

**RICHARDSON CITY COUNCIL
MONDAY, JANUARY 22, 2024
COUNCIL MEETING AT 6:00 PM
RICHARDSON CITY HALL, 2360 CAMPBELL CREEK BLVD., SUITE 525, RICHARDSON, TX 75082**

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.

COUNCIL MEETING – 6:00 PM, MULTIPURPOSE ROOM #CH 157

• **CALL TO ORDER**

1. INVOCATION – JOE CORCORAN

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

3. MINUTES OF THE JANUARY 8, 2024 MEETING

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 5 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. REVIEW AND DISCUSS THE SALE OF SERIES 2024 DEBT OBLIGATIONS

6. REVIEW AND DISCUSS THE OVER 65 AND DISABLED PERSONS EXEMPTION

7. REVIEW AND DISCUSS THE LIBRARY SERVICES STRATEGIC PLAN AND OUTREACH VAN

8. REVIEW AND DISCUSS THE MOBILE FOOD VENDOR ORDINANCE UPDATE

9. REVIEW AND DISCUSS PROPOSED CHANGES TO PUBLIC/SEMI-PUBLIC POOL REGULATIONS

10. 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 ORDINANCE NO. 4481, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND ZONING MAP TO GRANT A CHANGE IN ZONING FROM C-M COMMERCIAL WITH SPECIAL CONDITIONS TO PD PLANNED DEVELOPMENT (THE “GLENVILLE-US 75 PLANNED DEVELOPMENT DISTRICT”); ADOPTING USE AND DEVELOPMENT REGULATIONS, INCLUDING A CONCEPT PLAN AND BUILDINGS ELEVATIONS, FOR A 4.44-ACRE TRACT OF LAND LOCATED AT THE NORTHEAST CORNER OF GLENVILLE DRIVE AND US HIGHWAY 75, RICHARDSON, TEXAS.

- B. CONSIDER RESOLUTION NO. 24-02, APPROVING THE TERMS AND CONDITIONS OF AN ADVANCE FUNDING AGREEMENT FOR A HIGHWAY SAFETY IMPROVEMENT PROGRAM PROJECT OFF-SYSTEM, BY AND BETWEEN THE CITY OF RICHARDSON, TEXAS, AND THE STATE OF TEXAS, ACTING BY AND THROUGH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR THE IMPROVEMENT OF TRAFFIC SIGNALS PROJECTS; AND AUTHORIZING ITS EXECUTION BY THE CITY MANAGER.
- C. CONSIDER AWARD OF THE FOLLOWING BIDS:
 - 1. BID #12-24 – WE REQUEST AUTHORIZATION TO ISSUE ANNUAL REQUIREMENTS CONTRACTS TO ONSTAGE SYSTEMS AND MESMERIC ENTERTAINMENT FOR SOUND, STAGE, AND PRODUCTION SERVICES PURSUANT TO UNIT PRICES.
 - 2. BID #21-24 – WE RECOMMEND THE AWARD TO M-CO CONSTRUCTION, INC. FOR FLOYD ROAD LARGE VALVE IMPROVEMENT IN THE AMOUNT OF \$280,442, WHICH INCLUDES ALTERNATE #1.
 - 3. BID #22-24 – WE RECOMMEND THE AWARD TO CANDOR BUILDER, LLC FOR 2021 BOND ALLEY GROUP 4 WAKE DRIVE & BAYLOR DRIVE ALLEYS PAVING & SANITARY SEWER IMPROVEMENTS IN THE AMOUNT OF \$686,924.
- D. CONSIDER AWARD OF REQUEST FOR PROPOSALS (“RFP”) #702-24 – WE REQUEST AUTHORIZATION TO ISSUE AN ANNUAL REQUIREMENTS CONTRACT TO ONSTAGE SYSTEMS FOR WILDFLOWER VIP VIEWING PLATFORMS PURSUANT TO UNIT PRICING.

11. 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.

- **ADJOURN**

I CERTIFY THE ABOVE AGENDA WAS POSTED ON THE BULLETIN BOARD AT THE RICHARDSON CITY HALL ON FRIDAY, JANUARY 19, 2024, 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 2360 CAMPBELL CREEK BLVD., SUITE 550, 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 COUNCIL CHAMBERS 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 8, 2024

• **Call to Order**

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

Bob Dubey	Mayor
Arefin Shamsul	Mayor Pro Tem
Curtis Dorian	Councilmember
Jennifer Justice	Councilmember
Dan Barrios	Councilmember
Joe Corcoran	Councilmember
Ken Hutchenrider	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
Dannette Garcia	Assistant City Manager
Aimee Nemer	City Secretary
Haley Alsabrook	Management Analyst
Yvonne Falgout	Parks and Recreation Director
Shohn Rodgers	Assistant Director of Parks and Recreation Director
Jonathon Winters	Corporate Recreation Manager
Sam Chavez	Director of Development Services

COUNCIL MEETING – 6:00 PM, MULTIPURPOSE ROOM #CH 157

1. INVOCATION – DAN BARRIOS

2. PLEDGE OF ALLEGIANCE: U.S. AND TEXAS FLAGS – DAN BARRIOS

3. MINUTES OF THE DECEMBER 11, 2023 AND DECEMBER 18, 2023 MEETINGS

Council Action

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

4. VISITORS/ACKNOWLEDGEMENT OF PUBLIC COMMENT CARDS

City Manager Magner acknowledged the following public comment cards submitted in support of a ceasefire resolution for the Israel-Hamas war.

Aila Soomro, 2641 Dodson St., Garland
Safia Yar, 1675 W. Campbell Rd., Garland
Zuhra Kamin, 400 Summit Dr.
Savera Abdul, 7601 Churchhill Way, Dallas
Jacqueline Sisser, 2323 Trellis Place

Reem Saeed, 1451 Centre Place Dr., Denton
Pricila Torres, 1004 Edgefield Dr., Garland
Hamza Yamani, 10951 Stone Canyon Rd., Dallas
Reem Siddig, 8023 York Beach Pl., Arlington
Abeere Hymore, 13500 Noel Rd., Dallas
Soliana Yimenu, 5737 McCommas Blvd., Dallas

Additionally, Richard Strecker, 2809 Foxcreek Drive, addressed Council regarding Consent Agenda Item 9C7 – purchase of Flock cameras. He expressed concerns about how the data is used, where it is sent, and how long it is kept. Mr. Strecker also expressed concerns about the undervaluation of commercial property and tax exemptions that are available for apartments adopted under new state legislation.

5. REVIEW AND DISCUSS IT'S TIME TEXAS

Jonathon Winters, Corporate Recreation Manager, reviewed the 2024 It's Time Texas Community Challenge events and key dates.

6. REVIEW AND DISCUSS CLEAN PARKS PROGRAM

Yvonne Falgout, Parks and Recreation Director, reviewed the Clean Parks Program background, purpose, funding, and activities.

PUBLIC HEARING ITEMS:

7. PUBLIC HEARING, ZONING FILE 23-14, A REQUEST TO REZONE APPROXIMATELY 4.44 ACRES LOCATED AT 2520 N. CENTRAL EXPRESSWAY, AT THE NORTHEAST CORNER OF CENTRAL EXPRESSWAY AND GLENVILLE DRIVE, FROM C-M COMMERCIAL WITH SPECIAL CONDITIONS TO PD PLANNED DEVELOPMENT TO ACCOMMODATE A 5-STORY APARTMENT DEVELOPMENT.

Public Hearing

After a briefing from Sam Chavez, Director of Development Services, and Jeff Patton, the applicant, Mayor Dubey opened the Public Hearing.

Richard Strecker, 2809 Foxcreek Drive, inquired about ingress congestion from the Central Expressway service road.

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

Council Action

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

ACTION ITEM:

8. CONSIDER AND ACT ON A REQUEST FOR APPROVAL OF A VARIANCE TO CHAPTER 4 OF THE CODE OF ORDINANCES TO ALLOW THE SALE OF ALCOHOL FOR ON-PREMISE CONSUMPTION WITHIN 300 FEET OF A

CHURCH FOR BURGER ISLAND, LOCATED AT 525 W. ARAPAHO ROAD, SUITE #8, ON THE SOUTH SIDE OF ARAPAHO ROAD, WEST OF CUSTER ROAD.

Council Action

After a presentation from staff and comments from the applicant, Birendra Tuladhar, Councilmember Corcoran moved to approve the request as presented. Councilmember Dorian seconded the motion. A vote was taken and passed, 7-0.

9. CONSENT AGENDA:

A. CONSIDER ADOPTION OF THE FOLLOWING ORDINANCES:

- 1. ORDINANCE NO. 4479, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND ZONING MAP TO GRANT A CHANGE IN ZONING FROM PD PLANNED DEVELOPMENT FOR I-M(1) INDUSTRIAL TO PD PLANNED DEVELOPMENT FOR I-M(1) INDUSTRIAL DISTRICT WITH DEVELOPMENT REGULATIONS AND GRANTING A SPECIAL PERMIT FOR A HEAVY MANUFACTURING FACILITY FOR PERSONAL CARE PRODUCTS, FOR APPROXIMATELY 8.955 ACRES LOCATED AT THE SOUTHWEST CORNER OF TELECOM PARKWAY AND RESEARCH DRIVE.**
- 2. ORDINANCE NO. 4480, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND ZONING MAP TO AMEND AND RESTATE ORDINANCE NO. 4442, TO MODIFY THE DEVELOPMENT STANDARDS OF THE MAIN STREET/CENTRAL EXPRESSWAY FORM BASED CODE ON 3.7 ACRES OF LAND LOCATED AT THE SOUTHEAST CORNER OF S. SHERMAN STREET AND W. SPRING VALLEY ROAD ZONED PLANNED DEVELOPMENT MAIN STREET/ CENTRAL EXPRESSWAY (CREATIVE CORPORATE SUB-DISTRICT).**

B. CONSIDER RESOLUTION NO. 24-01, CASTING ITS VOTE IN THE RUNOFF ELECTION FOR THE FOURTH MEMBER OF THE BOARD OF DIRECTORS OF THE DALLAS CENTRAL APPRAISAL DISTRICT.

C. CONSIDER AWARD OF THE FOLLOWING BIDS:

- 1. BID #13-24 – WE REQUEST AUTHORIZATION TO ISSUE AN ANNUAL REQUIREMENTS CONTRACT TO PEERLESS EVENTS AND TENTS FOR TENT RENTALS FOR SPECIAL EVENTS PURSUANT TO UNIT PRICES.**
- 2. BID #26-24 – WE REQUEST AUTHORIZATION TO ISSUE AN ANNUAL REQUIREMENTS CONTRACT TO DURABLE SPECIALTIES, INC. FOR TRAFFIC SIGNAL AND MISCELLANEOUS TRAFFIC CONSTRUCTION PURSUANT TO UNIT PRICES.**

3. **BID #35-24 – WE REQUEST AUTHORIZATION TO ISSUE A PURCHASE ORDER TO KOMPAN, INC. FOR THE COOPERATIVE PURCHASE AND INSTALLATION OF PLAYGROUND EQUIPMENT FOR WOODS PARK PLAYGROUND RENOVATION THROUGH OMNIA PARTNERS CONTRACT #2017001135 IN THE AMOUNT OF \$207,752.47.**
4. **BID #36-24 – WE REQUEST AUTHORIZATION TO ISSUE A PURCHASE ORDER TO KOMPAN, INC. FOR THE COOPERATIVE PURCHASE AND INSTALLATION OF PLAYGROUND EQUIPMENT FOR WOODLAND PARK PLAYGROUND RENOVATION THROUGH OMNIA PARTNERS CONTRACT #2017001135 IN THE AMOUNT OF \$361,731.10.**
5. **BID #37-24 – WE REQUEST AUTHORIZATION TO ISSUE A PURCHASE ORDER TO PROFESSIONAL TURF PRODUCTS, LP FOR THE COOPERATIVE PURCHASE OF SHERRILL PARK GOLF COURSE GROUNDS MAINTENANCE EQUIPMENT THROUGH THE LOCAL GOVERNMENT PURCHASING COOPERATIVE ("BUYBOARD") CONTRACT #706-23 IN THE AMOUNT OF \$171,976.66.**
6. **BID #38-24 – WE REQUEST AUTHORIZATION TO ISSUE A PURCHASE ORDER TO TEXAS AIR SYSTEMS FOR THE COOPERATIVE PURCHASE OF FIRE TRAINING CENTER HVAC REPAIRS THROUGH THE INTERLOCAL PURCHASING SYSTEM ("TIPS") CONTRACT #23010402 IN THE AMOUNT OF \$64,781.**
7. **BID #40-24 – WE REQUEST AUTHORIZATION TO ISSUE A PURCHASE ORDER TO FLOCK SAFETY FOR THE PURCHASE OF TWENTY (20) FLOCK SAFETY AUTOMATED LICENSE PLATE RECOGNITION CAMERAS FOR THE POLICE DEPARTMENT IN THE AMOUNT OF \$74,900.**

Council Action

Mayor Dubey stated that Council would pull Item 7 from the Consent Agenda for individual consideration. Councilmember Hutchenrider moved to approve the remaining Consent Agenda items as presented. Councilmember Corcoran seconded the motion. A vote was taken and passed, 7-0.

Item 7 - BID #40-24 – WE REQUEST AUTHORIZATION TO ISSUE A PURCHASE ORDER TO FLOCK SAFETY FOR THE PURCHASE OF TWENTY (20) FLOCK SAFETY AUTOMATED LICENSE PLATE RECOGNITION CAMERAS FOR THE POLICE DEPARTMENT IN THE AMOUNT OF \$74,900.

Council Action

After additional information from City Manager Don Magner, and clarifying questions from Council, Councilmember Hutchenrider moved to approve this item as presented. Mayor Pro Tem Shamsul seconded the motion. A vote was taken and passed, 7-0.

10. REPORT ON ITEMS OF COMMUNITY INTEREST

Council reported on items of community interest.

ADJOURNMENT

With no further business, the meeting was adjourned at 8:39 p.m.

ATTEST:

MAYOR

CITY SECRETARY

**City Council Worksession
Agenda Item Summary**

Worksession Meeting Date:	Monday, January 22, 2024
Agenda Item:	Sale of Series 2024 Debt Obligations
Staff Resource:	Anita Cothran, Director of Finance
Summary:	Staff will be available to discuss the calendar for the 2024 sale of General Obligation Bonds and Certificates of Obligation, Series 2024.
City Council Strategic Goals:	The agenda helps further the following City Council Strategic Goals: <ul style="list-style-type: none">• Maintain strong fund balance and bond rating
Background Information:	<p>The 2023-2024 Budget included the issuance of debt for Year Three of the 2021 GO Bond Program, Year One of the 2023 GO Bond Program and the annual issuance of debt for the City's Capital Improvement Plan, vehicles, and equipment.</p> <p>A resolution must be approved authorizing and approving the notice of intention to issue certificates of obligation. This resolution will be placed as an action item on the February 26 agenda.</p>
Financial Implications:	As discussed during the 2023-2024 Budget adoption process, the City will issue the contemplated debt without a tax rate increase.

**City Council Worksession
Agenda Item Summary**

- Worksession Meeting Date:** Monday, January 22, 2024
- Agenda Item:** Review of 65+ & Disabled Persons Exemption
- Staff Resource:** Todd Gastorf, Assistant Director of Finance
- Summary:** Finance staff will present an overview of the current 65+ and disabled persons exemption and provide a recommendation to increase the exemption.
- City Council Strategic Goal:** This agenda item helps further the following City Council Strategic Goal:
- Maintain strong fund balance and bond rating
 - Annually evaluate property tax exemptions in conjunction with financial policies
- Background Information:** The City's Financial Policies provide that each year during the budget process the City Council will review the exemption for those people who are 65+ and/or disabled with a goal to maintain a tax benefit of approximately 30% of the average home value. The current exemption amount is \$130,000.
- Financial Implications:** An increase in the exemption amount or the number of properties qualifying for the exemption would have an incremental cost to the City by reducing property tax revenues.

**City Council Worksession
Agenda Item Summary**

- Worksession Meeting Date:** Monday, January 22, 2024
- Agenda Item:** Library Services Strategic Plan and Outreach Van
- Staff Resource:** Jennifer Davidson, Director of Library Services
- Summary:** City staff will review the Library's Strategic Plan 2024 – 2029 and give an update on the Library's outreach van.
- City Council Strategic Goals:** This agenda item helps further the following City Council Strategic Goals:
- Improve access, usability, and user experience with policies, processes, and procedures
 - Promote avenues for public engagement and input
- Background Information:** As part of the Texas State Library and Archives Commission Public Library Accreditation requirements, public libraries in Texas must have a long-range plan that is approved by its governing board. This plan must be reviewed and updated at least every five years and must include a collection development element and a technology element.
- An update on the Library's outreach van will also be provided.
- Attachment:** Library Strategic Plan 2024 - 2029

RICHARDSON PUBLIC LIBRARY 2024 – 2029 STRATEGIC PLAN

MISSION

Richardson Public Library provides welcoming, inclusive, high-quality services and resources that serve the entire community.

VISION

Richardson Public Library is a vibrant community hub that offers a welcoming space for all people to learn, play, connect, and engage.

STRATEGIC GOALS

1. PEOPLE

The Library provides a space for reading, learning, and sharing ideas – the center for life-long learning for its patrons. The Library seeks to increase the sense of community and citizen engagement through programming initiatives that celebrate Richardson’s diversity. Material selection will reflect the evolving interests and lifestyles of the community. The Library will look for additional opportunities to add to its current outreach library services to engage users who do not come to the physical library.

The Library will:

- A.** Continue to offer multiple opportunities to build skills in the areas of early literacy, adult literacy, and digital literacy
- B.** Plan more targeted programs for children and young people with varying needs
- C.** Expand Adulting 101 programming for all ages
- D.** Expand maker space programming to all ages, as well as add additional maker equipment for various arts and technology
- E.** Support and react to established and emerging community interests and need
- F.** Position the Library as a cultural and community center and leader

- G.** Continue connecting and engaging with the community
- H.** Acquire a branded outreach van to enhance outreach efforts such as mobile storytimes, library card drives, learning labs, City festivals, and other underserved areas of Richardson
- I.** Seek partnerships with City departments and other community entities to meet shared goals
- J.** Anticipate and meet the informational, educational, cultural, and recreational needs of our diverse community with current, dynamic library collections
- K.** Make changes where possible in procedures and policies to ensure an excellent customer experience and continue to provide training and support to staff in making customer service their top priority
- L.** Raise awareness and visibility about the range of services offered
- M.** Lead the community in the acquisition, sharing, and safekeeping of materials related to the history of Richardson and its founding families

2. PLACE

Maintaining services in a smaller temporary space and actively completing the planning stages of a renovated library building will continue over the next five years. According to the Library Master Plan and Guiding Principles, the Library renovation goal is to revitalize and transform Richardson’s iconic building into a vibrant, flexible 21st-century library that serves all of Richardson’s stakeholders.

The Library will:

- A.** Create welcoming, safe, and secure spaces that promote a sense of community pride and are responsive to public access concerns, with increased emergency exits
- B.** Provide intuitive entry and wayfinding and highly visible stairs with easy access between floors
- C.** Present generous views of the fountain plaza from three floors, expanding the natural light
- D.** Generate collaborative, adaptable, and versatile spaces with durable equipment for all users
- E.** Install a drive-up book drop

- F.** Update and improve mechanical, electrical, and plumbing systems (MEP)
- G.** Enable flexibility with furniture solutions vs. fixed rooms
- H.** Consolidate staff areas for improved efficiency for Library employees and patrons
- I.** Improve quantity of power outlets, brighter, more energy efficient lighting, better connectivity
- J.** Increase Children and Teen spaces to engage with the youngest community members through up-to-date technology and activities
- K.** Expand group spaces to include reservable meeting spaces, teaching classrooms, large, adaptable event rooms, a dedicated maker space, and Local History Room

3. TECHNOLOGY

The Library's online presence serves as a virtual branch, offering information and services 24/7. The Library strives to be current on the best technologies for delivering content to patrons as well as providing current materials, programs, and services to explore new topics in digital literacy. The Library will continue seeking new and better digital platforms for providing content and will be adding enhancements to the online catalog to improve the customer experience. The Library will maximize potential website opportunities for easier citizen engagement and better marketing of popular library materials and services.

The Library will:

- A.** Offer a virtual presence online that is user-friendly, clear, fluid, and relevant
- B.** Respond to the evolving needs of the community to receive information in new formats, recognizing that rapidly changing digital and web-based services will drive space needs and adaptations
- C.** Add more ebooks, digital audiobooks, and streaming media to the current collection and will investigate additional platforms for downloadable digital products that could add variety to the Library's offerings
- D.** Provide our community with the knowledge and tools needed to succeed in an information society by offering a variety of technology instruction based on current community needs.

- E.** Expand support for patrons learning how to use new devices and software by actively offering book-a-librarian sessions
- F.** Connect with more tech experts in the community for advice and programs
- G.** Add services and materials for gaming enthusiasts
- H.** Continue to utilize new and existing social media to better communicate with new generations of library users
- I.** Continue to partner with the City IT department in exploring upgrades to our ILS (Integrated Library Systems) to enhance customer experiences, security, and services
- J.** Use technology to issue library cards offsite during community outreach efforts



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

Worksession Meeting Date:	January 22, 2024
Agenda Item:	Mobile Food Vendor Ordinance Update
Staff Resource:	Danea Newman, Environmental Health Manager
Summary:	City staff will review updates to the Mobile Food Vendor Ordinance.
City Council Strategic Goals:	<p>The agenda helps further the following City Council Strategic Goals:</p> <ul style="list-style-type: none">• Document and Continuously Improve Business Processes• Improve access, usability, and user experience with policies, processes, and procedures
Background Information:	House Bill 2878 became effective in September 2023, requiring mobile food vendors operating in Dallas County to be inspected and permitted by the Dallas County Health Department instead of the City of Richardson Health Department. The county-issued Health permit allows the vendor to operate anywhere in Dallas County. The Ordinance must be changed to reflect compliance with the new law. The vendors must still follow all other City requirements.
Financial Implications:	Less than \$2,000.00 in lost revenue



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

Worksession Meeting Date:	January 22, 2024
Agenda Item:	Proposed Changes to Public/Semi-Public Pool Regulations
Staff Resource:	Danea Newman, Environmental Health Manager
Summary:	City staff will review updates to the Swimming Pool ordinance.
City Council Strategic Goals:	<p>The agenda helps further the following City Council Strategic Goals:</p> <ul style="list-style-type: none">• Document and Continuously Improve Business Processes• Improve Access, Usability, and User Experience with Policies, Processes, and Procedures
Background Information:	<p>In 2023 the Texas Department implemented new guidelines for public and semi-public swimming pools. Staff is recommending that Richardson adopt the rules by reference so as the rules continue to be refined, our ordinance remains up to date.</p>

ORDINANCE NO. 4481

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 FROM C-M COMMERCIAL WITH SPECIAL CONDITIONS TO PD PLANNED DEVELOPMENT (THE “GLENVILLE-US 75 PLANNED DEVELOPMENT DISTRICT”); ADOPTING USE AND DEVELOPMENT REGULATIONS, INCLUDING A CONCEPT PLAN AND BUILDINGS ELEVATIONS, FOR A 4.44-ACRE TRACT OF LAND LOCATED AT THE NORTHEAST CORNER OF GLENVILLE DRIVE AND US HIGHWAY 75, RICHARDSON, TEXAS, AND BEING FURTHER DESCRIBED IN EXHIBIT “A”; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE. (ZONING FILE 23-14).

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

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

SECTION 1. That the Comprehensive Zoning Ordinance and Zoning Map of the City of Richardson, Texas, duly passed by the governing body of the City of Richardson on the 5th day of June, 1956, as heretofore amended, be further amended by granting a change in zoning from C-M Commercial with special conditions to PD Planned Development (the “Glenville-US 75 Planned Development District, adopting the use and development regulations, including a concept plan and building elevations, for a 4.44-acre tract of land located at the northeast corner of North Glenville Drive and east of US Highway 75, Richardson, Texas, and being more particularly described in Exhibit “A” attached hereto and made a part hereof for all purposes (the “Property”))

SECTION 2. That the Property shall be used and developed in accordance with the following development regulations:

Section 1. Purpose and Intent.

The purpose of the GLENVILLE-US 75 PLANNED DEVELOPMENT is to facilitate the development of a best-in-class high density residential community at the northeast corner of Glenville Drive and Central Expressway. The design and construction of the Property will demonstrate excellence in site planning and design as well as creative and engaging architectural design to meet the needs of current and future Richardson residents looking for a heightened living experience.

Section 2. Conceptual Plan & Elevations.

The Property shall be zoned PD Planned Development District and shall be used and developed substantially in compliance with the concept plan attached hereto as Exhibit “B” and incorporated herein (the “Concept Plan”) and with the building elevations attached hereto as Exhibits “C-1” through “C-3” and incorporated herein (the “Elevations”).

Section 3. Permitted Uses.

The following uses shall be permitted within the specific areas as shown on the Concept Plan:

- (a) Apartments.
- (b) Accessory uses, customarily incident to the above uses and located on the same lot therewith, not involving the conduct of a retail business.
- (c) Construction field office.
- (d) Parking lot, accessory.

Section 4. General Regulations.

- (a) Maximum floor area ratio: No maximum
- (b) Maximum lot coverage: No maximum.
- (c) Perimeter Setbacks:
 - a. Front:
 - i. The minimum building setback along Glenville Drive shall be ten (10) feet.
 - ii. The minimum building setback along Central Expressway shall be ten (10) feet.
 - b. Side (Interior): The minimum building setback along the north Property line shall be ten (10) feet.

- c. Side (Interior): The minimum building setback along the east Property line shall be the (10) feet.
- d. Encroachments: Notwithstanding the setbacks outlined above, roof overhangs, eaves and balconies may extend a maximum of five (5) feet into the required setbacks, except for no encroachments shall be allowed into the 10-foot setback along the north property line.

(d) Landscaping:

- a. Landscaping and open space shall be provided at a minimum of 10% of the gross land area of the Property. Landscaping shall include enhanced paving areas, entry plaza, interior courtyard areas, and dog park area.
- b. Along Glenville Drive and Central Expressway, a minimum 10-foot-wide landscape buffer shall be provided and planted with a minimum seventeen (17) canopy trees and seventeen (17) ornamental trees. The landscape buffer may overlap with the pedestrian easement.
- c. A tree survey shall not be required for the approval process of the Development Plan; provided, however, that no trees shall be removed from the Property prior to approval of a Development Plan, except as may be necessary to selectively clear undergrowth or remove diseased or damaged trees in order to better sustain the health of the larger forested area until such time that Development Plan approval is required or except as otherwise approved by the City Manager or designee.

Section 5. Building and Area Regulations.

- (a) Minimum floor area per dwelling unit: 500 square feet
- (b) Maximum building height: No building or structure shall exceed five stories or seventy-five (75) feet in height.
 - a. Maximum building height shall exclude parapet walls not to exceed four (4) feet in height and elevator penthouses.
- (c) Minimum lot area: No minimum
- (d) Minimum lot width: No minimum
- (e) Minimum lot depth: No minimum
- (f) Maximum number of units: 390 units

- (g) Perimeter Fencing: Perimeter fencing shall not be required; however, a minimum 4-foot-tall to maximum 8-foot-tall tubular steel or wrought iron fence shall be allowed along the east Property line, upon approval of removal and replacement of DART owned fence along the east Property line.

Section 6. Parking Regulations.

Parking ratios for the following uses shall be provided as listed below:

- (a) Apartments: one (1) parking space per bedroom, which shall be provided within the parking garage as shown on the Concept Plan.
- (b) Bicycle parking shall be provided in accordance with the City’s Bicycle Parking Policy, as amended.

Section 7. Special Requirements.

- (a) The Property shall be developed with a minimum of four (4) of the following amenities:
 - a. Indoor fitness facility a minimum of 800 square feet in area.
 - b. Swimming pool.
 - c. Dog park.
 - d. Indoor dog wash.
 - e. Clubhouse/game room/ multi-purpose room a minimum of 800 square feet in area.
 - f. Resident offices/co-working space a minimum of 400 square feet in area.
- (b) A playground shall not be required to be built on the Property.
- (c) No amenities shall be required to be built on the Property in addition to those outlined in the Section 7 (a) above.
- (d) The parking garage design shall be in substantial conformance with “Elevations” and shall include metal fins with louvers and internal lighting as shown on the exhibits.

Section 8. Glenville Roadway Modifications.

Prior to issuance of a certificate of occupancy, a left turn lane shall be constructed along Glenville Drive in conformance with the Concept Plan.

Section 9. Administration.

- (a) The Concept plan is illustrative in nature, and the Development Plan shall adhere to the intent of the Concept Plan but shall have the flexibility to modify the (a) unit mix, (b) building net and gross square footage, (c) lot coverage, and (d) parking provided.
- (b) For purposes of this planned development district, the development and performance standards in the City's Comprehensive Zoning Ordinance, this planned development district shall not be considered a residential or apartment zoning district.

SECTION 3. That the Property 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 4. That all provisions of the ordinances of the City of Richardson relating to the use and development of the Property in conflict with the provisions of this Ordinance be, and the same are hereby, repealed, and all other provisions of the ordinances of the City of Richardson not in conflict with the provisions of this Ordinance shall remain in full force and effect.

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

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

SECTION 7. That any person, firm or corporation violating any of the provisions or terms of this Ordinance shall be subject to the same penalty as provided for in the Comprehensive Zoning Ordinance of the City of Richardson, as heretofore amended, and upon conviction shall be

punished by a fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense; and each and every day such violation shall continue shall be deemed to constitute a separate offense.

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

DULY PASSED by the City Council of the City of Richardson, Texas, on the 22nd day of January 2024.

APPROVED:

MAYOR

APPROVED AS TO FORM:

CORRECTLY ENROLLED:

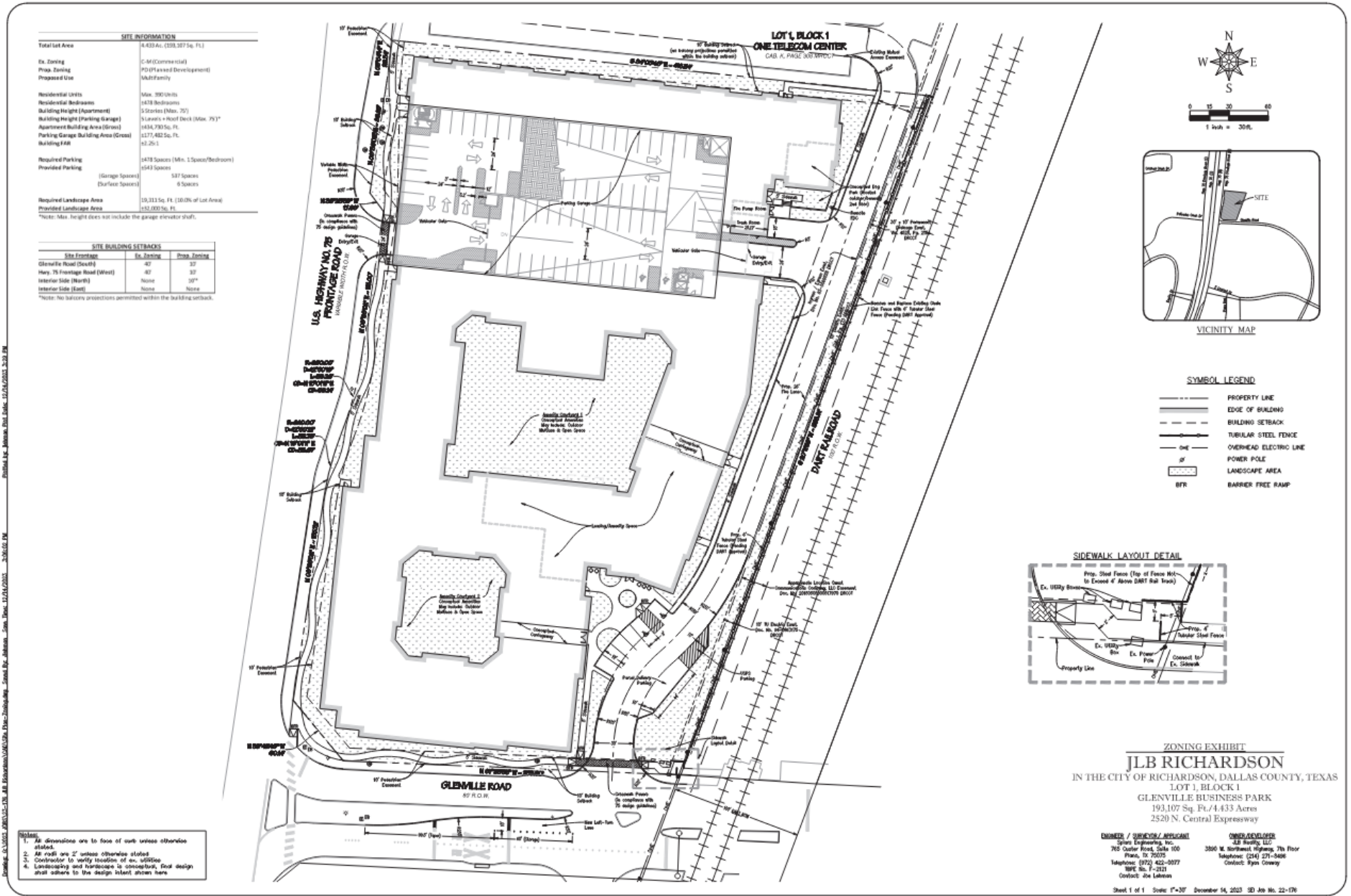
**CITY ATTORNEY
(PGS 1-15-24)**

CITY SECRETARY

EXHIBIT "A"
LEGAL DESCRIPTION
ZF 23-14

Being Lot 1, Block 1 Glenville Business Park, an addition to the City of Richardson, Texas, according to the plat recorded in Volume I, Page 173, of the Map Records of Collin County, Texas.

EXHIBIT "B"



SITE INFORMATION

Total Lot Area: 4.433 Ac. (193,357 Sq. Ft.)

Ex. Zoning: C-M (Commercial)

Prop. Zoning: PD (Planned Development)

Proposed Use: Multi-Family

Residential Units:

- Max. 390 Units
- Residential Bedrooms: 4878 Bedrooms
- Building Height (Apartment): 5 Stories (Max. 70')
- Building Height (Parking Garage): 5 Levels + Roof Deck (Max. 75')
- Apartment Building Area (Gross): 4634,793 Sq. Ft.
- Parking Garage Building Area (Gross): 1,177,482 Sq. Ft.
- Building FSR: 1.2(1)

Required Parking: 4878 Spaces (Min. 1 Space/Bedroom)

Provided Parking: 5443 Spaces (Min. 1 Space/Bedroom)

- (Garage Spaces): 537 Spaces
- (Surface Spaces): 8 Spaces

Required Landscape Area: 19,313 Sq. Ft. (10.0% of Lot Area)

Provided Landscape Area: 151,000 Sq. Ft.

*Note: Max. height does not include the garage elevator shaft.

SITE BUILDING SETBACKS

Site Frontage	Ex. Zoning	Prop. Zoning
Glenville Road (South)	40'	33'
Hwy 75 Frontage Road (West)	40'	33'
Interior Side (North)	None	30'
Interior Side (East)	None	None

*Note: No balcony projections permitted within the building setback.

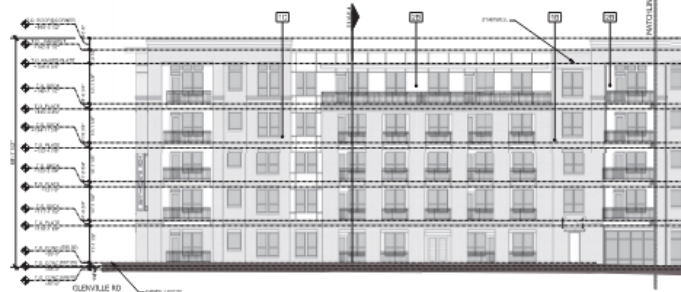
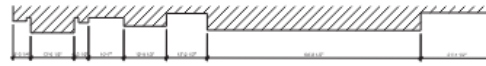
Drawing: G:\2023\23-14\23-14_01_SitePlan\23-14_01_SitePlan.dwg, Date: 12/14/2023, 2:28 PM
 Plotting: G:\2023\23-14\23-14_01_SitePlan\23-14_01_SitePlan.dwg, Date: 12/14/2023, 2:28 PM

- Notes:**
- All dimensions are to face of curb unless otherwise stated.
 - All walls are 2" unless otherwise stated.
 - Contractor to verify location of all utilities.
 - Landscape and hardscape is conceptual, final design shall adhere to the design intent shown here.

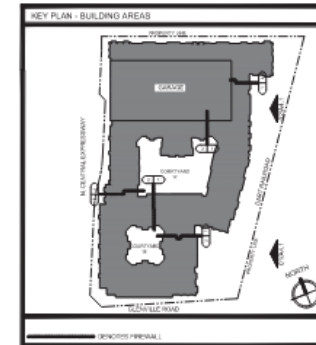
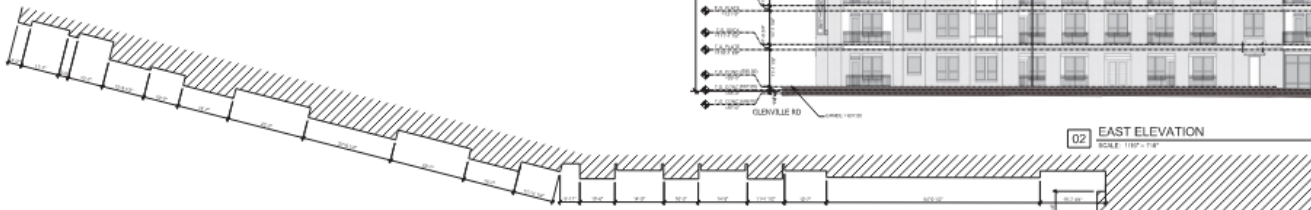
EXHIBIT "C-1"



03 EAST ELEVATION - OVERALL
SCALE: 1/8" = 1'-0"



02 EAST ELEVATION
SCALE: 1/8" = 1'-0"



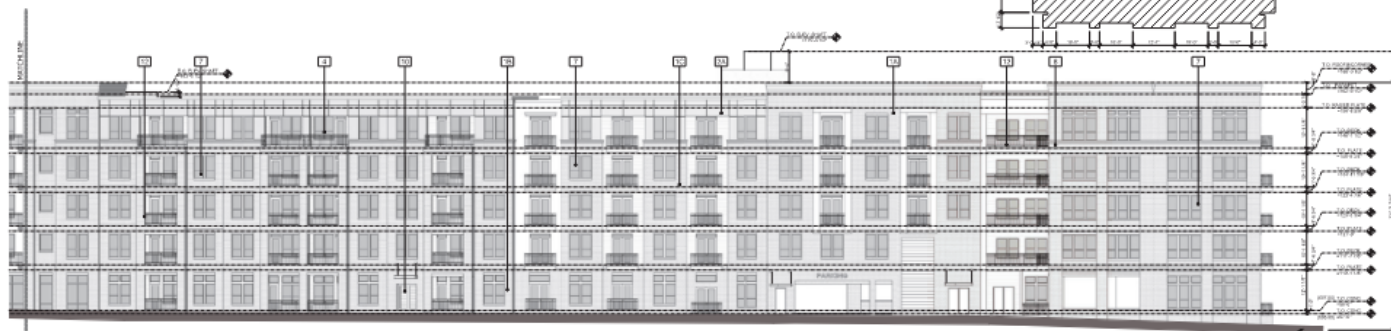
MATERIAL LEGEND

- 1A BRICK MASONRY VOMER - OFF-WHITE
- 1B BRICK MASONRY VOMER - DARK BROWN
- 1C BRICK MASONRY VOMER - RED
- 2A FIBER CEMENT PANEL - WHITE
- 2B FIBER CEMENT PANEL - DARK GRAY
- 3A CORRUGATED LAP SIDING - LIGHT GRAY
- 4 PATIO DOOR UNIT - BLACK FRAME WITH GLASS
- 5 METAL CANOPY - BLACK
- 6 STOREFRONT SYSTEM - BLACK FRAME WITH GLASS
- 7 PREFINISHED VINYL WINDOW SYSTEM - BLACK FRAME WITH GLASS
- 8 BRICK MASONRY GLAZE (MATCH FIELD BRICK)
- 9 METAL DOOR - BLACK
- 10 PATIO ENTRY GATE - BLACK
- 11 METAL GATE - BLACK
- 12 METAL RAILING SYSTEM - BLACK

NOTE:
ELEVATIONS ARE SUBJECT TO CHANGES TO ACCOMMODATE FURTHER REFINEMENT BUT WILL ADHERE TO THE DESIGN INTENT SHOWN HERE.

MATERIAL PERCENTAGES - EAST ELEVATION

	SQ. FT.	PERCENTAGE
BRICK	10,530	49%
FIBER CEMENT PANEL / SIDING (GLAZING)	8,937	24%
	9,735	39%



01 EAST ELEVATION
SCALE: 1/8" = 1'-0"

HLR
HENRIETY LAMON RACHEL, INC.
DALLAS • HOUSTON • SEATTLE
WWW.HLRINC.NET
PH: 472.730.0800

SENIOR PROJECT MGR.: JV
PROJECT MANAGER:
DRAWN BY:
TEAM:
REVISIONS

BRUCE W. RACHEL, AIA
TX LICENSE NO. 14073
PRELIMINARY DRAWING
NOT FOR CONSTRUCTION

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Project Title:
JLB RICHARDSON
RICHARDSON, TEXAS

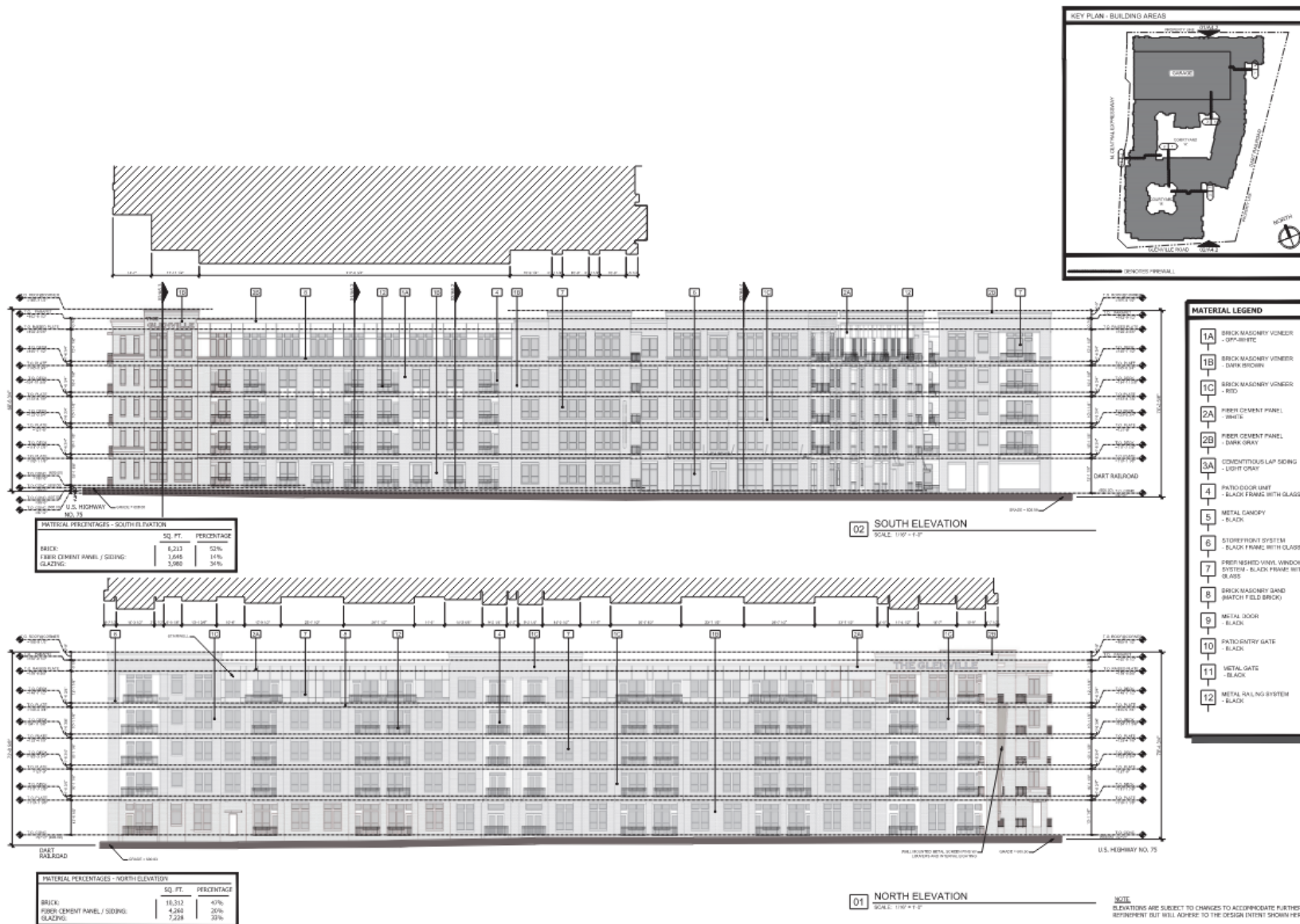
Developed by:
JLB PARTNERS

ZONING SUBMITTAL: 12.14.23

Project #: **23225**

Drawing No.: **A4.1**
EAST ELEVATION

XHIBIT "C-2"



HLR
HENSLY LARRIN RACHEL, INC.
DALLAS • HOUSTON • SEATTLE
WWW.HLRINC.NET
PH: 872.726.8830
SENIOR PROJECT MGR. JV
PROJECT MANAGER:
DRAWN BY:
TEAM:
REVISIONS

BRUCE EL. SAGEL, AIA
TX LICENSE NO. 54273
PRELIMINARY DRAWING
NOT FOR CONSTRUCTION

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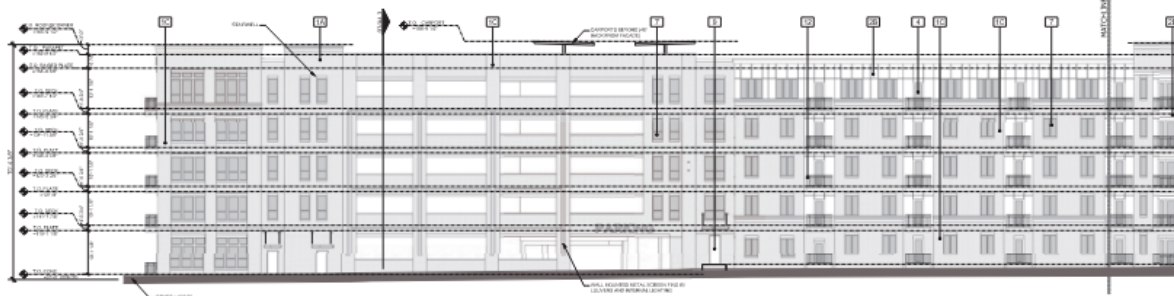
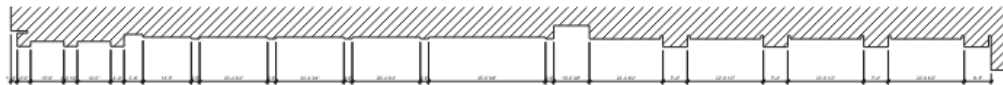
Project Title:
JLB
RICHARDSON
RICHARDSON, TEXAS
Developed by:
JLB
PARTNERS
ZONING SUBMITTAL: 12.14.23

Project #: 23225
Drawing No.: A4.2
SOUTH & NORTH ELEVATIONS

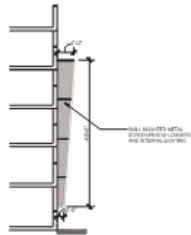
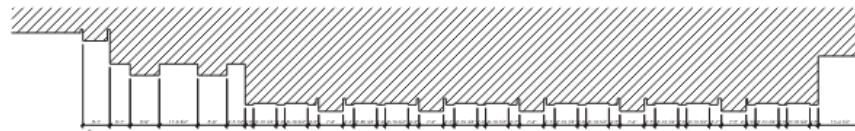
EXHIBIT "C-3"



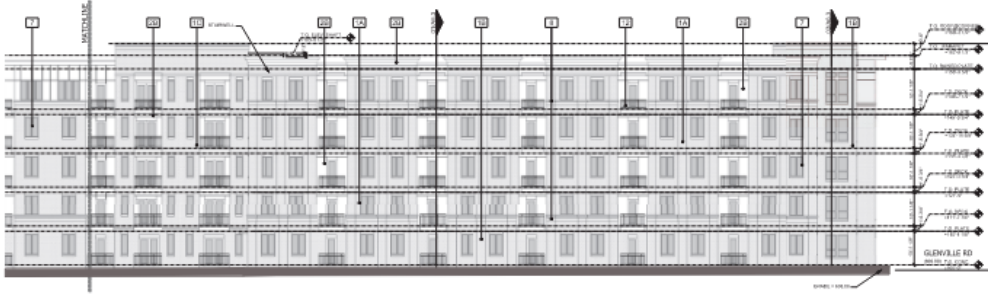
03 WEST ELEVATION - OVERALL
SCALE: 1/8" = 1'-0"



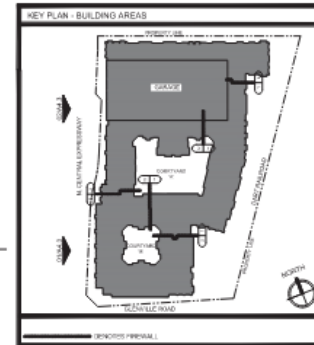
02 WEST ELEVATION
SCALE: 3/16" = 1'-0"



03 GARAGE SECTION
SCALE: 1/8" = 1'-0"



01 WEST ELEVATION
SCALE: 3/16" = 1'-0"



MATERIAL LEGEND

- 1A BRICK MASONRY VENEER - OYF/BHTC
- 1B BRICK MASONRY VENEER - DARK BROWN
- 1C BRICK MASONRY VENEER - RED
- 2A FIBER CEMENT PANEL - WHITE
- 2B FIBER CEMENT PANEL - DARK GRAY
- 3A CONTINUOUS LAP SIDING - LIGHT GRAY
- 4 PATIO DOOR UNIT - BLACK FRAME WITH GLASS
- 5 METAL CANOPY - BLACK
- 6 STOREFRONT SYSTEM - BLACK FRAME WITH GLASS
- 7 FRAMED VINYL WINDOW SYSTEM - BLACK FRAME WITH GLASS
- 8 BRICK MASONRY GARDEN WALL - BRICK
- 9 METAL DOOR - BLACK
- 10 PATIO ENTRY GATE - BLACK
- 11 METAL GATE - BLACK
- 12 METAL RAILING SYSTEM - BLACK

NOTE: ELEVATIONS ARE SUBJECT TO CHANGES TO ACCOMMODATE FURTHER REFINEMENT BUT WILL ADHERE TO THE DESIGN INTENT SHOWN HERE.

MATERIAL PERCENTAGES - WEST ELEVATION

	SQ. FT.	PERCENTAGE
BRICK:	23,347	89%
FIBER CEMENT PANEL / SIDING:	1,372	2%
GLAZING:	3,851	10%

HLR

HEMBLY LARSON RACHEL, INC.
SALLAS + HOUSTON + SEATTLE
WWW.HLRINC.NET
PH: 855.733.8880

SENIOR PROJECT MGR: JV
PROJECT MANAGER:
DRAWN BY:
TEAM:

REVISIONS

NO.	DESCRIPTION

BRUCE W. BAGUEL, AIA
TX LICENSE NO. 14675
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Project Title:
**JLB
RICHARDSON**
RICHARDSON, TEXAS

Developed by:
**JLB
PARTNERS**

ZONING SUBMITTAL: 12-14-23

Project #: **23225**

Drawing No. **A4.3**
WEST ELEVATION

Agenda Item Summary

Council Meeting Date:	Monday, January 22, 2024
Agenda Item:	Consider resolution approving the terms and conditions of the Advance Funding Agreement (AFA) between the City of Richardson and Texas Department of Transportation (TxDOT) for the traffic signal improvements at Jupiter Road/Renner Road and Campbell Road/Plano Road.
Staff Resource:	Mark Nelson, Director of Transportation and Mobility
Summary:	Staff recommends the City Council adopt a resolution approving the resolution and authorizing its execution by the City Manager.
City Council Strategic Goals:	<p>This agenda item helps further the following City Council Strategic Goals:</p> <ul style="list-style-type: none">• Ensure systems are safe and secure• Value, protect, and create a positive return on City, resident, and other stakeholder investments in the City• Leverage county, state, and federal opportunities• Leverage our regional leadership position to positively impact County, State and Federal issues
Background Information:	<p>In December 2021, TxDOT issued a call for projects for the Highway Safety Improvement Program (HSIP). HSIP is a federally mandated program managed by TxDOT whose main objective is to significantly reduce traffic fatalities and serious injuries on all major public roads. The program uses a data-driven, strategic, results-focused approach to improving highway safety. The City of Richardson was awarded funding for replacing the aging traffic signals at the Jupiter Road/Renner Road and Campbell Road/Plano Road intersections. The City will manage the engineering design and TxDOT will be managing the construction of this project.</p>


Also, attached is the draft Advance Funding Agreement that will be finalized by TxDOT upon receiving the adopted resolution, then the final agreement will be sent to the City for authorization by the City Manager.


Financial Implications:

The agreement will allow the City to replace aging traffic signal infrastructure. The total estimated cost of the project is \$1,235,410.33 and the local (City) contribution is only \$183,558.80 (less than 15% of the total cost).

DATE: January 22, 2024

TO: Don Magner – City Manager

THROUGH: Mark Nelson – Director of Transportation & Mobility 

FROM: Pritam Deshmukh – Asst. Director, Transportation & Mobility 

SUBJECT: Resolution approving the Advance Funding Agreement with TxDOT for traffic signal improvements at Jupiter Road/Renner Road and Campbell Road/Plano Road.

The resolution approving the terms and conditions of the Advance Funding Agreement (AFA) between the City of Richardson and Texas Department of Transportation (TxDOT) for the traffic signal improvements at Jupiter Road/Renner Road and Campbell Road/Plano Road and authorizing its execution by the City Manager has been placed on the January 22, 2024, agenda for consideration by City Council.

The proposed resolution by City Council gives authority to the City Manager to enter into the agreement with TxDOT to execute the project. Attached is the draft Advance Funding Agreement that will be finalized by TxDOT upon receiving the adopted resolution, then the final agreement will be sent to the City for authorization by the City Manager.

TxDOT issued a call for projects in December 2021 for the Highway Safety Improvement Program (HSIP). HSIP is a federally funded program managed by TxDOT whose main objective is to significantly reduce traffic fatalities and serious injuries on all major public roads. The program uses a data-driven, strategic, results-focused approach to improving highway safety. The City of Richardson was awarded funding for replacing the aging traffic signals at the Jupiter Road/Renner Road and Campbell Road/Plano Road intersections. The City will manage the engineering design and TxDOT will manage the construction of this project.

The estimated project cost breakdown is listed below:

- Total estimated cost: \$1,235,410.33
 - \$1,001,636 (Federal Participation for Construction) + \$50,215.53 (Indirect State Cost)
 - \$93,552.80 (Direct Costs, Local Participation) + \$90,006 (Design, Local Participation)
- Total local contribution: \$183,558.80

Staff recommends adoption of the resolution approving the resolution and authorizing its execution by the City Manager.

RESOLUTION NO. 24-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RICHARDSON, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN ADVANCE FUNDING AGREEMENT FOR A HIGHWAY SAFETY IMPROVEMENT PROGRAM PROJECT OFF-SYSTEM, BY AND BETWEEN THE CITY OF RICHARDSON, TEXAS, AND THE STATE OF TEXAS, ACTING BY AND THROUGH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR THE IMPROVEMENT OF TRAFFIC SIGNALS PROJECTS; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council has been presented a proposed Advance Funding Agreement for a Highway Safety Improvement Program Project Off-System by and between the City of Richardson, Texas, and the State of Texas, acting by and through the Texas Department of Transportation, which provides funding for the Improvement of Traffic Signals, Pedestrian Signals, and Safety Lighting at the following intersections: traffic signal improvements at Jupiter Road and Renner Road (0918-24-278) and traffic signal and pedestrian signal improvements, including a controller and cabinet, conduits, pedestrian signals with accessible pedestrian ramps and 4 luminaires added at Campbell Road at Plano Road (0918-47-400 (the “Agreement”)); and

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

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

SECTION 1. That the Advance Funding Agreement for a Highway Safety Improvement Program Project Off-System for traffic signal improvements at Jupiter Road. and Renner Road (0918-24-278) and traffic signal and pedestrian signal improvements, including a controller and cabinet, conduits, pedestrian signals with accessible pedestrian ramps and 4 luminaires added at Campbell Road at Plano Road (0918-47-400), having been reviewed by the City Council of the City of Richardson, Texas, and found to be acceptable and in the best interest of the City and its citizens, be, and the same is hereby, in all things approved, and the City Manager is hereby authorized to execute the Agreement on behalf of the City of Richardson, Texas, and any amendments or other instruments related to the Agreement.

SECTION 2. That this Resolution shall become effective immediately from and after its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Richardson, Texas, on this the 22nd day of January 2024.

CITY OF RICHARDSON, TEXAS

MAYOR

ATTEST

CITY SECRETARY

APPROVED AS TO FORM:

CITY ATTORNEY
(PGS 12-21-23)

TxDOT:				Federal Highway Administration:	
CCSJ #	0918-24-278	AFA ID	Z00008088	CFDA No.	20.205
AFA CSJs	0918-24-278, 0918-47-400			CFDA Title	Highway Planning and Construction
District #	18/DAL	Code Chart 64#	35200		
Project Name	Jupiter Rd. at Renner Rd., Campbell Rd. at Plano Rd.			<i>AFA Not Used For Research & Development</i>	

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT
For
Highway Safety Improvement Project
Off-System

THIS AGREEMENT (Agreement) is made by and between the State of Texas, acting by and through the **Texas Department of Transportation** called the “State”, and the **City of Richardson**, acting by and through its duly authorized officials, called the “Local Government”. The State and Local Government shall be collectively referred to as “the parties” hereinafter.

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

WHEREAS, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **116522** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as **traffic signal improvements**. The portion of the project work covered by this Agreement is identified in the Agreement, Article 3, Scope of Work (Project), and

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution, ordinance, or commissioners court order dated _____, which is attached to and made a part of this Agreement as Attachment C, Resolution, Ordinance, or Commissioners Court Order (Attachment C). A map showing the Project location appears in Attachment A, Location Map Showing Project (Attachment A), which is attached to and made a part of this Agreement.

TxDOT:				Federal Highway Administration:	
CCSJ #	0918-24-278	AFA ID	Z00008088	CFDA No.	20.205
AFA CSJs	0918-24-278, 0918-47-400			CFDA Title	Highway Planning and Construction
District #	18/DAL	Code Chart 64#	35200		
Project Name	Jupiter Rd. at Renner Rd., Campbell Rd. at Plano Rd.			AFA Not Used For Research & Development	

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows:

AGREEMENT

1. Responsible Parties:

For the Project covered by this Agreement, the parties shall be responsible for the following work as stated in the article of the Agreement referenced in the table below:

1.*	Local Government	Utilities	Article 8
2.*	Local Government	Environmental Assessment and Mitigation	Article 9
3.	Local Government	Architectural and Engineering Services	Article 11
4.	State	Construction Responsibilities	Article 12
5.*	Local Government	Right of Way and Real Property	Article 14

*An asterisk next to the party responsible for specific work in the above table indicates that the associated specific work is not anticipated as part of the Project and is therefore not included in the budget; however, the party indicated will be responsible for that specific work if that work is not the subject of another agreement and the State determines that the specific work has become necessary to successful completion of the Project.

2. Period of the Agreement

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

3. Scope of Work

The scope of work for the Project consists of the engineering of traffic signal improvements by Local. Construction by State, consisting of traffic signal improvements at Jupiter Rd. and Renner Rd. (0918-24-278). Traffic signal and pedestrian signal improvements, including a controller and cabinet, conduits, pedestrian signals with accessible pedestrian ramps and 4 luminaires added at Campbell Rd. at Plano Rd. (0918-47-400), as shown in Attachment A.

4. Project Sources and Uses of Funds

The total estimated cost of the Project is shown in Attachment B, Project Budget (Attachment B) which is attached to and made a part of this Agreement.

- A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. If federal funds are being used, the training must be

TxDOT:				Federal Highway Administration:	
CCSJ #	0918-24-278	AFA ID	Z00008088	CFDA No.	20.205
AFA CSJs	0918-24-278, 0918-47-400			CFDA Title	Highway Planning and Construction
District #	18/DAL	Code Chart 64#	35200		
Project Name	Jupiter Rd. at Renner Rd., Campbell Rd. at Plano Rd.			<i>AFA Not Used For Research & Development</i>	

completed before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled "Local Government Project Procedures and Qualification for the Texas Department of Transportation" and retains qualification in accordance with applicable TxDOT procedures. Upon request, the Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.

- B. The expected cash contributions from the federal government, the State, the Local Government, or other parties are shown in Attachment B. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission. For projects with federal funds, the State and the federal government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration (FHWA). After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.
- C. Attachment B shows, by major cost categories, the cost estimates and the party responsible for performing the work for each category. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.
- D. The State will be responsible for securing the federal and State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.
- E. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State and federal participation specified in Attachment B and for overruns in excess of the amount specified in Attachment B to be paid by the Local Government.
- F. The budget in Attachment B will clearly state all items subject to fixed price funding, specified percentage funding, and the periodic payment schedule, when periodic payments have been approved by the State.

TxDOT:				Federal Highway Administration:	
CCSJ #	0918-24-278	AFA ID	Z00008088	CFDA No.	20.205
AFA CSJs	0918-24-278, 0918-47-400			CFDA Title	Highway Planning and Construction
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- G. When the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State's written notification of additional funds being due.
- H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment B. Fixed prices are not subject to adjustment unless (1) differing site conditions are encountered; (2) further definition of the Local Government's requested scope of work identifies greatly differing costs from those estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.
- I. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment B. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering performed or reviewed by the State for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.
- J. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.
- K. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.
- L. The State will not pay interest on any funds provided by the Local Government.
- M. If a waiver for the collection of indirect costs for a service project has been granted under 43 TAC §15.56, the State will not charge the Local Government for the indirect costs the State incurs on the Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.
- N. If the Local Government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.
- O. Where the Local Government is authorized to perform services under this Agreement and be reimbursed by the State, the Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice, in a form and containing all items required by the State, no more frequently than monthly and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.
- P. Upon completion of the Project, the State will perform a final accounting of the Project costs for all items of work with specified percentage funding. Any funds

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due by the Local Government, the State, or the federal government for these work items will be promptly paid by the owing party.

- Q. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- R. Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement shall be terminated immediately with no liability to either party.

5. Termination of This Agreement

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

- A. The Agreement is terminated in writing with the mutual consent of the parties;
- B. The Agreement is terminated by one party because of a breach, in which case any costs incurred because of the breach shall be paid by the breaching party;
- C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or
- D. The Agreement is terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or a more thorough definition of the Local Government’s proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination; or
- E. The Project is inactive for thirty-six (36) consecutive months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this Agreement.

6. Amendments

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

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7. Remedies

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

8. Utilities

The party named in Article 1, Responsible Parties, under AGREEMENT shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government’s failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or State funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State’s request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is commenced.

9. Environmental Assessment and Mitigation

Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects. The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. The identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.
- B. The cost of any environmental problem’s mitigation and remediation.
- C. Providing any public meetings or public hearings required for the environmental assessment process. Public hearings will not be held prior to the approval of the Project schematic.
- D. The preparation of the NEPA documents required for the environmental clearance of this Project.

If the Local Government is responsible for the environmental assessment and mitigation, before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

10. Compliance with Accessibility Standards

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

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11. Architectural and Engineering Services

The party named in Article 1, Responsible Parties, under AGREEMENT has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable State's *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the State highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the State highway system, the design shall, at a minimum, conform to applicable American Association of State Highway and Transportation Officials (AASHTO) design standards.

In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if the Project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases. Professional contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters. If the Local Government is the responsible party, the Local Government shall submit its procurement selection process for prior approval by the State. All professional services contracts must be reviewed and approved by the State prior to execution by the Local Government.

12. Construction Responsibilities

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.
- B. If the State is the responsible party, the State will use its approved contract letting and award procedures to let and award the construction contract.
- C. If the Local Government is the responsible party, the Local Government shall submit its contract letting and award procedures to the State for review and approval prior to letting.
- D. If the Local Government is the responsible party, the State must concur with the low bidder selection before the Local Government can enter into a contract with the vendor.
- E. If the Local Government is the responsible party, the State must review and approve change orders.
- F. Upon completion of the Project, the party responsible for constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion and submit certification(s) sealed by a professional engineer(s) licensed in the State of Texas.

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- G. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

13. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the State highway system after completion of the work if the work was on the State highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

14. Right of Way and Real Property

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the provision and acquisition of any needed right of way or real property.

The Local Government shall be responsible for the following:

- A. Right of way and real property acquisition shall be the responsibility of the Local Government. Title to right of way and other related real property must be acceptable to the State before funds may be expended for the improvement of the right of way or real property.
- B. If the Local Government is the owner of any part of the Project site under this Agreement, the Local Government shall permit the State or its authorized representative access to occupy the site to perform all activities required to execute the work.
- C. All parties to this Agreement will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to the Local Government and benefits applicable to the relocation of any displaced person as defined in 49 CFR Section 24.2(g). Documentation to support such compliance must be maintained and made available to the State and its representatives for review and inspection.
- D. The Local Government shall assume all costs and perform necessary requirements to provide any necessary evidence of title or right of use in the name of the Local Government to the real property required for development of the Project. The evidence of title or rights shall be acceptable to the State, and be free and clear of all encroachments. The Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop the Project according to the approved Project plans. The Local Government shall be responsible for securing any additional real property required for completion of the Project.

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- E. In the event real property is donated to the Local Government after the date of the State's authorization, the Local Government will provide all documentation to the State regarding fair market value of the acquired property. The State will review the Local Government's appraisal, determine the fair market value and credit that amount towards the Local Government's financial share. If donated property is to be used as a funding match, it may not be provided by the Local Government. The State will not reimburse the Local Government for any real property acquired before execution of this Agreement and the obligation of federal spending authority.
- F. The Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to the State for approval prior to the Local Government acquiring the real property. Tracings of the maps shall be retained by the Local Government for a permanent record.
- G. The Local Government agrees to make a determination of property values for each real property parcel by methods acceptable to the State and to submit to the State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land acquired, itemization of improvements acquired, damages (if any) and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in calculating all determined values. Expenses incurred by the Local Government in performing this work may be eligible for reimbursement after the Local Government has received written authorization by the State to proceed with determination of real property values. The State will review the data submitted and may base its reimbursement for parcel acquisitions on these values.
- H. Reimbursement for real property costs will be made to the Local Government for real property purchased in an amount not to exceed eighty percent (80%) of the cost of the real property purchased in accordance with the terms and provisions of this Agreement. Reimbursement will be in an amount not to exceed eighty percent (80%) of the State's predetermined value of each parcel, or the net cost of the parcel, whichever is less. In addition, reimbursement will be made to the Local Government for necessary payments to appraisers, expenses incurred in order to assure good title, and costs associated with the relocation of displaced persons and personal property as well as incidental expenses.
- I. If the Project requires the use of real property to which the Local Government will not hold title, a separate agreement between the owners of the real property and the Local Government must be executed prior to execution of this Agreement. The separate agreement must establish that the Project will be dedicated for public use for a period of not less than 10 (ten) years after completion. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of the Project after

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completion. The separate agreement must be approved by the State prior to its execution. A copy of the executed agreement shall be provided to the State.

15. Insurance

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

16. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	State:
City of Richardson P.O. Box 830306 Richardson, TX 75083	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11 th Street Austin, TX 78701

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

17. Legal Construction

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

18. Responsibilities of the Parties

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

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19. Ownership of Documents

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

20. Compliance with Laws

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

21. Sole Agreement

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

22. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the cost principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

23. Procurement and Property Management Standards

The parties to this Agreement shall adhere to the procurement and property management standards established in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to the Texas Uniform Grant Management Standards. The State must pre-approve the Local Government’s procurement procedures for purchases to be eligible for state or federal funds.

24. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the FHWA and the U.S. Office of the Inspector General or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of final reimbursement by FHWA under this Agreement or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this

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Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

25. Civil Rights Compliance

The parties to this Agreement are responsible for the following:

- A. Compliance with Regulations: Both parties will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.
- B. Nondiscrimination: The Local Government, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this Agreement and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
- D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this Agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 1. withholding of payments to the Local Government under the Agreement until the Local Government complies and/or
 2. cancelling, terminating, or suspending of the Agreement, in whole or in part.
- F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA

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may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

26. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, each party, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of federal or federal-aid programs and projects).
- C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the federal-aid recipients, subrecipients and contractors, whether such programs or activities are federally funded or not).
- H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- I. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs,

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policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.

- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

27. Disadvantaged Business Enterprise (DBE) Program Requirements

If federal funds are used:

- A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State’s federally approved DBE program.
- C. The Local Government shall incorporate into its contracts with subproviders an appropriate DBE goal consistent with the State’s DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall submit its proposed scope of services and quantity estimates to the State to allow the State to establish a DBE goal for each Local Government contract with a subprovider. The Local Government shall be responsible for documenting its actions.
- D. The Local Government shall follow all other parts of the State’s DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation’s Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.
- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State’s DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

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

28. Debarment Certifications

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

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

29. Lobbying Certification

If federal funds are used, in executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

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

TxDOT:				Federal Highway Administration:	
CCSJ #	0918-24-278	AFA ID	Z00008088	CFDA No.	20.205
AFA CSJs	0918-24-278, 0918-47-400			CFDA Title	Highway Planning and Construction
District #	18/DAL	Code Chart 64#	35200		
Project Name	Jupiter Rd. at Renner Rd., Campbell Rd. at Plano Rd.			AFA Not Used For Research & Development	

complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

30. Federal Funding Accountability and Transparency Act Requirements

If federal funds are used, the following requirements apply:

- A. Any recipient of funds under this Agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This Agreement is subject to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.
- B. The Local Government agrees that it shall:
1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than \$25,000 in federal funding. The SAM number may be obtained by visiting the SAM website whose address is: <https://www.sam.gov/portal/public/SAM/>
 2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and
 3. Report the total compensation and names of its top five executives to the State if:
 - i. More than 80% of annual gross revenues are from the federal government, and those revenues are greater than \$25,000,000; and
 - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

31. Single Audit Report

If federal funds are used:

- A. The parties shall comply with the single audit report requirements stipulated in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- B. If threshold expenditures of \$750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX

TxDOT:				Federal Highway Administration:	
CCSJ #	0918-24-278	AFA ID	Z00008088	CFDA No.	20.205
AFA CSJs	0918-24-278, 0918-47-400			CFDA Title	Highway Planning and Construction
District #	18/DAL	Code Chart 64#	35200		
Project Name	Jupiter Rd. at Renner Rd., Campbell Rd. at Plano Rd.			<i>AFA Not Used For Research & Development</i>	

78701 or contact TxDOT's Compliance Division by email at singleaudits@txdot.gov.

- C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the \$_____ expenditure threshold and therefore, are not required to have a single audit performed for FY _____."
- D. For each year the Project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the Agreement, unless otherwise amended or the Project has been formally closed out and no charges have been incurred within the current fiscal year.

32. Signatory Warranty

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

Each party is signing this Agreement on the date stated under that party's signature.

THE STATE OF TEXAS

THE LOCAL GOVERNMENT

Signature

Kenneth Stewart

Typed or Printed Name

Director of Contract Services

Typed or Printed Title

Date

Signature

Don Magner

Typed or Printed Name

City Manager

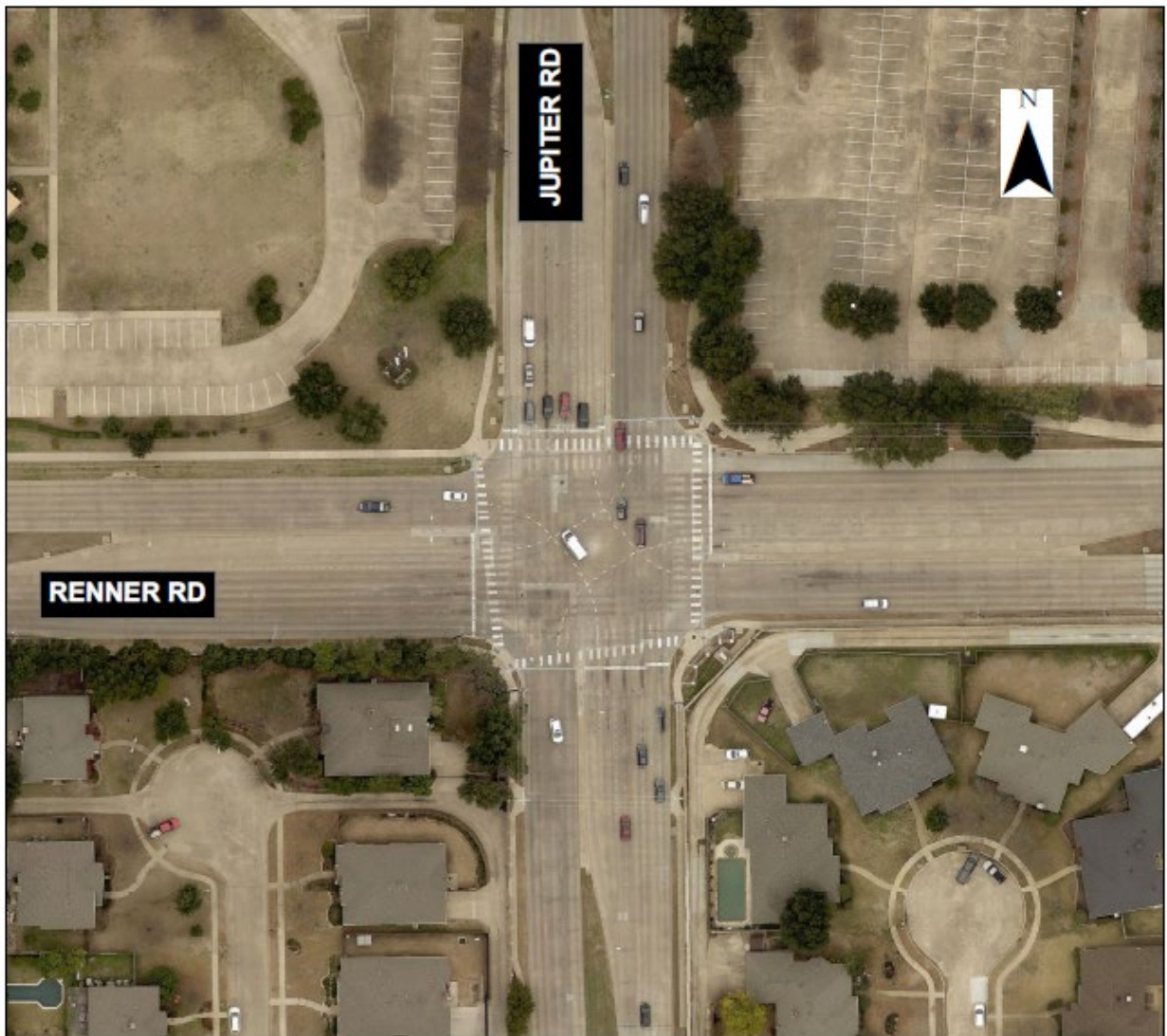
Typed or Printed Title

Date

TxDOT:				Federal Highway Administration:	
CCSJ #	0918-24-278	AFA ID	Z00008088	CFDA No.	20.205
AFA CSJs	0918-24-278, 0918-47-400			CFDA Title	Highway Planning and Construction
District #	18/DAL	Code Chart 64#	35200		
Project Name	Jupiter Rd. at Renner Rd., Campbell Rd. at Plano Rd.			<i>AFA Not Used For Research & Development</i>	

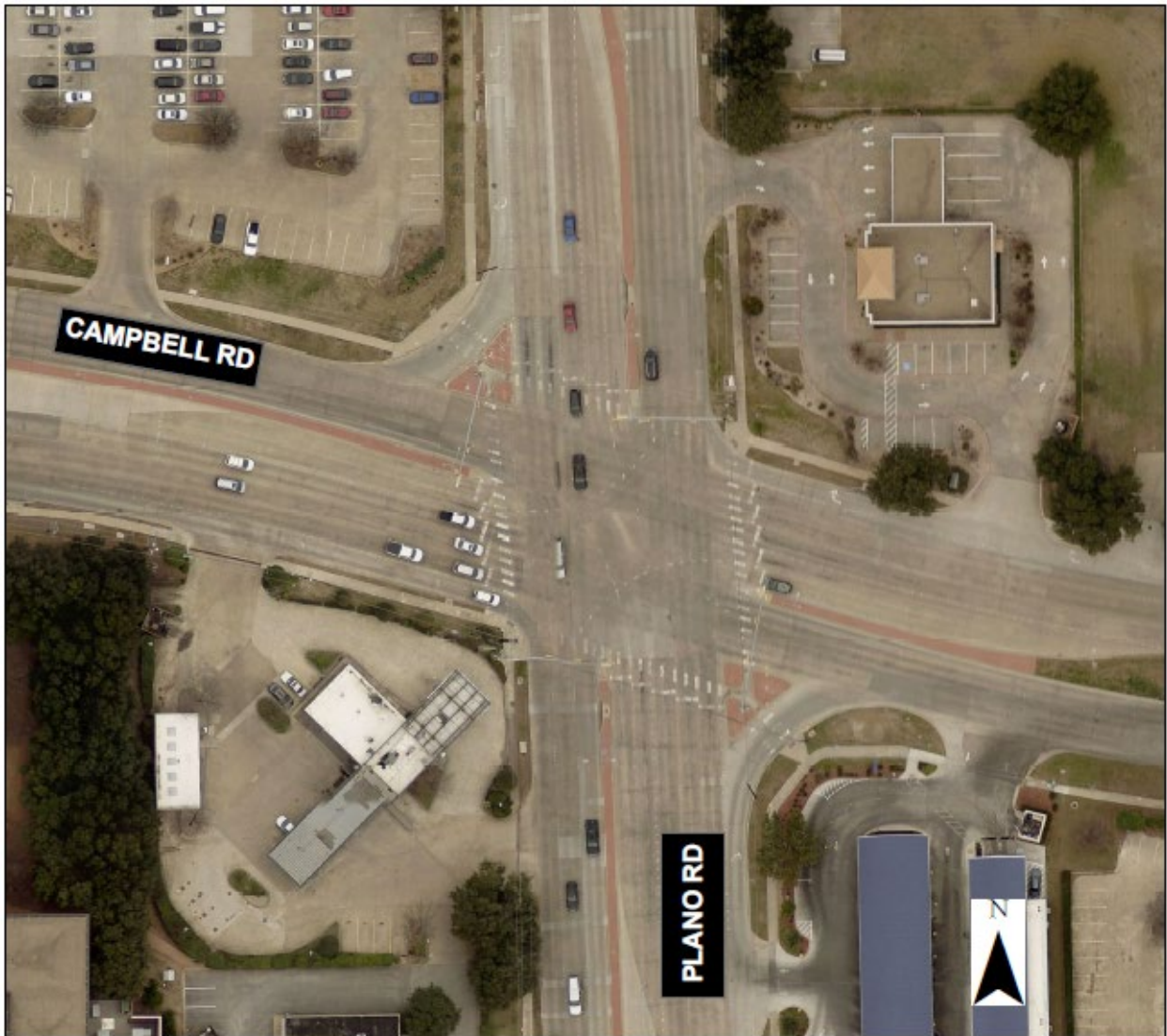
**ATTACHMENT A
LOCATION MAP SHOWING PROJECT**

**0918-24-278
Jupiter Rd. at Renner Rd.**



TxDOT:				Federal Highway Administration:	
CCSJ #	0918-24-278	AFA ID	Z00008088	CFDA No.	20.205
AFA CSJs	0918-24-278, 0918-47-400			CFDA Title	Highway Planning and Construction
District #	18/DAL	Code Chart 64#	35200		
Project Name	Jupiter Rd. at Renner Rd., Campbell Rd. at Plano Rd.			<i>AFA Not Used For Research & Development</i>	

0918-47-400
Campbell Rd. at Plano Rd.



TxDOT:				Federal Highway Administration:	
CCSJ #	0918-24-278	AFA ID	Z0008085	CFDA No.	20.205
AFA CSJs	0918-24-278, 0918-47-400			CFDA Title	Highway Planning and Construction
District #	18/DAL	Code Chart 64#	35200		
Project Name	Jupiter Rd. at Renner Rd., Campbell Rd. at Plano Rd.			AFA Not Used For Research & Development	

ATTACHMENT B PROJECT BUDGET

Construction costs will be allocated based on 100% Federal funding and 0% Local Government funding until the Federal funding reaches the maximum obligated amount. The Local Government will then be responsible for 100% of the construction cost overruns.

Engineering and all other projects costs will be allocated based on 100% Local Government funding including cost overruns.

DESCRIPTION	TOTAL ESTIMATED COST	FEDERAL PARTICIPATION		STATE PARTICIPATION		LOCAL PARTICIPATION	
		%	Cost	%	Cost		Cost
Utilities (by Local Government) 0918-24-278	\$1.00	0%	\$0	0%	\$0	100%	\$1.00
Environmental (by Local Government) 0918-24-278	\$1.00	0%	\$0	0%	\$0	100%	\$1.00
Engineering (by Local Government) 0918-24-278	\$45,000.00	0%	\$0	0%	\$0	100%	\$45,000.00
Construction (by State) 0918-24-278	\$418,842.00	100%	\$418,842.00	0%	\$0	0%	\$0.00
Right of Way (by Local Government) 0918-24-278	\$1.00	0%	\$0	0%	\$0	0%	\$1.00
Utilities (by Local Government) 0918-24-400	\$1.00	0%	\$0	0%	\$0	100%	\$1.00
Environmental (by Local Government) 0918-24-400	\$1.00	0%	\$0	0%	\$0	100%	\$1.00
Engineering (by Local Government) 0918-47-400	\$45,000.00	0%	\$0	0%	\$0	100%	\$45,000.00
Construction (by State) 0918-47-400	\$582,794.00	100%	\$582,794.00	0%	\$0	0%	\$0.00
Right of Way (by Local Government) 0918-24-400	\$1.00	0%	\$0	0%	\$0	0%	\$1.00
Subtotal	\$1,091,642.00		\$1,001,636.00		\$0.00		\$90,006.00
Environmental Direct State Costs	\$11,694.10	0%	\$0	0%	\$0	100%	\$11,694.10
Right of Way Direct State Costs	\$11,694.10	0%	\$0	0%	\$0	100%	\$11,694.10
Engineering Direct State Costs	\$11,694.10	0%	\$0	0%	\$0	100%	\$11,694.10
Utility Direct State Costs	\$11,694.10	0%	\$0	0%	\$0	100%	\$11,694.10
Construction Direct State Costs	\$46,776.40	0%	\$0	0%	\$0	100%	\$46,776.40
Subtotal	\$93,552.80		\$0		\$0		\$93,552.80
Indirect State Cost – 4.60%	\$50,215.53	0%	\$0	100%	\$50,215.53	0%	\$0
TOTAL	\$1,235,410.33		\$1,001,636.00		\$50,215.53		\$183,558.80

Initial Payment by the Local Government to the State: **\$46,776.40**

Payment by the Local Government to the State before Construction: **\$46,766.40**

Estimated total payment by the Local Government to the State: **\$93,552.80**

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

TxDOT:				Federal Highway Administration:	
CCSJ #	0918-24-278	AFA ID	Z00008085	CFDA No.	20.205
AFA CSJs	0918-24-278, 0918-47-400			CFDA Title	Highway Planning and Construction
District #	18/DAL	Code Chart 64#	35200		
Project Name	Jupiter Rd. at Renner Rd., Campbell Rd. at Plano Rd.			<i>AFA Not Used For Research & Development</i>	

ATTACHMENT C
RESOLUTION, ORDINANCE, OR COMMISSIONERS COURT ORDER



RICHARDSON®
T E X A S

MEMO

DATE: January 12, 2024
TO: Anita Cothran – Director of Finance
FROM: Ally Dobbins – Purchasing Manager *AD TEG*
SUBJECT: Award of Bid #12-24 for Annual Requirements Contracts for Sound, Stage, and Production Services to Onstage Systems and Mesmeric Entertainment pursuant to unit prices

Proposed Date of Award: January 22, 2024

I concur with the recommendation of Spencer Doyle – Assistant Director of Recreation and Events, and request permission to issue annual requirements contracts for sound, stage, and production services to Onstage Systems and Mesmeric Entertainment pursuant to the unit prices and categories as follows:

Category 1: Wildflower! Arts & Music Festival – Onstage Systems
Category 2: Corporate Challenge Opening Ceremonies – Onstage Systems
Category 3: Family 4th Celebration – Mesmeric Entertainment
Category 4: Cottonwood Art Festival – Mesmeric Entertainment
Category 5: Huffhines Harvest Fest – Mesmeric Entertainment

The award of these contracts are based on best value criteria as provided in Texas Local Government Code Section 252.04. This allows the City to award the contracts to the bidders who provide the services specified in the solicitation at the best value to the City. Bids were evaluated on the following criteria specified in the solicitation:

- Price – (40%)
- The quality of the bidder's services and the extent to which they meet the City's needs – (30%)
- Information and comments received from reference – (30%)

The term of the contracts are 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 these contracts allow the city to utilize sound, stage, and production services as the requirements and needs of the city arise on an annual basis and during any subsequent

Page 2, Bid 12-24 Award Recommendation Memo

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.

City staff estimates annual expenditures to be \$380,374. Funding is available in the Operating Budget for each festival.

The bid was advertised in *The Dallas Morning News* on October 23 & 30, 2023 and posted on Periscope. A total of 6,130 electronic solicitations were distributed and twenty-three (23) vendors viewed the bid. A pre-bid conference was held online via Webex on October 31, 2023, and four (4) bids were received.

Concur:



Anita Cothran

ATTACHMENTS



RICHARDSON, TX®

PARKS & RECREATION

MEMO

TO: Ally Dobbins, Purchasing Manager

FROM: Spencer Doyle, Assistant Director, Recreation & Events

DATE: January 11, 2024

SUBJECT: Award of Annual Requirements Contract for Sound, Stage and Festival Production Services Bid No. 12-24

A total of four (4) bids were received for the Sound, Stage and Festival Production Services Bid. An evaluation committee consisting of members from Community Events and the Parks and Recreation Department evaluated the bids based on experience and qualifications, ability to provide the services outlined in the bid specifications, references, and pricing. One vendor only bid on one item and one vendor was not qualified based on festival production services based on references provided. We recommend awarding the categories based on the vendors that provide the best value and pricing to the City as follows:

Category 1 : Wildflower! Arts & Music Festival - Onstage Systems
Category 2: Corporate Challenge Opening Ceremonies - Onstage Systems
Category 3: Family 4th Celebration - Mesmeric Entertainment
Category 4: Cottonwood Art Festival - Mesmeric Entertainment
Category 5: Huffhines Harvest Fest - Mesmeric Entertainment

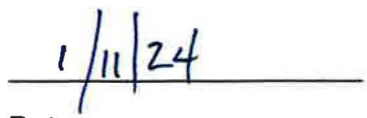
The City of Richardson has contracted staging for 32 years for events. Having a professional specialized service provider reduces overall liability concerns and ensures a high quality safe product. Staging and production includes:
Wildflower – Gate entryways, four stages, sound and backline for the various stages plus indoors for the Eisemann Center.
Family 4th Fest – One stage.
Cottonwood Fall and Spring – Two stages and sound support.
Huffhines Harvest Fest – One stage plus sound support.

It is estimated that the City of Richardson will spend approximately \$380,374 annually for this contract. This annual contract shall have the option to renew for four (4) additional one (1) year periods. Funding for these contracts will come from the following accounts:

Wildflower! Arts & Music Festival: 0110-02-14-720-000-585982
Corporate Challenge Opening Ceremonies: 0110-30-40-720-00-585986
Family 4th Celebration: 0110-02-14-720-000-585982
Cottonwood Art Festival: 0110-02-14-720-000-655986
Huffhines Harvest Fest: 0110-02-14-720-000-585984



Spencer Doyle, Asst. Director, Recreation & Events



Date

cc: Yvonne Falgout, Director of Parks and Recreation

BID NUMBER: 12-24
 DATE OPENED: 11/15/23

BEST VALUE
ARC: SOUND, STAGE AND FESTIVAL PRODUCTION SERVICES

Line Item	Description	QTY	UOM	IN DEPTH EVENTS		ONSTAGE SYSTEMS		MESMERIC ENTERTAINMENT		GOVISION	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
CATEGORY 1 - WILDFLOWER! FESTIVAL											
Amphitheater Stage											
1.1	Stage - Amphitheater Stage	1	EA	\$42,000.00	\$42,000.00	\$55,000.00	\$55,000.00	\$75,024.00	\$75,024.00	NO BID	-
1.2	Sound Equipment - Amphitheater Stage	1	EA	\$31,500.00	\$31,500.00	\$38,000.00	\$38,000.00	\$65,228.00	\$65,228.00	NO BID	-
1.3	Lighting - Amphitheater Stage	1	EA	\$26,250.00	\$26,250.00	\$28,000.00	\$28,000.00	\$31,602.00	\$31,602.00	NO BID	-
1.4	LED Screens - Amphitheater Stage	1	EA	\$57,750.00	\$57,750.00	\$35,000.00	\$35,000.00	\$29,762.00	\$29,762.00	NO BID	-
1.5	Video Camera Platforms-Amphitheater Stage	1	EA	\$315.00	\$315.00	\$750.00	\$750.00	\$17,500.00	\$17,500.00	NO BID	-
Plaza Stage											
1.6	Stage - Plaza Stage	1	EA	\$21,000.00	\$21,000.00	\$17,000.00	\$17,000.00	\$18,690.00	\$18,690.00	NO BID	-
1.7	Sound Equipment - Plaza Stage	1	EA	\$8,400.00	\$8,400.00	\$30,000.00	\$30,000.00	\$33,367.00	\$33,367.00	NO BID	-
1.8	Lighting - Plaza Stage	1	EA	\$6,300.00	\$6,300.00	\$16,000.00	\$16,000.00	\$24,575.00	\$24,575.00	NO BID	-
1.9	LED Screens - Plaza Stage	1	EA	\$21,000.00	\$21,000.00	\$12,550.00	\$12,550.00	\$12,746.00	\$12,746.00	NO BID	-
1.10	Video Platforms-Plaza Stage	1	EA	\$315.00	\$315.00	\$400.00	\$400.00	\$8,150.00	\$8,150.00	NO BID	-
CityLine Stage											
1.11	Sound Equipment - CityLine Stage	1	EA	\$3,675.00	\$3,675.00	\$4,000.00	\$4,000.00	\$900.00	\$900.00	NO BID	-
1.12	Lighting - CityLine Stage	1	EA	\$1,575.00	\$1,575.00	\$2,000.00	\$2,000.00	\$100.00	\$100.00	NO BID	-
Karbach Stage											
1.13	Sound Equipment - Karbach Stage	1	EA	\$2,625.00	\$2,625.00	\$4,800.00	\$4,800.00	\$5,852.50	\$5,852.50	NO BID	-
1.14	Lighting - Karbach Stage	1	EA	\$2,100.00	\$2,100.00	\$3,750.00	\$3,750.00	\$3,150.00	\$3,150.00	NO BID	-
1.15	LED Screen and Platform for Craft Beer Garden	1	EA	\$5,250.00	\$5,250.00	\$8,500.00	\$8,500.00	\$4,750.00	\$4,750.00	\$200.00	\$200.00
Personnel											
1.16	Stagehand (per hour)	864	HR	\$35.00	\$30,240.00	\$41.00	\$35,424.00	\$35.00	\$30,240.00	NO BID	-
1.17	Backline Technician (per hour)	108	HR	\$65.00	\$7,020.00	\$65.00	\$7,020.00	\$40.00	\$4,320.00	NO BID	-
1.18	Production Manager (per hour)	54	HR	\$65.00	\$3,510.00	\$90.00	\$4,860.00	\$65.00	\$3,510.00	NO BID	-
1.19	Sound Technician/Engineer (daily rate)	3	DAY	\$600.00	\$1,800.00	\$750.00	\$2,250.00	\$600.00	\$1,800.00	NO BID	-
1.20	Lighting Designer (daily rate)	3	DAY	\$600.00	\$1,800.00	\$750.00	\$2,250.00	\$600.00	\$1,800.00	NO BID	-
1.21	Stage Manager (daily rate)	3	DAY	\$600.00	\$1,800.00	\$750.00	\$2,250.00	\$600.00	\$1,800.00	NO BID	-
Misc. Structures											
1.22	Entrance Arch Gateways	1	EA	\$2,625.00	\$2,625.00	\$17,000.00	\$17,000.00	\$24,000.00	\$24,000.00	NO BID	-
SUBTOTAL FOR CATEGORY 1 - WILDFLOWER! FESTIVAL					\$278,850.00		\$326,804.00		\$398,866.50		
CATEGORY 2 - CORPORATE CHALLENGE OPENING CEREMONY											
2.1	Stage	1	EA	\$1,050.00	\$1,050.00	\$400.00	\$400.00	\$900.00	\$900.00	NO BID	-
2.2	Sound Equipment	1	EA	\$1,050.00	\$1,050.00	\$3,700.00	\$3,700.00	\$3,500.00	\$3,500.00	NO BID	-
2.3	Lighting	1	EA	\$525.00	\$525.00	NO BID	NO BID	NO BID	NO BID	NO BID	-
2.4	Labor to include stage manager, sound engineer, staff to load in and strike	14	HR	\$165.00	\$2,310.00	\$123.00	\$1,722.00	\$50.00	\$700.00	NO BID	-
SUBTOTAL FOR CATEGORY 2 - CORPORATE CHALLENGE OPENING CEREMONY					\$4,935.00		\$5,822.00		\$5,100.00		
CATEGORY 3 - FAMILY 4TH CELEBRATION											
3.1	Stage	1	EA	\$26,250.00	\$26,250.00	\$10,150.00	\$10,150.00	\$16,355.00	\$16,355.00	NO BID	-
3.2	Sound Equipment	1	EA	\$21,000.00	\$21,000.00	\$8,625.00	\$8,625.00	\$8,835.00	\$8,835.00	NO BID	-
3.3	Lighting	1	EA	\$15,750.00	\$15,750.00	\$6,000.00	\$6,000.00	\$2,305.00	\$2,305.00	NO BID	-
3.4	Labor to include stage manager, sound engineer, staff to load in and strike	28	HR	\$165.00	\$4,620.00	\$687.00	\$19,236.00	\$75.00	\$2,100.00	NO BID	-
SUBTOTAL FOR CATEGORY 3 - FAMILY 4TH CELEBRATION					\$67,620.00		\$44,011.00		\$29,595.00		
CATEGORY 4 - COTTONWOOD ART FESTIVAL											
4.1	Courtyard Stage	1	EA	\$2,100.00	\$2,100.00	NO BID	-	\$7,220.00	\$7,220.00	NO BID	-
4.2	Sound Equipment	1	EA	\$1,575.00	\$1,575.00	NO BID	-	\$3,072.00	\$3,072.00	NO BID	-
4.3	Lighting	1	EA	\$1,575.00	\$1,575.00	NO BID	-	\$900.00	\$900.00	NO BID	-
4.5	Labor to include stage manager, sound engineer, staff to load in and strike	42	HR	\$165.00	\$6,930.00	NO BID	-	\$50.00	\$2,100.00	NO BID	-
SUBTOTAL FOR CATEGORY 4 - COTTONWOOD ART FESTIVAL					\$12,180.00		-		\$13,292.00		
CATEGORY 5 - HUFFHINES ARVEST FEST											
5.1	Stage	1	EA	\$1,050.00	\$1,050.00	NO BID	-	NO BID	NO BID	NO BID	-
5.2	Sound Equipment	1	EA	\$1,050.00	\$1,050.00	NO BID	-	\$1,940.00	\$1,940.00	NO BID	-
5.3	Lighting	1	EA	\$1,050.00	\$1,050.00	NO BID	-	\$671.00	\$671.00	NO BID	-
5.4	Labor to include stage manager, sound engineer, staff to load in and strike	50	HR	\$165.00	\$8,250.00	NO BID	-	\$45.00	\$2,250.00	NO BID	-
SUBTOTAL FOR CATEGORY 5 - HUFFHINES ARVEST FEST					\$11,400.00		-		\$4,861.00		
CATEGORY 7-Percentage Markup for Items not listed											
7.1	Percentage Markup for sound equipment not listed	1	%	0%	0%	0%	0%	NO BID	-	NO BID	-
7.2	Percentage Markup for lighting not listed	1	%	0%	0%	0%	0%	NO BID	-	NO BID	-
7.2	Percentage Markup for Items not listed for Video Camera Platforms	1	%	0%	0%	0%	0%	NO BID	-	NO BID	-
SUBTOTAL FOR CATEGORY 7-Percentage Markup for Items not listed					\$374,985.00		\$376,637.00		\$451,714.50	\$ 200.00	\$ 200.00



RICHARDSON®
T E X A S

MEMO

DATE: January 12, 2024
TO: Anita Cothran – Director of Finance
FROM: Ally Dobbins – Purchasing Manager *AD TCG*
SUBJECT: Award of Bid #21-24 for Floyd Road Large Valve Improvement to M-Co Construction, Inc. in the amount of \$280,442, which includes Alternate #1

Proposed Date of Award: January 22, 2024

I concur with the recommendation of Jim Dulac – Director of Engineering and Capital Projects, and request permission to award a contract to the lowest responsible bidder, M-Co Construction, Inc. for the above referenced project in the amount of \$280,442 as outlined in the attached memo.

Funding is from Water & Sewer C.O. funds.

The bid was advertised in *The Dallas Morning News* on November 20 & 27, and December 4, 2023 and posted on Periscope. A total of forty-five (45) vendors viewed the bid. A pre-bid conference was held online via Cisco Webex on December 7, 2023, and two (2) bids were received.

Concur:

Anita Cothran
Anita Cothran



ATTACHMENTS



RICHARDSON

TEXAS

MEMO

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 for Floyd Road Large Valve Improvement, Bid No. 21-24
COUNCIL DATE: January 22, 2024
DATE: January 9, 2024

ACTION REQUESTED:

Council to consider contract award to M-Co Construction, Inc. for the construction of Floyd Road Large Valve Improvement, in the amount of \$280,442.00.

Base Bid:	\$ 245,842.00
<u>Alternate Bid:</u>	<u>\$ 34,600.00</u>
Total Award (Base Bid plus Alternate Bid):	\$ 280,442.00

BACKGROUND INFORMATION:

Floyd Road Large Valve Improvement Project calls for the replacement of existing 20-inch gate valve including trenching, fittings, piping, and welding; installation of two temporary shut-off valves; pavement repairs; and related appurtenances. The existing valve is in poor condition and needs replacement to improve water supply reliability for the surrounding neighborhood and school. The alternate bid will provide a bypass option to help minimize disruptions of service to system operations during construction.

On 12/20/2023, the Engineering and Capital Projects Department received and opened four bids for the Floyd Road Large Improvement Project. Two of the base bids received were within budget. The attached bid tabulation certifies the lowest responsive bid was submitted by M-Co Construction, Inc. in the amount of \$280,442.00. City staff recommends awarding contract to M-Co Construction, Inc. for both the base bid and alternate bid in the amount of \$280,442.00.

FUNDING:

Funding is from Water & Sewer C.O. Funds

SCHEDULE:

Construction is expected to start early March 2024, and be complete by late March 2024

Attachments: Bid Tabulation
Project Map



FLOYD ROAD LARGE VALVE IMPROVEMENT - BID No. 21-24
Construction Budget - \$300,000
Engineers Estimate - \$260,000

Item	Description	Unit	Est. Qty.	M-Co Construction, Inc.		Texas Standard Construction		Canary Construction, Inc.		Atkins Bros Equip Co. Inc.		Averages	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Mobilization, bonds, insurance	LS	1	\$10,000.00	\$ 10,000.00	\$ 49,500.00	\$ 49,500.00	\$ 21,000.00	\$ 21,000.00	\$2,000.00	\$ 2,000.00	\$20,625.00	\$20,625.00
2	Construction barricading/signing/traffic control	LS	1	\$5,000.00	\$ 5,000.00	\$ 7,350.00	\$ 7,350.00	\$ 24,000.00	\$ 24,000.00	\$15,000.00	\$ 15,000.00	\$12,837.50	\$12,837.50
3	Erosion control implementation	LS	1	\$3,900.00	\$ 3,900.00	\$ 2,250.00	\$ 2,250.00	\$ 2,200.00	\$ 2,200.00	\$1,000.00	\$ 1,000.00	\$2,337.50	\$2,337.50
4	Control of water	LS	1	\$8,180.00	\$ 8,180.00	\$ 8,725.00	\$ 8,725.00	\$ 6,500.00	\$ 6,500.00	\$10,000.00	\$ 10,000.00	\$8,351.25	\$8,351.25
5	Concrete pavement saw-cut / removal and disposal (variable depth)	SY	40	\$163.00	\$ 6,520.00	\$ 175.00	\$ 7,000.00	\$ 550.00	\$ 22,000.00	\$400.00	\$ 16,000.00	\$322.00	\$12,880.00
6	10-12' Unclassified excavation, including trench safety	CY	157	\$76.00	\$ 11,932.00	\$ 210.00	\$ 32,970.00	\$ 400.00	\$ 62,800.00	\$80.00	\$ 12,560.00	\$191.50	\$30,065.50
7	Furnish and install line stop at 20" RCCP. Includes thrust block, removal, and incidentals.	EA	1	\$55,800.00	\$ 55,800.00	\$ 35,287.00	\$ 35,287.00	\$ 56,000.00	\$ 56,000.00	\$200,000.00	\$ 200,000.00	\$86,771.75	\$86,771.75
8	Remove / dispose existing 20" valve, bypass, and 20" RCCP	LS	1	\$8,640.00	\$ 8,640.00	\$ 14,750.00	\$ 14,750.00	\$ 6,500.00	\$ 6,500.00	\$10,000.00	\$ 10,000.00	\$9,972.50	\$9,972.50
9	Furnish and install 20" adapter, cement mortar lined & epoxy coated. Includes concrete support block, embedment, and incidentals.	EA	2	\$11,400.00	\$ 22,800.00	\$ 13,965.00	\$ 27,930.00	\$ 12,000.00	\$ 24,000.00	\$30,000.00	\$ 60,000.00	\$16,841.25	\$33,682.50
10	Furnish 20" butt strap	EA	2	\$7,200.00	\$ 14,400.00	\$ 750.00	\$ 1,500.00	\$ 5,000.00	\$ 10,000.00	\$15,000.00	\$ 30,000.00	\$6,987.50	\$13,975.00
11	Install 20" butt strap. Includes welding, mortar, and incidentals.	EA	2	\$12,600.00	\$ 25,200.00	\$ 1,195.00	\$ 2,390.00	\$ 22,000.00	\$ 44,000.00	\$50,000.00	\$ 100,000.00	\$21,448.75	\$42,897.50
12	Furnish and install 20" resilient gate valve. Includes concrete support block, embedment, and incidentals.	EA	1	\$42,600.00	\$ 42,600.00	\$ 69,850.00	\$ 69,850.00	\$ 150,000.00	\$ 150,000.00	\$75,000.00	\$ 75,000.00	\$84,362.50	\$84,362.50
13	Furnish and install valve box on gate valve	EA	1	\$270.00	\$ 270.00	\$ 2,800.00	\$ 2,800.00	\$ 1,500.00	\$ 1,500.00	\$1,000.00	\$ 1,000.00	\$1,392.50	\$1,392.50
14	Furnish and install 8" Class "K" high-early reinforced concrete pavement	SY	40	\$390.00	\$ 15,600.00	\$ 437.00	\$ 17,480.00	\$ 500.00	\$ 20,000.00	\$1,200.00	\$ 48,000.00	\$631.75	\$25,270.00
15	Construction Contingency	LS	1	\$15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$15,000.00	\$ 15,000.00	\$15,000.00	\$15,000.00
TOTAL BASE BID:					\$ 245,842.00		\$ 294,782.00		\$ 465,500.00		\$ 595,560.00		\$400,421.00
BID ALTERNATE #1													
1	Furnish and install 2 line stops with bypass at 20" RCCP. Includes thrust block, piping, removal, and incidentals.	LS	1	\$90,400.00	\$ 90,400.00	\$ 65,490.00	\$ 65,490.00	\$ 195,000.00	\$ 195,000.00	\$350,000.00	\$ 350,000.00	\$175,222.50	\$175,222.50
2	Delete Base Bid Item 7 (Furnish and install line stop at 20" RCCP. Includes thrust block and incidentals.)	EA	1	-\$55,800.00	\$ (55,800.00)	\$ (35,287.00)	\$ (35,287.00)	\$ (56,000.00)	\$ (56,000.00)	\$175,000.00	\$ 175,000.00	\$6,978.25	\$6,978.25
TOTAL ALTERNATE #1:					\$ 34,600.00		\$ 30,203.00		\$ 139,000.00		\$ 525,000.00		\$182,200.75
TOTAL BASE + ALTERNATE BIDS:					\$ 280,442.00		\$ 324,985.00		\$ 604,500.00		\$ 1,120,560.00		
CONTRACTOR'S SUBMITTED BID TOTALS:					SAME		SAME		SAME		\$ 1,138,560.00		

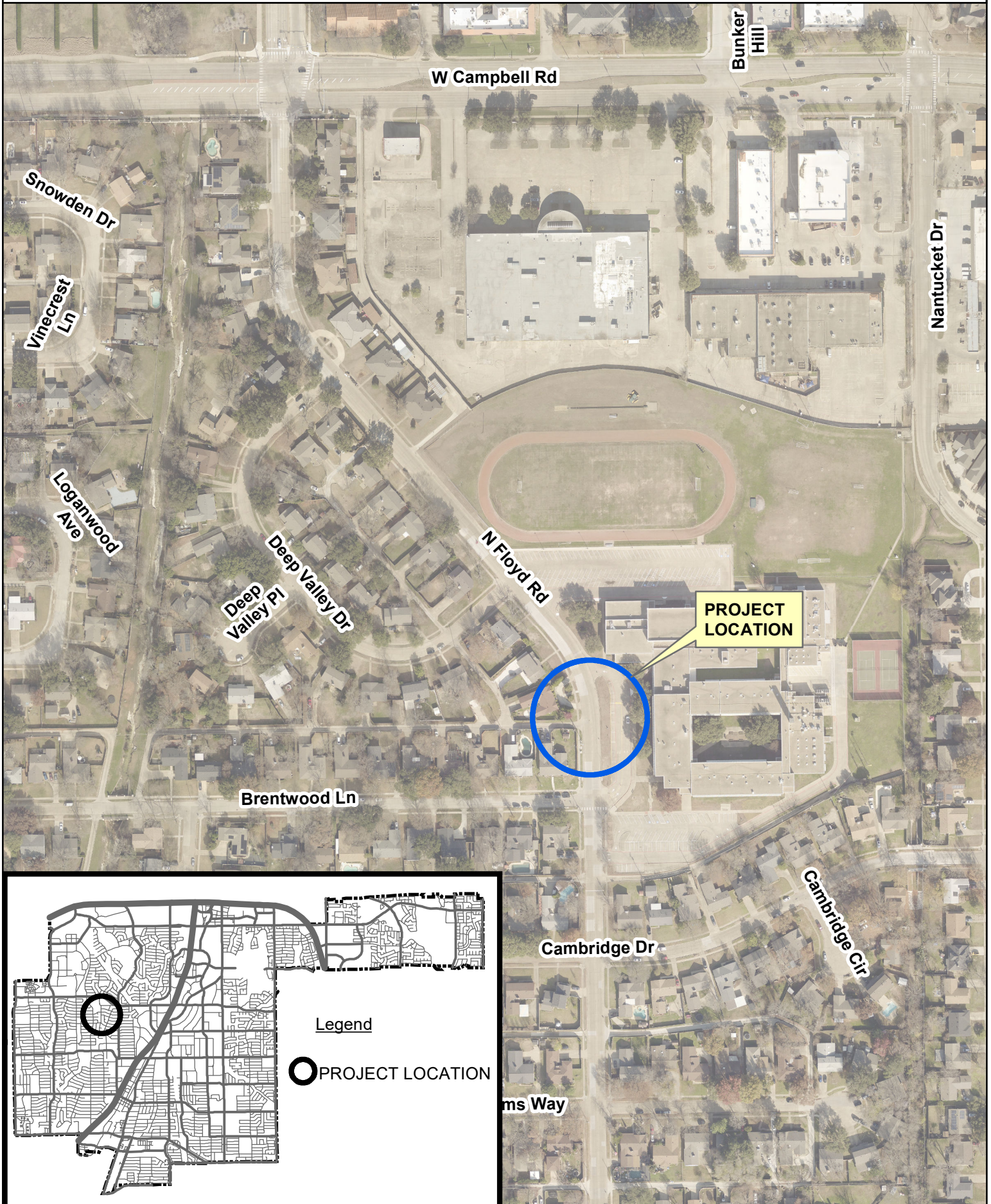
Approved By:



 Jim Dulac, Director of Engineering & Capital Projects

January 8, 2024

FLOYD ROAD LARGE VALVE IMPROVEMENT - BID NO. 21-24



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T E X A S

MEMO

DATE: January 12, 2024
TO: Anita Cothran – Director of Finance
FROM: Ally Dobbins – Purchasing Manager *AD TEG*
SUBJECT: Award of Bid #22-24 for 2021 Bond Alley Group 4 Wake Drive & Baylor Drive Alleys Paving & Sanitary Sewer Improvements to Candor Builder, LLC in the amount of \$686,924

Proposed Date of Award: January 22, 2024

I concur with the recommendation of Jim Dulac – Director of Engineering and Capital Projects, and request permission to award a contract to the lowest responsible bidder, Candor Builder, LLC for the above referenced project in the amount of \$686,924 as outlined in the attached memo.

Funding is from 2021 General Obligation Bond fund.

The bid was advertised in *The Dallas Morning News* on November 13, 20 & 27, 2023 and posted on Periscope. A total of 21,842 electronic solicitations were distributed and forty-three (43) vendors viewed the bid. A pre-bid conference was held online via Cisco Webex on November 28, 2023, and four (4) bids were received.

Concur:

Anita Cothran
Anita Cothran



ATTACHMENTS



RICHARDSON

T E X A S

MEMO

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 2021 Bond Alley Group 4 Wake Drive & Baylor Drive Alleys Paving & Sanitary Sewer Improvements, Bid No. 22-24

COUNCIL DATE: January 22, 2024

DATE: January 9, 2024

ACTION REQUESTED:

Council to consider contract award to Candor Builder, LLC for the construction of Bond Alley Group 4 Reconstruction Project, in the amount of \$686,924.00.

Base Bid: \$686,924.00
Total Award: \$686,924.00

BACKGROUND INFORMATION:

The 2021 Bond Alley Group 4 Reconstruction project is part of the 2021 Bond Program. The project is part of the City Council's continued focus on maintaining and improving our infrastructure to meet our community's needs. The project scope includes the replacement of approximately 1,900 square yards of alley pavement, 300 square yards of sidewalk and driveway approach pavement, and 1,000 linear feet of 8-inch sanitary sewer.

On 12/13/2023, the Engineering and Capital Projects Department received and opened five (5) bids with the lowest responsive bid being within budget and submitted by Candor Builder, LLC, in the amount of \$686,924.00. The City awarded a similar project to Candor Builder, LLC, in August 2023 and has been impressed with the work performed so far. For these reasons, City staff recommends awarding the contract to Candor Builder, LLC, in the amount of \$686,924.00.

FUNDING:

Funding is from 2021 General Obligation Bond funds.

SCHEDULE:

Construction is expected to start in February 2024, and be complete by June 2024.

Attachments: Bid Tabulation
Project Map



PROJECT NAME & BID No. 2021 Bond Alley Group 4 Wake Drive & Baylor Drive Alleys Paving & Sanitary Sewer Improvements 22-24
Engineers Estimate - \$692,931.00

Item	Description	Unit	Est. Qty.	Candor		Muniz		Rumsey		Canary		Axis		Averages	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	MOBILIZATION, BONDS AND INSURANCE	LS	1.00	\$74,160.00	\$ 74,160.00	\$ 40,000.00	\$ 40,000.00	\$ 99,000.00	\$ 99,000.00	\$49,000.00	\$ 49,000.00	\$136,300.00	\$ 136,300.00	\$79,692.00	\$79,692.00
2	FURNISH & INSTALL CAPITAL IMPROVEMENT SIGN	EA	2.00	\$803.00	\$ 1,606.00	\$ 1,500.00	\$ 3,000.00	\$ 350.00	\$ 700.00	\$1,500.00	\$ 3,000.00	\$1,500.00	\$ 3,000.00	\$1,130.60	\$2,261.20
3	FURNISH, MAINTAIN, AND REMOVE EROSION CONTROL DEVICES	LS	1.00	\$6,180.00	\$ 6,180.00	\$ 14,000.00	\$ 14,000.00	\$ 22,680.00	\$ 22,680.00	\$5,500.00	\$ 5,500.00	\$5,200.00	\$ 5,200.00	\$10,712.00	\$10,712.00
4	ALL TRAFFIC CONTROL, BARRICADING, & SIGNAGE MEASURES	LS	1.00	\$12,360.00	\$ 12,360.00	\$ 14,000.00	\$ 14,000.00	\$ 3,000.00	\$ 3,000.00	\$5,500.00	\$ 5,500.00	\$25,000.00	\$ 25,000.00	\$11,972.00	\$11,972.00
5	CONSTRUCTION CONTINGENCY	LS	1.00	\$35,000.00	\$ 35,000.00	\$35,000.00	\$ 35,000.00	\$35,000.00	\$ 35,000.00	\$35,000.00	\$ 35,000.00	\$35,000.00	\$ 35,000.00	\$35,000.00	\$35,000.00
6	TREE REMOVAL 12" TO 19" INCLUDING STUMP GRINDING	EA	2.00	\$3,399.00	\$ 6,798.00	\$ 4,000.00	\$ 8,000.00	\$ 1,000.00	\$ 2,000.00	\$3,125.00	\$ 6,250.00	\$5,500.00	\$ 11,000.00	\$3,404.80	\$6,809.60
7	TREE REMOVAL 20" TO 27" INCLUDING STUMP GRINDING	EA	1.00	\$3,708.00	\$ 3,708.00	\$ 5,000.00	\$ 5,000.00	\$ 2,000.00	\$ 2,000.00	\$5,000.00	\$ 5,000.00	\$6,000.00	\$ 6,000.00	\$4,341.60	\$4,341.60
8	TREE REMOVAL 28" & GREATER INCLUDING STUMP GRINDING	EA	1.00	\$4,326.00	\$ 4,326.00	\$ 6,000.00	\$ 6,000.00	\$ 2,500.00	\$ 2,500.00	\$6,250.00	\$ 6,250.00	\$8,000.00	\$ 8,000.00	\$5,415.20	\$5,415.20
9	SAWCUT, REMOVE & DISPOSE OF CONCRETE SIDEWALK PAVEMENT	SY	39.00	\$19.00	\$ 741.00	\$ 15.00	\$ 585.00	\$ 60.00	\$ 2,340.00	\$75.00	\$ 2,925.00	\$24.00	\$ 936.00	\$38.60	\$1,505.40
10	SAWCUT, REMOVE & DISPOSE OF CONCRETE DRIVEWAY PAVEMENT	SY	246.00	\$19.00	\$ 4,674.00	\$ 15.00	\$ 3,690.00	\$ 45.00	\$ 11,070.00	\$85.00	\$ 20,910.00	\$40.00	\$ 9,840.00	\$40.80	\$10,036.80
11	SAWCUT, REMOVE & DISPOSE OF VARIABLE THICKNESS CONCRETE ALLEY OR STREET PAVEMENT W/ OR W/O ASPHALT OVERLAY INCLUDING CURB	SY	1673.00	\$22.00	\$ 36,806.00	\$ 15.00	\$ 25,095.00	\$ 27.00	\$ 45,171.00	\$95.00	\$ 158,935.00	\$60.00	\$ 100,380.00	\$43.80	\$73,277.40
12	UNCLASSIFIED EXCAVATION	CY	172.00	\$35.00	\$ 6,020.00	\$ 15.00	\$ 2,580.00	\$ 90.00	\$ 15,480.00	\$55.00	\$ 9,460.00	\$180.00	\$ 30,960.00	\$75.00	\$12,900.00
13	FURNISH & INSTALL 6" CLASS "C" REINFORCED CONCRETE SIDEWALK	SY	24.00	\$89.00	\$ 2,136.00	\$ 95.00	\$ 2,280.00	\$ 255.00	\$ 6,120.00	\$85.00	\$ 2,040.00	\$150.00	\$ 3,600.00	\$134.80	\$3,235.20
14	FURNISH & INSTALL 4" CLASS "C" REINFORCED CONCRETE SIDEWALK	SY	6.00	\$87.00	\$ 522.00	\$ 75.00	\$ 450.00	\$ 310.00	\$ 1,860.00	\$75.00	\$ 450.00	\$140.00	\$ 840.00	\$137.40	\$824.40
15	FURNISH & INSTALL 5" CLASS "C" 3,600 PSI REINFORCED CONCRETE DRIVEWAY PAVEMENT, INCLUDING SUBGRADE PREPARATION	SY	239.00	\$87.00	\$ 20,793.00	\$ 110.00	\$ 26,290.00	\$ 150.00	\$ 35,850.00	\$85.00	\$ 20,315.00	\$135.00	\$ 32,265.00	\$113.40	\$27,102.60
16	FURNISH & INSTALL 10"-5"-10" CLASS "C" 3,600 PSI REINFORCED CONCRETE ALLEY PAVEMENT AND CURB, INCLUDING SUBGRADE PREPARATION	SY	1908.00	\$112.00	\$ 213,696.00	\$ 110.00	\$ 209,880.00	\$ 150.00	\$ 286,200.00	\$125.00	\$ 238,500.00	\$145.00	\$ 276,660.00	\$128.40	\$244,987.20
17	FURNISH & INSTALL 6" CLASS "C" 3,600 REINFORCED CONCRETE STREET PAVEMENT AND CURB, INCLUDING SUBGRADE PREPARATION	SY	28.00	\$111.00	\$ 3,108.00	\$ 112.00	\$ 3,136.00	\$ 158.00	\$ 4,424.00	\$100.00	\$ 2,800.00	\$135.00	\$ 3,780.00	\$123.20	\$3,449.60
18	FURNISH & INSTALL BLOCK SODDING (MATCH EXISTING)	SY	846.00	\$12.00	\$ 10,152.00	\$ 22.00	\$ 18,612.00	\$ 50.00	\$ 42,300.00	\$20.00	\$ 16,920.00	\$13.95	\$ 11,801.70	\$23.59	\$19,957.14
19	REMOVE & RESET WOOD FENCE	LF	500.00	\$12.00	\$ 6,000.00	\$ 35.00	\$ 17,500.00	\$ 55.00	\$ 27,500.00	\$65.00	\$ 32,500.00	\$60.00	\$ 30,000.00	\$45.40	\$22,700.00
20	REMOVE & REPLACE WOOD FENCE	LF	500.00	\$19.00	\$ 9,500.00	\$ 55.00	\$ 27,500.00	\$ 55.00	\$ 27,500.00	\$75.00	\$ 37,500.00	\$80.00	\$ 40,000.00	\$56.80	\$28,400.00
21	REMOVE & RESET WOOD GATE	EA	10.00	\$618.00	\$ 6,180.00	\$ 2,000.00	\$ 20,000.00	\$ 1,750.00	\$ 17,500.00	\$450.00	\$ 4,500.00	\$2,500.00	\$ 25,000.00	\$1,463.60	\$14,636.00

22	REMOVE & REPLACE WOOD GATE	EA	10.00	\$989.00	\$ 9,890.00	\$ 3,000.00	\$ 30,000.00	\$ 3,000.00	\$ 30,000.00	\$650.00	\$ 6,500.00	\$5,500.00	\$ 55,000.00	\$2,627.80	\$26,278.00
23	REMOVE & RESET CHAINLINK FENCE AND GATE	LF	100.00	\$12.00	\$ 1,200.00	\$ 35.00	\$ 3,500.00	\$ 52.50	\$ 5,250.00	\$75.00	\$ 7,500.00	\$60.00	\$ 6,000.00	\$46.90	\$4,690.00
24	REMOVE & REPLACE CHAINLINK FENCE AND GATE	LF	100.00	\$19.00	\$ 1,900.00	\$ 45.00	\$ 4,500.00	\$ 52.50	\$ 5,250.00	\$85.00	\$ 8,500.00	\$80.00	\$ 8,000.00	\$56.30	\$5,630.00
25	TEMPORARY CONSTRUCTION FENCING	LF	300.00	\$6.00	\$ 1,800.00	\$ 3.00	\$ 4,500.00	\$ 31.50	\$ 9,450.00	\$50.00	\$ 15,000.00	\$10.00	\$ 3,000.00	\$20.10	\$6,750.00
26	REMOVE & DISPOSE EXISTING SANITARY SEWER PIPE	LF	984.00	\$37.00	\$ 36,408.00	\$ 3.00	\$ 2,952.00	\$ 19.95	\$ 19,630.80	\$95.00	\$ 93,480.00	\$20.00	\$ 19,680.00	\$34.99	\$34,430.16
27	REMOVE & DISPOSE EXISTING SANITARY SEWER MANHOLE, FRAME & COVER	EA	2.00	\$618.00	\$ 1,236.00	\$ 2,000.00	\$ 4,000.00	\$ 1,366.05	\$ 2,732.10	\$2,600.00	\$ 5,200.00	\$5,000.00	\$ 10,000.00	\$2,316.81	\$4,633.62
28	REMOVE & DISPOSE EXISTING SANITARY SEWER MAIN LINE CLEANOUT	EA	1.00	\$371.00	\$ 371.00	\$ 1,500.00	\$ 1,500.00	\$ 347.55	\$ 347.55	\$500.00	\$ 500.00	\$500.00	\$ 500.00	\$643.71	\$643.71
29	REMOVE & DISPOSE EXISTING SANITARY SEWER SERVICE, CLEANOUT, BOX & LID	EA	30.00	\$12.00	\$ 360.00	\$ 100.00	\$ 3,000.00	\$ 1,103.55	\$ 33,106.50	\$450.00	\$ 13,500.00	\$500.00	\$ 15,000.00	\$433.11	\$12,993.30
30	FURNISH & INSTALL 8" PVC SDR-35 ASTM D3034 SANITARY SEWER	LF	984.00	\$96.00	\$ 94,464.00	\$ 110.00	\$ 108,240.00	\$ 89.25	\$ 87,822.00	\$135.00	\$ 132,840.00	\$130.00	\$ 127,920.00	\$112.05	\$110,257.20
31	FURNISH & INSTALL 4" SANITARY SEWER SERVICE & CLEANOUT	EA	30.00	\$1,458.00	\$ 43,740.00	\$ 1,800.00	\$ 54,000.00	\$ 2,557.80	\$ 76,734.00	\$2,200.00	\$ 66,000.00	\$900.00	\$ 27,000.00	\$1,783.16	\$53,494.80
32	FURNISH & INSTALL STANDARD 4' SANITARY SEWER MANHOLE, FRAME & COVER	EA	3.00	\$6,427.00	\$ 19,281.00	\$ 15,000.00	\$ 45,000.00	\$ 5,723.55	\$ 17,170.65	\$9,500.00	\$ 28,500.00	\$15,000.00	\$ 45,000.00	\$10,330.11	\$30,990.33
33	TRENCH SAFETY AND SHORING FOR SEWER (INCLUDING TRENCH SAFETY PLAN)	LF	984.00	\$12.00	\$ 11,808.00	\$ 3.00	\$ 2,952.00	\$ 6.30	\$ 6,199.20	\$5.00	\$ 4,920.00	\$20.00	\$ 19,680.00	\$9.26	\$9,111.84
TOTAL BID:					\$ 686,924.00		\$ 746,742.00		\$ 983,887.80		\$ 1,045,695.00		\$ 1,132,342.70		\$919,118.30

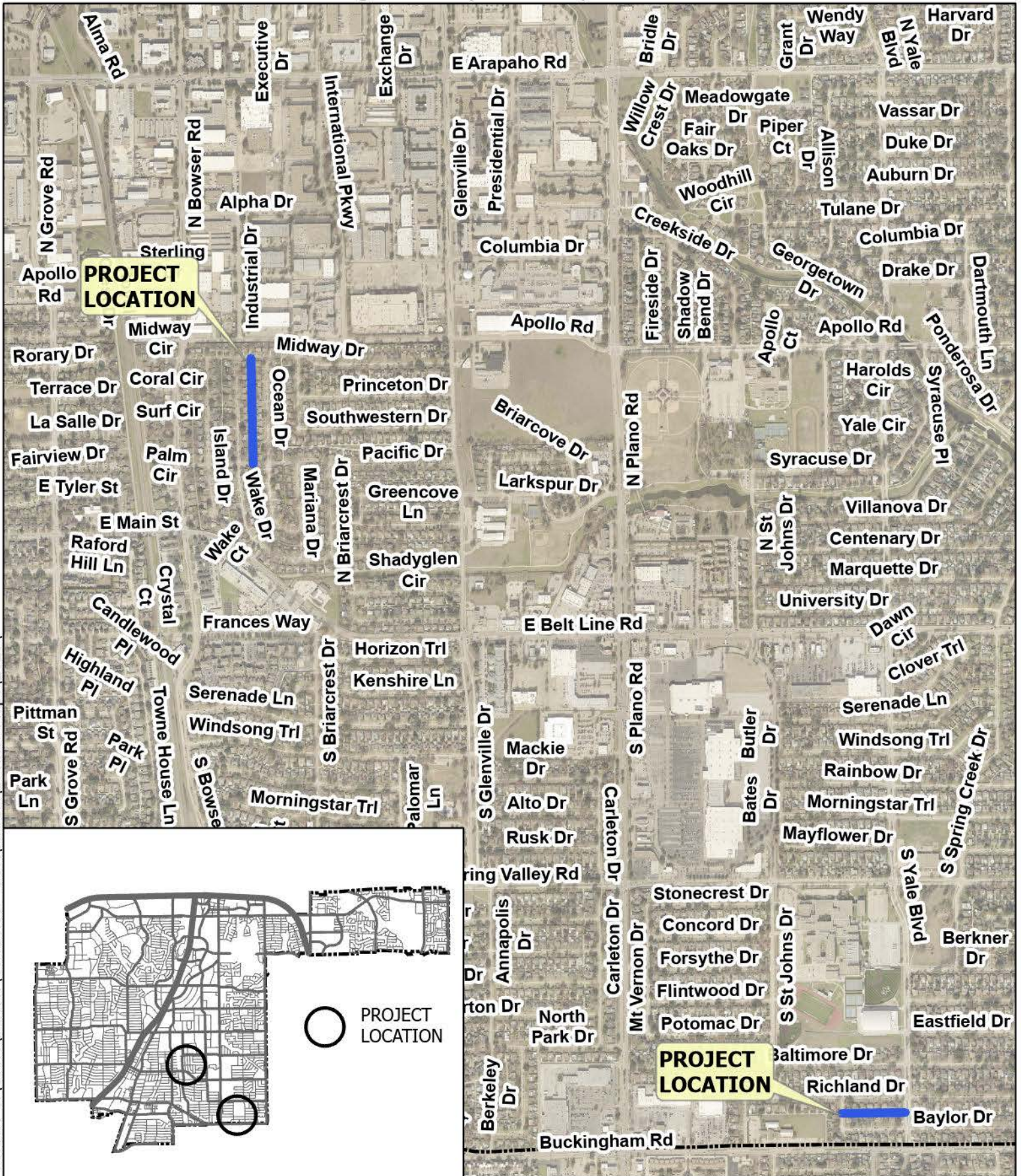
Approved By:



January 8, 2024

Jim Dulac, Director of Engineering & Capital Projects

2021 Bond Alley Group 4
 Wake Dr, & Baylor Dr. Alleys
 Paving & Sanitary Sewer Improvements



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RICHARDSON®
T E X A S

MEMO

DATE: January 12, 2024
TO: Anita Cothran – Director of Finance
FROM: Ally Dobbins – Purchasing Manager *AD TEG*
SUBJECT: Award of Request for Proposal (“RFP”) #702-24 for an Annual Requirements Contract for Wildflower VIP Viewing Platforms to Onstage Systems pursuant to unit pricing

Proposed Date of Award: January 22, 2024

I concur with the recommendation of Spencer Doyle – Assistant Director of Recreation and Events, and request permission to issue an annual requirements contract for Wildflower VIP Viewing Platforms to Onstage Systems, pursuant to the attached unit prices.

The award of this contract was based on best value criteria as provided in Texas Local Government Code Section 252.043. Proposals were evaluated on the following criteria specified in the solicitation:

- Quality of the proposer’s services and the extent to which they meet the City’s needs – (35%)
- Reputation of the proposer and information received from references – (35%)
- Proposal Price – (30%)

One (1) proposal was received. Onstage Systems demonstrated its ability to provide the services specified in the RFP and staff received positive feedback from the references provided.

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 Wildflower VIP Viewing Platforms 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.

City staff estimates annual expenditures to be approximately \$62,000 and funding is provided in the Community Events Operating Budget.

The RFP was advertised in The Dallas Morning News on October 18 & 25, 2023 and posted on Periscope. A total of 12,702 electronic solicitations were distributed and twenty-

seven (27) vendors viewed the RFP. A pre-proposal conference was held on October 26, 2023 and one (1) proposal was received.

Concur:



Anita Cothran

ATTACHMENTS



RICHARDSON, TX[®]

PARKS & RECREATION

MEMO

TO: Ally Dobbins, Purchasing Manager

FROM: Spencer Doyle, Assistant Director, Recreation & Events

DATE: December 19, 2023

SUBJECT: Award of Annual Contract for Wildflower VIP Viewing Platforms Bid No. 702-24

A total of (1) bid was received for the Annual Requirements Contract for Wildflower VIP Viewing Platforms Bid from Onstage Systems. After careful review of the bid by the evaluation committee consisting of Dianna Lawrence, Beverly Halperin and Jonathan Winters, the committee recommends that the contract be issued to Onstage Systems as they provide the best overall value for the City of Richardson.

This recommendation was made based on the cumulative grading that included experience and qualifications, ability to provide the services outlined in the bid specifications, references, and pricing. Onstage Systems met all the requirements and received the highest overall grade. Additionally, their references are very strong, and they are our current provider for Wildflower! VIP Viewing Platforms.

Viewing platforms are used for Wildflower VIP area by the Main stage. This allows the festival to utilize the space needed for VIP seating without creating site damage to landscape. Platforms in 2017 were engineered certified to meet new fire and building code standards.

It is estimated that the City of Richardson will spend approximately \$62,000 annually for this contract. Funding for Community Events purchases will come from the following account. This annual contract shall have the option to renew for four (4) additional one (1) year periods.

Wildflower! Arts & Music Festival: 0110-02-14-720-000-585982

Spencer Doyle

[Spencer Doyle \(Dec 21, 2023 10:18 CST\)](#)

Spencer Doyle, Asst. Director, Recreation & Events

Dec 21, 2023

Date

cc: Yvonne Falgout, Director of Parks and Recreation

		ONSTAGE SYSTEMS
ITEM NO.	TURNKEY PROJECT DESCRIPTION	
1	TOTAL EQUIPMENT: STAGING & RAILING INCLUDE TRUCKING	\$37,612
2	LABOR FOR INSTALL & STRIKE	\$24,388
	TOTAL GROSS PRICE	\$62,000

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 **\$62,000** annually through this contract and will adjust order quantities as needed to meet requirements and stay within budget.