of utilities.

**18. Office of Management and Budget (OMB) Cost Principles**

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in OMB Circular A-87 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

**19. Disadvantaged Business Enterprise (DBE) Program Requirements**

- A. The parties shall comply with the DBE Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.
- C. The Local Government shall set an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.
- D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally -Approved Disadvantaged Business Enterprise by Entity and attachments found at web address [http://txdot.gov/business/business\\_outreach/mou.htm](http://txdot.gov/business/business_outreach/mou.htm).
- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under

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18 USC 1001 and the Program Fraud Civil Remedies Act of 1986 (31 USC 3801 et seq.).

- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*

## 20. Debarment Certification

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Local Government certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

## 21. Lobbying Certification

In executing this agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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- C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 USC §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

## 22. Federal Funding Accountability and Transparency Act Requirements

- A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms:  
<http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf> and  
<http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>.
- B. The Local Government agrees that it shall:
1. Obtain and provide to the State a Central Contracting Registry (CCR) number (Federal Acquisition Regulation, Part 4, Sub-part 4.1100) if this award provides for more than \$25,000 in Federal funding. The CCR number may be obtained by visiting the CCR web-site whose address is: <https://www.bpn.gov/ccr/default.aspx>;
  2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the Federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet on-line registration website <http://fedgov.dnb.com/webform>; and
  3. Report the total compensation and names of its top five (5) executives to the State if:
    - i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
    - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

## 23. Single Audit Report

- A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular A-133.
- B. If threshold expenditures of \$500,000 or more are met during the Local Government's fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 E. 11th Street, Austin, TX 78701 or contact TxDOT's Audit Office at [http://www.txdot.gov/contact\\_us/audit.htm](http://www.txdot.gov/contact_us/audit.htm).
- C. If expenditures are less than \$500,000 during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Audit Office as follows: "We did not meet the \$500,000 expenditure threshold and therefore, are not required to have a single audit performed for FY \_\_\_\_\_."

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D. For each year the project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

**24. Signatory Warranty**

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

**THIS AGREEMENT IS EXECUTED** by the State and the Local Government in duplicate.

**THE LOCAL GOVERNMENT**

**City of Richardson, Texas**

\_\_\_\_\_  
Signature

**Attest:**

\_\_\_\_\_  
Typed or Printed Name

**By:** \_\_\_\_\_

\_\_\_\_\_  
Title

Aimee Nemer, City Secretary

\_\_\_\_\_  
Date

**THE STATE OF TEXAS**

\_\_\_\_\_  
John P. Campbell, P.E.  
Director, Right of Way Division  
Texas Department of Transportation

\_\_\_\_\_  
Date

County Collin  
District Dallas  
ROW CSJ # 0047-06-149  
CCSJ # 0047-06-147  
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**ATTACHMENT A  
RESOLUTION OR ORDINANCE**

County Collin  
District Dallas  
ROW CSJ # 0047-06-149  
CCSJ # 0047-06-147  
Federal Project #: NA  
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**ATTACHMENT B  
LOCATION MAP SHOWING PROJECT**





County Collin  
District Dallas  
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CCSJ # 0047-06-147  
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**ATTACHMENT C**  
**PROJECT BUDGET ESTIMATE AND PAYMENT SCHEDULE**

## Standard Agreement to Contribute State Performs Work Attachment C

Description	Total Estimated Cost	State Participation		Local Participation	
		%	Cost	%	Cost
Right of Way Acquisition	\$600,000.00	90%	\$540,000.00	10%	\$60,000.00
Reimbursable Utility Adjustments	100,000.00	90%	\$ 90,000.00	10%	\$10,000.00
Joint Bid Reimbursable Utility Adjustments	\$0	0%	\$0	0%	\$0
	\$0	0%	\$0	0%	\$0
	\$0	0%	\$0	0%	\$0
	\$0	0%	\$0	0%	\$0
	\$0	0%	\$0	0%	\$0
	\$0	0%	\$0	0%	\$0
<b>TOTAL</b>	<b>\$700,000.00</b>	<b>90%</b>	<b>\$630,000.00</b>	<b>10%</b>	<b>\$70,000.00</b>

This is an estimate. The final amount of Local Government participation will be based on actual costs.

**RESOLUTION NO. 14-06**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RICHARDSON, TEXAS, APPROVING THE TERMS AND CONDITIONS OF THE AGREEMENT TO CONTRIBUTE RIGHT OF WAY FUNDS (HEREINAFTER "AGREEMENT") FOR CERTAIN HIGHWAY IMPROVEMENTS; SAID AGREEMENT BEING BY AND BETWEEN THE CITY OF RICHARDSON, TEXAS, AND THE STATE OF TEXAS, ACTING BY AND THROUGH THE TEXAS DEPARTMENT OF TRANSPORTATION; AUTHORIZING EXECUTION BY THE CITY MANAGER OF SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the City Council has been presented a proposed Agreement to Contribute Right of Way Funds by and between the City of Richardson, Texas, and the State of Texas, acting by and through the Texas Department of Transportation, which provides funding for certain highway improvements on Highway No. US 75 frontage roads in Richardson from north of Midpark to Collin County line, and this section of highway improvements will necessitate the acquisition of certain right of way and the relocating and adjusting of utilities (ROW CSJ #0047-07-222), attached as Exhibit "A" and incorporated herein by reference; and

WHEREAS, upon full review and consideration of the Agreement, and all matters related thereto, the City Council is of the opinion and finds that the terms and conditions thereof should be approved, and that the City Manager should be 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 Agreement to Contribute Right of Way Funds, which provides funding for certain highway improvements on Highway No. US 75 frontage roads in Richardson from north of Midpark to Collin County line, 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.

**SECTION 2.** That the City Manager is hereby authorized to execute the Agreement to Contribute Right of Way Funds attached hereto as Exhibit "A" (and any amendments thereto, including any related instruments), on behalf of the City of Richardson, Texas.

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

**DULY RESOLVED AND ADOPTED** by the City Council of the City of Richardson,  
Texas, on this the \_\_\_\_ day of \_\_\_\_\_, 2013.

CITY OF RICHARDSON, TEXAS

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY SECRETARY

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY  
(PGS:11-13-13:TM 63568)

**Exhibit "A"**  
**Agreement to Contribute Right of Way Funds**  
**(to be attached)**

County Dallas  
District Dallas  
ROW CSJ # 0047-07-222  
CCSJ # 0047-07-206  
Federal Project #: NA  
Federal Highway Administration  
CFDA # 20.205  
Not Research and Development

STATE OF TEXAS           §

COUNTY OF TRAVIS       §

**AGREEMENT TO CONTRIBUTE RIGHT OF WAY FUNDS**

**THIS AGREEMENT** is made by and between the State of Texas, acting through the Texas Department of Transportation, called the "State", and the City of Richardson, Texas, acting through its duly authorized officials, called the "Local Government."

**WITNESSETH**

**WHEREAS**, Texas Transportation Code §§ 201.103 and 222.052 establish that the State shall design, construct, and operate a system of highways in cooperation with local governments; and

**WHEREAS**, Texas Transportation Code, §§ 201.209 authorizes the State and a Local Government to enter into agreements in accordance with Texas Government Code, Chapter 791; and

**WHEREAS**, the State has deemed it necessary to make certain highway improvements on Highway No. US 75 frontage roads in Richardson from north of Midpark to Collin County line, and this section of highway improvements will necessitate the acquisition of certain right of way and the relocating and adjusting of utilities, called the "Project"; and

**WHEREAS**, the Local Government requests that the State assume responsibility for acquisition of all necessary right of way and adjustment of utilities for this highway project; and

**WHEREAS**, the Local Government desires to contribute to the State funding participation as defined in 43 TAC §15.55 for the cost of acquiring the right of way and relocating or adjusting utilities for the proper improvement of the State Highway System;

**WHEREAS**, the Governing Body of the Local Government has approved entering into this agreement by resolution or ordinance dated \_\_\_\_\_, 20\_\_, which is attached to and made a part of this agreement as Attachment A. A map showing the Project location appears in Attachment B, which is attached to and made a part of this agreement.

**NOW THEREFORE**, the State and the Local Government do agree as follows:

County Dallas  
District Dallas  
ROW CSJ # 0047-07-222  
CCSJ # 0047-07-206  
Federal Project #: NA  
Federal Highway Administration  
CFDA # 20.205  
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## AGREEMENT

### 1. Agreement Period

This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed. This agreement shall remain in effect until the Project is completed or unless terminated as provided below.

### 2. Termination

This agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

- A. The agreement is terminated in writing with the mutual consent of the parties;
- B. The agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party; or
- C. The Project is inactive for thirty-six (36) months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this agreement.

### 3. Local Project Sources and Uses of Funds

- A. The total estimated cost of the Project is shown in Attachment C, Project Budget Estimate and Payment Schedule, which is attached to and made a part of this agreement. The expected cash contributions from the Federal or State government, the Local Government, or other parties is shown in Attachment C. The Local Government shall contribute to the State the amount shown in Attachment C for its percentage of the total cost of the right of way to be acquired by the State and shall transmit to the State with the return of this agreement, duly executed by the Local Government, a warrant or check for the amount and according to the payment schedule shown in Attachment C.
- B. In the event that the State determines that additional funding by the Local Government is required at any time during the Project, the State will notify the Local Government in writing. The Local Government shall make payment to the State within thirty (30) days from receipt of the State's written notification.
- C. If the Local Government will perform any work under this contract for which reimbursement will be provided by or through the State, the Local Government must complete training before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled *Local Government Project Procedures Qualification for the Texas Department of Transportation*. The Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny

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reimbursement if the Local Government has not designated a qualified individual to oversee the Project.

- D. The total cost of the right of way acquired by the State shall mean the total value of compensation paid, either through negotiations or eminent domain proceedings, to the owners for their property interests, plus costs related to the relocation, removal, or adjustment of eligible utilities.
- E. Whenever funds are paid by the Local Government to the State under this agreement, the Local Government shall remit a warrant or check made payable to the "Texas Department of Transportation Trust Fund." The warrant or check shall be deposited by the State in an escrow account to be managed by the State. Funds in the escrow account may only be applied to this highway project.
- F. Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due by the Local Government or the State will be promptly paid by the owing party. If, after final Project accounting, excess funds remain in the escrow account, those funds may be applied by the State to the Local Government's contractual obligations to the State under another agreement with approval by appropriate personnel of the Local Government. If the Local Government contributes real property under this agreement, this refund provision is subject to the limitation described below in Article 4 (Real Property in Lieu of Monetary Payment).
- G. The State will not pay interest on any funds provided by the Local Government.
- H. In the event any existing, future, or proposed Local Government ordinance, commissioner's court order, rule, policy, or other directive, including, but not limited to, outdoor advertising or storm water drainage facility requirements, is more restrictive than State or federal regulations, or any other locally proposed change, including, but not limited to, plats or re-plats, results in any increased costs to the State, then the Local Government will pay one hundred percent (100%) of all those increased costs, even if the applicable county qualifies as an Economically Disadvantaged County (EDC). The amount of the increased costs associated with the existing, future, or proposed Local Government ordinance, commissioner's court order, rule, policy, or other directive will be determined by the State at its sole discretion.
- I. If the Local Government is an EDC and if the State has approved adjustments to the standard financing arrangement, this agreement reflects those adjustments.
- J. If the Project has been approved for a "fixed price" or an "incremental payment" non-standard funding or payment arrangement under 43 TAC §15.52, the budget in Attachment C will clearly state the amount of the fixed price or the incremental payment schedule.

#### **4. Real Property in Lieu of Monetary Payment**

- A. Contributions of real property may be credited to the Local Government's funding obligation for the cost of right of way to be acquired for this project. Credit for all real property, other than property which is already dedicated or in use as a public road, contributed by the Local Government to the State shall be based on the property's fair

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market value established as of the effective date of this agreement. The fair market value shall not include increases or decreases in value caused by the project and should include the value of the land and improvements being conveyed, excluding any damages to the remainder. The amount of any credit for real property contributed for this project is clearly shown in Attachment C.

- B. The Local Government will provide to the State all documentation to support the determined fair market value of the donated property. This documentation shall include an appraisal of the property by a licensed appraiser approved by the State. The cost of appraisal will be the responsibility of the State. The State will review the submitted documentation and make a final determination of value; provided however, the State may perform any additional investigation deemed necessary, including supplemental appraisal work by State employees or employment of fee appraisers.
- C. Credit shall be given only for property transferred at no cost to the State after the effective date of this agreement and the issuance of spending authority, and only for property which is necessary to complete this project, has title acceptable to the State, and is not contaminated with hazardous materials. Credit shall be in lieu of monetary contributions required to be paid to the State for the Local Government's funding share of the right of way to be acquired for this project. The total credit cannot exceed the Local Government's matching share of the right of way obligation under this agreement, and credits cannot be reimbursed in cash to the Local Government, applied to project phases other than right of way, nor used for other projects.
- D. In the event the Local Government's monetary contributions to the State for acquisition of right of way, when added to its real property credits, exceed the Local Government's matching share of the right of way obligation, there will be no refund to the Local Government of any portion of its contributed money.

**5. Amendments**

Amendments to this agreement due to changes in the character of the work, terms of the agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written supplemental agreement.

**6. Notices**

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid, to the following addresses:

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Local Government:	State:
<u>City of Richardson</u>	Director of Right of Way Division
<u>411 W. Arapaho Rd., Suite 204</u>	Texas Department of Transportation
<u>Richardson, Texas 75083</u>	125 E. 11 <sup>th</sup> Street  Austin, Texas 78701

All notices shall be deemed given on the date delivered or deposited in the mail, unless otherwise provided by this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail and that request shall be honored and carried out by the other party.

**7. Remedies**

This agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this agreement and shall be cumulative.

**8. Legal Construction**

If one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provisions and this agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

**9. Responsibilities of the Parties**

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

**10. Compliance with Laws**

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

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**11. Sole Agreement**

This agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the subject matter of this agreement.

**12. Ownership of Documents**

Upon completion or termination of this agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State in the form of photocopy reproduction on a monthly basis as required by the State. The originals shall remain the property of the Local Government. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

**13. Inspection of Books and Records**

The Local Government shall maintain all books, papers, accounting records and other documentation relating to costs incurred under this agreement and shall make such materials available to the State and, if federally funded, the Federal Highway Administration (FHWA) or their duly authorized representatives for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this agreement or until any impending litigation, or claims are resolved. Additionally, the State and FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

**14. State Auditor**

The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this agreement or indirectly through a subcontract under this agreement. Acceptance of funds directly under this agreement or indirectly through a subcontract under this agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

**15. Procurement and Property Management Standards**

The parties shall adhere to the procurement standards established in Title 49 CFR §18.36 and with the property management standard established in Title 49 CFR §18.32.

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**16. Civil Rights Compliance**

The parties to this agreement shall comply with the regulations of the U.S. Department of Transportation as they relate to nondiscrimination (49 CFR Part 21 and 23 CFR Part 200), and Executive Order 11246 titled "Equal Employment Opportunity," as amended by Executive Order 11375 and supplemented in the Department of Labor Regulations (41 CFR Part 60).

**17. Applicability of Federal Provisions**

Articles 18 through 23 only apply if Federal funding is used in the acquisition of right of way or the adjustment of utilities.

**18. Office of Management and Budget (OMB) Cost Principles**

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in OMB Circular A-87 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

**19. Disadvantaged Business Enterprise (DBE) Program Requirements**

- A. The parties shall comply with the DBE Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.
- C. The Local Government shall set an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.
- D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally -Approved Disadvantaged Business Enterprise by Entity and attachments found at web address [http://txdot.gov/business/business\\_outreach/mou.htm](http://txdot.gov/business/business_outreach/mou.htm).
- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under

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18 USC 1001 and the Program Fraud Civil Remedies Act of 1986 (31 USC 3801 et seq.).

- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*

## 20. Debarment Certification

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Local Government certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

## 21. Lobbying Certification

In executing this agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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- C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 USC §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

## 22. Federal Funding Accountability and Transparency Act Requirements

- A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms:  
<http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf> and  
<http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>.
- B. The Local Government agrees that it shall:
1. Obtain and provide to the State a Central Contracting Registry (CCR) number (Federal Acquisition Regulation, Part 4, Sub-part 4.1100) if this award provides for more than \$25,000 in Federal funding. The CCR number may be obtained by visiting the CCR web-site whose address is: <https://www.bpn.gov/ccr/default.aspx>;
  2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the Federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet on-line registration website <http://fedgov.dnb.com/webform>; and
  3. Report the total compensation and names of its top five (5) executives to the State if:
    - i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
    - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

## 23. Single Audit Report

- A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular A-133.
- B. If threshold expenditures of \$500,000 or more are met during the Local Government's fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 E. 11th Street, Austin, TX 78701 or contact TxDOT's Audit Office at [http://www.txdot.gov/contact\\_us/audit.htm](http://www.txdot.gov/contact_us/audit.htm).
- C. If expenditures are less than \$500,000 during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Audit Office as follows: "We did not meet the \$500,000 expenditure threshold and therefore, are not required to have a single audit performed for FY \_\_\_\_\_."

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D. For each year the project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

**24. Signatory Warranty**

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

**THIS AGREEMENT IS EXECUTED** by the State and the Local Government in duplicate.

**THE LOCAL GOVERNMENT**

**City of Richardson, Texas**

\_\_\_\_\_  
Signature

**Attest:**

\_\_\_\_\_  
Typed or Printed Name

**By:** \_\_\_\_\_

\_\_\_\_\_  
Title

Aimee Nemer, City Secretary

\_\_\_\_\_  
Date

**THE STATE OF TEXAS**

\_\_\_\_\_  
John P. Campbell, P.E.  
Director, Right of Way Division  
Texas Department of Transportation

\_\_\_\_\_  
Date

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**ATTACHMENT A  
RESOLUTION OR ORDINANCE**

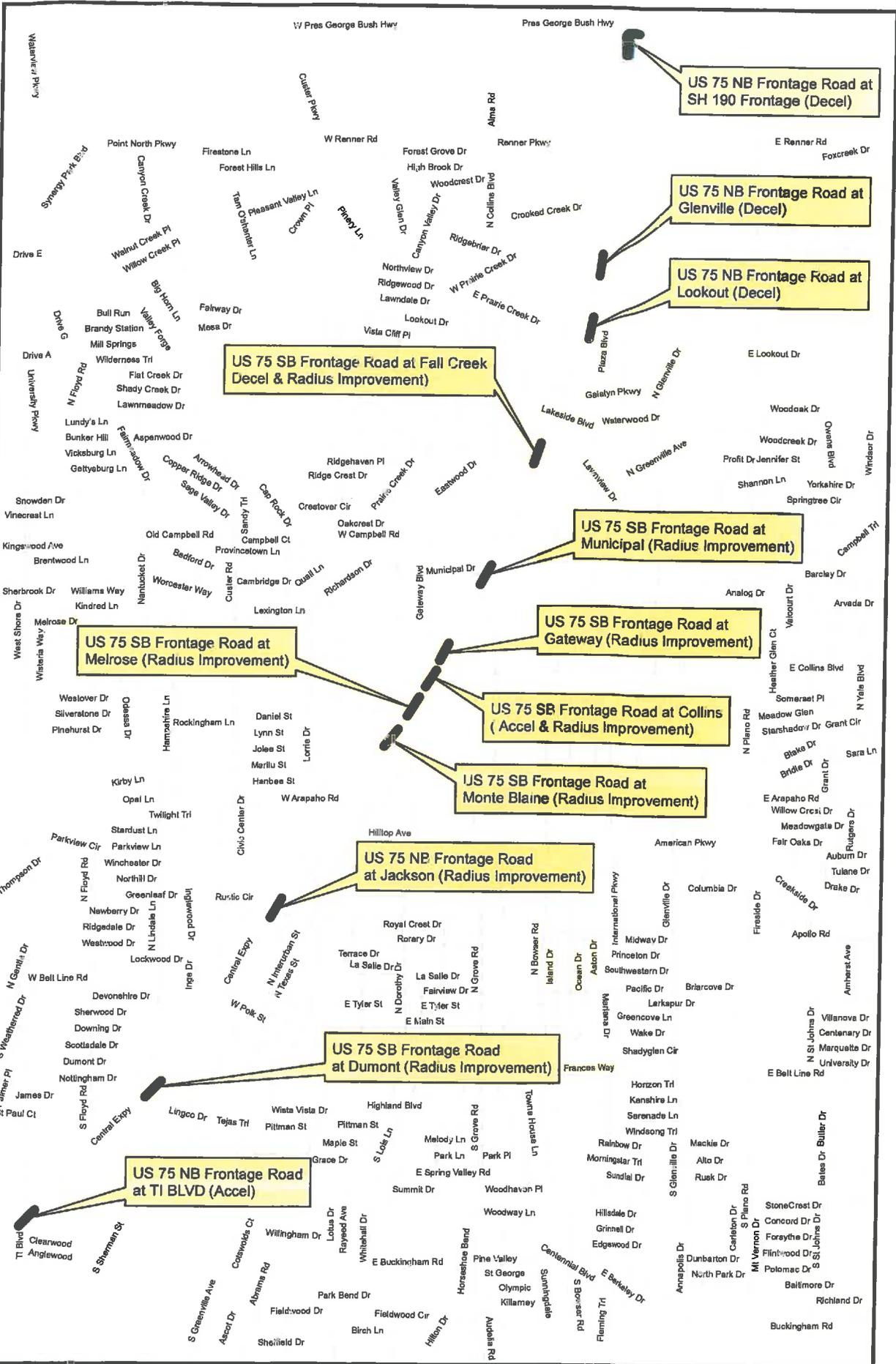
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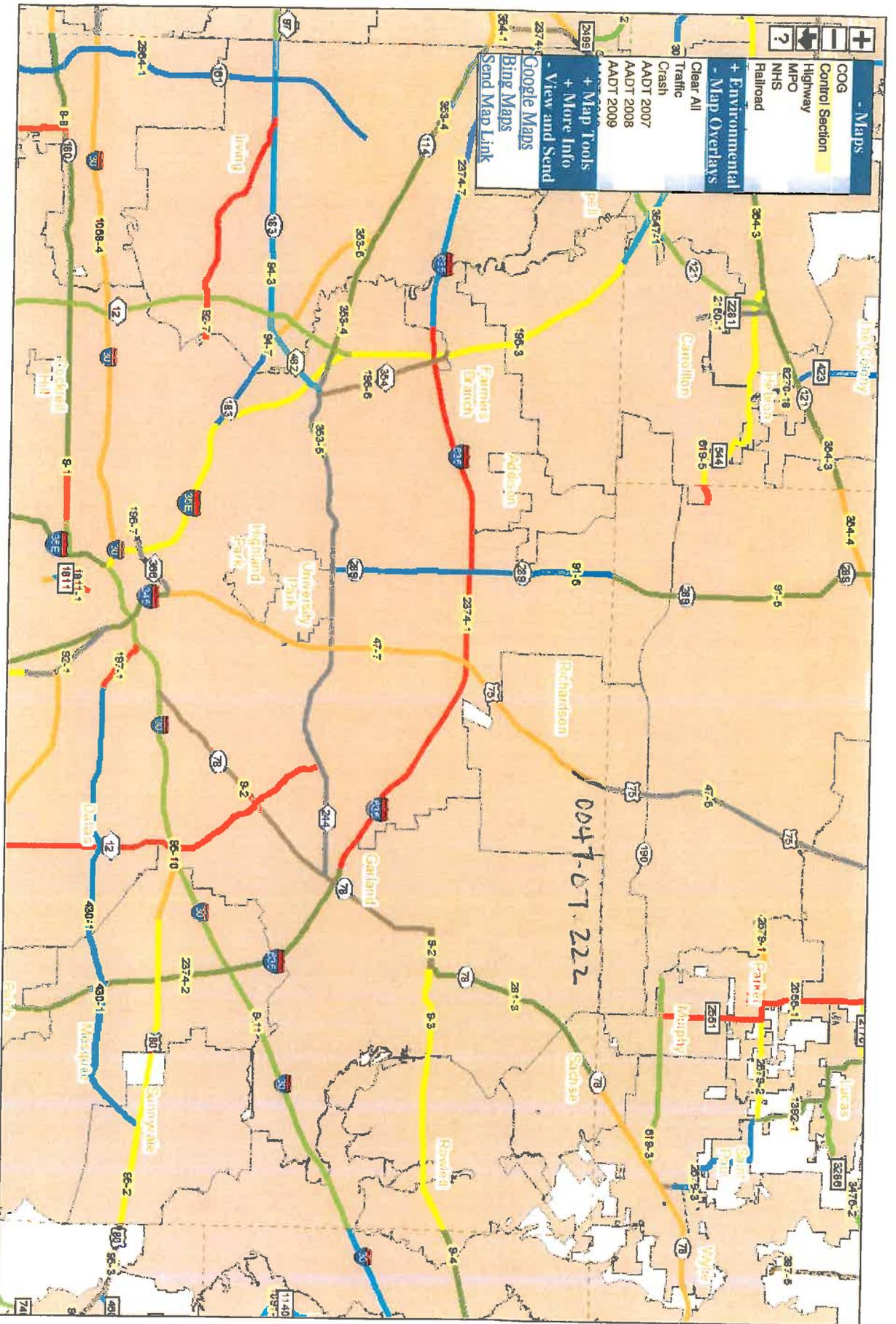
**ATTACHMENT B  
LOCATION MAP SHOWING PROJECT**

## Standard Agreement to Contribute State Performs Work Attachment C

Description	Total Estimated Cost	State Participation		Local Participation	
		%	Cost	%	Cost
Right of Way Acquisition	\$1,400,000.00	90%	\$1,260,000.00	10%	\$140,000.00
Reimbursable Utility Adjustments	\$ 100,000.00	90%	\$ 90,000.00	10%	\$ 10,000.00
Joint Bid Reimbursable Utility Adjustments	\$0	0%	\$0	0%	\$0
	\$0	0%	\$0	0%	\$0
	\$0	0%	\$0	0%	\$0
	\$0	0%	\$0	0%	\$0
	\$0	0%	\$0	0%	\$0
	\$0	0%	\$0	0%	\$0
<b>TOTAL</b>	<b>\$1,500,000.00</b>	<b>90%</b>	<b>\$1,350,000.00</b>	<b>10%</b>	<b>\$150,000.00</b>

This is an estimate. The final amount of Local Government participation will be based on actual costs.





Zoom = 3; NAD83 Geographic Latitude = 33.08915 Longitude = -96.6005

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**ATTACHMENT C**  
**PROJECT BUDGET ESTIMATE AND PAYMENT SCHEDULE**

CITY OF RICHARDSON

TO: Dan Johnson - City Manager  
THRU: Kent Pfeil - Director of Finance  
FROM: Pam Kirkland - Purchasing Manager  
SUBJECT: Bid Initiation Request # 31-14  
DATE: February 4, 2014

Request Council approval to initiate bids for the following:

STREET REHABILITATION OF NANTUCKET DRIVE

Proposed Council approval date: February 10, 2014  
Proposed advertising dates: February 12, 2014 & February 19, 2014  
Proposed bid due date: Friday, March 7, 2014 – 2:00 p.m.  
Proposed bid opening date: Friday March 7, 2014 – 2:30 p.m.  
Engineer's estimated total cost: \$400,000  
Account: #378-8702-585-7524 Project #SD1015  
#548-5710-585-7524 Project #WS1405

  
Pam Kirkland, CPPO, CPPB  
Purchasing Manager

  
Kent Pfeil  
Director of Finance

  
Date

Approved: \_\_\_\_\_  
Dan Johnson  
City Manager

\_\_\_\_\_  
Date



## MEMO

TO: Dan Johnson, City Manager  
THROUGH: Cliff Miller, Assistant City Manager *cm*  
FROM: Steve Spanos, P.E., Director of Engineering *SS*  
SUBJECT: Permission to Advertise Street Rehabilitation of Nantucket Drive - Bid No. 31-14  
DATE: January 31, 2014

### BACKGROUND INFORMATION:

The project includes pavement replacement along Nantucket Drive from Old Campbell Road to Melrose Drive, as well as a water main replacement from Old Campbell to Worcester Way. The existing concrete pavement along Nantucket has an asphalt overlay. The section from Melrose to Cambridge will receive a new asphalt overlay once the failed pavement panels are replaced. The section from Cambridge to Old Campbell will be a full width concrete street replacement without an asphalt overlay, because of numerous pavement repairs and the installation of a waterline. The project also includes replacing failed sidewalk and driveways, storm drain inlets, barrier free ramps and all appurtenances as necessary for this project.

### FUNDING:

Funding is provided from 2010 Streets & Drainage G.O. Bonds and 2013 Water & Sewer C.O.'s.

### SCHEDULE:

Capital Projects plans for this project to begin construction May 2014 and be completed by September 2014.

Cc: Henry Drexel, P.E., Senior Project Engineer

**NOTICE TO CONTRACTORS  
CITY OF RICHARDSON**

**CITY OF RICHARDSON 2010 BOND PROGRAM**

**STREET REHABILITATION OF NANTUCKET DRIVE  
BID No. 31-14**

Sealed bids addressed to the Purchasing Manager, of the City of Richardson, Texas, will be received at the Office of the City Purchasing Department, Suite 101, City Hall, 411 West Arapaho Road, Richardson, Texas, **until 2:00p.m. on Friday, March 7, 2014** and will be opened and read aloud in the **Capital Projects Department, 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 base project is a street rehabilitation project for Nantucket Drive from Old Campbell Road to Melrose Drive. Nantucket Drive is an existing concrete street with asphalt overlay. The existing asphalt overlay will be milled and the concrete pavement will be evaluated. Existing concrete pavement that has failed will be removed and replaced. As part the Nantucket Drive Rehab, an existing 8" waterline will be replaced from the Intersection of Nantucket Drive and Old Campbell Road to the south approximately 950 LF. Once the waterline has been installed and the concrete pavement repaired, micro surfacing will be installed from the south edge of the Nantucket Drive and Cambridge Drive intersection to the north edge of the Nantucket Drive and Melrose Drive intersection. Asphalt overlay and wedge milled cross section will be evaluated as an alternative to microsurfacing.

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

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 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, February 11, 2014** upon 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. Maximum of two sets of plans per contractor.

A voluntary pre-bid conference will be held **Thursday, February 27, 2014 at 10:00 am** in the **Capital Projects Conference Room 206**, Richardson Civic Center/City Hall.

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

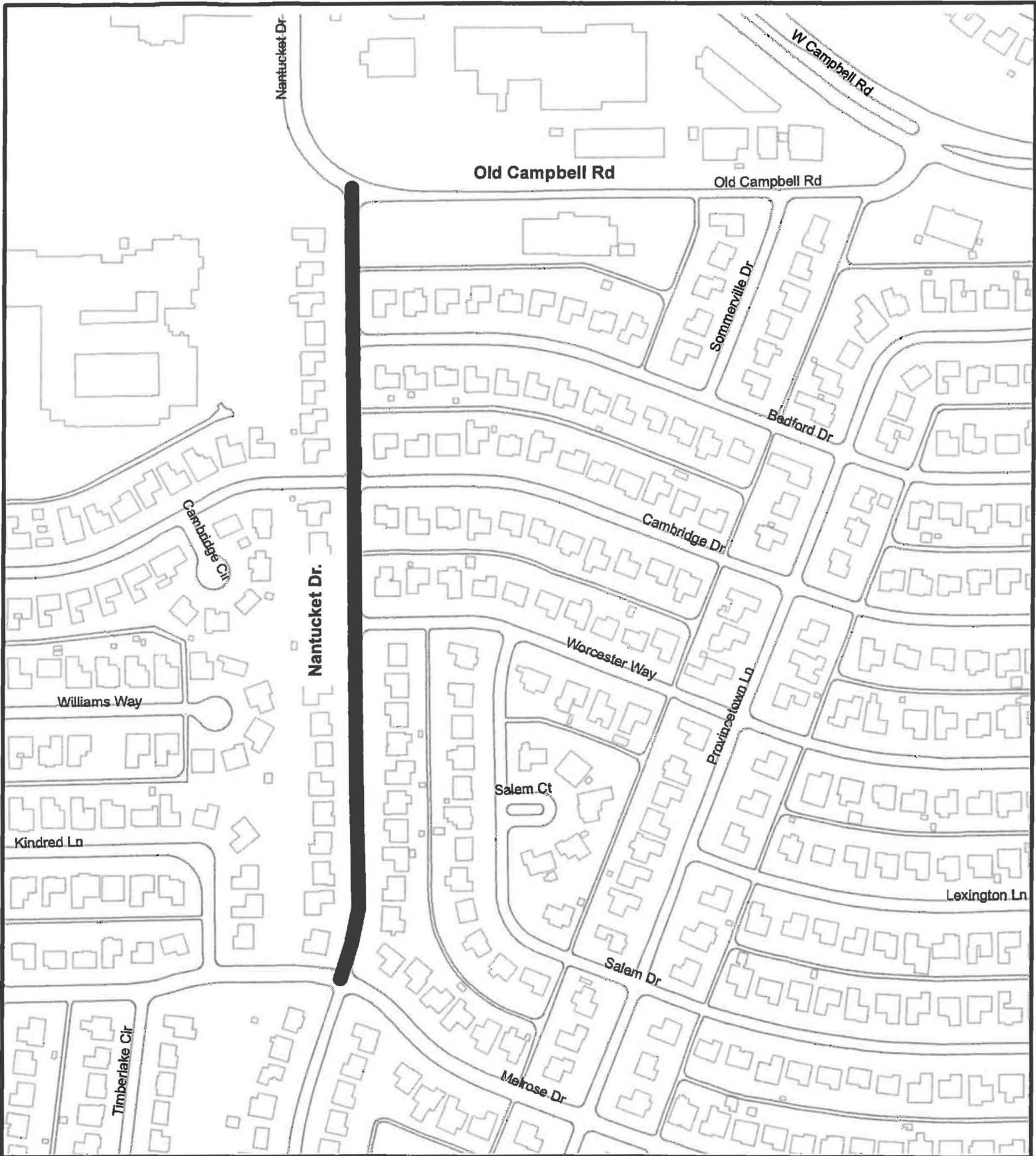
## PROJECT SCHEDULE

### 2010 STREET REHABILITATION OF NANTUCKET DRIVE

#### BID No. 31-14

Agenda Paperwork to Advertise	Friday, January 31, 2014
Council Authorization to Advertise	Monday, February 10, 2014
Plans/Specs Available for Contractors	Tuesday, February 11, 2014
Advertise in Dallas Morning News	Wednesday, February 12, 2014
Advertise in Dallas Morning News	Wednesday, February 19, 2014
Pre Bid Meeting (10:00 am Room 206)	Thursday, February 27, 2014
Bids Received & Opened (by 2:00 open 2:30 pm Room 206)	Friday, March 7, 2014
Agenda Paperwork to Award Contract	Friday, March 14, 2014
Council to Award Contract	Monday, March 24, 2014
Pre-Construction Meeting	~ April 2014
Project Start	~ May 2014
Project Completed 120 Calendar Days	~ September 2014

*Project Manager: Henry Drexel  
Engineers Estimate: \$400,000  
2010 Streets Phase V  
Account #378-8702-585-7524 Project #SD1015  
Account #548-5710-585-7524 Project #WS1405*



**Nantucket Drive Project**

**January 2014**



CITY OF RICHARDSON

TO: Dan Johnson - City Manager  
THRU: Kent Pfeil - Director of Finance  
FROM: Pam Kirkland - Purchasing Manager  
SUBJECT: Bid Initiation Request # 36-14  
DATE: February 5, 2014

Request Council approval to initiate bids for the following:

ANIMAL SHELTER CREMATOR

Proposed Council approval date: February 10, 2014  
Proposed advertising dates: February 19, 2014 & February 26, 2014  
Proposed bid due date: Thursday, March 6, 2014 – 2:00 p.m.  
Proposed bid opening date: Thursday, March 6, 2014 – 2:30 p.m.  
Engineer's estimated total cost: \$130,000  
Account: 313-9755-583-7524 Project #313202

  
\_\_\_\_\_  
Pam Kirkland, CPPO, CPPB  
Purchasing Manager

  
\_\_\_\_\_  
Kent Pfeil  
Director of Finance

  
\_\_\_\_\_  
Date

Approved: \_\_\_\_\_  
Dan Johnson  
City Manager

\_\_\_\_\_  
Date



# MEMO

TO: Dan Johnson, City Manager  
THROUGH: Don Mangner, Assistant City Manager ✓  
FROM: Joe Travers, Assistant Director of Public Services  
SUBJECT: Permission to Advertise Animal Shelter Cremator - Bid No. 36-14  
DATE: January 31, 2014

## BACKGROUND INFORMATION:

This project will include supplying and installing an animal cremator at the Richardson Animal Shelter, including construction of a prefabricated steel building with associated foundation; site work to provide drainage and installation of gas and electric utilities to the equipment. The project will also include removal of the existing incinerator and disposal of same off site.

## FUNDING:

Funding is provided from General Special Projects.

## SCHEDULE:

Public Services plans for this project to begin construction April 2014 and be completed by July 2014.

Cc: Jerry Ortega, Director of Public Services

**NOTICE TO CONTRACTORS  
CITY OF RICHARDSON**

**ANIMAL SHELTER CREMATOR  
BID No. 36-14**

Sealed bids addressed to the Purchasing Manager, of the City of Richardson, Texas, will be received at the Office of the City Purchasing Department, Suite 101, City Hall, 411 West Arapaho Road, Richardson, Texas, until Thursday, March 6, 2014 at 2:00 pm and will be opened and read aloud in the Capital Projects Department, 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 project will include supplying and installing an animal cremator at the Richardson Animal Shelter, including construction of a prefabricated steel building with associated foundation; site work to provide drainage and installation of gas and electric utilities to the equipment. The project will also include removal of the existing incinerator and disposal of same off site.*

Proposals shall be accompanied by a certified or cashier's check on a state or national bank in an amount not less than five percent (5%) of the possible total of the bid submitted, payable without recourse to the City of Richardson, Texas, or an acceptable bid bond for the same amount from a reliable surety company as a guarantee that the bidder will enter into a contract and execute required Performance and Payment Bonds within ten (10) days after notice of award of contract. The City will attempt to award the contract within ninety (90) calendar 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, and a material and labor Payment Bond upon the form provided in the amount of one hundred percent (100%) of the contract price. A Maintenance Bond is not required for 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 which may result in award to multiple bidders. The Contractor, to be successful in bidding this project, must have completed at least five projects of similar size and scope within the past three (3) years.

**A maximum of 90 Calendar days will be allowed for construction, with anticipated start date in March 2014.**

A compact disc (CD) containing digital copies of the plans, specifications and bid documents may be obtained 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 Monday, February 17, 2014 upon a **NON-REFUNDABLE FEE OF TWENTY FIVE DOLLARS (\$25.00) per CD**, payable to the City of Richardson, accompanied by the contractor's name, address, phone number, email address and FAX number. A printed copy of the documents can be also be obtained upon a **NON-REFUNDABLE FEE OF FIFTY DOLLARS (\$50.00) per set**. A maximum of two CDs or hard copies of plans per contractor.

A voluntary pre-bid conference will be held at 10:00 am on Thursday, February 20, 2014 in the Capital Projects Conference Room 206, Richardson Civic Center/City Hall.

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

## PROPOSED PROJECT SCHEDULE

### Animal Shelter Cremator

**Bid No. 36-14**

Agenda Paperwork to Advertise	Friday, January 31, 2014
Council Authorization to Advertise	Monday, February 10, 2014
Plans/Specs Available for Contractors	Monday, February 17, 2014
Advertise in Dallas Morning News	Wednesday, February 19, 2014
Advertise in Dallas Morning News	Wednesday, February 26, 2014
Pre Bid Meeting (10:00 am Room 206)	Thursday, February 20, 2014
Bids Received/Opened (@ 2:00 open @ 2:30 Room 206)	Thursday, March 6, 2014,
Agenda Paperwork to Award Contract	Friday, March 14, 2014
Council to Award Contract	Monday, March 24, 2014
Pre-Construction Meeting	~ April 2, 2014
Project Start	~ April 2014
Project 90 Calendar Days	~ July 2014

*Project Manager: Joe Travers*

*Engineers Estimate: \$130,000*

*Account #313-9755-583-7524 Project #313202*

CITY OF RICHARDSON

TO: Dan Johnson - City Manager  
THRU: Kent Pfeil - Director of Finance  
FROM: Pam Kirkland - Purchasing Manager  
SUBJECT: Bid Initiation Request # 38-14  
DATE: February 5, 2014

Request Council approval to initiate bids for the following:

FIRE TRAINING CENTER CAR FIRE PROP

Proposed Council approval date: February 10, 2014  
Proposed advertising dates: February 12, 2014 & February 19, 2014  
Proposed bid due date: Thursday, February 27, 2014 – 2:00 p.m.  
Proposed bid opening date: Thursday, February 27, 2014 – 2:30 p.m.  
Engineer's estimated total cost: \$80,000.00  
Account: 378-8701-585-7524

  
\_\_\_\_\_  
Pam Kirkland, CPPO, CPPB  
Purchasing Manager

  
\_\_\_\_\_  
Kent Pfeil  
Director of Finance

  
\_\_\_\_\_  
Date

Approved: \_\_\_\_\_  
Dan Johnson  
City Manager

\_\_\_\_\_  
Date



# MEMO

TO: Dan Johnson, City Manager  
THROUGH: Cliff Miller, Assistant City Manager *cm*  
FROM: Steve Spanos, P.E., Director of Engineering *SS*  
SUBJECT: Permission to Advertise Fire Training Center Car Fire Prop - Bid No. 38-14  
DATE: January 31, 2014

## BACKGROUND INFORMATION:

The project involves Providing a structural live fire car training prop designed to operate in an open space using a portable propane fuel source located within an enclosed trailer unit. The enclosed trailer unit shall be capable of storing the prop and housing all support equipment for exterior operation and activation including all controls required by NFPA and power supply.

## FUNDING:

Funding is provided from 2010 GO Bonds

## SCHEDULE:

Capital Projects plans for this project to be delivered by June 2014.

Cc: Jim Dulac, P.E., Assistant City Engineer *J.D.*

**BID #38-14 – Fire Training Center Car Fire Prop**

The City of Richardson will accept sealed bids for Bid #38-14 for the Fire Training Center Car Fire Prop until February 27, 2014 @ 2:00 p.m. CST. Bids shall be received in the Office of the Purchasing Manager, Richardson City Hall, 411 W. Arapaho Road, Room 101, Richardson, Texas 75080. A pre-bid conference will be held on Thursday, February 20, 2014 @ 10:00 a.m. in the Public Services Conference Room 203, Richardson Civic Center/City Hall, Richardson, Texas 75080.

TO BE ADVERTISED IN THE *DALLAS MORNING NEWS*:

ON: Wednesday, February 12, 2014

AND: Wednesday, February 19, 2014

- Please do not add bold print or unnecessary spaces.

## PROJECT SCHEDULE

### FIRE TRAINING CENTER CAR FIRE PROP

#### BID No. 38-14

Agenda Paperwork to Advertise	Friday, January 31, 2014
Council Authorization to Advertise	Monday, February 10, 2014
Plans/Specs Available for Contractors	Tuesday, February 11, 2014
Advertise in Dallas Morning News	Wednesday, February 12, 2014
Advertise in Dallas Morning News	Wednesday, February 19, 2014
Pre Bid Meeting (10:00 am Room 203)	Thursday, February 20, 2014
Bids Received & Opened (by 2:00 open 2:30 pm Room 203)	Thursday, February 27, 2014
Agenda Paperwork to Award Contract	Friday, March 14, 2014
Council to Award Contract	Monday, March 24, 2014
Project Start	~ April 2014
Project Completed 60 Calendar Days	~ June 2014

*Project Manager: Jim Dulac  
Engineers Estimate: \$80,000.00  
Account # Project #378-8701-585-7524*



# MEMO

**DATE:** February 4, 2014  
**TO:** Kent Pfeil – Director of Finance  
**FROM:** Pam Kirkland – Purchasing Manager   
**SUBJECT:** Award of Bid #22-14 for the 2014 Collector Street Pavement Repair Project to Estrada Concrete Company, LLC in the amount of \$442,625

**Proposed Date of Award: February 10, 2014**

I concur with the recommendation of Steve Spanos – Director of Engineering, and request permission to award a contract to the low bidder, Estrada Concrete Company, LLC, for the above referenced construction in the amount of \$442,625, as outlined in the attached memo.

Funding is provided from Street Rehabilitation.

The bid was advertised in *The Dallas Morning News* on December 11 & 18, 2013 and January 1 & 8, 2014 and was posted on Bidsync.com. A prebid conference was held on January 9, 2014 and 9 bids were solicited and 5 bids were received.

Concur:

  
Kent Pfeil

Attachments

Xc: Dan Johnson  
David Morgan  
Cliff Miller  
Don Magner  
Shanna Sims-Bradish



## MEMO

TO: Dan Johnson, City Manager  
THROUGH: Cliff Miller, Assistant City Manager *cm*  
FROM: Steve Spanos, P.E., Director of Engineering *SS*  
SUBJECT: Award of Bid No. 22-14 for the 2014 Collector Street Pavement  
Repair Project– Estrada Concrete Co., LLC  
DATE: January 31, 2014

### **ACTION REQUESTED:**

Council to consider award of Bid No. 22-14 for the 2014 Collector Street Pavement Repair Project to Estrada Concrete Co., LLC, in the amount of \$442,625.00.

### **BACKGROUND INFORMATION:**

On January 21, 2014 the Capital Projects Department opened bids for the subject project. The attached bid tabulation certifies the lowest bid was submitted by Estrada Concrete Co., LLC in the amount of \$442,625.00.

References and financials are not required at this time since Estrada Concrete Co., LLC is currently under contract with the city.

The project consists of pavement repairs for 3 separate, collector streets including South Floyd from Belt Line to the US75 SB Frontage Road, Apollo from Glenville to Jupiter and Buckingham from Sherman to Audelia. The collectors total approximately 2 miles in length and include all work to primarily remove and replace existing pavement patches and failures with limited emphasis on broken curbs, sidewalks and other miscellaneous appurtenances.

### **FUNDING:**

Funding is provided from Street Rehabilitation.

### **SCHEDULE:**

Capital Projects plans to begin construction for this project March 2014 and be completed by August 2014.

Cc: Jim Dulac, P.E., Assistant City Engineer *JD*

**2014 Collector Street Pavement Repair Project**

**Bid No. 22-14**

**Bid Opening: Tuesday, January 21, 2014 @ 2:30 PM**

ITEM	DESCRIPTION	QTY.	UNIT	Estrada Concrete		Macrocosm		XIT Paving and Construction, Inc.		Camion Construction		Pavecon		AVERAGES	
				UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
1	Full Depth Saw Cutting	8,500	LF	\$1.00	\$8,500.00	\$0.20	\$1,700.00	\$3.25	\$27,625.00	\$4.50	\$38,250.00	\$3.50	\$29,750.00	\$2.49	\$21,165.00
2	Remove & Dispose Concrete	5,500	SY	\$9.00	\$49,500.00	\$16.00	\$88,000.00	\$16.50	\$90,750.00	\$10.00	\$55,000.00	\$32.49	\$178,695.00	\$16.80	\$92,389.00
3	Crushed Concrete Subgrade, Compacted	175	TON	\$40.00	\$7,000.00	\$375.50	\$65,712.50	\$43.00	\$7,525.00	\$60.00	\$10,500.00	\$274.88	\$48,104.00	\$158.68	\$27,768.30
4	4" Top Soil with Block Sod to Match Existing	300	SY	\$12.00	\$3,600.00	\$29.70	\$8,910.00	\$10.00	\$3,000.00	\$9.00	\$2,700.00	\$28.41	\$8,523.00	\$17.82	\$5,346.60
5	4" Reinforced Class A Concrete Sidewalk	100	SF	\$10.00	\$1,000.00	\$2.80	\$280.00	\$14.00	\$1,400.00	\$7.00	\$700.00	\$9.00	\$900.00	\$8.56	\$856.00
6	6" Reinforced Class C Concrete Street or Driveway Pavement	100	SY	\$54.00	\$5,400.00	\$30.69	\$3,069.00	\$56.00	\$5,600.00	\$62.00	\$6,200.00	\$93.01	\$9,301.00	\$59.14	\$5,914.00
7	6" Reinforced Class C Concrete Alley Pavement	350	SY	\$49.50	\$17,325.00	\$30.69	\$10,741.50	\$57.00	\$19,950.00	\$51.00	\$17,850.00	\$75.34	\$26,369.00	\$52.71	\$18,447.10
8	8" Reinforced Class C Concrete Street	4,800	SY	\$54.00	\$259,200.00	\$49.50	\$237,600.00	\$60.00	\$288,000.00	\$66.00	\$316,800.00	\$70.74	\$339,552.00	\$60.05	\$288,230.40
9	8" Reinforced Class K Concrete Street	300	SY	\$72.00	\$21,600.00	\$49.50	\$14,850.00	\$76.00	\$22,800.00	\$155.00	\$46,500.00	\$188.72	\$56,616.00	\$108.24	\$32,473.20
10	6" Integral Curb on Street, Alley or Sidewalk Pvmt	2,500	LF	\$4.00	\$10,000.00	\$3.80	\$9,500.00	\$1.50	\$3,750.00	\$4.00	\$10,000.00	\$5.37	\$13,425.00	\$3.73	\$9,335.00
11	Barrier Free Ramps Type "A"."E"	6	EA	\$1,000.00	\$6,000.00	\$770.00	\$4,620.00	\$1,100.00	\$6,600.00	\$1,500.00	\$9,000.00	\$1,615.00	\$9,690.00	\$1,197.00	\$7,182.00
12	Barrier Free Ramps Type "F"	3	EA	\$1,000.00	\$3,000.00	\$550.00	\$1,650.00	\$950.00	\$2,850.00	\$1,000.00	\$3,000.00	\$1,088.00	\$3,264.00	\$917.60	\$2,752.80
13	Relocate Existing Water Meter with New Meter Box	6	EA	\$700.00	\$4,200.00	\$1,100.00	\$6,600.00	\$550.00	\$3,300.00	\$1,400.00	\$8,400.00	\$1,663.00	\$9,978.00	\$1,082.60	\$6,495.60
14	Traffic Control	6	MO	\$3,000.00	\$18,000.00	\$1,320.00	\$7,920.00	\$9,500.00	\$57,000.00	\$9,240.00	\$55,440.00	\$8,203.00	\$49,218.00	\$6,252.60	\$37,515.60
15	Storm Water Pollution Prevention Plan Preparation, Implementation and Maintenance	6	MO	\$4,500.00	\$27,000.00	\$935.00	\$5,610.00	\$1,000.00	\$6,000.00	\$500.00	\$3,000.00	\$505.00	\$3,030.00	\$1,488.00	\$8,928.00
16	Project Site Signage	2	EA	\$650.00	\$1,300.00	\$550.00	\$1,100.00	\$500.00	\$1,000.00	\$1,000.00	\$2,000.00	\$516.00	\$1,032.00	\$643.20	\$1,286.40
<b>TOTAL AMOUNT BID</b>					<b>\$442,625.00</b>		<b>\$467,863.00</b>		<b>\$547,150.00</b>		<b>\$585,340.00</b>		<b>\$787,447.00</b>		<b>\$566,085.00</b>
<b>CONTRACTORS BID</b>					<b>\$420,125.00</b>		<b>\$464,713.00</b>		<b>SAME</b>		<b>SAME</b>		<b>SAME</b>		

Engineer's Estimate: \$450,000

Certified By:   
 Steve Spanos, P.E., Director of Engineering



## MEMO

**DATE:** February 4, 2014

**TO:** Kent Pfeil – Director of Finance

**FROM:** Pam Kirkland – Purchasing Manager 

**SUBJECT:** Award of Competitive Sealed Proposal #901-14 for the 2014 Oncor Signature Trails Landscape Project to Roeschco Construction, Inc., in the amount of \$234,924

**Proposed Date of Award: February 10, 2014**

I concur with the recommendation of Michael Massey – Director of Parks and Recreation, and request permission to issue a contract to Roeschco Construction, Inc. for the above referenced project for a total award of \$234,924, as outlined in Mr. Massey's attached memo.

Funding is provided from Oncor in the amount of \$250,000.

The project was advertised in the *Dallas Morning News* on January 1 & 8, 2014 and was posted on Bidsync.com. A pre-proposal conference was held on January 16, 2014.

Concur:

  
Kent Pfeil

### ATTACHMENTS

Xc: Dan Johnson  
David Morgan  
Cliff Miller  
Don Magner  
Shanna Sims-Bradish



## MEMO

TO: Dan Johnson, City Manager  
THROUGH: Shanna Sims-Bradish, Assistant City Manager  
FROM: Michael Massey, Director of Parks & Recreation *Mike*  
SUBJECT: Award CSP 901-14 to Roeschco Construction, Inc. for the 2014 ONCOR Signature Trails Landscape Project  
DATE: January 31, 2014

### ACTION REQUESTED:

Council to consider award of CSP 901-14 to Roeschco Construction, Inc. for the 2014 ONCOR Signature Trails Landscape Project for a total amount of \$234,924.00.

### BACKGROUND INFORMATION:

On January 23, 2014, the Parks Department received and opened 6 proposals for the subject project which consists of landscaping improvements and maintenance on Oncor property located South of Collins Boulevard and to a point approximately 600 feet South of Somerset Place.

The proposals submitted were evaluated by a City staff committee. The evaluation criteria as set forth in the proposal specifications included: proposal amount and bid schedule, related project experience, experience and qualifications of staff and subcontractors for both construction and maintenance, and the proposed schedule. The proposal from Roeschco Construction, Inc., was ranked the highest value proposal. Staff recommends award of the contract to Roeschco Construction, Inc.

### FUNDING:

Funding is provided from Oncor in the amount of \$250,000.00.

### SCHEDULE:

Construction is expected to begin February 2014 and be completed by April 2014.

Cc: Roger Scott, Assistant Director of Parks & Planning  
Dan Baker, Superintendent of Parks  
Bobby Kinser, Assistant Parks Superintendent



**PROJECT  
LOCATION**

**ONCOR SIGNATURE TRAIL**



**CITY OF  
RICHARDSON  
TEXAS**





# MEMO

**DATE:** February 4, 2014  
**TO:** Kent Pfeil – Director of Finance  
**FROM:** Pam Kirkland – Purchasing Manager *Pam*  
**SUBJECT:** Change Order to increase purchase order 131093 to Fireblast 451, Inc. for the Fire Training Center Tower in the amount of \$64,836.55

**Proposed Date of Award: February 10, 2014**

I concur with the recommendation of Steve Spanos – Director of Engineering, and request permission to increase the above referenced purchase order in the amount of \$64,836.55, as outlined in Mr. Spanos attached memo.

Texas Local Government Code Chapter 252.048 allows for change orders to contracts if plans or specifications are necessary after or during the performance of the contract to decrease or increase the quantity of work to be performed or of materials, equipment or supplies to be furnished. The contract may not be increased by more than 25% of the original contract amount or decreased more than 25% without the consent of the contractor and any change order over \$50,000 must be approved by the governing body of the municipality.

This change order is within the 25% maximum change order limit but requires approval by the governing body because it is over \$50,000.

Concur:

*Kent Pfeil*  
\_\_\_\_\_  
Kent Pfeil

Approved:

\_\_\_\_\_  
Dan Johnson

## ATTACHMENTS

Xc: Dan Johnson  
David Morgan  
Cliff Miller  
Don Magner  
Shanna Sims-Bradish



## MEMO

TO: Pam Kirkland, Purchasing Manager *CPM*  
FROM: Steve Spanos, P.E., Director of Engineering  
SUBJECT: Change Order #2 to INCREASE Purchase Order #131093  
DATE: 02/10/2014

### ACTION REQUESTED

Process change order #2 to increase Purchase Order #131093.

### ACCOUNT SUMMARY

Original Purchase Order	\$551,811.00
Change Order #1	\$4,752.00
Change Order #2	\$64,836.55
<b>Total Authorized Contract Amount</b>	<b>\$621,399.55</b>

### BACKGROUND INFORMATION

After initial use of the bedroom fire prop in the new Fire Training Tower, it was determined the room needed to be enlarged to allow for the desired training. The proposed change order is for the installation of additional high temperature lining associated with the larger room and removing and reinstalling the affected props and equipment.

### FUNDING INFORMATION

Account #378-8701-585-7524 Project#PB1003

CC: Jim Dulac, P.E., Assistant City Engineer *[Signature]*  
Kristen Billings, Contract Administrator  
Carolyn Kaplan, Capital Projects Accountant



545 Monica Circle  
 Corona, CA 92880  
 Phone: (951) 277-8319

**Bill To:** C002310  
 Richardson Fire Department  
 Jim Dulac  
 1601 E Lookout Drive  
 Richardson, Texas 75082  
 USA

# SALES QUOTE

Quote Number: SQ000750  
 Quote Date: 01/29/14  
 SalesPerson  
 Terms Due on Receipt  
 Page: 1

**Ship To:**  
 Richardson Fire Department  
 Jim Dulac  
 1601 E Lookout Drive  
 Richardson, Texas 75082  
 USA

Item No.	Description	Unit	Quantity	Unit Price	Total Price
40-003610	SUPER PAGENITE HD	SQFT	1	10,406.55	10,406.55
	Demo and Installation	EA	1	54,430.00	54,430.00

Work to include demo, relocate and commissioning  
 of Fire training system in newly constructed room.  
 Project to be turn key with time and materials  
 supplied not to exceed total sales quote.

Subtotal: 64,836.55  
 Total: 64,836.55

**Terms and Conditions**

1. Sales quote good for 90 Days.
2. Excludes taxes, shipping, permits, bonds and special requirements (unless listed as line items above).
3. For fixed facilities, quote excludes thermal lining, infrastructure and electrical/fuel source to facility (unless listed as line items above).
4. Any previous sales quotes are no longer valid.

**CITY OF RICHARDSON  
SIGN CONTROL BOARD MINUTES – FEBRUARY 5, 2014**

Ms. Dorothy McKearin, Chair, called a regular meeting of the Sign Control Board to order at 6:30 p.m. on Wednesday, February 5, 2014, at the Civic Center Council Chamber, 411 W. Arapaho Road, Richardson, Texas.

MEMBERS PRESENT:                   DORTHY MCKEARIN, CHAIR  
  SANDRA MOUDY, VICE CHAIR  
  CHARLES WARNER, MEMBER  
  MUHAMMAD Z. IKRAM, MEMBER  
  CHIP IZARD, MEMBER  
  ALICIA MARSHALL, ALTERNATE

MEMBERS ABSENT:                   SCOTT PETTY, ALTERNATE

CITY STAFF PRESENT                   PATRICIA GUERRA, ASST. DIR. OF COM. SERVICES  
  STEPHANIE JACKSON, COMMUNITY SVCS MGR.  
  JENNA HITE, COM. SVCS. ADMIN SECRETARY

Ms. McKearin stated there is a quorum present.

Ms. Sandra Moudy made a motion to approve the minutes of the January 8, 2014 meeting. The motion was seconded by Mr. Muhammad Z. Ikram and it carried unanimously.

SCB CASE #14-03: TO CONSIDER THE REQUEST OF AMERICAN GOLD AND DIAMOND FOR A VARIANCE TO THE CITY OF RICHARDSON CODE OF ORDINANCES, CHAPTER 18, ARTICLE III, SECTION 18-96(23)(d)(3) TO ALLOW FOR A 60 SQUARE FOOT POLE SIGN WITH A DIGITAL DISPLAY 45 FEET FROM THE ATTACHED BUILDING SIGN IN A COMMERCIAL ZONED DISTRICT ON THE PROPERTY LOCATED AT 425 N. CENTRAL EXPRESSWAY; AND TAKE APPROPRIATE ACTION.

Ms. McKearin opened the Public Hearing and Ms. Guerra introduced the request of American Gold and Diamond for a variance to the City of Richardson Code of Ordinances, Chapter 18, Article III, Section 18-96(23) (d) (3) to allow for a 60 square foot pole sign with a digital display 45 feet from the attached building sign in a commercial zoned district on the property located at 425 N. Central Expressway. A power point presentation was shown for review.

Ms. McKearin asked if the Board had any questions for City staff.

Ms. Moudy asked if the current sign is 45 feet from the attached sign like the proposed sign will be. Ms. Jackson stated yes but the new sign will be moved 4 feet north.

Mr. Jad Jibin, 8339 Charleston St, Irving, TX, owner of American Gold and Diamond, stated the sign will not be any closer to the building or street it is only being moved 4 feet to the north and

the sign his is proposing is going to be a big improvement for the community and for the business. Mr. Jibin stated the existing sign is outdated and an eyesore.

Ms. Marshall asked if Mr. Jibin was the owner of American Gold and Diamonds. Mr. Jibin stated he is one of four owners of the jewelry store.

Mr. IZard asked if the message displayed will change copy or will the message stay static. Mr. Jibin stated he has been made aware that the message cannot change but once every 10 minutes. The message displayed may contain the store logo and name, possibly images of jewelry, specials, and discounts but it will not display video.

Ms. McKearin stated she liked the pictures of the images that may be displayed on the sign but wanted to make Mr. Jibin aware that the message change must be accomplished within two seconds or less.

Mr. Warner asked how soon the sign will be installed. Mr. Jibin stated the sign will be installed within a month of the permit being issued.

Ms. Moudy asked what will be the color of the aluminum cladding. Mr. Jibin stated it will be black. Ms. Moudy asked if the cladding will match the cabinet around the digital sign. Mr. Jibin stated it will be a black thin border and it will look like a LED high resolution TV screen. Ms. Moudy asked if the sign was being changed to a LED because it is a higher quality sign than what is currently there. Mr. Jibin stated they opted for the highest quality sign and wanted the best on the market. Mr. Jibin stated it is a 10 mm LED high resolution display and it is a \$40,000 investment. Ms. Moudy felt the proposed sign will help promote the business.

Mr. Jibin stated they are working on a three phase remodeling plan. Six months ago they remodeled the inside of the store. The new sign is the second phase. After the sign is installed they will reface and improve the exterior of the building.

Mr. Ikram asked at what distance the sign will be visible to traffic traveling along 75. Mr. Jibin stated if coming from the north the sign is visible approximately one-eighth of a mile and coming from the south the sign is visible approximately one-quarter of a mile. Mr. Ikram asked if the sign will display the same message on both sides. Mr. Jibin stated both sides of the sign will have the same message or image.

Ms. McKearin closed the Public Hearing and asked for remarks from the Board.

No comments were made from the Board.

There being no further comments from the Board, Ms. McKearin asked for a motion.

Mr. IZard moved to approve the SCB Case #14-03. Ms. McKearin revised the motion with the provision the electronic message can switch every ten minutes and must change within two seconds or less. Mr. Ikram seconded the motion and it carried unanimously.

Ms. McKearin noted the action of the Sign Control Board is subject to review by the City Council for a period of two weeks.

Ms. McKearin asked for a motion to adjourn the Public Hearing. Ms. Moudy moved to adjourn the Hearing. The motion was seconded by Ms. Marshall and carried unanimously.

There being no other business before the Board, the meeting was adjourned at 6:43 p.m.

DORTHY MCKEARIN, CHAIR

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