

RICHARDSON CITY COUNCIL
MARCH 11, 2013
7:30 P.M.
CIVIC CENTER/CITY HALL, 411 W. ARAPAHO, RICHARDSON, TX

- 1. INVOCATION – KENDAL HARTLEY**
 - 2. PLEDGE OF ALLEGIANCE: U.S. AND TEXAS FLAGS – KENDAL HARTLEY**
 - 3. MINUTES OF THE FEBRUARY 18, 2013 AND FEBRUARY 25, 2013 MEETINGS**
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4. VISITORS. (THE CITY COUNCIL INVITES CITIZENS TO ADDRESS THE COUNCIL ON ANY TOPIC NOT ALREADY SCHEDULED FOR PUBLIC HEARING. PRIOR TO THE MEETING, PLEASE COMPLETE A "CITY COUNCIL APPEARANCE CARD" AND PRESENT IT TO THE CITY SECRETARY. THE TIME LIMIT IS FIVE MINUTES PER SPEAKER.)
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ALL ITEMS LISTED UNDER ITEM 5 OF THE CONSENT AGENDA ARE CONSIDERED TO BE ROUTINE BY THE CITY COUNCIL AND WILL BE ENACTED BY ONE MOTION IN THE FORM LISTED BELOW. THERE WILL BE NO SEPARATE DISCUSSIONS OF THESE ITEMS. IF DISCUSSION IS DESIRED, THAT ITEM WILL BE REMOVED FROM THE CONSENT AGENDA AND WILL BE CONSIDERED SEPARATELY:

5. CONSENT AGENDA:
 - A. CONSIDER RESOLUTION NO. 13-10, APPROVING THE TERMS AND CONDITIONS OF THE ADVANCE FUNDING AGREEMENT FOR THE TRAIL INFRASTRUCTURE/ INTERSECTION IMPROVEMENTS PROJECT, BY AND BETWEEN THE CITY OF RICHARDSON, TEXAS, AND THE STATE OF TEXAS, ACTING BY AND THROUGH THE TEXAS DEPARTMENT OF TRANSPORTATION; AND AUTHORIZING ITS EXECUTION BY THE CITY MANAGER.
 - B. CONSIDER AWARD OF THE FOLLOWING BIDS:
 1. BID #25-13 – WE REQUEST AUTHORIZATION TO ISSUE AN ANNUAL REQUIREMENTS CONTRACT TO A NEW DEAL IRRIGATION COMPANY FOR LABOR TO INSTALL IRRIGATION SYSTEMS FOR THE PARKS DEPARTMENT PURSUANT TO UNIT PRICES.
 2. BID #26-13 – WE RECOMMEND THE AWARD TO MUNIZ CONSTRUCTION, INC., FOR THE 2010 ALLEY RECONSTRUCTION PHASE II WITH SANITARY SEWER REPLACEMENT (GREENLEAF/RIDGEDALE/LOCKWOOD) IN THE AMOUNT OF \$733,369.
 3. BID #29-13 – WE RECOMMEND THE AWARD TO DALLAS BACKUP, INC. DBA ONSTAGE SYSTEMS FOR THE STAGES, LIGHTING, SOUND, BACKLINE, MISCELLANEOUS STRUCTURES & STAGE PERSONNEL FOR CITY FESTIVALS IN THE AMOUNT OF \$172,972.
 4. BID #31-13 – WE REQUEST AUTHORIZATION TO ISSUE AN ANNUAL REQUIREMENTS CONTRACT TO ENVIROTEK USA, LLC AND REAL ESTATE RESTORATION FOR GRAFFITI REMOVAL, WALL WASHING & PAINTING FOR COMMUNITY SERVICES PURSUANT TO UNIT PRICES.
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THE RICHARDSON CITY COUNCIL WILL MEET AT 5:30 P.M. ON MONDAY, MARCH 11, 2013, IN THE RICHARDSON ROOM OF THE CIVIC CENTER/CITY HALL, 411 W. ARAPAHO, RICHARDSON, TEXAS. AS AUTHORIZED BY SECTION 551.071(2) OF THE TEXAS GOVERNMENT CODE, THIS MEETING MAY BE CONVENED INTO CLOSED EXECUTIVE SESSION FOR THE PURPOSE OF SEEKING CONFIDENTIAL LEGAL ADVICE FROM THE CITY ATTORNEY ON ANY AGENDA ITEM LISTED HEREIN. THIS BUILDING IS WHEELCHAIR ACCESSIBLE. ANY REQUESTS FOR SIGN INTERPRETIVE SERVICES MUST BE MADE 48 HOURS AHEAD OF THE MEETING. TO MAKE ARRANGEMENTS, CALL (972) 744-4100 OR (972) 744-4001.

WORK SESSION – 6:00 P.M.:

- Call to Order
- A. Review and Discuss Items Listed on the City Council Meeting Agenda
- B. Review and Discuss the LBJ Express Project
- C. Review and Discuss the US 75 Corridor Study
- D. Review and Discuss the Construction of the New Heights Recreation Center and Heights Family Aquatic Center
- E. Report on Items of Community Interest

EXECUTIVE SESSION

- In compliance with Section 551.074 of the Texas Government Code, Council will convene into a closed session to discuss the following:
 - Personnel
 - Boards and Commissions
 - Zoning Board of Adjustment/Building & Standards Commission
- Council will reconvene into open session, and take action, if any, on matters discussed in executive session.

I CERTIFY THE ABOVE AGENDA WAS POSTED ON THE BULLETIN BOARD AT THE CIVIC CENTER/CITY HALL ON FRIDAY, MARCH 8, 2013, BY 5:00 P.M.

CITY SECRETARY

MINUTES
RICHARDSON CITY COUNCIL
WORK SESSION
MONDAY, FEBRUARY 18, 2013

WORK SESSION – 6:00 P.M.:

- **Call to Order**

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

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

The following staff members were also present:

Dan Johnson	City Manager
David Morgan	Deputy City Manager
Cliff Miller	Assistant City Manager Development Services
Don Magner	Assistant City Manager Community Services
Shanna Sims-Bradish	Assistant City Manager Admin/Leisure Services
Samantha Woodmancy	Management Analyst
Aimee Nemer	City Secretary
Steve Spanos	Director of Engineering
Jim Lockhart	Assistant Director of Engineering
Mick Massey	Director of Parks and Recreation

A. Visitors

The following visitors addressed Council speaking in favor of Option 1 – Buyer Incentive Program regarding Item D.

Janet DePuy
Yeni Gutierrez
Marilyn Frederick
Patti Glenn

B. Review and Discuss Screening Wall Maintenance Considerations

Jim Lockhart, Assistant Director of Engineering, reviewed this item with Council stating that this review is one of the Council's 2011-2013 Near Term Action items; to complete an analysis of the condition of screening walls in the City and develop a rating system to assist with future Capital Improvement efforts.

Mr. Lockhart provided an update on the condition of screening walls throughout the City and future capital planning options as well as a review of the screening wall maintenance plan options.

Mr. Lockhart reviewed the next steps explaining that a contract for graffiti abatement would be presented to Council for approval on March 25th, staff will implement the FY2012-2013 Routine Maintenance Plan in April, staff will evaluate repair funding strategies for consideration during the FY2013-2014 budget process, and add the walls ready for reconstruction to the Capital Projects database for future funding considerations.

C. Review and Discuss Neighborhood Stabilization Program Alternatives

Assistant City Manager, Don Magner, reviewed this item with Council explaining that this is a Near Term Council Action Item; to evaluate programs to address neighborhood decline issues to stabilize the overall health of the neighborhood. Mr. Magner presented three program options:

1. Neighborhood stabilization through a home buyer incentive program

Goals

- Encourage the transition of rental property to owner occupied property
- Encourage reinvestment in areas that are not experiencing as much investment as other similar areas
- Attract professionals from key businesses and institutional partners to areas that they may not otherwise consider

Program Highlights

- Provide employees of key businesses and institutional partners that purchase a residential property zoned single family on targeted blocks with up to \$10,000 in reimbursements for qualified home improvement projects.
- A qualified home improvement project is defined as one or more additions, remodels or other similar modifications to an existing home that occur simultaneously.
 - Same parameters as the Home Improvement Incentive Program

Summary of Data

- There are 1,837 blocks within the City of Richardson
 - 1,092 blocks have ten or less homes
 - 178 blocks have an average appraised value of less than \$125,000

Possible Targeting Strategy

- Eliminate blocks in areas that are viewed as redevelopment opportunities
- Select one block from each neighborhood represented in the list
- Select the block with the highest percentage of rental homes
 - Approximately 300 total homes eligible
 - Approximately 80 rental properties

Possible Participants

- Eligible participants could include Richardson's top employers
- Emphasis could be placed on:
 - High Tech Businesses
 - Institutional Partners

Program Considerations

- City's contribution could spark additional investment on the targeted block
- Strategy has the potential to reduce rental property
- May attract professionals to blocks that otherwise would be considered unattractive
- Impact of program is limited
 - Approximately 300 total homes eligible
 - Approximately 80 rental properties

- 10 projects – current budget
- Success largely dependent on homes being offered for sale on targeted blocks

2. Neighborhood stabilization through a block level planning and action program

Goals

- Demonstrate reinvestment is taking place in the area
- Involve property owners in identifying what is working and not working on the block
- Create action plans on the block level verses the neighborhood level
- Provide resources at the end of the process to implement action items
- Make a significant, visible impact immediately
- Maximize funding by utilizing volunteers and other community partners to accomplish more with less

Program Description

- Similar to the prior Neighborhood Assessment Program
- Neighborhood associations or sub-groups (blocks) could apply to participate.
- Selection could be based on demonstrated commitment as well as other factors such as property value trends, code activity, etc.
- Process could focus on identifying strengths and weaknesses of a block.
- Process could end with the development of an action plan for making short and long term improvements.

Block by Block Program

- Examples of Types of Reinvestment
 - Exterior improvements to homes
 - Improvements to other outdoor structures, such as accessory buildings, fences, etc.
 - Improvements to infrastructure, such as sidewalks, curbs, etc.
 - Landscaping enhancements, such as trimming overgrown vegetation, removing dead or dying vegetation, etc.
 - Safety improvements, such as posting address numbers
 - Improving general curb appeal, such as replacing old mailboxes

3. Neighborhood stabilization through enhanced maintenance programs

Goals

- Acknowledge private investment follows public investment
- Renewal of public infrastructure shows that the neighborhood is worthy of additional investment
- Demonstrate public investment in the area is being preserved via regularly scheduled maintenance and care
- Make a significant, visible impact immediately

Maintenance Alternatives

- Expand the wall washing / painting program
 - Currently \$40,000 funding for FY 12/13
- Expand street maintenance program
 - Focus on preventative maintenance
- Focus on additional sidewalk enhancements
 - Expand Sidewalk Replacement Program
 - Construct new sidewalks where leave-outs currently exist
- Adopt a bridge rail painting strategy

Council Discussion

After a thorough discussion on the merits of each option, Council determined that more information was needed on all options to determine a long term program.

City Manager Johnson summarized that staff would refine each of the options, provide more detail, and bring back for Council review. He noted that significant progress regarding establishing a program was made with the Council discussion tonight and good feedback was provided to staff.

D. Review and Discuss the Neighborhood Park Trails Program

Mick Massey, Park and Recreation Director, updated Council on this item. He reviewed the status of walking trails in neighborhood parks which were part of the 2010 Bond Program:

- Canyon Creek Park
- Point North Park
- Terrace Park
- Woodhaven Grove Park

Mr. Massey noted that staff would inventory remaining parks that are to be improved with walking trails and prepare for future capital discussions.

E. Report on Items of Community Interest

There were no items of community interest reported.

ADJOURNMENT

With no further business, the meeting was adjourned.

ATTEST:

MAYOR

CITY SECRETARY

MINUTES
RICHARDSON CITY COUNCIL
WORK SESSION AND REGULAR MEETING
MONDAY, FEBRUARY 25, 2013

WORK SESSION – 6:00 P.M.:

- **Call to Order**

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

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

The following staff members were also present:

David Morgan	Deputy City Manager
Cliff Miller	Assistant City Manager Development Services
Don Magner	Assistant City Manager Community Services
Shanna Sims-Bradish	Assistant City Manager Admin/Leisure Services
Samantha Woodmancy	Management Analyst
Aimee Nemer	City Secretary
Mick Massey	Director of Parks and Recreation
Gary Beane	Budget Officer

City Manager Dan Johnson was absent.

A. Review and Discuss Items Listed on the City Council Meeting Agenda

There was no discussion on agenda items.

B. Review and Discuss the Central Trail Project

Mick Massey, Director of Parks and Recreation, reviewed this item for Council giving an update on the Central Trail Project:

Funding

Dallas County \$2.5M

City of Richardson – 2010 Bond Program \$1.4M

Total Funding \$3.9M

Engineering, Landscape Architecture, Testing \$.6M

Construction Budget \$3.3M

Total Project Cost \$3.9M

Trail Status

- The project was bid November 2012

- Construction budget \$3.3M
- Lowest qualified bidder \$3.7M
- Value Engineering (VE) has brought the project within budget
- VE include items such as irrigation systems, landscaping, benches, etc.
- Project ready to award to Ed Bell Construction Company

Regional Tollway Revenue

- Unused Dallas County share of RTR funds from SH 161 became available in 2010.
- After a call for projects, COR was awarded \$600,000 for Central Trail improvements to roadway crossings and upgraded signalization.
- An opportunity to include RTR funding in this project as phase 2, which could result in a change order to the Central Trail project to include:
 - Central Trail connection to the surrounding neighborhoods and businesses
 - Mid block crossings
 - Improved routes to signalized intersections
 - Improved handicapped ramps
 - Could include enhancements to the project
- A North Central Texas Council of Governments project specific agreement could be executed in the near term if the RTR project timing appears to be in favor of adding in the second phase to the Central Trail.

Next Steps

- The Central Trail is an important step in regionalism, community connection, alternate forms of transportation, and increasing recreational opportunities.
- Project is on budget and included on the consent agenda February 25, 2013 City Council Meeting.
- We want to thank Dallas County for supporting Richardson Trails as a valued partner.
- Continue to value engineer this project and seek partners for trail projects for funding, easements, and regional connections.
- Capture RTR funding as an opportunity that could align two projects into one Central Trail focused delivery of upgrades including trail amenities.
- 12 month construction period with an April 2014 delivery date.

C. Review and Discuss the Richardson Economic Development Partnership 2012 Report and 2013 Work Plan

Bill Sproull, President of the Richardson Economic Development Partnership, presented the 2012 Year End Review and 2013 Strategic Plan for the Richardson Economic Development Partnership. He introduced other team members who also helped with the presentation; John Jacobs, Sue Walker, Mike Skelton, Jenny Mizutowicz, and Chip Izard.

REDC Representatives reviewed the 2012 Major Highlights and the 2013 Strategic Plan:

2012 Highlights

- KDC/State Farm Campus & Mixed-Use Development
- State Farm Leases at Galatyn Park
- Methodist Richardson Bush/Renner Campus
- Safety-Kleen HQ relocation

- Genpact, Inogen, Cassidian relocations
- Digital Realty, Polytronix, Stream, Mavenir expansions
- Chinese, Japanese and Scandinavian connections
- Continental Inn down, Alamo Drafthouse Cinema UP!
- UT Dallas - ATEC, Venture Development Center

2013 REDP Strategic Plan

- Recruitment
- Retention
- Entrepreneurship
- Technology Branding
- International
- Redevelopment
- Retail
- Workforce Development
- Recognition/Awards

D. Review and Discuss the 2012 – 2013 First Quarter Financial Report

Gary Beane, Budget Officer, gave a Fund by Fund review of the first quarter of fiscal year 2012-2013 including the General Fund, Water and Sewer Fund, Solid Waste Services Fund, Hotel/Motel Tax Fund, and the Golf Fund.

E. Report on Items of Community Interest

Councilmember Solomon commended both Richardson and Berkner High School for making the Regional 5A Playoffs.

Mr. Solomon also commended Deputy City Manager David Morgan as coach of the SBA Knights who are the divisional champions.

COUNCIL ADJOURNED THE WORK SESSION AND CONVENED THE MEETING

- 1. INVOCATION – LAURA MACZKA**
- 2. PLEDGE OF ALLEGIANCE: U.S. AND TEXAS FLAGS – LAURA MACZKA**
- 3. MINUTES OF THE FEBRUARY 11, 2013 MEETING**

Council Action

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

4. VISITORS

Mr. Jim Wills addressed Council in favor of Resolutions No. 13-08 and 13-09 noting the significant work of the City staff to secure funding for these projects.

Mr. Luke Lukas addressed Council requesting Council to reconsider Ordinance No. 3847. He submitted his comments for the record, attached as Exhibit A to these Minutes.

5. CONSENT AGENDA:

ALL ITEMS LISTED UNDER ITEM 5 OF THE CONSENT AGENDA ARE CONSIDERED TO BE ROUTINE BY THE CITY COUNCIL AND WILL BE ENACTED BY ONE MOTION IN THE FORM LISTED BELOW. THERE WILL BE NO SEPARATE DISCUSSIONS OF THESE ITEMS. IF DISCUSSION IS DESIRED, THAT ITEM WILL BE REMOVED FROM THE CONSENT AGENDA AND WILL BE CONSIDERED SEPARATELY:

A. ADOPTION OF THE FOLLOWING ORDINANCES:

- 1. ORDINANCE NO. 3898, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND ZONING MAP TO GRANT A CHANGE IN ZONING TO GRANT A SPECIAL PERMIT FOR A MOTOR VEHICLE SERVICE STATION WITH SPECIAL CONDITIONS ON A 1.69-ACRE TRACT OF LAND ZONED LR-M(2) LOCAL RETAIL LOCATED AT 3601 N. JUPITER ROAD.**
- 2. ORDINANCE NO. 3899, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND ZONING MAP BY AMENDING AND RESTATING ORDINANCE NO. 3852 BY AMENDING THE SPECIAL CONDITIONS FOR THE RP-1500-M PATIO HOME DEVELOPMENT.**
- 3. ORDINANCE NO. 4000, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND ZONING MAP BY REPEALING ORDINANCE NO. 2635-A, A SPECIAL PERMIT FOR A RESTAURANT WITH DRIVE-THROUGH SERVICE, IN ITS ENTIRETY.**
- 4. ORDINANCE NO. 4001, ADOPTING SUPPLEMENT NO. 21 TO THE CODE OF ORDINANCES, ADOPTED OCTOBER 16, 1992.**

B. CONSIDER THE FOLLOWING RESOLUTIONS:

- 1. RESOLUTION NO. 13-06, APPROVING THE TERMS AND CONDITIONS OF A MASTER INTERLOCAL AGREEMENT PERTAINING TO TRANSPORTATION-RELATED MAINTENANCE, BY AND BETWEEN DALLAS COUNTY AND THE CITY OF RICHARDSON; AND AUTHORIZING ITS EXECUTION BY THE MAYOR.**
- 2. RESOLUTION NO. 13-07, APPROVING THE TERMS AND CONDITIONS OF A PROJECT SPECIFIC AGREEMENT REGARDING CAMPBELL ROAD AND BELT LINE ROAD, SUPPLEMENTAL TO THE MASTER INTERLOCAL AGREEMENT BY AND BETWEEN DALLAS COUNTY, TEXAS, AND THE CITY OF RICHARDSON, TEXAS; AND AUTHORIZING ITS EXECUTION BY THE MAYOR.**
- 3. RESOLUTION NO. 13-08, APPROVING THE TERMS AND CONDITIONS OF ADVANCE FUNDING AGREEMENTS FOR THE ROUTH CREEK PARKWAY PROJECT, THE INFOCOM DRIVE PROJECT, AND THE EAST INFOCOM DRIVE PROJECT, SAID AGREEMENTS BEING BY AND BETWEEN THE CITY OF**

RICHARDSON, TEXAS, AND THE STATE OF TEXAS, ACTING BY AND THROUGH THE TEXAS DEPARTMENT OF TRANSPORTATION; AND AUTHORIZING EXECUTION BY THE CITY MANAGER OF SAID AGREEMENTS.

- 4. RESOLUTION NO. 13-09, PROVIDING A DELEGATION OF AUTHORITY PURSUANT TO TEXAS GOVERNMENT CODE SECTION 2267.053 TO BCS WEST LAND INVESTMENTS, LP TO PERFORM THE PROCUREMENT TASKS AND FUNCTIONS REQUIRED OF THE CITY BY STATE LAW REGARDING THE SOLICITATION OF BIDS AND/OR PROPOSALS AND THE AWARD OF CONTRACTS FOR THE DESIGN AND CONSTRUCTION OF A NEW FOUR-LANE DIVIDED URBAN ROADWAY ON INFOCOM DRIVE FROM US 75 TO PLANO ROAD/DART RAIL LINE (CSJ 0918-24-193) (INFOCOM PROJECT) AND A NEW TWO-LANE ROADWAY ON ROUTH CREEK PARKWAY FROM RENNER ROAD TO INFOCOM DRIVE IN THE CITY OF RICHARDSON (CSJ 0918-24-189) (ROUTH CREEK PARKWAY PROJECT); PROVIDING A DELEGATION OF AUTHORITY PURSUANT TO TEXAS GOVERNMENT CODE SECTION 2267.053 TO BCS EAST LAND INVESTMENTS, LP TO PERFORM THE PROCUREMENT TASKS AND FUNCTIONS REQUIRED OF THE CITY BY STATE LAW REGARDING THE SOLICITATION OF BIDS AND/OR PROPOSALS AND THE AWARD OF CONTRACTS FOR THE DESIGN AND CONSTRUCTION OF A NEW FOUR-LANE DIVIDED URBAN ROADWAY ON EAST INFOCOM DRIVE FROM PLANO ROAD TO WYNDHAM LANE IN THE CITY OF RICHARDSON (CSJ 0918-24-187) (EAST INFOCOM DRIVE PROJECT); AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE ONE OR MORE AGREEMENTS ON BEHALF OF THE CITY OF RICHARDSON WITH BCS EAST LAND INVESTMENTS, LP AND B CS WEST LAND INVESTMENTS, LP PURSUANT TO TEXAS LOCAL GOVERNMENT CODE 271.908(B) FOR THE DESIGN AND CONSTRUCTION OF SAID PROJECTS.**

C. AUTHORIZE THE ADVERTISEMENT OF THE FOLLOWING BIDS:

- 1. BID #35-13 – PARK SHELTER ROOF REPLACEMENTS. BIDS TO BE RECEIVED BY WEDNESDAY, MARCH 13, 2013 AT 2:00 P.M.**
- 2. BID #36-13 – BRECKINRIDGE BALLPARK ENTRY GATE. BIDS TO BE RECEIVED BY THURSDAY, MARCH 14, 2013 AT 2:00 P.M.**

D. AUTHORIZE THE ADVERTISEMENT OF COMPETITIVE SEALED PROPOSAL NO. 903-13 – APPROVAL OF PLANS AND CONTRACT DOCUMENTS FOR THE DUBLIN DRIVE AND DO VER DRIVE FROM BELT LINE ROAD TO COLFAX DRIVE (PAVING, DRAINAGE & UTILITY IMPROVEMENTS) AND BRIDGE AESTHETICS AND CULVERT IMPROVEMENTS AT DUMONT DRIVE OVER HUNT BRANCH.

**COMPETITIVE SEALED PROPOSALS TO BE RECEIVED BY THURSDAY,
MARCH 21, 2013 AT 3:00 P.M.**

- E. CONSIDER AWARD OF BID #33-13 – WE REQUEST AUTHORIZATION TO ISSUE AN ANNUAL REQUIREMENTS CONTRACT TO ESTRADA CONCRETE COMPANY LLC FOR STREET REHABILITATION PURSUANT TO UNIT PRICES.**

- F. CONSIDER AWARD OF COMPETITIVE SEALED PROPOSAL #902-13 – WE RECOMMEND THE AWARD TO ED BELL CONSTRUCTION CO. FOR THE CENTRAL TRAIL IN THE AMOUNT OF \$3,393,536.50.**

- G. CONSIDER CANCELLATION OF THE MONDAY, MARCH 4, 2013 WORK SESSION.**

Council Action

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

ADJOURNMENT

With no further business, the meeting was adjourned at 8:10 p.m.

MAYOR

ATTEST:

CITY SECRETARY

Good evening council members, mayor, mr Johnson,
madam secretary

I won't take up much of your time.

For the record

My name is Luke Lukas

I live at 2200 Windsor Dr

I'm asking that you reconsider ~~the residential rental registration program~~ ordinance 3847 in light of recent comments presented to the council over the past several weeks and with the items I bring to your attention today.

I'd like to point out a couple differences in the way the ordinance is written and the way the city has implemented the ordinance. Hopefully it might be enough for you to determine the way it is working is not the way you intended.

An ordinance should apply to all citizens not just a select few especially when it is enforced under the guise of health, safety, integrity and the vitality of the city.

The Letter

The letter sent to the homeowner says **a \$90 fee will be assessed for the first re-inspection and \$120 for all subsequent re-inspection.**

The ordinance says under

Sec. 6-474 Inspection.

subsection (d) **A re-inspection fee in the amount of \$75.00 shall be paid prior to the initial re-inspection. A re-inspection fee of \$120.00 shall be paid prior to each second and subsequent re-inspection.**

The ordinance does not refer to the \$90 fee that the letter refers to.

A Minor detail but it can be considered to repeal the ordinance, especially if someone has paid the \$90 re-inspection fee.

The Letter states

In addition to registering the property, an inspection of the property is required.

This means we are registering our tenants and without their approval, allowing the government to go in and inspect their home.

Why are residential Tenant's homes singled-out for inspections?? Residential rentals (single family dwellings) are not public housing.

The purpose of the City of Richardson's Residential Rental Registration Program is to protect the vitality and integrity of the City by making certain its rental housing stock is maintained in a safe and healthy manner through proactive yet fair and reasonable enforcement of codes and ordinances.

If we preserve, protect and defend the constitution, every home in Richardson should be registered and inspected especially if the ordinance is implemented under the guise of health, safety, integrity and the vitality of the city.

If the 4th Amendment doesn't apply the 14th amendment of the US Constitution should apply.

This is a minor detail but you could revisit ordinance 3847 for this reason.

There is a signed contract between 2 private citizens.

Residential Lease states

Under section 18 **REPAIRS:** (Notice: Subchapter B, Chapter 92, Property Code governs repair obligations).

If Landlord fails to repair a condition that materially affects the physical health or safety of an ordinary tenant as required by this lease or the Property Code, Tenant may be entitled to exercise remedies under §92.056 and §92.0561 of the Property Code.

Texas Property code states Title 8 – Chapter 92 – Subchapter B Sec 92.006

Subsection (c) A landlord's duties and the tenant's remedies under Subchapter B, which covers conditions materially affecting the physical health or safety of the ordinary tenant, may not be waived except as provided in Subsections (d), (e), and (f) of this section.

Sec. 92.052. LANDLORD'S DUTY TO REPAIR OR REMEDY. (a) A landlord shall make a diligent effort to repair or remedy a condition if:

(3) the condition:

(A) materially affects the physical health or safety of an ordinary tenant;

Residential rental property Tenants have recourse in established Texas property code and law. According to the attorney general of Texas, Under Texas law, tenants have the right to: Quiet enjoyment of their rental property.

I like to make a couple observations on the ordinances you will discuss later. When you dictate the color and building materials allowed by a designer in an ordinance, won't you limit the designer's ability to add to the character of the city?? If every building in the city on any given street starts to look exactly the same won't we lose the individual character of our city??



City of Richardson
City Council Meeting
Agenda Item Summary



Meeting Date:

Monday, March 11, 2013

Agenda Item:

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

Staff Resource:

Aimee Nemer, City Secretary

Summary:

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

In accordance with the Texas Open Meetings Act, the City Council cannot take action on items not listed on the agenda. However your concerns will be addressed by City staff, may be placed on a future agenda, or by some other course of resolution.

Board/Commission Action:

N/A

Action Proposed:

Receive comments by visitors.

RESOLUTION NO. 13-10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RICHARDSON, TEXAS, APPROVING THE TERMS AND CONDITIONS OF THE ADVANCE FUNDING AGREEMENT (HEREINAFTER "AGREEMENT") FOR THE TRAIL INFRASTRUCTURE/INTERSECTION IMPROVEMENTS PROJECT, BY AND BETWEEN THE CITY OF RICHARDSON, TEXAS, AND THE STATE OF TEXAS, ACTING BY AND THROUGH THE TEXAS DEPARTMENT OF TRANSPORTATION; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council has been presented a proposed Advance Funding Agreement 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 trail infrastructure improvements, roadway intersection crossings and upgraded signalization along Central Trail from DART Arapaho Road Light Rail Transit Station to Buckingham Road in the City of Richardson (CSJ 0918-47-056) (Trail Infrastructure/Intersection Improvements Project), attached as Exhibit "A" and incorporated herein by reference; and

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

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

SECTION 1. That the Advance Funding Agreement for the Trail Infrastructure/Intersection Improvements Project, which provides funding for trail infrastructure improvements, roadway intersection crossings and upgraded signalization along Central Trail from DART Arapaho Road Light Rail Transit Station to Buckingham Road in the City of Richardson, attached hereto as Exhibit "A", having been reviewed by the City Council of the City of Richardson, Texas, and found to be acceptable and in the best interest of the City and its citizens, be, and the same is hereby, in all things approved, and the City Manager is hereby authorized to execute the Advance Funding Agreement (and any amendments thereto, including any related instruments) on behalf of the City of Richardson, Texas.

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 11th day of March, 2013.

CITY OF RICHARDSON, TEXAS

MAYOR

ATTEST:

CITY SECRETARY

APPROVED AS TO FORM:

CITY ATTORNEY
(PGS:2-27-13:TM 59634)

Exhibit "A"
Advance Funding Agreement

CSJ: 0918-47-056

Project: Trail Infrastructure/Intersection Improvements

Limits: Central Trail from DART Arapaho Road Light Rail Station to Buckingham Road

District: 18-Dallas

Code Chart #: 35200

Funding Category: RTR (SH 161 Subaccount)

STATE OF TEXAS §

COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT
FOR PROJECT USING FUNDS HELD IN THE
STATE HIGHWAY 161 SUBACCOUNT**

Infrastructure Improvements

Off-System Project

THIS AGREEMENT (the Agreement) is between the State of Texas, acting by and through the Texas Department of Transportation (the State), and the City of Richardson, (Local Government), collectively, the “Parties.”

WITNESSETH

WHEREAS, the State has received money from the North Texas Tollway Authority for the right to develop, finance, design, construct, operate, and maintain the SH 161 toll project from IH 20 to SH 183 in Dallas County (“SH 161 payments”); and

WHEREAS, pursuant to Transportation Code, 228.006 the State shall authorize the use of surplus revenue of a toll project for a transportation project, highway project, or air quality project within the district of the Texas Department of Transportation in which any part of the toll project is located; pursuant to Transportation Code, §228.012 the State has created a separate subaccount in the state highway fund to hold such money (SH 161 Subaccount), and the State shall hold such money in trust for the benefit of the region in which a project is located, and may assign the responsibility for allocating money in the subaccount to a metropolitan planning organization (MPO); and

WHEREAS, in Minute Order 110727, dated October 26, 2006, the Texas Transportation Commission (the “Commission”) approved a memorandum of understanding (MOU) with the Regional Transportation Council (RTC), which is the transportation policy council of the North Central Texas Council of Governments (NCTCOG) and a federally designated MPO, concerning in part the administration, sharing, and use of surplus toll revenue in the region; under the MOU the RTC shall select projects to be financed using surplus revenue from a toll project, subject to Commission concurrence; and

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Funding Category: RTR (SH 161 Subaccount)

WHEREAS, the Local Government has requested money from the SH 161 Subaccount for: trail infrastructure improvements, roadway intersection crossings and upgraded signalization along Central Trail from DART Arapaho Road Light Rail Transit Station to Buckingham Road (CSJ 0918-47-056) (Project); the RTC has selected the Project to be funded from the SH 161 Subaccount; and the Commission concurred in the selection and authorized the expenditure of money in Minute Order 113221, dated July 26, 2012;

WHEREAS, the Local Government is a political subdivision and governmental entity by statutory definition; and

WHEREAS, Government Code, Chapter 791, and Transportation Code, §201.209 authorize the State to contract with municipalities and political subdivisions to perform governmental functions and services; and

WHEREAS, NCTCOG and the RTC should have authority to assist the Local Government's implementation of financial reporting and environmental review related to a transportation project funded by the State using money from the SH 161 Subaccount.

NOW, THEREFORE, the Parties agree as follows:

AGREEMENT

Article 1. Time Period Covered

This Agreement becomes effective when signed by the last party whose signing makes the agreement fully executed, and the State and the Local Government will consider it to be in full force and effect until the Project described herein has been completed and accepted by all parties or unless terminated, as hereinafter provided.

Article 2. Project Funding

The State will pay money to the Local Government from the SH 161 Subaccount in the amounts specified in Attachment A, Payment Provision and Work Responsibilities. Except as provided in the next succeeding sentence, the payments will begin no later than upon the later of the following: (1) fifteen days after the Legislative Budget Board and the Governor each approve the expenditure, in accordance with Rider 18 of the Texas Department of Transportation bill pattern in House Bill 1, 82nd Legislature; and (2) thirty days after execution of this Agreement. If Attachment A shows that the RTC has allocated payments to the Local Government for a certain expenditure (e.g. construction) for the Project in a certain fiscal year, then the State will make the payment from the SH 161 Subaccount to the Local Government for such expenditure no later than 30 days after the beginning of the designated Fiscal Year. A Fiscal Year begins on September 1 (for example, the 2013 Fiscal Year began September 1, 2012).

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Article 3. Separate Account; Interest

All funds paid to the Local Government shall be deposited into a separate account, and interest earned on the funds shall be kept in the account. Interest earned may be used only for the purposes specified in Attachment A, Payment Provision and Work Responsibilities, and only after obtaining the written approval of the RTC. The Local Government's use of interest earned will not count towards the 20 percent local match requirement set forth in this Agreement.

Article 4. Shortfalls in Funding

The Local Government shall apply all funds to the scope of work of the Projects described in Attachment A, Payment Provisions and Work Responsibilities, and to none other. All cost overruns are the responsibility of the Local Government. However, should the funds be insufficient to complete the work contemplated by the Project, the Local Government may make further request to the RTC and the State for additional funds from the SH 161 Subaccount. Funds may be increased only through an amendment of this Agreement. If the SH 161 Subaccount does not contain sufficient funds to cover the balance necessary to complete the Project, or if the RTC or the Commission decline the request for any other reason, then the Local Government shall be responsible for any shortfall.

Article 5. Return of Project Funding

The Local Government shall reimburse the State for any funds paid under this Agreement that are not expended in accordance with the requirements of this Agreement. Upon completion of the Project, the Local Government will issue a signed "Notification of Completion" document to the State acknowledging the Project's completion. If at Project's end, or upon termination of this Agreement, excess SH 161 Subaccount funds exist, including interest earned, such funds shall be returned to the State within 30 days. Except for funds the Local Government has already expended in accordance with the Agreement, the Local Government shall return to the State the funds paid under this Agreement together with any interest earned on the funds if the Project is not completed within 10 years of execution of the Agreement.

Article 6. Local Match

The Local Government shall be responsible for the required 20 percent local match as described in Attachment A, Payment Provisions and Work Responsibilities. The costs incurred by the Local Government prior to the execution of this Agreement will count towards the 20 percent local match requirement provided such costs are for RTC-approved phases as shown in Attachment A. At the end of each Fiscal Year the Local Government's cumulative expenditures of local match funds must be no less than 20 percent of the cumulative SH 161 Funds received by the Local Government up to that date under the Agreement, and must be for the uses approved for payments of SH 161 Funds up to that date as specified in Attachment A, Payment Provision and Work Responsibilities.

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Article 7. Procurement and Contracting Process

The State may review the Local Government's procurement of professional services for engineering, surveying, and right of way acquisition, letting of construction contracts, and conduct of construction management and inspection. The Local Government shall certify compliance with state law and regulations, and with local laws, regulations, rules, policies, and procedures. The Local Government shall maintain a copy of the certification in the Project's files.

Article 8. Design Standards and Construction Specifications

The Local Government shall implement the Project using the Local Government's established design standards, construction specifications, procurement processes, and construction management and inspection procedures.

Article 9. Right of Way

Except for right of way owned by the State or to be acquired by the State according to the plans of the Project as approved by the State, the Local Government shall acquire all necessary right of way needed for the Project. Right of way acquisition is an eligible cost for reimbursement provided such cost is an RTC-approved phase as shown in Attachment A.

Article 10. Utilities

The Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with State laws and regulations and local laws, regulations, rules, policies, and procedures applicable to the Local Government. The Local Government must obtain advance approval for any variance from established procedures. The RTC-approved costs for utilities as shown in Attachment A, if any, shall be used to adjust, remove, or relocate utility facilities.

Article 11. Compliance with Laws; Environmental Review and Public Involvement

The Local Government shall ensure that the Project complies with all environmental review and public involvement applicable to the Local Government under state and federal law in connection with the Project including, but not limited to, 43 T.A.C Section 2.41 et seq. Each Party shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts, administrative bodies or tribunals affecting the performance of this Agreement as applicable to it. When required, the Local Government shall furnish the State with satisfactory proof of compliance. The Local Government shall obtain the opinion of legal counsel showing the Local Government's environmental review and public involvement for the Project to comply with state law and regulations, and with local laws, regulations, rules, policies, and procedures applicable to the Local Government. The Local Government shall maintain a copy of the certification in the project files.

Article 12. Compliance with Texas Accessibility Standards and ADA

The Local Government shall ensure that the plans for and the construction of the Project is in compliance with the Texas Accessibility Standards (TAS) issued by the Texas

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Department of Licensing and Regulation, under the Architectural Barriers Act, Article 9102, Texas Civil Statutes. The TAS establishes minimum accessibility requirements to be consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336).

Article 13. Work Outside the Project Site

The Local Government shall provide both the necessary right of way and any other property interests needed for the Project.

Article 14. 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.

Article 15. Audit

Within 120 days of completion of the Project, the Local Government shall perform an audit of the costs of the Project. Any funds due to the State will be promptly paid by the Local Government.

Article 16. Maintenance

The Local Government shall be responsible for maintenance of the Project.

Article 17. Responsibilities of the Parties

- a. 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.
- b. To the extent permitted by law, the Local Government agrees to indemnify and save harmless the State, its agents and employees from all suits, actions or claims and from all liability and damages resulting from any and all injuries or damages sustained by any person or property in consequence of any neglect, error, or omission in the performance of the design, construction, maintenance or operation of the Project by the Local Government, its contractor(s), subcontractor(s), agents and employees, and from any claims or amounts arising or recovered under the "Workers' Compensation laws"; the Texas Tort Claims Act, Chapter 101, Texas Civil Practice and Remedies Code; or any other applicable laws or regulations, all as from time to time may be amended.
- c. The Parties expressly agree that the Project is not a joint venture or enterprise. However, if a court should find that the Parties are engaged in a joint venture or

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enterprise, then the Local Government, to the extent provided by law, agrees to pay any liability adjudicated against the State for acts and deeds of the Local Government, its employees or agents during the performance of the Project.

- d. To the extent provided by law, the Local Government shall also indemnify and save harmless the State from any and all expense, including, but not limited to, attorney's fees which may be incurred by the State in litigation or otherwise resisting said claim or liabilities which may be imposed on the State as a result of such activities by the Local Government, its agents, or employees.

Article 18. Notices

All notices to either party by the other required under this Agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid or sent by electronic mail, (electronic notice being permitted to the extent permitted by law but only after a separate written consent of the parties), addressed to such party at the following addresses:

Local Government:	State:
City of Richardson Attn: City Manager 411 West Arapaho Road Richardson, Texas 75083 Copy to: Peter G. Smith Nichols, Jackson, Dillard, Hager & Smith, L.L.P. 1800 Lincoln Plaza 500 North Akard Dallas, Texas 75201	Texas Department of Transportation Attn: Director of Contract Services 125 East 11 th Street Austin, Texas 78701

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. 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 such notices shall be delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

Article 19. Right of Access

If the Local Government is the owner or otherwise controls access to any part of site of the Project, the Local Government shall permit the State or its authorized representative access to the site to perform any activities authorized in this Agreement.

Article 20. Project Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this Agreement by the Local Government 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

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Government shall be transmitted to the State in the form of photocopy reproduction as required by the State. The originals shall remain the property of the Local Government. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

Article 21. Inspection of Books and Records

The Local Government shall keep a complete and accurate record to document the performance of the work on the Project and to expedite any audit that might be conducted. The Local Government shall maintain records sufficient to document that funds provided under the Agreement were expended only for eligible costs that were incurred in accordance with all applicable state and local laws, rules, policies, and procedures, and in accordance with all applicable provisions of this Agreement. The Local Government 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 for review and inspection during the contract period and for four (4) years from the date of completion of work defined under this Agreement or until any pending litigation or claims are resolved, whichever is later. Additionally, the State shall have access to all governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

Article 22. NCTCOG

Acceptance of funds directly under the Agreement or indirectly through a subcontract under the Agreement acts as acceptance of the authority of NCTCOG and RTC to assist the Local Government's implementation of financial reporting and environmental review concerning the Project. The Local Government shall provide to NCTCOG on a monthly basis a report of expenses, including the Local Government's expenditure of local match funds. The report shall list separately the expenditures by Project's phase as shown in Attachment A, including but not limited to engineering, environmental review, right of way acquisition, and construction. The report shall also describe interest earned on money from the SH 161 Subaccount, including the interest rate, interest earned during the month, and cumulative interest earned. The report shall further describe the status of developing the Project. Not less than 60 days before the environmental review document is submitted to the governing body of the Local Government for final approval, the Local Government shall submit the document to NCTCOG for review and comment. NCTCOG may provide the Local Government technical assistance on the environmental review of the Project as mutually agreed between NCTCOG and the Local Government.

Article 23. State Auditor

The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under the Agreement or indirectly through a subcontract under the Agreement. Acceptance of funds directly under the 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

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must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

Article 24. Amendments

By mutual written consent of the Parties, this contract may be amended prior to its expiration.

Article 25. Termination

The Agreement may be terminated in the following manner:

- by mutual written agreement and consent of both parties;
- by either party upon the failure of the other party to fulfill the obligations set forth herein, after a 45 day period to cure after receiving written notice of non-compliance;
- by the State if the Local Government does not let the construction contract for the Project within one year after the State first provides 161 Funds for construction as shown in Attachment A, Payment Provision and Work Responsibilities;
- by the State if the Local Government does not complete the Project within ten years after the effective date of the Agreement;

Article 26. Work by Debarred Person

The Local Government shall not contract with any person that is suspended, debarred, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal agency or that is debarred or suspended by the State.

Article 27. Sole Agreement

The 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.

Article 28. Successors and Assigns

The State and the Local Government each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this agreement. The Local Government may assign its interests under the Agreement only with the written approval of the State.

Article 29. Remedies

The Agreement shall not be considered as specifying an exclusive remedy for a breach of the Agreement. All remedies existing at law or in equity are available to either Party and are cumulative.

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Article 30. Legal Construction

If a provision of the Agreement shall be held invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other provision, and the Agreement shall be construed as if it did not contain the invalid, illegal or unenforceable provision.

Article 31. Signatory Warranty

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party they represent.

IN WITNESS WHEREOF, THE STATE AND THE LOCAL GOVERNMENT have executed duplicate counterparts to effectuate this Agreement.

THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By _____ Date _____
Janice Mullenix
Director, Contract Services Section, General Services Division

THE LOCAL GOVERNMENT – CITY OF RICHARDSON

By: _____ Date _____
Dan Johnson
City Manager

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ATTACHMENT A

Payment Provision and Work Responsibilities

For CSJ# **0918-47-056**, the State will pay **\$600,000** from the SH 161 Subaccount for: trail infrastructure improvements, roadway intersection crossings and upgraded signalization along Central Trail from DART Arapaho Road Light Rail Transit Station to Buckingham Road.

In accordance with the allocation of funds approved by the RTC, and concurred with by the Texas Transportation Commission, the State will apply SH 161 Subaccount funds for the following work in the following Fiscal Years:


PROJECT COSTS						
Description	Fiscal Year	Total Estimate Cost	Regional Toll Revenue (RTR) SH 161 Subaccount Funds Participation		Local Government Participation	
Construction	2013	\$750,000	80%	\$600,000	20%	\$150,000
TOTAL		\$750,000		\$600,000		\$150,000

The Local Government required Local Match is \$150,000

Upon completion of the Project, the Local Government will issue a signed "Notification of Completion" document to the State. The notice shall certify that the Project has been completed, all necessary inspections have been conducted, and the Project is open to traffic.



MEMO

DATE: March 5, 2013
TO: Kent Pfeil – Director of Finance
FROM: Pam Kirkland – Purchasing Manager 
SUBJECT: Award of Bid #25-13 for an Annual Requirements Contract for Labor to Install Irrigation Systems for the Parks Department to A New Deal Irrigation Company pursuant to unit prices

Proposed Date of Award: March 11, 2013

I concur with the recommendation of Bobby Kinser – Assistant Parks Superintendent, and request permission to issue an annual requirements contract for labor to install irrigation systems to A New Deal Irrigation Company pursuant to unit prices.

This contract will provide labor only to repair and install city provided irrigation parts and for labor and materials to install new irrigation systems. The term of the contract is for one (1) year with options for four (4) additional one (1) year renewal periods, if agreeable to both parties. The award of this contract allows the city to use the irrigation installation services as the requirements and needs of the city arise on an annual basis and during any subsequent renewal period(s). Since the city is not obligated to pay for or use a minimum or maximum amount of installation of irrigation services, payment will be rendered pursuant to the unit prices bid.

No award will be made on Items 56, 57 and 58 as outlined in Mr. Kinser's attached memorandum.

Funding is provided from account 011-3061-541-3399. The bid was advertised in *The Dallas Morning News* on January 22 & 29, 2013 and posted on Bidsync.com. A prebid conference was held on January 20, 2013 and seven hundred eighty-five electronic notices were distributed; thirty-six vendors viewed the bid; and two bids were received.

Concur:


Kent Pfeil

Attachments

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



MEMO

TO: Pam Kirkland
FROM: Bobby Kinser
DATE: 2-19-13
SUBJECT: Award of Bid # 25-13 A/C: Labor to Install Irrigation Systems

After careful review, the Parks Department recommends award of Bid # 25-13 Annual Contract for Labor to Install Irrigation Systems to the low bidder, A New Deal Inc.

This contract was bid in two sections. Section # 1 requested unit prices for labor only and Section # 2 requested turnkey cost to furnish materials and installation for complete irrigation zones. Items # 56, 57 and 58 in Section # 2 were bid inconsistent with a large price range between bids. Therefore, we have decided not to award these items and, if needed, we will install the omitted line items as unit prices from Section # 1.

Funds are budgeted in account #011-3061-541-3399 for these services.

Thank you
Bobby Kinser

BID NUMBER: 25-13

DATE OPENED: February 6, 2013

ITEM NO.	DESCRIPTION	EST. QTY.	UNIT	A New Deal Irrigation		Good Earth Corporation		UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT				
	Labor Only To Install Irrigation Systems										
1	Labor to install Toro 640	20	ea	32.000	\$640.00	22.000	\$440.00				
2	Labor to install Hunter PGP head	50	ea	24.000	\$1,200.00	22.000	\$1,100.00				
3	Labor to install Toro 570Z head	98	ea	15.000	\$1,470.00	11.000	\$1,078.00				
4	Labor to install Toro shrub head	20	ea	13.250	\$265.00	11.000	\$220.00				
5	Labor to install Hunter I-20 head	50	ea	24.000	\$1,200.00	22.000	\$1,100.00				
6	Labor to install 1/2 GPM bubbler head	25	ea	13.250	\$331.25	11.000	\$275.00				
7	Labor to install Hunter I-25 head	25	ea	32.000	\$800.00	22.000	\$550.00				
8	Labor to install 1" electric valve	20	ea	65.000	\$1,300.00	55.000	\$1,100.00				
9	Labor to install 1-1/2" electric valve	20	ea	81.000	\$1,620.00	77.000	\$1,540.00				
10	Labor to install 2" electric valve	20	ea	93.000	\$1,860.00	88.000	\$1,760.00				
11	Labor to install 1" double check	10	ea	150.000	\$1,500.00	132.000	\$1,320.00				
12	Labor to install 1-1/2" double check	5	ea	219.000	\$1,095.00	176.000	\$880.00				
13	Labor to install 2" double check	5	ea	250.000	\$1,250.00	220.000	\$1,100.00				
14	Labor to install 3" double check	2	ea	1270.000	\$2,540.00	352.000	\$704.00				
15	Labor to install 4" double check	2	ea	1525.000	\$3,050.00	352.000	\$704.00				
16	Labor to install 1" Y-Strainer	5	ea	65.000	\$325.00	44.000	\$220.00				
17	Labor to install 1-1/2" Y-Strainer	5	ea	135.000	\$675.00	66.000	\$330.00				
18	Labor to install 2" Y-Strainer	5	ea	190.000	\$950.00	66.000	\$330.00				
19	Labor to install 3" Y-Strainer	2	ea	381.000	\$762.00	88.000	\$176.00				
20	Labor to install 4" Y-Strainer	2	ea	534.000	\$1,068.00	88.000	\$176.00				
21	Labor to install MIR 5000 Irrinet	4	ea	970.000	\$3,880.00	704.000	\$2,816.00				
22	Labor to install MIR 500 controller	4	ea	585.000	\$2,340.00	352.000	\$1,408.00				
23	Labor to install Rainbird controler	10	ea	95.000	\$950.00	88.000	\$880.00				
24	Labor to install IBOC controler	2	ea	500.000	\$1,000.00	176.000	\$352.00				
25	Labor to install 100 ft. 1/2" PVC pipe	20	ea	38.750	\$775.00	44.000	\$880.00				

ITEM NO.	DESCRIPTION	EST. QTY.	UNIT	A New Deal Irrigation		Good Earth Corporation		UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT				
26	Labor to install 100 ft. 3/4" PVC pipe	10	ea	40.250	\$402.50	44.000	\$440.00				
27	Labor to install 100 ft. 1" PVC pipe	12	ea	42.420	\$509.04	44.000	\$528.00				
28	Labor to install 100 ft. 1-1/2" PVC pipe	4	ea	49.600	\$198.40	55.000	\$220.00				
29	Labor to install 100 ft. 2" PVC pipe	3	ea	60.400	\$181.20	55.000	\$165.00				
30	Labor to install 100 ft. 2-1/2" PVC pipe	3	ea	73.900	\$221.70	66.000	\$198.00				
31	Labor to install 100 ft. 3" PVC pipe	1	ea	95.520	\$95.52	88.000	\$88.00				
32	Labor to install 100 ft. 4" PVC pipe	1	ea	185.000	\$185.00	176.000	\$176.00				
33	Labor to install 100 ft. 6" PVC pipe	1	ea	358.500	\$358.50	308.000	\$308.00				
34	Labor to install 14 guage wire	150	ea	8.500	\$1,275.00	7.040	\$1,056.00				
35	Labor per foot to install trench 1' deep	25	ea	0.750	\$18.75	0.750	\$18.75				
36	Labor per foot to install trench 18" deep	2970	ea	1.250	\$3,712.50	1.100	\$3,267.00				
37	Labor per foot to install trench 24" deep	50	ea	1.700	\$85.00	1.670	\$83.50				
38	Labor to install 2" Arad valve	5	ea	150.000	\$750.00	176.000	\$880.00				
39	Labor to install 3" Arad valve	1	ea	250.000	\$250.00	264.000	\$264.00				
40	Labor to install 4" Arad valve	1	ea	350.000	\$350.00	352.000	\$352.00				
41	Price per LF for rock trenching	200	ea	3.250	\$650.00	5.500	\$1,100.00				
42	Mark up for miscellaneous parts	1	ea	0.250	\$0.25	0.200	\$0.20				
43	Hourly rate for irrigation repairs	1	hr	85.000	\$85.00	75.000	\$75.00				
44	Hourly rate consult	1	hr	85.000	\$85.00	75.000	\$75.00				
45	Hourly rate to perform water audits	1	hr	85.000	\$85.00	75.000	\$75.00				
46	Hourly rate to inspect back flow devices	1	hr	110.000	\$110.00	250.000	\$250.00				
Section 1 Total					\$42,454.61		\$31,058.45				
Labor/Material To Install Irrigation Systems											


ITEM NO.	DESCRIPTION	EST. QTY.	UNIT	A New Deal Irrigation		Good Earth Corporation		UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT				
47	Material and labor to install 1" head	10	ea	614.000	\$6,140.00	960.000	\$9,600.00				
48	Material and labor to install 1-1/2" head	10	ea	1378.000	\$13,780.00	1540.000	\$15,400.00				
49	Material and labor to install 2" head	10	ea	2436.000	\$24,360.00	2260.000	\$22,600.00				
50	Material and labor to install 1-1/2 H head	10	ea	1199.000	\$11,990.00	1320.000	\$13,200.00				
51	Material and labor to install 2" H head	10	ea	2272.000	\$22,720.00	1740.000	\$17,400.00				
52	Material and labor to install 1-1/2" H head	10	ea	1277.000	\$12,770.00	1800.000	\$18,000.00				
53	Material and labor to install 2" H head	10	ea	2338.000	\$23,380.00	2660.000	\$26,600.00				
54	Material and labor to install 1-1/2" H head	10	ea	1046.000	\$10,460.00	2380.000	\$23,800.00				
55	Material and labor to install 2" H head	10	ea	1760.000	\$17,600.00	3760.000	\$37,600.00				
56	Material and labor to install 1" zone	10	ea	2472.000	\$24,720.00	790.000	\$7,900.00				
57	Material and labor to install 1-1/2" zone	10	ea	5442.000	\$54,420.00	1200.000	\$12,000.00				
58	Material and labor to install 2" zone	10	ea	11353.000	\$113,530.00	1550.000	\$15,500.00				
59	Material and labor to install 1" zone 570	10	ea	537.000	\$5,370.00	830.000	\$8,300.00				
60	Material and labor to install 1-1/2" zone 570	10	ea	1072.000	\$10,720.00	1280.000	\$12,800.00				
61	Material and labor to install 2" zone 570	10	ea	1945.000	\$19,450.00	1440.000	\$14,400.00				
62	Mobilization price for 2 zones or less	1	ea	400.000	\$400.00	300.000	\$300.00				
	Section 2 Total				\$179,140.00		\$220,000.00				
	Excluding Items 56, 57, & 58 which are not being awarded										
	TOTAL PRICE				\$221,594.61		\$251,058.45				



MEMO

DATE: February 6, 2013

TO: Kent Pfeil – Director of Finance

FROM: Pam Kirkland – Purchasing Manager 

SUBJECT: Award of Bid #26-13 for the 2010 Alley Reconstruction Phase II with Sanitary Sewer Replacement (Greenleaf/Ridgedale/Lockwood) to Muniz Construction, Inc. in the amount of \$733,369

Proposed Date of Award: March 11, 2013

I concur with the recommendation of Steve Spanos – Director of Engineering, and request permission to award a contract to the low bidder, Muniz Construction, Inc., for the above referenced construction in the amount of \$733,369, as outlined in the attached memo.

Funding is provided from the 2010 G.O. Bonds and Water and Sewer C.O.'s.

The bid was advertised in *The Dallas Morning News* on January 16 & 23, 2013 and was posted on Bidsync.com. A prebid conference was held on January 23, 2013 and four bids were received.

Concur:


Kent Pfeil

Attachments

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



MEMO

TO: Dan Johnson, City Manager
THROUGH: Cliff Miller, Assistant City Manager *CGM*
FROM: Steve Spanos, P.E., Director of Engineering *SS*
SUBJECT: Award of Bid No. 26-13 for 2010 Alley Reconstruction Phase II with Sanitary Sewer Replacement (Greenleaf/Ridgedale/Lockwood)
Muniz Construction, Inc.
DATE: March 1, 2013

ACTION REQUESTED:

Council to consider award of Bid No. 26-13 to Muniz Construction, Inc. for the 2010 Alley Reconstruction Phase II with Sanitary Sewer Replacement (Greenleaf/Ridgedale/Lockwood) in the amount of \$733,369.

BACKGROUND INFORMATION:

On January 31, 2013 the Capital Projects Department opened bids for the subject project. The attached bid tabulation certifies the lowest bid was submitted by Muniz Construction, Inc. in the amount of \$733,369.

Staff as well as the Finance Department have reviewed Muniz Construction, Inc. company financials, bonding company, the insurance company and references, and recommend awarding the 2010 Alley Reconstruction Phase II with Sanitary Sewer Replacement (Greenleaf/Ridgedale/Lockwood) to Muniz Construction Inc. in the amount of \$733,369.

The 2010 Alley Reconstruction Phase II with Sanitary Sewer Replacement consists of the installation of 6-inch reinforced concrete alley pavement with related sidewalk, integral concrete curb, grading, sodding and other miscellaneous appurtenance. Existing sanitary sewer mains will be replaced in the alleys, and alley drainage improvements are also included.

FUNDING:

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

SCHEDULE:

Construction is expected to begin May 2013 and be completed by October 2013.

Cc: Edward Witkowski, P.E., Project Engineer *EPW*
CP/Office/AR/AI-March2013/2010AlleyII/ExecMemoAward.doc

**2010 ALLEY RECONSTRUCTION - PHASE II WITH SANITARY SEWER REPLACEMENT
(600 Blocks Greenleaf Dr./Ridgedale Dr./Lockwood Dr.)
BID # 26-13**

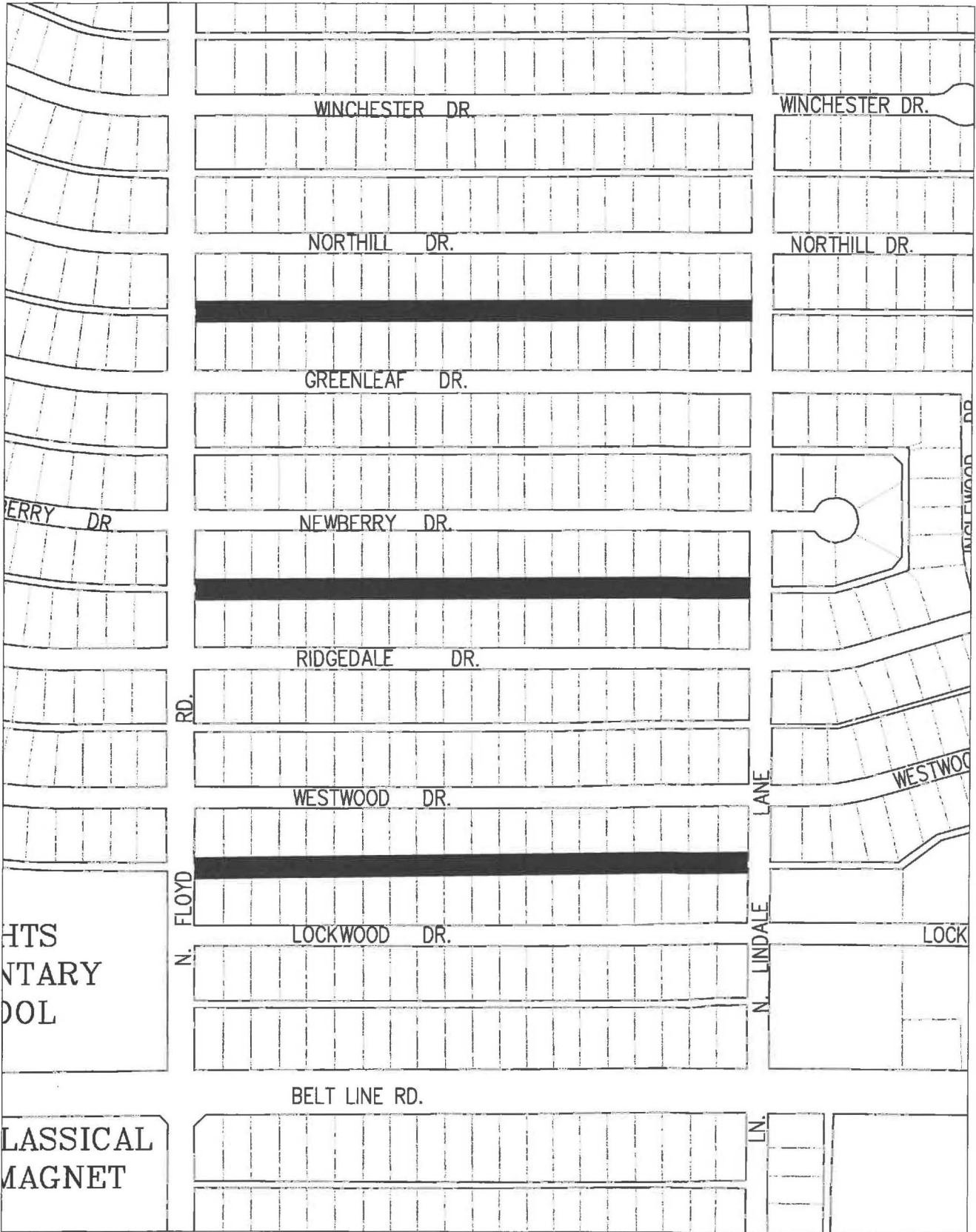
BID OPENING: January 31, 2013 at 2:30 P.M.

ITEM NO.	DESCRIPTION	EST. QUAN	UNIT	Muniz Construction, Inc		Jeske Construction Co.		DCI Contracting, Inc.		Camino Construction, LP		AVERAGE	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
BASE BID													
1	Mobilization for Paving and Drainage	1	LS	\$12,000.00	\$12,000.00	\$20,500.00	\$20,500.00	\$32,000.00	\$32,000.00	\$50,000.00	\$50,000.00	\$28,625.00	\$28,625.00
2	Project Sign	4	EA	\$750.00	\$3,000.00	\$450.00	\$1,800.00	\$400.00	\$1,600.00	\$500.00	\$2,000.00	\$525.00	\$2,100.00
3	Construction Barricading & Traffic Control	1	LS	\$6,500.00	\$6,500.00	\$3,500.00	\$3,500.00	\$12,000.00	\$12,000.00	\$8,400.00	\$8,400.00	\$7,600.00	\$7,600.00
4	Storm Water Pollution Prevention Plan and Implementation	1	LS	\$7,000.00	\$7,000.00	\$2,500.00	\$2,500.00	\$500.00	\$500.00	\$3,000.00	\$3,000.00	\$3,250.00	\$3,250.00
5	Remove and Relocate Fence	50	LF	\$38.00	\$1,900.00	\$19.00	\$950.00	\$30.00	\$1,500.00	\$40.00	\$2,000.00	\$31.75	\$1,587.50
6	Remove, Haul off & Dispose of Pvmnt. (Alleys, Driveways, Sidewalks, Conc. Trash Can Pads, & Conc. Flumes)	3865	SY	\$2.00	\$7,730.00	\$9.00	\$34,785.00	\$10.00	\$38,650.00	\$11.00	\$42,515.00	\$8.00	\$30,920.00
7	Remove, Haul off & Dispose of Gravel Driveway	8	SY	\$6.00	\$48.00	\$6.00	\$48.00	\$10.00	\$80.00	\$5.00	\$40.00	\$6.75	\$54.00
8	Remove, Salvage & Reinstall Brick Pavers	158	SF	\$6.50	\$1,027.00	\$9.00	\$1,422.00	\$10.00	\$1,580.00	\$16.00	\$2,528.00	\$10.38	\$1,639.25
9	Remove and Replace Private Landscape Planter	2	EA	\$650.00	\$1,300.00	\$950.00	\$1,900.00	\$1,000.00	\$2,000.00	\$300.00	\$600.00	\$725.00	\$1,450.00
10	Construct 6" Concrete Alley Pavement (Class "C")	4,735	SY	\$50.00	\$236,750.00	\$55.00	\$260,425.00	\$52.00	\$246,220.00	\$50.00	\$236,750.00	\$51.75	\$245,036.25
11	Construct 6" Concrete Curb (Class "C")	996	LF	\$19.00	\$18,924.00	\$6.00	\$5,976.00	\$6.00	\$5,976.00	\$3.00	\$2,988.00	\$8.50	\$8,466.00
12	Construct 5" Concrete Driveway (Class "A")	62	SY	\$57.00	\$3,534.00	\$49.00	\$3,038.00	\$46.00	\$2,852.00	\$40.00	\$2,480.00	\$48.00	\$2,976.00
13	Construct 4" Concrete Trash Can Pads (Class "A")	30	SY	\$38.00	\$1,140.00	\$46.00	\$1,380.00	\$40.00	\$1,200.00	\$36.00	\$1,080.00	\$40.00	\$1,200.00
14	Construct 4" Concrete Sidewalk (Class "A")	442	SF	\$6.00	\$2,652.00	\$6.00	\$2,652.00	\$4.00	\$1,768.00	\$6.00	\$2,652.00	\$5.50	\$2,431.00
15	Construct Cement Treated Base (CTB)	50	CY	\$42.00	\$2,100.00	\$30.00	\$1,500.00	\$300.00	\$15,000.00	\$65.00	\$3,250.00	\$109.25	\$5,462.50
16	Construct Monolithic Concrete Nose (Class "C")	6	EA	\$350.00	\$2,100.00	\$1,150.00	\$6,900.00	\$800.00	\$4,800.00	\$1,100.00	\$6,600.00	\$850.00	\$5,100.00
17	Grind Concrete Sidewalk for Cross Slope Transition	10	EA	\$75.00	\$750.00	\$100.00	\$1,000.00	\$300.00	\$3,000.00	\$125.00	\$1,250.00	\$150.00	\$1,500.00
18	Block Sod Bermuda & St. Augustine to Match Existing	2125	SY	\$9.00	\$19,125.00	\$4.00	\$8,500.00	\$3.00	\$6,375.00	\$5.00	\$10,625.00	\$5.25	\$11,156.25
19	Storm Drain 18" CL III RCP	168	LF	\$57.00	\$9,576.00	\$56.00	\$9,408.00	\$80.00	\$13,440.00	\$130.00	\$21,840.00	\$80.75	\$13,566.00
20	Storm Drain 18" CL V RCP	51	LF	\$58.00	\$2,958.00	\$60.00	\$3,060.00	\$90.00	\$4,590.00	\$130.00	\$6,630.00	\$84.50	\$4,309.50
21	Storm Drain Triple Grate Inlet	2	EA	\$4,300.00	\$8,600.00	\$5,000.00	\$10,000.00	\$8,000.00	\$16,000.00	\$7,000.00	\$14,000.00	\$6,075.00	\$12,150.00
22	Trench Safety Plan and Implementation for Storm Drain	219	LF	\$2.00	\$438.00	\$2.00	\$438.00	\$1.00	\$219.00	\$4.00	\$876.00	\$2.25	\$492.75
23	Remove & Replace 8" Pvmnt. in N. Floyd Rd. over Storm Drain	130	SY	\$72.00	\$9,360.00	\$64.00	\$8,320.00	\$62.00	\$8,060.00	\$63.00	\$8,190.00	\$65.25	\$8,482.50
24	2" Asphalt Overlay TxDOT Item 540, Type D	130	SY	\$45.00	\$5,850.00	\$18.00	\$2,340.00	\$40.00	\$5,200.00	\$23.00	\$2,990.00	\$31.50	\$4,095.00
25	Lower 8" Water Line	2	EA	\$3,200.00	\$6,400.00	\$3,800.00	\$7,600.00	\$4,000.00	\$8,000.00	\$3,574.00	\$7,148.00	\$3,643.50	\$7,287.00
26	Construction Contingency for Paving and Drainage	1	LS	\$17,000.00	\$17,000.00	\$17,000.00	\$17,000.00	\$17,000.00	\$17,000.00	\$17,000.00	\$17,000.00	\$17,000.00	\$17,000.00
	Subtotal - Streets and Drainage				\$387,762.00		\$416,942.00		\$449,610.00		\$457,432.00		\$427,936.50
27	Mobilization for Sanitary Sewer	1	LS	\$12,000.00	\$12,000.00	\$18,200.00	\$18,200.00	\$20,000.00	\$20,000.00	\$7,550.00	\$7,550.00	\$14,437.50	\$14,437.50
28	Remove, Haul off & Dispose of Exist. Sanitary Sewer Manhole	6	EA	\$850.00	\$5,100.00	\$600.00	\$3,600.00	\$1,000.00	\$6,000.00	\$600.00	\$3,600.00	\$762.50	\$4,575.00
29	Install Sanitary Sewer 4' Dia. Eccentric Cone Manhole	13	EA	\$4,750.00	\$61,750.00	\$4,000.00	\$52,000.00	\$3,600.00	\$46,800.00	\$3,400.00	\$44,200.00	\$3,937.50	\$51,187.50
30	Install 8" SDR 35 PVC Pipe	3853	LF	\$38.00	\$146,414.00	\$46.00	\$177,238.00	\$65.00	\$250,445.00	\$54.00	\$208,062.00	\$50.75	\$195,539.75
31	Trench Safety Plan and Implementation for Sanitary Sewer	3853	LF	\$1.00	\$3,853.00	\$2.00	\$7,706.00	\$1.00	\$3,853.00	\$1.00	\$3,853.00	\$1.25	\$4,816.25
32	Install 4" SDR 35 PVC Lateral with Double Cleanout	120	EA	\$750.00	\$90,000.00	\$720.00	\$86,400.00	\$400.00	\$48,000.00	\$850.00	\$102,000.00	\$680.00	\$81,600.00
33	Sanitary Sewer Repair with PVC Fittings and Length of Pipe	1	EA	\$3,800.00	\$3,800.00	\$550.00	\$550.00	\$500.00	\$500.00	\$400.00	\$400.00	\$1,312.50	\$1,312.50
34	Sanitary Sewer Lateral Repair	1	EA	\$3,690.00	\$3,690.00	\$550.00	\$550.00	\$600.00	\$600.00	\$330.00	\$330.00	\$1,292.50	\$1,292.50
35	Construction Contingency for Sanitary Sewer	1	LS	\$19,000.00	\$19,000.00	\$19,000.00	\$19,000.00	\$19,000.00	\$19,000.00	\$19,000.00	\$19,000.00	\$19,000.00	\$19,000.00
	Subtotal - Storm, Water and Wastewater				\$345,607.00		\$365,244.00		\$395,198.00		\$388,995.00		\$373,761.00
	TOTAL BASE BID				\$733,369.00		\$782,186.00		\$844,808.00		\$846,427.00		\$801,697.50
	Contractor's Bid				Same		Same		Same		Same		

ENGINEER'S ESTIMATE \$765,800.00

Certified By:

Steve Spanos
Steve Spanos, P.E., Director of Engineering



**2010 ALLEY RECONSTRUCTION PHASE II
WITH SANITARY SEWER REPLACEMENT
MAY 2013**



**CITY OF
RICHARDSON
TEXAS**



MEMO

DATE: March 4, 2013
TO: Kent Pfeil – Director of Finance
FROM: Pam Kirkland – Purchasing Manager *Pam*
SUBJECT: Award of Bid #29-13 for the Stages, Lighting, Sound, Backline, Miscellaneous Structures & Stage Personnel for City Festivals to Dallas Backup, Inc. dba Onstage Systems in the amount of \$172,972

Proposed Date of Award: February 11, 2013

I concur with the recommendation of Geoff Fairchild – Special Events Manager, and request permission to issue a purchase order for the above referenced stages and production services to Dallas Backup, Inc. dba Onstage Systems in an estimated amount of \$172,972.

This bid included stages, sound, lighting, miscellaneous structures and stage personnel for Wildflower Festival!, Cottonwood Art Festival, Family 4th, and Corporate Challenge. The award of this bid was based on best value criteria as provided in the Texas Local Government Code, Chapter 252.043, which allows consideration of other factors besides price alone when awarding a contract for goods and services. The selection committee was comprised of myself, Geoff Fairchild – Special Events Manager and Dan Baker – Superintendent of Parks. The bids were evaluated on five criteria specified in the bid:

- 1) total bid amount;
- 2) experience and qualifications of the bidder's personnel;
- 3) information/comments from references;
- 4) extent the goods/services meet the needs of the City;
- 5) attendance at the site visit

Two bids were received from Dallas Backup, Inc. dba Onstage Systems and Production Experience, Inc. dba Sound Mind Events. Dallas Backup, Inc. was the unanimous decision of the committee, scored a total of 93.19 of 100 points on the award criteria, and best fits the needs of the City, as outlined in Mr. Fairchild's attached memo.

The equipment cost for all city festivals is \$152,972 and the backline costs for Wildflower Festival! are estimated at \$20,000 for a total estimated award of \$172,972. The backline costs cannot be determined until the artist's riders are finalized. Dallas Backup, Inc. will provide frequent expense updates on backline costs as they are negotiated and confirmed for approval by Mr. Fairchild. Funding is provided in account 011-0230-512-5981.

A prebid conference was held on February 7, 2013 and six bidders and two staff members were in attendance. The bid was advertised in *The Dallas Morning News* on January 30 and February 6, 2013 and was posted on Bidsync.com.

Concur:

Kent Pfeil
Kent Pfeil

Attachments

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



MEMO

TO: Pam Kirkland, Director of Purchasing

FROM: Geoff Fairchild, Special Events Manager- Parks and Recreation Department

RE: Stage, Lighting, Sound, Backline, Miscellaneous Structures & Stage Personnel bid for various City of Richardson produced events.

DATE: March 4, 2013

The Parks and Recreation Department recommends awarding the Stage, Lighting, Sound, Backline, Miscellaneous Structures & Stage Personnel bid (#29-13) to Onstage Systems for the various events (Wildflower Festival, Cottonwood Festival, Family Fourth, Corporate Challenge Opening Ceremony) produced by the Parks and Recreation Department. The total annual cost for all items is \$152,972 (with the exception of the band backline needed for the city's Wildflower Festival, which we estimate at \$20,000).

Onstage Systems clearly met the City's standards regarding the bid specifications as well as experience with similar size events and experience of key personnel.

While both bidders demonstrated viable references and quality work in the respective events they were involved with, it was clear to the review committee that the events Sound Mind was/is involved with, as well as their particular involvement with each, were not on par with the level of the Wildflower Festival (the needs of the Wildflower Festival were specifically highlighted in the bid and the ability to fulfill those needs was the main focal point of this bid).

In addition, Sound Mind Events did not provide a detailed company history, biographies of key personnel, nor a summary of the firm's capabilities to provide goods and services for an event similar in scope to Wildflower. The City requested a minimum of five comparable scale events equal to the Wildflower Festival that the bidder had participated in. Sound Mind was only able to list two events that the review committee felt was close in scale to the Wildflower Festival, and in one of those cases Sound Mind only provided stages to that event.


The account number for this expenditure is 011-0230-512-5981. Please contact me with any questions, 972-744-4583.

ITEM NO.	DESCRIPTION	EST. QTY.	UNIT	DALLAS BACKUP, INC. dba ONSTAGE SYSTEMS		PRODUCTION EXPER. dba SOUND MIND EVENTS		UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT				
1	Main Stage - WFF	1	lot	\$21,500.00	\$21,500.00	\$16,530.00	\$16,530.00				
2	Main Stage - WFF, Sound	1	lot	\$20,500.00	\$20,500.00	\$13,305.00	\$13,305.00				
3	Main Stage - WFF, Optional FOH console	1	ea	\$1,500.00	\$1,500.00	\$375.00	\$375.00				
4	Main Stage - EFF, Optional monitor console	1	ea	\$1,500.00	\$1,500.00	\$375.00	\$375.00				
5	Main Stage - WFF, Lighting	1	lot	\$9,800.00	\$9,800.00	\$6,415.00	\$6,415.00				
6	Main Stage - WFF, Optional Lighting, if needed	1	lot	\$2,250.00	\$2,250.00	\$3,500.00	\$3,500.00				
7	Plaza Stage II - WFF, Stage	1	lot	\$15,500.00	\$15,500.00	\$13,140.00	\$13,140.00				
8	Plaza Stage II - WFF, Sound	1	lot	\$13,750.00	\$13,750.00	\$8,510.00	\$8,510.00				
9	Plaza Stage II - WFF, Optional FOH 48 Console	1	ea	\$1,500.00	\$1,500.00	\$375.00	\$375.00				
10	Plaza Stage II - WFF, Optional Monitor Console	1	ea	\$1,500.00	\$1,500.00	\$375.00	\$375.00				
11	Plaza Stage II - WFF, Lighting	1	lot	\$8,250.00	\$8,250.00	\$5,265.00	\$5,265.00				
12	Plaza Stage II - WFF, Optional Lighting, if need	1	lot	\$2,250.00	\$2,250.00	\$3,500.00	\$3,500.00				
13	Misc. Structures - WFF, Gateways	2	ea	\$2,600.00	\$5,200.00	\$3,700.00	\$7,400.00				
14	Misc. Structures - WFF, Video Camera Platform	1	ea	\$200.00	\$200.00	\$3,120.00	\$3,120.00				
15	Misc. Structures - WFF, Video Screen Platform	1	ea	\$800.00	\$800.00	\$480.00	\$480.00				
16	Stagehand, hourly rate	594	hr	\$20.50	\$12,177.00	\$25.00	\$14,850.00	(18 hrs per day x 3 days x 11 people = 594 hours)			
17	Backline Technician, daily rate	108	hr	\$23.61	\$2,550.00	\$25.00	\$2,700.00	(18 hrs per day x 3 days x 2 people - 108 hours)			
18	Production Manager, daily rate (18 hr x 3 days)	54	hr	\$30.56	\$1,650.00	\$25.00	\$1,350.00				
19	Sound Technician, daily rate (18 hr x 3 days)	54	hr	\$23.61	\$1,275.00	\$25.00	\$1,350.00				
20	Lighting Designer, daily rate (18 hr x 3 days)	54	hr	\$23.61	\$1,275.00	\$25.00	\$1,350.00				
21	Stage Manager, daily rate (3 days x 2 people)	6	ea	\$500.00	\$3,000.00	\$400.00	\$2,400.00				
22	Corporate Challenge - Sound	1	ea	\$3,550.00	\$3,550.00	\$4,290.00	\$4,290.00				
23	Family Fourth - Stage	1	ea	\$6,000.00	\$6,000.00	\$11,372.00	\$11,372.00				
24	Family Fourth - Sound	1	ea	\$4,200.00	\$4,200.00	\$7,055.00	\$7,055.00				
25	Family Fourth - Lighting	1	ea	\$2,100.00	\$2,100.00	\$3,400.00	\$3,400.00				
26	Family Fourth - Labor for technicians	1	lot	\$6,700.00	\$6,700.00	\$3,500.00	\$3,500.00				
27	Cottonwood - Stage Platform	1	ea	\$2,495.00	\$2,495.00	\$2,445.00	\$2,445.00				

ITEM NO.	DESCRIPTION	EST. QTY.	UNIT	DALLAS BACKUP, INC. dba ONSTAGE SYSTEMS		PRODUCTION EXPER. dba SOUND MIND EVENTS		UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT				
28	Backline for WFF - Estimate	1	lot		\$20,000.00		\$20,000.00				
	TOTAL PRICE				\$172,972.00		\$158,727.00				
	F.O.B. TERMS			Destination Net 30		Destination Net 30					



MEMO

DATE: March 5, 2013
TO: Kent Pfeil – Director of Finance
FROM: Pam Kirkland – Purchasing Manager 
SUBJECT: Award of Bid #31-13 for the re-bid of the Annual Requirements Contract for Graffiti Removal, Wall Washing & Painting for Community Services to Envirotek USA, LLC and Real Estate Restoration pursuant to unit prices

Proposed Date of Award: March 11, 2013

I concur with the recommendation of Lindsay Turman – Community Services Supervisor, and request permission to issue an annual requirements contract for graffiti removal, wall washing and painting to Envirotek USA, LLC, and Real Estate Restoration, pursuant to unit prices and as outlined in Ms. Turman's attached memo.

This contract provided for a primary and secondary contractor in each category in order to expedite graffiti removal, wall washing and painting, as necessary. The term of the contract is for one (1) year with options for four (4) additional one (1) year renewal periods, if agreeable to both parties. The award of this contract allows the city to use the irrigation installation services as the requirements and needs of the city arise on an annual basis and during any subsequent renewal period(s). Since the city is not obligated to pay for or use a minimum or maximum amount of installation of irrigation services, payment will be rendered pursuant to the unit prices bid.

Funding is provided from account 011-0250-505-6192. The bid was advertised in *The Dallas Morning News* on February 12 & 19, 2013 and posted on Bidsync.com. A prebid conference was held on February 20, 2013 and seven hundred nineteen electronic notices were distributed; twenty-nine vendors viewed the bid; and four bids were received.

Concur:



Kent Pfeil

Attachments

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



MEMO

TO: Pam Kirkland
FROM: Lindsay Turman
DATE: 03/01/2013
SUBJECT: Award of Bid #31-13: Graffiti Removal / Wall Washing Program

After careful review, the Community Services department recommends the award of Bid #31-13, Category 1, Graffiti Removal, be awarded to the low bidder, Envirotek USA, LLC. The second lowest bidder, Real Estate Restoration, will be awarded as the secondary graffiti removal contractor.

Furthermore, Community Services recommends that the award of Bid #31-13, Category 2, Wall Washing, be awarded to the low bidder, Real Estate Restoration. The second lowest bidder, Envirotek USA, LLC will be awarded as the secondary wall washing contractor.

Funds are budgeted in account #011-0250-505-6192

Thank you for your time and consideration,

Lindsay Turman
Community Services Manager
972-744-4168

		Primary Award		Araya Clean of North Texas		Envirotek USA, LLC		HWC System		Real Estate Restoration	
		Secondary Award									
ITEM NO.	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
Category I CATEGORY 1											
1	Soda or Sand Blasting-Graffiti	5000	ea	1.250	\$6,250.00	1.000	\$5,000.00	1.250	\$6,250.00	1.150	\$5,750.00
2	Water Blasting with Sand-Graffiti	2500	ea	1.250	\$3,125.00	0.900	\$2,250.00	0.990	\$2,475.00	1.150	\$2,875.00
3	Water Blasting with Soda-Graffiti	2500	ea	1.250	\$3,125.00	1.180	\$2,950.00	1.250	\$3,125.00	1.150	\$2,875.00
4	Water Blasting-Graffiti	2500	sf	0.750	\$1,875.00	0.550	\$1,375.00	0.650	\$1,625.00	0.650	\$1,625.00
5	Painting: Contractor Providing Paint	5000	sf	0.950	\$4,750.00	0.800	\$4,000.00	0.950	\$4,750.00	0.950	\$4,750.00
6	Painting: Owner Providing Paint	1000	sf	0.850	\$850.00	0.650	\$650.00	0.750	\$750.00	0.750	\$750.00
7	Steam Removal-Graffiti	100	sf	1.000	\$100.00	0.850	\$85.00	0.950	\$95.00	0.950	\$95.00
8	Reapplying Graffiti Preventative	100	sf	1.000	\$100.00	0.850	\$85.00	0.950	\$95.00	0.950	\$95.00
9	Reapplying Stain	100	sf	1.000	\$100.00	0.850	\$85.00	0.950	\$95.00	0.950	\$95.00
Sub total - Category I					\$20,275.00		\$16,480.00		\$19,260.00		\$18,910.00
CATEGORY 2											
10	Painting Walls-Contractor Paint	50000	sf	1.050	\$52,500.00	0.900	\$45,000.00	0.950	\$47,500.00	0.800	\$40,000.00
11	Painting Walls-with Eco Paint	50000	sf	1.050	\$52,500.00	0.900	\$45,000.00	0.950	\$47,500.00	0.700	\$35,000.00
12	Painting Walls-Other providing Paint	50000	sf	1.050	\$52,500.00	0.900	\$45,000.00	0.950	\$47,500.00	0.600	\$30,000.00
13	Soda or Sand Blasting Entry Features	50000	sf	1.000	\$50,000.00	1.050	\$52,500.00	1.250	\$62,500.00	0.990	\$49,500.00
14	Water Blasting Entry Features	50000	sf	0.750	\$37,500.00	0.600	\$30,000.00	0.650	\$32,500.00	0.250	\$12,500.00
Sub-total Category II					\$245,000.00		\$217,500.00		\$237,500.00		\$167,000.00
CATEGORY 3											
15	Emergency Call Rate	20	hr	105.000	\$2,100.00	90.000	\$1,800.00	95.000	\$1,900.00	95.000	\$1,900.00
16	Traffic Control	50	hr	35.000	\$1,750.00	35.000	\$1,750.00	35.000	\$1,750.00	35.000	\$1,750.00
17	Minimum Charge per Job	1	ea	105.000	\$105.00	90.000	\$99.00	95.000	\$95.00	95.000	\$95.00
TOTAL					\$269,230.00		\$237,629.00		\$260,505.00		\$189,655.00



City of Richardson
City Council Work Session
Agenda Item Summary



Work Session Meeting Date: Monday, March 11, 2013

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

Staff Resource: Dan Johnson, City Manager

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

Board/Commission Action: Various, if applicable.

Action Proposed: No action will be taken.



City of Richardson
City Council Worksession
Agenda Item Summary



Worksession Meeting Date: Monday, March 11, 2013

Agenda Item: Review and Discuss the LBJ Express Project

Staff Resource: Dan Johnson, City Manager

Summary: Described by state transportation leaders as the most comprehensive and complex project of its type in the country, the approximately 17-mile LBJ Express project encompasses improvements along IH-635 from Luna Road to Greenville Avenue, as well as on IH-35E between Loop 12 and Valwood Parkway.

LBJ Express will combine the same number of general purpose main lanes that exist today with continuous frontage roads and approximately 13 miles of new express managed toll lanes. Drivers will have the choice to remain on the free, main lanes or to opt for new high-speed, express lanes with adjustable toll rates initially set in accordance with a methodology established by the North Central Texas Council of Governments.

Andy Rittler from the LBJ Express will be in attendance to provide an overview of this project.

Board/Commission Action: N/A

Action Proposed: N/A



City of Richardson
City Council Worksession
Agenda Item Summary



Worksession Meeting Date: Monday, March 11, 2013

Agenda Item: Review and Discuss the US 75 Corridor Study

Staff Resource: Dave Carter, Assistant Director

Summary: The Texas Department of Transportation (TxDOT) has initiated a study for the US 75 corridor from I-635 to SH 121 in Dallas and Collin Counties.

The purpose of this study is to identify alternatives and solutions to address mobility needs in the corridor and to minimize the impacts in the study area. As part of the study, detailed engineering drawings will be developed to depict the recommended solution and an environmental document will be developed to satisfy Federal Highway Administration (FHWA) requirements.

This project will address long range corridor needs with regard to capacity, safety, direct connections, interchanges, ramp modifications, frontage road improvements, intersection improvements, and parallel thoroughfares within the US 75 Corridor. The proposed project will analyze other feasible and prudent transportation alternatives within the designated study area to evaluate a range of viable alternatives (plus the No-Build), including integrating multiple alternative transportation modes, technologies, alignments, toll-operated facilities, managed lanes, facility management, operations, capacity, affordability, and constructability.

The project study is scheduled to be complete in September 2015 with several major milestones in 2014.

Board/Commission Action: N/A

Action Proposed: N/A



City of Richardson
City Council Worksession
Agenda Item Summary



Worksession Meeting Date: Monday, March 11, 2013

Agenda Item: Review and Discuss the Construction of the new Heights Recreation Center and Heights Family Aquatic Center

Staff Resource: Michael Massey, Director of Parks and Recreation

Summary: City staff will provide an update on the construction of the new Heights Recreation Center and Heights Family Aquatic Center that was approved in the 2010 Bond Program.

Board/Commission Action: N/A

Action Proposed: N/A



City of Richardson
City Council Work Session
Agenda Item Summary



Work Session Meeting Date: Monday, March 11, 2013

Agenda Item: Items of Community Interest

Staff Resource: Dan Johnson, City Manager

Summary: The City Council will have an opportunity to address items of community interest, including:

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

Board/Commission Action: NA

Action Proposed: No action will be taken.



City of Richardson
City Council Meeting/Work Session
Agenda Item Summary



Meeting Date: Monday, March 11, 2013

Agenda Item: Executive Session

Staff Resource: Dan Johnson, City Manager

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

- Personnel
 - Boards and Commissions
- Zoning Board of Adjustment/Building & Standards Commission

Board/Commission Action: N/A

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