

**RICHARDSON CITY COUNCIL
MONDAY, FEBRUARY 13, 2023
COUNCIL MEETING AT 6:00 PM
RICHARDSON POLICE DEPARTMENT, 200 N. GREENVILLE AVE., RICHARDSON, TX 75081**

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.

Attention: Meeting Attendance/Viewing

City Council meetings are available for viewing via live stream on-line and on-demand at www.cor.net/city. Cablecast viewing of City Council meetings for U-verse and Spectrum customers is temporarily unavailable due to a fire which damaged Richardson City Hall. Cablecast services will be restored as soon as possible. Videos of past Council meetings are also available to view on-demand at www.cor.net/city.

Anyone wishing to address the City Council can submit comments on any topic or agenda item electronically by utilizing the Public Comment Card found here: www.cor.net/PublicCommentForm, or in-person during the Visitors section or the Public Hearing item. Comments submitted online must be received by 5 p.m. on the date of the meeting to be included in the public record.

ATTEND REVITALIZATION AWARDS WINNERS RECEPTION IN THE RICHARDSON POLICE DEPARTMENT LOBBY AT 5:30 - 6:00 P.M. ADJOURN TO THE MULTIPURPOSE ROOM.

COUNCIL MEETING – 6:00 PM, MULTIPURPOSE ROOM #1103

• **CALL TO ORDER**

1. INVOCATION – KEN HUTCHENRIDER

2. PLEDGE OF ALLEGIANCE: U.S. AND TEXAS FLAGS – KEN HUTCHENRIDER

3. MINUTES OF THE JANUARY 30, 2023 AND FEBRUARY 6, 2023 MEETINGS

4. VISITORS/ACKNOWLEDGEMENT OF PUBLIC COMMENT CARDS

Visitors may address the Council on any topic that is not already scheduled for Public Hearing. Speakers should complete a Public Comment Card and present it to the City Secretary before the meeting. Speakers are limited to 3 minutes. Comments should be directed to the Mayor and City Council. The Texas Open Meetings Act prohibits the City Council from discussing or taking action on items that are not posted on the agenda. The Mayor or City Manager may provide specific factual information, recite an existing policy, or schedule the item for discussion on a future agenda in response to the public comments.

5. PRESENTATION TO THE WINNERS OF RICHARDSON'S 2022 COMMUNITY REVITALIZATION AWARDS

ACTION ITEMS:

6. CONSIDER RESOLUTION NO. 23-02, ORDERING A GENERAL ELECTION TO BE HELD ON THE 6TH DAY OF MAY 2023, FOR THE PURPOSE OF ELECTING A MAYOR AND SIX (6) MEMBERS OF THE RICHARDSON CITY COUNCIL; DESIGNATING POLLING PLACES; ORDERING NOTICES OF ELECTION TO BE GIVEN; AND AUTHORIZING EXECUTION OF JOINT ELECTION CONTRACTS.

7. CONSIDER RESOLUTION NO. 23-03, ORDERING A BOND ELECTION TO BE HELD IN THE CITY OF RICHARDSON, TEXAS, ON MAY 6, 2023, MAKING PROVISIONS FOR THE CONDUCT OF THE ELECTION AND RESOLVING OTHER MATTERS INCIDENT AND RELATED TO SUCH ELECTION.

8. CONSENT AGENDA:

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

A. CONSIDER ADOPTION OF THE FOLLOWING ORDINANCES:

1. ORDINANCE NO. 4446, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND ZONING MAP TO GRANT A CHANGE IN ZONING BY GRANTING A SPECIAL PERMIT FOR A GOLF DRIVING RANGE, GOLF-RELATED ACTIVITIES, AND AN OUTDOOR STORAGE AREA FOR THE PROPERTY LOCATED AT 3570 WATERVIEW PARKWAY, RICHARDSON, TEXAS, ZONED LR-M(1) LOCAL RETAIL.
2. ORDINANCE NO. 4447, AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 12, ARTICLE I, SECTION 12-4, TO ADOPT AN INCREASE IN THE AMOUNT OF THE RESIDENCE HOMESTEAD EXEMPTION FOR INDIVIDUALS SIXTY-FIVE (65) YEARS OF AGE OR OLDER, AND FOR INDIVIDUALS WHO ARE DISABLED, FROM ONE HUNDRED FIVE THOUSAND AND NO/100 DOLLARS (\$105,000.00) TO ONE HUNDRED THIRTY THOUSAND AND NO/100 DOLLARS (\$130,000.00).

B. CONSIDER RESOLUTION NO. 23-04, AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE A MASTER INTERLOCAL AGREEMENT BY AND BETWEEN DALLAS COUNTY AND THE CITY OF RICHARDSON, PERTAINING TO TRANSPORTATION RELATED IMPROVEMENTS AND/OR MAINTENANCE ON OR ABOUT CERTAIN DESIGNATED ROADWAYS SITUATED WITHIN THE TERRITORIAL LIMITS OF THE CITY OF RICHARDSON.

C. CONSIDER AWARD OF THE FOLLOWING BIDS:

1. BID #09-23 – WE RECOMMEND THE AWARD TO AUSHILL CONSTRUCTION, LLC FOR NAPIER DRIVE RECONSTRUCTION IN THE AMOUNT OF \$490,423.00.
2. BID #23-23 – WE REQUEST AUTHORIZATION TO ISSUE AN ANNUAL REQUIREMENTS CONTRACT TO FBS FOR SCREEN PRINTING PURSUANT TO UNIT PRICES.
3. BID #31-23 – WE REQUEST AUTHORIZATION TO ISSUE AN ANNUAL REQUIREMENTS CONTRACT TO NORTEX CONCRETE LIFT & STABILIZATION, INC. FOR PAVEMENT LEVELING SERVICES PURSUANT TO UNIT PRICES.
4. BID #44-23 – WE REQUEST AUTHORIZATION TO ISSUE A COOPERATIVE ANNUAL REQUIREMENTS CONTRACT TO SUNBELT POOLS, INC. FOR POOL MANAGEMENT FOR THE PARKS AND RECREATION DEPARTMENT PURSUANT TO THE LOCAL GOVERNMENT PURCHASING COOPERATIVE ("BUYBOARD") CONTRACT #613-20 FOR A MONTHLY COST OF \$19,960.
5. BID #45-23 – WE REQUEST AUTHORIZATION TO ISSUE A PURCHASE ORDER TO MARATHON FITNESS FOR THE COOPERATIVE PURCHASE OF FITNESS EQUIPMENT FOR THE FIRE DEPARTMENT THROUGH THE LOCAL GOVERNMENT PURCHASING COOPERATIVE ("BUYBOARD") CONTRACT #608-20 IN THE AMOUNT OF \$58,971.47.

9. 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.

EXECUTIVE SESSION

In compliance with Section 551.072 and Section 551.074 of the Texas Government Code, Council will convene into a closed session to discuss the following:

- Deliberation Regarding Real Property
 - Property Considerations in the U.S. 75/E. Plano Pkwy. Area
- Deliberation Regarding Personnel Matters
 - Discussion of appointments to the Quasi-Judicial Boards and Commissions (City Plan Commission, Civil Service Board, Zoning Board of Adjustment/Building and Standards Commission)

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 AND RICHARDSON POLICE DEPARTMENT ON FRIDAY, FEBRUARY 10, 2023, BY 5:00 P.M.

AIMEE NEMER, CITY SECRETARY

ACCOMMODATION REQUESTS FOR PERSONS WITH DISABILITIES SHOULD BE MADE AT LEAST 48 HOURS PRIOR TO THE MEETING BY CONTACTING THE ADA COORDINATOR, VIA PHONE AT (972) 744-4168, VIA EMAIL AT ADACOORDINATOR@COR.GOV, OR BY APPOINTMENT AT 2003 E. RENNER RD., RICHARDSON, TEXAS 75082.

PURSUANT TO SECTION 46.03, PENAL CODE (PLACES WEAPONS PROHIBITED), A PERSON MAY NOT CARRY A FIREARM OR OTHER WEAPON ON THIS PROPERTY. *

FOR THE PURPOSE OF THIS NOTICE "PROPERTY" SHALL MEAN THE RICHARDSON POLICE DEPARTMENT, MULTIPURPOSE ROOM OR ANY OTHER ROOM WHERE A MEETING SUBJECT TO AN OPEN MEETING UNDER GOVERNMENT CODE CHAPTER 551 OF THE RICHARDSON CITY COUNCIL IS HELD.

**This does not apply to licensed carriers.*

MINUTES
RICHARDSON CITY COUNCIL MEETING
JANUARY 30, 2023

- **Call to Order**

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

Paul Voelker	Mayor
Janet DePuy	Mayor Pro Tem
Bob Dubey	Councilmember
Jennifer Justice	Councilmember
Joe Corcoran	Councilmember
Ken Hutchenrider	Councilmember
Arefin Shamsul	Councilmember

The following staff members were also present:

Don Magner	City Manager
Kent Pfeil	Chief Financial Officer
Charles Goff	Assistant City Manager
Michaela Dollar	Assistant City Manager
Bill Alsup	Interim Assistant City Manager
Aimee Nemer	City Secretary
Sam Chavez	Director of Development Services
Mark Nelson	Director of Transportation and Mobility
Pritam Deshmukh	Assistant Director of Transportation & Mobility

COUNCIL MEETING – 6:00 PM, MULTIPURPOSE ROOM #1103

1. INVOCATION – JOE CORCORAN

2. PLEDGE OF ALLEGIANCE: U.S. AND TEXAS FLAGS – JOE CORCORAN

3. MINUTES OF THE JANUARY 23, 2023 MEETING

Council Action

Councilmember Hutchenrider moved to approve the Minutes as presented. Councilmember Shamsul seconded the motion. A vote was taken and passed, 7-0.

4. VISITORS/ACKNOWLEDGEMENT OF PUBLIC COMMENT CARDS

No public comments were submitted.

Mayor Voelker noted that Item 7, Zoning File 22-17, would be heard ahead of items 5 and 6.

5. REVIEW AND DISCUSS TRANSPORTATION AND MOBILITY PROJECTS

Mark Nelson, Director of Transportation and Mobility, provided an update on several projects and funding.

- 2021 Bond –Traffic Signal Replacement/Installation Project
- Texas Department of Transportation -Highway Safety Improvement Program (HSIP)

- 2020 Program
- 2021 Program
- North Central Texas Council of Governments (NCTCOG)
 - Distributed Agent-Based Traffic Lights (DALI) project
 - AV 2.2/2.3 Grant: Connected Automated Vehicles
 - COVID Grant Projects: Three Intersections
 - TA Set-Aside Grant: Arapaho Road/Greenville Avenue
- Other Projects
 - Regional Signal Timing Project
 - Vehicle Detection Upgrades
 - Traffic Monitoring Cameras
 - US75/Belt Line Intersection

6. REVIEW AND DISCUSS INTERLOCAL AGREEMENTS BETWEEN DALLAS AREA RAPID TRANSIT AUTHORITY (DART) AND THE CITY OF RICHARDSON RELATING TO THE SILVER LINE COMMUTER RAIL PROJECT AND PUBLIC TRANSPORTATION OR COMPLEMENTARY SERVICES

Mark Nelson, Director of transportation and mobility, provided an update on amendments to an existing interlocal agreement (ILA) between DART and the City of Richardson related to the construction of the Silver Line Commuter Rail Project. Mr. Nelson also reviewed the terms and conditions of an ILA between DART and the City of Richardson relating to the proposed reallocation of funds by DART to the City of Richardson for the purpose of supporting public transportation or complementary services.

PUBLIC HEARING ITEM:

7. PUBLIC HEARING, ZONING FILE 22-17, A REQUEST TO REZONE APPROXIMATELY 5.2 ACRES LOCATED AT 2301 N CENTRAL EXPRESSWAY, ON THE NORTH SIDE OF FALL CREEK DRIVE BETWEEN CENTRAL EXPRESSWAY AND COLLINS BOULEVARD, FROM PD PLANNED DEVELOPMENT FOR THE TO-M TECHNICAL OFFICE DISTRICT TO PD PLANNED DEVELOPMENT TO ACCOMMODATE THE CONVERSION OF A 131-ROOM SUITE HOTEL TO A 131-UNIT APARTMENT DEVELOPMENT; AND A REQUEST TO REZONE APPROXIMATELY 0.44 ACRES LOCATED AT THE SOUTHEAST CORNER OF FALL CREEK DRIVE AND COLLINS BOULEVARD FROM TO-M TECHNICAL OFFICE DISTRICT TO PD PLANNED DEVELOPMENT DISTRICT TO LIMIT THE DEVELOPMENT OF THE PROPERTY TO AN OPEN SPACE AREA.

Public Hearing

After a briefing by staff, Evan Gallant and Ethan Frey, representing the applicant, presented information to Council and were available for questions.

Opposed -Addressed Council In Person

Jared Johnson, 200 Long Canyon Court
Walt Parrish, 313 Arborcrest Drive

Additionally, the following public comment cards were submitted.

Opposed

James Hatley, 322 Sutton Place
Steve Scott, 5 Round Rock Circle
Steve Butz, 2621 East Prairie Creek Drive
Michael Belvin, 208 Long Canyon Ct.
Ryan Rankin, 2417 Little Creek Drive
Meredith Bills-Johnson, 200 Long Canyon Court
Laura Robertson, 2 Forest Park Drive

Neutral

Warren Caldwell, Representing CCHOA
Warren Caldwell, 2014 Sandy Trail
Devan Bailey, 2600 Waterview Pkwy Representing Comets for Better Transit

With no further comments, Councilmember Hutchenrider moved to close the Public Hearing, seconded by Councilmember Shamsul and approved unanimously.

Council Action

Councilmember Hutchenrider moved to approve the request as presented. Mayor Pro Tem DePuy seconded the motion. A vote was taken and passed, 5-2 with Councilmember Corcoran and Councilmember Shamsul in opposition.

8. CONSENT AGENDA:

- A. CONSIDER RESOLUTION NO. 23-01, APPROVING THE TERMS AND CONDITIONS OF AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF RICHARDSON, TEXAS (“CITY”) AND DALLAS AREA RAPID TRANSIT (“DART”) FOR PUBLIC TRANSPORTATION SYSTEM OR COMPLEMENTARY TRANSPORTATION SERVICES; AND AUTHORIZING ITS EXECUTION BY THE CITY MANAGER.**

- B. CONSIDER AWARD OF BID #19-23 – WE RECOMMEND THE AWARD TO FANNIN TREE FARM FOR MAIN STREET TREE REPLACEMENT IN THE AMOUNT OF \$156,150.**

Council Action

Councilmember Hutchenrider moved to approve the Consent Agenda as presented. Councilmember Justice seconded the motion. A vote was taken and passed, 7-0.

9. REPORT ON ITEMS OF COMMUNITY INTEREST

Council reported on items of community interest.

ADJOURNMENT

With no further business, the meeting was adjourned at 9:00 p.m.

MAYOR

ATTEST:

CITY SECRETARY

MINUTES
RICHARDSON CITY COUNCIL
WORK SESSION MEETING
FEBRUARY 6, 2023

• **Call to Order**

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

Paul Voelker	Mayor
Janet DePuy	Mayor Pro Tem
Bob Dubey	Councilmember
Jennifer Justice	Councilmember
Joe Corcoran	Councilmember
Ken Hutchenrider	Councilmember
Arefin Shamsul	Councilmember

The following staff members were also present:

Don Magner	City Manager
Kent Pfeil	Chief Financial Officer
Charles Goff	Assistant City Manager
Michaela Dollar	Assistant City Manager
Bill Alsup	Interim Assistant City Manager
Aimee Nemer	City Secretary
Haley Alsabrook	Management Analyst
Gary Tittle	Police Chief
Michael Bussiere	Assistant Police Chief
Coby Pewitt	Assistant Police Chief
Keith Dagen	Finance Director
Mark Nelson	Transportation & Mobility Director
Daniel Herrig	Mobility and Special Projects Manager

Consultants present:

Christian Lentz, Halff Associates, Inc.

WORK SESSION – 6:00 PM, MULTIPURPOSE ROOM #1103

A. VISITORS/ACKNOWLEDGEMENT OF PUBLIC COMMENT CARDS

Matthew Martin, 1415 Ridgemoore Lane, addressed Council regarding the Active Transportation Plan.

Amit Vaghela, 809 Rimes Drive, Garland, addressed Council regarding the use of land at Plano Road and Belt Line for a baseball tournament complex.

B. RECOGNITION OF THE POLICE DEPARTMENT’S COMMUNITY RELATIONS TEAM FOR FIRST PLACE NATIONAL NIGHT OUT 2022

Chief Tittle provided an overview of the efforts of the Richardson Police Department and their award of first place in their population category for the 2022 National Night Out. City Council recognized the department and the Community Relations Unit.

C. REVIEW AND DISCUSS THE OVER 65 AND DISABLED PERSON EXEMPTION

Keith Dagen, Director of Finance, reviewed this item for Council, providing the following recommendation.

- The current \$105,000 exemption is estimated to generate a 25.18% tax benefit after factoring residential value growth of 3%
- Staff recommends increasing the exemption to \$130,000
 - This increase will provide an estimated 31.18% tax benefit for FY 2023-2024
 - City exempted taxes are estimated at \$6,224,393
 - Incremental cost to City is \$1,311,853 (\$114,854 due to growth & \$1,196,999 due to an increase)
 - General Fund = \$802,523; Debt Service = \$509,330

D. REVIEW AND DISCUSS THE FINAL DRAFT OF THE ACTIVE TRANSPORTATION PLAN

Mark Nelson, Director of Transportation and Mobility; Daniel Herrig, Mobility and Special Projects Manager; and Christian Lentz, Half Associates; reviewed the draft Active Transportation Plan for Council.

Project Overview

- Purpose and Planning Process
- Vision for Active Transportation

Our Plan for Active Transportation

- Plan Components
- Recommended Network, Policies, and Practices

Implementing Our Vision

- Administration and Implementation

E. REPORT ON ITEMS OF COMMUNITY INTEREST

Council reported on items of community interest.

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
 - Discussion of Incentives Under the Economic Development Incentive Agreements with Network of Community Ministries

Council Action

Council convened into Executive Session at 8:00 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 10:35 p.m. There was no action as a result of the Executive Session.

ADJOURNMENT

With no further business, the meeting was adjourned at 10:36 p.m.

MAYOR

ATTEST:

CITY SECRETARY

**City Council
Agenda Item Summary**

Meeting Date:	February 13, 2023
Agenda Item:	2022 Community Revitalization Awards
Staff Resource:	Keith Krum Planning Projects Manager Development Services
Summary:	On Monday night, the City Council will recognize the recipients of the 2022 Community Revitalization Awards. This year, we are recognizing eleven (11) projects; five (5) non-residential properties and six (6) single-family homes.
City Council Strategic Goals:	This agenda item helps further the following City Council Strategic Goals: <ul style="list-style-type: none">• Improve access, usability, and user experience with policies, processes, and procedures• Continue to explore unique incentives/initiatives to attract and retain residents and other stakeholders• Promote avenues for public engagement and input• Value, protect, and create a positive return on City, resident, and other stakeholder investments in the City
Background Information:	Each year, the City recognizes individuals who have enhanced our community by making significant exterior improvements to properties that have, in turn, had a positive impact on the surrounding area and our community as a whole. Since the program's inception in 1994, nearly 320 properties have received awards.

RESOLUTION NO. 23-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RICHARDSON, TEXAS, ORDERING A GENERAL ELECTION TO BE HELD ON THE 6TH DAY OF MAY 2023, FOR THE PURPOSE OF ELECTING A MAYOR AND SIX (6) MEMBERS OF THE RICHARDSON CITY COUNCIL; DESIGNATING POLLING PLACES; ORDERING NOTICES OF ELECTION TO BE GIVEN; AND AUTHORIZING EXECUTION OF JOINT ELECTION CONTRACTS; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in accordance with the general laws and Constitution of the State of Texas and the Charter of the City of Richardson, Texas, a Municipal Officers' election is to be held on the first Saturday in May; and

WHEREAS, it is necessary that the City Council of the City of Richardson to order an election to be held on the 6th day of May, 2023, 7:00 a.m. to 7:00 p.m., for the purpose of electing a Mayor (Place 7) and council members for Places 1, 2, 3, 4, 5, and 6; and

WHEREAS, the election shall be held as a Joint Election administered by the Dallas and Collin County Elections Administrators in accordance with the provisions of the Texas Election Code, the Charter of the City of Richardson, and a Joint Election Contract with the County of Dallas and the County of Collin; and

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

SECTION 1. That a Municipal Officers' election is hereby ordered for May 6, 2023, for the City of Richardson, Texas, for the purpose of electing a Mayor (Place 7) and council members for Places 1, 2, 3, 4, 5, and 6. Polling locations for the election will be determined in the Joint Election Contracts to be entered into with Dallas and Collin Counties. The polling locations shall be open between the hours of 7:00 a.m. and 7:00 p.m. on the date of the election. The election will be conducted in accordance with the Texas Election Code and the Joint Election Contracts by and between the City, the County of Dallas, the County of Collin, and other units of government as described in the contracts.

SECTION 2. That the City Secretary is hereby directed to cause notice of said election to be published at least once, not earlier than the 30th day nor later than the 10th day, before election day as provided in Section 4.003(a) (1) of the Texas Election Code; and shall be posted on the bulletin board used for posting notices of the City Council meetings not later than the 21st day before election day; and shall be delivered to the county clerk and voter registrar of Dallas and Collin County no later than the 60th day before the election as provided in Section 4.008(a) of the Texas Election Code. A copy of the published notice that contains the name of the newspaper and the date of publication shall be retained as a record of such notice, and the person posting the notice shall make a record at the time of posting stating the date and place of posting in accordance with Texas Election Code Section 4.005.

SECTION 3. That early voting by personal appearance by any qualified Dallas County resident may be conducted at any of the Dallas County locations established by the Joint Election Contract. The main early voting polling place for qualified Dallas County residents will be the Elections Training Warehouse, 1460 Round Table Drive, Dallas, Texas, 75247. Early voting by personal appearance for the May 6, 2023, election will be conducted by the Dallas County Elections Department beginning on Monday, April 24, 2023, and continue through Saturday, April 29, 2023, between 8:00 a.m. and 5:00 p.m.; on Sunday, April 30, 2023, between 12:00 p.m. and 6:00 p.m.; and May 1 through May 2, 2023, between 7:00 a.m. and 7:00 p.m.

SECTION 4. That applications for early voting ballot by mail for Dallas County voters shall be mailed to Dallas County Elections, Attn: Ballot Department, 1520 Round Table Drive, Dallas, Texas 75247. Applications for early voting ballot by mail must be received no later than the close of business on April 25, 2023.

SECTION 5. That early voting by personal appearance by any qualified Collin County resident may be conducted at any of the Collin County locations established by the Joint Election Contract. The main early voting polling place for any qualified Collin County resident will be at the Collin County Elections Office, 2010 Redbud Boulevard, Suite 102, McKinney, Texas 75069. Early voting by personal appearance for the May 6, 2023, election will be conducted by the Collin County Elections Department beginning on Monday, April 24, 2023, and continue through Saturday, April 29, 2023, between 8:00 a.m. and 5:00 p.m.; and May 1 through May 2, 2023, between 7:00 a.m. and 7:00 p.m.

SECTION 6. That applications for early voting ballot by mail for Collin County voters shall be mailed to Bruce Sherbet, Joint Election Early Voting Clerk, Collin County Elections Office, 2010 Redbud Boulevard, Suite 102, McKinney, Texas 75069. Applications for early voting ballot by mail must be received no later than the close of business on April 25, 2023.

SECTION 7. That in compliance with Section 271.006 of the Texas Election Code, Michael Scarpello, Dallas County Elections Administrator, will be appointed as Early Voting Clerk for Dallas County, and Bruce Sherbet, Collin County Elections Administrator, will be appointed as Early Voting Clerk for Collin County. Other deputy early voting clerks will be appointed as needed by each county to process early voting mail and to conduct early voting by personal appearance at any other designated locations.

SECTION 8. That if a run-off election becomes necessary, the Dallas and Collin County Elections Administrators will conduct the run-off election to be held on Saturday, June 10, 2023, or on such other date set forth in the Election Contracts. Early voting by personal appearance with respect to such run-off election shall be as determined by the Dallas County and Collin County Elections Administrators.

SECTION 9. That a voting system or systems meeting the standards and requirements of the Texas Election Code, as amended, is hereby adopted and approved for this election.

SECTION 10. That the City Manager is hereby authorized to execute the Joint Election Contracts for the conduct of a joint election to be held on May 6, 2023, and to approve any amendments thereto.

SECTION 11. That the first day to file an application for a place on the ballot with the City Secretary was January 18, 2023, at 8:00 a.m., with the last day for filing to be February 17, 2023, at 5:00 p.m., in accordance with the Election Code Sections 143.006 and 143.007.

SECTION 12. That pursuant to the Joint Election Contracts, the Dallas and Collin County Elections Administrators shall serve as Election Administrators for the election. Presiding Election Judges and Alternate Presiding Election Judges appointed to serve at said polling places shall be those election officials furnished by the Elections Administrator for each county from the list of proposed election judges listed in an attachment to the Election Contracts.

SECTION 13. That should any word, sentence, paragraph, subdivision, clause, phrase or section of this resolution be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said resolution, which shall remain in full force and effect.

SECTION 14. That this resolution shall become effective immediately from and after its passage and is, accordingly, so resolved.

DULY RESOLVED AND ADOPTED by the City Council of the City of Richardson, Texas, on this the 13th day of February 2023.

CITY OF RICHARDSON, TEXAS

MAYOR

ATTEST:

CITY SECRETARY

APPROVED AS TO FORM:

CITY ATTORNEY (TM 133563)

RESOLUTION NO. 23-03

A RESOLUTION ordering a bond election to be held in the City of Richardson, Texas, making provisions for the conduct of the election and resolving other matters incident and related to such election.

WHEREAS, the City of Richardson, Texas (the “City”) experienced a fire at its City Hall on August 22, 2022 which severely damaged City Hall to the extent the City Hall is no longer habitable;

WHEREAS, the City Council of the City desires to construct a new City Hall on the same parcel of land where the City Hall destroyed by the fire was located;

WHEREAS, the City Council of the City hereby finds that an election should be held to determine whether said governing body shall be authorized to issue bonds of said City in the amount and for constructing, improving and equipping a new City Hall as hereinafter identified; now, therefore,

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

SECTION 1: An election shall be held on the 6th day of May, 2023, in the City of Richardson, Texas, which date is not less than seventy-eight (78) nor more than ninety (90) days from the date of the adoption hereof and is a uniform election date pursuant to Texas Election Code, Section 41.001, for the purpose of submitting the following proposition:

PROPOSITION A

“SHALL the City Council of the City of Richardson, Texas, be authorized to issue general obligation bonds of the City in the principal amount of \$46,000,000 for permanent public improvements and public purposes, to wit: designing, constructing, improving and equipping a new City Hall building including parking and landscaping related thereto and the demolition of the existing city hall building; such bonds to mature serially or otherwise over a period not to exceed forty (40) years from their date of issuance, to be issued and sold in one or more series at any price or prices and to bear interest at any rate or rates (fixed, floating, variable or otherwise) as shall be determined within the discretion of the City Council at the time of issuance or sale of the bonds; and shall the City Council of the City be authorized to levy and pledge and cause to be assessed and collected, annual and ad valorem taxes, within the limitations prescribed by law, on all taxable property in the City sufficient to pay the principal of and interest on the bonds and the cost of any credit agreements executed in connection with the bonds?”

SECTION 2: Pursuant to an agreement with the Dallas County Elections Department, for that portion of the City located in Dallas County and the Collin County Elections Department for that portion of the City located in Collin County, the election shall be conducted by the Dallas County Elections Department and the Collin County Elections Department, respectively, in accordance with the provisions of the respective agreements for election services (the “Contracts”).

The City shall be divided into multiple election precincts or vote center areas for this election and the polling places for this election are shown in **Exhibits A-1 and A-2**, which is attached hereto and incorporated herein by reference as a part of this Resolution for all purposes. The election officers and maximum number of clerks for each polling place shall be determined and appointed in accordance with the Contracts.

On election day, the polls shall be open from 7:00 a.m. to 7:00 p.m.

SECTION 3: With respect to that portion of the City located in Dallas County, the locations, dates and times for early voting for this election shall be as shown in **Exhibit B-1**, which is attached hereto and incorporated herein by reference as a part hereof for all purposes. Michael Scarpello, Dallas County Elections Administrator, is hereby appointed early voting clerk and shall appoint and designate deputy clerks at such early voting polling place in accordance with the agreement with the Dallas County Elections Department.

With respect to that portion of the City located in Collin County, the locations, dates and times for early voting for this election shall be as shown in **Exhibit B-2**, which is attached hereto and incorporated herein by reference as a part hereof for all purposes. Bruce Sherbet, Collin County Elections Administrator, is hereby appointed as early voting clerk and shall appoint and designate deputy clerks for early voting in accordance with the agreement with the Collin County Elections Department.

For purposes of processing ballots cast in early voting, the election officers for the early voting ballot board for this election shall be appointed and designated in accordance with the provisions of the Contracts.

SECTION 4: With respect to voters of the City residing in Dallas County, the Central Counting Station for the tabulation and counting of ballots for this election shall be located at the Office of the Elections Department, 1520 Round Table Dr., Dallas, Texas and the Manager, Tabulation Supervisor, Presiding Judge and Alternate Presiding Judge at such Central Counting Station shall be determined, appointed and designated in accordance with the agreement with the Dallas County Elections Department. The Manager and Presiding Judge of such Central Counting Station may appoint clerks to serve at such Station, as provided by Texas Election Code, Section 127.006, as amended.

With respect to voters of the City residing in Collin County, the Central Counting Station for the tabulation and counting of ballots for this election shall be located at the Collin County Election Department, 2010 N. Redbud Blvd., #102, McKinney, Texas and the Manager, Tabulation Supervisor, Presiding Judge and Alternate Presiding Judge at such Central Counting Station shall be determined, appointed and designated in accordance with the agreement with the Collin County Elections Department. The Manager and Presiding Judge of such Central Counting Station may appoint clerks to serve at such Station, as provided by Section 127.006 of the Election Code, as amended.

SECTION 5: A voting system or systems meeting the standards and requirements of the Texas Election Code, as amended, is hereby adopted and approved for early voting by personal appearance and by mail and for election day voting.

Ballots shall be prepared in accordance with Texas Election Code, and permit electors to vote “FOR” or “AGAINST” the aforesaid measures which shall appear on the ballot substantially as follows:

PROPOSITION A

“THE ISSUANCE OF \$46,000,000 GENERAL OBLIGATION BONDS FOR A NEW CITY HALL AND THE IMPOSITION OF A TAX SUFFICIENT TO PAY THE PRINCIPAL OF AND INTEREST ON THE BONDS”

SECTION 6: All resident qualified electors of the City shall be permitted to vote at said election, and on the day of the election, such electors shall vote at the polling place designated for the election precinct in which they reside or at a vote center, as applicable. This election shall be held and conducted in accordance with the provisions of Texas Election Code and Texas Government Code, Chapter 1251, and as may be required by law, all election materials and proceedings shall be printed in English, Spanish and Vietnamese.

SECTION 7: A substantial copy of this Resolution shall serve as proper notice of said election. Said notice shall be published on the same day in each of two successive weeks in a newspaper of general circulation in said City, the first of said publications to appear in said newspaper not more than thirty (30) days and not less than fourteen (14) full days prior to the day of the election. Moreover, a substantial copy of this Resolution and the voter information attached as **Exhibit C**, including Spanish and Vietnamese translations thereof, shall be posted (i) at City Hall not less than 21 days prior to Election Day; (ii) at three additional public places within the City not less than 21 days prior to Election Day, (iii) in a prominent location at each polling place on Election Day and during early voting, and (iv) in a prominent location on the City’s internet website not less than 21 days prior to Election Day. A sample ballot shall be posted on the City’s internet website not less than 21 days prior to Election Day.

SECTION 8: In accordance with Texas Election Code, Section 3.009(b), as amended, the aggregate amount of outstanding principal of the City's debt obligations secured by ad valorem taxes as of the date of adoption of this Resolution, totaled \$322,440,000; the aggregate amount of outstanding interest on the City's debt obligations secured by ad valorem taxes as of the date of adoption of this Resolution, totaled \$79,536,096; and the ad valorem debt service tax rate for the City as of the date of the adoption of this Resolution is \$0.21779 cents per \$100 of taxable assessed valuation. Based on the bond market conditions at the date of adoption of this Resolution, the maximum net effective interest rate for any series of the bonds is estimated to be 5.00%. Such estimated maximum rate is provided as a matter of information and in accordance with the requirements of Texas law, but is not a limitation on the interest rate at which the bonds, or any series thereof, may be sold.

SECTION 9: This Resolution shall incorporate the provisions of the Contracts, and to the extent of any conflict between this Resolution and the Contracts, the provisions of the Contracts shall control. The Mayor, City Manager, City Secretary or other appropriate official, is hereby authorized to correct, modify or change the exhibits to this Resolution based upon the final locations and times agreed upon by the respective elections departments and the City.

PASSED AND APPROVED, this the 13th day of February, 2023.

Mayor
City of Richardson, Texas

ATTEST:

City Secretary
City of Richardson, Texas

(City Seal)

Exhibit A-1

**FOR THE PORTION OF CITY OF RICHARDSON LOCATED IN DALLAS COUNTY,
TEXAS**

May 6, 2023 ELECTION DAY VOTING LOCATIONS

The locations for election day voting will be provided by the Dallas County Elections Administrator pursuant to the Contract with the Dallas County Elections Administrator and as listed at www.dallasvotes.org.

Exhibit A-2

**FOR THE PORTION OF CITY OF RICHARDSON LOCATED IN COLLIN COUNTY,
TEXAS**

May 6, 2023 ELECTION DAY VOTING LOCATIONS

Polling Place	Address	City

The locations for election day voting will be provided by the Collin County Elections Administrator pursuant to the Contract with the Collin County Elections Administrator and as listed at www.collincountytx.gov/elections.

Exhibit B-1

EARLY VOTING LOCATIONS, DATES AND HOURS

FOR THE PORTION OF CITY OF RICHARDSON LOCATED IN DALLAS COUNTY, TEXAS

Early voting begins Monday, April 24, 2023 and ends on Tuesday, May 2, 2023.
 For Dallas County voters, applications for ballot by mail shall be requested from and mailed to Dallas County Elections, Attn: Ballot Department, 1520 Round Table Drive, Dallas, Texas 75247 or evapplications@dallascounty.org.

Applications for ballots by mail must be received no later than the close of business on April 25, 2023.

Polling Place	Address
Dallas County Elections Training/Warehouse (Main Early Voting Location)	1460 Round Table Drive Dallas, TX 75247

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	<i>April 24</i> <i>Early Voting</i> 8am – 5pm	<i>April 25</i> <i>Early Voting</i> 8am – 5pm	<i>April 26</i> <i>Early Voting</i> 8am – 5pm	<i>April 27</i> <i>Early Voting</i> 8am – 5pm	<i>April 28</i> <i>Early Voting</i> 8am – 5pm	<i>April 29</i> <i>Early Voting</i> 8am – 5pm
<i>April 30</i> <i>Early Voting</i> 12pm – 6pm	<i>May 1</i> <i>Early Voting</i> 7am – 7pm	<i>May 2</i> <i>Early Voting</i> 7am – 7pm				

*City voters who reside in Dallas County may vote at any of the additional Early Voting locations provided in the Dallas County Contract or at www.dallascountyvotes.org. The polling places, county vote centers, and the county election precincts whose qualified voters shall cast ballots at such locations in the City of Richardson for the 2023 Bond Election will be designated by the Dallas County Elections Administrator. A full list of voting locations will be provided by the Dallas County Elections Administrator.

Exhibit B-2

EARLY VOTING LOCATIONS, DATES AND HOURS

**FOR THE PORTION OF CITY OF RICHARDSON LOCATED IN COLLIN COUNTY,
TEXAS**

Early voting begins Monday, April 24, 2023 and ends on Tuesday, May 2, 2023.

For Collin County voters, applications for ballot by mail shall be requested from and mailed to: Bruce Sherbet, Early Voting Clerk, 2010 Redbud #102, McKinney, Texas 75069 or faxed to 972-547-1996 or emailed to absenteemailballoting@collincountytx.gov. If faxed or emailed, the original application must be mailed and received within 4 business days.

Applications for ballots by mail must be received no later than the close of business on April 25, 2023.

**Early Voting Locations and Hours
City of Richardson
Collin County***

Polling Location <i>(Lugar de Votación)</i>	Room Name <i>(Nombre de la habitación)</i>	Addresses <i>(Dirección)</i>	City <i>(Ciudad)</i>	Zip Code <i>(Código postal)</i>
Collin County Elections (Main Early Voting Location)	Voting Room	2010 Redbud Blvd., Suite 102	McKinney	75069
Allen ISD Service Center	Main Lobby	1451 N. Watters Rd.	Allen	75002
Allen Municipal Courts Facility	Community Room	301 Century Pkwy.	Allen	75013
Anna Municipal Complex	Lobby	120 W. 7th St.	Anna	75409
Blue Ridge ISD Administration Building	Board of Trustees Board Room	318 School St.	Blue Ridge	75424
Carpenter Park Recreation Center	South Lobby	6701 Coit Rd.	Plano	75024
Children’s Health StarCenter	Activity Room	6993 Stars Ave.	McKinney	75070
Christopher A. Parr Library	Programs Room	6200 Windhaven Pkwy.	Plano	75093
Collin College Celina Campus	Atrium	2505 Kinship Pkwy.	Celina	75009
Collin College Farmersville Campus	Atrium	501 S. Collin Pkwy.	Farmersville	75442
Collin College Frisco Campus	Building J, Room 113	9700 Wade Blvd.	Frisco	75035

Collin College Higher Education Center	Atrium	3452 Spur 399	McKinney	75069
Collin College McKinney Campus	Atrium, Hallway D	2200 University Dr.	McKinney	75071
Collin College Plano Campus	Atrium D Square	2800 Spring Creek Pkwy.	Plano	75074
Collin College Wylie Campus	Lobby	391 Country Club Rd.	Wyle	75098
Copeville Special Utility District	Conference Room	16120 FM 1778	Nevada	75173
Dowell Middle School	Library (D100)	301 S. Ridge Rd.	McKinney	75072
Evans Middle School	Library (A114)	6998 W. Eldorado Pkwy.	McKinney	75072
Fairview Town Hall	Council Chambers	372 Town Pl.	Fairview	75069
Farmersville City Hall	Council Chambers	205 S. Main St.	Farmersville	75442
Frisco Fire Station #5	Training Room	14300 Eldorado Pkwy.	Frisco	75035
Frisco Fire Station #8	Training Room	14700 Rolater Rd.	Frisco	75034
Haggard Library	Programs Room	2501 Coit Rd.	Plano	75075
Harrington Library	Thelma Rice Sproles Program Room	1501 18th St.	Plano	75074
John & Judy Gay Library	Meeting Room	6861 W. Eldorado Pkwy.	McKinney	75070
Lavon City Hall	Gymnasium	120 School Rd.	Lavon	75166
Lovejoy ISD Administration Building	Portable #1 Training Room	259 Country Club Rd.	Allen	75002
Lucas Community Center	Community Room	665 Country Club Rd.	Lucas	75002
Maribelle M. Davis Library	Programs Room	7501 Independence Pkwy. A	Plano	75025
McKinney Fire Station #5	Community Room	6600 Virginia Pkwy.	McKinney	75071
McKinney Fire Station #7	Community Room	861 Independence Pkwy.	McKinney	75072
McKinney Fire Station #9	Community Room	4900 Summit View Dr.	McKinney	75071
McKinney Fire Station #10	Community Room	1150 Olympic Crossing	McKinney	75071
McKinney High School	PAC Lobby	1400 E. Wilson Creek Pkwy.	McKinney	75069

McKinney North High School	Auditorium Lobby	2550 Wilmeth Rd.	McKinney	75071
Melissa City Hall	Municipal Court Room, 1st Floor	3411 Barker Ave.	Melissa	75454
Michael J. Felix Community Center	Rooms A and B	3815 E. Sachse Rd.	Sachse	74048
Murphy Community Center	Homer and Marie Adams Rooms	205 N. Murphy Rd.	Murphy	75094
New Hope Town Hall	Council Chambers	121 Rockcrest Rd.	McKinney	75071
Old Settler's Recreation Center	North Multi-Purpose Room	1201 E. Louisiana St.	McKinney	75069
Parker City Hall	Council Chambers	5700 E. Parker Rd.	Parker	75002
Plano ISD Administration Center	Lobby	2700 W. 15th St.	Plano	75075
Prosper Town Hall	Community Room	250 W. First St.	Prosper	75078
Renner Frankford Branch Library	Programs Room	6400 Frankford Rd.	Dallas	75252
Roy & Helen Hall Memorial Library	Lobby	101 E. Hunt St.	McKinney	75069
Terry Pope Administration Building	Community ISD Board Room	611 N. FM 1138	Nevada	75173
The Grove at Frisco Commons	Community Room	8300 McKinney Rd.	Frisco	75034
Wylie Senior Recreation Center	Dining Room	800 Thomas St.	Wylie	75098

*City voters who reside in Collin County may vote at any of the additional Early Voting locations provided in the Collin County Contract or at www.collincountytx.gov/elections. The polling places, county vote centers, and the county election precincts whose qualified voters shall cast ballots at such locations in the City of Richardson for the 2023 Bond Election will be designated by the Collin County Elections Administrator.

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	<i>April 24 Early Voting 8am – 5pm</i>	<i>April 25 Early Voting 8am – 5pm</i>	<i>April 26 Early Voting 8am – 5pm</i>	<i>April 27 Early Voting 8am – 5pm</i>	<i>April 28 Early Voting 8am – 5pm</i>	<i>April 29 Early Voting 8am – 5pm</i>
	<i>May 1 Early Voting 7am – 7pm</i>	<i>May 2 Early Voting 7am – 7pm</i>				

EXHIBIT C
VOTER INFORMATION DOCUMENT

City of Richardson, Texas Proposition A:

<input type="checkbox"/> FOR (a favor) <input type="checkbox"/> AGAINST (en contra)	“THE ISSUANCE OF \$46,000,000 GENERAL OBLIGATION BONDS FOR A NEW CITY HALL AND THE IMPOSITION OF A TAX SUFFICIENT TO PAY THE PRINCIPAL OF AND INTEREST ON THE BONDS.”
--------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------

principal of debt obligations to be authorized	\$46,000,000.00
estimated interest for the debt obligations to be authorized presuming an interest rate of 5.00%	\$28,084,861.00
estimated combined principal and interest required to pay on time and in full the debt obligations to be authorized amortized over 20 years	\$74,084,861.00
as of the date the election was ordered, principal of all outstanding debt obligations	\$322,440,000.00
as of the date the election was ordered, the estimated interest on all outstanding debt obligations	\$79,536,096.00
as of the date the election was ordered, the estimated combined principal and interest required to pay on time and in full all outstanding debt obligations amortized over 20 years	\$401,976,096.00
estimated maximum annual increase in the amount of taxes on a residence homestead with a taxable value of \$100,000 to repay the debt obligations to be authorized, if approved. This figure assumes the amortization of the City’s debt obligations, including outstanding debt obligations and the proposed debt obligation; changes in estimated future appraised values within the City; and the assumed interest rate on the proposed debt obligations.	\$0.00

ORDINANCE NO. 4446

AN ORDINANCE OF THE CITY OF RICHARDSON, TEXAS, AMENDING THE CODE OF ORDINANCES OF THE CITY OF RICHARDSON, TEXAS, BY AMENDING CHAPTER 12, ARTICLE I, SECTION 12-4, TO ADOPT AN INCREASE IN THE AMOUNT OF THE RESIDENCE HOMESTEAD EXEMPTION FOR INDIVIDUALS SIXTY-FIVE (65) YEARS OF AGE OR OLDER, AND FOR INDIVIDUALS WHO ARE DISABLED, FROM ONE HUNDRED FIVE THOUSAND AND NO/100 DOLLARS (\$105,000.00) TO ONE HUNDRED THIRTY THOUSAND AND NO/100 DOLLARS (\$130,000.00); PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Texas Constitution and Section 11.13 (d) of the Texas Property Tax Code authorizes the City Council of the City of Richardson, Texas, to provide for an exemption from taxation by the City of a portion of the appraised value of a residence homestead of individuals who are sixty-five (65) years of age, or older, and for individuals who are disabled; and

WHEREAS, the City Council of the City of Richardson, Texas, desires to increase the amount of the residence homestead exemption for individuals who are sixty-five (65) years of age, or older, and for individuals who are disabled; **NOW, THEREFORE**,

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

SECTION 1. That the Code of Ordinances of the City of Richardson, Texas, be, and the same is hereby amended by amending Chapter 12, Article I, Section 12-4, in part, to read as follows:

“Sec. 12-4. Homestead exemption.

- (a) That, except as provided in subsection (c) of this section, pursuant to the Texas Constitution and V.T.C.A., Property Tax Code § 11.13(d), \$130,000.00 of the appraised value of the residence homestead of an individual who is 65 years of age, or older, shall be exempt from ad valorem taxes beginning tax year 2023, and continuing thereafter provided such person qualifies and makes application for the exemption in accordance with the Texas Property Tax Code.
- (b) That, except as provided in subsection (c) of this section, pursuant to the Texas Constitution and V.T.C.A., Property Tax Code § 11.13(d), \$130,000.00 of the appraised value of the residence homestead of an individual who is disabled shall be exempt from ad valorem taxation

beginning tax year 2023, and continuing thereafter provided, such person qualifies for and makes application for the exemption in accordance with the Texas Property Tax Code.

- (c) In the event an election is called to determine whether to establish a tax limitation as provided by Article VIII, Section 1-b(h) of the Texas Constitution and at such election a majority of the voters are in favor of the tax limitation, the amount of the residence homestead exemption pursuant to V.T.C.A., Property Tax Code § 11.13(d), of an individual who is 65 years of age, or older, and of an individual who is disabled shall be reduced from \$130,000.00 to \$30,000.00 effective for the first tax year that notice to the central appraisal district and the Texas Property Tax Code will allow.
- (d) In order to maintain a proportional benefit for individuals 65 years of age and older, and for individuals who are disabled, the city council shall review the amount of the residence homestead exemption for individuals 65 years of age or older and for individuals who are disabled during the city's annual budget process.”

SECTION 2. That all provisions of the ordinances of the City of Richardson in conflict with the provisions of this ordinance be, and the same are hereby, repealed, and all other provisions of the ordinances of the City of Richardson not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 3. That should any sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal or unconstitutional.

SECTION 4. This ordinance shall take effect immediately from and after its passage as the law and charter in such cases provide, and shall apply to tax year 2023 and subsequent tax years.

DULY PASSED by the City Council of the City of Richardson, Texas, on the 13th day of February, 2023.

APPROVED:

MAYOR

CORRECTLY ENROLLED:

CITY SECRETARY

APPROVED AS TO FORM:

CITY ATTORNEY
(PGS:1-25-23:TM 133300)

ORDINANCE NO. 4447

AN ORDINANCE OF THE CITY OF RICHARDSON, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND ZONING MAP OF THE CITY OF RICHARDSON, AS HERETOFORE AMENDED, TO GRANT A CHANGE IN ZONING BY GRANTING A SPECIAL PERMIT FOR A GOLF DRIVING RANGE, GOLF-RELATED ACTIVITIES, AND AN OUTDOOR STORAGE AREA FOR THE PROPERTY LOCATED AT 3570 WATERVIEW PARKWAY, RICHARDSON, TEXAS, ZONED LR-M(1) LOCAL RETAIL, BEING MORE PARTICULARLY DESCRIBED IN EXHIBIT "A"; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE. (ZONING FILE 22-16).

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

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

SECTION 1. That Ordinance No. 3684, adopted on November 12, 2007, is hereby repealed.

SECTION 2. That the Comprehensive Zoning Ordinance and Zoning Map of the City of Richardson, Texas, duly passed by the governing body of the City of Richardson on the 5th day of June, 1956, as heretofore amended be, to grant a change in zoning by granting a Special Permit for a golf driving range, golf-related activities, and an outdoor storage area for the property located at 3570 Waterview Parkway, Richardson, Texas, zoned LR-M(1) Local Retail, being more particularly described in Exhibit "A", attached hereto and made a part hereof for all purposes (the "Property").

SECTION 3. That the Special Permit for a golf driving range, golf-related activities, and an outdoor storage area is hereby conditionally granted subject to the following special conditions:

1. A Special Permit is hereby approved for a golf driving range, golf-related activities, and an outdoor storage area and shall be developed in substantial conformance with the Concept Plan attached hereto as Exhibit “B” subject to the following conditions:
 - a. No other person, company, business, or legal entity may operate golf driving range, golf-related activities, and outdoor storage area on the property other than Blue Jeans Golf. The Special Permit automatically terminates upon the change in ownership or operator, in accordance with Article XXII-A, Section 7 of the Comprehensive Zoning Ordinance, as amended.
 - b. The Special Permit shall expire and terminate, and this Ordinance be of no further effect in accordance with Article XXII-A, Section 7 of the Comprehensive Zoning Ordinance, as amended.
2. The following uses shall be permitted on the Property:
 - a. Golf driving range with sixty-five (65) hitting bays, which includes forty-five (45) covered hitting bays with associated seating and ball tracking technology and twenty (20) uncovered bays, as shown on Concept Plan.
 - b. Golf barn to include six (6) hitting bays with ball tracking technology, golf storage, ball washing equipment, and a restroom.
 - c. 9-hole, par 3 golf course.
 - d. 18-hole putting course.
 - e. “Short game” area for the practice of chipping, pitching and bunker shots.
 - f. Clubhouse.
 - g. A maximum of two (2) 10’x40’ shipping containers; one for food and beverage sales and one for a ball wash and dispensing station.
 - h. Two (2) maintenance/storage buildings, limited to the area as shown on the Concept Plan.
 - i. Outdoor storage area to be screened as shown on the Concept Plan.
3. The hours of operation shall be limited to 6:00 a.m.to 1:00 a.m.
4. Outdoor lighting shall be oriented and designed so that lighting levels at all Property lines shall not exceed one foot candle. The lighting located along Waterview Parkway and Renner Road shall be oriented so as to not direct glare to drivers of motor vehicles on these roadways.
5. Parking.

- a. A total of 114 parking spaces shall be provided on the Property.
 - b. An area shall be reserved for a minimum of twenty-six (26) additional parking spaces as shown on Concept Plan.
 - c. The parking lot shall be constructed of concrete.
6. Netting Fence. A 40-foot-high netting fence supported by 40-foot-high wooden poles is allowed adjacent to Synergy Park Boulevard and Waterview Parkway in the location indicated on the Concept Plan.
 7. Sidewalks. No sidewalks shall be required; however, 10-foot pedestrian easements are reflected on the concept plan and future sidewalk construction shall be coordinated between the City and UTD and shall be constructed when requested by City.
 8. President George Bush Highway Design Guidelines. These guidelines shall not apply to this use of the Property.

SECTION 4. That the above-described tract of land shall be used in the manner and for the purpose provided for by the Comprehensive Zoning Ordinance of the City of Richardson, Texas, as heretofore amended.

SECTION 5. That all provisions of the ordinances of the City of Richardson in conflict with the provisions of this Ordinance be, and the same are hereby, repealed, and all other provisions of the ordinances of the City of Richardson not in conflict with the provisions of this Ordinance shall remain in full force and effect.

SECTION 6. That should any sentence, paragraph, subdivision, clause, phrase or section of this Ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this Ordinance as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Comprehensive Zoning Ordinance as a whole.

SECTION 7. That an offense committed before the effective date of this Ordinance is governed by prior law and the provisions of the Comprehensive Zoning Ordinance, as amended,

in effect when the offense was committed, and the former law is continued in effect for this purpose.

SECTION 8. That any person, firm or corporation violating any of the provisions or terms of this Ordinance shall be subject to the same penalty as provided for in the Comprehensive Zoning Ordinance of the City of Richardson, as heretofore amended, and upon conviction shall be punished by a fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense; and each and every day such violation shall continue shall be deemed to constitute a separate offense.

SECTION 9. That this Ordinance shall take effect immediately from and after its passage and the publication of the caption, as the law and charter in such case provide.

DULY PASSED by the City Council of the City of Richardson, Texas, on the 13th day of February 2023.

APPROVED:

MAYOR

APPROVED AS TO FORM:

CORRECTLY ENROLLED:

CITY ATTORNEY
(PGS:1-31-23:TM 133379)

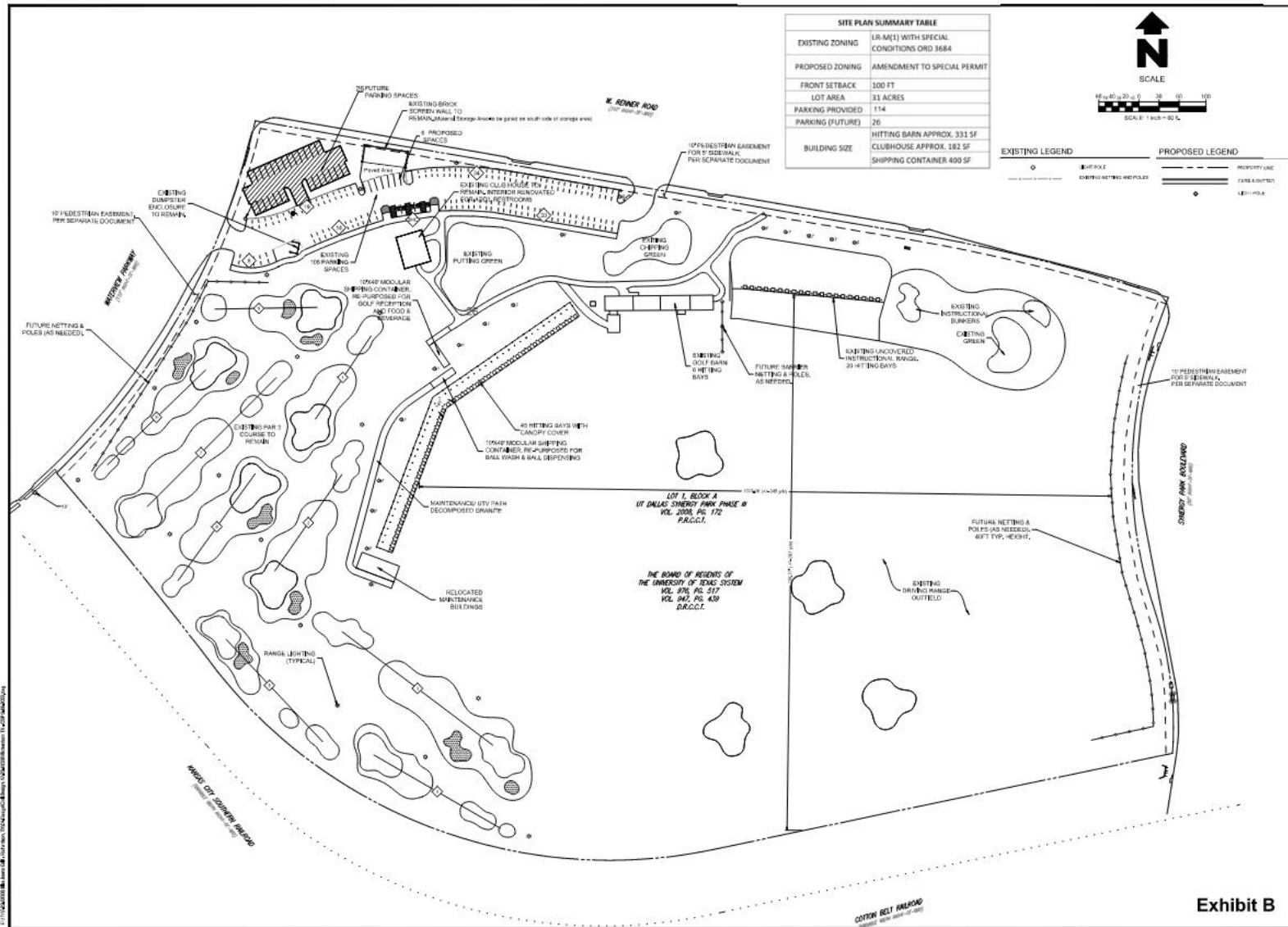
CITY SECRETARY

EXHIBIT "A"

**LEGAL DESCRIPTION
ZF 22-16**

BEING all of Lot 1, Block A, UT Dallas Synergy Park Phase III, an addition to the City of Richardson, Texas according to the plat recorded in Document Number 20080320010001060, Map Records, Collin County, Texas.

EXHIBIT "B"



HFA
ARCHITECTURAL
ENGINEERING

1741 S. Walnut Street, Suite 3
Bloomington, Indiana 47412
317.321.1760
317.321.1765
www.hfa.com

THE GOLF RANCH
1741 S. WALNUT STREET
BLOOMINGTON, INDIANA 47412

SCALE BLOCK

DESIGNED BY: DSG
DRAWN BY: DSG
DOCUMENT DATE: 08/20/22


CONCEPTUAL SITE PLAN

SHEET **C1.0**



RICHARDSON
T E X A S

MEMO

TO: Charles Goff, Assistant City Manager 

FROM: Jim Dulac, P.E., Director of Engineering and Capital Projects

SUBJECT: Master Interlocal Agreement between Dallas County and the City of Richardson
Road and Bridge Transportation Related Improvements and/or Maintenance

DATE: February 3, 2023

ACTION REQUESTED:

Council to consider authorizing the City Manager to negotiate and execute a Master Interlocal Agreement between Dallas County and the City of Richardson pertaining to road and bridge transportation-related improvements and/or maintenance of certain designated roadways located within the City of Richardson and any amendment or instruments related thereto.

BACKGROUND INFORMATION:

The City has successfully partnered with Dallas County for a number of years on road maintenance and improvement projects. These projects were facilitated by a Master Interlocal Agreement between the two entities approved in December of 2017. Examples of recent Dallas County partnerships are the pavement maintenance on Polk St. from Sherman St. to Grove Rd., Buckingham Rd. from Sherman St. to Greenville Ave. and Campbell Rd. from US75 to Plano Rd. Most recently, the Centennial Blvd. pavement repairs from Grove Rd. to the KCS Railroad are included under the same Master Interlocal Agreement.

The existing Master Interlocal Agreement expired in December 2022 and a new agreement must be executed to be eligible for future cost sharing opportunities. The new Master Interlocal Agreement has a duration of 5 years and, if executed, will expire on December 31, 2027. It will allow Dallas County to participate in maintenance and improvement projects on Type A, Type B, Type C and Type E roadways located within the Dallas County portion of the City of Richardson.

- Type A Streets are roads and bridges located in unincorporated Dallas County
- Type B Streets are existing or proposed thoroughfares of major importance
- Type C Streets are thoroughfares affected by State Highway Programs
- Type E Streets are other streets, alleys, roads and bridges within a city

As funding becomes available, the City will work with the County to identify street segments that would make good candidates based on pavement condition and County eligibility criteria. As projects are identified for inclusion in a cost share, Project Specific Agreements will be executed under the umbrella of the Master Interlocal Agreement.

This valuable partnership with Dallas County allows the City to extend its maintenance dollars so that more streets can be improved each year.

FUNDING:

The Master Interlocal Agreement does not identify individual street segments and does not have a funding requirement. Funding will be identified when project specific agreements are executed.

Attachments:

Resolution

Master Interlocal Agreement

RESOLUTION NO. 23-04

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RICHARDSON, TEXAS, AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE A MASTER INTERLOCAL AGREEMENT BY AND BETWEEN DALLAS COUNTY AND THE CITY OF RICHARDSON, PERTAINING TO TRANSPORTATION-RELATED IMPROVEMENTS AND/OR MAINTENANCE ON OR ABOUT CERTAIN DESIGNATED ROADWAYS SITUATED WITHIN THE TERRITORIAL LIMITS OF THE CITY OF RICHARDSON; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Dallas County and the City of Richardson desire to enter into a Master Interlocal Agreement pertaining to transportation-related improvements and/or maintenance on or about certain designated roadways situated within the territorial limits of the City; and

WHEREAS, the City Council is of the opinion and finds that the City Manager should be authorized to negotiate and execute a Master Interlocal Agreement with Dallas County on behalf of the City of Richardson;

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

SECTION 1. The City Manager, or designee, is hereby authorized to negotiate and execute the Master Interlocal Agreement, and any amendments thereto, including any related instruments, on behalf of the City of Richardson, Texas, with Dallas County for transportation-related improvements and/or maintenance on or about certain designated roadways situated within the territorial limits of the City of Richardson.

SECTION 2. All provisions of the resolutions of the City of Richardson, Texas, in conflict with the provisions of this Resolution be, and the same are hereby, repealed, and all other provisions not in conflict with the provisions of this Resolution shall remain in full force and effect.

SECTION 3. Should any word, sentence, paragraph, subdivision, clause, phrase, or section of this Resolution be adjudged or held to be void or unconstitutional, the same shall not

affect the validity of the remaining portions of said Resolution which shall remain in full force and effect.

SECTION 4. 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 13th day of February 2023.

CITY OF RICHARDSON, TEXAS

MAYOR

ATTEST:

CITY SECRETARY

APPROVED AS TO FORM:

PETER G. SMITH, CITY ATTORNEY
(PGS:2-8-23 TM 133523)

**MASTER INTERLOCAL AGREEMENT
BETWEEN DALLAS COUNTY AND THE CITY OF RICHARDSON
PERTAINING TO ROAD AND BRIDGE TRANSPORTATION-RELATED
IMPROVEMENTS AND/OR MAINTENANCE ON OR ABOUT CERTAIN
DESIGNATED ROADWAYS SITUATED WITHIN THE TERRITORIAL
LIMITS OF THE CITY OF RICHARDSON**

This Master Interlocal Agreement is made by and between Dallas County, Texas, hereinafter (“County”) and the City of Richardson, Texas, hereinafter (“City” refers to the applicable City, which is a party to this Master Interlocal Agreement) acting by and through their duly authorized representatives and officials, which desire to enter into an Interlocal Agreement, hereinafter (“Master Agreement”) for the purpose of transportation improvements and/or maintenance on roads inside Dallas County, Texas.

WHEREAS, pursuant to Court Order _____, dated _____, County Commissioners Court approved participation in transportation projects within the City of Richardson;

WHEREAS, Chapter 791 of the Texas Government Code and Chapters 251 and 472 of the Texas Transportation Code provide authorization for local governments to contract amongst themselves for the performance of governmental functions and services;

WHEREAS, the County and the City desire to enter into an Interlocal Agreement (“Master Agreement”) for the purpose of coordinating, facilitating and/or funding improvements and/or maintenance activity on certain duly qualified “Type A” roadways and bridges, which are situated within the unincorporated portions of the County that are on public right-of-way;

WHEREAS, the County and the City desire to enter into an Interlocal Agreement (“Master Agreement”) for the purpose of coordinating, facilitating and/or funding improvements and/or maintenance activity on certain duly qualified “Type B” roadways and bridges, which are situated wholly within the territorial limits of the City;

WHEREAS, the County and the City desire to enter into an Interlocal Agreement (“Master Agreement”) for the purpose of coordinating, facilitating and/or funding improvements and/or maintenance activity on certain duly qualified “Type C” roadways, which are situated wholly within the territorial limits of the City;

WHEREAS, the County and the City desire to enter into an Interlocal Agreement (“Master Agreement”) for the purpose of the City retaining and authorizing the County, through its Road & Bridge forces, to improve and/or maintain various “Type E” roadways, alleys, streets, bridges and drainage facilities, which are situated wholly within the territorial limits of the City;

WHEREAS, the County and the City desire to enter into an Interlocal Agreement (“Master Agreement”) for the purpose of the City authorizing and retaining the County, through its Road & Bridge forces, to perform minor transportation-related improvements and/or maintenance services, including but not limited to pothole repair; cleaning and clearing of drainage culverts;

roadway debris removal; and the like, which services do not fall squarely within the purview of “Type B” or “Type “E” roadway projects, such projects are to be performed on or about public roadways and alleyways, which are situated wholly within the territorial limits of the City; and

WHEREAS, this collaboration between the County and the City is consistent with the County’s Administrative Plan as the County is a proactive regional partner in that it fosters partnerships between the County and local cities therein on local transportation projects. This collaboration between the County and the City is also consistent with the County’s Vision Statement to improve people’s lives.

NOW THEREFORE, THIS MASTER AGREEMENT is hereby made and entered into between the County and the City for the mutual consideration stated herein:

ARTICLE I. PURPOSE

City has requested in the past, and will likely request in the foreseeable future (1) that the County provide funding of certain roadway and/or bridge improvements and/or maintenance projects (“projects”) within the unincorporated portions of the County that are on public right-of-way, which projects shall be duly qualified “Type “A” Roadway Projects; (2) that the County participate in the funding of certain roadway improvements and/or maintenance projects (“projects”) on the City’s street system, which projects shall be duly qualified “Type B” Roadway Projects; (3) that County participate in the funding of certain roadway improvements and/or maintenance projects (“projects”) on the City’s street system, which projects shall be duly qualified “Type C” Roadway Projects; (4) that the County provide certain roadway improvements and/or maintenance services (“projects”) on the City’s street system, which projects shall be duly qualified “Type E” Projects on streets, alleys, roads, bridges and drainage facilities for the City; or (5) that the County, through its Road & Bridge forces, perform certain minor transportation-related improvements and/or maintenance services on or about the City’s streets, alleys, and roads, which do not fall squarely within the collaborations contemplated by the aforementioned. The terms and conditions set forth herein provide the cooperative framework for the County and the City to undertake one or more of these transportation-related improvements and/or maintenance projects upon public roadways that are situated wholly within the incorporated and territorial jurisdiction of the City, said roadways being of significance and benefit to the County.

Each roadway improvements and/or maintenance project commenced hereunder shall be fully and specifically set forth and described in a separate Project Specific Agreement hereinafter (“PSA”), and shall be approved by specific order of the Commissioners Court of Dallas County, as well as the governing body of the City.

Projects undertaken pursuant to this Master Agreement are for the benefit of the City and the County, and not the purposeful benefit of any third parties. It is the express intention of the City and the County that any person or entity, other than the City or the County, receiving services or benefits hereunder shall be deemed incidental beneficiaries only.

Nothing herein shall be construed so as to prevent the County and the City from collaborating and working jointly, without prior and formal approval of their respective governing bodies, in cases of national, state, or local emergencies or natural disasters. See Tex. Gov't Code Ann. § 791.027 (West 1991). See also Dallas County Code Chapter 102, Section 102-5 (e) regarding minor maintenance in response to emergency road conditions or for purposes of natural disaster relief requested by other governmental jurisdictions.

ARTICLE II. DEFINITIONS

The following definitions for the types of roads listed below are incorporated by reference into this Master Agreement for all purposes.

1. Type A: Improvements and maintenance of roads and bridges located within the unincorporated portions of the County that are on public right-of-way. This includes roads within court-approved subdivisions in which the improvements and rights-of-way have been dedicated to the County and accepted by the Commissioners Court.
2. Type B: Improvements and maintenance of thoroughfares and bridges of major cross-county importance which are either existing or proposed. The Regional Thoroughfare Plan for North Central Texas Council of Governments and Dallas County Mobility Plan will be used as a guide to determine which thoroughfares are of major cross-county importance.
3. Type C: Improvements and maintenance of thoroughfares which are affected by state highway programs, planning and policies, including right-of-way, curb and gutter, and storm sewer projects that participate with state department of highways and public transportation as designated by the state as being part of the state highway system.
4. Type E: Improvements and maintenance of streets, alleys, roads, bridges and drainage facilities for a local governmental entity as defined under Chapter 791 of the Tex. Gov't Code Ann. (West 1999).

ARTICLE III. PERIOD/TERM OF THE MASTER AGREEMENT

This Master Agreement becomes effective when signed by the last party whose signing makes the respective Master Agreement fully executed (the "Effective Date"). This Master Agreement shall expire December 31, 2027, unless terminated in accordance with Article IV. of this Master Agreement.

ARTICLE IV. TERMINATION AND FORCE MAJEURE

A. TERMINATION

- a. This Master Agreement may be terminated upon any one of the following:
 1. By expiration of the Period/Term of the Master Agreement.

2. By either party, by providing written notice of termination for any reason with ninety (90) days written notice to the other party pursuant to Article XIII., Paragraph E. of this Master Agreement.
- b. Either party shall have the right to retain copies of all data, information, engineering, studies, or other items produced to the date of termination.
- c. Provisions a. through c. of this Article IV, Section A, shall survive the termination of this Master Agreement.

B. FORCE MAJEURE

Neither County nor City shall be in default or responsible for delays or failures in performance resulting from causes reasonably beyond its control and not attributable to its neglect. Such acts include but are not limited to acts of God, fire, storm, pandemic, epidemic, flood, earthquake, natural disaster, nuclear accident, strike, air traffic disruption, invasion, insurrection, lockout, stoppage of labor, riot, freight embargo, public regulated utility, or governmental statutes, orders, or regulations superimposed after the fact. Any party delayed by force majeure shall as soon as reasonably possible give the other party written notice of the delay. If reasonably practical, the party claiming the suspension shall give notice of such impediment or delay in performance to the other party within ten (10) days of the knowledge of such occurrence. The party delayed shall use reasonable diligence to correct the cause of the delay, if correctable, and if the condition that caused the delay is corrected, the party delayed shall immediately give the other party written notice thereof and shall resume performance under this Master Agreement as soon as practicable. In the event of such an occurrence, the time for performance of such obligations or duty shall be suspended until such time that such inability to perform, shall be removed. Each party shall make all reasonable efforts to mitigate the effects of any suspension. The provisions of this Article IV, Section B, shall survive the termination of this Master Agreement.

ARTICLE V. IMMUNITY AND LIABILITY FOR ACTS AND OMISSIONS

County and City agree that no provision of this Master Agreement is in any way intended to constitute a waiver of any immunity from suit or liability, or a waiver of any tort limitation, that the parties have by operation of law, or otherwise. County and City agree that both County and City shall each be responsible for their own negligent acts or omissions or other tortious conduct in the course of performance of this Master Agreement without waiving any governmental/sovereign immunity available to the County or the City or their respective officials, officers, employees or agents under Texas or other law and without waiving any available defenses under Texas or other law. In the event of joint and concurrent negligence of the parties to this Master Agreement, responsibility, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas, without waiving any defenses, including governmental/sovereign immunity, or other defenses available to the parties under federal or Texas law. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities. The provisions of this Article V. shall survive the termination, expiration, or cancellation of this Master Agreement, or any determination that this Master Agreement or any portion hereof is void, voidable, invalid, or unenforceable.

ARTICLE VI. CITY'S FUNDING CONTRIBUTION

For "Type A" projects, the City shall be responsible for zero percent (0%) of the funding and payment for the roadway and/or bridges improvements and/or maintenance services.

For duly qualified "Type B" and "Type C" projects contemplated hereunder, the City shall be responsible for the total funding and payment for the roadway improvements and/or maintenance services, less any amounts contributed by the County, which contributions, if any by the County, may not exceed fifty percent (50%) of the actual total project costs, and may be made through commitment of financial resources or in-kind services, i.e., use of County's labor, equipment and/or materials.

For "Type E" projects and all other projects contemplated hereunder, the City shall be responsible for one hundred percent (100%) of the funding and payment for services provided in whole or in part through the use of County Road & Bridge personnel, equipment and/or materials.

Pursuant to § 791.011(d)(3) of the Texas Government Code, each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party. All expenditures herein undertaken by the City and/or the County for the performance of these governmental functions or services shall be made from current revenues available to them.

ARTICLE VII. CITY'S OBLIGATIONS

Prior to the commencement of any project hereunder, the City shall clearly detail the location and type of project, along with the scope and nature of the services to be performed in a document other than an interlocal agreement ("Master Agreement"). Should the City desire that the County, through deployment of its Road & Bridge workforces, perform such services, the County shall prepare a written and detailed proposal for the City's consideration and approval, indicating all work to be performed by the County, and at what costs and expense to the City. Before any such work commences on a project, the City and the County must have a clear and mutual understanding of the scope of services and/or funding to be provided by the County and the City, describe the type of project to be undertaken; identify the project's location; the costs associated with such project; and be approved by the Commissioners Court of the County. Said mutual understanding between the County and the City shall be evidenced by written documentation in a document other than the interlocal agreement, i.e. in a Project Specific Agreement, which shall only be binding once approved by the Commissioners Court of County and the governing body of the City. The County may not accept and the City may not offer payment for a project undertaken without approval of the Commissioners Court of the County and the governing body of the City, and shall only be binding once approved by the County and the governing body of the City.

For all projects wherein the County is obligated to provide improvements and/or maintenance services, once approved by the Commissioners Court of the County and immediately upon the County's commencement of work duly authorized by them, the City shall set aside, segregate

and escrow for the County's benefit, the total estimated amount of the project for each project undertaken. County may elect to bill against segregated funds on a monthly basis for services performed during the course of the month, or it may bill against the segregated funds in full once a project is completed. In either event, the County shall be paid promptly, and in full once the project is completed.

Where required by the nature of the projects undertaken, the City, at its own expense, shall be responsible for the following: (1) informing the public of the proposed improvements, maintenance or construction activity regarding the project; (2) acquiring any right-of-way necessary to complete the project under consideration; (3) locating all manholes, water valves, and other utilities within the project; (4) making or causing to be made, all utility relocations or adjustments necessary for the execution and completion of the project; (5) remediating any hazardous or regulated materials, or other environmental hazards on or near the project site; and (6) where necessary, providing appropriate traffic control support, including but not limited to flagging, cones, barricades, shadow vehicles, arrow boards, signage, police presence, etc., to enable the project to be completed in a timely and safe manner. City agrees to accomplish these functions, if required by the project under consideration, in a timely and efficient manner to ensure that such activity will not delay the County's timely performance of its improvements and/or maintenance activities.

City agrees to permit the County, at the County's expense, to conduct routine special studies of traffic conditions within the City, which studies may include traffic counts, measurements of speeds, delays, congestion, etc.

City agrees to comply with Chapter 251 of the Tex. Transp. Code Ann. (West 1995) and the current Dallas County Code, (1-19-2021), Chapter 102 Road and Bridge District, Article III, Section 102-71 through Section 102-107, regarding road/street names/address policy and guidelines. This Master Agreement references the most current edition of the Dallas County Code. Amendments, updates, additions, or supplements may be issued by Dallas County, which may be provided to the City on an as-needed basis, during the term of this Master Agreement.

ARTICLE VIII. COUNTY'S CONTRIBUTION

For all projects contemplated hereunder, the County shall contribute as follows:

1. For "Type A" roadways and bridges, the County shall be responsible for one hundred percent (100%) of the funding and payment for the roadway and bridges improvements and/or maintenance services.
2. For all duly qualified "Type B" and "Type C" roadway projects, the County shall contribute an amount not to exceed fifty percent (50%) of the total actual project costs, which contribution may be through pledge and commitment of County Road and Bridge funds, use of County Road and Bridge personnel and/or equipment, or a combination of the two.
3. For "Type E" roadway projects and all other duly qualified projects, the County's

contribution hereunder shall be limited solely to supplying labor, materials and/or equipment necessary to provide improvements and/or maintenance services, all of which shall be provided at the City's, or another funding source's, expense at one hundred percent (100%).

ARTICLE IX. COUNTY'S OBLIGATIONS

County shall not undertake performance of any project hereunder, until such time as same has been specifically approved per the protocols set forth in Article I. as listed above and incorporated herein by reference. Once so approved, if called upon to do so, the County shall perform all services contemplated hereunder in a good and workmanlike manner. Further, the County shall not assign its rights, or delegate its duties and obligations hereunder to any third party without prior written approval of the City and formal approval by the governing body of each party. Nothing herein shall be construed to prohibit the County from using subcontractors, where reasonably necessary, to aid in the completion of projects.

Should the County, in executing any project contemplated hereunder, encounter adverse conditions unforeseen by the City or the County, the County shall immediately bring same to the attention of the City, and await direction and guidance from the City on the resolution of same. Where reasonably required by nature of the unknown condition, the County may cease performance hereunder until such time as adverse conditions are rectified or remedied by the City or County, and such delay shall not constitute a material breach of this Master Agreement.

ARTICLE X. FISCAL FUNDING

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

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

Agreement. In the event that payments or expenditures are made, they shall be made from current funds as required by Chapter 791 of the Texas Government Code.

ARTICLE XI. ORPHAN ROAD POLICY

- A. Orphan road shall mean all or part of a street or road right-of-way, which is outside the incorporated limits of a municipality/municipalities and the incorporated area of the municipality/municipalities abuts or extends into the right-of-way. Type “A” improvements and maintenance of roads and bridges located within the unincorporated portions of the County that are on public right-of-way, which includes roads within court-approved subdivisions in which the improvements and rights-of-way have been dedicated to the county and accepted by the County’s Commissioners Court. These roadway segments have, in effect, been “orphaned” by the abutting City (or cities) that they serve in that they have been left unincorporated. Thus, the County has primary responsibility for maintenance, operation, enforcement, police and/or emergency services within these unincorporated rights-of-way.
- B. The County encourages all cities adjacent to orphan roads in the County to develop, commit to and submit a plan to the County for completing the annexation of the orphan road segments and assuming full responsibility for these roadways. In instances where two cities abut the same orphan road segment, the County encourages the two cities to jointly develop a plan for the annexation of that segment. The County offers its assistance to the cities in developing such plans.
- C. The County, at the discretion of the Commissioners Court, may give additional selection value to projects in cities that have submitted a specific plan for the annexation of orphan roads when the County selects, approves, and schedules projects for road and bridge district participation in funding (“Type B” work). Such preference may also be given in approving projects for funding in the County’s major capital improvement program (“MCIP”).
- D. The County, at the discretion of the Commissioners Court, may also refuse to participate in discretionary projects, such as road and bridge district projects or MCIP projects, in a city that elects not to pursue the annexation of orphan road segments that abut its boundaries. Failure to notify the County of the city’s intent to annex and/or failure to submit a plan for annexation in a timely manner shall be construed by the County as the city’s election not to pursue annexation.
- E. The County, at the discretion of the Commissioners Court, may select specific orphan road segments for improvement when a City commits to annexation of the segment upon completion of the project. However, the specific plan for annexation of orphan roads submitted by the City will not be limited to annexation upon completion of improvements by the County. The County improvements may be made as road and bridge projects or as MCIP Projects (subject to other MCIP criteria, including but not limited to the Regional Thoroughfare Plan for North Central Texas Council of Governments and the Dallas County Mobility Plan designation and City cost participation).
- F. This policy application is prospective, and projects selected by the County and approved by the Commissioners Court prior to the date of the adoption of this policy shall not be

impacted by this policy.

- G. The County shall provide written notification of the adoption of, and future revisions of, this policy to the cities abutting orphan road segments.
- H. The Director of the County's Public Works Department shall maintain a listing of orphan roads and the city or cities they abut and shall provide updates to the Commissioners Court and to the cities as changes occur. The listing and changes to the listing shall be based on municipal boundary and annexation information provided to the County's Public Works Department by the cities as required by Tex. Loc. Gov't Code, § 242.001(c).
- I. The provisions of this Article XI of this Master Agreement shall survive the termination of this Master Agreement.

(Dallas County Code, Chapter 102, Article IV, Sec. 102-131 – 102-133, 1-19-2021).

ARTICLE XII. SMALL WATERSHED DAMS

Small watershed dam/dams shall mean floodwater retarding structures that were constructed by the United States Department of Agriculture ("USDA") Natural Resources Conservation Service ("NRCS"), formerly named the Soil Conservation Service ("SCS"), in watersheds less than 250,000 acres under the authority of the Flood Control Act of 1944 and the Watershed Protection and Flood Prevention Act of 1954. These structures typically have earthen embankments with principal and auxiliary spillways.

The County encourages all cities adjacent to small watershed dams maintained by the County to develop, commit to and submit a plan to the County for assuming full responsibility for the operations and maintenance of these dams. In instances where more than one city abuts a small watershed dam, the County encourages the cities to develop a plan for operation and maintenance of the dam. The County offers its assistance to the cities/towns in developing such plans.

- A. The County, at the discretion of the Commissioners Court, may refuse to participate in road and bridge district projects or MCIP projects in a city that elects not to pursue accepting full responsibility for the operations and maintenance of small watershed dams within their jurisdiction. Failure to notify the County of the city's intent to submit a plan for operations and maintenance of small watershed dams in a timely manner shall be construed by the County as the city's election not to pursue operations and maintenance of these dams.
- B. Projects selected by the County and approved by the Commissioners Court prior to the Effective Date of the adoption of this policy, shall not be impacted by this policy.
- C. The County shall provide written notification of the adoption of, and future revisions of, this policy to the cities abutting small watershed dams.
- D. The provisions of this Article XII shall survive the termination of this Master Agreement.

ARTICLE XIII. MISCELLANEOUS PROVISIONS

A. **Applicable Law and Venue.** This Master Agreement and all matters pertinent thereto shall be construed and enforced in accordance with the laws of the State of Texas. Exclusive venue for any legal action regarding this Master Agreement and all matters pertinent thereto filed by either the County or the City shall be in Dallas County, Texas. Notwithstanding anything herein to the contrary, this Master Agreement is expressly made subject to the County's and the City's governmental and/or sovereign immunity, pursuant to Title 5 of Texas Civil Practice and Remedies Code, and all applicable State of Texas and federal laws.

B. **Entire Agreement.** This Master Agreement constitutes the entire agreement between the parties respecting the subject matter contained herein, and supersede all prior and contemporaneous understandings and agreements, whether oral or in writing, between the parties respecting the same, and may not be modified except by an instrument in writing executed by the parties hereto as herein provided.

C. **Severability.** If one or more provisions in this Master Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not cause this Master Agreement to be invalid, illegal or unenforceable, but this Master Agreement shall be construed as if such provision had never been contained herein, and shall not affect the remaining provisions of this Master Agreement, which shall remain in full force and effect.

D. **Amendment.** This Master Agreement may be supplemented and/or amended at any time through the mutual consent of both the County and the City. Any supplement or amendment must be in writing and approved by the parties' respective governing bodies through either a Court Order from the Commissioners Court of the County or a Resolution from the City Council.

E. **Notice.** All notices, requests, demands, and other communication under this Master Agreement shall be tendered in writing and shall be deemed to have been duly given when either delivered in person, or via certified mail, postage prepaid, return receipt requested to the respective parties as follows:

COUNTY:
Director of Public Works
Records Building
500 Elm Street, Suite 5300
Dallas, Texas 75202

CITY:
Director of Capital Projects and Engineering
1302 E Collins Blvd.
Richardson, Texas 75081

Either party may change its address for notice by giving the other party written notice thereof.

- F. **Counterparts.** This Master Agreement 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.
- G. **Headings.** The headings and titles used herein are for sake of convenience only, and are not intended to affect the interpretation or construction of such provisions.
- H. **Default/Waiver/Mitigation.** It is not a waiver of default if the non-defaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this Master Agreement does not preclude pursuit of other remedies in this Master Agreement or as provided by law.
- I. **Assignment.** This Master Agreement may not be assigned or transferred by either party without the prior written consent of the other party and formal approval by the governing body of each party.
- J. **Binding Agreement, Parties Bound.** When this Master Agreement has been duly executed and delivered by both parties, this Master Agreement shall constitute a legal, valid, and binding obligation of the parties, their successors, and permitted assigns.
- K. **Number and Gender.** Words of any gender used in this Master Agreement shall be held and construed to include any other gender, and words in the singular shall include the plural and vice versa, unless the text clearly requires otherwise.
- L. **Effective Date.** This Master Agreement becomes effective when signed by the last party whose signing makes the respective Master Agreement fully executed (the “Effective Date”).
- M. **No Joint Enterprise/Venture.** City and County agree that neither party is an agent, servant, or employee of the other party. The parties, including their agents, servants, or employees, are independent contractors, and not an agent, servant, joint enterprise/venture, or employee of any other party, and are responsible for their own acts, forbearance, negligence, and deeds, and for those of their agents, servants, or employees in conjunction with this Master Agreement. No joint enterprise/venture exists between the City and County.
- N. **Contingent.** This Master Agreement is expressly contingent upon formal approval by the Commissioners Court of Dallas County and the governing body of the City of Richardson, Texas.

(the remainder of this page intentionally left blank)

The City of Richardson, State of Texas, has executed this Master Agreement pursuant to duly authorized City Council Action on the ____ day of _____, 2023.

The County of Dallas, State of Texas, has executed this Master Agreement pursuant to Commissioners Court Order Number _____ and passed on the ____ day of _____, 2023.

CITY OF RICHARDSON:

COUNTY OF DALLAS:

CITY MANAGER

CLAY LEWIS JENKINS
COUNTY JUDGE

Date: _____

Date: _____

ATTEST:

CITY SECRETARY

APPROVED AS TO FORM:

APPROVED AS TO FORM:*
JOHN CREUZOT
DISTRICT ATTORNEY

City Attorney

Jana Prigmore Ferguson
Assistant District Attorney

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



RICHARDSON
TEXAS

MEMO

DATE: February 7, 2023
TO: Keith Dagen – Director of Finance
FROM: Ally Dobbins – Purchasing Manager AD
SUBJECT: Award of Bid #09-23 for Napier Drive Reconstruction to Aushill Construction, LLC in the amount of \$490,423.00

Proposed Date of Award: February 13, 2023

I concur with the recommendation of Jim Dulac – Director of Engineering, and request permission to award a contract to the lowest responsible bidder, Aushill Construction, LLC, for the above referenced project in the amount of \$490,423.00 as outlined in the attached memo.

Funding is from 2021 Bond Program.


The bid was advertised in *The Dallas Morning News* on December 21 & 28, 2022 and January 4, 2023 and posted on Periscope. A total of 8,393 electronic solicitations were distributed and thirty-four (34) vendors viewed the bid. A pre-bid conference was held online via Cisco Webex on January 5, 2023 and four (4) bids were received.

Concur:

Keith Dagen

ATTACHMENTS



TO: Ally Dobbins, Purchasing Manager
THROUGH: Charles Goff, Assistant City Manager 
FROM: Jim Dulac, P.E., Director of Engineering and Capital Projects
SUBJECT: Permission to Award Construction Contract to Aushill Construction, LLC
for Bid No. 09-23 Napier Drive Reconstruction Project
DATE: February 3, 2023

ACTION REQUESTED:

Council to consider contract award to Aushill Construction, LLC for the construction of Napier Drive Reconstruction Project, in the amount of \$490,423.00 for the Base Bid and Alternate Bid.

Base Bid:	\$406,577.00
Alternate Bid:	<u>\$ 83,846.00</u>
Total Bid (Base Bid plus Alternate Bid)	\$490,423.00

BACKGROUND INFORMATION:

Napier Drive Reconstruction Project is a 2021 Bond Program Project. It includes water line replacement and full-width reconstruction of Napier Drive from E. Buckingham Road to 809 Napier Drive. An Alternate Bid is included to extend the water line replacement and related pavement repairs from 809 Napier Drive to the existing water main in S. Bowser Road.

On 1/18/2023, the Engineering and Capital Projects Department opened bids for Napier Drive Reconstruction. The attached bid tabulation certifies the lowest responsive bid was submitted by Aushill Construction, LLC in the amount of \$490,423.00. City staff recommends awarding contract for the Base Bid and Alternate Bid to Aushill Construction, LLC in the amount of \$490,423.00.

FUNDING:

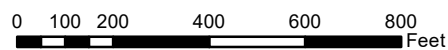
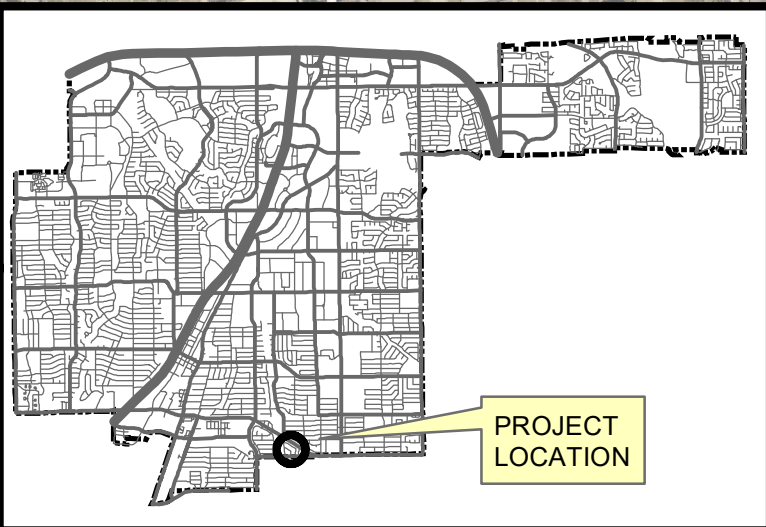
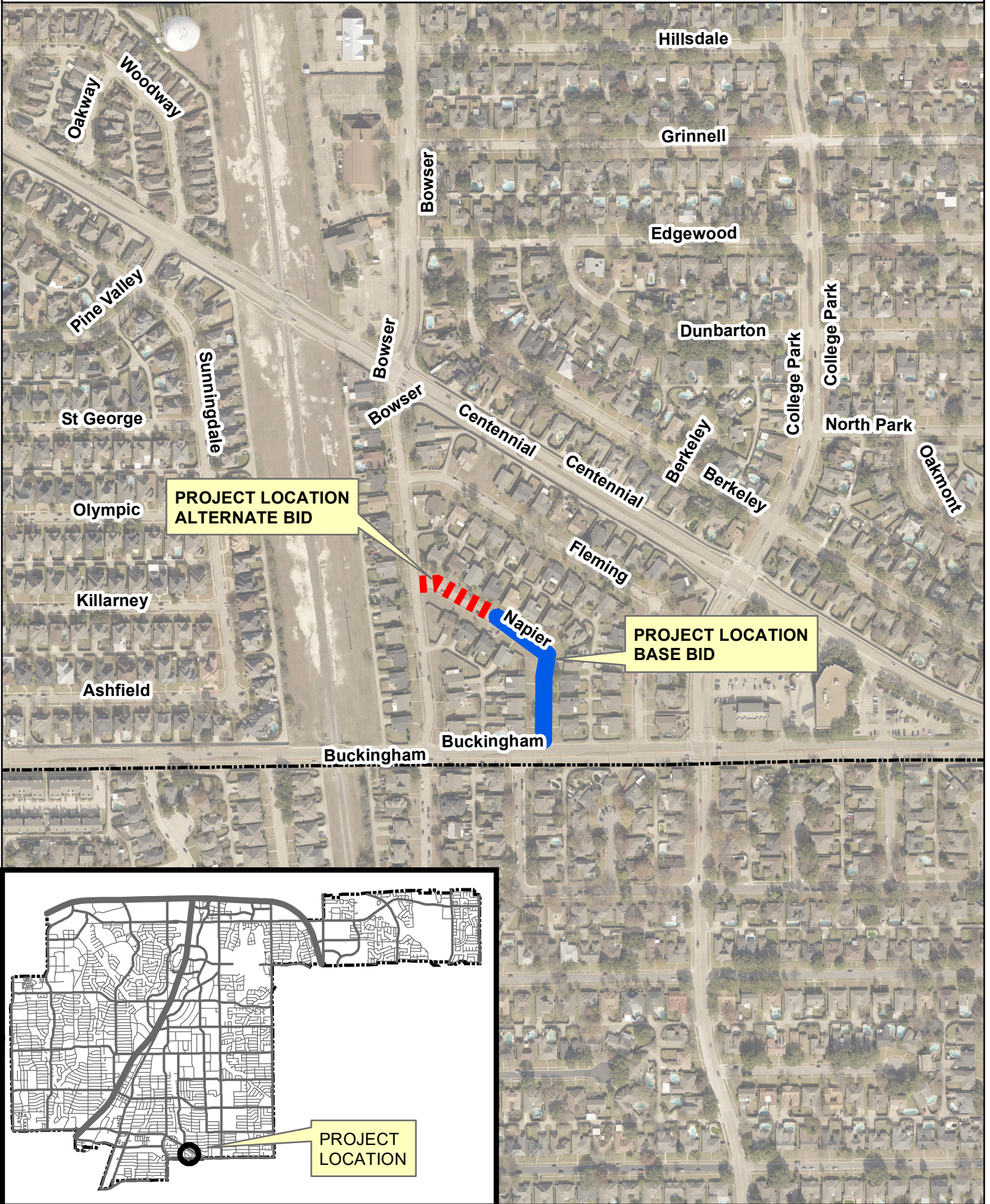
Funding is from the 2021 Bond Program.

SCHEDULE:

Construction is expected to start in March 2023, and be complete by July 2023.

Attachments: Bid Tabulation
Project Map

Napier Drive Reconstruction Project



RICHARDSON
TEXAS



RICHARDSON
TEXAS

MEMO

DATE: February 7, 2023
TO: Keith Dagen – Director of Finance
FROM: Ally Dobbins – Purchasing Manager *AD*
SUBJECT: Award of Bid #23-23 for an Annual Requirements Contract for Screen Printing to FBS pursuant to unit prices

Proposed Date of Award: February 13, 2023

I concur with the recommendation of Yvonne Falgout – Assistant Director of Recreation and Events, and request permission to issue an annual requirements contract for screen printing to FBS pursuant to the unit prices in the attached pricing grid.

The attached bid tabulation was used for evaluation purposes only and represents the types of silk screened t-shirts, denim shirts, golf/polo shirts, caps, and various other promotional items ordered by various city departments for festivals, summer camps, and other city activities. Quantities will vary during the term of the contract. The contract is structured to allow departments to choose from a broad selection of items with fixed pricing on the screen printing.

The award of this contract was based on best value criteria as provided in the Texas Local Government Code Chapter 252.043. The criteria included price (35%), quality of samples provided (20%), reputation of the bidder and the bidder's goods or services (20%), delivery time after receipt of order (15%) and responses to questionnaire (10%). Four (4) bids were received, however two (2) were deemed non-responsive for being outside of the mileage requirements in the bid, and FBS was the highest ranked firm.

The term of the contract is for one (1) year with options to renew for up to four (4) additional one-year periods, if exercised and mutually agreed upon by both parties. The award of this contract allows the city to purchase screen printed items as the requirements and needs of the city arise on an annual basis and during any subsequent renewal period(s). Since the city is not obligated to pay for a minimum or maximum amount of goods and services, payment will be rendered pursuant to the unit prices specified in the attached pricing grid.

City staff estimates annual expenditures to be approximately \$60,000. Funding for these items is budgeted in the various departments' budgets.

The bid was advertised in *The Dallas Morning News* on December 8 & 15, 2022 and posted on Periscope. A total of 4,630 electronic solicitations were distributed and forty-two (42) vendors viewed the bid. A pre-bid conference was held on December 16, 2022 and four (4) bids were received, however two (2) were deemed to be non-responsive.

Concur:



Keith Dagen

ATTACHMENTS



RICHARDSON, TX[®]
PARKS & RECREATION

MEMO

TO: Ally Dobbins, Purchasing Manager

FROM: Yvonne Falgout, Assistant Director, Recreation & Events

DATE: February 1, 2023

SUBJECT: Award of Request for Proposals #23-23 for Annual Requirements Contract for Screen Printed Items

After careful review Community Events recommends awarding an Annual Requirements Contract for Screen Printed Items to FBS. The decision was made using best value criteria specified in the bid which included: price, quality of samples, reputation, delivery times, and questionnaire responses.

It is estimated that the City of Richardson will spend approximately \$60,000 annually for this contract. Funding for Community Events purchases will come from different accounts throughout the city.

Budgeted Accounts:

Wildflower! Arts & Music Festival: 0110-02-14-720-000-585981
Cottonwood Art Festival: 0110-02-14-720-000-655986
Huffhines Harvest Fest: 0110-02-14-720-000-585984
Family 4th: 0110-02-14-720-000-585982

Yvonne Falgout
Yvonne Falgout (Jan 31, 2023 22:43 CST)

Yvonne Falgout
Asst. Director, Recreation & Events

cc: Lori Smeby, Director of Parks and Recreation

Jan 31, 2023

Date

BID TABULATION
A/R/C: SCREEN PRINTED ITEMS
BEST VALUE

ITEM NO.	DESCRIPTION	EST. QTY.	UNIT	MUSTANG APPAREL DBA INCENTIVE BRANDS	
				AMOUNT	FBS AMOUNT
1	Short Sleeve, White Shirts	1	job	\$ 6,888.50	\$ 7,174.00
2	Short sleeve, dark color t-shirts	1	job	\$ 7,327.00	\$ 7,798.00
3	Job 3: short sleeve, light color t-shirts	1	job	\$ 7,150.00	\$ 7,326.25
4	Job 4: short sleeve, dark color t-shirts	1	job	\$ 3,913.50	\$ 3,655.50
5	Job 5: short sleeve, light color t-shirts	1	job	\$ 3,744.40	\$ 3,967.05
6	Job 6: long sleeve, white t-shirts	1	job	\$ 4,670.00	\$ 4,278.00
7	Job 7: long sleeve, dark color t-shirts -	1	job	\$ 1,708.84	\$ 1,528.76
8	Job 8: short sleeve, white t-shirts	1	job	\$ 1,455.60	\$ 1,389.00
9	Job 9: short sleeve, black t-shirts	1	job	\$ 1,155.66	\$ 1,135.50
10	Job 10: cap, unstructured, screen printed -	1	job	\$ 129.50	\$ 300.00
11	Job 11: ladies tank top	1	job	\$ 604.85	\$ 531.75
12	Job 12: ladies v-neck t-shirt	1	job	\$ 1,070.90	\$ 965.00
13	Job 13: short sleeve with pocket	1	job	\$ 3,988.23	\$ 4,198.12
14	Job 14: short sleeve with pocket	1	job	\$ 5,981.43	\$ 6,167.04
15	Job 15: short sleeve	1	job	\$ 3,479.00	\$ 2,472.50
16	shipping charge	1	job	\$ 0.00	\$ 0.00
17	price per order for folding and bagging items	1	ea	\$ 0.25	\$ 0.35
18	screen charge	1	ea	\$ 0.00	\$ 0.00
19	set up charge, per screen	1	ea	\$ 0.00	\$ 0.00
20	charge per hour to prepare artwork	1	hr	\$ 0.00	\$ 0.00
21	Personalization	1	ea	\$ 5.00	\$ 5.00
22	percentage discount for shirts	1	%	20%	0%
23	percentage discount for shorts	1	%	20%	0%
24	Percentage discount for caps	1	%	20%	0%
25	Additional Charges and Discounts: Percentage Discount on all other items not listed	1	%	20%	10%
26	Additional Charges and Discounts: Percentage Discount on all other items not listed	1	%	0%	10%
TOTAL GROSS PRICE				\$ 53,272.66	\$ 52,891.82


NOTE:

This contract will be awarded pursuant to unit prices which allows the City of Richardson to purchase the above listed services as the requirements and needs of the city arise on an annual basis. The city is not obligated to pay for a minimum or maximum of any of the above listed services. The city estimates expenditures to be approximately \$60,000 annually through this contract and will adjust order quantities as needed to meet requirements and stay within budget.



RICHARDSON
TEXAS

MEMO

DATE: February 7, 2023
TO: Keith Dagen – Director of Finance
FROM: Ally Dobbins – Purchasing Manager 
SUBJECT: Award of Bid #31-23 for Annual Requirements Contract for Pavement Leveling Services to Nortex Concrete Lift & Stabilization, Inc. Pursuant to Unit Prices

Proposed Date of Award: February 13, 2023

I concur with the recommendation of Eric Robison – Director of Public Services and Mario Aguilar – Street Maintenance Superintendent, and request permission to issue an annual requirements contract for pavement leveling services to Nortex Concrete Lift & Stabilization, Inc.

The term of the contract is for one (1) year with options to renew for up to four (4) additional one-year periods, if exercised and mutually agreed upon by both parties. The award of this contract allows the city to purchase pavement leveling services as the requirements and needs of the city arise on an annual basis and during any subsequent renewal period(s). Since the city is not obligated to pay for a minimum or maximum amount of services, payment will be rendered pursuant to the unit prices specified in the contract.

City staff estimates annual expenditures to be approximately \$100,000. Funding is provided from the Street Rehabilitation funds.

Concur:



Keith Dagen

ATTACHMENTS



RICHARDSON
TEXAS

MEMO

Date: February 1, 2023
To: Ally Dobbins, Purchasing Manager
From: Mario Aguilar, Street Maintenance Superintendent
Subject: Award of Bid #31-23 Annual Requirements Contract for Pavement Leveling Services

The Public Services Department is seeking City Council approval to award Bid #31-23 Annual Requirements Contract for Pavement Leveling Services to Nortex Concrete Lift & Stabilization. These services shall include raising and stabilizing of concrete slabs, sidewalks, and pavement as well as joint grinding.

Through our bidding process, Nortex Concrete Lift & Stabilization, Inc. was our lowest bidder and meets the required criteria as determined by our contract. We estimate spending approximately \$100,000 with funding provided from Street Rehabilitation's account 3530-87-02-725-000-553499.

c.c. Eric Robison, Director of Public Services

 2/2/23

Brad Bernhard, Assistant Director of Public Services

 2/2/23

BID NUMBER: 31-23
 DATE OPENED: 1/19/2023

BID TABULATION
 A/R/C PAVEMENT LEVELING SERVICES

ITEM NO.	DESCRIPTION	EST. QTY.	UNIT	NORTEX		KAITLIN KET ENTERPRISES INC		PJM CONSTRUCTION LLC DBA FOAMWORKS	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	Pavement Leveling Services	26000	LB	2.500	\$ 65,000.00	\$ 3.40	\$ 88,400.00	3.250	\$ 84,500.00
2	Joint Grinding	1000	LF	1.000	\$ 1,000.00	\$ 3.25	\$ 3,250.00	2.500	\$ 2,500.00
3	Traffic Control on Major Throughfares (to be determined by City), This unit pay item will be used to offset cost for additional barricading when working on major throughfares. It will be a one time cost per work order project.	5	Each	100.000	\$ 500.00	\$ 2,000.00	\$ 10,000.00	0.000	\$ -
TOTAL GROSS PRICE					\$ 66,500.00		\$ 101,650.00		\$ 87,000.00

NOTE:

This contract will be awarded pursuant to unit prices which allows the City of Richardson to purchase the above listed services as the requirements and needs of the city arise on an annual basis. The city is not obligated to pay for a minimum or maximum of any of the above listed services. The city estimates expenditures to be approximately **\$100,000** annually through this contract and will adjust order quantities as needed to meet requirements and stay within budget.



RICHARDSON
TEXAS

MEMO

DATE: February 7, 2023
TO: Keith Dagen –Director of Finance
FROM: Ally Dobbins – Purchasing Manager *AD*
SUBJECT: Award of Bid #44-23 for a Cooperative Annual Requirements Contract for Pool Management for the Parks and Recreation Department to Sunbelt Pools, Inc. in the monthly amount of \$19,960 pursuant to The Local Government Purchasing Cooperative (“BuyBoard”) Contract #613- 20

Proposed Date of Award: February 13, 2023

I concur with the recommendation of Lori Smeby – Director of Parks and Recreation, and request permission to issue an annual requirements contract for Pool Management to Sunbelt Pools, Inc. pursuant the attached unit prices pursuant to BuyBoard Contract #613-20. This contract includes chemical delivery, water chemistry balance, and general maintenance on a weekly schedule for the five (5) public city pools. The monthly cost for maintenance is \$8,980 and the monthly cost for chemicals is \$10,980.

The City of Richardson is a member of BuyBoard through its existing interlocal agreement for cooperative purchasing pursuant to Texas Government Code Section 791.025 and Texas Local Government Code Section 271.102.

City staff estimates annual expenditures to be approximately \$240,000 and funding is provided from the Parks and Recreation Department Operating Budget.

Concur:


Keith Dagen

ATTACHMENTS

TO: Ally Dobbins, Purchasing Manager
FROM: Lori Smeby, Director of Parks and Recreation *LS*
SUBJECT: Sunbelt Pools for Chemical and Maintenance Contractor

DATE: February 2, 2023

ACTION REQUESTED:

Intent to award an Annual Requirements Contract for Pools Chemical and Maintenance to Sunbelt Pools pursuant to Buyboard Contract #613-20.

BACKGROUND INFORMATION:

This contract includes chemical supply for the five Municipal pools, and will include general maintenance, weekly monitoring and service, as needed, throughout the year.

FUNDING:

Parks Athletics and Aquatics estimates spending \$240,000. Funding is from the Parks and Recreation Operating Budget.



January 3, 2023

City of Richardson, Texas

BUYBoard Proposal: Contract 613-20 Swimming Pool Chemicals, Supplies and Equipment
 Category 2 Chemical Feed Systems
 Category 15 Labor, Pool Treatment Chemicals and Equipment

Proposal:

Provide chemicals, chemical feed equipment and labor as follows:

- Provide BECS 5 controllers with Wifi capability for each pool except Heights
- Provide Chemical feed systems for all pools. NexGen chlorine generator for Heights pools and Pulsar or NexGen for all other pools.
- Provide chlorine , muriatic acid and chlorine stabilizer for all pools
- Provide service to check pools as follows:
 - One Visit per week during the pool open season
 - One visit every other week during the non operational pool season
- Provide service response as follows:
 - Operating Season
 - Same day for calls received by noon on weekdays
 - Same day for calls received by 9am on weekends
 - Non Operating Season
 - By next business day (Business day M-F)
- Pool Covering
 - Install pool cover at the end of the swimming season
 - Remove covers prior to the swim season and clean the pools
- UV Service
 - Clean UV systems prior to the season start
 - Clean and winterize UV systems at the end of the season
 - Replace bulbs as needed up to one bulb per system per year
- Maintain all chemical control and feed systems and repair as needed during the term of the agreement. Minimum term is one year.

	Standard Cost	BuyBoard Discount20%	Net Cost
Labor per month	\$11,225.00	-\$2,245.00	\$ 8,980.00
Chemicals per month	\$13,725.00	-\$2,745.00	\$10,980.00
 Total			 \$19,960.00

10555 PLANO ROAD DALLAS, TEXAS 75238-1305

214 343.1133 1 800 548.9115 FAX 214 343.1201

www.sunbeltpools.com robm@sunbeltpools.com



RICHARDSON
TEXAS

MEMO

DATE: February 6, 2023
TO: Keith Dagen – Director of Finance
FROM: Ally Dobbins – Purchasing Manager *AD*
SUBJECT: Award of Bid #45-23 for the Cooperative Purchase of Fitness Equipment for the Fire Department (\$58,971.47) to Marathon Fitness through The Local Government Purchasing Cooperative (“BuyBoard”) Contract #608-20

Proposed Date of Award: February 13, 2023

I concur with the recommendation of Curtis Poovey – Fire Chief and request permission to issue a purchase order to Marathon Fitness in the amount of \$58,971.47 for Fitness Equipment, as provided in the attached quote.

The fitness equipment has been competitively bid through BuyBoard Contract #608-20. The City of Richardson is a member of BuyBoard through its existing interlocal agreement for cooperative purchasing pursuant to Texas Government Code Section 791.025 and Texas Local Government Code Section 271.102.

Funding is provided from the Equipment Replacement Fund.

Concur:



Keith Dagen

ATTACHMENTS



RICHARDSON
FIRE DEPARTMENT

MEMO

Date: February 3, 2023
To: Ally Dobbins, Purchasing Manager
From: Curtis Poovey, Fire Chief 
Subject: Purchase of Fitness Equipment

The Richardson Fire Department utilizes various styles of fitness machines and equipment to maintain the physical conditioning of our personnel.

The fitness equipment at Stations 4, 5, 6 and the Fire Training Center are original to the building, or hand downs from city recreation centers, and need replaced.

I recommend purchasing the following:

Station 4 - \$20,522.71 to be charged to project FD2309.

Station 5 - \$9240.00 to be charged to project FD2311.

Station 6 - \$20,381.28 to be charged to project FD2309.

Training Center - \$8,827.48 to be charged to project FD2309.

Total Amount: \$58,971.47 to be charged to Account #2450-14-11-710-000-707453.



Marathon Fitness
Fitness Center Specialists

www.MarathonFitness.com
P.O. Box 17705
Sugar Land, TX 77496
Tel:(800) 391-9496 Fax:(888) 240-9360

Sales Proposal

Date Jan 3, 2023	Page Page 1 of 2
Proposal Number QT0032574	

Printed On 1/19/2023
At 2:26:04PM

Bill To:

Richardson Fire Department (Multiple Locations)
City of Richardson - Fire Department
ATTN: Accounts Payable
Richardson, TX 75083


Ship To:

RICHARDSON FIRE DEPARTMENT STATION 4
1500 APOLLO RD.
RICHARDSON, TX 75081
USA
RICHARDSON FIRE DEPARTMENT STATION 4 Tel: (214) 808-0268

Salesperson	Proposal Valid Until	Terms
Stacey Elfarr	2/2/2023	Net 30

Qty.	Item Number	Description	Unit Retail	Sales Price	Extended Price
1	AS-ARE	Assault Fitness AirRunner Elite	\$ 4,799.00	\$ 3,699.00	\$ 3,699.00
1	AS-ELITE	Assault Fitness Airbike Elite	\$ 1,299.00	\$ 1,299.00	\$ 1,299.00
1	TRM 731-B NP	Precor TRM 731 Treadmill - 120v - P31 Console (Tungsten Shroud/Black Frame)	\$ 8,720.00	\$ 6,104.00	\$ 6,104.00
1	CWFTS-GLIDE-B	Precor FTS Glide Functional Strength Trainer, Black	\$ 4,790.00	\$ 3,736.20	\$ 3,736.20
1	PWVBR6117-B	Precor Vitality Flat, Incline, Decline Bench (Black)	\$ 930.00	\$ 725.40	\$ 725.40
2	SD-080R	Troy VTX RUBBER 8-Sided Dumbbell - 80lb (Each)	\$ 221.12	\$ 176.90	\$ 353.79
4	BO-045SBP	Troy 45 Lb. Olympic 2" Black Solid Bumper Plate With Steel Insert	\$ 142.20	\$ 113.76	\$ 455.04
4	BO-035SBP	Troy 35 Lb. Olympic 2" Black Solid Bumper Plate With Steel Insert	\$ 109.20	\$ 87.36	\$ 349.44
4	BO-025SBP	Troy 25 Lb. Olympic 2" Black Solid Bumper Plate With Steel Insert	\$ 81.20	\$ 64.96	\$ 259.84
4	BO-010SBP	Troy 10 Lb. Olympic 2" Black Solid Bumper Plate With Steel Insert	\$ 55.00	\$ 44.00	\$ 176.00
1	FREIGHT	Freight	\$ 2,010.00	\$ 2,010.00	\$ 2,010.00
1	EQUIP INSTALL	Equipment Installation	\$ 1,355.00	\$ 1,355.00	\$ 1,355.00
1	BUY BOARD 22	BUY BOARD Contract: #665-22 Vendor: Team Marathon Fitness, Address: PO Box 17705, Sugar Land, TX 77496 Phone: (281) 565-2307, Contact: Paul Croegaert, Email: paul@marathonfitness.com Federal ID: 68-05446644, Contract: Athletic, PE & Gym. Supplies H.D. Exercise Eq. & Accessories #665-22, Effective Date: 4/1/2022	\$ 0.00	\$ 0.00	\$ 0.00

Quotation continued on next page ...





Marathon Fitness
Fitness Center Specialists

www.MarathonFitness.com
P.O. Box 17705
Sugar Land, TX 77496
Tel:(800) 391-9496 Fax:(888) 240-9360

Sales Proposal

Date Jan 3, 2023	Page Page 2 of 2
Proposal Number QT0032574	

Printed On 1/19/2023
At 2:26:04PM

Bill To:

Richardson Fire Department (Multiple Locations)
City of Richardson - Fire Department
ATTN: Accounts Payable
Richardson, TX 75083

Ship To:

RICHARDSON FIRE DEPARTMENT STATION 4
1500 APOLLO RD.
RICHARDSON, TX 75081
USA
RICHARDSON FIRE DEPARTMENT STATION 4 Tel: (214) 808-0268

Salesperson		Proposal Valid Until		Terms	
Stacey Elfarr		2/2/2023		Net 30	
Qty.	Item Number	Description	Unit Retail	Sales Price	Extended Price

Subtotal	\$ 20,522.71
Sales Tax 0.00%	\$ 0.00
Total	\$ 20,522.71

I accept the terms and conditions of this proposal. Prices are valid for 30 days. Equipment remains the property of Marathon Fitness until paid in full.

Mastercard, American Express, or VISA are accepted and subject to a 3% convenience fee.

Signature: _____ PO# _____

Printed Name: _____ Title: _____

DELIVERY INSTRUCTIONS:

Must arrive by ___ / ___ / _____ Loading Dock: Yes ___ No ___





Marathon Fitness

Fitness Center Specialists

www.MarathonFitness.com
P.O. Box 17705
Sugar Land, TX 77496
Tel:(800) 391-9496 Fax:(888) 240-9360

Sales Proposal

Date Jan 12, 2023	Page Page 1 of 1
Proposal Number QT0032724	

Printed On 1/12/2023
At 9:36:51AM

Bill To:

Richardson Fire Department (Multiple Locations)
City of Richardson - Fire Department
ATTN: Accounts Payable
Richardson, TX 75083

Ship To:

Richardson Fire Department- Station 5
2001 E Renner Rd
Richardson, TX 75080
US
Captain K. Williford Tel: (214) 808-0268

Salesperson	Proposal Valid Until	Terms
Stacey Elfarr	2/11/2023	Net 30

Qty.	Item Number	Description	Unit Retail	Sales Price	Extended Price
1	TRM 781-B	Precor TRM 781 Treadmill - P82 Console w/15" Touchscreen/TV,Version 2 (Tungsten Shroud/Black Frame)	\$ 12,250.00	\$ 8,575.00	\$ 8,575.00
1	FREIGHT	Freight	\$ 390.00	\$ 390.00	\$ 390.00
1	EQUIP INSTALL	Equipment Installation	\$ 275.00	\$ 275.00	\$ 275.00
1	BUY BOARD 22	BUY BOARD Contract: #665-22 Vendor: Team Marathon Fitness, Address: PO Box 17705, Sugar Land, TX 77496 Phone: (281) 565-2307, Contact: Paul Croegaert, Email: paul@marathonfitness.com Federal ID: 68-05446644, Contract: Athletic, PE & Gym. Supplies H.D. Exercise Eq. & Accessories #665-22, Effective Date: 4/1/2022	\$ 0.00	\$ 0.00	\$ 0.00

Subtotal	\$ 9,240.00
Sales Tax 0.00%	\$ 0.00

Total	\$ 9,240.00
--------------	--------------------

I accept the terms and conditions of this proposal. Prices are valid for 30 days. Equipment remains the property of Marathon Fitness until paid in full.

Mastercard, American Express, or VISA are accepted and subject to a 3% convenience fee.

Signature: _____ PO# _____

Printed Name: _____ Title: _____

DELIVERY INSTRUCTIONS:

Must arrive by ___ / ___ / _____ Loading Dock: Yes ___ No ___





Marathon Fitness
Fitness Center Specialists

www.MarathonFitness.com
P.O. Box 17705
Sugar Land, TX 77496
Tel:(800) 391-9496 Fax:(888) 240-9360

Sales Proposal

Date Jan 3, 2023	Page Page 1 of 2
Proposal Number QT0032577	

Printed On 1/3/2023
At 10:41:40AM

Bill To:

Richardson Fire Department (Multiple Locations)
City of Richardson - Fire Department
ATTN: Accounts Payable
Richardson, TX 75083

Ship To:

RICHARDSON FIRE DEPARTMENT STATION 6
3591 PARK VISTA
RICHARDSON, TX 75082
USA
Captain Kyle Williford Tel: (214) 808-0268

Salesperson	Proposal Valid Until	Terms
Stacey Elfarr	2/2/2023	Net 30

Qty.	Item Number	Description	Unit Retail	Sales Price	Extended Price
1	TRM 781-B	Precor TRM 781 Treadmill - P82 Console w/15" Touchscreen/TV,Version 2 (Tungsten Shroud/Black Frame)	\$ 12,250.00	\$ 8,575.00	\$ 8,575.00
1	PWVBR6117-B	Precor Vitality Flat, Incline, Decline Bench (Black)	\$ 930.00	\$ 725.40	\$ 725.40
1	CWFTS-GLIDE-B	Precor FTS Glide Functional Strength Trainer, Black	\$ 4,790.00	\$ 3,736.20	\$ 3,736.20
1	SD-005-050R	Troy VTX RUBBER 8-sided dumbbell 5lb-50lb set..	\$ 1,520.20	\$ 1,216.16	\$ 1,216.16
2	SD-055R	Troy VTX RUBBER 8-Sided Dumbbell - 55lb (Each)	\$ 152.02	\$ 121.62	\$ 243.23
2	SD-060R	Troy VTX RUBBER 8-Sided Dumbbell - 60lb (Each)	\$ 165.84	\$ 132.67	\$ 265.34
2	SD-065R	Troy VTX RUBBER 8-Sided Dumbbell - 65lb (Each)	\$ 179.66	\$ 143.73	\$ 287.46
2	SD-070R	Troy VTX RUBBER 8-Sided Dumbbell - 70lb (Each)	\$ 193.48	\$ 154.78	\$ 309.57
2	SD-080R	Troy VTX RUBBER 8-Sided Dumbbell - 80lb (Each)	\$ 221.12	\$ 176.90	\$ 353.79
4	BO-045SBP	Troy 45 Lb. Olympic 2" Black Solid Bumper Plate With Steel Insert	\$ 142.20	\$ 113.76	\$ 455.04
4	BO-035SBP	Troy 35 Lb. Olympic 2" Black Solid Bumper Plate With Steel Insert	\$ 109.20	\$ 87.36	\$ 349.44
4	BO-025SBP	Troy 25 Lb. Olympic 2" Black Solid Bumper Plate With Steel Insert	\$ 81.20	\$ 64.96	\$ 259.84
1	TRXCLUB4	TRX Commercial Suspension Trainer v.4(rubber handles, locking carabiner)	\$ 239.95	\$ 203.96	\$ 203.96
1	FREIGHT	Freight	\$ 2,030.96	\$ 2,030.96	\$ 2,030.96
1	EQUIP INSTALL	Equipment Installation	\$ 1,369.89	\$ 1,369.89	\$ 1,369.89

Quotation continued on next page ...





Marathon Fitness
Fitness Center Specialists

www.MarathonFitness.com
P.O. Box 17705
Sugar Land, TX 77496
Tel:(800) 391-9496 Fax:(888) 240-9360

Sales Proposal

Date Jan 3, 2023	Page Page 2 of 2
Proposal Number QT0032577	

Printed On 1/3/2023
At 10:41:40AM

Bill To:

Richardson Fire Department (Multiple Locations)
City of Richardson - Fire Department
ATTN: Accounts Payable
Richardson, TX 75083

Ship To:

RICHARDSON FIRE DEPARTMENT STATION 6
3591 PARK VISTA
RICHARDSON, TX 75082
USA
Captain Kyle Williford Tel: (214) 808-0268

Salesperson	Proposal Valid Until	Terms
Stacey Elfarr	2/2/2023	Net 30

Qty.	Item Number	Description	Unit Retail	Sales Price	Extended Price
1	BUY BOARD 22	BUY BOARD Contract: #665-22 Vendor: Team Marathon Fitness, Address: PO Box 17705, Sugar Land, TX 77496 Phone: (281) 565-2307, Contact: Paul Croegaert, Email: paul@marathonfitness.com Federal ID: 68-05446644, Contract: Athletic, PE & Gym. Supplies H.D. Exercise Eq. & Accessories #665-22, Effective Date: 4/1/2022	\$ 0.00	\$ 0.00	\$ 0.00

<p>I accept the terms and conditions of this proposal. Prices are valid for 30 days. Equipment remains the property of Marathon Fitness until paid in full.</p> <p>Mastercard, American Express, or VISA are accepted and subject to a 3% convenience fee.</p> <p>Signature: _____ PO# _____</p> <p>Printed Name: _____ Title: _____</p> <p>DELIVERY INSTRUCTIONS:</p> <p>Must arrive by ___ / ___ / _____ Loading Dock: Yes ___ No ___</p>	<p>Subtotal \$ 20,381.28</p> <p>Sales Tax 0.00% \$ 0.00</p>
	<p>Total \$ 20,381.28</p>





Marathon Fitness
Fitness Center Specialists

www.MarathonFitness.com
P.O. Box 17705
Sugar Land, TX 77496
Tel:(800) 391-9496 Fax:(888) 240-9360

Sales Proposal

Date Jan 3, 2023	Page Page 1 of 1
Proposal Number QT0032576	

Printed On 1/12/2023
At 9:59:12AM

Bill To:

Richardson Fire Department (Multiple Locations)
City of Richardson - Fire Department
ATTN: Accounts Payable
Richardson, TX 75083

Ship To:

Richardson Fire Department
1621 E. Lookout Dr.
Richardson, TX 75082
USA
Richardson Fire Department Tel: (972) 744-5755
buddy.hughes@cor.gov

Salesperson		Proposal Valid Until	Terms		
Stacey Elfarr		2/2/2023	Net 30		
Qty.	Item Number	Description	Unit Retail	Sales Price	Extended Price
1	CWFTS-GLIDE-B	Precor FTS Glide Functional Strength Trainer, Black	\$ 4,790.00	\$ 3,736.20	\$ 3,736.20
3	PWVBR6117-B	Precor Vitality Flat, Incline, Decline Bench (Black)	\$ 930.00	\$ 725.40	\$ 2,176.20
8	BO-045SBP	Troy 45 Lb. Olympic 2" Black Solid Bumper Plate With Steel Insert	\$ 142.20	\$ 113.76	\$ 910.08
1	FREIGHT	Freight	\$ 1,235.00	\$ 1,235.00	\$ 1,235.00
1	EQUIP INSTALL	Equipment Installation	\$ 770.00	\$ 770.00	\$ 770.00
1	BUY BOARD 22	BUY BOARD Contract: #665-22 Vendor: Team Marathon Fitness, Address: PO Box 17705, Sugar Land, TX 77496 Phone: (281) 565-2307, Contact: Paul Croegaert, Email: paul@marathonfitness.com Federal ID: 68-05446644, Contract: Athletic, PE & Gym. Supplies H.D. Exercise Eq. & Accessories #665-22, Effective Date: 4/1/2022	\$ 0.00	\$ 0.00	\$ 0.00

Subtotal	\$ 8,827.48
Sales Tax 0.00%	\$ 0.00
Total	\$ 8,827.48

I accept the terms and conditions of this proposal. Prices are valid for 30 days. Equipment remains the property of Marathon Fitness until paid in full.

Mastercard, American Express, or VISA are accepted and subject to a 3% convenience fee.

Signature: _____ PO# _____

Printed Name: _____ Title: _____

DELIVERY INSTRUCTIONS:

Must arrive by ___ / ___ / _____ Loading Dock: Yes ___ No ___

