

**RICHARDSON CITY COUNCIL
MONDAY, JULY 24, 2017
WORK SESSION AT 6:00 PM; COUNCIL MEETING AT 7:00 PM
CIVIC CENTER/CITY HALL, 411 W. ARAPAHO, RICHARDSON, TX**

The Richardson City Council will conduct a Work Session at 6:00 p.m. on Monday, July 24, 2017 in the Richardson Room of the Civic Center, 411 W. Arapaho Road, Richardson, Texas. The Work Session will be followed by a Council Meeting at 7:00 p.m. in the Council Chambers. Council will reconvene the Work Session following the Council Meeting if necessary.

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

WORK SESSION – 6:00 PM, RICHARDSON ROOM

• **CALL TO ORDER**

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

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

B. REVIEW AND DISCUSS METHODIST RICHARDSON MEDICAL CENTER

C. REVIEW AND DISCUSS AN UPDATE ON THE RICHARDSON IMPROVEMENT CORPORATION

D. REVIEW AND DISCUSS THE RECOMMENDATION FROM THE ONCOR CITIES STEERING COMMITTEE ON THE ONCOR RATE INCREASE REQUEST

E. REPORT ON ITEMS OF COMMUNITY INTEREST

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

COUNCIL MEETING – 7:00 PM, COUNCIL CHAMBERS

1. INVOCATION – MARK SOLOMON

2. PLEDGE OF ALLEGIANCE: U.S. AND TEXAS FLAGS – MARK SOLOMON

3. MINUTES OF THE JULY 10, 2017 MEETING, JULY 10, 2017 COUNCIL GOALS MEETING, AND JULY 17-18, 2017 BUDGET WORKSHOP MEETINGS

4. VISITORS

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

5. CONSENT AGENDA:

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

- A. CONSIDER ADOPTION OF ORDINANCE NO. 4225, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND ZONING MAP BY AMENDING ORDINANCE NO. 3781 BY AMENDING SPECIAL CONDITIONS ITEMS 6 AND 8 FOR THE SPECIAL PERMIT FOR A SENIOR INDEPENDENT LIVING FACILITY GRANTED BY ORDINANCE NO. 3781 FOR A 5.91-ACRE TRACT OF LAND ZONED PD PLANNED DEVELOPMENT FOR LR-M(2) USES AT 3551 NORTH STAR ROAD, WEST SIDE OF NORTH STAR ROAD, SOUTH OF E. RENNER ROAD, RICHARDSON, TEXAS.

- B. CONSIDER AWARD OF THE FOLLOWING BIDS:
 - 1. BID #70-17 – WE REQUEST AUTHORIZATION TO ISSUE ANNUAL REQUIREMENTS CONTRACTS TO WINFIELD SOLUTIONS (PRIMARY) AND HELENA CHEMICAL COMPANY (SECONDARY) FOR HERBICIDES, INSECTICIDES, AND CHEMICALS PURSUANT TO UNIT PRICES.

 - 2. BID #76-17 – WE RECOMMEND THE AWARD TO INSITUFORM TECHNOLOGIES, LLC FOR A COOPERATIVE CONTRACT FOR CAPACITY MANAGEMENT OPERATIONS MAINTENANCE ("CMOM") FY 2016-17 WASTEWATER MAINS REHABILITATION THROUGH THE LOCAL GOVERNMENT PURCHASING COOPERATIVE ("BUYBOARD") CONTRACT #462-14 PURSUANT TO UNIT PRICING.

 - 3. BID #78-17 – WE RECOMMEND THE AWARD TO REY-MAR CONSTRUCTION FOR THE EMERGENCY 30" WATER TRANSMISSION MAIN REPAIR LOCATED ON THE NORTH SIDE OF SPRING CREEK AND JUPITER ROAD PURSUANT TO TEXAS LOCAL GOVERNMENT CODE CHAPTER 252.022(A)(2)(3) DUE TO A PUBLIC CALAMITY THAT REQUIRES IMMEDIATE ACTION TO PROTECT THE PUBLIC HEALTH AND SAFETY OF OUR CITIZENS AND TO REPAIR THE UNFORESEEN DAMAGE OF PUBLIC PROPERTY IN THE AMOUNT OF \$74,685.

• **ADJOURN**

I CERTIFY THE ABOVE AGENDA WAS POSTED ON THE BULLETIN BOARD AT THE CIVIC CENTER/CITY HALL ON FRIDAY, JULY 21, 2017, 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 TAYLOR LOUGH, ADA COORDINATOR, VIA PHONE AT 972 744-4208, VIA EMAIL AT ADACOORDINATOR@COR.GOV, OR BY APPOINTMENT AT 411 W. ARAPAHO ROAD, RICHARDSON, TEXAS 75080.

PURSUANT TO SECTION 30.06 PENAL CODE (TRESPASS BY HOLDER WITH A CONCEALED HANDGUN), A PERSON LICENSED UNDER SUBCHAPTER H, CHAPTER 411, GOVERNMENT CODE (HANDGUN LICENSING LAW), MAY NOT ENTER THIS PROPERTY WITH A CONCEALED HANDGUN.

PURSUANT TO SECTION 30.07 PENAL CODE (TRESPASS BY HOLDER WITH AN OPENLY CARRIED HANDGUN), A PERSON LICENSED UNDER SUBCHAPTER H, CHAPTER 411, GOVERNMENT CODE (HANDGUN LICENSING LAW), MAY NOT ENTER THIS PROPERTY WITH A HANDGUN THAT IS CARRIED OPENLY.

FOR THE PURPOSE OF THIS NOTICE "PROPERTY" SHALL MEAN THE RICHARDSON ROOM AND COUNCIL CHAMBERS.



City of Richardson
City Council Worksession
Agenda Item Summary



- Worksession Meeting Date:** Monday, July 24, 2017
- Agenda Item:** Review and Discuss Methodist Richardson Medical Center
- Staff Resource:** Don Magner, First Assistant City Manager
- Summary:** Ken Hutchenrider, Jr., President of Methodist Richardson Medical Center (MRMC), will provide a status report of MRMC as well as provide a preview of upcoming enhancements related to expansions, developments, services and events.
- City Council Strategic Goals:** The agenda help further the following City Council Strategic Goals:
- Enhance the quality of life of our stakeholders
 - Attract and retain targeted businesses and increase the number, quality, and variety of job opportunities throughout the city
 - Increase the sense of community
 - Improve communications
- Background Information:** N/A



City of Richardson
City Council Worksession
Agenda Item Summary



Worksession Meeting Date:	Monday, July 24, 2017
Agenda Item:	Review and Discuss an Update on the Richardson Improvement Corporation
Staff Resource:	Shanna Sims-Bradish, Assistant City Manager
Summary:	City staff will provide an overview of the Richardson Improvement Corporation and discuss proposed changes to the Bylaws
City Council Strategic Goals:	The agenda help further the following City Council Strategic Goals: <ul style="list-style-type: none">• Enhance the quality of life of our stakeholders• Increase private participation and contributions
Background Information:	City staff will provide an overview of the purpose, history and operations of the Richardson Improvement Corporation. City staff will also highlight proposed changes to the Bylaws for the Richardson Improvement Corporation for City Council consideration.



City of Richardson
City Council Worksession
Agenda Item Summary



Worksession Meeting Date:	Monday, July 24, 2017
Agenda Item:	Review and discuss the recommendation from the Oncor Cities Steering Committee on the Oncor rate increase request
Staff Resource:	Brian Davis, Deputy Chief Information Officer, Technology and Franchising
Summary:	Staff will provide an overview of the action needed to process the rate filing submitted by Oncor in March.
City Council Strategic Goals:	This agenda helps further the following City Council Strategic Goals: <ul style="list-style-type: none">• Effective and efficient management of city finances.
Background Information:	On April 10, 2017, the City Council approved a resolution that suspended the rate increase Oncor filed on March 17, 2017. The Oncor Cities Steering Committee has evaluated the filing and staff will brief the City Council on the next steps in the Oncor rate setting process.
Financial Implications:	N/A

MINUTES
RICHARDSON CITY COUNCIL
WORK SESSION AND COUNCIL MEETING
JULY 10, 2017

- **Call to Order**

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

Paul Voelker	Mayor
Mark Solomon	Mayor Pro Tem
Bob Dubey	Councilmember
Scott Dunn	Councilmember
Mabel Simpson	Councilmember (<i>Arrived at 6:07 p.m.</i>)
Marta Gómez Frey	Councilmember
Steve Mitchell	Councilmember (<i>Arrived at 6:02 p.m.</i>)

The following staff members were also present:

Dan Johnson	City Manager
Don Magner	First Assistant City Manager
Kent Pfeil	Chief Financial Officer
Cliff Miller	Assistant City Manager Development Services
Shanna Sims-Bradish	Assistant City Manager Admin/Leisure Services
Aimee Nemer	City Secretary
Taylor Lough	Assistant to the City Manager
Michael Spicer	Director of Development Services
Lori Smeby	Director of Parks and Recreation
Curtis Poovey	Fire Chief
Jim Spivey	Police Chief

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

Michael Spicer, Director of Development Services, reviewed Zoning Files 17-14, 17-15, and Variance No. 17-01.

B. REVIEW AND DISCUSS RECOMMENDED CONCEPTS FOR PUBLIC ART AT THE PUBLIC SAFETY CAMPUS

Shanna Sims-Bradish, Assistant City Manager, reviewed goals and proposals for public art at the Public Safety Complex.

C. REVIEW AND DISCUSS AN UPDATE ON THE INCLUSIVE PLAYGROUND PROJECT

Lori Smeby, Director of Parks and Recreation, provided an update to Council including the project total of \$450,000 with a fundraising goal of \$250,000. She also explained proposed giving/recognition levels, the fundraising campaign, and announced the total amount donated to date of \$25,858.

D. REVIEW AND DISCUSS THE CITY COUNCIL GOALS: TACTICS STATUS REPORT

Don Magner, First Assistant City Manager, reviewed the City Council vision, goals, strategies, and tactic development guiding principles. He also reviewed ongoing projects.

Tactics Recap

- Initiate second phase of Main Street / Central study
- Work with Dallas County to maximize the scope of the W. Spring Valley Road Rehab project
- Develop resource to inform residents about infrastructure related projects
- Review and adopt international building codes
- Implement “Express Permitting” for tenant finish out permits projects
- Review and recommend revisions to commercial property/sign codes
- Implement Year 2 initiatives to make Richardson more ADA accessible
- Define, explore, and enhance multi-cultural initiatives in the community
- Evaluate and enhance communication material and methods used for welcoming new residents
- Develop a “How to do business” in Richardson for businesses for RCC and COR
- Work with RIA & HASR on an annual Compassionate Richardson event
- Expand Month of Volunteerism to collaborate with community partners on a city wide day of volunteerism
- Implement Police Public Service Announcements
- Establish standing committee with UT Dallas to enhance staff collaboration and planning
- Completion of IT Master Plan
- Obtain contemporary work order and asset management system
- Evaluate and organize cor.net based on commonly requested information in order to streamline repeat requests
- Conduct initial briefing regarding goals and strategies for branding study and future marketing campaigns
- Research and report on methods to refresh/update Richardson’s logo and possibility to create a tagline
- Conduct initial briefing related to citywide strategy regarding cultivating philanthropic opportunities and sponsorships of city services and events
- Develop historical profile of donors and their contributions
- Commence with implementation of the Spring Creek Nature Area Master Plan
- Make enhancements to “Bike Friendly Community” initiative
- Sherrill Park Golf Course Fee Survey / Adjustments
- Conduct “Gap-Analysis” of retail in Richardson to determine specific new feasible retail opportunities
- Create a staff leadership academy to provide skills development opportunities for current and future leaders
- Develop and implement training program focused on supporting new supervisors
- Develop a plan to begin citywide place-making, place-marking, and wayfinding initiative*

Ongoing Work Plan

- Implement 2015 Bond Program in a manner that is financially responsible, maximizes opportunities, and is clearly communicated to stakeholders

- Ongoing support of Cotton Belt Rail System
- Work with the NTMWD and member cities to explore alternative strategies for governance and rate setting
- Study options for rail station TOD “last mile”
- Continue to track and promote Richardson’s Vision for the US-75 Corridor Project
- Make customer focused improvements to City Hall through 2015 bond program
- Clearly state opportunities for donor participation and contributions
- Enhance REDP work plan to include additional small business programming, support and services
- Explore the next era of entrepreneurial programming and services
- Continue Economic Gardening Services
- Identify methods to solicit feedback regarding community programs, projects and services
- Evaluate and/or implement debt refunding opportunity
- Monitor and adjust fees and revenue
- Evaluate ways to enhance infrastructure maintenance strategies through operating budget support
- Finalize Water/Wastewater Infrastructure Management Plans
- Commence with aquatics assessment and planning initiative
- Conduct and implement Facilities Maintenance Master Plan
- Evaluate and develop recommendations regarding the city’s compensation and benefits package to ensure that both elements remain market competitive and financially sustainable
- Review compensation and benefits philosophy and practices with our benchmark cities

E. REPORT ON ITEMS OF COMMUNITY INTEREST

Mayor Voelker reported on the Miss Texas Pageant and the Family 4th Fireworks.

RECESS

Mayor Voelker recessed the Work Session at 6:56 p.m. and reconvened at 8:10 p.m.

COUNCIL MEETING – 7:00 PM, COUNCIL CHAMBERS

1. **INVOCATION – BOB DUBEY**
2. **PLEDGE OF ALLEGIANCE: U.S. AND TEXAS FLAGS – BOB DUBEY**
3. **MINUTES OF THE JUNE 12, 2017 AND JUNE 19, 2017 MEETINGS**

Council Action

Mayor Pro Tem Solomon moved to approve the Minutes as presented. Councilmember Mitchell seconded the motion. A vote was taken and passed, 7-0.

4. VISITORS

Mr. Jerry Nichols, spoke about the importance of reaching out to senior citizens. He also invited the public and City Council to the 9th Annual Senior Awareness Day sponsored by the City of Richardson and State Representative Angie Chen Button on August 4, 2017 at the Richardson Civic Center from 9:00 a.m. to noon.

PUBLIC HEARING ITEMS:

- 5. PUBLIC HEARING, ZONING FILE 17-14, A REQUEST BY NEDAL NASER WITH SHAMM MEDITERRANEAN CUISINE FOR APPROVAL OF A SPECIAL PERMIT FOR A SMOKING ESTABLISHMENT LOCATED AT 310 E. MAIN STREET, EAST OF S. GREENVILLE AVENUE, ON THE SOUTH SIDE OF E. MAIN STREET.**

Public Hearing

Chelsea Ridden, representing the applicant, was available for Council questions. With no further public comments, Councilmember Mitchell moved to close the Public Hearing, seconded by Mayor Pro Tem Solomon, and approved unanimously.

Council Comments

There was Council discussion regarding the size and configuration of the patio, food service hours, and the percentage of revenue this request would benefit the business.

Council Action

Councilmember Dunn moved to deny the request. Mayor Pro Tem Solomon seconded the motion. A vote was taken and passed, 6-1 with Mayor Voelker voting in opposition.

- 6. PUBLIC HEARING, ZONING FILE 17-15, A REQUEST BY MICHELLE REID AND BRAD FORSLUND WITH CHURCHILL RESIDENTIAL, INC. FOR APPROVAL OF A SPECIAL PERMIT FOR A SENIOR INDEPENDENT LIVING FACILITY WITH MODIFICATIONS TO THE DEVELOPMENT STANDARDS ON 5.91 ACRES LOCATED AT 3551 NORTH STAR ROAD, WEST SIDE OF NORTH STAR ROAD, SOUTH OF RENNER ROAD.**

Public Hearing

Victoria Clark, Community Manager for Evergreen; and Kim Hucks, previous Community Manager for Evergreen; addressed Council and were available for questions. Mayor Pro Tem Solomon moved to close the Public Hearing, seconded by Councilmember Dunn, and approved unanimously.

Council Action

Councilmember Frey moved to approve the request as presented. Councilmember Dunn seconded the motion. A vote was taken and passed, 7-0.

ACTION ITEM:

- 7. VARIANCE NO. 17-01: A REQUEST BY BART HUBBARD, REPRESENTING CANYON CREEK PRESBYTERIAN CHURCH, FOR A VARIANCE FROM CHAPTER 21, THE SUBDIVISION AND DEVELOPMENT CODE, TO WAIVE THE SCREENING REQUIREMENTS FOR A PARKING LOT OF A RELIGIOUS INSTITUTION IN A RESIDENTIAL DISTRICT FROM THE VIEW OF AN ADJACENT RESIDENTIAL DISTRICT LOCATED AT 3901 NORTH STAR ROAD.**

Council Action

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

8. CONSENT AGENDA:

- A. CONSIDER ADOPTION OF ORDINANCE NO. 4224, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND ZONING MAP TO GRANT A CHANGE IN ZONING TO GRANT A SPECIAL PERMIT FOR AN AMUSEMENT ARCADE ON A 10.859 ACRE LOT ZONED C-M COMMERCIAL DISTRICT LOCATED AT 112 W. CAMPBELL ROAD, ON THE NORTH SIDE OF W. CAMPBELL ROAD, WEST OF CENTRAL EXPRESSWAY, RICHARDSON, TEXAS.**

- B. CONSIDER RESOLUTION NO. 17-10, APPOINTING STEVE MITCHELL TO THE AGGREGATED POSITION OF REPRESENTATIVE, AND IVAN HUGHES AS ALTERNATE TO THE AGGREGATED POSITION OF REPRESENTATIVE, TO THE REGIONAL TRANSPORTATION COUNCIL OF THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS, WHICH FRACTIONAL ALLOCATION MEMBERSHIP IS SHARED WITH THE TOWN OF ADDISON.**

- C. CONSIDER AWARD OF THE FOLLOWING BIDS:**
 - 1. BID #56-17 – WE REQUEST AUTHORIZATION TO ISSUE AN ANNUAL REQUIREMENTS CONTRACT TO FIRE HYDRANT SERVICING FOR FIRE HYDRANT MAINTENANCE PURSUANT TO UNIT PRICES.**

 - 2. BID #61-17 – WE REQUEST AUTHORIZATION TO ISSUE AN ANNUAL REQUIREMENTS CONTRACT TO BIG CITY CRUSHED CONCRETE FOR AGGREGATE FLEX BASE MATERIAL PURSUANT TO UNIT PRICES.**

 - 3. BID #67-17 – WE RECOMMEND THE AWARD TO NORTH ROCK CONSTRUCTION, LLC FOR SOIL EXCAVATION AND RIVER ROCK PLACEMENT FOR RENNER ROAD MEDIAN IMPROVEMENTS IN THE AMOUNT OF \$77,247.39.**

 - 4. BID #69-17 – WE RECOMMEND THE AWARD TO BARBIZON LIGHT FOR THE EISEMANN CENTER THEATRICAL/ARCHITECTURAL LIGHTING CONTROL UPGRADES IN THE AMOUNT OF \$177,900.**

 - 5. BID #74-17 – WE REQUEST AUTHORIZATION TO ISSUE A PURCHASE ORDER TO ALTEC INDUSTRIES, INC., FOR THE COOPERATIVE PURCHASE OF ONE (1) CAB/CHASSIS WITH 65' AERIAL FOR PARKS THROUGH THE TEXAS MULTIPLE AWARD SCHEDULE COOPERATIVE ("TXMAS") CONTRACT #11-23V050 IN THE AMOUNT OF \$200,237.**

Council Action

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

ADJOURNMENT

With no further business, the meeting was adjourned at 8:33 p.m.

MAYOR

ATTEST:

CITY SECRETARY

MINUTES
RICHARDSON CITY COUNCIL
WORK SESSION AND COUNCIL GOALS MEETING
JULY 10, 2017

• **Call to Order**

Mayor Voelker called the meeting to order at 8:40 p.m. with the following Council members present:

Paul Voelker	Mayor
Mark Solomon	Mayor Pro Tem
Bob Dubey	Councilmember
Scott Dunn	Councilmember
Mabel Simpson	Councilmember
Marta Gómez Frey	Councilmember
Steve Mitchell	Councilmember

The following staff members were also present:

Dan Johnson	City Manager
Don Magner	First Assistant City Manager
Taylor Lough	Assistant to the City Manager

WORK SESSION/MEETING – LARGE CONFERENCE ROOM

A. VISITORS

There were no visitors comments submitted.

B. REVIEW AND DISCUSS THE CITY COUNCIL GOALS: TACTICS STATUS REPORT

This item was covered during the 6:00 p.m. Work Session. *(See July 10, 2017 Work Session Minutes)*

C. REVIEW AND DISCUSS COUNCIL GOALS FOR THE 2017-2019 COUNCIL TERM

City Manager Johnson reviewed the process and timeline for goalsetting. Council discussed ongoing and new goals for the 2017-2019 Council term.

ADJOURNMENT

With no further business, the meeting was adjourned at 10:31 p.m.

MAYOR

ATTEST:

CITY SECRETARY

MINUTES
RICHARDSON CITY COUNCIL
BUDGET WORKSHOP MEETING
JULY 17 – 18, 2017

• **Call to Order**

Mayor Voelker called the meeting to order at 6:04 p.m. (Monday) and 6:03 p.m. (Tuesday) with the following Council members present on both nights:

Paul Voelker	Mayor
Mark Solomon	Mayor Pro Tem
Bob Dubey	Councilmember
Scott Dunn	Councilmember
Mabel Simpson	Councilmember
Marta Gómez Frey	Councilmember
Steve Mitchell	Councilmember

The following staff members were also present on both nights:

Dan Johnson	City Manager
Don Magner	First Assistant City Manager
Kent Pfeil	Chief Financial Officer
Cliff Miller	Assistant City Manager Development Services
Shanna Sims-Bradish	Assistant City Manager Admin/Leisure Services
Gary Beane	Budget Officer
Robert Clymire	Assistant Budget Officer
Keith Dagen	Finance Director
Taylor Lough	Assistant to the City Manager
Ashley Barraza	Management Intern

BUDGET WORKSHOP – 6:00 P.M., RICHARDSON ROOM

A. VISITORS

There were no visitors comments submitted during either meeting.

B. REVIEW AND DISCUSS FISCAL YEAR 2017-2018 BUDGET FOR OPERATIONS, CAPITAL IMPROVEMENTS, AND DEBT SERVICE

Monday

- City Manager Johnson provided an overview of the FY 2017-2018 Budget
- Gary Beane, Budget Officer, reviewed the General Fund revenues and expenditures for FY 2016-2017 and the proposed revenues and expenditures for FY 2017-2018
- Keith Dagen, Finance Director, reviewed the FY 2016-2017 and proposed FY 2017-2018 Capital Improvement Program and Debt Program

Tuesday

- City Manager Johnson provided an overview of the Budget Workshop format
- Gary Beane, Budget Officer, provided an overview of the Water/Sewer Fund, Solid Waste Fund, Golf Fund, and Hotel/Motel Tax Fund

- Mr. Johnson reviewed the timeline for discussing the proposed budget, the public hearing schedule, and the schedule for consideration to approve the budget at the September 11, 2017 meeting
- Council discussed the budget information provided

ADJOURNMENT

With no further business, the meeting was adjourned at 9:48 p.m. (Monday) and 7:45 p.m. (Tuesday).

MAYOR

ATTEST:

CITY SECRETARY

ORDINANCE NO. 4225

AN ORDINANCE OF THE CITY OF RICHARDSON, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND ZONING MAP OF THE CITY OF RICHARDSON, AS HERETOFORE AMENDED, BY AMENDING ORDINANCE NO. 3781 BY AMENDING SPECIAL CONDITIONS ITEMS 6 AND 8 FOR THE SPECIAL PERMIT FOR A SENIOR INDEPENDENT LIVING FACILITY GRANTED BY ORDINANCE NO. 3781 FOR A 5.91-ACRE TRACT OF LAND ZONED PD PLANNED DEVELOPMENT FOR LR-M(2) USES AT 3551 NORTH STAR ROAD, WEST SIDE OF NORTH STAR ROAD, SOUTH OF E. RENNER ROAD, 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 17-15).

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 amended by amending Ordinance No. 3781 by amending special conditions items 6 and 8 for the Special Permit for a senior independent living facility granted by Ordinance No. 3781 for 5.91 acres zoned PD Planned Development for LR-M(2), located 3551 North Star Road, west side of North Star Road, south of E. Renner Road, Richardson, Texas, and being more particularly described in Exhibit “A” attached hereto and made a part hereof for all purposes.

SECTION 2. That the Special Permit for a senior independent living center conditionally granted by Ordinance No. 3781 is hereby amended by amending special conditions items 6 and 8 to read as follows:

“6. A minimum 30-foot setback shall be allowed along the southern property line as depicted in the Concept Plan except for the recycle dumpster and enclosure.”

“8. Parking shall be provided at a ratio of 1.25 parking spaces per dwelling unit with covered parking provided at 0.49 parking spaces per unit.”

SECTION 3. That the above-described tract of land shall be used in the manner and for the purpose provided for by the Comprehensive Zoning Ordinance of the City of Richardson, Texas, as heretofore amended, and as amended herein.

SECTION 4. That Ordinance No. 3781 shall remain in full force and effect except as amended herein, and all provisions of the ordinances of the City of Richardson in conflict with the provisions of this Ordinance be, and the same are hereby, repealed, and all other provisions of the ordinances of the City of Richardson not in conflict with the provisions of this Ordinance shall remain in full force and effect.

SECTION 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 24th day of July, 2017.

APPROVED:

MAYOR

APPROVED AS TO FORM:

CORRECTLY ENROLLED:

CITY ATTORNEY
(PGS:7-18-17:19.88143)

CITY SECRETARY

EXHIBIT "A"
LEGAL DESCRIPTION

LOT 1A, BLOCK A, REPLAT BRECKINRIDGE COMMONS ADDTION, an addition to the City of Richardson, Collin County, Texas, according to the plat thereof recorded under Clerk's Instrument No. 20100104000015240, Plat Records, Collin County, Texas.



MEMO

DATE: July 17, 2017

TO: Keith Dagen – Director of Finance

FROM: Todd Gastorf – Purchasing Manager *TG*

SUBJECT: Award of Bid #70-17 for Annual Requirements Contracts for Herbicides, Insecticides, and Chemicals to Winfield Solutions (primary) and Helena Chemical Company (secondary) pursuant to unit prices

Proposed Date of Award: July 24, 2017

I concur with the recommendation of Dan Baker – Assistant Director of Parks and Recreation, and request permission to issue annual requirements contracts for herbicides, insecticides, and chemicals to Winfield Solutions (primary contractor) and Helena Chemical Company (secondary contractor) pursuant to the attached unit prices. Winfield Solutions provided the best overall pricing for the items listed in the bid. Helena Chemical Company is recommended for award as secondary contractor to supply items listed in the bid which are not available through Winfield Solutions at the time they are needed.

The initial 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 allows the city to purchase the above referenced goods 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 supplies, payment will be rendered pursuant to the unit prices specified.

City staff estimates annual expenditures to be approximately \$60,000 and funding is available in account 011-3061-541-6122.

The bid was advertised in *The Dallas Morning News* on June 1 & 8, 2017 and posted on Bidsync. A total of 1,401 electronic solicitations were distributed and twenty-eight (28) vendors viewed the bid. A pre-bid conference was held on June 8, 2017 and eight (8) bids were received.

Concur:


Keith Dagen

ATTACHMENTS



MEMO

TO: Todd Gastorf – Purchasing Manager
FROM: Dan Baker – Assistant Director of Parks
DATE: 7-06-17
SUBJECT: Bid #70-17 annual requirements contract for Herbicides,
insecticides and Chemicals

Dan Baker 7/7/17

The Parks Department would like to seek council approval to award Bid # 70-17 to Winfield Solutions as primary vendor since they bid on 43 of 44 line items and are the apparent low bidder. We recommend awarding Helena Chemical Company as secondary vendor since they bid on 42 of 44 line items and are the next lowest bid. Awarding the secondary contract allows the City to obtain Chemical products that may not be available from the primary vendor.

The Parks Department estimates annual expenditures of \$60,000 to be funded through account # 011-3061-541- 6122

**BID TABULATION
 ANNUAL REQUIREMENTS CONTRACT FOR
 HERBICIDES, INSECTICIDES, AND CHEMICALS**

ITEM NO.	DESCRIPTION	EST. QTY.	UNIT	BWI		Harrells, LLC		Helena Chemical Company		Pro Pest and Lawn Store	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	Round-Up PRO Concentrate, 2.5 gallon	50	EA	48.220	\$ 2,411.00	33.310	\$ 1,665.50 *	44.000	\$ 2,200.00		
2	Sethoxydim (FKA Vantage), 2.5 gallon	12	EA	245.000	\$ 2,940.00 *	NO BID		230.000	\$ 2,760.00 *		
3	Trimec 2-4 D Southern, 1 gallon	25	EA	59.350	\$ 1,483.75	146.000	\$ 3,650.00	52.000	\$ 1,300.00 *		
4	Aquamaster-Aquatic Herbicide, 2.5 gallon	35	EA	44.160	\$ 1,545.60 *	65.820	\$ 2,303.70 *	72.500	\$ 2,537.50		
5	Confront, 2.5 gallon	20	EA	119.400	\$ 2,388.00 *	140.980	\$ 2,819.60 *	125.000	\$ 2,500.00 *		
6	Primo Max, 1 gallon	15	EA	290.000	\$ 4,350.00 *	127.110	\$ 1,906.65	145.000	\$ 2,175.00 *		
7	Sedgehammer, 1 lb	1	EA	65.930	\$ 65.93 *	NO BID		1040.595	\$ 1,040.60 *		
8	Certainty Tutf Herbicide, 1.25 oz	12	EA	76.390	\$ 916.68	79.400	\$ 952.80	72.000	\$ 864.00		
9	Solitare Herbicide, 1 lb	20	EA	107.260	\$ 2,145.20	118.450	\$ 2,369.00	110.530	\$ 2,210.60		
10	Surflan A.S, 2.5 gallon	40	EA	110.640	\$ 4,425.60	135.800	\$ 5,432.00	125.000	\$ 5,000.00		
11	Ronstrar G, 50 lb. bag	14	EA	75.860	\$ 1,062.04	77.200	\$ 1,080.80	71.250	\$ 997.50		
12	Princep 4L, 2.5 gallon	80	EA	38.740	\$ 3,099.20	43.350	\$ 3,468.00	41.250	\$ 3,300.00		
13	Pendulum 3.3 EC Herbicide, 2.5 gallon	80	EA	63.830	\$ 5,106.40	90.250	\$ 7,220.00	72.500	\$ 5,800.00	**Non-responsive**	
14	Barricade 65 WG, 10 lb	25	EA	205.000	\$ 5,125.00 *	92.400	\$ 2,310.00 *	90.000	\$ 2,250.00 *		
15	Gallery SC, 1 lb	40	EA	125.000	\$ 5,000.00 *	125.000	\$ 5,000.00 *	113.000	\$ 4,520.00 *		
16	Dimension, 2.5 gallon	10	EA	578.750	\$ 5,787.50	578.750	\$ 5,787.50	500.000	\$ 5,000.00		
17	SureGuard Herbicide, 1 lb	10	EA	147.300	\$ 1,473.00	141.550	\$ 1,415.50	120.000	\$ 1,200.00 *		
18	Barricade/Resolute 4FL, 2.5 gallon	40	EA	357.500	\$ 14,300.00 *	173.325	\$ 6,933.00 *	357.500	\$ 14,300.00 *		
19	Pendulum Aqua Cap, 2.5 gallon	40	EA	128.930	\$ 5,157.20	153.800	\$ 6,152.00	135.000	\$ 5,400.00		
20	Aquathol, 2.5 gallon	40	EA	NO BID		226.600	\$ 9,064.00 *	197.500	\$ 7,900.00		
21	Aquathol-Super K, 10lb	38	EA	NO BID		NO BID		222.700	\$ 8,462.60		
22	Aqua Clear Lake Dye, 1 gallon	300	EA	27.840	\$ 8,352.00 *	36.580	\$ 10,974.00 *	40.000	\$ 12,000.00 *		
23	K-Tea Algacide, 2.5 gallon	32	EA	60.770	\$ 1,944.64	62.150	\$ 1,988.80	57.500	\$ 1,840.00 *		
24	Reward Aquatic, 2.5 gallon	20	EA	197.500	\$ 3,950.00	197.500	\$ 3,950.00	125.000	\$ 2,500.00 *		
25	Malathion , 1 gallon	10	EA	78.310	\$ 783.10 *	NO BID		NO BID			

**BID TABULATION
 ANNUAL REQUIREMENTS CONTRACT FOR
 HERBICIDES, INSECTICIDES, AND CHEMICALS**

ITEM NO.	DESCRIPTION	EST. QTY.	UNIT	BWI		Harrells, LLC		Helena Chemical Company		Pro Pest and Lawn Store	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
26	Talstar PL, 20 lb	15	EA	19.380	\$ 290.70 *	13.000	\$ 195.00 *	15.650	\$ 234.75 *	**Non-responsive**	
27	Marathon Granular, 1 lb	5	EA	60.000	\$ 300.00 *	56.150	\$ 280.75 *	10.000	\$ 50.00 *		
28	Advion, 12 lb	40	EA	227.950	\$ 9,118.00 *	201.000	\$ 8,040.00 *	138.000	\$ 5,520.00 *		
29	Award Fire Ant Bait, 25 lb	23	EA	242.660	\$ 5,581.18	280.250	\$ 6,445.75	187.500	\$ 4,312.50 *		
30	Extinguish Plus, 25 lb	15	EA	175.570	\$ 2,633.55	185.000	\$ 2,775.00	187.500	\$ 2,812.50		
31	Talstar P/Talstar One, 1 gallon	20	EA	35.710	\$ 714.20 *	36.100	\$ 722.00	30.000	\$ 600.00		
32	Turk Mark Blue, 1 gallon	150	EA	37.160	\$ 5,574.00	60.750	\$ 9,112.50 *	53.000	\$ 7,950.00		
33	Surf King Plus, 2.5 gallon	36	EA	18.980	\$ 683.28 *	45.650	\$ 1,643.40 *	60.000	\$ 2,160.00 *		
34	Drift Control Interlock, 32 oz.	10	EA	NO BID		NO BID		10.000	\$ 100.00 *		
35	Cutrine Plus, 2.5 gallon	60	EA	54.640	\$ 3,278.40	58.800	\$ 3,528.00	55.000	\$ 3,300.00		
36	Round Up 365 max, 1 gallon	40	EA	208.260	\$ 8,330.40 *	NO BID		NO BID			
37	Esplanade 200 SC, 2.5 gallon	8	EA	5767.580	\$ 46,140.64 *	NO BID		2729.600	\$ 21,836.80		
38	Esplanade EZ, 2.5 gallon	8	EA	NO BID		NO BID		115.000	\$ 920.00		
39	Specticle FLO Herbicide, 1 gallon	20	EA	1468.800	\$ 29,376.00	1468.800	\$ 29,376.00 *	1468.800	\$ 29,376.00		
40	Celsius WG, 10 oz jar	6	EA	98.120	\$ 588.72	98.120	\$ 588.72	98.120	\$ 588.72		
41	Tribute, 6 oz jar	10	EA	339.070	\$ 3,390.70	339.070	\$ 3,390.70	339.070	\$ 3,390.70		
42	Dyneamic Seed Oil Surfactant, 1 gallon	30	EA	28.010	\$ 840.30 *	17.700	\$ 531.00 *	54.000	\$ 1,620.00		
43	Cutrine G, 30 lb bag	4	EA	75.930	\$ 303.72 *	65.700	\$ 262.80	75.600	\$ 302.40		
44	Delivery	1	EA	0.000	\$ -	0.000	\$ -	0.000	\$ -		
	* Alternate Item Bid										
TOTAL GROSS PRICE					\$ 200,955.63		\$ 153,334.47		\$ 183,132.17	\$ -	

**BID TABULATION
 ANNUAL REQUIREMENTS CONTRACT FOR
 HERBICIDES, INSECTICIDES, AND CHEMICALS**

ITEM NO.	DESCRIPTION	EST. QTY.	UNIT	Red River Specialties LLC		SiteOne Landscape Supply		Target Specialty Products		Winfield Solutions	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	Round-Up PRO Concentrate, 2.5 gallon	50	EA	41.525	\$ 2,076.25	43.650	\$ 2,182.50 *	47.000	\$ 2,350.00	42.850	\$ 2,142.50
2	Sethoxydim (FKA Vantage), 2.5 gallon	12	EA	NO BID		707.700	\$ 8,492.40 *	1111.200	\$ 13,334.40	300.625	\$ 3,607.50
3	Trimec 2-4 D Southern, 1 gallon	25	EA	81.220	\$ 2,030.50	29.230	\$ 730.75 *	58.000	\$ 1,450.00	62.750	\$ 1,568.75
4	Aquamaster-Aquatic Herbicide, 2.5 gallon	35	EA	42.250	\$ 1,478.75 *	57.350	\$ 2,007.25	47.250	\$ 1,653.75 *	44.150	\$ 1,545.25 *
5	Confront, 2.5 gallon	20	EA	161.240	\$ 3,224.80	368.050	\$ 7,361.00 *	135.550	\$ 2,711.00 *	127.950	\$ 2,559.00 *
6	Primo Max, 1 gallon	15	EA	375.000	\$ 5,625.00	290.000	\$ 4,350.00	367.170	\$ 5,507.55	290.000	\$ 4,350.00
7	Sedgehammer, 1 lb	1	EA	1061.407	\$ 1,061.41 *	845.108	\$ 845.11 *	772.326	\$ 772.33 *	815.033	\$ 815.03 *
8	Certainty Tutf Herbicide, 1.25 oz	12	EA	56.100	\$ 673.20	68.870	\$ 826.44	78.000	\$ 936.00	79.000	\$ 948.00
9	Solitare Herbicide, 1 lb	20	EA	145.300	\$ 2,906.00	135.810	\$ 2,716.20	113.350	\$ 2,267.00	96.000	\$ 1,920.00
10	Surflan A.S, 2.5 gallon	40	EA	117.050	\$ 4,682.00 *	156.550	\$ 6,262.00	115.700	\$ 4,628.00	111.950	\$ 4,478.00
11	Ronstar G, 50 lb. bag	14	EA	69.000	\$ 966.00	90.990	\$ 1,273.86	76.650	\$ 1,073.10	61.250	\$ 857.50
12	Princep 4L, 2.5 gallon	80	EA	44.700	\$ 3,576.00 *	50.170	\$ 4,013.60	42.650	\$ 3,412.00	41.950	\$ 3,356.00
13	Pendulum 3.3 EC Herbicide, 2.5 gallon	80	EA	81.200	\$ 6,496.00 *	74.090	\$ 5,927.20 *	167.300	\$ 13,384.00	67.650	\$ 5,412.00
14	Barricade 65 WG, 10 lb	25	EA	89.200	\$ 2,230.00	205.000	\$ 5,125.00 *	92.400	\$ 2,310.00 *	205.000	\$ 5,125.00 *
15	Gallery SC, 1 lb	40	EA	148.740	\$ 5,949.60	113.000	\$ 4,520.00	181.470	\$ 7,258.80 *	113.000	\$ 4,520.00 *
16	Dimension, 2.5 gallon	10	EA	671.850	\$ 6,718.50	525.000	\$ 5,250.00	772.750	\$ 7,727.50 *	525.000	\$ 5,250.00
17	SureGuard Herbicide, 1 lb	10	EA	NO BID		175.420	\$ 1,754.20	148.900	\$ 1,489.00	135.800	\$ 1,358.00
18	Barricade/Resolute 4FL, 2.5 gallon	40	EA	NO BID		217.950	\$ 8,718.00 *	168.750	\$ 6,750.00 *	181.850	\$ 7,274.00 *
19	Pendulum Aqua Cap, 2.5 gallon	40	EA	147.300	\$ 5,892.00	105.370	\$ 4,214.80 *	48.900	\$ 1,956.00	140.280	\$ 5,611.20
20	Aquathol, 2.5 gallon	40	EA	NO BID		NO BID		194.600	\$ 7,784.00 *	183.000	\$ 7,320.00
21	Aquathol-Super K, 10lb	38	EA	NO BID		260.210	\$ 9,887.98	461.450	\$ 17,535.10 *	205.350	\$ 7,803.30
22	Aqua Clear Lake Dye, 1 gallon	300	EA	NO BID		72.770	\$ 21,831.00 *	33.500	\$ 10,050.00 *	34.000	\$ 10,200.00
23	K-Tea Algacide, 2.5 gallon	32	EA	62.900	\$ 2,012.80	52.880	\$ 1,692.16 *	37.100	\$ 1,187.20 *	60.000	\$ 1,920.00
24	Reward Aquatic, 2.5 gallon	20	EA	133.100	\$ 2,662.00 *	197.500	\$ 3,950.00	209.220	\$ 4,184.40	197.500	\$ 3,950.00
25	Malathion , 1 gallon	10	EA	47.660	\$ 476.60 *	52.440	\$ 524.40	37.850	\$ 378.50	42.500	\$ 425.00

**BID TABULATION
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 HERBICIDES, INSECTICIDES, AND CHEMICALS**

ITEM NO.	DESCRIPTION	EST. QTY.	UNIT	Red River Specialties LLC		SiteOne Landscape Supply		Target Specialty Products		Winfield Solutions	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
26	Talstar PI, 20 lb	15	EA	17.250	\$ 258.75 *	12.150	\$ 182.25 *	17.800	\$ 267.00 *	17.530	\$ 262.95
27	Marathon Granular, 1 lb	5	EA	NO BID		NO BID		10.460	\$ 52.30 *	90.900	\$ 454.50 *
28	Advion, 12 lb	40	EA	248.160	\$ 9,926.40 *	153.960	\$ 6,158.40 *	276.250	\$ 11,050.00 *	131.450	\$ 5,258.00
29	Award Fire Ant Bait, 25 lb	23	EA	330.000	\$ 7,590.00 *	300.950	\$ 6,921.85	273.300	\$ 6,285.90	260.000	\$ 5,980.00
30	Extinguish Plus, 25 lb	15	EA	175.000	\$ 2,625.00	NO BID		175.600	\$ 2,634.00	183.900	\$ 2,758.50
31	Talstar P/Talstar One, 1 gallon	20	EA	29.540	\$ 590.80 *	31.780	\$ 635.60 *	48.150	\$ 963.00	45.000	\$ 900.00
32	Turk Mark Blue, 1 gallon	150	EA	30.310	\$ 4,546.50 *	16.720	\$ 2,508.00 *	40.500	\$ 6,075.00 *	41.000	\$ 6,150.00
33	Surf King Plus, 2.5 gallon	36	EA	37.425	\$ 1,347.30 *	32.910	\$ 1,184.76 *	22.000	\$ 792.00 *	75.000	\$ 2,700.00 *
34	Drift Control Interlock, 32 oz.	10	EA	35.680	\$ 356.80 *	NO BID		18.000	\$ 180.00 *	58.000	\$ 580.00 *
35	Cutrine Plus, 2.5 gallon	60	EA	70.000	\$ 4,200.00	66.250	\$ 3,975.00 *	112.250	\$ 6,735.00	58.550	\$ 3,513.00
36	Round Up 365 max, 1 gallon	40	EA	NO BID		NO BID		NO BID		NO BID	
37	Esplanade 200 SC, 2.5 gallon	8	EA	2729.600	\$ 21,836.80	NO BID		2611.200	\$ 20,889.60	2729.600	\$ 21,836.80
38	Esplanade EZ, 2.5 gallon	8	EA	107.075	\$ 856.60	NO BID		122.650	\$ 981.20	102.000	\$ 816.00
39	Specticle FLO Herbicide, 1 gallon	20	EA	NO BID		1468.800	\$ 29,376.00 *	1575.000	\$ 31,500.00 *	1606.500	\$ 32,130.00 *
40	Celsius WG, 10 oz jar	6	EA	NO BID		98.120	\$ 588.72	127.630	\$ 765.78	98.120	\$ 588.72
41	Tribute, 6 oz jar	10	EA	NO BID		339.070	\$ 3,390.70	502.000	\$ 5,020.00 *	339.070	\$ 3,390.70
42	Dyneamic Seed Oil Surfactant, 1 gallon	30	EA	NO BID		13.670	\$ 410.10 *	29.800	\$ 894.00 *	31.000	\$ 930.00 *
43	Cutrine G, 30 lb bag	4	EA	NO BID		69.040	\$ 276.16	59.650	\$ 238.60	62.150	\$ 248.60
44	Delivery	1	EA	0.000	\$ -	0.000	\$ -	250.000	\$ 250.00	0.000	\$ -
	* Alternate Item Bid										
	TOTAL GROSS PRICE				\$ 114,872.36		\$ 170,063.39		\$ 217,663.01		\$ 182,813.80



MEMO

DATE: July 17, 2017

TO: Keith Dagen – Director of Finance

FROM: Todd Gastorf – Purchasing Manager *TG*

SUBJECT: Award of Bid #76-17 for a Cooperative Contract for Capacity Management Operations Maintenance (“CMOM”) FY 2016-17 Wastewater Mains Rehabilitation to Insituform Technologies, LLC through The Local Government Purchasing Cooperative (“BuyBoard”) Contract #462-14 pursuant to unit pricing

Proposed Date of Award: July 24, 2017

I concur with the recommendation of Steve Spanos – Director of Engineering, and request permission to award a contract for CMOM FY 2016-17 wastewater mains rehabilitation to Insituform Technologies, LLC pursuant to the attached unit prices.

The above referenced construction services have been competitively bid through BuyBoard Contract #462-14. The contract is effective November 1, 2014 through February 28, 2018. The award of this contract allows the city to purchase wastewater mains rehabilitation as the requirements and needs of the city arise during the contract period. Since the city is not obligated to pay for a minimum or maximum amount of wastewater mains rehabilitation services, payment will be rendered pursuant to the unit prices specified.

The City of Richardson is a member of BuyBoard through its existing interlocal agreement for cooperative purchasing pursuant to Texas Government Code Chapter 791.025 and Texas Local Government Code Chapter 271.102. This agreement automatically renews annually unless either party gives prior written notice of termination.

City staff estimates expenditures to be approximately \$675,000 in FY 2016-17 and funding is available in Water and Sewer Fund account #511-5521-503-3399.

Concur:


Keith Dagen

ATTACHMENTS



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. 76-17 to Insituform Technologies, LLC for the CMOM FY 17 Wastewater Mains Rehabilitation Project

DATE: July 14, 2017

ACTION REQUESTED:

Council to consider award Bid No. 76-17 to Insituform Technologies, LLC, for the CMOM FY17 Wastewater Mains Rehabilitation Project through BuyBoard purchasing agreement #462-14 pursuant to the attached unit prices.

BACKGROUND INFORMATION:

A number of sewer mains were identified for rehabilitation as a result of TV inspection of the sewer lines in Floyd Branch Drainage Basin under the FY16 program. This project consists of repairing the sewer lines using some trenchless technology methods such as pipe bursting and Cured in Place Pipe (CIPP). Some line segments that require localized repairs may also be addressed under this contract.

It is the intent of the City to schedule approximately \$675,000.00 worth of work for the contractor during Fiscal Year 2017. We reserve the options to decrease or increase the amount of work during the contract period, as needed, based on funding.

FUNDING:

Funding is setup in Public Services Water and Sewer Account # 511-5521-503-3399.

SCHEDULE:

All work is expected to be completed by the end of February 2018.

cc: Michael Groves, P.E., Project Engineer *MG*



Insituform Technologies, LLC is a subsidiary of Aegion Corporation

1103 Postwood Dr.
Corinth, TX 76210
www.insituform.com

Name: Tim Peterie
Phone: 214-317-0950

Fax: 940-498-0265
Email: tpeterie@insituform.com

July 10, 2017

ACES#: AAJA-WYPKHC

Ms. Padma Patla, PE
City of Richardson
411 W. Arapaho Rd, Suite 204
Richardson, TX 75080-4551

Proposal

Project Name: **City of Richardson, TX – 2017-2018 Trenchless Contract
Blanket Order Contract for Sanitary Sewer Mainline Rehabilitation**

INSITUFORM TECHNOLOGIES, LLC herein proposes to furnish all labor, materials, equipment, and services necessary to reconstruct the referenced project utilizing the National Purchasing Cooperative Contract (Contract # 462-14) administered through the BuyBoard.

ASSUMPTIONS AND QUALIFICATIONS

Insituform™ Design. We have based this proposal on a nominal wall thickness for the Insitutube™ and SDR listed for Pipe Bursting, which is based on the best available information at the time of this proposal. Existing pipe deterioration in excess of the conditions assumed, ground water loads in excess of those assumed, or other loads or conditions may increase the recommended thickness for all or portions of the work. Final recommendations may be submitted to you following the completion of the preliminary TV phase of the project. Increases in wall thickness will be charged at the unit prices located below.

Laterals. During TV inspection all side sewers are verified, using best practical efforts, to determine if each is an active hook up. Normal practice only reinstates those that are active. You may direct us to reinstate all, or specific laterals, as you desire. This proposal, unless otherwise stated, assumes that all laterals will be reconnected, and all will be internally reconnected using the Insitucutter™ for CIPP segments and externally reconnected for Pipe Burst segments. Specific service connections will not be reconnected only when written directions are received from the Owner. The Owner will indemnify and hold INSITUFORM TECHNOLOGIES, LLC harmless from all claims arising from backups and other effects of such actions or inaction's.

Water shall be provided at no cost to Insituform Technologies, LLC for all construction phases of this project. Insituform Technologies, LLC will follow all required deposit, backflow prevention, and metering procedures.

The pricing in this proposal assumes that all Technical Specifications set forth by the City of Richardson and the BuyBoard will be strictly adhered to.

INSITUFORM TECHNOLOGIES, LLC will supply the City of Richardson the necessary Maintenance, Payment, and Performance Bonds as required by the City, following acceptance of this proposal.

PROPOSAL TERMS AND CONDITIONS

Terms and Conditions from the Texas Statewide Cooperative Purchasing Contract are available upon request from the BuyBoard. Unless otherwise instructed, this proposal assumes that Insituform Technologies, LLC will follow the City of Richardson's Standard Terms & Conditions throughout the performance of this contract.

A renewal letter dated January 27, 2017 from the BuyBoard is being provided as an attachment.

It is understood that work orders will be issued for an estimated total amount of \$650,000 with a contract period not to exceed one (1) year. All purchase orders will be issued using the following unit pricing along with the actual quantities and total extended dollar amount of the work order. The City of Richardson reserves the right to purchase more or less than the estimated amount based on need.

PROPOSAL PRICING

Richardson 2017-2018 Adjusted Prices

Description	Qty	Unit	Unit Price	Extension
6" x 4.5mm	1	LF	\$35.00	\$35.00
8" x 6.0mm	1	LF	\$29.00	\$29.00
10" x 6.0mm	1	LF	\$33.00	\$33.00
12" x 6.0mm	1	LF	\$44.00	\$44.00
6" & 8" Additional 1.5mm	1	LF	\$0.50	\$0.50
10" & 12" Additional 1.5mm	1	LF	\$4.00	\$4.00
6" - 12" CIPP Setup Charge Per Install Length	1	LF	\$7.00	\$7.00
Burst existing 6" or 8" to 8" IPS SDR 19 (0'- 8' deep)	1	LF	\$55.00	\$55.00
Burst existing 6" or 8" to 8" IPS SDR 19 (8'- 12' deep)	1	LF	\$60.00	\$60.00
Burst existing 8" or 10" to 10" IPS SDR 19 (0'- 8' deep)	1	LF	\$60.00	\$60.00
Burst existing 8" or 10" to 10" IPS SDR 19 (8'- 12' deep)	1	LF	\$65.00	\$65.00
Burst existing 10" or 12" to 12" IPS SDR 19 (0'- 8' deep)	1	LF	\$75.00	\$75.00
Burst existing 10" or 12" to 12" IPS SDR 19 (8'- 12' deep)	1	LF	\$80.00	\$80.00
Burst existing 12" or 15" to 16" IPS SDR 19 (0'- 8' deep)	1	LF	\$85.00	\$85.00
Burst existing 12" or 15" to 16" IPS SDR 19 (8'- 12' deep)	1	LF	\$95.00	\$95.00
8" - 12" Pipeburst Setup Charge Per Install Length	1	LF	\$10.00	\$10.00
Set Up 4" Pump (Per Pump)	1	EA	\$350.00	\$350.00
Set Up 6" Pump (Per Pump)	1	EA	\$1,250.00	\$1,250.00
Set Up 4" Piping	1	LF	\$3.00	\$3.00
Set Up 6" Piping	1	LF	\$13.00	\$13.00
Operate 4" pumping System	1	DAY	\$100.00	\$100.00
Operate 6" pumping System	1	DAY	\$950.00	\$950.00
6" Clean and TV sanitary sewer	1	LF	\$5.00	\$5.00
8" Clean and TV sanitary sewer	1	LF	\$4.00	\$4.00
10" Clean and TV sanitary sewer	1	LF	\$6.00	\$6.00
12" Clean and TV sanitary sewer	1	LF	\$6.00	\$6.00
6" - 18" Post TV Inspection After Rehabilitation	1	LF	\$2.00	\$2.00
Root removal	1	LF	\$3.50	\$3.50
Other Remote Obstruction removal (max. 10 lf)	1	EA	\$1,350.00	\$1,350.00
6" - 12" Point repair (0'- 8' deep)	1	EA	\$3,750.00	\$3,750.00
6" - 12" Point repair (8'- 12' deep)	1	EA	\$4,250.00	\$4,250.00
6" - 12" Point repair extra length	1	LF	\$65.00	\$65.00
External reconnect (0'- 8' deep)	1	EA	\$1,250.00	\$1,250.00
External reconnect (8'- 12' deep)	1	EA	\$1,750.00	\$1,750.00
Extra length service over 5' long	1	LF	\$45.00	\$45.00
Access Pit (0'-8' deep)	1	EA	\$2,500.00	\$2,500.00
Access Pit (8'-12' deep)	1	EA	\$4,000.00	\$4,000.00
Potholing for Nearby Utility Location (0'-8' deep up to 4Hr duration)	1	EA	\$750.00	\$750.00
Potholing for Nearby Utility Location (8'-12' deep up to 4Hr duration)	1	EA	\$1,000.00	\$1,000.00
Trench safety	1	LF	\$10.00	\$10.00
Install New 4' DIA manhole 0' - 6' deep	1	EA	\$5,000.00	\$5,000.00
Extra depth 4' DIA manhole over 6' deep	1	VF	\$450.00	\$450.00
Cement stabilized sand	1	Ton	\$40.00	\$40.00

Granular backfill	1	Ton	\$30.00	\$30.00
Flowable Fill	1	CY	\$100.00	\$100.00
Select backfill as designated by Owner	1	Ton	\$75.00	\$75.00
Internal reconnects	1	EA	\$250.00	\$250.00
Remove and replace cleanout	1	EA	\$3,000.00	\$3,000.00
Repair/Rehab 2" Asphalt pavement	1	SY	\$150.00	\$150.00
Repair/Rehab 8" Flex base	1	SY	\$60.00	\$60.00
Repair/Rehab 8" Concrete pavement	1	SY	\$225.00	\$225.00
Repair/Rehab 6" Concrete driveway	1	SF	\$40.00	\$40.00
Repair/Rehab 4" Concrete sidewalk	1	SF	\$20.00	\$20.00
Repair/Rehab Concrete curb and gutter	1	LF	\$50.00	\$50.00
Sod	1	SY	\$10.00	\$10.00
Repair/Rehab chain link fence with new	1	LF	\$20.00	\$20.00
Repair/Rehab wooden fence with new	1	LF	\$20.00	\$20.00
Traffic control	1	Day	\$950.00	\$950.00
Traffic control plan	1	EA	\$2,500.00	\$2,500.00
Flagmen	1	HR	\$40.00	\$40.00
Lighted Arrow Board (Per Arrow Board)	1	Day	\$250.00	\$250.00
Manhole Bench Rebuild	1	EA	\$750.00	\$750.00
Travel and Mobilization- TML Region 13 (North Central Texas-Dallas)	1	EA	\$1,500.00	\$1,500.00

Notes: 1. Pipeburst upsize of more than one standard pipe size or any repairs to pipe in excess of the sizes quoted will be negotiated as needed once the scope is provided by the City of Richardson.
2. All items necessary that are not included in the above pricing will utilize the RS Means Current Edition Heavy Construction Cost Data Book, latest edition. Prices will be equal to the listed prices with the as-bid multiplier of 1.0.

OFFERED BY

INSITUFORM TECHNOLOGIES, LLC

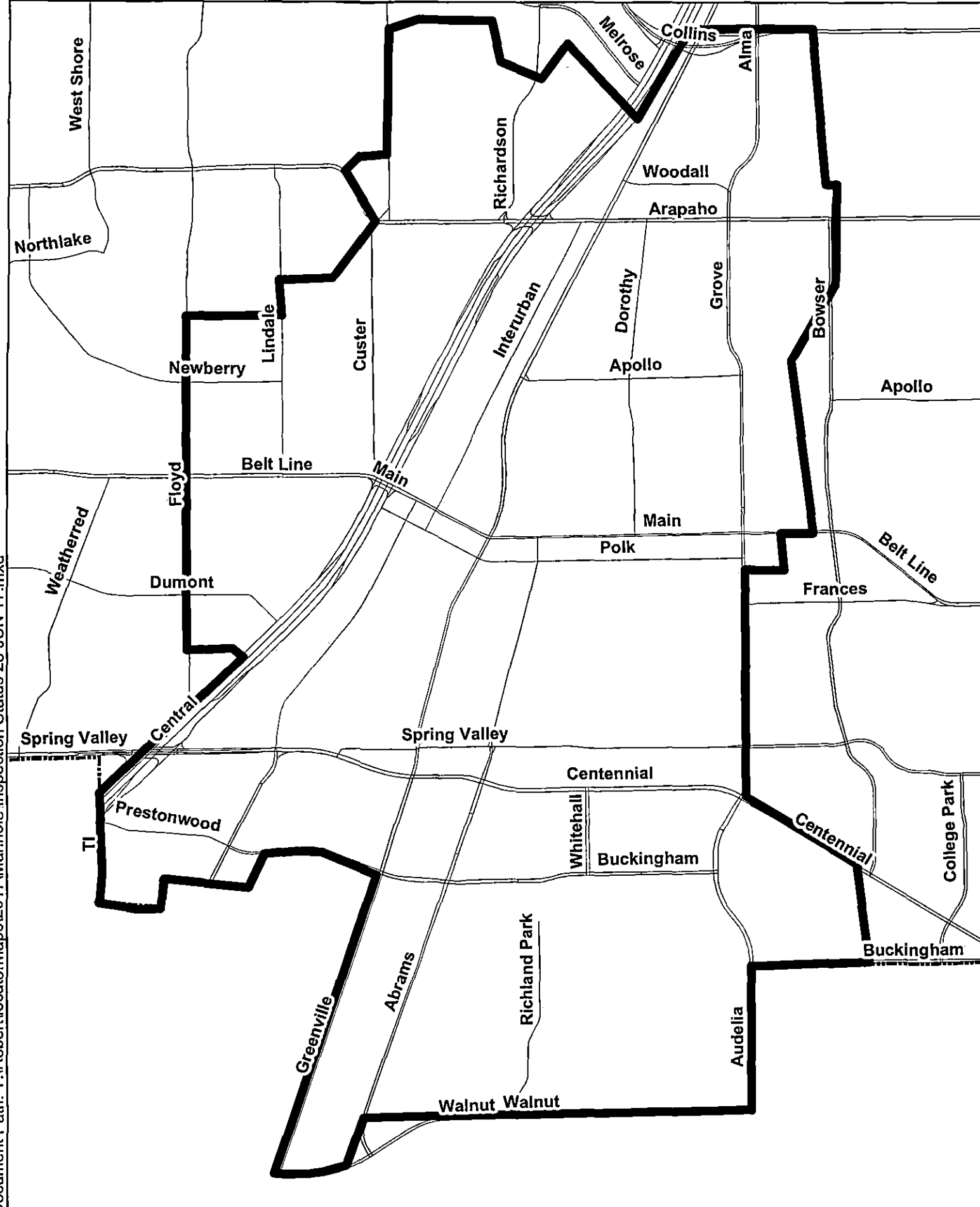
TIMOTHY R. PETERIE

TIMOTHY R. PETERIE
BUSINESS DEVELOPMENT MANAGER

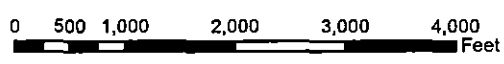
REVIEWED AND APPROVED BY:
ANDY OZMENT
AREA MANAGER

cc: Josh Awalt
Michael Groves, PE (COR)

DOCUMENT CONTROL / INFORMATION INSPECTION STATUS 20 JUN 17 10:00



**CMOM FY16 Wastewater Mains
Rehabilitation Project**



CITY OF
RICHARDSON
TEXAS



MEMO

DATE: July 17, 2017

TO: Keith Dagen – Director of Finance

FROM: Todd Gastorf – Purchasing Manager *TG*

SUBJECT: Award of Bid #78-17 for the Emergency 30" Water Transmission Main Repair located on the north side of Spring Creek and Jupiter Road in the amount of \$74,685 pursuant to Texas Local Government Code Chapter 252.022(a)(2)(3) due to a public calamity that requires immediate action to protect the public health and safety of our citizens and to repair the unforeseen damage of public property

Proposed Date of Award: July 24, 2017

I concur with the recommendation of Darryl Fourte – Director of Public Services and request council ratification of the emergency 30" water transmission main repair for a total amount of \$74,685.

An emergency purchase procedure was authorized, as per Texas Local Government Code Chapter 252.022(a)(2)(3) to expedite the repair of unforeseen damage to public property and to preserve and protect the public health and safety of our citizens, as outlined in the attached memo.

Funding is provided from account 511-5211-503-4355.

Concur:


Keith Dagen

ATTACHMENTS



MEMO

TO: Todd Gastroff, Purchasing Manager

FROM: Darryl Fourte, Director of Public Services *DEF*

DATE: 7/11/2017

SUBJECT: Jupiter Road/Spring Creek - 30" Water Transmission Main Repair

The City of Richardson maintains a 30" water transmission main that serves a significant section of the distribution system. The 30" main line is located on the north side of Spring Creek and Jupiter road and is critical in providing uninterrupted service to the 767 pressure zone of our system. Utility Crews responded to a major leak on this line and began immediate isolation of this line. The isolation of this critical infrastructure reduced the pumping capacity from the Shiloh Pump Station and reduced our ability to move water into the 767 pressure zone.

Public Services determined that circumstances warranted that a contractor perform the work because of location, size and time constraints. The need for emergency repair was necessary to prevent an unexpected outage that could affect a large service area within the 767 zone. This emergency repair was necessary to preserve and protect public health and safety of the City's residents.

City staff called Rey-Mar Construction to assist with repair efforts. Rey-Mar Construction was able to mobilize immediately with equipment and materials to begin emergency repair.

Final invoice for Rey-Mar to perform repairs is \$74,685. Funding from Water Operations Budget – 511-5211-503-4355

Cc: Don Magner, First Assistant City Manager
Hunter Stephens, Assistant Director of Public Services
Travis Switzer, Assistant Director of Public Services

TO OWNER:

Richardson 003
Campbell & Jupiter
Richardson, TX

PROJECT:

30" RCCP Water Line Repair

APPLICATION NO: 1

APPLICATION DATE: 6/28/2017

PERIOD TO: 6/8/2017

Distribution to:

- OWNER
- ENGINEER
- GENERAL CONTRACTOR

FROM CONTRACTOR:

Rey-Mar Construction
3416 Reed Street
Fort Worth, TX 76119

SUBCONTRACT NO: N/A

CONTRACTOR #: Richardson 003

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$ 74,685.00
2. Net change by Change Orders	\$ -
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$ 74,685.00
4. TOTAL COMPLETED & STORED TO DATE	\$ 74,685.00
(Column G on G703)	
5. RETAINAGE:	
a. 10 % of Completed Work	\$ -
(Column D + E on G703)	
b. 10 % of Stored Material	\$ -
(Column F on G703)	
Total Retainage (Lines 5a + 5b or	\$ -
Total in Column I of G703)	
6. TOTAL EARNED LESS RETAINAGE	\$ 74,685.00
(Line 4 Less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR	
PAYMENT (Line 6 from prior Certificate)	
8. CURRENT PAYMENT DUE	\$ 74,685.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE	\$ -
(Line 3 Less Line 6)	

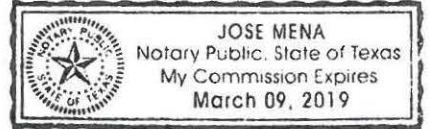
CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total change approved in previous months by Owner	\$ -	\$ -
Total approved this Month	\$ -	\$ -
TOTALS	\$ -	\$ -
NET CHANGES by Change Order		\$ -

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Rey-Mar Construction

By: David Martinez - PROJECT MANAGER Date: June 28, 2017

State of: TEXAS County of: Tarrant
 Subscribed and sworn to before me this 28th day of June
 Notary Public: Jose Mena
 My Commission expires: March 9, 2019



ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)
 Engineer:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

PURCHASE ORDER

P.O. NUMBER 171500
P.O. DATE: 07/17/2017

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REY-MAR CONSTRUCTION
3416 REED STREET
FORT WORTH, TX 76119



411 WEST ARAPAHO • RICHARDSON, TEXAS 75080 • 972/744-4130

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CITY OF RICHARDSON
ATTN: WATER & SEWER
1260 COLUMBIA DRIVE
RICHARDSON, TX 75081

VENDOR NUMBER 24256
REQUISITION NO. 25185
REQUISITION DATE 07/13/2017
PAYMENT TERMS NET/30

SUBMIT INVOICE TO:
ATTN: ACCOUNTS PAYABLE
P. O. BOX 830309
RICHARDSON, TX 75083
or
AP@COR.GOV

F.O.B. DESTINATION
FREIGHT
SHIP VIA

ITEM	ACCOUNT	DESCRIPTION	ITEM CODE	QTY.	UOM	UNIT PRICE	TOTAL AMOUNT
1	51152115034355	EMERGENCY 30" MAIN REPAIR JUPITER/SPRING CREEK INSURANCE		3,750.00	EA	1.0000	3,750.00
2	51152115034355	MOBILIZATION		13,300.00	EA	1.0000	13,300.00
3	51152115034355	TRAFFIC CONTROL		1,685.00	EA	1.0000	1,685.00
4	51152115034355	CONCRETE		2,500.00	EA	1.0000	2,500.00
5	51152115034355	EXCAVATION/REPAIR		43,850.00	EA	1.0000	43,850.00
6	51152115034355	WELDER		5,250.00	EA	1.0000	5,250.00
7	51152115034355	FLEXBASE/BACKFILL/COMP		4,350.00	EA	1.0000	4,350.00

BUYING AGENT TODD GASTORF
DATE PROMISED 07/17/2017
CONFIRMING ORDER TO VENDOR BY DEPARTMENT
VENDOR PHONE NUMBER (0) -

THIS PURCHASE ORDER AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ON THE FACE AND REVERSE HEREOF, WHICH THE PARTIES AGREE ARE INCORPORATED HEREIN.

City of Richardson By: (Purchasing Manager)

Purchase order must be signed and returned to the City of Richardson Purchasing Manager. By signing, Vendor agrees to the terms and conditions herein, including those incorporated by reference.

Vendor Signature and Date: _____

For City Use Only	Received By: _____	Authorized for Payment By: _____
	(Signature and Date)	(Signature and Date)

PURCHASE ORDER

P.O. NUMBER 171500
P.O. DATE: 07/17/2017

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AP@COR.GOV

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BID #78-17
COUNCIL RATIFICATION ANTICIPATED ON
JULY 24, 2017.
UNFORSEEN DAMAGE TO PUBLIC MACHINERY, EQUIPMENT,
OR OTHER PROPERTY
**THIS PROCUREMENT IS EXEMPT FROM COMPETITIVE
BIDDING REQUIREMENTS PER LGC SEC. 252.022(a)(3)**

PERSERVE OR PROTECT THE PUBLIC HEALTH OR SAFETY
OF THE CITY'S RESIDENTS
**THIS PROCUREMENT IS EXEMPT FROM COMPETITIVE
BIDDING REQUIREMENTS PER LGC SEC. 252.022(a)(2)**

CHAPTER 176 TEXAS LOCAL GOVERNMENT CODE
REQUIRES THE PUBLIC DISCLOSURE OF CERTAIN
INFORMATION CONCERNING PERSONS DOING BUSINESS, OR
SEEKING TO DO BUSINESS WITH THE CITY OF RICHARDSON
INCLUDING FAMILY, BUSINESS, AND FINANCIAL
RELATIONSHIPS SUCH PERSONS MAY HAVE WITH CITY OF
RICHARDSON OFFICERS OR EMPLOYEES INVOLVED IN THE
PLANNING, RECOMMENDING, SELECTING AND
CONTRACTING OF A VENDOR FOR THIS PROCUREMENT.

A COPY OF FORM CIQ AND CIS ARE AVAILABLE AT:

BUYING AGENT TODD GASTORF
DATE PROMISED 07/17/2017
CONFIRMING ORDER TO VENDOR BY DEPARTMENT
VENDOR PHONE NUMBER (0) -

THIS PURCHASE ORDER AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ON THE
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City of Richardson By: (Purchasing Manager)

Purchase order must be signed and returned to the City of Richardson Purchasing Manager. By
signing, Vendor agrees to the terms and conditions herein, including those incorporated by reference.

Vendor Signature and Date: _____

For City Use Only

Received By: _____
(Signature and Date)

Authorized for Payment By: _____
(Signature and Date)

PURCHASE ORDER

P.O. NUMBER 171500
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[HTTP://WWW.ETHICS.STATE.TX.US/FILINGINFO/
CONFLICT_FORMS.HTM](http://www.ethics.state.tx.us/filinginfo/conflict_forms.htm)

THE VENDOR ACKNOWLEDGES BY DOING BUSINESS, OR SEEKING TO DO BUSINESS WITH THE CITY OF RICHARDSON THAT HE/SHE HAS BEEN NOTIFIED OF THE REQUIREMENTS UNDER CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE AND THAT HE/SHE IS SOLELY RESPONSIBLE FOR COMPLYING WITH THE TERMS AND CONDITIONS THEREIN. FURTHERMORE, ANY INDIVIDUAL OR BUSINESS ENTITY SEEKING TO DO BUSINESS WITH THE CITY OF RICHARDSON WHO DOES NOT COMPLY WITH THIS REQUIREMENT MAY RISK AWARD CONSIDERATION OF ANY CITY CONTRACT.

THE FOLLOWING CITY EMPLOYEES WERE INVOLVED IN THE PLANNING, RECOMMENDING, SELECTING, AND CONTRACTING FOR THE ATTACHED PROCUREMENT:

William Sanchez, Hunter Stephens, Todd Gastorf

PLEASE SIGN ALL PAGES OF THE ACKNOWLEDGEMENT COPY.

BUYING AGENT TODD GASTORF
DATE PROMISED 07/17/2017
CONFIRMING ORDER TO VENDOR BY DEPARTMENT
VENDOR PHONE NUMBER (0) -

THIS PURCHASE ORDER AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ON THE FACE AND REVERSE HEREOF, WHICH THE PARTIES AGREE ARE INCORPORATED HEREIN.

City of Richardson By: (Purchasing Manager)

Purchase order must be signed and returned to the City of Richardson Purchasing Manager. By signing, Vendor agrees to the terms and conditions herein, including those incorporated by reference.

Vendor Signature and Date: _____

For City Use Only

Received By: _____
(Signature and Date)

Authorized for Payment By: _____
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P.O. NUMBER 171500
P.O. DATE: 07/17/2017

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VENDOR NUMBER 24256
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AP@COR.GOV

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Empty rectangular box for additional information or notes.

TOTAL PURCHASE AMOUNT **\$74,685.00**

BUYING AGENT TODD GASTORF
DATE PROMISED 07/17/2017
CONFIRMING ORDER TO VENDOR BY DEPARTMENT
VENDOR PHONE NUMBER (0) -

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Vendor Signature and Date: _____

For City Use Only Received By: _____ Authorized for Payment By: _____
(Signature and Date) (Signature and Date)

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F.O.B. DESTINATION
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- F.O.B. - DAMAGE:** Goods shall be F.O.B. Delivered, designated Municipal Facility, Richardson, Texas, and shall include all delivery and packaging costs, unless otherwise specified on purchase order. The City of Richardson assumes no liability for goods delivered in a damaged or unacceptable condition. Contractor shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification of the City of damage.
- QUANTITIES:** In the case of annual estimated requirements contract, the City of Richardson reserves the right to increase, decrease or delete any item or items of material to be furnished. The successful Contractor shall have against the City for anticipated profits for the quantities called for or diminished or deleted. If the quantities of materials to be furnished are increased, such increase shall be paid for according to the unit prices established for the item.
- SPECIFICATIONS:** The City of Richardson has included as part of this contract detailed specifications either on the purchase order, bid continuation form or referenced and attached as separate sheets. Any catalog number, brand name or manufacturer's reference used is considered to be descriptive, not restrictive, and is indicative of the type and quality the City desires to purchase.
- CONTRACT PERIOD:** In the case of annual estimated requirements contract the contract shall be for a predetermined period as specified on purchase order.
- RENEWAL OPTIONS:** In the case of annual estimated requirements contract, if a clause for option to renew for additional period(s) is (are) included, renewal(s) will be based solely upon the option and agreement between both the City of Richardson and the Contractor. Either party dissenting will terminate the contract in accordance with its initial specified term.
- WRITTEN CONTRACT:** In the event there is a written contract between City and the Contractor for the goods or services provided pursuant to this PO and there are any conflicts between the written contract and the PO, the written contract shall control.
- PAYMENT TERMS:** Payment terms are **NET 30** unless otherwise specified on purchase order.
- INVOICES:** Invoices must be submitted by the Contractor to the City of Richardson Accounting Department, P.O. Box 830309, Richardson, Texas 75083-0309 or AP@COR.GOV.
- TAXES:** The City of Richardson is exempt from Federal Excise and State Sales taxes. **TAX MUST NOT BE INCLUDED ON INVOICE.** Tax exemption certificates will be executed by the City and furnished upon request.
- DELIVERY PROMISE – PENALTIES:** Consistent failure of a Contractor to meet delivery promises without valid reason may cause cancellation of contract and removal from the vendors list. When delivery delay can be foreseen, the Contractor shall give prior notice to the Purchasing Department, which shall have the right to extend the delivery date, if reasons for delay appear acceptable. The Contractor must keep the Purchasing Department advised at all times as to the status of the order. Default in promised delivery, without acceptable reasons, or failure to meet specifications, authorizes the Purchasing Department to purchase goods elsewhere and charge any increase in cost and handling to the defaulting contractor. Every effort will be made by the Purchasing Department to locate the goods at the same or better price as that originally contracted.
- PACKAGING:** Unless otherwise indicated, items provided by Contractor will be shipped new, unused, in first class condition, and in containers suitable for damage-free shipment and storage.
- TITLE AND RISK OF LOSS:** The title and risk of loss of goods shall not pass to the City of Richardson until the City actually receives and takes possession of the goods at the point(s) of delivery.
- PLACE OF DELIVERY:** The place of delivery shall be that set forth in the purchase order. The terms of the agreement are "no arrival, no sale".
- DELIVERY TIMES:** Deliveries will be acceptable only during normal working hours, i.e., 8:00 a.m. – 4:00 p.m. Monday – Friday.
- INTELLECTUAL PROPERTY RIGHTS:** Contractor agrees to defend, indemnify and hold the City its officers, agents and employees (collectively "City") harmless from any lawsuit, claim, damage, loss, or expense including reasonable attorney fees arising out of or relating to any claim against City asserting infringement or alleged infringement of a patent, trademark, copyright or other intellectual property in connection with the goods or services provided by contractor.

BUYING AGENT TODD GASTORF
DATE PROMISED 07/17/2017
CONFIRMING ORDER TO VENDOR BY DEPARTMENT
VENDOR PHONE NUMBER (0) -

THIS PURCHASE ORDER AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ON THE FACE AND REVERSE HEREOF, WHICH THE PARTIES AGREE ARE INCORPORATED HEREIN.

City of Richardson By: (Purchasing Manager)

Purchase order must be signed and returned to the City of Richardson Purchasing Manager. By signing, Vendor agrees to the terms and conditions herein, including those incorporated by reference.

Vendor Signature and Date: _____

For City Use Only	Received By: _____ (Signature and Date)	Authorized for Payment By: _____ (Signature and Date)
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PURCHASE ORDER

P.O. NUMBER 171500
P.O. DATE: 07/17/2017

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1260 COLUMBIA DRIVE
RICHARDSON, TX 75081

VENDOR NUMBER 24256
REQUISITION NO. 25185
REQUISITION DATE 07/13/2017
PAYMENT TERMS NET/30

SUBMIT INVOICE TO:
ATTN: ACCOUNTS PAYABLE
P. O. BOX 830309
RICHARDSON, TX 75083
or
AP@COR.GOV

F.O.B. DESTINATION
FREIGHT
SHIP VIA

- 16. **FUNDING:** City fiscal year is October 1 to following September 30. City reserves right to terminate the contract without penalty in the event funds are not available or in the event funds are not appropriated for the contract.
- 17. **ASSIGNMENT:** Contractor may not assign or transfer this contract without prior written consent of City.
- 18. **CHANGE ORDERS:** All change orders shall be in writing and approved by the City.
- 19. **INDEMNIFICATION:** Contractor agrees to defend, indemnify and hold the City, its officers, agents and employees (collectively "City") harmless from any lawsuit, claim, damage, injury to or death of any person or damage to or loss of property, or expense including reasonable attorney fees arising out of or relating to any claim against City to the extent caused by any negligent or willful act or omission by contractor in the performance of this contract.
- 20. **TERMINATION FOR DEFAULT:** The City of Richardson reserves the right to enforce the performance of this contract in a manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default on this contract. The City reserves the right to terminate the contract immediately in the event the Contractor fails to: 1) meet delivery schedules, or 2) otherwise perform in accordance with specifications. Breach of contract of default authorizes the City to purchase elsewhere and charge the full increase in cost and handling to the defaulting contractor.
- 21. **FORCE MAJEURE:** If, by any reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this agreement, then such party shall give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, shall mean acts of God, terrorism, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals, or other causes not reasonable within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that and Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.
- 22. **REMEDIES:** The Contractor and the City of Richardson agree that each party have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
- 23. **VENUE:** This agreement will be governed and construed according to the laws of the State of Texas. Exclusive venue for any action shall be in Dallas County, Texas.
- 24. **PROHIBITION AGAINST PERSONAL FINANCIAL INTEREST IN CONTRACTS:** No officer or employee of the City shall have financial interest, direct or indirect, in any contract with the City, or be financially interested, directly or indirectly, in the sale to the City of any land, materials; supplies or services, except on behalf of the City and any officer or employee guilty thereof shall thereby forfeit such person's office or position. Any violation of this section, with the knowledge, expressed or implied, of the person or corporation contracting with the City Council shall render the contract involved voidable by the City Manager or City Council. (Art 21. Sec.01. Richardson City Charter)

BUYING AGENT TODD GASTORF
DATE PROMISED 07/17/2017
CONFIRMING ORDER TO VENDOR BY DEPARTMENT
VENDOR PHONE NUMBER (0) -

THIS PURCHASE ORDER AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ON THE FACE AND REVERSE HEREOF, WHICH THE PARTIES AGREE ARE INCORPORATED HEREIN.

City of Richardson By: (Purchasing Manager)

Purchase order must be signed and returned to the City of Richardson Purchasing Manager. By signing, Vendor agrees to the terms and conditions herein, including those incorporated by reference.

Vendor Signature and Date: _____

For City Use Only

Received By: _____
(Signature and Date)

Authorized for Payment By: _____
(Signature and Date)