RICHARDSON CITY COUNCIL MONDAY, DECEMBER 12, 2022 COUNCIL MEETING AT 6:00 PM

RICHARDSON POLICE DEPARTMENT, 200 N. GREENVILLE AVE., RICHARDSON, TX 75081

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

Attention: Meeting Attendance/Viewing

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

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

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

- CALL TO ORDER
- 1. INVOCATION BOB DUBEY
- 2. PLEDGE OF ALLEGIANCE: U.S. AND TEXAS FLAGS BOB DUBEY
- 3. MINUTES OF THE NOVEMBER 14, 2022 AND DECEMBER 5, 2022 MEETINGS
- 4. VISITORS/ACKNOWLEDGEMENT OF PUBLIC COMMENT CARDS

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

PUBLIC HEARING ITEMS:

5. CONTINUATION OF PUBLIC HEARING, ZONING FILE 22-11, AND CONSIDER ADOPTION OF ORDINANCE NO. 4444, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND ZONING MAP TO GRANT A CHANGE IN ZONING FROM TO-M TECHNICAL OFFICE AND PD PLANNED DEVELOPMENT; ADOPTING USE AND DEVELOPMENT REGULATIONS, INCLUDING A CONCEPT PLAN, BUILDING ELEVATIONS, AND BUILDING CONCEPTS TO ALLOW DEVELOPMENT OF UP TO 511 APARTMENT AND LIVE/WORK UNITS, A LIMITED-SERVICE HOTEL AND UP TO 19,000 SQUARE FEET OF RETAIL ON A 13.03-ACRE TRACT OF LAND LOCATED BETWEEN WATERVIEW PARKWAY AND PRESIDENT GEORGE BUSH HIGHWAY, EAST OF FRANKFORD ROAD, RICHARDSON, TEXAS. (CONTINUED FROM THE NOVEMBER 14, 2022, CITY COUNCIL MEETING)

Citizens wishing to address the City Council can submit comments electronically by 5:00 p.m. by utilizing the Public Comment Card found here: www.cor.net/PublicCommentForm.

6. PUBLIC HEARING, ZONING FILE 22-13, A REQUEST TO RESCIND ORDINANCE 4250, A SPECIAL PERMIT FOR A DOG DAYCARE AND BOARDING FACILITY AND FOR APPROVAL OF A SPECIAL PERMIT FOR A RESTAURANT WITH DRIVE-THROUGH SERVICE, ON A 0.62-ACRE LOT CURRENTLY ZONED LR-M(2) LOCAL RETAIL, LOCATED AT 1230 E. BELT LINE ROAD, ON THE SOUTH SIDE OF BELT LINE ROAD, WEST OF PLANO ROAD.

Citizens wishing to address the City Council can submit comments electronically by 5:00 p.m. by utilizing the Public Comment Card found here: www.cor.net/PublicCommentForm.

7. CONSENT AGENDA:

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

A. CONSIDER THE FOLLOWING RESOLUTIONS:

- RESOLUTION NO. 22-30, REQUESTING THE MEMBERS OF THE 88TH LEGISLATIVE SESSION OF THE STATE OF TEXAS AND THE 118TH SESSION OF THE UNITED STATES CONGRESS SUPPORT THE CITY OF RICHARDSON LEGISLATIVE AGENDA.
- 2. RESOLUTION NO. 22-31, APPROVING THE TERMS AND CONDITIONS OF AN ADVANCE FUNDING AGREEMENT FOR SURFACE TRANSPORTATION BLOCK GRANT (STBG) PROGRAM PROJECT UTILIZING TRANSPORTATION DEVELOPMENT CREDITS (TDC) OFF-SYSTEM, BY AND BETWEEN THE CITY OF RICHARDSON, TEXAS, AND THE STATE OF TEXAS, ACTING BY AND THROUGH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR TRAFFIC SIGNAL IMPROVEMENTS PROJECT AT THE INTERSECTION OF WATERVIEW PARKWAY AND FRANK JOHNSON DRIVE; AND AUTHORIZING ITS EXECUTION BY THE CITY MANAGER.
- 3. RESOLUTION NO. 22-32, APPROVING THE TERMS AND CONDITIONS OF AN ADVANCE FUNDING AGREEMENT FOR SURFACE TRANSPORTATION BLOCK GRANT (STBG) PROGRAM PROJECT UTILIZING TRANSPORTATION DEVELOPMENT CREDITS (TDC) OFF-SYSTEM, BY AND BETWEEN THE CITY OF RICHARDSON, TEXAS, AND THE STATE OF TEXAS, ACTING BY AND THROUGH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR TRAFFIC SIGNAL IMPROVEMENTS PROJECT AT THE INTERSECTION OF E. CAMPBELL ROAD AND N. JUPITER ROAD; AND AUTHORIZING ITS EXECUTION BY THE CITY MANAGER.
- 4. RESOLUTION NO. 22-33, APPROVING THE TERMS AND CONDITIONS OF THE 2022 HOMELAND SECURITY GRANT PROGRAM FUNDS; AND AUTHORIZING THE DIRECTOR OF EMERGENCY MANAGEMENT TO SERVE AS THE AUTHORIZED OFFICIAL FOR GRANT MANAGEMENT PURPOSES.
- B. CONSIDER APPROVAL OF THE 2023 CITY COUNCIL MEETING SCHEDULE.
- C. CONSIDER AWARD OF THE FOLLOWING BIDS:
 - BID #04-23 WE REQUEST AUTHORIZATION TO ISSUE AN ANNUAL REQUIREMENTS CONTRACT TO TEXAS SEASONS NURSERY & LANDSCAPE DBA ZODEGA LANDSCAPE SERVICES, LLC FOR PARKS RESTROOM MAINTENANCE PURSUANT TO UNIT PRICES.
 - BID #05-23 WE REQUEST AUTHORIZATION TO ISSUE AN ANNUAL REQUIREMENTS CONTRACT TO UNITED SITE SERVICES FOR PORTABLE RESTROOMS PURSUANT TO UNIT PRICES.
 - 3. BID #24-23 WE REQUEST AUTHORIZATION TO ISSUE A PURCHASE ORDER TO ROLL-OFFS USA FOR THE COOPERATIVE PURCHASE OF SOLID WASTE CONTAINERS THROUGH THE LOCAL GOVERNMENT PURCHASING COOPERATIVE ("BUYBOARD") CONTRACT #686-22 IN THE AMOUNT OF \$99,528.

- 4. BID #25-23 WE REQUEST AUTHORIZATION TO ISSUE A PURCHASE ORDER TO RELIABLE CHEVROLET FOR THE COOPERATIVE PURCHASE OF SEVEN (7) CHEVROLET TAHOES FOR POLICE DEPARTMENT THROUGH SHERIFFS' ASSOCIATION OF TEXAS CONTRACT #22-03-1008 AT A UNIT PRICE OF \$36,439.95 EACH AND IN THE TOTAL AMOUNT OF \$255,079.65.
- 5. BID #26-23 WE REQUEST AUTHORIZATION TO ISSUE A PURCHASE ORDER TO RUSH TRUCK CENTERS OF TEXAS, LP FOR THE COOPERATIVE PURCHASE OF FIFTEEN (15) VEHICLES FOR VARIOUS CITY DEPARTMENTS THROUGH THE LOCAL GOVERNMENT PURCHASING COOPERATIVE ("BUYBOARD") CONTRACT #601-19 IN THE AMOUNT OF \$855,486.50.
- 6. BID #28-23 WE REQUEST AUTHORIZATION TO ISSUE A COOPERATIVE ANNUAL REQUIREMENTS CONTRACT TO WAUKESHA-PEARCE INDUSTRIES, LLC FOR EMERGENCY GENERATOR MAINTENANCE SERVICES & REPAIRS PURSUANT TO UNIT PRICES SPECIFIED IN THE LOCAL GOVERNMENT PURCHASING COOPERATIVE ("BUYBOARD") CONTRACT #685-22.
- D. CONSIDER AWARD OF COMPETITIVE SEALED PROPOSAL #904-22 WE RECOMMEND THE AWARD TO TISEO PAVING COMPANY FOR NORTH GLENVILLE DRIVE PROJECT IN THE AMOUNT OF \$20,903,157.25.
- E. AUTHORIZE THE FOLLOWING CHANGE ORDERS:
 - TO INCREASE CONTRACT #321000496 TO QUALITY EXCAVATION, LLC, FOR CAMPBELL RD. IMPROVEMENTS FROM COLLINS TO US 75 IN THE AMOUNT OF \$103,845.40.
 - 2. TO DECREASE CONTRACT #321000741 WITH BALFOUR BEATTY CONSTRUCTION US FOR RICHARDSON SENIOR CENTER RENOVATION PROJECT IN THE AMOUNT OF \$274,037.33.
 - 3. TO DECREASE CONTRACT #321000747 WITH LEE LEWIS CONSTRUCTION FOR RICHARDSON PUBLIC SAFETY CAMPUS PROJECT IN THE AMOUNT OF \$76,222.35.
 - 4. TO DECREASE CONTRACT #321000281 WITH ADVANCE CONTRACTING GROUP FOR 2015 RESIDENTIAL SIDEWALK REPLACEMENT PROGRAM REGION 5 AND REGION 4 COMPLETION IN THE AMOUNT OF \$229,777.19 AND INCREASE CONTRACT #321000864 WITH AUSHILL CONSTRUCTION, LLC, FOR 2021 SIDEWALK REPLACEMENT RESIDENTIAL REGION 1A IN THE AMOUNT OF \$234,822.

8. REPORT ON ITEMS OF COMMUNITY INTEREST

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

ADJOURN

I CERTIFY THE ABOVE AGENDA WAS POSTED ON THE BULLETIN BOARD AT THE CIVIC CENTER/CITY HALL AND RICHARDSON POLICE DEPARTMENT ON FRIDAY, DECEMBER 9, 2022, BY 5:00 P.M.
AIMEE NEMER, CITY SECRETARY
ACCOMMODATION REQUESTS FOR PERSONS WITH DISABILITIES SHOULD BE MADE AT LEAST 48 HOURS PRIOR TO THE MEETING BY CONTACTING THE ADA COORDINATOR, VIA PHONE AT (972) 744-0908, VIA EMAIL AT ADACOORDINATOR@cor.gov , OR BY APPOINTMENT AT 2001 E. RENNER RD., RICHARDSON, TEXAS 75082.
PURSUANT TO SECTION 46.03, PENAL CODE (PLACES WEAPONS PROHIBITED), A PERSON MAY NOT CARRY A FIREARM OR OTHER WEAPON ON THIS PROPERTY. *
FOR THE PURPOSE OF THIS NOTICE "PROPERTY" SHALL MEAN THE RICHARDSON POLICE DEPARTMENT, MULTIPURPOSE ROOM OR ANY OTHER ROOM WHERE A MEETING SUBJECT TO AN OPEN MEETING UNDER GOVERNMENT CODE CHAPTER 551 OF THE RICHARDSON CITY COUNCIL IS HELD.
*This does not apply to licensed carriers.

MINUTES

RICHARDSON CITY COUNCIL COUNCIL MEETING NOVEMBER 14, 2022

Call to Order

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

Paul Voelker Mayor

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

The following staff members were also present:

Don Magner City Manager

Kent Pfeil Chief Financial Officer Charles Goff Assistant City Manager Michaela Dollar Assistant City Manager

Bill Alsup Interim Assistant City Manager

Aimee Nemer City Secretary

Haley Alsabrook Management Analyst

Jim Dulac Director of Engineering/Capital Projects

Sam Chavez Director of Development Services

Chris Shacklett Assistant Director of Development Services

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

- 1. INVOCATION AREFIN SHAMSUL
- 2. PLEDGE OF ALLEGIANCE: U.S. AND TEXAS FLAGS AREFIN SHAMSUL
- 3. MINUTES OF THE OCTOBER 10, 2022, OCTOBER 24, 2022, OCTOBER 31, 2022, AND NOVEMBER 7, 2022 MEETINGS

Council Action

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

4. VISITORS/ACKNOWLEDGEMENT OF PUBLIC COMMENT CARDS

There were no public comments submitted.

5. REVIEW AND DISCUSS THE 2023 CITY COUNCIL MEETING CALENDAR

City Secretary Nemer reviewed the proposed 2023 City Council meeting calendar.

6. REVIEW AND DISCUSS THE N. GLENVILLE DRIVE STREET RECONSTRUCTION PROJECT STATUS UPDATE

Jim Dulac, Director of Engineering, provided a project status update.

- Campbell to Commerce
- Paving and Utility Improvements
- Design postponed in 2018 for Collins Arapaho TOD &
- Innovation District Study
- Add Commerce to Arapaho
- Additional utility improvements
- IQ Vision for better mobility with enhanced roadway cross-section and amenities

Enhanced Scope with IQ Vision

- Road Diet (4-lane to 2-lane)
- Bike and Pedestrian Amenities
- Creating amenity space at Duck Creek
- Enhanced Landscaping
- Enhanced Hardscape
- Smart Technology Infrastructure

Project Cost Description		Funding –
Project Soft Costs (Engineering, Testing, Admin)		\$3.00M
Available Budget for Construction		\$16.30M
Tiseo Paving's Proposal – Reduced to Base Project		\$16.35M
(Paving, Utilities, Bike Lanes, Sidewalks, Traffic Signals)		
Add Back 1 – Paving, Signal Pole Finish, Utilities,	\$1.845M	\$18.20M
Add Back 2 – Enhanced Landscaping/Hardscape	\$1.940M	\$20.14M
Add Back 3 – Duck Creek Culvert Extension	\$0.675M	\$20.82M
Add Back 4 – Smart Infrastructure Conduits	\$0.225M	\$21.04M
Project Total Cost Including All Added Back Scope:		\$24.04M

Proposed Project Funding Strategy:

Project Description-	Estimate	2021 Bond Dollars	2015 Bond Funds	Dallas County	Federal Grants Committed	TIF	General Fund Reserves	FY 21 Special Projects	Future Grant Funding
Glenville Dr (Campbell- Arapaho)*	\$19.30M	\$3.82M	\$7.30M	\$3.00M		\$5.18M	-	-	-
Glenville Supplemental Strategy	\$4.74M	\$1.60M	\$3.14M	-	-	-	-	-	-
Total	\$24.04M	\$5.72M	\$10.14M	\$3.00M	-	\$5.18M	-	-	-

- **7. REVIEW AND DISCUSS THE CVB UPDATE AND SOCIAL MEDIA LAUNCH** This briefing was postponed.
- 8. PUBLIC HEARING, ZONING FILE 22-11, A REQUEST TO REZONE APPROXIMATELY 13.03 ACRES LOCATED BETWEEN WATERVIEW PARKWAY AND PRESIDENT GEORGE BUSH HIGHWAY, EAST OF FRANKFORD ROAD, FROM TO-M TECHNICAL OFFICE AND PD PLANNED DEVELOPMENT TO PD PLANNED DEVELOPMENT TO ALLOW DEVELOPMENT OF UP TO 511 APARTMENT AND LIVE/WORK UNITS, A LIMITED-SERVICE HOTEL AND UP TO 19,000 SQUARE FEET OF RETAIL SPACE.

Public Hearing

After a summary by staff and a presentation by the applicant, Mayor Voelker opened the Public Hearing with the following comments submitted. Applicant representatives were Barry Hand, Maxwell Fisher, and Bill Dahlstrom.

In Favor

Daniel Yahalom, 2200 Waterview Pkwy

Griffin Davis, 2600 Waterview Pkwy – submitted a resolution approved by the UTD student council

River Bluhm, 400 Halifax, Plano Johnathan Dang, 950 North Loop Road Chandralekha Garapaty, 2800 Waterview Pkwy Devan Bailey, 2600 Waterview Pkwy – submitted a petition

Additionally, the following public comment cards were submitted in favor.

Patrick O'Boyle, 2700 Waterview Pkwy Elliot Agnew, 2200 Waterview Pkwy

Richard Strecker also spoke regarding the affordability of housing and RealPage.

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

After considerable discussion with the applicant representatives, there was a consensus of the Council agreeable to a parking ratio of .8 in sub-area 1 and 1.0 in sub-area 2. The stipulation that sub-area 2 be under construction including all project infrastructure, with all buildings going vertical except for the hotel, before a certificate of occupancy is issued for sub-area 1 was also in concurrence.

City Manager Magner recommended that Council continue the hearing to allow City staff to work with the applicant to draft an ordinance with the stipulations listed above for consideration on December 12.

Council Action

Councilmember Hutchenrider moved to reopen and continue the public hearing to December 12, 2022. Councilmember Justice seconded the motion. A vote was taken and passed, 7-0.

9. CONSENT AGENDA:

A. CONSIDER AWARD OF THE FOLLOWING BIDS:

- 1. BID #83-22 WE RECOMMEND THE AWARD TO REY-MAR CONSTRUCTION FOR DOGWOOD DRIVE VALVE IMPROVEMENTS AT BELT LINE ROAD & HOLLY DRIVE TO REY-MAR CONSTRUCTION IN THE AMOUNT OF \$667,715.
- 2. BID #84-22 WE REQUEST AUTHORIZATION TO ISSUE AN ANNUAL REQUIREMENTS CONTRACT TO URBAN INFRACONSTRUCTION, LLC FOR STREET REHABILITATION PURSUANT TO UNIT PRICES.
- 3. BID #86-22 WE REQUEST AUTHORIZATION TO ISSUE AN ANNUAL REQUIREMENTS CONTRACT TO CAM-CRETE CONTRACTING, INC. FOR 2022-2023 ALLEY REPAIRS PROGRAM PURSUANT TO UNIT PRICES.
- 4. BID #92-22 WE RECOMMEND THE AWARD TO AUSHILL CONSTRUCTION, LLC FOR ALLEY RECONSTRUCTION BETWEEN N. COIT RD. AND LA MESA DR FROM APACHE TO CHIPPEWA IN THE AMOUNT OF \$270,330.
- 5. BID #02-23 WE REQUEST AUTHORIZATION TO ISSUE AN ANNUAL REQUIREMENTS CONTRACT TO RATLIFF HARDSCAPE, LTD. FOR HARDSCAPE INSTALLATION PURSUANT TO UNIT PRICES.
- 6. BID #13-23 WE REQUEST AUTHORIZATION TO ISSUE A COOPERATIVE ANNUAL REQUIREMENTS CONTRACT TO GT DISTRIBUTORS, INC. FOR SAFARILAND SOFT BODY ARMOR FOR THE POLICE DEPARTMENT PURSUANT TO THE PERCENTAGE DISCOUNTS SPECIFIED IN THE LOCAL GOVERNMENT PURCHASING COOPERATIVE ("BUYBOARD") CONTRACT #603-20.
- 7. BID #14-23 WE REQUEST AUTHORIZATION TO ISSUE A PURCHASE ORDER TO CHASTANG ENTERPRISES FOR THE COOPERATIVE PURCHASE OF TWO (2) AUTOCAR ACX64 CAB/OVER CHASSIS FOR SOLID WASTE THROUGH THE LOCAL GOVERNMENT PURCHASING COOPERATIVE ("BUYBOARD") CONTRACT #601-19 IN THE AMOUNT OF \$413,986.
- 8. BID #15-23 WE REQUEST AUTHORIZATION TO ISSUE A PURCHASE ORDER TO RELIANCE TRUCK & EQUIPMENT FOR THE COOPERATIVE PURCHASE OF TWO (2) LABRIE-WITTKE, STARLIGHT FRONT LOADER 40-YARD BODIES IN THE AMOUNT OF \$319,960.70 AND FOUR (4) LEACH-ALPHA REAR LOADER BODIES IN THE AMOUNT OF \$410,738.50 FOR SOLID WASTE THROUGH THE LOCAL GOVERNMENT PURCHASING COOPERATIVE ("BUYBOARD") CONTRACT #599-19.

- 9. BID #16-23 WE REQUEST AUTHORIZATION TO ISSUE A PURCHASE ORDER TO BOND EQUIPMENT COMPANY, INC. FOR THE COOPERATIVE PURCHASE OF FOUR (4) CRANE CARRIER CORPORATION, LOW ENTRY TILT 2 (LNT) CAB/OVER CHASSIS FOR SOLID WASTE THROUGH THE LOCAL GOVERNMENT PURCHASING COOPERATIVE ("BUYBOARD") CONTRACT #601-19 AT A UNIT PRICE OF \$174,937 AND IN THE TOTAL AMOUNT OF \$699,748.
- 10. BID #17-23 WE REQUEST AUTHORIZATION TO ISSUE A PURCHASE ORDER TO EAST TEXAS MACK SALES, LLC FOR THE COOPERATIVE PURCHASE OF ONE (1) MACK GRANITE GR64B CHASSIS WITH MATERIAL HANDLER/ROLL-OFF HOIST FOR SOLID WASTE THROUGH THE REGION VIII EDUCATION SERVICE CENTER'S COOPERATIVE PURCHASING PROGRAM, THE INTERLOCAL PURCHASING SYSTEM ("TIPS"), ON CONTRACT #200802 IN THE AMOUNT OF \$309,964.
- 11. BID #18-23 WE REQUEST AUTHORIZATION TO ISSUE AN ANNUAL REQUIREMENTS CONTRACT TO GALLS, INC. FOR A COOPERATIVE ANNUAL REQUIREMENTS CONTRACT FOR FIRE DEPARTMENT UNIFORMS PURSUANT TO THE PERCENTAGE DISCOUNTS SPECIFIED IN THE LOCAL GOVERNMENT PURCHASING COOPERATIVE ("BUYBOARD") CONTRACT #603-20.
- B. CONSIDER AWARD OF REQUEST FOR PROPOSALS ("RFP") #701-23 WE REQUEST AUTHORIZATION TO ISSUE AN ANNUAL REQUIREMENTS CONTRACT TO PYROTECHNICO FIREWORKS, INC. FOR FAMILY 4TH FIREWORKS CELEBRATION PURSUANT TO UNIT PRICES.
- C. CONSIDER AWARD OF REQUEST FOR QUALIFICATIONS ("RFQ") #2022-03 WE RECOMMEND THE AWARD TO CENTENNIAL CONTRACTORS ENTERPRISES, INC. FOR CONSTRUCTION MANAGER AT RISK (CMAR) SERVICES FOR THE ANIMAL SHELTER AND FIRE STATION NO. 5 RENOVATION PROJECT IN THE AMOUNT OF \$91,722.
- D. AUTHORIZE THE CITY MANAGER TO EXECUTE GUARANTEED MAXIMUM PRICE ("GMP") AMENDMENT NO. 1 TO THE CONSTRUCTION MANAGER AT RISK ("CMAR") AGREEMENT WITH ARCHER WESTERN CONSTRUCTION, LLC FOR THE CONSTRUCTION OF WATER IMPROVEMENTS TO EXPAND THE 825 PRESSURE ZONE CAPACITY OF THE CITY'S WATER DISTRIBUTION SYSTEM IN THE AMOUNT OF \$20,772,272.

Council Action

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

10. REPORT ON ITEMS OF COMMUNITY INTEREST

Council reported 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 Matters
 - Discussion of appointments to the Quasi-Judicial Boards and Commissions (City Plan Commission, Civil Service Board, Zoning Board of Adjustment/Building and Standards Commission).

Council Action

Council convened into Executive Session at 9:20 p.m.

RECONVENE INTO REGULAR SESSION

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

Council Action

Council reconvened in regular session at 9:36 p.m. There was no action as a result of the Executive Session.

ADJOURNMENT

With no further business, the meeting was adjourned at 9:36 p.m.

	MAYOR	
ATTEST:		
CITY SECRETARY		
CITT SECRETART		
	Minutes November 14, 2022	

MINUTES

RICHARDSON CITY COUNCIL WORK SESSION MEETING DECEMBER 5, 2022

• Call to Order

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

Paul Voelker Mayor

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

The following staff members were also present:

Don Magner City Manager

Kent Pfeil Chief Financial Officer Charles Goff Assistant City Manager Michaela Dollar Assistant City Manager

Bill Alsup Interim Assistant City Manager

Aimee Nemer City Secretary

Haley Alsabrook Management Analyst Ronny Glanton Head Professional

Mark Nelson Transportation & Mobility Director

Daniel Herrig
Geoff Wright
CVB Administrator
Cross Sexuall
Communications Director

Greg Sowell Communications Director

The following partners were also present:

Mark Harrison, Executive Director/CEO, Northern Texas PGA

Mickey McGuire District Director, Dallas County

Minesha Reese, Transportation Planner, Dallas County

Paul Cooper, Chief Utility Relocation Manager, Dallas County

A. VISITORS/ACKNOWLEDGEMENT OF PUBLIC COMMENT CARDS

Pieter Friedrich, 513 S. Greenville Ave, addressed Council regarding a proclamation for HSS.

B. RECOGNITION OF RONNY GLANTON FOR THE TEXAS GOLF HALL OF FAME CLASS OF 2022 INDUCTION

Kent Pfeil, Chief Financial Officer, reviewed several achievements and recognitions of Ronny Glanton, Head Professional of Sherrill Park Golf Course. He also unveiled a monument honoring Mr. Glanton to be installed at the golf course. Mark Harrison, Executive Director/CEO, Northern Texas PGA, also recognized Mr. Glanton and reviewed "The Ronny" golf park that will be a feature at the PGA Frisco and NTPGA Campus.

C. RECOGNITION OF DANIEL HERRIG AS DALLAS COUNTY'S 2022 MOBILITY PARTNER OF THE YEAR AWARD

Dallas County representatives presented Daniel Herrig, Transportation Engineer, with the 2022 Mobility Partner Award.

D. REVIEW AND DISCUSS THE CVB UPDATE AND SOCIAL MEDIA LAUNCH

Geoff Wright, CVB Administrator, provided an update on the organizational structure, objectives, and sales and marketing summary of the Convention and Visitors Bureau. He also explained a new social media campaign that will be launched in January.

E. REVIEW AND DISCUSS THE SESQUICENTENNIAL CELEBRATION BRANDING/OUTREACH

Greg Sowell, Director of Communications, provided an update on the City's sesquicentennial celebration and revealed the logo and tagline.

F. REPORT ON ITEMS OF COMMUNITY INTEREST

Council reported 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:

- Deliberation Regarding Personnel Matters
 - Conduct Interviews for the City Plan Commission, Civil Service Board, and Zoning Board of Adjustment/Building and Standards Commission

Council Action

Council convened into Executive Session at 7:45 p.m.

RECONVENE INTO REGULAR SESSION

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

Council Action

Council reconvened in regular session at 9:02 p.m. There was no action as a result of the Executive Session.

ADJOURNMENT

With no further business, the meeting was adjourned at 9:03 p.m.

ATTEST:	MAYOR	
CITY SECRETARY		
	M:to	





DATE: December 12, 2022

TO: Honorable Mayor and City Council

FROM: Sam Chavez, AICP, Director of Development Services SDC

SUBJECT: Zoning File 22-11: PD Planned Development – Waterview Mixed Use

REQUEST

Maxwell Fisher, ZoneDev, representing George Bush Highway Investment LLC & Affordable Space Rental 2018, LLC, is requesting approval of a change in zoning on 13.03 acres located between Waterview Parkway and President George Bush Highway, east of Frankford Road from TO-M Technical Office and PD Planned Development to PD Planned Development District to allow development of up to 511 apartment and live/work units, a limited-service hotel and up to 18,100 square feet of retail space.

This item was continued at City Council's November 14, 2022, meeting to December 12, 2022, to allow staff and the developer to revise the phasing language to be consistent with the City Council's direction. The Council stated they wanted the phasing requirements modified to require that the mixed-use apartment building and buildings R-3 & R-4 in Sub-area 2 be permitted and under construction and for infrastructure in Sub-area 2 to be completed prior to the issuance of the certificate of occupancy for the purpose-built student housing building in Sub-area 1.

The phasing condition has been revised to meet Council's intent which has been reviewed by and agreed to by the applicant, including the 0.8 parking space ratio for Sub area 1. Attached Ordinance Number 4444 reflects the intended phasing condition and parking ratio.

DEVELOPMENT BACKGROUND INFORMATION

The proposed development is comprised of two (2) sub-areas as shown on Exhibit B and as further described below:

Sub Area 1 (3.89 acres located on the western side of the subject property)

• 5-story, 171-unit apartment building with 529 beds (purpose-built student housing) with a total of 451 parking spaces (409 parking garage and 42 surface spaces), including courtyards, a playground area, dog park area, swimming pool, fitness center and secured bicycle storage within the parking garage.

Sub Area 2 (9.13 acres located on the western side of the subject property)

- 5-story, 340-unit apartment building which includes a minimum of five (5) live/work units and 8,000 square feet of ground floor retail with a total of 695 parking spaces (475 parking garage and 220 surface spaces, including courtyards, a swimming pool, fitness center and bicycle racks within the parking garage.
- Two (2), single-story retail buildings totaling 10,100 square feet.
- 4-story, 110-room limited-service hotel, including a fitness center, business center and bike racks.

PLAN COMMISSION RECOMMENDATION

The City Plan Commission, by a 5-0 vote, recommended approval of the request as amended per the attached "PD Conditions (CPC Recommendation)", which were modified to reflect the Commission's recommended modifications including allowing additional uses on the hotel site within Sub Area 2, limitations on the location of apartment and live/work units, and modifications to the phasing requirements.

Should City Council approve the request, attached Ordinance No. 4444 may be approved with the same motion.

ATTACHMENTS

PD Conditions (CPC Recommendation) CC Public Hearing Notice City Plan Commission Minutes 2022-10-18 Staff Report Zoning Map Aerial Map Zoning Concept (Exhibit "B") Building Elevations (Exhibits C-1 & C-2) Architectural Character Images (Exhibits "D-1" thru "D-3") Applicant's Statement CPC Notice of Public Hearing Notification List Correspondence in Support Draft Ordinance No. 4444

Special Conditions: ZF 22-11, PD Planned Development

(CPC Recommended Modifications in bold italics)

Section 1. Intent.

The purpose of the PD Planned Development District is to accommodate a mixed-use development of student and young professional housing, retail, and lodging/hospitality uses. The proposal is intended to complement the core of transit-oriented development planned south of Waterview Parkway, at the DART Silver Line Station. The proposal will expand quality housing and lodging stock for the Richardson community while providing appropriately scaled residential and lodging amenities, and supportive retail and restaurant options.

Section 2. Exhibits.

The subject site shall be zoned PD Planned Development District for mixed use development and shall be used and developed in substantial conformance with the Zoning Concept Plan attached hereto as Exhibit "B", the Building Elevations for Sub-area 1 attached hereto as Exhibits "C-1" and "C-2", and Reference Imagery as Exhibits "D-1" through "D-3" for Sub-area 2, and the zoning regulations provided herein.

Section 3. Subareas.

Sub-area 1 is defined as the approximately 3.89-acre portion as referenced on Exhibit B. Sub-area 2 is defined as the approximately 9.13-acre portion of the property as referenced on Exhibit B. Within Sub-area 2, the 4-story hotel ("hotel site") may be modified to allow a different use so long as the use is an allowed use per Section 4. (Sub-area 2) as listed below. Any change in use shall require submittal of a revised traffic impact analysis (TIA) to the City. The change shall be allowed and approved administratively unless the TIA reflects an increase in the number of proposed daily or peak hour trips, at which point, the change shall only be allowed after an amendment to this PD to allow said change.

Section 4. Permitted Uses.

The following uses shall be permitted within specific areas shown on the attached Concept Plan, Exhibit B. The following uses shall be permitted within specific areas as shown on the attached concept plan (Exhibit "B"):

Subarea 1:

- 1. Apartments;
- 2. Construction field office:
- 3. Parking lot, accessory;

Subarea 2:

- 1. Apartments (limited to the 5-story multi-family building as shown on Exhibit B);
- 2. Art gallery;
- 3. Assisted living facility (requires Special Permit approval);
- 4. Bakery
- 5. Bank or financial institution;
- 6. Barber or beauty salon;

- 7. Book, card or stationary store;
- 8. Camera or photographic supply shop;
- 9. Childcare center (requires Special Permit approval);
- 10. Clothing or apparel store;
- 11. Construction field office;
- 12. Convenience store;
- 13. Drugstore or pharmacy;
- 14. Fine arts studio;
- 15. Florist;
- 16. Furniture, home furnishings and appliance store;
- 17. Health club:
- 18. Hotel, full-service;
- 19. Hotel, limited-service;
- 20. Independent living facility (requires Special Permit approval)
- 21. Jewelry store;
- 22. Laundry pick-up station;
- 23. Live/work units (limited to 5-story multi-family building as shown on Exhibit B);
 - a. For purposes of this PD Planned Development, "live/work unit" shall mean a portion of a building integrating both living quarters and a non-residential space such as retail, artist space or gallery, business or other professional office activities in a single unit, where the non-residential use (work) is located on the ground floor and the residential use (live) is located above or behind, or a combination thereof, the non-residential use. If the residential use is located on the ground floor, then the residential use shall be limited to a maximum of 40% of the ground floor area.
- 24. Mailing service;
- 25. Office;
- 26. Parking lot, accessory;
- 27. Photography or art studio;
- 28. Print shop, minor;
- 29. Restaurant without drive-through or curb service;
- 30. Tailor shop;
- 31. Toy or hobby shop.

Section 5. General Area Regulations.

- 1. Building Setbacks: A minimum 100-foot building setback shall be provided along Waterview Parkway and President George Bush Turnpike. A minimum 50-foot building setback shall be provided along Frankford Road. No other setbacks shall be required except as required by the City of Richardson Building Code, as amended.
- 2. Landscape Buffers: A minimum 40-foot-wide landscape buffer shall be provided along Waterview Parkway and the President George Bush Turnpike. A minimum 30-foot-wide landscape buffer shall be provided along Frankford Road. Landscaping within the buffers shall be in accordance with the City of Richardson Landscape Policies, as amended.

3. Platting:

- a. Two (2) lots (lots containing Retail buildings R-3 or R-4) shall be allowed to be platted without public street frontage, provided the lots are directly adjacent to a mutual access easement providing access to a public street.
- b. The minimum lot frontage along Frankford Road shall be fifteen (15) feet.
- 4. Minimum Lot Area: No minimum.
- 5. Minimum Lot Width: No minimum.
- 6. Minimum Lot Depth: No minimum.
- 7. For purposes of this Planned Development District, the apartment development shown on the Concept Plan shall be considered as one "apartment community" in accordance with Article XV (A-950-M Apartment District) of the Comprehensive Zoning Ordinance, and no physical separation shall be required.

Section 6. Parking.

Off-street parking for this Planned Development District shall comply with applicable provisions of the Comprehensive Zoning Ordinance except as follows:

- 1. General: Required parking may be satisfied by structured and surface parking spaces, except parking for apartment and live/work uses shall be provided within structured parking area.
- 2. Minimum Parking Requirements:
 - a. Apartments (Sub-area 1): 0.8 parking space per bedroom.
 - b. Apartments (Sub-area 2): 1 parking space per bedroom.
 - c. Live/Work Units: 2 parking spaces per unit (at least 1 parking space per unit shall be provided within a structured parking area).
 - d. Hotel: 1 parking space per room.
 - e. Other non-residential uses: 1 parking space per 200 square feet.

Section 7. Sub-area 1 Building and Area Regulations.

- 1. Minimum floor area of dwelling unit:
 - i. 1 Bedroom unit 450 square feet
 - ii. 2 Bedroom unit 750 square feet
 - iii. 4 Bedroom unit 1,315 square feet
- 2. Bathroom to Bedroom Ratio: There shall be one (1) bathroom per bedroom.
- 3. Accessory Buildings: Accessory buildings are prohibited.

4. Maximum Building Height: Sixty-eight (68) feet, including parapet wall.

5. Maximum Number of Units: 171 units.

6. Floor-to-Area Ratio: No maximum.

7. Lot Coverage: The maximum lot coverage shall not exceed 65%.

8. Recreation Areas: The following amenities shall be provided: a minimum

1,200-square feet playground area is as generally shown on Exhibit B, minimum 400-square foot indoor fitness center, minimum 400-square foot clubhouse / gameroom / multi-purpose room, business center, study lounge, swimming pool, outdoor kitchen and minimum 1,000-square foot dog walk area as generally

shown on Exhibit B.

9. Perimeter Fencing: A perimeter fence is not required.

10. Shuttle Service: An on-site private shuttle service is required to provide

transportation of students to and from the UTD campus

during the weekday when school is in session.

11. Bicycle Parking: A minimum of seventy-five (75) bicycle storage spaces

shall be provided within the parking garage within a

secure, fenced area.

Section 8. Sub-area 2 Building and Area Regulations

1. Minimum floor areas:

i. 1-bedroom unit: 550 square feetii. 2-bedroom unit: 850 square feet

iii. Units larger than 2-bedroom units shall be prohibited.

2. Accessory Buildings: Accessory buildings are prohibited.

3. Maximum Building Height: Sixty-eight (68) feet, including the parapet wall.

4. Maximum Number of Units: 340 units (minimum five (5) units shall be live/work

units to be located on the ground floor of the

apartment building).

5. Maximum Retail Area: 18,100 square feet.

6. Max. Number of Hotel Rooms: 110 rooms.

7. Floor Area Ratio: No maximum.

8. Lot Coverage: The maximum lot coverage shall not exceed 65%.

9. Recreation Areas/Amenities: At a minimum, the apartment building shall provide

a minimum 400-square foot fitness center, swimming pool and two (2) additional outdoor amenity courtyard areas as shown on the Concept

Plan (Exhibit B).

At a minimum, the hotel shall provide the following amenities on-site: a fitness center, a business center, and bicycle racks (minimum 5-bicycle capacity).

10. Co-working space: Within the apartment building, a minimum 5,000-

square foot co-working space must be provided, generally as shown on the Concept Plan (Exhibit

"B").

11. Perimeter Fencing: A perimeter fence shall not be required.

12. Bicycle Parking: A minimum of forty-five (45) bicycle storage spaces

shall be required within the apartment building

parking garage within a secured, fenced area.

Section 9. Phasing

1. A certificate of occupancy for the multi-family building in Sub-area 2 shall not be issued until a certificate of occupancy for the *building located on the* hotel *site* has been issued.

2. The two (2) 1-story retail buildings may acquire a building permit and C.O. at any time.



Order Confirmation / Invoice

Customer: CITY OF RICHARDSON **Customer Account:** 100010162 0001836631 **CPN 9208** Ad Order #: PO Number:

Max (Mert) Tezkol Order Taker: Max (Mert) Tezkol Sales Rep:

\$198.05 \$0.00 **Total Amount:** \$198.05 **Net Amount:** Tax Amount:

\$198.05 **Payment Method:** Check/Money Order **Payment Amount:** \$0.00 **Amount Due:**

0001836631 Ad Order #:

0001836631-01 Ad Number:

2 X 34.00 Li Ad Size: Color:

Ad Content

City of Richardson Public Hearing Notice

The Richardson City Council will conduct a public hearing at 6:00 p.m. on Monday, November 14, 2022, at the Richardson Police Department, Multipurpose Room, 200 N. Greenville Ave., Richardson, TX. to consider the following requests.

ZF 22-11
A request to rezone approximately 13.03 acres located between Waterview Parkway and President George Bush Highway, east of Frankford Road, from TO-M Technical Office and PD Planned Development to PD Planned Development to PD Planned Development to United States of the Work of the Work of the States o

If you wish your opinion to be part of the record but are unable to attend, send a written reply prior to the hearing date to City Council, City of Richardson, P.O. Box 830309, Richardson, Texas 75083.

The City of Richardson /s/ Aimee Nemer, City Secretary

APPROVED

By Aimee Nemer at 11:15 am, Oct 27, 2022

Run Dates

Publish Date: 10/28/2022 Stop Date: 10/28/2022 Publish Date: 10/28/2022 Stop Date: 11/03/2022

Product

Dallas Morning News DallasNews.com

Placement/Classification - Position

Legals Bids Notices - LN Legal Notices Legals Bids Notices - LN Legal Notices

EXCERPT CITY OF RICHARDSON CITY PLAN COMMISSION MINUTES – OCTOBER 18, 2022

Zoning File 22-11 – **Planned Development** – **Waterview Mixed-Use:** Consider and act on a request to rezone approximately 13.03 acres located between Waterview Parkway and President George Bush Highway, east of Frankford Road, from TO-M Technical Office and PD Planned Development to PD Planned Development to allow development of up to 511 apartment and live/work units, a limited-service hotel, and up to 19,000 square feet of retail space. *Property Owner: Mehrdad Mazaheri, George Bush Highway Investment, LLC and Affordable Space Rental 2018. Staff: Chris Shacklett.*

Mr. Shacklett began by stating the request was to rezone 13.03 acres to PD Planned Development to accommodate a mixed-use development with apartments, retail, and a limited-service hotel. He provided historical data on previous zoning requests associated with the subject property.

Currently, the property is zoned PD Planned Development on the western leg with the remainder of the property being zoned TO-M Technical Office. The surrounding property was also zoned TO-M Technical Office. The property to the north across President George Bush Highway was within the City of Plano. The property to the west was within the City of Dallas and was developed with an automobile dealership. The property to the south and east of the property were various medical and general office developments. Mr. Shacklett provided a rendering of the Future Land Use Plan. The subject property was shown as Regional Employment on the Future Land Use Plan. Primary uses included higher density, high-rise office with secondary uses as retail centers and entertainment venues. Previously, there had been concern regarding residential not being an included use within the Regional Employment district; however, the proposed development included retail within a residential building as well as standalone retail and a hotel. Although a hotel was not stated in the description of Regional Employment, it was a use typically found within Regional Employment areas. The applicant was requesting a PD Planned Development to provide development within two (2) Sub-areas.

Sub-area 1 was located on the western leg of the property with a 171-unit purpose-built student housing development.

Sub-area 2 contained four (4) buildings with the following development, located east of Sub-area 1:

- 5-story mixed use apartment building containing 340-units that included five (5) live/work units with retail and co-working space on the ground floor;
- Two (2), single-story retail buildings;
- 4-story, 110-room, limited-service hotel located along Waterview Parkway.

Mr. Shacklett continued stating there were three (3) existing driveways. Two (2) were located on Waterview Parkway, one (1) was located on President George Bush Highway. A fourth proposed and previously approved driveway would be located on Frankford Road. Access points along Waterview Parkway were discussed within the TIA (Traffic Impact Analysis). There were 276 a.m. peak trips and 376 p.m. peak trips totaling 4,964 total vehicular trips that

were expected to be generated by this development. The TIA utilized reductions in trip generation. A 15% reduction in traffic was utilized for a shuttle service that would be provided from the Sub-area 1 apartment building to the UTD campus. An additional 5% reduction due to the site's proximity to the DART Silver Line station was used. A 5-10% reduction throughout the development for internal trip capture or trips made between the multiple uses via walking or biking, (residential, retail, hotel, etc.) in the proposed development was also used. A future traffic signal was previously discussed to be located at Driveway 3 (to the east of the subject property along Waterview); however, the signal was now expected to be located at Driveway 2 (at the southeast corner of the property) and connect south across Waterview Parkway to the Silver Line. Because the signal had already been under consideration and since the proposed driveway intersection currently operated at a Level of Service (LOS) F and would continue to do so, this signal would not be required to be constructed as part of this development.

Mr. Shacklett provided a diagram illustrating pedestrian walking routes from the site to the north side of the UTD campus, ranging in distance from one-half mile to three-quarters of a mile.

He continued by providing more detail on the proposed sub-areas. Sub-area 1 would provide:

- 5-story apartment building, with a 5-level parking garage to include 171 units to accommodate 529 beds for purpose-built student housing;
- 409 garage parking spaces and forty-two (42) surface spaces on the site for a total of 451 parking spaces. The applicant proposed parking at a ratio of 0.8 space per bedroom. Staff suggested the ratio be one (1) parking space per bedroom based on the site not being campus adjacent;
- Amenities would include two (2) interior courtyards, a pool and fitness area, multi-purpose rooms, study areas, outdoor kitchens, and seating areas, as well as a playground and dog park area and seventy-five (75) secure bicycle parking spaces within a storage room within the parking garage.

Sub area 2 would provide:

- 340-unit apartment building (5 stories) that included five (5) live/work units with a five 5-level parking garage;
- Ground floor retail and co-working space at the south end of the building;
- Two (2), single-story standalone retail buildings totaling 10,100 square feet;
- A 4-story, 110-room limited-service hotel located on the south end of the property fronting onto Waterview Parkway;
- Proposed parking for the apartment building would be one (1) space per bedroom with two (2) spaces per unit being required for live/work units;
- Retail areas would be parked at one (1) parking space for every 200 square feet;
- The hotel would be parked at one (1) parking space per room.
- Apartment amenities would include at a minimum, a fitness center, a pool, and two (2) additional outdoor amenity courtyards and a minimum of forty-five (45) secure bicycle parking spaces;

• Hotel amenities would include at a minimum, a fitness center, a business center and an area for bicycle racks.

Mr. Shacklett continued presenting the building elevations for the building located within Subarea 1. This building would be comprised of a combination of brick, stucco, metal panels, and fiber cement siding. The garage would be painted pre-cast concrete spandrels with a brick and stucco veneer. Additionally perforated metal screens would be placed in between the spandrels to provide additional screening for visibility into the parking garage.

The applicant provided character reference imagery for the buildings to be built within Subarea 2 since elevations had not been developed yet. This would be a guide for the design of the buildings as well as the pedestrian areas. The imagery was proposed to be approved as part of the ordinance and development would be required to be consistent with this imagery. At such time when development plans would be submitted, building elevations and plans for the common areas would have to be provided for staff to review against the reference imagery.

Mr. Shacklett then provided a summary of the request which reflected the proposed conditions within the staff report.

He proceeded to discuss items for consideration, which included:

- Future Land Use Plan The proposed residential use was inconsistent with the Future Land Use Plan; however, it was now part of a larger mixed-use development to include retail and a hotel which would typically be more consistent with a Regional Employment land use designation;
- Pedestrian Connectivity There is a lack of pedestrian connectivity as it related to traveling from the site to the UTD Campus;
- Development was not considered campus-adjacent housing;
- Shuttle Service A 15% reduction of traffic was utilized but only applies with the addition of a shuttle service. Proposed shuttle services would be provided during the weekday when school was in session;
- Parking The applicant proposed a parking ratio of 0.8 space per bedroom, but Mr. Shacklett stated that ratio appeared insufficient for Sub-area 1 as development was considered off-campus housing. Staff recommended one (1) space per bedroom for apartments in Sub-area 1;
- Phasing The applicant requested that the apartment building in Sub-area 1 be allowed to obtain their certificate of occupancy (C.O.) prior to commencement of any development within Sub-area 2. Staff recommended that the C.O. for the apartments in Sub-area 1 should not be issued until such time vertical construction of the hotel had commenced to ensure there would be other development on the site other than apartments;
- Fire Station #3 Proximity Emergency response delays to the development were possible due to the distance to the subject property and the indirect routes between the subject property and Fire Station #3. Mr. Shacklett stated the Fire Department did confirm the site was within the city standards for proximity to Fire Station #3.

Mr. Shacklett concluded his presentation stating nine (9) online comment cards had been received in favor of the request. Copies of those were distributed to the Commission during the briefing session. He then made himself available for questions.

Chairman Marsh asked for clarity regarding parking for Sub-area 1. The applicant requested 0.8 parking space per bedroom, and staff recommended one (1) parking spaces per bedroom. Chairman Marsh stated the Commission had approved 0.8 parking spaces per bedroom in the past but wanted to confirm most of those developments had been in proximity or next to a rail station or within a TOD development.

Mr. Shacklett confirmed yes and provided examples of where the ratio was approved.

Commissioner Southard commented that he understood part of the justification for the reduction in the parking ratio was the expectation that more students would be utilizing bicycles; however, bicycle parking was only provided for 13% of the future residents.

Mr. Shacklett responded the applicant was providing bicycle spaces with the thought that many individuals would park their bicycles within their units. He stated the applicant should be able to speak to the decreased ratios.

Chairman Marsh spoke about the building heights, stating the proposed heights were compatible with surrounding buildings. He asked what the maximum allowable building height was.

Mr. Shacklett responded that within the TO-M Technical Office District, you could achieve up to eight (8) stories and a 130-foot-height with proper setbacks from residentially zoned properties and the property line. The tallest building within the area was five (5) stories The proposed building fell within that range and would not be out of character with surrounding development. The current zoning for the western leg of the property was PD Planned Development for two (2) hotels that were 4-story hotels approximately 55-60 feet in height.

Vice Chairman Springs asked staff to provide clarity regarding the maximum height of sixty-eight (68) feet.

Mr. Shacklett responded originally the elevation reflected approximately sixty-two (62) feet. However, height is typically measured to the roof deck with additional parapet height allowed. Also, due to how the site was graded, it was possible to have one (1) side of a building taller than the other. The applicant was originally looking at a 65-foot maximum height across the board, but then they changed it to sixty-eight (68) feet. The building as shown on the elevations was about 62-foot-tall; therefore, some flexibility was allowed for small changes in design. In Sub-area 2, there were no fully designed building elevations.

Chairman Marsh asked staff to elaborate more on their recommendation to not issue the C.O. for the Sub-area 1 apartment building until a building permit was issued for the hotel.

Mr. Shacklett responded the recommendation was that apartments in Sub-area 1 could not receive a C.O. until the hotel had begun vertical construction, to include securing the building permit, then constructing the pavement, utilities, and beginning construction of the hotel. During the previous Council meetings in June and July, the applicant had requested that the subject request be approved at that time. The applicant stated they would come back to Commission and Council for approval of the remaining nine (9) acres (Sub-area 2) at a later date when the 1-year waiting period for the denial of the request from September 2021 had expired. At that time, Council discussed this and stated they would like to see more than just apartments built. They stated they would like to see it all come back at one (1) time. Mr. Shacklett stated staff's view was the Council wanted to act upon the entire 13-acre property at one (1) time so they could understand everything that was being proposed and determine what safeguards were in place to ensure it was not just apartments being developed.

Chairman Marsh asked for examples of where this type of phasing had been used by the City in the past.

Mr. Shacklett responded there was a development currently in for review that was a mixed-residential development located at Lookout Drive and Glenville Drive. It had requirements limiting the number of apartment units that could be constructed prior to development of the single-family lots within the development. Phasing typically relates to requirements for public improvements. An example of this was for street improvements related to the hospital development at Renner Road and Shiloh Road. The PD for Richardson Square also had some requirements stating that prior to occupancy of some of the buildings, there were pedestrian walkways that needed to be constructed between the former Sears building and the restaurant pad sites as well as the addition of deceleration lanes.

Chairman Marsh inquired about the traffic signal located at Driveway 2. He asked to confirm that the signal would not be required to be put in with this development.

Mr. Shacklett confirmed it would not be required as part of the proposed development. Future programming and funding were undetermined. Because of the existing level of service in the area and because the signal had been considered prior to the current request, it would not be required to be constructed along with the proposed development.

Commissioner Southard commented he agreed with staff's recommendations of one (1) parking space per bedroom for Sub-area 1. He stated he would like the applicant to address the reduced parking request during their presentation.

Chairman Marsh commented the Driveway 2 intersection currently operated at a Level of Service (LOS) F and stated the rating would only be worse going forward. He asked for an explanation regarding the level of service ratings.

Mr. Shacklett confirmed that more trips would be expected. He continued stating that the longer the delays at an intersection, the lower the rating would be (A being the best and F being the worst). Level F was not an uncommon rating within a developed city. He further commented this was not a true street intersection, but rather the intersection of a driveway with

Waterview Parkway, although it would be an intersection with a street to the south (Rutford Avenue) in the future.

Mr. Maxwell Fisher, ZoneDev, 2502 Grandview Drive, Richardson, TX came forward to speak on behalf of the applicant and made some introductory comments and stated the development team was present and available to answer questions. He stated the plan for the entire 13-acre property was brought forward to address City Council's comments during the hearings for the previous request.

Mr. Barry Hand, Gensler, 5005 Greenville Ave, Dallas, TX and resides at 710 Laguna Dr, Richardson TX came forward to speak on behalf of the applicant and provide a presentation of the request. He provided historical data for the project. He discussed future possible development scenarios for UTD. He continued discussing the merits of mixed-use developments versus office only developments. He stated that new development needs to accommodate housing that provides workspaces.

Mr. Hand continued stating they wanted to create a master plan for the entire 13-acre site that fits within the surrounding developments. He compared taxable values between different development types. He stated the proposed development aligned with some of the City's stated goals within the Comprehensive Plan.

Mr. Hand presented the concept and emphasized that everything presented for Sub-Area 1 was exactly same as what was presented back in June of 2022. Based on feedback from the Commission, City Council, UTD, and the surrounding neighborhoods, the desire was to establish an ordinance for the entire site, thus the zoning request for the entire site.

Mr. Hand continued discussing the development types included in Sub-area 2, including the addition of a hotel along Waterview Parkway. He stated the hotel was complementary to the university and rehab hospital. He presented character images and an aerial rendering of the property. He presented photos of what the student housing in Sub-area 1 would look like.

Mr. Hand addressed the question concerning parking at 0.8 space per bedroom and presented parking ratios at similar university adjacent housing in other parts of the country. He stated they did want to build too much parking and create parking decks that would never be used. He stated the developer's opinion was that 0.8 space per bedroom would provide ample parking. He also stated the shuttle service makes the proposed ratio acceptable. He continued stating that housing for universities was typically provided off-campus and not all on campus. He stated there was no current available on campus housing. He summarized his request and pointed out that office was not being proposed along the highway, and the proposed design provides better urban design. He also discussed the purpose of the green space between the hotel and apartment building in Sub-area 2.

Mr. Bill Dahlstrom, 2323 Ross Ave, Dallas, TX came forward and concurred with Mr. Hand's presentation but also reemphasized that the Comprehensive Plan did support and promoted a mixed-use development. He agreed with Mr. Hand that they listened to the Commission, City Council and UTD and felt they did address all concerns and provided the best proposal. They

would prefer to go with the phasing process as proposed as it was their opinion that it was most logical. He thanked staff for their assistance with the project.

Mr. Hand addressed the phasing portion of the request, specifically a boutique hotel. He stated the phasing was a financing issue. The hotel that was interested in the site required development of a restaurant in conjunction with its own development to ensure that amenity could be provided when they opened for business. Staff's recommendation of phasing would not work for this specific boutique hotel developer. The applicant felt this specific boutique hotel would be an asset for the development and did not want them to lose interest in developing in Richardson stating they would not build prior to construction of the apartments in Sub-area 2. He continued stating they were requesting that the City allow development to begin in Sub-area 1, which was previously proposed in June. In conjunction with this, the applicant would be able to engage the residential developer and commercial developers in Sub-area 2 to ensure both could open at the same time. He stated the hotel cannot be tied to phasing for the apartments in Sub-area 1.

Chairman Marsh asked the applicant if they agreed with the statement provided in Commission's packet regarding phasing: A certificate of occupancy for the multi-family building in Sub-area 2 shall not be issued until a certificate of occupancy for the hotel had been issued.

Mr. Shacklett responded that staff's recommended phasing was the same as the applicant's proposal except for staff's proposal required the hotel to commence vertical construction prior to a C.O. for the Sub-area 1 apartment building. The only phasing requirement the applicant had was stating that Sub-area 1 could be developed, then the hotel would need to be developed and occupied prior to the second multi-family building being occupied. Within the packet, the applicants proposed condition #1 was the same as staff's proposed condition #2.

Mr. Fisher came forward stating the applicant would agree to hotel performance tied to Subarea 2 residential.

Chairman Marsh again stated the applicant's proposed phasing required the hotel to be occupied prior to occupancy of the apartment building in Sub-area 2.

Mr. Fisher stated they would prefer not to tie the hotel to the Sub-area 1 phasing requirements.

Chairman Marsh again requested more clarity on the wording of the phasing requirement and wanted to understand what the applicant presented and what they were agreeable to.

Mr. Hand requested a 5-minute recess so he and his team could discuss the phasing portion of the request.

Chairman Marsh stated he wanted to understand if the applicant proposed the phasing conditions that were in the staff report.

Mr. Shacklett confirmed that Phasing conditions #1 & #2 in the staff report were proposed by the applicant and that the conditions below those conditions in italics were staff's recommendation for phasing.

Commissioner Southard commented that he would like to see some assurances that development would take place after Sub-area 1. He also stated that the development of the Sub-area 2 apartment building and the hotel did not tie back to Sub-area 1 until the requirement by staff is included. The Commission also had concerns related to phasing. They did not want to see Sub-area 1 be completely built and then have Sub-area 2 sit undeveloped.

Mr. Hand responded what the applicant wanted was for Sub-area 1 to be free of development triggers since it had already been approved last June.

Commissioner Southard corrected Mr. Hand stating that Sub-area 1 was not approved in June 2022.

Mr. Hand confirmed that the request was withdrawn, not approved. He asked for a recommendation for approval but also for the Commission to understand the development pressures that are present.

Commissioner Southard reiterated that Sub-area 1 being included in the phasing was necessary to ensure something other than apartments are built.

Commissioner Costantino provided guidance for the conversation the applicant and his team were going to have regarding phasing.

Mr. Hand reiterated what they wanted related to phasing so the hotel could have their amenities built when the hotel opened.

Commissioner LaCour asked for clarity on the boutique hotel partnering with a restaurant amenity.

Mr. Hand responded the boutique hotel would not have a full-service restaurant; therefore, the hotel would be partnering with a restaurant as an amenity for the hotel.

Mr. Chavez asked Chairman Marsh if there were any additional questions prior to the recess.

Chairman Marsh stated he had additional questions. He then asked the applicant to elaborate further on the previously discussed office building located at the north end of the subject property and the hotel on the south end of the property. Would Sub-area 2 on the south end be limited to a hotel only?

Mr. Hand asked staff for confirmation of other allowed uses for the site.

Mr. Shacklett responded other uses were allowed in the PD, per the applicant's request; however, based on the concept plan, the retail uses were included to provide a variety

retail/restaurant/office uses that could locate within the retail areas of the apartment building as well as standalone buildings. Staff's view of the concept plan would be the 4-story hotel is the only use allowed on the hotel site portion of the concept plan. The applicant could not make the decision to change to a retail building.

Mr. Hand responded that based on staff's comments, the concept plan locked in the hotel use.

Mr. Shacklett confirmed Mr. Hand's comments. He further stated the language could be modified so that it provided more clarity. Also, the development would have to be in substantial conformance with the concept plan. The uses were listed because they would be allowed within Sub-area 2 in the retail areas. Staff would not allow for a restaurant to take the hotel site and build a single-story restaurant. Uses listed shall be limited to areas shown on the concept plan.

Mr. Fisher commented the applicant was interested in retaining all their use rights in the district in the event they should have to deviate from the plan. They did not want to be required to come forward with a new zoning request to allow uses other than a hotel if market conditions changed.

Chairman Marsh asked if it would be possible to divide Sub-area 2 into three (3) districts with the northern part of Sub-area 2 limited to apartments, the southern part limited to hotel and retail uses being allowed elsewhere as shown on the concept plan.

Mr. Shacklett responded it was possible to describe areas where certain uses would be allowed or prohibited.

Mr. Chavez clarified the issues related to the hotel being converted to another use. The ancillary uses (office, retail, restaurant) are all within the confines of the buildings as they are shown. They are not standalone. If the applicant comes back in the future stating they want to develop the property as an office use, the use would be allowed, but the applicant would be required to go back through the zoning process in order to amend the concept plan to show the proposed office.

Mr. Shacklett confirmed that staff would require the uses to be limited as shown on the concept plan.

Commissioner Southard stated the phasing requirement had much to do with timing of further development. He appreciated this and would like to see assurances that this was the intent of the applicant.

Mr. Hand said the owner was incentivized to develop the entire property.

Mr. Fisher said there was no harm allowing Sub-area 1 to develop and receive a C.O. immediately, stating it had no impact on Sub-area 2. He also mentioned phasing between uses in Sub-area 2 would be acceptable. He stated the developer of Sub-area 1 would not start development knowing their occupancy was contingent upon another development starting.

Chairman Marsh asked for more detail concerning retail parking. He stated there appeared to be a lack of retail parking.

Mr. Hand responded the strategy for the retail buildings was to provide parking adjacent to the buildings along with on-street parking as well as ground level parking within the parking garage. There would also be sharing opportunities for parking should that be necessary that are located off-site, although no agreement was in place. He stated more parking could be added if the Commission wanted more parking. He explained where the co-working space would be located within the apartment building.

Chairman Marsh asked if the greenspace north of the hotel was codified as a landscaped setback area.

Mr. Shacklett responded not specifically. The only setbacks codified for landscaping and buildings would be along the public streets. He stated the areas would be limited by what is shown on the concept plan.

Mr. Hand clarified that the area may not necessarily be landscaped, but it would be an open space area. Their intent was to provide an open, programmable area.

Commissioner Costantino asked why the hotel and retail development was not located on President George Bush Highway.

Mr. Hand stated the hotel partner asked to be nearer to the UTD campus and the future DART station. He stated this was a better urban design than placing the hotel on the freeway.

Commissioner Costantino asked if there was any concern regarding increased traffic from the highway.

Mr. Hand responded no. The connecting road from President George Bush Highway was already established, and he did not foresee any issues with increased traffic.

Mr. Fisher stated he just wanted to work with the Commission on the phasing requirements.

Chairman Marsh repeated back to the applicant his understanding of what was being requested was a C.O. for apartments in Sub-area 2 that was contingent upon going vertical on the hotel, not the hotel receiving a C.O. as they had originally requested.

Mr. Shacklett confirmed that, during this meeting, the applicant had changed what they were requesting related to phasing from what was in the staff report.

Mr. Hand and Mr. Fisher confirmed they had changed what they were asking for during this meeting's discussion.

Mr. Shacklett asked the applicant to clarify the language in Section 9, #1 & #2, which was not staff's recommendation, was as proposed by the applicant as of Friday, October 14, and now

they were backing off requiring a C.O. for a hotel to only require vertical construction of the hotel prior to issuing a C.O. for the apartments in Sub-area 2. He further confirmed that nothing within Sub-area 1 would be tied to any phasing requirements.

Mr. Hand responded yes.

Mr. Shacklett responded this had changed since the packet was distributed to the Commission.

Chairman Marsh asked if the applicant expected different developers for the different phases of the request.

Mr. Hand responded yes.

Chairman Marsh asked if it was the expectation to separately plat each section of Sub-area 2 into separate lots.

Mr. Hand stated that was a technical question and there were various options related to land subdivision.

Mr. Shacklett responded that staff proposed that Sub-area 2 could be platted into as many four (4) lots. If it was a condominium agreement, it would be platted as one (1) lot, and the City would not be involved.

Mr. Fisher stated that Sub-area 2 may follow very quickly after Sub-area 1, but they cannot be tied together.

Chairman Marsh stated he understood the complexity of the phasing, but there was no guarantee Sub-area 2 would ever be developed.

Mr. Fisher responded the owner's intent was to develop the entire property.

Chairman Marsh reiterated the applicant's proposal had no ties between Sub-area 1 and Sub-area 2.

Mr. Fisher concurred.

Mr. Dahlstrom came forward stating the owner agreed to hold the C.O. for Sub-area 1 residential until the Sub-area 2 residential/mixed use building goes vertical.

Chairman Marsh stated that was not what the Commission was looking for and that condition would just allow even more apartments with no assurances that anything else would be built.

Commissioner Costantino stated the Commission previously recommended approval of Subarea 1 on its own.

Chairman Marsh stated he was concerned with what the Commission thought and what was best for the City.

Mr. Dahlstrom asked for clarification as to what the Commission wanted related to phasing.

Chairman Marsh stated he was trying to understand what the applicant originally proposed, what has now changed, and what they are ultimately agreeable to. He stated he was not trying to negotiate the phasing with the applicant.

Mr. Dahlstrom said they were agreeable to tying the C.O. for Sub-area 1 residential to the vertical construction of Sub-area 2 residential and retail.

Chairman Marsh stated he wants to see the hotel and retail come after the Sub-area 1 residential and was looking at tying phasing to the Sub-area 1 residential and hotel. He stated his goal was to see the mixed-use pedestrian friendly amenities be provided.

Commission LaCour concurred with Chairman Marsh.

Vice Chairman Springs said he was not comfortable deliberating prior to the opening of the public hearing. He stated the public hearing should begin and then the Commission should deliberate.

Mr. Hand stated it was time to take a recess to discuss internally.

Chairman Marsh asked for clarification regarding what defined a limited-service hotel.

Mr. Shacklett stated the difference between limited and full service was a full service provided full meal service (3 meals a day) and a minimum 2,000 square feet of meeting space. Mr. Shacklett explained the term "boutique hotel" was not a City zoning term but rather a market term, and a boutique hotel could be either limited service or full service.

Chairman Marsh called for a 10-minute recess for the applicant and their representatives to confer prior to reconvening at 9:01 p.m.

Chairman Marsh called the meeting back to order at 9:01 p.m. and asked the applicant to come forward to discuss any new proposals.

Mr. Hand stated it was not typical to put third party burdens on developers in the Dallas area. He stated they were requesting a recommendation for approval that allows Sub-area 1 to develop without a requirement for any development in Sub-area 2. He stated they would then go work with the development community on Sub-area 2. He did not want to force a hotel to develop and become a hotel that the community did not want. He stated they were open to tying development together within Sub-area 2, but Sub-area 1 cannot be included. He also stated it was possible that all development could be complete within two (2) years.

Chairman Marsh asked what phasing requirements were proposed in Sub-area 2.

Mr. Hand stated they prefer no phasing requirements, and the hotel needed to have the restaurant open in the apartment building prior to the opening of the hotel. He stated they just do not want Sub-area 1 tied to Sub-area 2 regarding phasing.

Chairman Marsh clarified the applicant was not opposed to phasing requirements within Subarea 2 if they were not tied to Sub-area 1.

Mr. Hand responded they were not opposed, although they prefer no phasing requirements.

With no further questions for the applicant, Chairman Marsh opened the public hearing and asked if there was anyone that wanted to speak in favor of the request.

The following individuals came forward to speak in favor to the request:

- Daniel Yahalom, 2200 Waterview Parkway, Richardson, TX
- Nathaniel Adam, 2200 Waterview Parkway, Richardson, TX
- Griffin Davis, 2600 Waterview Parkway, Richardson, TX
- Chandu Garapaty, 2800 Waterview Parkway, Richardson, TX
- Devan Bailey, 2600 Waterview Parkway, Richardson, TX
- Mr. Brian Huth, 8900 W. President George Bush Highway, Dallas, TX

With no other speakers in favor or in opposition to the request, Chairman Marsh invited the applicant back to the podium.

Mr. Hand thanked the speakers and requested a recommendation for approval of the request.

Commissioner Costantino asked Mr. Shacklett if he presented the staff's phasing recommendation to the applicant prior to this meeting.

Mr. Shacklett responded yes, and he stated the phasing conditions in the staff report were provided by the applicant. He stated he informed the applicant that a requirement prohibiting issuance of a C.O. for the apartments in Sub-area 1 prior to commencement of some level of non-residential construction in Sub-area 2 would be expected. He explained what the applicant proposed versus what the staff recommended related to phasing.

Chairman Marsh stated the Commission was in favor of the previous request, but that many wanted to see the master plan for the entire 13-acre site and that was reiterated by City Council. He continued stating he appreciated the reduction in the building height and that he liked the neighborhood being created along with the open space being provided between the uses. He stated he would have liked to see a larger mix of uses, but the overall character was improved from previous requests. He continued that phasing was important so that more than just apartment buildings were developed. He stated he was not opposed to the reduced parking ratio within Sub-area 1.

Chairman Marsh also stated he was not in favor of restricting the hotel site to only a hotel, especially if there is a different use allowed by the PD that would work on that part of the site. He wanted to allow flexibility since market conditions could change where a hotel may no longer be as viable. He stated he wanted to include language to prohibit apartments on the hotel site and retail sites. He stated the open space north of the hotel would need to be retained too. He finished his comments stating phasing was necessary.

Commissioner Costantino stated he understood the applicant's concern regarding phasing. He stated he was not sure how the phasing should be codified.

Chairman Marsh stated staff's recommendation was to ensure that some other development commences other than apartments. He stated he was not opposed to allowing Sub-area 1 to move forward, but the hotel site of Sub-area 2 needed to be the next phase, prior to the apartments in Sub-area 2.

Vice Chairman Springs stated that apartments were a good use adjacent to a university. He also stated the City should not implement phasing requirements that tie third party developments together. He stated he was not opposed to allowing all the apartments to be developed at once. He was also not opposed to alternate uses on the hotel site. He stated phasing should not be included. He stated he has been in favor of each iteration of the project on this property, and the proposals had gotten better each time.

Commissioner Costantino stated any restrictions that are recommended by the Commission would likely not be changed by the Council. He stated he does not think phasing requirements were necessary.

Chairman Marsh asked staff if Council could modify the Commission's recommendation related to phasing or any other requirements.

Mr. Shacklett responded the Council could do so.

Chairman Marsh discussed making a motion to recommend approval as presented with the removal of phasing requirements related to Sub-area 1.

Mr. Shacklett asked for clarification regarding the requested motion.

Chairman Marsh clarified that his intent was to prohibit issuance of a C.O. for the apartments in Sub-area 2 until the C.O. was issued for the hotel site, stating that other uses would be allowed where the hotel was shown if allowed in the PD.

Mr. Hand stated he was agreeable to the proposed recommendation.

Mr. Shacklett asked to clarify that Chairman Marsh's intention was to require whatever was built on the hotel site to acquire their C.O. prior to the apartments in Sub-area 2 acquiring a C.O. He also clarified the apartments in Sub-area 1 would not be tied to any required phasing.

Chairman Marsh responded yes and that both the hotel and apartments in Sub-area 2 could be built at the same time.

Mr. Shacklett commented that the phasing condition related to the standalone retail buildings should be removed.

Chairman Marsh concurred and also stated he wanted to include a condition prohibiting apartments on the hotel site or on retail sites.

Mr. Shacklett stated the conditions could be modified to limit apartments to the 5-story apartment building as shown on Exhibit "B".

Mr. Hand asked Mr. Shacklett if changes could be made administratively to allow a change to another permitted use on the hotel site.

Mr. Shacklett stated since the concept plan limits the site to a hotel, then staff would not typically allow a different use unless otherwise stated in the conditions.

Chairman Marsh stated he did not want to limit the site to a hotel. He stated he would not be opposed to other non-residential uses on the site though.

Mr. Shacklett confirmed the number of apartment units are already capped.

Mr. Fisher stated a different use may not be as large as a hotel so it could be approved administratively if parking was provided.

Mr. Chavez stated the issue with a different use is that the TIA was based on specific uses, such as a hotel, and newer uses would generate a different amount of traffic.

Commissioner Costantino asked if this could be dealt with in the future if the need arises.

Mr. Dahlstrom stated if the new use generates less traffic than a hotel, then the change could be allowed administratively. If the new use generated more traffic, then a new zoning request may be necessary.

Mr. Chavez stated that there may be other site changes that could be necessary depending on the new traffic generation.

Mr. Fisher asked if a new TIA could be required through this zoning request for any new development that is different than a hotel or generates more traffic.

Mr. Shacklett stated that a condition could be added stating that an updated TIA would be required if the hotel site developed as something other than a hotel and shall be allowed if the traffic was less. However, there would still be a question of what to do if the new traffic generated was more than the hotel.

Chairman Marsh asked if the question was related to whether the change required zoning approval or if it could be approved administratively.

Mr. Shacklett confirmed that was the question related to this discussion.

Commissioner Costantino stated this issue does not be resolved at this time and could be discussed later.

Mr. Shacklett stated if the Commission wanted to allow flexibility, these conditions needed to be addressed. He reiterated that unless the Commission allowed other uses on the hotel site, staff would interpret the concept plan to limit that portion of the site to a hotel. He stated the condition was necessary to avoid future confusion regarding what was allowed. He continued by stating TIA requirements could be included.

Mr. Hand asked if the requirement could include a certain range of traffic above the existing TIA to be approved administratively.

Mr. Shacklett responded no.

Chairman Marsh stated his concern was making sure apartments could not be built on the hotel site. He stated he did not want to allow all changes administratively.

Mr. Shacklett clarified Chairman Marsh's motion was to recommend approval as presented with the following amendments:

- The addition of a condition limiting apartments in Sub-area 2 to the apartment building as shown on the concept plan;
- Allow other allowed uses within Sub-area 2 on the hotel site pending review of an updated TIA showing that traffic is not increased or else it must come back to Commission and Council for an amendment to the PD;
- Modify the phasing requirements to only require issuance of a C.O. for a building on the hotel site prior to the issuance of a C.O. for the apartment building in Sub-area 2.

Motion: Chairman Marsh made a motion to close the public hearing and recommend approval of Zoning File 22-11 Planned Development – Waterview Mixed-Use as presented with amendments as stated above. Seconded by Vice Chairman Springs. Motion Passed 5-0.



STAFF REPORT

TO: City Council

THROUGH: Sam Chavez, AICP, Director of Development Services *SDC*

FROM: Chris Shacklett, AICP, Assistant Director of Development Services-Planning *CS*

DATE: December 12, 2022

RE: Zoning File 22-11: PD Planned Development –Waterview Mixed Use

REQUEST

A request for approval of a zoning change on 13.03 acres located between Waterview Parkway and President George Bush Highway, east of Frankford Road from TO-M Technical Office District and PD Planned Development District to PD Planned Development District to allow development of up to 511 apartment and live/work units, a limited-service hotel and up to 19,000 square feet of retail space. (See property owner's statement and letter for further explanation).

APPLICANT/PROPERTY OWNER

Maxwell Fisher, ZoneDev / Mehrdad Mazaheri, George Bush Highway Investment LLC & Affordable Space Rental 2018, LLC.

EXISTING DEVELOPMENT

The subject 13.03-acre site is undeveloped.

ADJACENT ROADWAYS

President George Bush Turnpike: Freeway with a variable width right-of-way, 130,000 vehicles per day, east and westbound west of US-75 (2021).

Waterview Parkway: 6-lane divided Arterial, 23,000 vehicles per day, north and southbound, south of PGBT (2021).

Frankford Road: 4-lane divided Arterial; no traffic counts available.

SURROUNDING LAND USE AND ZONING

North: Office / TO-M Technical Office & City of Plano

South: Office / TO-M Technical Office **East:** Office / TO-M Technical Office

West: Car Dealership (City of Dallas) / Regional Retail

FUTURE LAND USE PLAN

Regional Employment:

Regional Employment districts are generally located along Richardson's highways north of Arapaho Road. Higher density development is appropriate, with the primary use being high-rise office. Secondary uses include retail centers and entertainment venues.

Future Land Uses of Surrounding Area:

North: Regional Employment and City of Plano

South: Regional Employment East: Regional Employment

West: City of Dallas; Regional Retail

EXISTING ZONING

TO-M Technical Office (Ordinance Number 3128) & PD Planned Development (Ordinance Number 4258)

PREVIOUS ZONING REQUESTS

A request was heard by the City Plan Commission in October 2020 for a 16-story apartment building (twelve (12) stories of apartments atop a 4-story parking garage) with 272 units, accommodating 868 beds on the portion of the subject property along Waterview Parkway. The Commission also heard a request for approval of a 5-story apartment building with 242 units to accommodate 800 beds located on the northern section of the subject property. Both projects were submitted by the same property owner for two (2) individual student housing projects.

Both cases were continued by the City Plan Commission to allow the owner additional time to address the Commission's concerns including, but not limited to, reduced parking ratios, building height, apartment leasing restrictions (students vs. public), proximity to the campus, traffic and safety of students walking to and from campus. There were discussions related whether there was a need for additional student housing for UT-Dallas in addition to what they had planned on campus and at the campus adjacent UTD Northside development. The Commission stated they wanted to review the 2018 UTD Campus Master Plan Update.

The request for the 16-story tower was never brought back to the Commission, and the request was ultimately withdrawn by the owner. The request for the 5-story project was brought back before the Commission in November 2020, and the Commission recommended approval of the request; however, in December 2020, the City Council unanimously denied the request stating many of the concerns listed above.

In September 2021, a second request, to allow a 12-story tower (eight (8) stories of apartments atop a 4-story parking garage) with 195 units, accommodating 526 beds, located along Waterview Parkway was brought before the City Plan Commission. The Commission recommended denial of the request. The applicant appealed the recommendation to the City Council, and the City Council denied the request on September 27, 2021.

In May 2022, a third request was presented to the City Plan Commission. The applicant requested approval for a 5-story, 171-unit apartment building, accommodating up to 529 beds, located on the western 3.9-acre portion of the subject property. The Commission recommended approval of the request. In June 2022, the City Council stated concerns regarding the inability to be able to vote on a master plan for the entire 13.03-acre site, including how the development on the remainder of the 13.03-acre site would be phased. The applicant could not present a master plan for the entire site due the required 1-year waiting period imposed on the 4-acre property along Waterview Parkway because of the September 2021 City Council denial. In July 2022, the applicant withdrew their request and stated they would resubmit in October 2022 when the 1-year waiting period expired.

This zoning change request includes a concept plan for the entirety of the 13.03 acres that was discussed during the previous zoning request, including a section in the PD conditions related to phasing requirements. The applicant is requesting the 171-unit apartment building be allowed to be constructed and receive a certificate of occupancy prior to the development of the hotel, retail or second apartment development. Staff recommends that a certificate of occupancy not be allowed for the 171-unit apartment building until vertical construction of the hotel has commenced. The attached PD conditions (Exhibit A) provides the specific verbiage proposed by the applicant and staff.

INFRASTRUCTURE/TRAFFIC

Utilities

The proposed request will not have an impact on existing utilities in the area.

Traffic

A Traffic Impact Analysis (TIA) was conducted by BGE, Inc., a traffic engineering firm hired by the applicant to analyze the potential traffic impacts of the proposed development on the 13.03-acre site. The proposed development includes a 5-story building with structured parking with 171 units containing 529 beds (purpose-built student housing), a 5-story mixed-use building containing 340 apartment and live/work units and 8,000 square feet of retail, two (2) standalone retail buildings totaling 10,100 square feet, and a 4-story, 110-room limited-service hotel.

This study analyzed traffic impacts of the proposed mixed-used development set to open in 2026. Traffic generated by the proposed development was projected, and nearby major intersections were analyzed for traffic operations in the 2026 background and 2026 background plus site conditions. According to the applicant, the proposed development will add 276 vehicular trips in the AM peak hour (90 inbound and 186 outbound), 376 vehicular trips in the PM peak hour (217 inbound and 159 outbound), and 4,964 total vehicular trips per weekday to the roadway network. The projected trips include a 5% reduction due to the proximity to the future DART "Silver Line" UTD Station as well as a 15% reduction due to the provision of a shuttle service by the developer for the proposed development. The 15% reduction is only applied to the traffic caused by 171 units within Sub-area 1 since the shuttle is only required for that portion of the development. Additionally, an internal trip capture study was done conducted. The study reflects a 5-10% reduction, depending on the origin and destination of those trips. (Note: Internal trips reflect the amount of generated traffic that travel between the multiple uses in a proposed development. The reduction is expected because those trips would likely not require use of a vehicle.)

According to the applicant's statement, a privately contracted shuttle service will be provided to provide transportation to and from the 171-unit development in Sub-area 1 to the UTD campus during the following days and times:

(A minimum of one (1) shuttle will run when school is in session):

- The shuttle will run on a continuous loop at approximately 20-to-25-minute intervals Monday through Friday from 8:00am to 10:00am, and 3:00pm to 5:00pm.
- The shuttle will run hourly during non-peak times of Monday through Friday 10AM-3PM, and 5-9PM.
- The shuttle will run as needed on weekends when school is in session.

The capacity analysis indicates that the Level of Service (LOS) is minimally reduced with the addition of the proposed site traffic. The City of Richardson requires that any development that provides 5% or more of the total traffic to a failing LOS intersection to provide improvements to bring the roadway or intersection to an improved LOS.

The only "intersection" where this was applicable is the intersection of Waterview Parkway at Driveway 2 (the second driveway west of the railroad – see attached Aerial Map with numbered driveways along Waterview Parkway) which already operates at a failing LOS "F".

The site traffic contributes 5.0% of total traffic experienced at that intersection; however, since the installation of a future traffic signal was already under consideration along this portion of Waterview Parkway (at either Driveway #2 or Driveway #3) prior to the completion of this report and because the intersection currently operates at LOS "F", the signal would not be required to be constructed with this development.

Transportation and Mobility staff conclude that the TIA:

- An addition of a traffic signal at Driveway 2 will be necessary in the future when Rutford Avenue from the south connects to Waterview Parkway after development of the property across Waterview Parkway from the subject property.
- Assumed the majority of vehicle trips from the development in Sub-area 1 to the UTD campus; considering the cost of parking on-campus, would occur using alternate modes of travel including walking, biking, and transit/shuttle.
- Traffic impacts to the roadway network and intersections are highly dependent on the assumed travel mode share; and
- Any deviations from the assumed travel mode share will increase the expected delays at the key intersections in the area.

STAFF COMMENTS

Background:

The subject property was zoned TO-M Technical Office in 1997 with the adoption of Ordinance Number 3128 that included more than 233 acres flanking both sides of Waterview Parkway, on the south side of President George Bush Turnpike. In 2018, the western 3.1-acre portion of the subject property was rezoned to PD Planned Development to allow for the development of two (2) 4-story hotels. Development plans were approved in 2019 for one (1) of the hotels; however, the site has never developed.

UTD Campus Master Plan:

The two (2) zoning cases submitted in 2020 were continued at the October 20, 2020, City Plan Commission meeting to allow the applicant the opportunity to discuss the proposed development with the University of Texas at Dallas (UTD). That meeting was conducted during the first week of November 2020 and provided information related to UTD's growth projections and future development plans (see attached UTD's Campus Master Plan Update 2018).

- 2018 enrollment numbers are found on Page 7 which reflect pre-COVID impacts, as well as projected enrollment data for the years 2019 through 2030. The projected enrollment data will more than likely be impacted due to COVID.
- Existing on-campus student housing numbers and additional on-campus housing needs for UTD's projected student enrollment are found on Page 9. A total of 6,094 on-campus beds are currently provided, while the projected total number of beds to accommodate UTD's projected 2030 enrollment is 7,618 beds, leaving a deficit of 1,524 beds. Currently campusadjacent housing (Northside) provides a total of 2,446 beds. In total, the number of oncampus and campus-adjacent beds would total 8,540 beds.
- In addition to the total 8,540 beds to be provided on-campus and campus-adjacent, the 20.8-acre vacant property to the north of Northside (on the north side of the DART Silver Line) has entitlements to construct up to an additional 1,092 residential units. The remaining units could accommodate up to 2,922 additional beds, which would result in a total of 11,462 beds that would either be on-campus or campus adjacent.
- Both on-campus and campus-adjacent units are currently at or very near full occupancy. However, the University is planning to redevelop some of the older on-campus, garden style apartments with a denser development type that will add up to 1,000 additional on-campus beds. Additionally, the University's model intentionally does not include a provision for enough on-campus housing for the entire demand since their housing is leased in 9-month terms instead of 12-month terms. Therefore, additional campus-adjacent housing as well as other apartment units in the area that have direct access to the DART route serving the campus currently meet the additional demand for the University.

Request:

The request is to rezone the subject 13.03-acre site from TO-M Technical Office and PD Planned Development to PD Planned Development with a concept plan, building elevations, and character images to accommodate the following development within two (2) distinct sub-areas as shown on the Concept Plan (Exhibit "B"):

Sub-area 1 (3.89 acres):

• 5-story, 171-unit apartment building with 529 beds (purpose-built student housing style apartment building).

Sub-area 2 (9.13 acres):

- 5-story, 340-unit apartment building (includes five (5) live/work units) with 8,000 square feet of ground floor retail and 5,000 square feet of co-working space.
- Two (2), single-story retail buildings totaling 10,100 square feet.
- 4-story, 110-room limited-service hotel.

The proposed 171-unit development within Sub-area 1 is intended to house students; <u>however, the development is not associated with UTD</u>, and therefore units could be leased to non-students. The remainder of the development will be developed as a traditional mixed-use development.

The appropriate zoning mechanism is a PD Planned Development which allows unique regulations to create development standards that are unique and only applicable to the proposed development.

A general description of the proposed development and its development standards are provided following the "Considerations" heading below. However, staff's review also includes a variety of factors such as compliance with the Comprehensive Plan/Future Land Use Plan, land use compatibility and design standards which are discussed below.

Considerations:

• Future Land Use Plan and Land Uses: The subject property is designated as "Regional Employment" on the City's 2009 Future Land Use Plan. This designation includes higher density development with the primary uses being high-rise offices and secondary uses being retail centers and entertainment venues. Although apartments are not listed as a compatible use within a Regional Employment area, the proposed development also includes retail uses which are consistent with this land use designation. Although hotels are not listed as a use within the land use designation, it is a use typically allowed in areas designated Regional Employment. The addition of residential uses within a mixed-use development, which includes retail and a hotel, may be compatible within the larger area that already includes office development.

Existing Land Uses: The site is flanked on the all sides by property zoned TO-M Technical Office, which are developed as a surgery center to the north and a rehabilitation hospital to the south, and two (2) office buildings to the east with a combined square footage of 315,184 square feet. The property to the west is in the City of Dallas and developed as a Ford automobile dealership.

To the south across Waterview Parkway are two (2) properties zoned TO-M Technical Office and PD Planned Development. The property zoned TO-M Technical Office is developed with a 210,000-square foot office building and the property zoned PD Planned Development is undeveloped but is part of the UTD Dallas TOD PD designated for future development of residential, office, hotels, an event center, and the future DART "Silver Line" UTD Station.

<u>Proximity to Fire Station #3:</u> Development of the subject property as shown on the Concept Plan could create a situation where emergency service response times could be delayed from Fire Station #3, which is located at Custer Parkway and Lookout Drive. Delays are possible due to the distance between the subject property and Fire Station #3 coupled with indirect routes between the subject property and Fire Station #3.

Proximity to UTD Campus: Under existing conditions, a discontinuous sidewalk flanking the railroad crossing is located south of the Frankford Road and Waterview Parkway intersection. When travelling along this route, the site is located approximately ¾ mile (walking distance) from the north end of the campus. Once the DART "Silver Line" UTD Station is operational, the proposed development will still be located over ½ mile (walking distance) from the north end of the campus. Furthermore, there is currently no signal or crosswalk across Waterview Parkway in line with the DART parking area.

For comparison purposes, the northern most multi-family building of the Northside at UTD development (Phase 4) is located just over ¼ mile (walking distance) from the north end of the UTD campus.

<u>Future Development Rights for Adjacent Properties:</u> With previous requests on the subject property, if the subject property were rezoned to PD Planned Development for the A-950-M Apartment District, adjacent properties would have been subject to the increased setback and screening requirements for any future development or redevelopment on those adjacent properties. However, since the proposed development will be a mixed-use development and will not utilize a base zoning district of A-950-M Apartment, the increased setback and screening requirements for adjacent properties would no longer be applicable.

General Description of Proposed Development (Exhibit "B")

The proposed development is comprised of two (2) "sub-areas" that will allow specific uses and contain specific development standards. The following is a brief description of the allowable development within each sub-area:

Sub-area 1:

- 5-story, 171-unit apartment building, with a 5-level parking garage.
- A total of 451 parking spaces (409 parking garage spaces and 42 surface parking spaces) with access to Frankford Road, Waterview Parkway and President George Bush Turnpike.
- Landscape buffer along small portion of Frankford Road frontage.
- Two (2) interior courtyard amenity areas. The following amenities will be provided including, but not limited to, a minimum 1,200-square foot playground area, a minimum 400-square foot clubhouse/gameroom/multi-

purpose room, business center, study lounge, swimming pool, outdoor kitchen, and a minimum 1,000-square foot dog park area.

Sub-area 2:

- 5-story, 340-unit apartment building (includes minimum of five (5) live/work units) with 8,000 square feet of ground floor retail.
- Two (2), single-story retail buildings totaling 10,100 square feet.
- 4-story, 110-room limited-service hotel.
- A total of 695 parking spaces (475 parking garage spaces and 220 surface parking spaces) with access to Frankford Road, Waterview Parkway and President George Bush Turnpike.
- Minimum 40-foot-wide landscape buffers along Waterview Parkway and President George Bush Turnpike.
- Amenity areas within the apartment building to include a minimum 400-square foot fitness center, swimming pool and two (2) additional outdoor amenity courtyard areas.
- Amenity area within the hotel development to include a fitness center, a business center, and bicycle racks.
- Areas of flush pavement between the hotel and multi-family building and between the restaurant pad sites and multi-family building to create a more connected pedestrian realm between these portions of the development.

Building – The proposed apartment building facades in Sub-area 1 would be clad with a mix of brick, stucco, metal panels and fiber cement siding. The parking garage, which is visible on the north and south elevations, would be constructed of painted pre-cast concrete; a brick veneer would be utilized on a portion of the concrete spandrels while stucco is utilized on the ground floor of the garage. Perforated metal panels would be utilized above the spandrels to provide additional screening of the interior of the garage. Vehicular access to the parking garage is provided on the north and south sides of the building.

The applicant has not provided building elevation plans for the buildings within Sub-area 2; however, the applicant has provided reference imagery that provides a guide for the design of the buildings, which include the mixed-use apartment building, restaurant pad buildings and hotel building. Since these buildings are not proposed as part of the initial phase of construction, the elevations have not yet been fully designed; however, the reference imagery would be approved as part of the ordinance, and future development would be required to be consistent with the imagery.

<u>Landscape Buffer</u> – A 30-foot-wide landscape buffer along Frankford Road (the site has approximately fifteen (15) feet of frontage along Frankford Road) will be provided, and the sidewalk will be connected between the Ford dealership to the north and the rehabilitation hospital to the south. Additionally, minimum 40-foot-wide landscape buffers will be provided along Waterview Parkway and President George Bush Turnpike, which are consistent with the adjacent developments.

Proposed Development Standards

The following table details the proposed development standards for each of the two (2) sub-areas, including, but not limited to, uses, building regulations, height, setback and coverage requirements,

parking, landscaping, open space, and phasing. The attached PD conditions provide a full list of the requirements for each of the two (2) sub-areas.

	<u>Sub-area #1</u>	Sub-area #2	
Tract Size	3.89 acres	9.13 acres	
Allowed Uses	Apartments	Various uses including apartments,	
		retail, restaurant, office, hotel, and	
		other uses typically allowed in	
		Local Retail and Commercial	
		zoning districts.	
Max. Number of Units	171 apartments	335 apartments / 5 live-work units	
Min. Unit Size	1-BR Unit: 450 s.f.	1-BR Unit: 550 s.f.	
	2-BR Unit: 750 s.f.	2-BR Unit: 850 s.f.	
	4-BR Unit: 1,315 s.f.	Larger units prohibited	
	orthside development are consistent w		
	loper within Sub-area 1 has previously		
	s purpose-built student housing whe	re each individual room is leased	
separately.			
g 1 2 m			
	s for newer multi-family developmen		
	s) are consistent with the proposed mi		
Maximum Building Height	5 stories / 68 feet	5 stories / 68 feet	
	ith the surrounding office buildings in	the area, which range from two (2)	
stories (40-feet-tall) to five (5) storie			
Minimum Lot Area	No minimum	No minimum	
	ricts that typically require a minimum l	ot area. The purpose of the proposed	
condition is to provide clarity.			
Minimum Lot Width	No minimum	No minimum	
-	ricts that typically require a minimum l	ot width. The purpose of the proposed	
condition is to provide clarity.	XY	XY	
Minimum Lot Depth	No minimum	No minimum	
	cicts that typically require a minimum l	of depth. The purpose of the proposed	
condition is to provide clarity.	650/	CO0/	
Maximum Lot Coverage	65%	60%	
	ricts that typically require a minimum l		
	ble floor area ratio (ratio of allowable	e building square footage to building	
area). The purpose of the proposed of Maximum Floor Area Ratio	No maximum	Na manimum	
		No maximum	
	rea ratio for the surrounding property		
	proposed development is approximated		
	ecessary unit yield and is typical of hig allowable F.A.R., the development in		
· ·	tment units, hotel rooms and retail spa	•	
Apartment Density	44 units per acre	65 units per acre	
	these developments is similar to o		
	gned with densities of over 30 units per		
Front Setback	Min. 50 feet along Frankford Road	Minimum 100 feet along	
FIGHT SCHACK	wini. 50 feet along Frankfold Road	Waterview Parkway & PGBT	
The proposed perimeter sethacks are	l consistent with the adjacent developn		
The proposed perimeter selbacks are	сонывет жин те аајасет аечеюрт	iems atong these street fromtages.	
Side Setback	No setback required	No setback required	
	nature, interior setback requirements		
City Building Code would require.	manne, uncreor serouch requirements	are not necessary beyond what the	
on, Dimang Code Would require.			

	Sub-area #1	Sub-area #2		
Rear Setback	No setback required	No setback required		
Due to the development's mixed-use	nature, interior setback requirement.	s are not necessary beyond what the		
City Building Code would require.				
Required Parking (Apartments)	0.8 parking space per bedroom	1.5 parking spaces per unit		
See section below discussing the pro	posed parking ratios for each apartme	ent building.		
Required Parking (Live-Work)	N/A	2 parking spaces per unit		
This is the typical parking requireme	This is the typical parking requirement for live-work units within other PD districts.			
Required Parking (Hotel)	N/A	1 parking space per room		
This is the typical parking requireme	This is the typical parking requirement for limited-service hotels.			
Required Parking (Other) N/A 1 parking space per 200 s.f.				
The City requires varied parking rati	The City requires varied parking ratios for retail uses, which are based on the individual use. Restaurants require			
parking at a ratio of one (1) space p	parking at a ratio of one (1) space per 100 s.f.; office uses at a ratio of one (1) space per 250 s.f.; retail uses at			
a ratio of one (1) space per 333 s.f. The applicant is requesting a standard ratio of one (1) space per 200 s.f. to				
allow flexibility for future changes in	uses related to required parking.			
Required Bicycle Parking	Min. 75 spaces	Min. 45 spaces		
(Apartments)				
Although the City does not have specific bicycle parking requirements, a minimum of 0.1 bicycle parking spaces				
	are being provided, which is consistent with City bicycle parking best practices.			
Required Bicycle Parking	N/A	Min. 5 spaces		
(Hotel)				

The following section provides additional discussion regarding parking, recreational/amenity areas, perimeter fencing and lot configuration requirements.

1. Parking Ratios (Parking per Bedroom)

<u>Sub-area 1</u>: The applicant is requesting to provide parking on a per bedroom basis (0.8 parking space per bedroom) for the apartments in Sub-area 1. The Concept Plan (Exhibit "B") demonstrates that 451 parking spaces will be provided. This reflects a parking ratio of 2.64 parking spaces per unit and approximately 0.85 parking space per bed.

Although the applicant has stated they expect many students to walk or bike to campus, or that some students may not own a vehicle, staff suggests the parking ratio should be increased to one (1) parking space per bedroom. The proposed parking ratio of 0.8 parking space per bedroom is consistent with the ratio approved for Phases 2, 3, and 4 of the Northside at UTD development. However, staff suggests a proposed parking ratio of one (1) parking space per bedroom since the proposed development is off-campus and not campus-adjacent like the Northside at UTD developments. If a ratio of one (1) parking space per bedroom were required, an additional seventy-eight (78) parking spaces for a total of 529 parking spaces would be necessary or the number of proposed units and/or bedrooms would need to be reduced.

<u>Sub-area 2</u>: The applicant is requesting to provide parking on a per bedroom basis for the apartment development in Sub-area 2 also. The applicant is proposing to provide one (1) parking space per bedroom for the apartments in Sub-area 2. Similar apartment developments such as the Galatyn area apartments and Palisades apartments have been approved to utilize a ratio of one (1) parking space per bedroom. Other similar apartment developments, such as CityLine, require parking at 1.5 parking spaces per unit. The proposed apartment development in Sub-area 2 provides approximately 1.4 spaces per unit.

2. Minimum Recreational Areas and Amenity Points

The A-950-M Apartment District requires the provision of indoor or outdoor recreational areas or a playground to the meet the needs of the residents. In addition, the development must achieve a minimum of seventy (70) amenity points through the provision of a clubhouse/game room/multi-purpose room, recreational equipment, sports court, fitness center, swimming pool, jogging trail, and usable open space. However, the proposed development is not utilizing a base A-950-M Apartment zoning district; therefore, the applicant has provided a list of the minimum required amenities for each apartment building and the hotel.

Within Sub-area 1, the apartment development is intended to house students; however, the applicant is proposing to provide a playground in case any of the residents have children. The applicant also intends to provide a minimum 400-square foot fitness center, a minimum 400-square foot clubhouse/gameroom/multi-purpose room, business center, study lounge, swimming pool, outdoor kitchen, and a minimum 1,000-square foot dog park area.

Within Sub-area 2, the apartment development will provide a minimum 400-square foot fitness center, swimming pool, and two (2) additional outdoor amenity courtyard areas. These courtyard areas may include outdoor seating, grills, fire pits, water features, outdoor games, and landscape areas. The apartment development will also provide a minimum 5,000-square foot co-working space. The hotel development will provide an on-site fitness center, business center and bicycle racks. Amenities may also be shared between the hotel and apartment building, but that is not a requirement of the proposed PD conditions.

The ground floor retail within the apartment building and the two (2) retail pad sites will also provide retail and dining amenities for the development as well as surrounding neighbors.

3. Eliminate the Required Perimeter Fencing

The A-950-M Apartment District requires the development to be enclosed by a perimeter fence. Although the A-950-M Apartment District will not be the base zoning district of the PD, staff has included a condition stating a perimeter fence will not be required for clarity. The required perimeter fence has long been dispensed with as new multi-family development is being designed to be pedestrian friendly and urban in nature. Many of the newly approved PD Planned Developments that allow apartments are void of this requirement.

4. Lot Configuration

The City's Subdivision regulations prohibits lots to be platted without frontage on a public or private street or in a flag lot configuration. The western portion of the property is already platted as a lot with a narrow frontage along Frankford Road and the lot to the east is platted without frontage on a public or private street (Ordinance 4258 allowed platting of these two (2) lots in this configuration). Since the proposed development would combine these two (2) lots along with a portion of a third lot to the east, staff has included a condition to allow a lot to be platted with a minimum of fifteen (15) feet of frontage on Frankford Road

to avoid uncertainty regarding the allowable lot configuration at the time of development plan review and approval.

Additionally, the two (2) standalone retail building shown as Buildings R-3 and R-4 on the Concept Plan (Exhibit B) may be platted separately from the apartment building in Subarea 2. If this were to occur, the lots containing Buildings R-3 and R-4 would not have frontage on a public street. Therefore, the applicant is requesting to allow the lots to be platted without public street frontage, provided that the lots are directly adjacent to a mutual access easement providing access to a public street. A fire lane and mutual access easement runs along the west side of the two (2) buildings; therefore, access would be provided through an access easement to public streets.

Conclusion

Although the applicant has addressed some concerns related to previous zoning requests for the subject property, the following factors should be considered regarding the appropriateness of the proposed development at this location. These factors include:

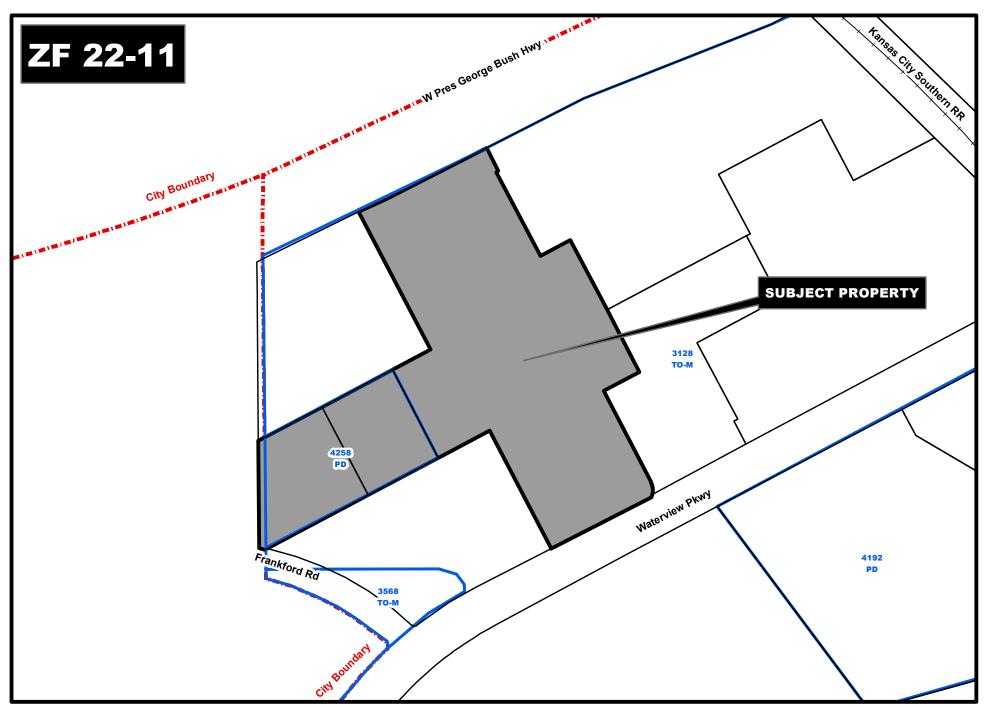
- Inconsistency with the Comprehensive Plan. The Comprehensive Plan recommends a variety of uses for the subject property and surrounding area, none of which are residential in any form; however, retail and hotel uses would be compatible with the Regional Employment land use designation.
- Phasing Requirements. The applicant has requested that the 171-unit apartment building located is Sub-area 1 be allowed to be constructed and occupied without a requirement for any other development to occur within the 13.03-acre site. During the previous zoning request, concerns were discussed regarding the ability to vote on a master plan for the entire site. Additionally, there was discussion regarding what, if any, non-residential development would be required to be built along with the apartments. Therefore, staff is recommending that the 171-unit apartment shall not receive a certificate of occupancy until vertical construction of the hotel has commenced.
- Proximity to Fire Station #3 could create a situation where emergency service response times could be delayed from Fire Station #3, which is located at Custer Parkway and Lookout Drive. Delays are possible due to the distance between the subject property and Fire Station #3 coupled with indirect routes between the subject property and Fire Station #3.
- Disconnected pedestrian connection to campus and related pedestrian safety concerns related to the proximity of the subject property to the UTD is such that this project should not be considered campus adjacent student housing, specifically related to the purposebuilt student housing in Sub-area 1.

Correspondence: Ten (10) CPC speaker cards in support and one (1) letter in support of the request have been received.

Motion: On October 18, 2022, the City Plan Commission recommended approval of the applicant's request by a vote of 5-0. The conditions within Exhibit "A" have been

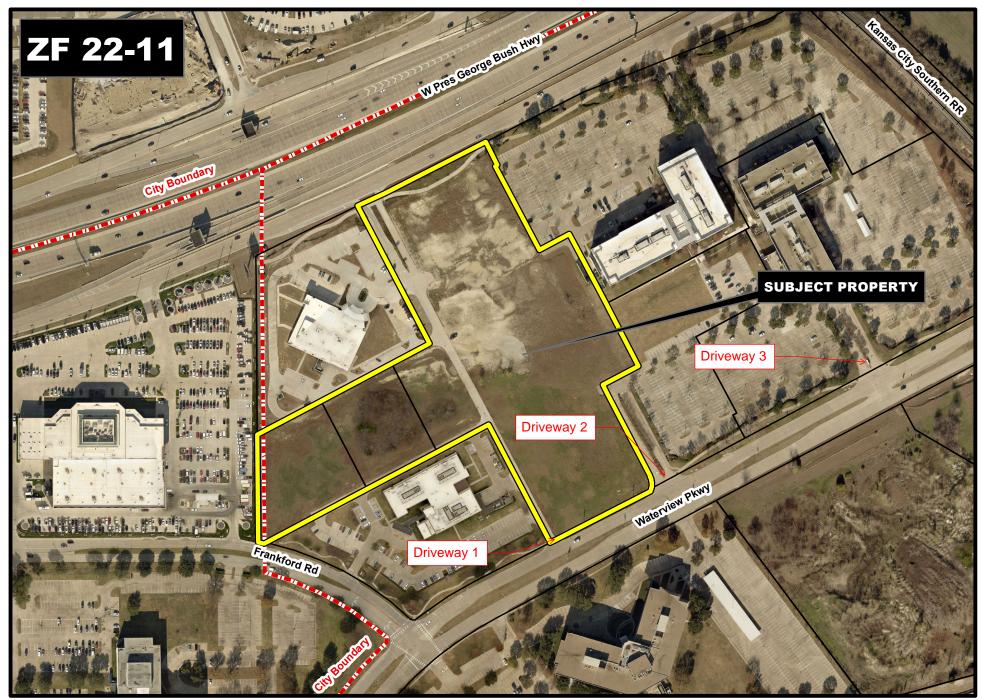
modified to reflect the Commission's recommendation with modifications to the presented conditions including allowing additional uses on the hotel site within Sub-Area 2, limitations on the location of apartment and live/work units, and modifications to the phasing requirements.

1. The subject site shall be zoned PD Planned Development District in accordance with the attached conditions in Exhibit "A".



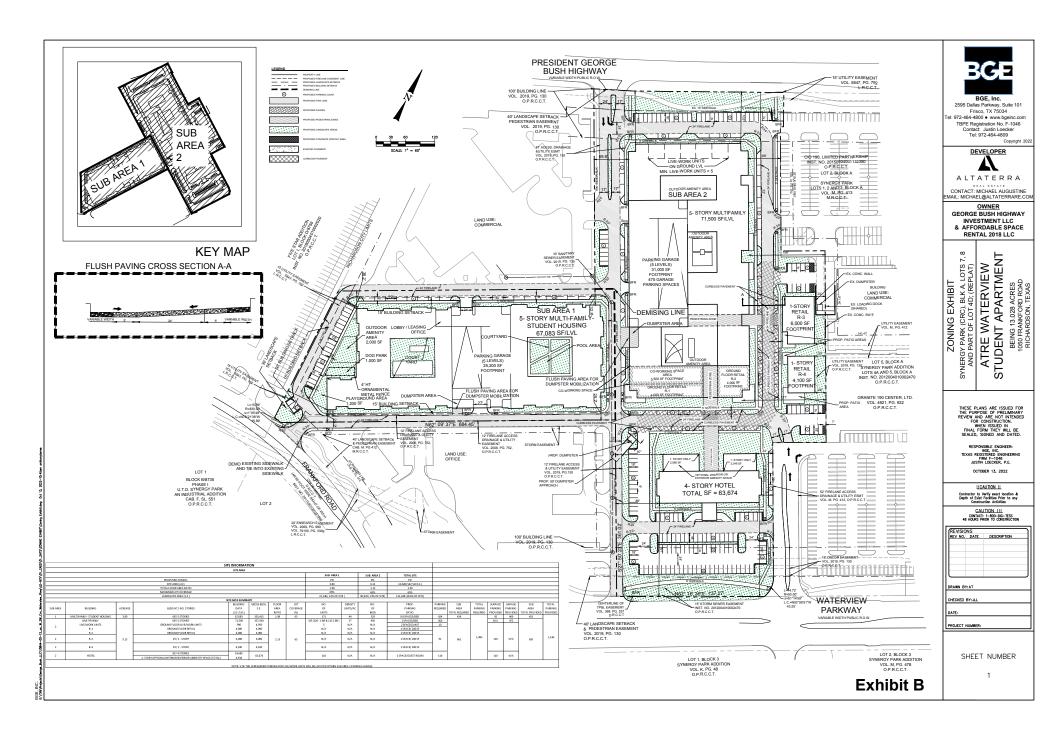
ZF 22-11 Zoning Map Planned Development Waterview Mixed-Use





ZF 22-11 Zoning Map Planned Development Waterview Mixed-Use

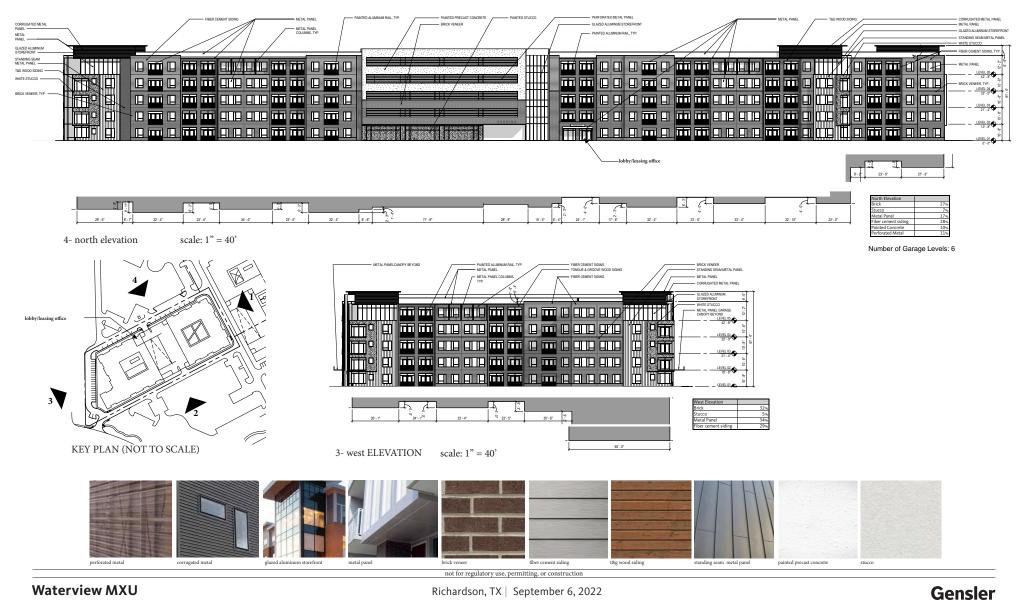




BUILDING 1 ELEVATIONS



BUILDING 1 ELEVATIONS



BUILDING 2 REFERENCE IMAGERY









BUILDING 2 REFERENCE IMAGERY









BUILDING 2 REFERENCE IMAGERY



STREET VIEW

Applicant Statement Alta Terra - Waterview Mixed Use Development

On behalf of George Bush Highway Investment, LLC/Affordable Space Rental 2018, LLC, Maxwell Fisher of ZoneDev requests approval of a change of zoning to a Planned Development District to accommodate a mixed-use development on a 13-acre site, northeast of Frankford Road and Waterview Parkway. The proposed masterplan includes the following components:

Subarea 1, (3.89 acres):

Alta Terra, a nationally recognized, luxury builder of student housing, proposes a five-story 171-unit multi-family residential structure with a six-level parking garage. As a prolific developer and operator of student housing, Alta Terra would deliver a key residential component and catalyst for Synergy Park. Establishing residential development and critical mass on Subarea 1 will support Subarea 2 uses while expanding student housing options and capacity for the surrounding community. A private shuttle service will shuttle residents to and from the campus.

Subarea 2, (9.13 acres):

Subarea 2 would be developed with a five-story 340-unit multi-family residential structure with a five-level parking garage. The residences would cater to young professionals as a transition from student housing to a more conventional multi-family arrangement. The ground floor facing south would be designed "retail ready" to accommodate both retail open to the public and co-working space. There would be five residential ground floor units facing north designed as live-work units.

A 4-story boutique hotel is planned on the southern sector along Waterview Parkway. The hotel would cater to University and office visitors, students, parents of students and non-students who will take advantage of good highway access, great proximity to UTD, and on-site, conveniently located restaurants and other amenities. The open space between the hotel and Subarea 2 residential, in connection with the adjacent driveway, is designed to accommodate events, yard games, or other recreational activities. The curb-less pavement south of Subarea 2 residential will allow flexibility to close and transform the "street" for festivals or other planned recreational activities.

Two stand-alone one-story retail buildings, approximately 4,100- and 6,000-square feet respectively, are planned east of the residential mixed-use building. These buildings would likely be built once both phases of residential are established after which residents, office patrons and others from the community would support additional restaurant and retail options.

Phasing: The proposal includes phasing commitments to ensure balanced development. The development team asks that the city allow construction and occupancy of the student housing in Subarea 1 to establish critical mass and accommodate Alta Terra. There is interest from a boutique hotelier in Subarea 2, but that interest is dependent on an established residential development prior to the start of hotel construction. The hotelier would rely on both a critical mass and presence of residents, but also a restaurant as a hotel amenity as part of the mixed use residential in Subarea 2. Construction on adjacent property at the opening of the hotel operation also would put the hotelier at a disadvantage due to trying to rent hotel rooms next to a construction project. Timing the phasing correctly is key to the successful overall development.

Moreover, developing Subarea 1 will have no bearing on the balance of development that would occur on the northern, interior, or southern segments along Waterview Parkway. The "western leg" is hemmed in by existing development to the north, south, and west, and it has the least amount of

visibility, direct access, and street frontage compared to the remaining parcels which have PGBT and Waterview Parkway frontage.

Subjecting phase 1 residential to hotel performance compromises initiation of the masterplan. Nonetheless, the development team is fully committed to non-residential development connected to the Subarea 2 mixed use residential building. The team can commit to securing a certificate of occupancy for the hotel prior to issuance of a certificate of occupancy for Subarea 2 residential. This allows the development to be market driven, and developed organically, providing a better opportunity for the best development and end users, while balancing non-residential with residential.

The development team is excited to bring this concept to fruition. The proposal optimizes development opportunities on a challenged mid-block infill site hemmed between aging and under occupied office buildings, in an ever evolving and disruptive office market. The masterplan will truly compliment the TOD core developing to the southeast. We respectfully ask city leaders for approval.

An application has been received by the City of Richardson for a:

Planned Development

File No.: ZF 22-11

Applicant: Maxwell Fisher, ZoneDev **Location:** (See map on reverse side)

Request: ZF 22-11 Planned Development – Waterview Mixed Use: Consider

and act on a request to rezone approximately 13.03 acres located between Waterview Parkway and President George Bush Highway, east of Frankford Road, from TO-M Technical Office and PD Planned Development to PD Planned Development to allow development of up to 511 apartment and live/work units, a limited-service hotel and up to 19,000 square feet of retail space. Owner: Mehrdad Mazaheri, George Bush Highway Investment, LLC and Affordable Space Rental 2018,

LLC. Staff: Chris Shacklett

The City Plan Commission will consider this request at a public hearing on:

TUESDAY, OCTOBER 18, 2022 7:00 p.m. Richardson ISD Administration Building 400 S. Greenville Avenue Richardson, Texas 75081

This notice has been sent to all owners of real property affected by the zoning request and those who are within 200 feet of the request; as such ownership appears on the last approved city tax roll.

Process for Public Input: Individuals attending the meeting will be allocated a maximum of 5 minutes each to address the City Plan Commission to express whether they are in favor or opposed the request.

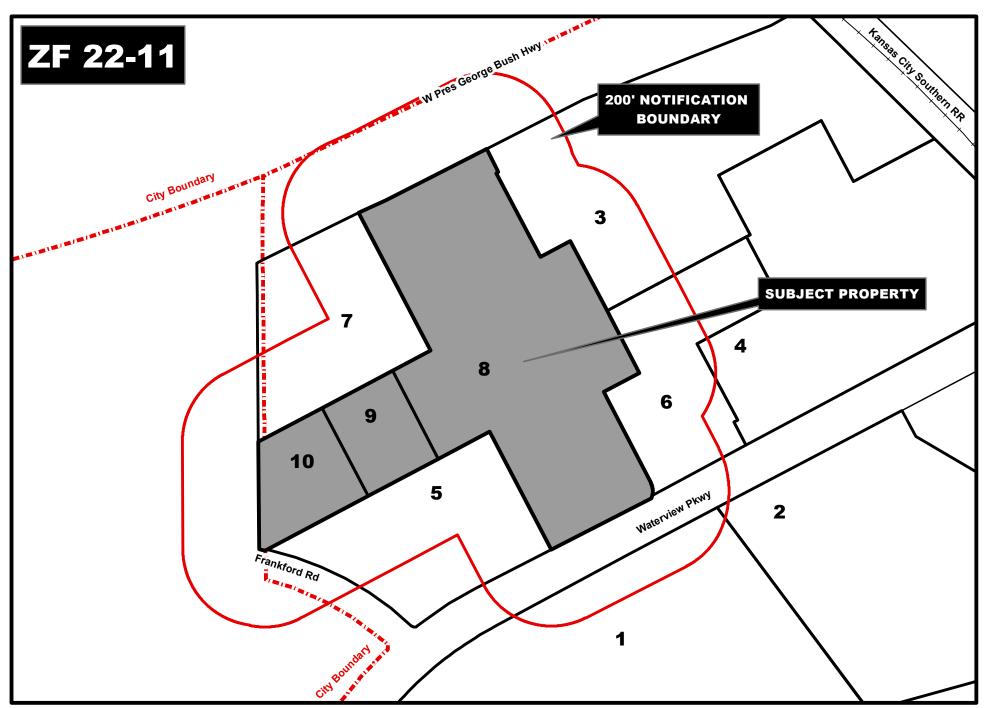
Persons not attending the meeting who would like their views to be made a part of the public record may send signed, written comments, referencing the file number above, prior to the date of the hearing to: Dept. of Development Services, PO Box 830309, Richardson, TX 75083 or by utilizing the Public Comment Card at https://www.cor.net/PublicCommentForm.

The City Plan Commission may recommend approval of the request as presented, recommend approval with additional conditions, or recommend denial. Final approval of this application requires action by the City Council.

Agenda: The City Plan Commission agenda for this meeting will be posted on the City of Richardson website the Saturday before the public hearing. For a copy of the agenda, please go to: http://www.cor.net/index.aspx?page=1331.

For additional information, please contact the Dept. of Development Services at 972-744-4240 and reference Zoning File number ZF 22-11.

Date Posted and Mailed: October 7, 2022



ZF 22-11 Notification Map
Planned Development
Waterview Mixed-Use



1 - 3400 WATERVIEW LLC 16250 KNOLL TRAIL DR STE 210 DALLAS, TX 75248	2 - BOARD OF REGENTS OF THE UNIV. OF TEXAS SYSTEM OFFICE OF GENERAL COUNSEL- REAL ESTATE OFFICE 210 W 7TH ST	3 - CIO 190 LIMITED PARTNERSHIP 8150 N CENTRAL EXPY STE 1255 DALLAS, TX 752061985
4 - CIO 190 LIMITED PARTNERSHIP 8150 N CENTRAL EXPY STE 1255 DALLAS, TX 752061985	5 - TR RICHARDSON IRF LLC c/o LPC REALTY ADVISORS I LP 120 N LA SALLE ST STE 2900 CHICAGO, IL 60602	6 - GRANITE 190 CENTER LTD 5601 GRANITE PKWY STE 1200 PLANO, TX 75024
7 - EMINENT MEDICAL CENTER LLC 18484 PRESTON RD STE 102-333 DALLAS, TX 752525400	8 - GEORGE BUSH HIGHWAY INVESTMENT LLC 670 W CAMPBELL RD STE 100 RICHARDSON, TX 750803395	9 - AFFORDABLE SPACE RENTAL 2018 LLC 670 W CAMPBELL RD STE 100 RICHARDSON, TX 750803358
10 - AFFORDABLE SPACE RENTAL 2018 LLC 670 W CAMPBELL RD STE 100 RICHARDSON, TX 750803358	PLANO ISD-SUPT OF SCHOOLS 2700 W. 15 TH STREET PLANO, TX 75075	CITY OF DALLAS PLANNING & URBAN DESIGN DEPT 1500 MARILLA STREET, ROOM 1FN DALLAS, TX 75201
MEHRDAD MAZAHERI 670 W. CAMPBELL RD, STE 100 RICHARDSON, TX 75080	MAXWELL FISHER ZONEDEV 2502 GRANDVIEW DR RICHARDSON, TX 75080	ZF 22-11 WATERVIEW MIXED-USE

From: donotreply@enotify.visioninternet.com
To: Connie Ellwood; Sam Chavez; Chris Shacklett
Subject: CPC Public Meeting Comment Card
Date: Saturday, October 15, 2022 6:36:53 PM

A new entry to a form/survey has been submitted.

Form Name: City Plan Commission Public Meeting Comment Card

Date & Time: 10/15/2022 6:36 PM

Response #: 79 **Submitter ID:** 22417

IP address: 47.183.194.121 **Time to complete:** 1 min., 46 sec.

Survey Details

Page 1

Meeting Date:

10/18/2022

Do you plan to attend the meeting and speak before the City Plan Commission?

(o) Yes

Meeting Calendars: City Plan Commission

Contact Information

Name: Daniel Yahalom

Address: 2200 Waterview Parkway

City: Richardson ZIP: 75080

PHONE: (469) 818-1284

EMAIL:

Please identify the group or organization you represent, if any:

Comets for Better Transit

Please indicate if you are representing the applicant for a zoning case or item on the agenda:

Not answered

Page 2

VISITORS SECTION: This is an opportunity to submit comments on any topic that is not scheduled for a public hearing or an item that is not on the agenda.

I would like to comment during the:

(o) Public Hearing Item/Zoning File

Page 3

Page 4

Public Hearing Item/Zoning File Section

Select Your Position on this Item (Required):

(o) In Favor of this Item

Public Hearing Item Comments:

Advocating for the development from the perspective of a UTD student, pedestrian.

(o) I will appear in person and speak during the visitor/public hearing section. Please submit my card for the record.

Thank you,

Richardson, TX

This is an automated message generated by Granicus. Please do not reply directly to this email.

From: donotreply@enotify.visioninternet.com
To: Connie Ellwood; Sam Chavez; Chris Shacklett
Subject: CPC Public Meeting Comment Card
Date: Monday, October 17, 2022 8:13:37 PM

A new entry to a form/survey has been submitted.

Form Name: City Plan Commission Public Meeting Comment Card

Date & Time: 10/17/2022 8:13 PM

Response #: 81 **Submitter ID:** 22433

IP address: 129.110.242.26 **Time to complete:** 3 min. , 21 sec.

Survey Details

Page 1

Meeting Date:

10/18/2022

Do you plan to attend the meeting and speak before the City Plan Commission?

(o) No

Meeting Calendars: <u>City Plan Commission</u>

Contact Information

Name: Chandu

Address: 2800 Waterview Pkwy

City:RichardsonZIP:75080PHONE:Not answered

EMAIL:

Please identify the group or organization you represent, if any:

Comets for Better Transit

Please indicate if you are representing the applicant for a zoning case or item on the agenda:

Not answered

Page 2

VISITORS SECTION: This is an opportunity to submit comments on any topic that is not scheduled for a public hearing or an item that is not on the agenda.

I would like to comment during the:

(O) Public Hearing Item/Zoning File

Page 3

Page 4

Public Hearing Item/Zoning File Section

Select Your Position on this Item (Required):

(O) In Favor of this Item

Public Hearing Item Comments:

I believe this development will be extremely valuable to the surrounding community, especially the community of UTD.

(O) Please submit my comments for this meeting. Public comments submitted by 5 pm on the date of the meeting will be provided and included for the record.

Thank you,

Richardson, TX

This is an automated message generated by Granicus. Please do not reply directly to this email.

From: donotreply@enotify.visioninternet.com
To: Connie Ellwood; Sam Chavez; Chris Shacklett
Subject: CPC Public Meeting Comment Card
Date: Monday, October 17, 2022 8:13:31 PM

A new entry to a form/survey has been submitted.

Form Name: City Plan Commission Public Meeting Comment Card

Date & Time: 10/17/2022 8:12 PM

Response #: 80
Submitter ID: 22432

IP address: 129.110.242.26 **Time to complete:** 4 min., 43 sec.

Survey Details

Page 1

Meeting Date:

10/18/2022

Do you plan to attend the meeting and speak before the City Plan Commission?

(o) No

Meeting Calendars: <u>City Plan Commission</u>

Contact Information

Name: Johnathan Dang
Address: 950 Loop Road
City: Richardson
ZIP: 75080

PHONE: (817) 937-0058

EMAIL:

Please identify the group or organization you represent, if any:

Comets for Better Transit

Please indicate if you are representing the applicant for a zoning case or item on the agenda:

Not answered

Page 2

VISITORS SECTION: This is an opportunity to submit comments on any topic that is not scheduled for a public hearing or an item that is not on the agenda.		
I would like to comment during the:		
(O) Public Hearing Item/Zoning File		
Page 3		
Page 4		
Public Hearing Item/Zoning File Section		
Select Your Position on this Item (Required):		
(O) In Favor of this Item		
Public Hearing Item Comments:		
Not answered		
(O) Please submit my comments for this meeting. Public comments submitted by 5 pm on the date of the meeting will be provided and included for the record.		
Fhank you,		

Richardson, TX

This is an automated message generated by Granicus. Please do not reply directly to this email.

From: donotreply@enotify.visioninternet.com
To: Connie Ellwood; Sam Chavez; Chris Shacklett
Subject: CPC Public Meeting Comment Card
Date: Monday, October 17, 2022 9:35:05 PM

A new entry to a form/survey has been submitted.

Form Name: City Plan Commission Public Meeting Comment Card

Date & Time: 10/17/2022 9:34 PM

Response #: 82
Submitter ID: 22434

IP address: 2600:1702:8c4:e010:e994:243c:246e:f38e

Time to complete: 15 min., 20 sec.

Survey Details

Page 1

Meeting Date:

10/18/2022

Do you plan to attend the meeting and speak before the City Plan Commission?

(o) No

Meeting Calendars: City Plan Commission

Contact Information

Name: Quinn Quinley

Address: 7720 McCallum Boulevard Apt 3065

 City:
 Dallas

 ZIP:
 75252

PHONE: (801) 350-1021

EMAIL:

Please identify the group or organization you represent, if any:

Not answered

Please indicate if you are representing the applicant for a zoning case or item on the agenda:

Not answered

Page 2

VISITORS SECTION: This is an opportunity to submit comments on any topic that is not scheduled for a public hearing or an item that is not on the agenda.

I would like to comment during the:

(0) Public Hearing Item/Zoning File

Page 3

Page 4

Public Hearing Item/Zoning File Section

Select Your Position on this Item (Required):

(O) In Favor of this Item

Public Hearing Item Comments:

I'd like to voice my support for Zoning File 22-11. As it stands, UTD does not have enough on-campus housing to meet demand. The overflow often ends up in nearby off-campus apartments, including myself. The addition of new apartments near campus would help accommodate more students closer to campus. As is, there's surprisingly little off-campus housing within walking distance of campus. This new development would increase supply, which in turn helps with the cost of housing in the area (helping students like me afford rent).

(O) Please submit my comments for this meeting. Public comments submitted by 5 pm on the date of the meeting will be provided and included for the record.

Thank you,

Richardson, TX

This is an automated message generated by Granicus. Please do not reply directly to this email.

From: donotreply@enotify.visioninternet.com
To: Connie Ellwood; Sam Chavez; Chris Shacklett
Subject: CPC Public Meeting Comment Card
Date: Tuesday, October 18, 2022 4:56:07 PM

A new entry to a form/survey has been submitted.

Form Name: City Plan Commission Public Meeting Comment Card

Date & Time: 10/18/2022 4:55 PM

Response #: 87
Submitter ID: 22446

IP address: 64.189.203.3
Time to complete: 52 min., 14 sec.

Survey Details

Page 1

Meeting Date:

10/18/2022

Do you plan to attend the meeting and speak before the City Plan Commission?

(o) No

Meeting Calendars: <u>City Plan Commission</u>

Contact Information

Name: Allen Elledge

Address: 955 North Loop Road

City: Richardson ZIP: 75080

PHONE: (214) 585-6771

EMAIL:

Please identify the group or organization you represent, if any:

Comets For Better Transit

Please indicate if you are representing the applicant for a zoning case or item on the agenda:

Not answered

Page 2		

VISITORS SECTION: This is an opportunity to submit comments on any topic that is not scheduled for a public hearing or an item that is not on the agenda.		
I would like to comment during the:		
(O) Public Hearing Item/Zoning File		
Page 3		
Page 4		
Public Hearing Item/Zoning File Section		
Select Your Position on this Item (Required):		
(O) In Favor of this Item		
Public Hearing Item Comments:		
Not answered		
(O) Please submit my comments for this meeting. Public comments submitted by 5 pm on the date of the meeting will be provided and included for the record.		
Fhank you,		

Richardson, TX

This is an automated message generated by Granicus. Please do not reply directly to this email.



CITY OF RICHARDSON CITY PLAN COMMISSION APPEARANCE CARD

Please complete this card, and submit it to the Executive Secretary prior to the herinaing of the meeting.

Name: _	Brlaw	Huth	Phone:	214763	-1330ate: 1018-22	Ł
Address:	8900 West (geory Bush	City	- Dullas	_zip:75 0 52	
1	earing Agenda Item #		i wis	h to speak IN O	PPOSITION to this iter	n,
1d	o NOT wish to speak; l	owever, please reco	ord my SUI	PORT / OPPO	SITION (circle one).	
Please id	entify the group or orga	nization you represe	ent, if any:	SAMPOCK	Fig Star Food	_balla

From: donotreply@enotify.visioninternet.com To: Connie Ellwood; Sam Chavez; Chris Shacklett Subject: **CPC Public Meeting Comment Card** Date: Tuesday, October 18, 2022 1:27:41 PM

A new entry to a form/survey has been submitted.

Form Name: City Plan Commission Public Meeting Comment Card

Date & Time: 10/18/2022 1:27 PM

Response #: 86 **Submitter ID:** 22444

IP address: 129.110.242.69 Time to complete: 5 min., 24 sec.

Survey Details

Page 1

Meeting Date:

10/18/2022

Do you plan to attend the meeting and speak before the City Plan Commission?

(o) Yes

Meeting Calendars: City Plan Commission

Contact Information

Name: Devan Bailey

Address: 2600 Waterview Parkway

City: Richardson ZIP: 75080

PHONE: (260) 235-9190

EMAIL:

Please identify the group or organization you represent, if any:

Comets for Better Transit

Please indicate if you are representing the applicant for a zoning case or item on the agenda:

Not answered

Page 2

	VISITORS SECTION: This is an opportunity to submit comments on any topic that is not scheduled for a public hearing or an item that is not on the agenda.
	I would like to comment during the:
	(O) Public Hearing Item/Zoning File
Page 3	3
Page 4	
	Public Hearing Item/Zoning File Section
	Select Your Position on this Item (Required):
	(o) In Favor of this Item
	Public Hearing Item Comments:
	Not answered
	(O) I will appear in person and speak during the visitor/public hearing section. Please submit my card for the record.
Tla a sa la c	

Thank you,

Richardson, TX

This is an automated message generated by Granicus. Please do not reply directly to this email.

From: donotreply@enotify.visioninternet.com
To: Connie Ellwood; Sam Chavez; Chris Shacklett
Subject: CPC Public Meeting Comment Card
Date: Tuesday, October 18, 2022 10:20:38 AM

A new entry to a form/survey has been submitted.

Form Name: City Plan Commission Public Meeting Comment Card

Date & Time: 10/18/2022 10:20 AM

Response #: 83
Submitter ID: 22438

IP address: 64.189.203.188
Time to complete: 24 min., 55 sec.

Survey Details

Page 1

Meeting Date:

10/18/2022

Do you plan to attend the meeting and speak before the City Plan Commission?

(o) Yes

Meeting Calendars: City Plan Commission

Contact Information

Name: Griffin Davis

Address: 2600 Waterview Parkway

City: Richardson ZIP: 75080

PHONE: (512) 638-1861

EMAIL:

Please identify the group or organization you represent, if any:

Not answered

Please indicate if you are representing the applicant for a zoning case or item on the agenda:

Not answered

Page 2				

	VISITORS SECTION: This is an opportunity to submit comments on any topic that is not scheduled for a public hearing or an item that is not on the agenda.
	I would like to comment during the:
	(O) Public Hearing Item/Zoning File
Page 3	3
Page 4	
	Public Hearing Item/Zoning File Section
	Select Your Position on this Item (Required):
	(o) In Favor of this Item
	Public Hearing Item Comments:
	Not answered
	(O) I will appear in person and speak during the visitor/public hearing section. Please submit my card for the record.
Tla a sa la c	

Thank you,

Richardson, TX

This is an automated message generated by Granicus. Please do not reply directly to this email.

From: donotreply@enotify.visioninternet.com
To: Connie Ellwood; Sam Chavez; Chris Shacklett
Subject: CPC Public Meeting Comment Card
Date: Tuesday, October 18, 2022 12:33:27 PM

A new entry to a form/survey has been submitted.

Form Name: City Plan Commission Public Meeting Comment Card

Date & Time: 10/18/2022 12:33 PM

Response #: 84
Submitter ID: 22440

IP address: 129.110.242.5 Time to complete: 2 min., 38 sec.

Survey Details

Page 1

Meeting Date:

10/18/2022

Do you plan to attend the meeting and speak before the City Plan Commission?

(o) Yes

Meeting Calendars: City Plan Commission

Contact Information

Name: Nathaniel Adam
Address: 2200 Waterview Pkwy

City: Richardson **ZIP:** 75080

PHONE: (503) 317-4546

EMAIL:

Please identify the group or organization you represent, if any:

Comets for Better Transit

Please indicate if you are representing the applicant for a zoning case or item on the agenda:

Not answered

Page 2				

	VISITORS SECTION: This is an opportunity to submit comments on any topic that is not scheduled for a public hearing or an item that is not on the agenda.
	I would like to comment during the:
	(O) Public Hearing Item/Zoning File
Page 3	3
Page 4	
	Public Hearing Item/Zoning File Section
	Select Your Position on this Item (Required):
	(o) In Favor of this Item
	Public Hearing Item Comments:
	Not answered
	(O) I will appear in person and speak during the visitor/public hearing section. Please submit my card for the record.
Tla a sa la c	

Thank you,

Richardson, TX

This is an automated message generated by Granicus. Please do not reply directly to this email.

From: donotreply@enotify.visioninternet.com
To: Connie Ellwood; Sam Chavez; Chris Shacklett
Subject: CPC Public Meeting Comment Card
Date: Tuesday, October 18, 2022 1:27:00 PM

A new entry to a form/survey has been submitted.

Form Name: City Plan Commission Public Meeting Comment Card

Date & Time: 10/18/2022 1:26 PM

Response #: 85
Submitter ID: 22443

IP address: 129.110.242.69 **Time to complete:** 4 min., 56 sec.

Survey Details

Page 1

Meeting Date:

10/18/2022

Do you plan to attend the meeting and speak before the City Plan Commission?

(o) Yes

Meeting Calendars: <u>City Plan Commission</u>

Contact Information

Name: Patrick O'Boyle

Address: 2700 Waterview Pkwy

City:RichardsonZIP:75080PHONE:Not answered

EMAIL:

Please identify the group or organization you represent, if any:

comets for better transit

Please indicate if you are representing the applicant for a zoning case or item on the agenda:

no

Page 2

VISITORS SECTION: This is an opportunity to submit comments on any topic that is not scheduled for a public hearing or an item that is not on the agenda. I would like to comment during the: (o) Public Hearing Item/Zoning File Page 3 Page 4 **Public Hearing Item/Zoning File Section** Select Your Position on this Item (Required): (O) In Favor of this Item **Public Hearing Item Comments:** Main points: - Parking ratios can stay the same and even be lowered. There is demand, especially if you consider the large international student population who want to live much closer to campus. - Parking is expensive, especially the planned garages (O) I will appear in person and speak during the visitor/public hearing section. Please submit my card for the record.

Thank you,

Richardson, TX

This is an automated message generated by Granicus. Please do not reply directly to this email.

From: Sam Chavez
To: Chris Shacklett

Subject: FW: Opinion on student housing development (22-11)?

Date: Monday, November 7, 2022 10:09:48 PM

Samuel D. Chavez, AICP

Director of Development Services - Planning City of Richardson Development Services 972-744-4246



From: Paul Voelker < Paul. Voelker@cor.gov> Sent: Monday, November 7, 2022 2:47 PM

To: Yahalom, Daniel

Cc: Sam Chavez <Sam.Chavez@cor.gov>

Subject: Re: Opinion on student housing development (22-11)?

Daniel,

Thank you for your feedback on this pending case. I will make sure this is part of the public record. I look forward to hearing the case. I don't take a position before I hear all input.

Regards, Paul Voelker Mayor Richardson

On Nov 7, 2022, at 2:43 PM, Yahalom, Daniel

> wrote:

Hi Mayor Voelker,

I'm Daniel— president of Comets for Better Transit. I've met you in several city council meetings before.

I was wondering what your current opinion is on zoning request 22-11: the proposed student housing development by UTD (on Waterview and Frankford).

Our organization is currently in favor of this development, but if you have any concerns about it, we'd love to hear your perspective.

Thanks, Daniel.

Daniel Yahalom

Undergraduate | History, Computer Science

President | Comets for Better Transit *The University of Texas at Dallas*

ORDINANCE NO. 4444

AN ORDINANCE OF THE CITY OF RICHARDSON, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND ZONING MAP OF THE CITY OF RICHARDSON, AS HERETOFORE AMENDED, TO GRANT A CHANGE IN ZONING FROM TO-M TECHNICAL OFFICE AND PD PLANNED DEVELOPMENT TO PD **PLANNED DEVELOPMENT**; **ADOPTING USE** AND **DEVELOPMENT** REGULATIONS, INCLUDING A CONCEPT PLAN, BUILDING ELEVATIONS, AND BUILDING CONCEPTS FOR A 13.03-ACRE TRACT OF LAND LOCATED BETWEEN WATERVIEW PARKWAY AND PRESIDENT GEORGE BUSH HIGHWAY, EAST OF FRANKFORD 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 22-11).

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

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

SECTION 1. That the Comprehensive Zoning Ordinance and Zoning Map of the City of Richardson, Texas, duly passed by the governing body of the City of Richardson on the 5th day of June, 1956, as heretofore amended, be further amended by granting a change in zoning from TO-M Technical Office and PD Planned Development to PD Planned Development subject to the use and development regulations, concept plan, building elevations, and building concepts for a 13.03-acre tract of land located between Waterview Parkway and President George Bush Highway, east of Frankford Road, Richardson, Texas, and being more particularly described in Exhibit "A" attached hereto and made a part hereof for all purposes (the "Property").

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

- 1. Intent. The purpose of the PD Planned Development District is to accommodate a mixed-use development of student and young professional housing, retail, and lodging/hospitality uses. The proposal is intended to complement the core of transit-oriented development planned south of Waterview Parkway, at the DART Silver Line Station. The development will expand quality housing and lodging stock for the Richardson community while providing appropriately scaled residential and lodging amenities, and supportive retail and restaurant options.
- 2. The Property shall be zoned PD Planned Development District and shall be used and developed in substantial conformance with the Concept Plan attached hereto as Exhibit "B", the Building Elevations for Sub-area 1 attached hereto as Exhibits "C-1" and "C-2," respectively (collectively, the "Elevations"), and the Building Concepts attached hereto as Exhibits "D-1" through "D-3" for Sub area 2, respectively (collectively, the "Building Concepts"), and in accordance with the development standards herein.
- 3. Sub-area 1 is defined as the approximately 3.89-acre portion of the Property as shown in Concept Plan. Sub-area 2 is defined as the approximately 9.13-acre portion of the Property as shown in Exhibit B. Within Sub-area 2, the 4-story hotel ("Hotel Site") may be modified to provide for a permitted use for sub area 2. Any change in use shall require submittal of a revised traffic impact analysis (TIA) to the City. The change in use shall be allowed and approved administratively unless the TIA reflects an increase in the number of proposed daily or peak hour trips, as determined by the Director of Development Services, otherwise the proposed change in use shall only be allowed after an amendment to this Planned Development following the process for zoning amendments under the Comprehensive Zoning Ordinance.
- 4. Permitted Uses. The following uses shall be permitted within specific areas as shown on the attached concept plan (Exhibit "B"):

Subarea 1:

Purpose-built student apartments (defined as apartments specifically designed with one full bath (shower and/or tub, sink and toilet) per bedroom accessed through the bedroom with permanent shared kitchen, dining and living facilities, capable of being leased to an individual on a per bedroom basis;

Construction field office;

Parking lot, accessory;

Subarea 2:

Apartments (limited to the 5-story multi-family building as shown on Exhibit B);

Art gallery;

Assisted living facility (requires Special Permit approval);

Bakery;

Bank or financial institution;

Barber or beauty salon;

Book, card or stationary store;

Camera or photographic supply shop;

Childcare center (requires Special Permit approval);

Clothing or apparel store;

Construction field office;

Convenience store;

Drugstore or pharmacy;

Fine arts studio;

Florist:

Furniture, home furnishings and appliance store;

Health club;

Hotel, full-service;

Hotel, limited-service;

Independent living facility (requires Special Permit approval)

Jewelry store;

Laundry pick-up station;

Live/work units (limited to 5-story multi-family building as shown on Exhibit B);

For purposes of this PD Planned Development, "live/work unit" shall mean a portion of a building integrating both living quarters and a non-residential space such as retail, artist space or gallery, business or other professional office activities in a single unit, where the non-residential use (work) is located on the ground floor and the residential use (live) is located above or behind, or a combination thereof, the non-residential use. If the residential use is located on the ground floor, then the residential use shall be limited to a maximum of 40% of the ground floor area.

Mailing service;

Office:

Parking lot, accessory;

Photography or art studio;

Print shop, minor;

Restaurant without drive-through or curb service;

Tailor shop;

Toy or hobby shop.

5. General Area Regulations.

Building Setbacks: A minimum 100-foot building setback shall be provided along Waterview Parkway and President George Bush Turnpike. A minimum 50-foot building setback shall be provided along Frankford Road. No other setbacks shall be required except as required by the City of Richardson Building Code, as amended.

Landscape Buffers: A minimum 40-foot-wide landscape buffer shall be provided along Waterview Parkway and the President George Bush Turnpike. A minimum 30-foot-wide landscape buffer shall be provided along Frankford Road. Landscaping within the buffers shall be in accordance with the City of Richardson Landscape Policies, as amended.

1. Platting:

a. Two (2) lots (lots containing Retail buildings R-3 or R-4) shall be allowed to be platted without public street frontage, provided the lots are directly adjacent to a mutual access easement providing access to a public street.

- b. The minimum lot frontage along Frankford Road shall be fifteen (15) feet.
- 2. Minimum Lot Area: No minimum.
- 3. Minimum Lot Width: No minimum.
- 4. Minimum Lot Depth: No minimum.
- 5. For purposes of this Planned Development District, the apartment developments shown on the Concept Plan shall be considered as one "apartment community" in accordance with Article XV (A-950-M Apartment District) of the Comprehensive Zoning Ordinance, and no physical separation shall be required.

6. Parking.

Off-street parking for this Planned Development District shall comply with applicable provisions of the Comprehensive Zoning Ordinance except as follows:

- 1. General: Required parking may be satisfied by structured and surface parking spaces, except parking for apartment and live/work uses shall be provided within structured parking area.
- 2. Minimum Parking Requirements:
 - a. Purpose-built student apartments (Sub-area 1): 0.8 parking spaces per bedroom.
 - b. Apartments (Sub-area 2): 1 parking space per bedroom
 - c. Live/Work Units: 2 parking spaces per unit (at least 1 parking space per unit shall be provided within a structured parking area).
 - d. Hotel: 1 parking space per room.
 - e. Other non-residential uses: 1 parking space per 200 square feet.

7. Sub-area 1 Building and Area Regulations.

- 1. Minimum floor area of dwelling unit:
 - i. 1 Bedroom unit 450 square feet
 - ii. 2 Bedroom unit 750 square feet
 - iii. Units with more than 2 Bedrooms 1,315 square feet
- 2. Bathroom to Bedroom Ratio: There shall be one (1) bathroom per bedroom.
- 3. Accessory Buildings: Accessory buildings are prohibited.
- 4. Maximum Building Height: Sixty-eight (68) feet, including parapet wall.
- 5. Maximum Number of Units: 171 units.
- 6. Floor-to-Area Ratio: No maximum.

7. Lot Coverage: The maximum lot coverage shall not exceed 65%.

8. Recreation Areas: The following amenities shall be provided: a minimum

1,200-square feet playground area is as generally shown on Exhibit B, minimum 400-square foot indoor fitness center, minimum 400-square foot clubhouse / gameroom / multi-purpose room, business center, study lounge, swimming pool, outdoor kitchen and minimum 1,000-square foot dog walk area as generally

shown on Exhibit B.

9. Perimeter Fencing: A perimeter fence is not required.

10. Shuttle Service: An on-site private shuttle service is required to provide

transportation of students to and from the UTD campus

during the weekday when school is in session.

11. Bicycle Parking: A minimum of seventy-five (75) bicycle storage spaces

shall be provided within the parking garage within a

secure, fenced area.

8. Sub-area 2 Building and Area Regulations

1. Minimum floor areas:

i. 1-bedroom unit: 550 square feetii. 2-bedroom unit: 850 square feet

iii. Units larger than 2-bedroom units shall be prohibited.

2. Accessory Buildings: Accessory buildings are prohibited.

3. Maximum Building Height: Sixty-eight (68) feet, including the parapet wall.

4. Maximum Number of Units: 340 units (minimum five (5) units shall be live/work

units to be located on the ground floor of the

apartment building).

5. Maximum Retail Area: 18,100 square feet.

6. Max. Number of Hotel Rooms: 110 rooms.

7. Floor Area Ratio: No maximum.

8. Lot Coverage: The maximum lot coverage shall not exceed 65%.

9. Recreation Areas/Amenities: At a minimum, the apartment building shall provide

a minimum 400-square foot fitness center,

swimming pool and two (2) additional outdoor

amenity courtyard areas as shown on the Concept Plan (Exhibit B).

At a minimum, the hotel shall provide the following amenities on-site: a fitness center, a business center, and bicycle racks (minimum 5-bicycle capacity).

10. Co-working space: Within the apartment building, a minimum 5,000-

square foot co-working space must be provided, generally as shown on the Concept Plan (Exhibit

"B").

11. Perimeter Fencing: A perimeter fence shall not be required.

12. Bicycle Parking: A minimum of forty-five (45) bicycle storage spaces

shall be required within the apartment building

parking garage within a secured, fenced area.

9. Phasing

1. A certificate of occupancy (C.O.) for the apartment building in Sub-area 1 shall not be issued until:

- a. Building permits for the mixed-use apartment building and buildings R-3 and R-4 in Sub area 2 have been acquired and vertical construction (framing) of the buildings including parking garages has commenced and 100% of the first-floor framing has been completed,
- b. The east-west drive-aisle located between the mixed-use apartment building, and the proposed hotel site has been constructed and which shall be open and unobstructed to vehicular traffic throughout the construction phases of Sub area 2,
- c. Except for utility service lines, water, sanitary sewer and storm sewer mains to support construction of the remaining development within Sub area 2 have been constructed and accepted by the city, and
- d. The sidewalk along Waterview Parkway has been constructed and accepted by the city and a temporary sidewalk connecting the mixed-use building site to the sidewalk along Waterview Parkway within Sub area 2 has been constructed.

SECTION 3. That the Property shall be used in the manner and for the purpose provided for by the Comprehensive Zoning Ordinance of the City of Richardson, Texas, as heretofore amended.

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

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

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

SECTION 7. That any person, firm or corporation violating any of the provisions or terms of this Ordinance shall be subject to the same penalty as provided for in the Comprehensive Zoning Ordinance of the City of Richardson, as heretofore amended, and upon conviction shall be punished by a fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense; and each and every day such violation shall continue shall be deemed to constitute a separate offense.

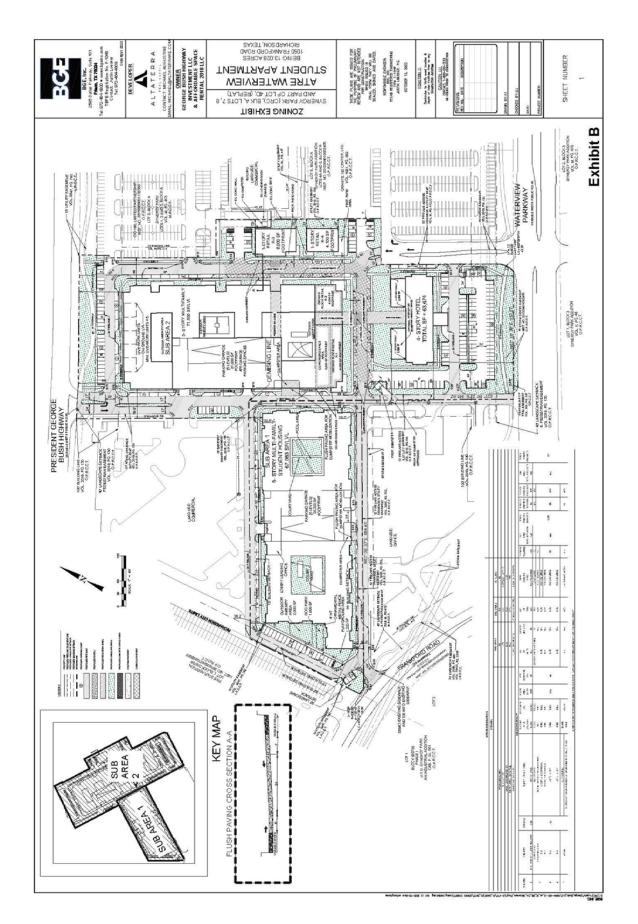
SECTION 8. That this Ordinance shall take effect immediately from and after its passage and the publication of the caption, as the law and charter in such case provide.

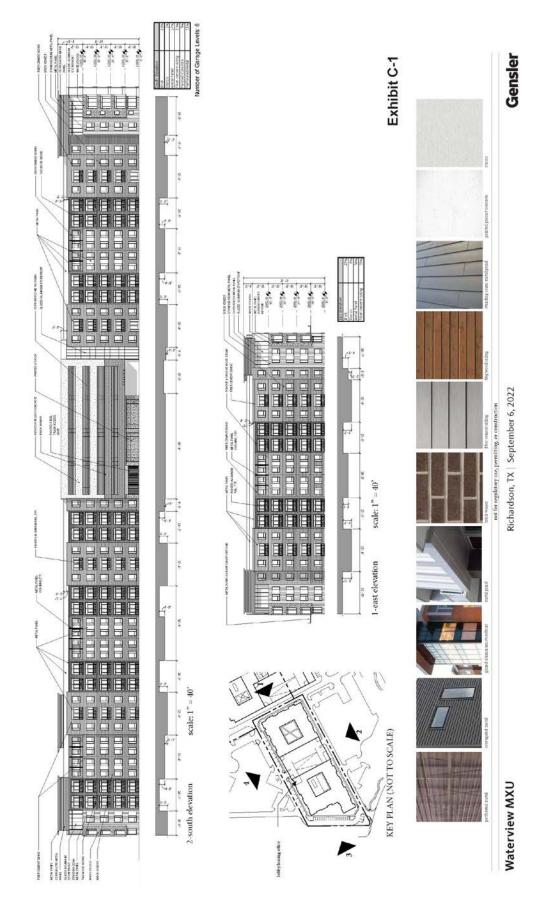
DULY PASSED by the City Council of the City of Richardson, Texas, on the 12th day of December 2022.

	APPROVED:
	MAYOR
APPROVED AS TO FORM:	CORRECTLY ENROLLED:
CITY ATTORNEY (TM 132724)	CITY SECRETARY

EXHIBIT "A" LEGAL DESCRIPTION ZF 22-11

BEING all of Lots 4D, 7, and 8, Block A, Synergy Park Addition, an addition to the City of Richardson, Texas according to the plat recorded in Document Number 20190220010000790 of the Map Records of Collin County, Texas.





Ordinance No. 4444 (Zoning File 22-11)

CHHX CZ SI

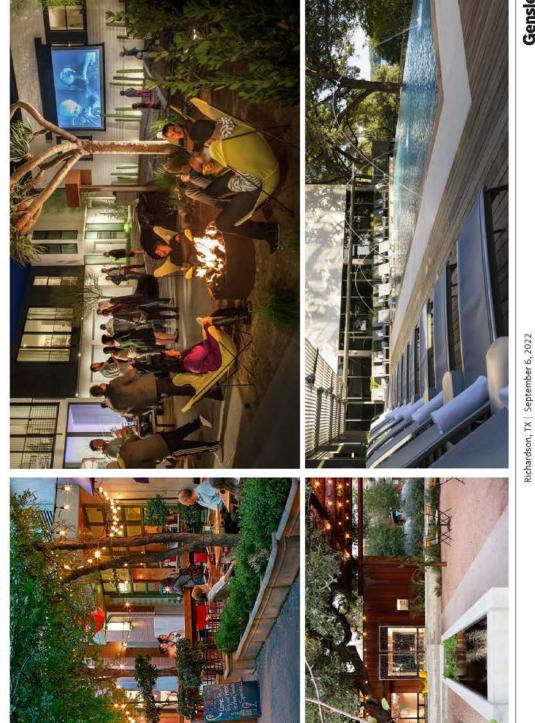




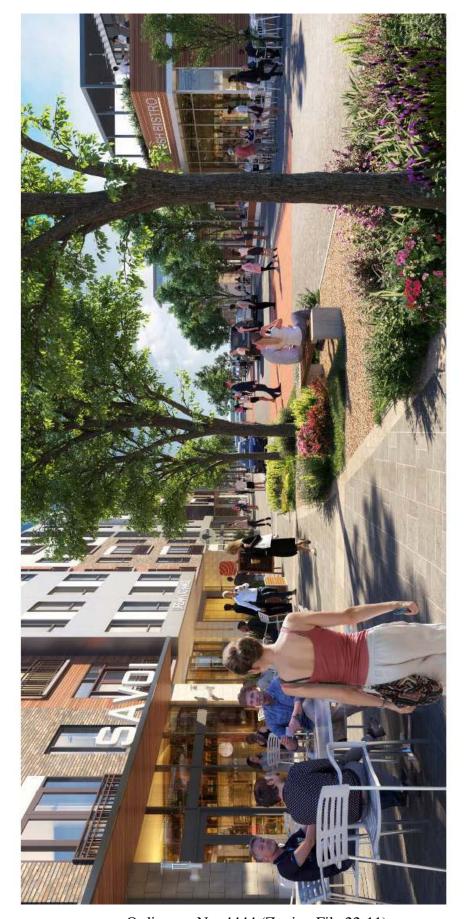


Waterview MXU

Richardson, TX | September 6, 2022



Waterview MXU



Ordinance No. 4444 (Zoning File 22-11)





DATE: December 12, 2022

TO: Honorable Mayor and City Council

FROM: Sam Chavez, AICP, Director of Development Services SDC

SUBJECT: Zoning File 22-13: Special Permit – Seven Brew Drive-through Restaurant

REOUEST

Sydney Foster, Kirkman Engineering, representing Seven Brew Drive-through Coffee and GMC Pursuit JV, LLC, is requesting approval of a Special Permit for a restaurant with drive-through service and to rescind Ordinance 4250, a Special Permit for a dog daycare and boarding facility. The 0.62-acre is lot is located at 1230 E. Belt Line Road, on the south side of Belt Line Road, west of Plano Road and is zoned LR-M(2) Local Retail.

The proposed 660-square foot drive-through only coffee shop will not provide interior seating or a walk-up window for service. A canopy will be constructed and cover a portion of the drive-through lanes on the east side of the building as well as an employee only seating area on the west side of the building. The facility will utilize a dual drive-through lane configuration that accommodates thirteen (13) vehicles. An additional five (5) vehicles can be accommodated on site, outside of the drive-through lanes.

The applicant has stated there are eight (8) to ten (10) employees per shift depending on the time of day. There are no menu boards; instead, employees are stationed in the drive-through lanes to take orders and assist in directing traffic to ensure proper on-site vehicle stacking. The proposed hours of operation are 5:30 a.m. to 10:00 p.m. (Sunday through Thursday) and 5:30 a.m. to 11:00 p.m. (Friday and Saturday).

Staff has not received any correspondence related to the request.

BACKGROUND

The subject property is currently developed with a 3,838-square foot building that was previously occupied by the Velvet Snout, a dog daycare and boarding facility. The Velvet Snout relocated in 2020. The dog daycare and boarding facility were allowed per a Special Permit granted in 2006. The Special Permit was amended in 2017 and 2018 to modify conditions related to the owner and operator of the use. The applicant is requesting the current Special Permit, Ordinance 4250, be rescinded along with the approval of the Special Permit for the restaurant with drive-through service.

PLAN COMMISSION RECOMMENDATION

The City Plan Commission, by a 7-0 vote, recommends approval of the request as presented.

ATTACHMENTS

Special Conditions CC Public Hearing Notice DRAFT-City Plan Commission Minutes 2022-11-15 Staff Report Zoning Map Aerial Map Zoning Concept (Exhibit "B")
Building Elevations (Exhibits "C-1" & "C-2")
Applicant's Statement
CPC Notice of Public Hearing
Notification List
Ordinance 4250

Special Conditions: ZF 22-13: Special Permit – Seven Brew Coffee

- 1. Ordinance 4250 shall be rescinded.
- 2. A Special Permit is hereby approved for a restaurant with drive-through service only and shall be developed in substantial conformance with the Concept Plan attached hereto as Exhibit "B", and Building Elevations attached hereto as Exhibits "C-1" and "C-2" subject to the following conditions:
 - a. No other person, company, business, or legal entity may operate a restaurant with drive-through service on the property other than Seven Brew Drive-through Coffee. The Special Permit automatically terminates upon the change in ownership or operator, in accordance with Article XXII-A, Section 7 of the Comprehensive Zoning Ordinance, as amended.
 - b. The Special Permit shall expire and terminate, and this Ordinance be of no further effect in accordance with Article XXII-A, Section 7 of the Comprehensive Zoning Ordinance, as amended.



Order Confirmation / Invoice

Customer: CITY OF RICHARDSON **Customer Account:** 100010162 0001838203 PO Number: **CPN 9210** Ad Order #:

Max (Mert) Tezkol Max (Mert) Tezkol **Order Taker:** Sales Rep:

\$178.85 \$0.00 **Total Amount:** \$178.85 **Net Amount:** Tax Amount:

\$178.85 **Payment Method:** Check/Money Order **Payment Amount:** \$0.00 **Amount Due:**

0001838203 Ad Order #:

0001838203-01 Ad Number:

2 X 29.00 Li Ad Size: Color:

Ad Content

City of Richardson Public Hearing Notice

The Richardson City Council will conduct a public hearing at 6:00 p.m. on Monday, December 12, 2022, at the Richardson Police Department, Multipurpose Room, 200 N. Greenville Ave., Richardson, TX 75081 to consider the following request

request.

ZF 22-13

A request to rescind Ordinance 4250, a Special
Permit for a dog daycare and boarding facility and
for approval of a Special Permit for a restaurant
with drive-through service, on a 0.62-acre lot
currently zoned LR-M(2) Local Retail, located at
1230 E. Belt Line Road, on the south side of Belt
Line Road, west of Plano Road. Owner: Brian
Waxler, GMC Pursuit JV, LLC.

If you wish your opinion to be part of the record but are unable to attend, send a written reply prior to the hearing date to City Council, City of Richardson, P.O. Box 830309, Richardson, Texas 75083.

The City of Richardson /s/ Aimee Nemer, City Secretary

APPROVED

By Aimee Nemer at 2:44 pm, Nov 18, 2022

Run Dates

Publish Date: 11/25/2022 Stop Date: 11/25/2022 Publish Date: 11/25/2022 Stop Date: 12/01/2022 Product

Dallas Morning News DallasNews.com

Placement/Classification - Position

Legals Bids Notices - LN Legal Notices Legals Bids Notices - LN Legal Notices

DRAFT – EXCERPT CITY OF RICHARDSON CITY PLAN COMMISSION MINUTES –NOVEMBER 15, 2022

Zoning File 22-13 – Special Permit – Seven Brew Coffee: Consider and act on a request to rescind Ordinance 4250, a Special Permit for a dog daycare and boarding facility, and for approval of a Special Permit for a restaurant with drive-through service, on a 0.62-acre lot currently zoned LR-M(2) Local Retail, located at 1230 E. Belt Line Road, on the south side of Belt Line Road, west of Plano Road. *Property Owner: Brian Waxler, GMC Pursuit JV, LLC. Staff: Chris Shacklett.*

Mr. Shacklett began by stating Zoning File 22-13 was a request for approval of a Special Permit for a restaurant with drive-through service and to rescind Ordinance 4250, a Special Permit for a dog daycare and boarding facility that vacated the site in 2020. The 0.62-acre lot was located at 1230 E. Belt Line Road. It was developed in 1985 as a 3,838-square foot restaurant. The site was surrounded by other retail properties that were zoned Local Retail LR-M(2) and C-M Commercial. In 2006, a Special Permit was granted to allow a dog day care and boarding facility within the existing building as well as to allow a 675-square foot outdoor play area along the south property line. In 2017 and 2018 amendments to the Special Permit were made related to changes of owners and operators of the facility. In 2020, the tenant relocated, and the building had vacant since that time.

The site would be redeveloped with a 660-square foot restaurant with drive-through service only. There was a dual drive-through configuration. There would be no menu boards provided within the drive-through areas. Staff would be stationed throughout the drive-through lanes with handheld devices or tablets to take orders and to ensure proper stacking within the drive-through lanes. There were thirteen (13) stacking spaces within the dual drive-through lanes with capacity for an additional five (5) spaces on-site. The hours of operation would be 5:30 a.m. to 10:00 p.m. (Sunday through Thursday) and 5:30 a.m. to 11:00 p.m. (Friday and Saturday). The applicant stated that at peak times, there were eight (8) to ten (10) employees working at this facility. Thirteen (13) parking spaces were being provided. A covered seating area for employee use only was located on the west side of the building.

There were two (2) access points along Belt Line Road. The western driveway being located at an existing median opening and the eastern driveway being right in/right out to Belt Line Road. These were existing driveway openings and drive aisles. Access was allowed between the subject property and the surrounding properties through existing access easements. Site circulation through and around the site was two-way circulation. Customers entering the site would be required to enter at the driveway along the west property line and circulate in a counter-clockwise fashion into the drive-through lanes, around the building, and then exiting out the western driveway. There was an exit-only at the south end of the drive aisle along the west side of the building near the entrance to the drive-through lanes. This would allow for someone to exit the site should they decide they do not want to go through the drive-through. This also ensured all customers were entering the site for stacking at the same location.

Mr. Shacklett presented the building elevations, stating the building would be a prefabricated building that was fully finished on the exterior and interior. The applicant would speak more

to the elevations during their presentation as some changes had been made. The proposed exterior façade materials included a combination of fiber cement panels to replicate the look of brick and stone, architectural metal panels and painted steel canopies and roof elements. Painted metal louvered screens would be used to screen rooftop equipment. He further commented that due to House Bill (HB 2439) that was passed on September 1, 2019, precluded the City from enforcing the masonry requirements of the City's Zoning Ordinance.

Mr. Shacklett provided a summary of the request which included.

Mr. Shacklett concluded his presentation stating there had been no correspondence received in favor or in opposition to the request, then made himself available for questions.

Chairman Marsh asked for clarification on how long the site had been vacant.

Mr. Shacklett responded The Velvet Snout relocated from the location in 2020 to a location on Hampshire Lane.

Chairman Marsh asked about the green space on the site plan exhibit and was it representative of proposed landscaping.

Mr. Shacklett stated the areas were representative of landscaped areas, and it could include turf, xeriscaping, or planting beds Paving would not be allowed. Staff had not had specific discussions with the applicant regarding the landscape design, however, these areas would be required to meet City requirements for landscaped area.

Chairman Marsh inquired about a comparison between how much landscaping was currently provided versus what was proposed.

Mr. Shacklett stated the minimum required landscaping was 7%. The applicant was proposing 25% landscaping. The existing site was sparsely landscaped. There was no landscape buffer along Belt Line Road and very minimal landscaping along the other three (3) edges of the site.

Chairman Marsh commented that there was a left turn lane on westbound Belt Line Road that provided access to the western driveway. There were traffic signals at both Plano Road and Glenville Drive, and the site was mid-block between these intersections allowing for easy access to the site traveling westbound on Belt Line Road. Additionally, there were two (2) exit points; one on the west driveway and the other on the east driveway. On the western driveway, you would be able to make a left turn to go west on Belt Line Road but not from the eastern driveway.

Mr. Shacklett concurred with Chairman Marsh's comments. He also clarified that the eastern driveway was right in/right out.

With no further questions for staff, Chairman Marsh asked the applicant to come forward to make his presentation.

Mr. Brandon Layman, 3719 Pageant Place, Dallas, Texas came forward to speak on behalf of the request. Mr. Layman spoke on behalf High Octane Joe's who was the North Texas Franchisee for Seven Brew Coffee. He stated the concept was new within the North Texas area but was born out of a desire to change the landscape of drive-through coffee by creating a fun, atmosphere around what was typically a transactional exchange. They do this by employing their crew members (Brew Crew) throughout their drive-through lanes to act as ambassadors for the brand and engage directly with customers. The concept began in 2017 in Rogers, Arkansas. Currently there were thirty-three (33) open locations. The most recently opened location and nearest location was in Grand Prairie, Texas.

Mr. Layman went on to clarify that the building would be built from the ground up and not a prefabricated building. He stated the building would look the same as the elevations that were presented. He thanked staff and the Commission for the opportunity to speak and made himself available for questions.

Chairman Marsh commented that he visited Seven Brew Coffee's website, and there appeared to be lots of energy and a fun atmosphere for which to provide service to customers. He asked if there were outdoor speakers or music at their sites.

Mr. Layman responded no, there were no outdoor speakers or music. Additionally, he commented they did not have traditional menu boards with speakers either.

Commissioner LaCour asked where the menus were displayed.

Mr. Layman responded a customer would be able to view a menu with their phone through a QR Code as they are going through the drive-through lanes. The concept was digital. There would also be a series of posters that would have the menu items displayed.

Commissioner Southard asked if there was an app that provided the menu.

Mr. Layman responded there is not currently an app available. He stated the website has a link where one can pull up the menu.

Commissioner Beach asked if food was also served.

Mr. Layman responded only coffee and other types of beverages were served.

Commissioner Roberts asked how many regional locations were open.

Mr. Layman responded there would be three (3) locations to include Grand Prairie, Mansfield and Waxahachie, Texas open by the end of the year.

Commissioner Roberts asked which locations were currently open.

Mr. Layman responded Grand Prairie and Longview were the only locations open in the area.

Chairman Marsh asked where the remainder of the thirty-three (33) restaurants were located.

Mr. Layman responded the restaurants were located in Texas, South Carolina, Arkansas, Kansas, and Missouri.

Chairman Marsh asked how a decision was made to locate in Richardson.

Mr. Layman responded they locate where the business is and that they hope to develop more locations throughout the D/FW area.

Commissioner Roberts asked the applicant if the Grand Prairie location was operating to plan.

Mr. Layman responded, yes.

With no further questions for the applicant, Chairman Marsh opened the public hearing and asked if there was anyone that wanted to speak in favor or opposition to the request.

Seeing none, Chairman Marsh asked for further deliberation or a recommendation from the Commission.

Chairman Marsh commented on previous discussions regarding drive-through restaurants at or near the Belt Line Road and Plano Road intersection and that the properties on either side of this property were drive-through restaurants. He stated he felt the application was an interesting concept and that the current vacant building had become a bit of an eyesore. He liked the fact that the site would have more landscaping on the property than what currently existed. He stated the movie theater to the south would likely pose minimal congestion during peak hours for either use, and there were other forms of egress from the movie theater site and surrounding properties. He felt it was a good concept and would be supporting the application.

Commissioner Southard asked the applicant about their timeframe for developing and opening the restaurant.

Mr. Layman responded as soon as they receive approvals from City Planning Commission and City Council, they would be moving forward with development plans, permit submittal, and construction as soon as possible.

Commissioner Beach commented he would like to see a building and piece of land occupied as opposed to being vacant. This business model made sense for the area and the surrounding businesses.

Commissioner Roberts commented that the intersection was a very busy one; however, having traveled through there at various times of day, he had no issues with traffic. He felt the addition of this business would not negatively impact the traffic in the area.

Motion: Commissioner Roberts made a motion to close the public hearing and recommend approval of Zoning File 22-13 – Special Permit – Seven Brew Coffee as presented. Seconded by Commissioner Beach. Motion Passed 7-0.



STAFF REPORT

TO: City Council

THROUGH: Sam Chavez, AICP, Director of Development Services *SDC*

FROM: Chris Shacklett, Assistant Director of Development Services-Planning **CS**

DATE: December 12, 2022

RE: Zoning File 22-13: Special Permit – Seven Brew Drive-through Restaurant

REQUEST

Approval of a Special Permit for a restaurant with drive-through service and to rescind Ordinance 4250, a Special Permit for a dog daycare and boarding facility. The site is located at 1230 E. Belt Line Road, on the south side of Belt Line Road, west of Plano Road.

APPLICANT/ PROPERTY OWNER

Sydney Foster, Kirkman Engineering / Brian Waxler, GMC Pursuit JV, LLC

EXISTING DEVELOPMENT

The site is located on a 0.62-acre lot currently developed with a 3,838-square foot building that was previously occupied by the Velvet Snout, a dog daycare and boarding facility, which included an outdoor dog play area along the south property line. The Velvet Snout relocated in 2020, and the building has been vacant since that time.

ADJACENT ROADWAYS

E. Belt Line Road: Six-lane divided arterial; 19,800 vehicles per day on all lanes, eastbound and westbound, west of Plano Road (May 2021).

N. Plano Road: Six-lane divided arterial; 30,500 vehicles on all lanes, north and southbound, north of Belt Line Road (May 2021).

SURROUNDING LAND USE AND ZONING

North: Retail/Commercial; C-M Commercial South: Retail/Commercial; LR-M(2) Local Retail East: Retail/Commercial; LR-M(2) Local Retail West: Retail/Commercial; LR-M(2) Local Retail

FUTURE LAND USE PLAN

Community Commercial:

Community Commercial includes retail centers with multiple anchors, mid-rise office, entertainment and hospitality uses. The trade area for these districts extends beyond the immediate neighborhood, sometimes to the City as a whole or even beyond Richardson's boundaries.

Future Land Uses of Surrounding Area:

North: Community Commercial South: Community Commercial East: Community Commercial West: Community Commercial

EXISTING ZONING

The subject property is zoned LR-M(2) Local Retail District per Ordinance 1060. A Special Permit, Ordinance 3557, was originally granted in 2006 to allow a dog daycare and boarding facility. In 2017, the Special Permit was amended per Ordinance 4237 to allow a change in ownership. In 2018, the Special Permit was amended again per Ordinance 4250 to allow the use without restriction to a specific owner. Ordinance 4250 would be rescinded with approval of the Special Permit for a restaurant with drive-through service.

TRAFFIC/INFRASTRUCTURE IMPACTS

The proposed request will not have a significant impact on the surrounding roadway system nor impact existing utilities in the area. A traffic impact analysis was not required; a trip generation comparison between the proposed use and current allowed uses demonstrated the proposed use would not generate more trips compared to other allowed uses such as a restaurant without drive-through service. Additionally, many of the trips would be "pass-by" trips meaning that a majority of trips to the site would already be on the roadway, passing by the site.

STAFF COMMENTS

Background

The site was developed in 1985 as a 3,838-square foot restaurant. In 2006, a Special Permit was granted to allow a dog daycare and boarding facility, The Velvet Snout. The Special Permit was amended in 2017 and 2018 to modify conditions related to the owner and operator of the use. The facility, which included a 675-square foot outdoor play area, occupied this location until relocating in 2020. The building has been vacant since that time.

Request:

The applicant is proposing to develop a 660-square foot restaurant with drive-through service. Although a restaurant use is allowed by right, any restaurant that provides drive-through service requires approval of a Special Permit. The restaurant, Seven Brew Coffee, provides a variety of

beverages including coffee, energy drinks, tea, smoothies and shakes. Service is provided only through the drive-through; there is no indoor seating or walk-up service. An outdoor seating area is provided on the west side of the building, but it is for employee use only.

The facility will utilize a dual drive-through configuration that accommodates thirteen vehicles (13) within the drive-through lanes. There will be no menu board in the drive-through lanes; instead, orders will be taken by employees with handheld devices or tablets who are stationed in the drive-through lanes. These team members are also able to direct traffic in the drive-through lanes to ensure proper on-site vehicle stacking. The proposed hours of operation are 5:30 a.m. to 10:00 p.m. (Sunday through Thursday) and 5:30 a.m. to 11:00 p.m. (Friday and Saturday). The applicant has stated that there are eight (8) to ten (10) employees per shift depending on the time of day.

Proposed Development:

- Building Area: 660-square foot drive-through only coffee shop with no interior seating or walk-up window. A canopy will also be constructed and will cover an employee only outdoor seating area on the west side of the building and a portion of the drive-through lanes on the east side of the building.
- Building Materials: The proposed exterior façade materials include a combination of fiber cement panels (to replicate the look of brick and stone), architectural metal panels and painted steel canopies and roof elements. Painted metal louvered screens will be utilized to screen rooftop equipment.
 - O Due to House Bill (HB 2439) effective September 1, 2019, Texas cities can no longer adopt or enforce ordinances that prohibit or limit, directly or indirectly, the use of or installation of a building product or material in the construction, renovation, maintenance or other alteration of a residential or commercial building if the building product or material is approved for use by the Building Code. *The proposed materials are approved in the Building Code*.

• Height: 1-story building, 19'8" to top of roof / Maximum twenty-five (25) feet allowed for 1-story building.

• Front Setback: 49-foot along Belt Line Road proposed / Minimum 40-foot required.

• Floor Area Ratio: 0.025:1 proposed / Maximum 0.50:1 allowed.

• Landscaping: 25.1% proposed / Minimum 7% required.

• Parking Spaces: 13 provided / 7 Minimum required.

• Stacking: Thirteen (13) vehicle stacking spaces provided within the dual drivethrough lanes. Additional stacking can be accommodated on-site.

Site Related Considerations:

<u>Site Access</u> – No changes are proposed to the existing access points along Belt Line Road. The driveway at the northwest corner of the site provides access to the existing median opening while the driveway to the east of the subject property provides right in/right out access to Belt Line Road. Both driveways are accessible through existing access easements that allow access between the subject property and surrounding properties.

<u>Site Circulation</u> – Vehicles entering the drive-through lanes will be required to enter at the northern most driveway along the west property line. The driveway opening located near the entrance to the drive-through lanes is for exit only to the east/west drive aisle on the south side of the property. Signage is typically provided on-site at key locations to inform vehicular traffic of the proper circulation route. Additionally, since staff will be located within the drive-through areas to take orders, they can also assist in directing traffic and managing vehicle stacking.

<u>Drive-through Stacking</u> – The Comprehensive Zoning Ordinance does not include a standard requirement for the number of stacking spaces for a drive-through facility. Staff directed the applicant to provide as many stacking spaces in the dedicated lanes as possible to mitigate the prospect of vehicle stacking into drive aisles. The entrance to the proposed drive-through lanes is located approximately 180 feet south of the Belt Line Road driveway at the northwest corner of the site and approximately eight-five (85) feet from the entrance to the site located along the west property line. Approximately eighteen (18) vehicles can stack within the drive-through lanes and the area along the west side of the building before backing into the shared driveway along the west property line of the subject property.

Staff also requested the applicant to estimate their anticipated AM peak hour trips. Based on the applicant's estimate, approximately sixty (60) customer arrival trips would be expected during their peak hour of 8:00 a.m. to 9:00 a.m. The Institute of Transportation Engineers (ITE) trip generation calculation for a dual-lane restaurant with drive-through service only is forty-five (45) AM arrivals in the peak hour.

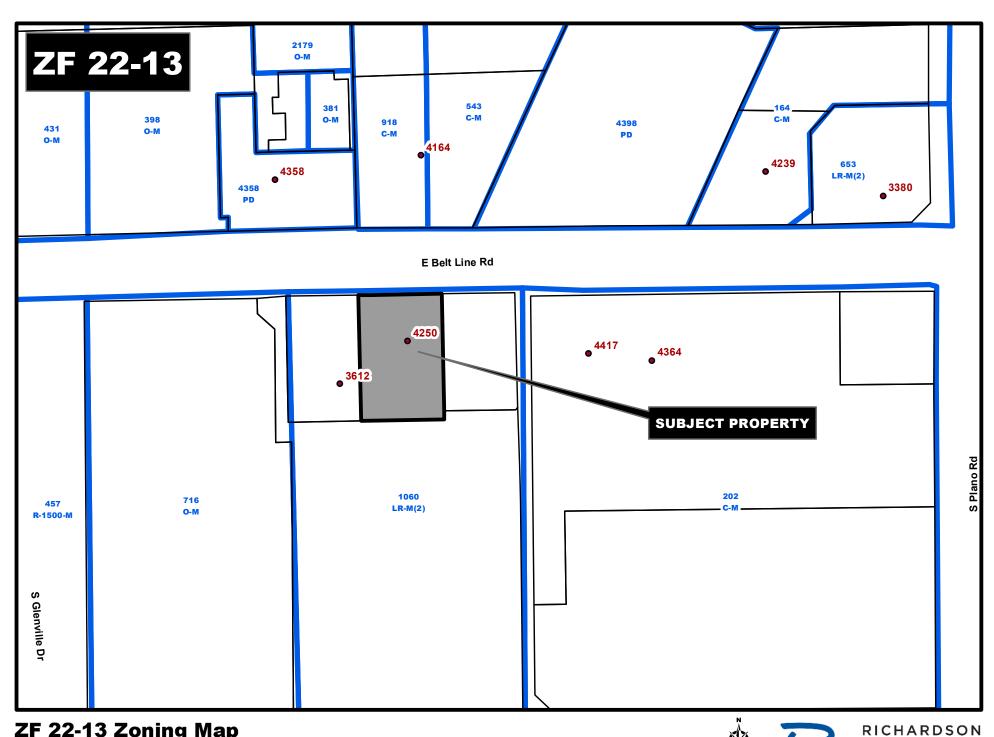
The applicant states a customer's time from arrival at the drive-through to exiting the drive-through lane is approximately 5 minutes and 31 seconds. Based on their estimated sixty (60) arrival trips in the AM peak hour, the applicant expects that one (1) vehicle per minute will enter the site and that the stack would be approximately six (6) vehicles at any given time during the AM peak hour. Therefore, thirteen (13) spaces within the drive-through lanes appears to be adequate to handle peak stacking periods, and any overflow out of the drive-through lanes should be accommodated on-site.

<u>Parking</u> – The subject property is required to provide seven (7) parking spaces; thirteen (13) spaces are provided. Although service is available through the drive-through lanes only, the applicant has stated the restaurant will be staffed with up to ten (10) employees at peak times to provide quick and efficient drive-through operations. The dumpster was relocated from the southeast corner of the site to the southwest corner to provide additional parking to ensure adequate employee parking during peak times.

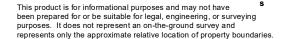
Correspondence: To date, staff has not received any correspondence related to the request.

Motion: On November 15, 2022, the City Plan Commission recommended approval of the applicant's request by a vote of 7-0, subject to the following conditions:

- 1. Ordinance 4250 shall be rescinded.
- 2. A Special Permit is hereby approved for a restaurant with drive-through service only and shall be developed in substantial conformance with the Concept Plan attached hereto as Exhibit "B", and Building Elevations attached hereto as Exhibits "C-1" and "C-2" subject to the following conditions:
 - a. No other person, company, business, or legal entity may operate a restaurant with drive-through service on the property other than Seven Brew Drive-through Coffee. The Special Permit automatically terminates upon the change in ownership or operator, in accordance with Article XXII-A, Section 7 of the Comprehensive Zoning Ordinance, as amended.
 - b. The Special Permit shall expire and terminate, and this Ordinance be of no further effect in accordance with Article XXII-A, Section 7 of the Comprehensive Zoning Ordinance, as amended.



ZF 22-13 Zoning Map Special Permit - 7 Brew Coffee 1230 E. Belt Line Road



TEXAS

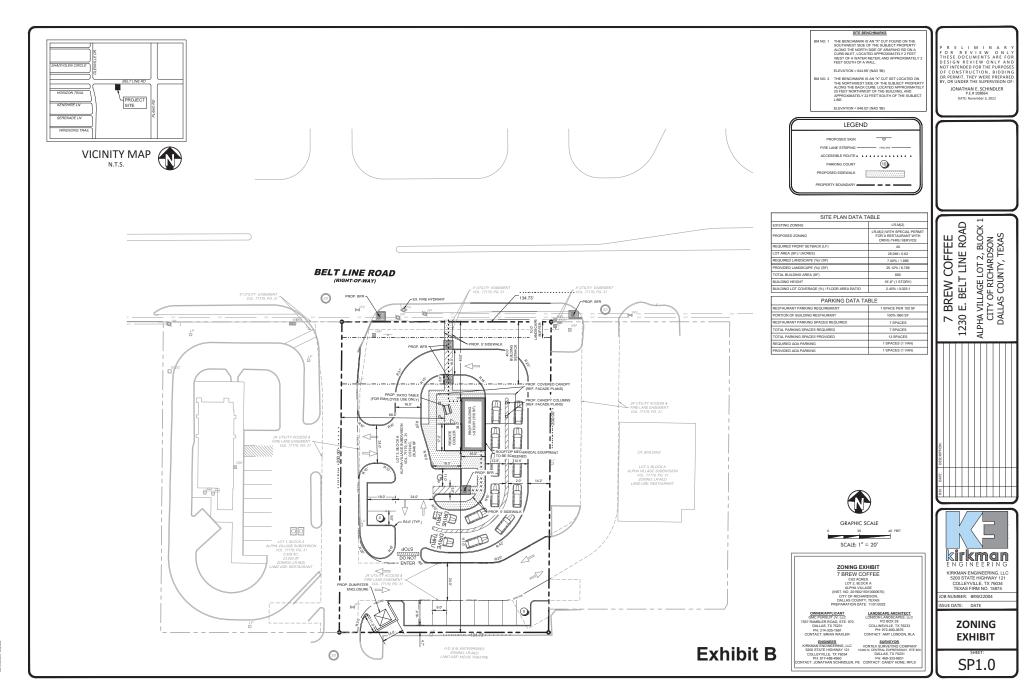


ZF 22-13 Aerial Map Special Permit - 7 Brew Coffee 1230 E. Belt Line Road









MATERIAL PERCENTAGES

P-TO STANDING SEAM POOF BLUE PAINTED STEEL -ARCHITECTURAL METAL PANEL 0 LOUVERED SCREENING DEVICE IS 1'-0" TALLER THAN HEIGHT OF MECHANICAL EQUIPMENT SCREEN RTU BEHIND LOUVERED SCREEN **①**-TO PARAPET BLUE В \sim PAINTED STEEL BLUE PAINTED 0 (A) - STEEL GRAY **BLACK** NICHIHA NICHIHA FIBER FIBER CEMENT CEMENT PANELS **PANELS** FINISH FLOOR

SOUTH (BACK) FACADE MATERIAL PERCENTAGES:

 METAL PANEL:
 3%

 LOUVERED SCREEN:
 8%

 (PL-1) FIBER CEMENT PANELS:
 31%

 (PL-2) FIBER CEMENT PANELS:
 33%

 PAINTED STEEL:
 25%

SOUTH (BACK) FACADE

€ T.O. STANDING SEAM ROOF 19' - 7 7/8" BLUE PAINTED GRAY STEEL **NICHIHA** (D) (D) FIBER CEMENT **PANELS** GRAY -G NICHIHA FIBER CEMENT BLUE (A) **PANELS** PAINTED STEEL XXXBLUE PAINTED STEEL **BLACK** NICHIHA FIBER CEMENT PANELS —(H) NORTH (FRONT) FACADE

NORTH (FRONT) FACADE MATERIAL PERCENTAGES:

(PL-1) FIBER CEMENT PANELS: 12% (PL-2) FIBER CEMENT PANELS: 63% PAINTED STEEL: 25%

Exhibit C-1

PREFABRICATED BUILDING

THIS BUILDING IS BEING FABRICATED IN A CONTROLLED ENVIRONMENT AND TRANSFERRED TO THE JOB SITE. A MET PARTY INSPECTION GROUP HAS BEEN BY A MET AND A MET AND

NOTE:

SIGNAGE FOR ILLUSTRATIVE PURPOSES ONLY. SUBJECT TO BUILDING INSPECTION REVIEW AND APPROVAL.

EXTERIOR ELEVATION MATERIALS LEGEND Note Number A NICHHA SANDSTONE - PANEL (PL-2) B NICHHA MIDNIGHT BRICK: PANEL (PL-1) C REGAL BLUE BRAKE METAL FASICI (MP-2) D REGAL BLUE SARAK METAL FASICI (MP-2) E REGAL BLUE STANDING SEAM ROF PANELS (MP-3) F REGAL BLUE STANDING SEAM ROF PANELS (MP-3) F REGAL BLUE STANDING SEAM ROF PANELS (MP-3) SIGN CONTRACTOR HOLD STOREFRONT SIGN: SUPPLIED AND INSTALLED BY SIGN CONTRACTOR HOLD STOREFRONT SIGN: SUPPLIED AND INSTALLED BY JOHARCOAL BRAKE METAL CAP (MP-4) L ILLUMINATED STOREFRONT SIGNAGE BY SIGN CONTRACTOR M METAL SIDING (MP-1) N SURPRACE MOUNTED SIGNAGE BY P PAINTED STEEL GATE: CHARCOAL PP PAINTED STEEL GATE: CHARCOAL PAINTED METAL COUVERED SCREEN TO MATCH MP-1



MATERIAL PERCENTAGES

WEST (SIDE) FACADE MATERIAL PERCENTAGES:

LOUVERED SCREEN: 3% (PL-1) FIBER CEMENT PANELS: 7% (PL-2) FIBER CEMENT PANELS: 78% PAINTED STEEL: 12%

WEST (SIDE) FACADE

BLUE PAINTED

STEEL

GRAY NICHIHA FIBER CEMENT

PANELS

BLACK

FIBER

NICHIHA

CEMENT

<u>G</u>-

T.O. STANDING SEAM ROOF BLUE PAINTED LOUVERED STEEL SCREEN RTU BEHIND LOUVERED SCREEN BLUE PAINTED BLUE STEEL (A) PAINTED STEEL 0 GRAY NICHIHA FIBER CEMENT N \bigcirc **PANELS** BLACK NICHIHA **FIBER** B CEMENT FINISH FLOOR PANELS 7 BREW IS DRIVE-THRU SERVICE ONLY. DOORS ARE UTILIZED TO ALLOW THE "BREW CREW" TO EXIT BUILDING TO TAKE ORDERS AND DELIVER BEVERAGES.

(A)

7 BREW IS DRIVE-THRU SERVICE ONLY. DOORS ARE UTILIZED TO ALLOW THE "BREW CREW" TO EXIT BUILDING TO TAKE ORDERS AND DELIVER BEVERAGES.

BREW

PREFABRICATED BUILDING

THIS BUILDING IS LEST OF ARREATED IN A CONTROLLED ENVIRONMENT AND TRANSFERRED TO THE ARE SITE. ALM PARY INSECTION REGULE HAS SEEN ENAGGED TO CONDUCT THE INSPECTION OF ALL FARRICATION WITHIN THE 7 BREW. ENAGGED TO CONDUCT THE INSPECTION OF ALL FARRICATION WITHIN THE 7 BREW. BUILDING, PLUMBING AND ELECTRICAL REFERENCE BUILD AND INSTALL MANUAL FOR REPORT AND CONSTRUCTION METHODS AND PROCEDURES.

NOTE:

T.O. STANDING SEAM ROOF

LOUVERED

TO PARAPET

SCREEN

PAINTED STEEL

GRAY

FIBER

NICHIHA

CEMENT

PANELS

SCREENING DEVICE IS 1'-0" TALLER THAN HEIGHT OF MECHANICAL EQUIPMENT

 $\sum \sum$

(A)

RTU BEHIND LOUVERED SCREEN

SIGNAGE FOR ILLUSTRATIVE PURPOSES ONLY. SUBJECT TO BUILDING INSPECTION REVIEW AND APPROVAL.

EXTERIOR ELEVATION MATERIALS LEGEND							
Note Number	Note Text						
	NICHIHA SANDSTONE - PANEL (PL-2)						
	NICHIHA MIDNIGHT BRICK - PANEL (PL-1)						
С	REGAL BLUE BRAKE METAL FASCIA (MP-2)						
D	REGAL BLUE SOFFIT PANELS (MP-2)						
E	REGAL BLUE STANDING SEAM ROOF PANELS (MP-3)						
	REGAL BLUE (MP-2) CANOPYCOLUMN (TYP)						
G	ROUND STOREFRONT SIGN; SUPPLIED AND INSTALLED BY SIGN CONTRACTOR						
	1/4" THICK ACRYLIC SIGNAGE APPLIED TO SIDING WITH VH DOUBLE SIDE TAPE						
J	CHARCOAL BRAKE METAL CAP (MP-4)						
L	ILLUMINATED STOREFRONT SIGNAGE BY SIGN CONTRACTOR						
M	METAL SIDING (MP-1)						
N	SURFACE MOUNTED SIGN BOX						
0	PAINTED STEEL GATE - CHARCOAL						
P	PAINTED METAL LOUVERED SCREEN TO MATCH MP-1						



EAST (SIDE) FACADE MATERIAL PERCENTAGES:

LOUVERED SCREEN: 4% (PL-1) FIBER CEMENT PANELS: 17% (PL-2) FIBER CEMENT PANELS: 64% PAINTED STEEL: 15%

EAST (SIDE) FACADE

Exhibit C-2

Applicant's Statement Seven Brew Drive-thru Coffee 2022-11-04

Development Services Department City of Richardson, Texas 411 W. Arapaho Rd. Richardson, TX 75080

RE: Proposed Seven Brew Drive-Thru Coffee Special Permit (SP) Request 1230 E. Belt Line Rd., Richardson, TX 75081

This letter is being submitted by Sydney Foster of Kirkman Engineering ("Applicant") on behalf of High Octane Joe's (DBA Seven Brew Drive-Thru Coffee) pertaining to the property located at **1230 E. Belt Line Rd**. This property is zoned as **Local Retail, LR-M(2)**. Below is a request for a Special Permit for a *Restaurant with drive-through or curb service* at this location.

The existing structure is currently a one-story stone/stucco, non-inhabited building, the former 'The Velvet Snout' location. The site is comprised of asphalt parking lot, an outdoor fenced-in pet play area at the rear (south) of the property and a clothing donation kiosk in the parking lot, near the western lot boundary. Existing landscaping includes a mix of large trees near the rear of the property and small trees along the western landscape buffer. There is an existing 'The Velvet Snout' pole sign at the NW corner of the property (along the Belt Line frontage) and two trash enclosures at the SE corner, one within the property boundary and the other immediately outside the property.

The proposed development is a new, prefabricated +/-660 sq. ft. Prototype Drive-thru Seven Brew Coffee Shop located on a **26,946 sq. ft (+/- 0.619 acre)** site at 1230 E. Belt Line Rd. This project consists of nine (12) surface-level parking spaces, including one (1) van accessible stall, which serve a prefabricated structure, drive-thru canopy, and an outdoor, employee-only patio. A trash enclosure, screened to match the building, and an exterior-access walk-in cooler, that is connected to the building, will be constructed, or installed, as part of this project. Access to Seven Brew's dual-lane Drive-Thru is proposed from the shared drive along the western lot boundary via a two-way curb cut; the layout will also provide a curb cut to facilitate cross access along the south side of the property with the adjacent property to the east. The building is constructed in a controlled manufacturing facility and shipped to the site, fully finished on the exterior and interior, where it is set in place on a concrete stem-wall and footing foundation. The exterior finishes boast a combination of Nichiha thin brick wainscot and vertically corrugated metal wall panels with a radial standing seam roof, painted exposed metal canopy and anodized aluminum storefront system.

The proposed prefabricated building is used for operations and preparation of menu items only; furthermore, it is not open to the public, making **drive-thru capabilities integral to the operation and success of Seven Brew Coffee.**

As a Drive-Thru Only Coffee Concept, Seven Brew focuses on speed and quality in serving their customers in their vehicles. Each of Seven Brew's locations utilizes dual-lane drive-thrus, from entry to exit, to facilitate efficient queuing and drive-thru operations. With an average processing time of 5 minutes and 31 seconds, from arrival in the drive-thru to drive-thru exit, Seven Brew's speed of service is among the best in the industry. Team members (also referred to as the "Brew Crew") are deployed with handheld devices or tablets to take orders (in lieu of Menu Boards); team members ensure one-onone service is provided at each vehicle. Additionally, team members direct Drive-Thru traffic and manage vehicle stacking on site. It is anticipated that Seven Brew will experience an arrival rate of 60 vehicles/hour during its peak hour, which is expected to occur between 8:00am and 9:00am.

Considering one vehicle enters the site per minute and the first vehicle is serviced at a rate of 5 minutes and 31 seconds, there will be approximately five to six vehicles in the drive-thru stack when the first vehicle departs with its beverages, which would begin a cyclical processing of one vehicle per minute thereafter, meaning the drive-thru stack is anticipated to sustain an average of five to six vehicles during the peak hour. Provided Seven Brew is proposing a drive-thru configuration that supports a total vehicle stack of thirteen, it is expected that stacking will remain onsite during the peak hour.

Standard hours of operation are 5:30am - 10pm, Sunday through Thursday, and 5:30am - 11pm, Friday & Saturday. Forty (40) full- and part-time team members will be employed, with an average of nine team members per shift (eight (8) during non-peak shifts and ten (10) during peak shifts). Seven Brew prides itself on its industry-leading wages, resulting in minimal employee turnover.

The Special Permit Zoning Exhibit submitted with this application includes a Conceptual Site Plan. The Site Plan is intended to show the overall proposed layout of the site, illustrating the dual-lane drive thru, as well as the observation of dimensional zoning requirements.

About Seven Brew Coffee

"Seven Brew was born from a desire to change drive-thru coffee into a fun, mind-blowing experience for everyone. We dreamed of serving premium coffee in record time and making new friends while we're at it. The dream came alive with our first 'stand' in Rogers, AR and our 7 original coffees.

From coffee to energy drinks, to tea, to smoothies, and shakes, Sevem Brew has a variety of beverages. Customizable options include adding extra espresso, sugar free, more or less sugar, milk choices, too."

Seven Brew began in 2017 in Rogers, AR, and has flourished into 21 open and operating locations across five states, with its first Texas location in Longview, Texas, which opened in February 2022. Seven Brew is a franchise-owned and -operated business with aggressive growth goals over the coming years. Seven

Applicant's Statement Seven Brew Drive-thru Coffee 2022-11-04

Brew aims to bring its contagious, high energy service and interactive experience to the great City of Richardson.

Genuinely, **Sydney Foster**Kirkman Engineering

An application has been received by the City of Richardson for a:

SPECIAL PERMIT

File No.: ZF 22-13

Applicant: Sydney Foster, Kirkman Engineering

Location: (See map on reverse side)

Request: ZF 22-13 Special Permit – Seven Brew Coffee: Consider and act on

a request to rescind Ordinance 4250, a Special Permit for a dog daycare and boarding facility, and for approval of a Special Permit for a restaurant with drive-through service, on a 0.62-acre lot currently zoned LR-M(2) Local Retail, located at 1230 E. Belt Line Road, on the south

side of Belt Line Road, west of Plano Road.

The City Plan Commission will consider this request at a public hearing on:

TUESDAY, NOVEMBER 15, 2022 7:00 p.m. Richardson ISD Administration Building 400 S. Greenville Avenue Richardson, Texas 75081

This notice has been sent to all owners of real property affected by the zoning request and those who are within 200 feet of the request; as such ownership appears on the last approved city tax roll.

Process for Public Input: Individuals attending the meeting will be allocated a maximum of 3 minutes each to address the City Plan Commission to express whether they are in favor or opposed the request.

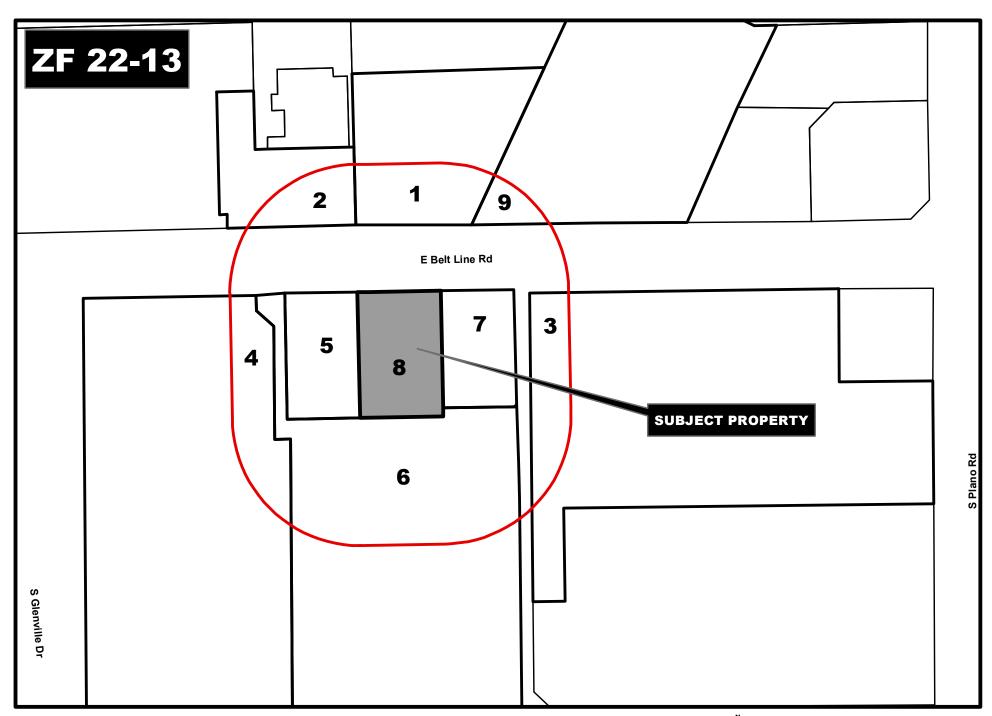
Persons not attending the meeting who would like their views to be made a part of the public record may send signed, written comments, referencing the file number above, prior to the date of the hearing to: Dept. of Development Services, PO Box 830309, Richardson, TX 75083 or by utilizing the Public Comment Card at https://www.cor.net/PublicCommentForm.

The City Plan Commission may recommend approval of the request as presented, recommend approval with additional conditions, or recommend denial. Final approval of this application requires action by the City Council.

Agenda: The City Plan Commission agenda for this meeting will be posted on the City of Richardson website the Saturday before the public hearing. For a copy of the agenda, please go to: http://www.cor.net/index.aspx?page=1331.

For additional information, please contact the Dept. of Development Services at 972-744-4240 and reference Zoning File number ZF 22-13.

Date Posted and Mailed: November 4, 2022



ZF 22-13 Notification Map Special Permit - 7 Brew Coffee 1230 E. Belt Line Road



1-MCDONALDS CORP 42 137 % WN ENTERPRISES PO BOX 182571 COLUMBUS, OH 43218 4-TWIN RIVERS RES LLC

2-VICTORY SHOPS RICHARDSON SQ LLC 8001 LBJ FRWY STE 400 DALLAS, TX 752511383 3-DUANE TEXAS PROPERTIES LLC 4001 N JOSEY LN STE 200 CARROLLTON, TX 75007

4-TWIN RIVERS RES LLC %MIKE THOMPSON 201 S GLENVILLE DR STE 350 RICHARDSON, TX 75081 5-NATIONSBANK OF TX NA %HOWARD A COMPTON JR 7577 RAMBLER RD #970 DALLAS, TX 75231 6-SP & DAUGHTERS CINEMA LLC 6850 TPC DR STE 108 MCKINNEY, TX 75070

7-CHEUNG PUN LLC 1240 E BELTLINE RD RICHARDSON, TX 750813707 8-NCNB TEXAS TRUST REAL EST 6 ODC 7577 RAMBLER RD #970 DALLAS, TX 75231 9-EBLR LLC 4083 S BARLETTA WAY MERIDIAN, ID 83642

SYDNEY FOSTER
KIRKMAN ENGINEERING
5200 STATE HWY 121
COLLEYVILLE, TX 76034

BRIAN WAXLER
GMC PURSUIT JV, LLC
7557 RAMBLER RD, STE 970 DALLAS, TX
75231

ZF 22-13 SEVEN BREW COFFEE

ORDINANCE NO. 4250

AN ORDINANCE OF THE CITY OF RICHARDSON, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND ZONING MAP OF THE CITY OF RICHARDSON, AS HERETOFORE AMENDED, TO GRANT A CHANGE IN ZONING BY GRANTING A SPECIAL PERMIT FOR A DOG DAYCARE AND BOARDING FACILITY IN AN LR-M (2) LOCAL RETAIL DISTRICT, WITH SPECIAL CONDITIONS FOR THE PROPERTY LOCATED AT 1230 E. BELT LINE ROAD, IN THE CITY OF RICHARDSON, TEXAS, BEING MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" AND AS DEPICTED ON THE CONCEPT PLAN ATTACHED AS EXHIBIT "B" HERETO; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE. (ZONING FILE 18-01).

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, to grant a change in zoning by granting a special permit for a dog day care and boarding facility with special conditions in an LR-M (2) Local Retail District for the property located at 1230 E. Belt Line Road in Richardson, Texas, 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 dog daycare and boarding facility is hereby conditionally granted subject to the following special conditions:

1. A Special Permit shall be granted for a dog day care and dog boarding establishment depicted on the attached Concept Plan, marked as Exhibit "B" and made a part thereof.

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 subject to the special conditions.

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

SECTION 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 9th day of April 2018.

APPROVED:

MAYOR

APPROVED AS TO FORM:

(PGS:3-27-18:TM 975160

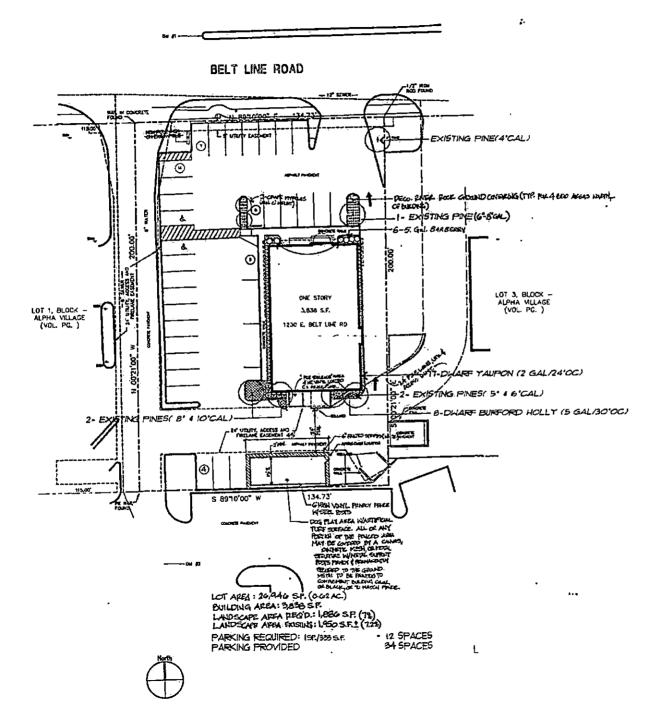
CORRECTLY ENROLLED:

CITY SECRETARY

EXHIBIT "A" LEGAL DESCRIPTION ZF 18-01

BEING all of Lot 2, Block 1, Alpha Village Addition, an addition to the City of Richardson, Texas according to the plat recorded in Volume 87237, Page 5228, Deed Records, Dallas County, Texas.

EXHIBIT "B"



RESOLUTION NO. 22-30

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RICHARDSON, TEXAS, REQUESTING THE MEMBERS OF THE 88TH LEGISLATIVE SESSION OF THE STATE OF TEXAS AND THE 118TH SESSION OF THE UNITED STATES CONGRESS SUPPORT THE CITY OF RICHARDSON LEGISLATIVE AGENDA; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the 88th Texas Legislative Session convenes on January 10, 2023, and the 118th United States Congress convenes on January 3, 2023, and both will be considering issues of interest and importance to the City of Richardson; and

WHEREAS, the City of Richardson desires to adopt a Legislative Agenda that is consistent with the mission and vision of the City and in the best interest of the public it serves; and

WHEREAS, local control is local elected officials tasked with raising funds and providing services to respond to the individual and market driven needs of the unique community they serve; and

WHEREAS, City staff and legal counsel will work under the direction of the City Council to affirmatively pursue the City of Richardson's Legislative Agenda; and

WHEREAS, the City of Richardson's Legislative Agenda is intended to be a broad policy statement on issues anticipated to be discussed during the 88th and 118th sessions, while additional items will be more specifically reviewed by the City Council as necessary during the Legislative Session.

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

SECTION 1. That the City Council request the members of the 88th Legislature of Texas and 118th United States Congress actively pursue the items found in the City of Richardson Legislative Agenda set forth in Exhibit "A" attached hereto.

SECTION 2. 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 12th day of December 2022.

	CITY OF RICHARDSON, TEXAS
	MAYOR
APPROVED AS TO FORM:	ATTEST:
Peter G. Smith	
CITY ATTORNEY (TM 132535)	CITY SECRETARY

Exhibit A 2023 City of Richardson Legislative Agenda 88th Texas Legislature 118th United States Congress

RICHARDSON'S HIGHEST PRIORITY

The City of Richardson's highest priority is to preserve the ability for locally elected officials to govern and respond effectively and efficiently to the individual and market driven needs of its residents and other stakeholders. As a result, the City will oppose any legislative action that would erode home rule authority of municipalities or establish unfunded mandates that constrain the ability of cities to allocate scarce resources to locally determined priorities. In addition, the City will seek to restore local control eroded by prior legislation. Additionally, the City will support legislation that blocks any attempts to prohibit the authority to use public funds to communicate with legislators and state agencies as well as pay membership dues to organizations that hire lobbyists.

FISCAL MANAGEMENT

The City of Richardson is committed to financial accountability and transparency through prudent financial policies and fiscal practices. Richardson has received the highest-level award for online financial transparency by the Texas Comptroller of Public Accounts and both Moody's and Standard and Poor's rating agencies have repeatedly assigned "AAA" to the City's outstanding debt obligations for the City's strong management, financial policies and practices, and budgetary performance.

The City of Richardson will support legislation that results in greater public fiscal transparency; however, the City will oppose legislation that will limit the City's ability to be a strong fiscal steward of the resources entrusted to it by Richardson residents, businesses, and visitors.

- Oppose legislation that would impose additional revenue caps of any type including implementing further reductions to the voter-approval rate, mandatory tax rate ratification elections, reduced petition requirements, or limitations on overall expenditures to maintain local control
- Oppose legislation that would reduce the appraisal growth cap established in current law
- Oppose legislation that reduces the ability of cities to provide economic and efficient methods of financing local purchases and projects, including limiting the City's ability to control and manage its debt
- Oppose legislation that would cap or eliminate the tax exemption for municipal bonds

- Support legislation that ensures fair and equitable valuation and taxation of all real property including mandatory disclosure of purchase or sale prices of real property
- Support legislation that simplifies the notice of tax rates to the public

TRANSPORTATION

The City of Richardson is committed to being accessible by a variety of modes of transportation. As a member of Dallas Area Rapid Transit (DART), Richardson hosts several bus routes and four light rail stations, with two additional commuter rail stations planned for service in 2024. Strategically located with I-635 to the south, S.H. 190 to the north, and U.S. 75 running through the City, Richardson believes transportation supports the economy and jobs.

While recent legislative sessions have discontinued some diversions from the state highway fund, currently one-fourth of the Texas Gasoline Tax is diverted to education. Funding for highway infrastructure has eroded because the Texas Gasoline Tax is not indexed to inflation and does not account for recent increases in construction material, labor costs, and more fuel-efficient vehicles.

- Oppose legislation to increase freight truck weight limits above 80,000 pounds
- Support legislation that ensures adequate funding of statewide and regional efforts to maintain and improve multimodal transportation systems
- Support legislation that improves the safety of the statewide transportation system for all users, including controlling texting while driving, eliminating driving under the influence, lowering excessive speed limits, reducing aggressive driving, and improving bicycle and pedestrian safety
- Support legislation that discontinues diversion of transportation revenue to non-transportation purposes
- Support legislation that expands and sustains regional transportation funding options that account for economic inflation and enhanced motor vehicle fuel efficiency
- Support legislation that allows all tools necessary for successful planning and development of new and/or expanded multi-modal transportation corridors and technology
- Support legislation that encourages transportation system innovations through technology, autonomous vehicles, autonomous freight, connected vehicle infrastructure, broadband expansion to reduce congestion and improve air quality and other mobility technologies
- Support legislation that allows a robust national passenger rail system, including a
 privately financed high-speed rail solution between Dallas and Houston where
 eminent domain is used as a last resort

ECONOMIC VIBRANCY

The City of Richardson fosters a vibrant economic environment through a positive approach to development and quality municipal services and amenities. Also known as the "Telecom Corridor" due to its high concentration of high-tech innovative companies, Richardson is one of the largest employment centers in North Texas.

Richardson has shown it can provide and serve the diverse and distinct needs of its community. Cities regulate private real property through a variety of ways such as zoning and platting and prohibition of specific nuisances. The specific regulation varies based on the individual needs of the community. While there are issues that affect all Texans, the needs of Richardson residents and other stakeholders may be vastly different than the needs of residents in west Texas or on the Gulf Coast.

As such, the City of Richardson will support legislation that allows the State of Texas to address matters of statewide concern, such as predatory lending practices, as well as legislation that entrusts discretion over the use of local fees and policies to address the needs of individual communities. Richardson will also support legislation that enhances the City's ability to provide cultural and recreational amenities through state and/or federal grant funding and programming.

- Oppose legislation that limits the City's existing economic development authority
- Oppose any attempt at preempting local regulatory authority related to land-use and zoning, local amendments to model building codes, local building permit fees, and eminent domain
- Oppose legislation that further erodes municipal authority over the rights-of-way or erodes municipal authority to collect reasonable compensation for the use of rights-of-way
- Support legislation that would continue, maintain, protect, and/or enhance the
 utilization of state and local funds for economic and community development funds
 including the Texas Enterprise Fund, Chapter 312 and Chapter 313 Tax Code,
 Skills Development Fund, Tax Increment Financing, Section 380 Agreements, and
 other economic development tools that enable Texas to compete for projects
- Support legislation that restores equity in economic development between communities able to utilize 4A/4B sales tax and those who utilize sales tax funding for regional transportation
- Support legislation that allows cities to regulate exterior building and site materials to maintain the character, property value and economic vitality of neighborhoods and commercial districts
- Support legislation that provides resiliency, enhances, and maintains a strong electric grid
- Support legislation that promotes and/or enhances Richardson's existing arts and culture as well as recreation and leisure amenities throughout the community

- Support legislation that restricts or eliminates predatory lending
- Support legislation that requires all lenders and brokers of payday, auto title, or other consumer loans to be licensed with the State and to comply with the same standards and consumer protection laws of licensed lenders under Chapter 342 of the Texas Finance Code
- Support legislation that establishes clear instructions and the ability for citizens to
 electronically report possible violations of state regulations related to credit access
 businesses to the appropriate, identified state agency and for state officials to
 investigate and prosecute violations in a timely manner
- Support legislation that clearly defines operating standards for group homes within residential zoned areas

PUBLIC SAFETY

Richardson residents expect and deserve to be in a safe, secure, and inclusive community where they live, work, travel, and play. The City of Richardson holds a steadfast commitment to maintaining best-in-class Police and Fire Departments. We support our high standards and levels of service for our first responders by providing state-of-the-art facilities and training, and by supporting community-based programs that reflect our community's deeply held values. As such, almost 40% of the City of Richardson's general fund expenditures are for Police, Fire, and Emergency Management services.

The City of Richardson supports legislation such as state and/or federal funding that enhances the ability for local public safety to protect and serve their community, using the latest in technology and transparent, community policing policies. Richardson also supports statewide efforts to ensure criminals are efficiently and effectively processed through the judicial system.

- Support legislation that provides grant funding and/or resources to protect local law enforcement officers and enhance their ability to serve
 - Support asset forfeiture
 - Safeguard the current ability for custodial class C arrests
 - Protect Law Enforcement Officers Standards & Education (LEOSE) funds
 - Oppose legislation that decriminalizes marijuana
- Support legislation that enhances the burglary of a motor vehicle from a misdemeanor to a State jail felony
- Support legislation that addresses catalytic converter theft, to include penalty enhancements, and better regulation of selling, purchasing, and possession of used catalytic converters

- Support legislation that requires a DNA sample from all suspects who are arrested for a Class B misdemeanor or higher
- Support legislation that enhances collection of court-imposed restitution
- Support legislation that prioritizes the manufacturing of public safety vehicles

ENVIRONMENT

The City of Richardson promotes a high quality of life for residents and other stakeholders through its commitment to the environment through the creation of public open space and parks as well as conservation of water and other natural resources. Richardson has a variety of successful community programs that promote environmental stewardship.

While significant progress has been made to increase the funding for water development, the City of Richardson supports additional initiatives to continue to ensure Texans have enough water supplies to meet current and future demand with reliable and reasonably priced water. The City of Richardson also supports efforts to enhance local parks and open space amenities through state and/or federal grant opportunities.

- Support legislation that improves access and funding available to expand or enhance Richardson's existing parks and recreational opportunities
- Support legislation that accelerates the permitting process for development of new water resources in Texas, preserves water storage options, and advances viable projects in the statewide water plan

EDUCATION & WORKFORCE

The City of Richardson is located within two school districts, the Richardson Independent School District and Plano Independent School District. The Texas Legislature must design a school finance system fit for our dynamic and fast-growing State's unique characteristics. Also located within the City of Richardson, UT Dallas is a Tier One research institution that receives essential state funding for operations and for research initiatives.

- Support legislation that ensures and protects adequate funding for public school districts to meet the state's education standards
- Support legislation that allows local control for locally elected public school board trustees
- Support increases to academic institution formula funding to account for enrollment growth and inflation at UT Dallas
- Support increased funding for key research programs important to UT Dallas such as for the Texas Research Incentive Program (TRIP) to match private funds given for research and the National Research University Fund (NRUF) to provide

targeted funding to help the University on its trajectory as a major national research university

- Support legislation that appropriates and/or directly benefits public library service, including funding for TexShare databases and TexQuest programming as libraries support the workforce, education, and economic development of local communities
- Oppose legislation that erodes local control of pension, insurance, and compensation of public employees

REGIONAL & COMMUNITY COLLABORATION

The City of Richardson is committed to productive collaboration with several community partners, so all residents, businesses, and stakeholders enjoy innumerable amenities and a high quality of life and are proud to call Richardson "home."

As such, the City of Richardson will support the Legislative Agendas and initiatives of the following:

- Collin College
- Collin County
- Dallas Area Rapid Transit
- Dallas College
- Dallas County
- Dallas Regional Chamber
- Dallas Regional Mobility Coalition
- National League of Cities
- North Dallas Chamber of Commerce
- North Texas Commission
- North Texas Crime Commission
- North Texas Municipal Water District
- North Texas Tollway Authority
- Plano Independent School District
- Regional, State and Federal Offices
- Richardson Chamber of Commerce
- Richardson Independent School District

- Tech Titans
- Texas Fire Chiefs Association
- Texas Municipal League
- Texas Police Chiefs Association
- Texas Recreation and Park Society
- United States Conference of Mayors
- UT Dallas



MEMO

DATE:

December 12, 2022

TO:

Don Magner - City Manager

THROUGH:

Mark Nelson – Director of Transportation & Mobility

FROM:

Pritam Deshmukh – Asst. Director, Transportation & Mobility

SUBJECT:

Waterview Parkway and Frank Johnson Drive Advance Funding Agreement

with TxDOT

The resolution approving the terms and conditions of an Advance Funding Agreement (AFA) between the City of Richardson and Texas Department of Transportation (TxDOT) for a new traffic signal and authorizing its execution by the City Manager has been placed on the December 12, 2022 agenda for consideration by City Council.

Waterview Parkway is a major north-south arterial on the western side of the City. It also abuts the University of Dallas (UTD) Campus and provides a direct connection to SH-190 (President George Bush Turnpike) to the north. The intersection of Waterview Parkway and Frank Johnson Drive is currently controlled by a two-way stop (along Frank Johnson Drive). Based on the review of existing conditions and analysis conducted by staff a traffic signal is recommended at the intersection of Waterview Parkway and Frank Johnson Drive for the following reasons.

- Consistent with federal and state guidelines a traffic signal is warranted at this location
- The installation of a traffic signal would improve safety for pedestrians and bicyclists crossing Waterview Parkway at this intersection.
- As part of the overall UTD campus master plan a traffic signal is recommended at this location

The funding for the new traffic signal at this intersection was approved by North Central Texas Council of Government in the 4th (fourth) round of COVID-19 Infrastructure Program Grant on April 8, 2021. This grant is administrated by TxDOT who recently (November 2022) finalized the AFA (attached).

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

RESOLUTION NO. 22-31

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RICHARDSON, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN ADVANCE FUNDING AGREEMENT FOR SURFACE TRANSPORTATION BLOCK GRANT (STBG) PROGRAM PROJECT UTILIZING TRANSPORTATION DEVELOPMENT CREDITS (TDC) OFF-SYSTEM, BY AND BETWEEN THE CITY OF RICHARDSON, TEXAS, AND THE STATE OF TEXAS, ACTING BY AND THROUGH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR TRAFFIC SIGNAL IMPROVEMENTS PROJECT; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council has been presented a proposed Advance Funding Agreement for Surface Transportation Block Grant (STBG) Program Project Utilizing Transportation Development Credits (TDC) Off-System (the "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 the construction of a new traffic signal at the intersection of Waterview Parkway and Frank Johnson Drive in the City of Richardson (CSJ 0918-24-268) (Waterview at Frank Johnson 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 Surface Transportation Block Grant (STBG) Program Project Utilizing Transportation Development Credits (TDC) Off-System, 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 Agreement on behalf of the City of Richardson, Texas, and any amendments or other instruments related to the Advance Funding Agreement.

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Richardson,

Texas, on this the 12th day of December 2022.

	CITY OF RICHARDSON, TEXAS
	MAYOR
	ATTEST
	CITY SECRETARY
APPROVED AS TO FORM:	
Peter G. Smith	
CITY ATTORNEY (PGS: 8-9-21:TM 130926)	

RESOLUTION NO. 21-31 EXHIBIT "A"

TXDOT:					Federal Highway Administration:		
CSJ # 0918-24-268					CFDA No.	20.205	
District # 18-Dallas AFA ID Z00001686			CFDA Title	Highway Planning and Construction			
Code Chart 64 # 35200							
Project Name Waterview at Frank Johnson Dr				Johnson Dr	AFA No	t Used For Research & Development	

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT

For

Surface Transportation Block Grant (STBG) Program Project
Utilizing Transportation Development Credits (TDC)
Off-System

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

WITNESSETH

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

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

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

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

WHEREAS, the Texas Transportation Commission passed Minute Order Number 116073 authorizing the State to undertake and complete a highway improvement or other transportation project generally described as traffic signal improvements at the Waterview Parkway/Frank Johnson Drive intersection in Collin County. The portion of the project work covered by this Agreement is identified in the Agreement, Article 3, Scope of Work (Project), and

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

TXDOT:					Federal Highway Administration:		
CSJ # 0918-24-268					CFDA No.	20.205	
District # 18-Dallas AFA ID Z00001686			CFDA Title	Highway Planning and Construction			
Code Chart 64 # 35200							
Project Name Waterview at Frank Johnson Dr					AFA No	t Used For Research & Development	

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

AGREEMENT

1. Responsible Parties:

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

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

2. Period of the Agreement

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

3. Scope of Work

The scope of work for the Project consists of the construction of new traffic signal at the intersection of Waterview Parkway and Frank Johnson Drive in the City of Richardson.

4. Project Sources and Uses of Funds

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

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

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- B. The expected cash contributions from the federal government, the State, the Local Government, or other parties are shown in Attachment B. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission. For projects with federal funds, the State and the federal government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration (FHWA). After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.
- C. Attachment B shows, by major cost categories, the cost estimates and the party responsible for performing the work for each category. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.
- D. The State will be responsible for securing the federal and State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.
- E. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State and federal participation specified in Attachment B and for overruns in excess of the amount specified in Attachment B to be paid by the Local Government.
- F. The budget in Attachment B will clearly state all items subject to fixed price funding, specified percentage funding, and the periodic payment schedule, when periodic payments have been approved by the State.
- G. When the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State's written notification of additional funds being due.
- H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment B. Fixed prices are not subject to adjustment unless (1) differing site conditions are encountered; (2) further definition of the Local Government's requested scope of work identifies greatly differing costs from those estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.
- I. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment B. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering performed or reviewed by the State for

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the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.

- J. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.
- K. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.
- L. The State will not pay interest on any funds provided by the Local Government.
- M. If a waiver for the collection of indirect costs for a service project has been granted under 43 TAC §15.56, the State will not charge the Local Government for the indirect costs the State incurs on the Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.
- N. If the Local Government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.
- O. Where the Local Government is authorized to perform services under this Agreement and be reimbursed by the State, the Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice, in a form and containing all items required by the State, no more frequently than monthly and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.
- P. Upon completion of the Project, the State will perform a final accounting of the Project costs for all items of work with specified percentage funding. Any funds due by the Local Government, the State, or the federal government for these work items will be promptly paid by the owing party.
- Q. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- R. Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement shall be terminated immediately with no liability to either party.

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5. Termination of This Agreement

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

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

6. Amendments

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

7. Remedies

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

8. Utilities

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

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9. Environmental Assessment and Mitigation

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

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

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

10. Compliance with Accessibility Standards

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

11. Architectural and Engineering Services

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

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

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12. Construction Responsibilities

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

- A. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.
- B. If the State is the responsible party, the State will use its approved contract letting and award procedures to let and award the construction contract.
- C. If the Local Government is the responsible party, the Local Government shall submit its contract letting and award procedures to the State for review and approval prior to letting.
- D. If the Local Government is the responsible party, the State must concur with the low bidder selection before the Local Government can enter into a contract with the vendor.
- E. If the Local Government is the responsible party, the State must review and approve change orders.
- F. Upon completion of the Project, the party responsible for constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion and submit certification(s) sealed by a professional engineer(s) licensed in the State of Texas.
- G. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

13. Project Maintenance

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

14. Right of Way and Real Property

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

{If Local Government is responsible, include the following language. If State is responsible, delete the following language.}

The Local Government shall be responsible for the following:

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- A. Right of way and real property acquisition shall be the responsibility of the Local Government. Title to right of way and other related real property must be acceptable to the State before funds may be expended for the improvement of the right of way or real property.
- B. If the Local Government is the owner of any part of the Project site under this Agreement, the Local Government shall permit the State or its authorized representative access to occupy the site to perform all activities required to execute the work.
- C. All parties to this Agreement will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to the Local Government and benefits applicable to the relocation of any displaced person as defined in 49 CFR Section 24.2(g). Documentation to support such compliance must be maintained and made available to the State and its representatives for review and inspection.
- D. The Local Government shall assume all costs and perform necessary requirements to provide any necessary evidence of title or right of use in the name of the Local Government to the real property required for development of the Project. The evidence of title or rights shall be acceptable to the State, and be free and clear of all encroachments. The Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop the Project according to the approved Project plans. The Local Government shall be responsible for securing any additional real property required for completion of the Project.
- E. In the event real property is donated to the Local Government after the date of the State's authorization, the Local Government will provide all documentation to the State regarding fair market value of the acquired property. The State will review the Local Government's appraisal, determine the fair market value and credit that amount towards the Local Government's financial share. If donated property is to be used as a funding match, it may not be provided by the Local Government. The State will not reimburse the Local Government for any real property acquired before execution of this Agreement and the obligation of federal spending authority.
- F. The Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to the State for approval prior to the Local Government acquiring the real property. Tracings of the maps shall be retained by the Local Government for a permanent record.
- G. The Local Government agrees to make a determination of property values for each real property parcel by methods acceptable to the State and to submit to the State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land acquired, itemization of improvements acquired, damages (if any) and the amounts by which the total compensation will

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be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in calculating all determined values. Expenses incurred by the Local Government in performing this work may be eligible for reimbursement after the Local Government has received written authorization by the State to proceed with determination of real property values. The State will review the data submitted and may base its reimbursement for parcel acquisitions on these values.

- H. Reimbursement for real property costs will be made to the Local Government for real property purchased in an amount not to exceed eighty percent (80%) of the cost of the real property purchased in accordance with the terms and provisions of this Agreement. Reimbursement will be in an amount not to exceed eighty percent (80%) of the State's predetermined value of each parcel, or the net cost of the parcel, whichever is less. In addition, reimbursement will be made to the Local Government for necessary payments to appraisers, expenses incurred in order to assure good title, and costs associated with the relocation of displaced persons and personal property as well as incidental expenses.
- If the Project requires the use of real property to which the Local Government will not hold title, a separate agreement between the owners of the real property and the Local Government must be executed prior to execution of this Agreement. The separate agreement must establish that the Project will be dedicated for public use for a period of not less than 10 (ten) years after completion. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of the Project after completion. The separate agreement must be approved by the State prior to its execution. A copy of the executed agreement shall be provided to the State.

15. Insurance

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

16. Notices

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

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Local Government:	State:
City of Richardson	Texas Department of Transportation
ATTN: City Manager	ATTN: Director of Contract Services
P.O. Box 830309	125 E. 11 th Street
Richardson, TX 76083	Austin, TX 78701

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

17. Legal Construction

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

18. Responsibilities of the Parties

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

19. Ownership of Documents

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

20. Compliance with Laws

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

21. Sole Agreement

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

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22. Cost Principles

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

23. Procurement and Property Management Standards

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

24. Inspection of Books and Records

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

25. Civil Rights Compliance

The parties to this Agreement are responsible for the following:

- A. <u>Compliance with Regulations:</u> Both parties will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.
- B. <u>Nondiscrimination:</u> The Local Government, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- C. <u>Solicitations for Subcontracts, Including Procurement of Materials and Equipment:</u> In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this Agreement and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

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- D. <u>Information and Reports:</u> The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. <u>Sanctions for Noncompliance:</u> In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this Agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - 1. withholding of payments to the Local Government under the Agreement until the Local Government complies and/or
- 2. cancelling, terminating, or suspending of the Agreement, in whole or in part. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

26. Pertinent Non-Discrimination Authorities

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

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (pro-hibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of federal or federal-aid programs and projects).
- C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).

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- F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the federal-aid recipients, subrecipients and contractors, whether such programs or activities are federally funded or not).
- H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- I. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

27. Disadvantaged Business Enterprise (DBE) Program Requirements If federal funds are used:

- A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.
- C. The Local Government shall incorporate into its contracts with subproviders an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall submit its proposed scope of services and quantity estimates to the State to allow the State to establish a DBE goal for each Local Government contract with a subprovider. The Local Government shall be responsible for documenting its actions.
- D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the

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Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou attachments.pdf.

- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.

28. Debarment Certifications

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

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

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29. Lobbying Certification

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

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

30. Federal Funding Accountability and Transparency Act Requirements

If federal funds are used, the following requirements apply:

- A. Any recipient of funds under this Agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This Agreement is subject to the following award terms: http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf. http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf.
- B. The Local Government agrees that it shall:
 - Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than \$25,000 in federal funding. The SAM number may be obtained by visiting the SAM website whose address is: https://www.sam.gov/portal/public/SAM/
 - Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website http://fedgov.dnb.com/webform; and

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- 3. Report the total compensation and names of its top five executives to the State if:
 - i. More than 80% of annual gross revenues are from the federal government, and those revenues are greater than \$25,000,000; and
 - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

31. Single Audit Report

If federal funds are used:

- A. The parties shall comply with the single audit report requirements stipulated in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- B. If threshold expenditures of \$750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division by email at singleaudits@txdot.gov.
- C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the \$_____ expenditure threshold and therefore, are not required to have a single audit performed for FY____."
- D. For each year the Project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the Agreement, unless otherwise amended or the Project has been formally closed out and no charges have been incurred within the current fiscal year.

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32. Signatory Warranty

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

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

THE STATE OF TEXAS	THE LOCAL GOVERNMENT				
Signature	Signature				
Kenneth Stewart	Don Magner				
Typed or Printed Name	Typed or Printed Name				
Director of Contract Services	City Manager				
Typed or Printed Title	Typed or Printed Title				
Date	Date				

TxDOT:					Federal Highway Administration:		
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ATTACHMENT A LOCATION MAP SHOWING PROJECT



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ATTACHMENT B PROJECT BUDGET

Costs for construction will be allocated based on <u>100%</u> Federal funding and <u>0%</u> Local Government funding until Federal funding reaches the maximum obligated amount. The Local Government will then be responsible for 100% of the Project and direct state costs.

Description	Total Estimated		ederal cipation	State Participation			Local articipati on TDC	Local Contribution	
	Cost	%	Cost	%	Cost		Credit	%	Cost
Construction-Cat. 7 (by Local Government)	\$339,500	100%	\$339,500	0%	\$0.00		67,900	0%	\$0.00
Subtotal	\$339,500		\$339,500		\$0.00		67,900		\$0.00
Direct State Cost – Env	\$3,150	0%	\$0.00	0%	\$0.00		0.00	100%	\$3,150
Direct State Cost - Eng.	\$3,150	0%	\$0.00	0%	\$0.00		0.00	100%	\$3,150
Direct State Cost – ROW	\$3,150	0%	\$0.00	0%	\$0.00		0.00	100%	\$3,150
Direct State Cost – UTL	\$3,150	0%	\$0.00	0%	\$0.00		0.00	100%	\$3,150
Direct State Cost - CNST	\$10,500	100%	\$10,500	0%	\$0.00		2,100	0%	\$0.00
Subtotal	\$23,100		\$10,500		\$0.00		2,100		\$12,600
Indirect State Cost - 4.77%	\$16,194	0%	\$0.00	100%	\$16,194				
TOTAL	\$378,794		\$350,000		\$16,194		70,000		\$12,600

Transportation Development Credits (TDC), in the amount of <u>70,000.00</u> will be used in lieu of the Local Government's 20% participation and Construction Direct State Costs.

Total estimated payment by Local Government to State is <u>\$12,600</u> within 30 days from execution of this agreement.

Total Reimbursable Costs = \$350,000.

Total Reimbursable Costs to the Local Government = \$339,500.

Local Government Participation = \$0.

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

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ATTACHMENT C RESOLUTION





MEMO

TO: Don Magner, City Manager

THROUGH: Charles Goff, Assistant City Manager

FROM: Jim Dulac, Director of Engineering & Capital Projects

SUBJECT: Advance Funding Agreement with the Texas Department of Transportation:

Campbell Road and Jupiter Road Intersection Improvement

Surface Transportation Block Grant Project

DATE: December 8, 2022

ACTION REQUESTED:

Council to consider approval authorizing the City Manager to execute the Advance Funding Agreement (AFA) between the City of Richardson, Texas (City) and the Texas Department of Transportation (TXDOT) for the construction of the Campbell Road and Jupiter Road Intersection Improvement Project.

BACKGROUND INFORMATION:

The Campbell Road and Jupiter Road Intersection Improvement Project is a 2021 Bond Program project that will improve traffic flow and enhance safety. The scope of work consists of paving improvements, traffic signal upgrades and pedestrian improvements to provide three through lanes and a dedicated right-turn lane on southbound Jupiter Road and eastbound Campbell Road at the intersection.

On April 8, 2021, the City of Richardson was awarded a Surface Transportation Block Grant (STBG) through the North Central Texas Council of Governments (NCTCOG) as part of the Federal government's COVID-19 Infrastructure Grant Program. TXDOT is responsible for administering the grant and has full oversight of the funds authorized for the project. To obtain authorization for use of federal funds on this transportation project, TXDOT must execute an AFA with the City of Richardson. The Federal participation for this project is \$1,788,000. The City is 100% responsible for project cost overruns.

Once approved, City Staff will forward the AFA Resolution to TXDOT for execution. Upon execution, TXDOT will have the ability to conduct its environmental review needed to facilitate right-of-way (ROW) acquisition and the City will be authorized to seek reimbursement from TXDOT for eligible project costs.

FUNDING:

Funding sources for this project are federal funds, 2021 General Obligation Bond funds, and Dallas County funds.

SCHEDULE:

The estimated start of construction for the Campbell Road and Jupiter Road Intersection Improvement project is Fall 2023 and estimated completion is Fall 2024.

RESOLUTION NO. 22-32

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RICHARDSON, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN ADVANCE FUNDING AGREEMENT FOR SURFACE TRANSPORTATION BLOCK GRANT (STBG) PROGRAM PROJECT OFF-SYSTEM, BY AND BETWEEN THE CITY OF RICHARDSON, TEXAS, AND THE STATE OF TEXAS, ACTING BY AND THROUGH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR INTERSECTION IMPROVEMENTS; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council has been presented a proposed Advance Funding Agreement for Surface Transportation Block Grant (STBG) Program Project Off-System (the "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 the intersection improvements including construction of new dedicated right-turn lanes on East-bound Campbell Road and South-bound Jupiter Road in the City of Richardson (CSJ 0918-47-387) (Jupiter Road at Campbell Road 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 Surface Transportation Block Grant (STBG) Program Project Off-System, 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 Agreement on behalf of the City of Richardson, Texas, and any amendments or other instruments related to the Advance Funding Agreement.

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Richardson,

Texas, on this the 12th day of December 2022.

	CITY OF RICHARDSON, TEXAS
	MAYOR
	ATTEST
	CITY SECRETARY
APPROVED AS TO FORM:	
Peter G. Smith	
CITY ATTORNEY (PGS: 10-14-22:TM 131937)	

RESOLUTION NO. 22-32 EXHIBIT "A"

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STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT For Surface Transportation Block Grant (STBG) Program Project Off-System

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

WITNESSETH

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

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

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

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

WHEREAS, the Texas Transportation Commission passed Minute Order Numbers **116292** and **116073** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as **intersection improvement**. The portion of the project work covered by this Agreement is identified in the Agreement, Article 3, Scope of Work (Project), and

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

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

AGREEMENT

1. Responsible Parties:

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

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

2. Period of the Agreement

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

3. Scope of Work

The scope of work for the Project consists of intersection improvements including construction of new dedicated right-turn lanes on East-bound Campbell Road and South-bound Jupiter Road in the City of Richardson as shown on Attachment A.

4. Project Sources and Uses of Funds

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

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

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- B. The expected cash contributions from the federal government, the State, the Local Government, or other parties are shown in Attachment B. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission. For projects with federal funds, the State and the federal government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration (FHWA). After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.
- C. Attachment B shows, by major cost categories, the cost estimates and the party responsible for performing the work for each category. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.
- D. The State will be responsible for securing the federal and State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.
- E. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State and federal participation specified in Attachment B and for overruns in excess of the amount specified in Attachment B to be paid by the Local Government.
- F. The budget in Attachment B will clearly state all items subject to fixed price funding, specified percentage funding, and the periodic payment schedule, when periodic payments have been approved by the State.
- G. When the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State's written notification of additional funds being due.
- H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment B. Fixed prices are not subject to adjustment unless (1) differing site conditions are encountered; (2) further definition of the Local Government's requested scope of work identifies greatly differing costs from those estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.
- I. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment B. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering performed or reviewed by the State for

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Code Chart 64 # 35200					-			
Project Name Jupiter Road at Campbell Road						AFA No	t Used For Research & Development	

the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.

- J. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.
- K. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.
- L. The State will not pay interest on any funds provided by the Local Government.
- M. If a waiver for the collection of indirect costs for a service project has been granted under 43 TAC §15.56, the State will not charge the Local Government for the indirect costs the State incurs on the Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.
- N. If the Local Government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.
- O. Where the Local Government is authorized to perform services under this Agreement and be reimbursed by the State, the Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice, in a form and containing all items required by the State, no more frequently than monthly and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.
- P. Upon completion of the Project, the State will perform a final accounting of the Project costs for all items of work with specified percentage funding. Any funds due by the Local Government, the State, or the federal government for these work items will be promptly paid by the owing party.
- Q. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- R. Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement shall be terminated immediately with no liability to either party.

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5. Termination of This Agreement

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

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

6. Amendments

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

7. Remedies

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

8. Utilities

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

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9. Environmental Assessment and Mitigation

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

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

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

10. Compliance with Accessibility Standards

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

11. Architectural and Engineering Services

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

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

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12. Construction Responsibilities

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

- A. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.
- B. If the State is the responsible party, the State will use its approved contract letting and award procedures to let and award the construction contract.
- C. If the Local Government is the responsible party, the Local Government shall submit its contract letting and award procedures to the State for review and approval prior to letting.
- D. If the Local Government is the responsible party, the State must concur with the low bidder selection before the Local Government can enter into a contract with the vendor.
- E. If the Local Government is the responsible party, the State must review and approve change orders.
- F. Upon completion of the Project, the party responsible for constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion and submit certification(s) sealed by a professional engineer(s) licensed in the State of Texas.
- G. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

13. Project Maintenance

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

14. Right of Way and Real Property

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

The Local Government shall be responsible for the following:

A. Right of way and real property acquisition shall be the responsibility of the Local Government. Title to right of way and other related real property must be

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- acceptable to the State before funds may be expended for the improvement of the right of way or real property.
- B. If the Local Government is the owner of any part of the Project site under this Agreement, the Local Government shall permit the State or its authorized representative access to occupy the site to perform all activities required to execute the work.
- C. All parties to this Agreement will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to the Local Government and benefits applicable to the relocation of any displaced person as defined in 49 CFR Section 24.2(g). Documentation to support such compliance must be maintained and made available to the State and its representatives for review and inspection.
- D. The Local Government shall assume all costs and perform necessary requirements to provide any necessary evidence of title or right of use in the name of the Local Government to the real property required for development of the Project. The evidence of title or rights shall be acceptable to the State, and be free and clear of all encroachments. The Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop the Project according to the approved Project plans. The Local Government shall be responsible for securing any additional real property required for completion of the Project.
- E. In the event real property is donated to the Local Government after the date of the State's authorization, the Local Government will provide all documentation to the State regarding fair market value of the acquired property. The State will review the Local Government's appraisal, determine the fair market value and credit that amount towards the Local Government's financial share. If donated property is to be used as a funding match, it may not be provided by the Local Government. The State will not reimburse the Local Government for any real property acquired before execution of this Agreement and the obligation of federal spending authority.
- F. The Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to the State for approval prior to the Local Government acquiring the real property. Tracings of the maps shall be retained by the Local Government for a permanent record.
- G. The Local Government agrees to make a determination of property values for each real property parcel by methods acceptable to the State and to submit to the State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land acquired, itemization of improvements acquired, damages (if any) and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with

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a copy of information or reports used in calculating all determined values. Expenses incurred by the Local Government in performing this work may be eligible for reimbursement after the Local Government has received written authorization by the State to proceed with determination of real property values. The State will review the data submitted and may base its reimbursement for parcel acquisitions on these values.

- H. Reimbursement for real property costs will be made to the Local Government for real property purchased in an amount not to exceed eighty percent (80%) of the cost of the real property purchased in accordance with the terms and provisions of this Agreement. Reimbursement will be in an amount not to exceed eighty percent (80%) of the State's predetermined value of each parcel, or the net cost of the parcel, whichever is less. In addition, reimbursement will be made to the Local Government for necessary payments to appraisers, expenses incurred in order to assure good title, and costs associated with the relocation of displaced persons and personal property as well as incidental expenses.
- If the Project requires the use of real property to which the Local Government will not hold title, a separate agreement between the owners of the real property and the Local Government must be executed prior to execution of this Agreement. The separate agreement must establish that the Project will be dedicated for public use for a period of not less than 10 (ten) years after completion. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of the Project after completion. The separate agreement must be approved by the State prior to its execution. A copy of the executed agreement shall be provided to the State.

15. Insurance

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

16. Notices

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

Local Government:	State:	
City of Richardson ATTN: City Manager P.O. Box 830309 Richardson, TX 76083	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11 th Street Austin, TX 78701	

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

17. Legal Construction

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

18. Responsibilities of the Parties

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

19. Ownership of Documents

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

20. Compliance with Laws

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

21. Sole Agreement

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

22. Cost Principles

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

23. Procurement and Property Management Standards

The parties to this Agreement shall adhere to the procurement and property management standards established in 2 CFR 200, Uniform Administrative

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Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to the Texas Uniform Grant Management Standards. The State must pre-approve the Local Government's procurement procedures for purchases to be eligible for state or federal funds.

24. Inspection of Books and Records

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

25. Civil Rights Compliance

The parties to this Agreement are responsible for the following:

- A. <u>Compliance with Regulations:</u> Both parties will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.
- B. Nondiscrimination: The Local Government, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21
- C. <u>Solicitations for Subcontracts, Including Procurement of Materials and Equipment:</u> In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this Agreement and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
- D. <u>Information and Reports:</u> The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local

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Government will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

- E. <u>Sanctions for Noncompliance:</u> In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this Agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - 1. withholding of payments to the Local Government under the Agreement until the Local Government complies and/or
 - 2. cancelling, terminating, or suspending of the Agreement, in whole or in part.
- F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

26. Pertinent Non-Discrimination Authorities

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

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (pro-hibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of federal or federal-aid programs and projects).
- C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the

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programs or activities of the federal-aid recipients, subrecipients and contractors, whether such programs or activities are federally funded or not).

- H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

27. Disadvantaged Business Enterprise (DBE) Program Requirements If federal funds are used:

- A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.
- C. The Local Government shall incorporate into its contracts with subproviders an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall submit its proposed scope of services and quantity estimates to the State to allow the State to establish a DBE goal for each Local Government contract with a subprovider. The Local Government shall be responsible for documenting its actions.
- D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou attachments.pdf.
- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE

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program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

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

28. Debarment Certifications

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

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

29. Lobbying Certification

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

A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the

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- awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

30. Federal Funding Accountability and Transparency Act Requirements If federal funds are used, the following requirements apply:

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

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31. Single Audit Report

If federal funds are used:

- A. The parties shall comply with the single audit report requirements stipulated in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- B. If threshold expenditures of \$750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division by email at singleaudits@txdot.gov.
- C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the \$_____ expenditure threshold and therefore, are not required to have a single audit performed for FY_____."
- D. For each year the Project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the Agreement, unless otherwise amended or the Project has been formally closed out and no charges have been incurred within the current fiscal year.

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32.

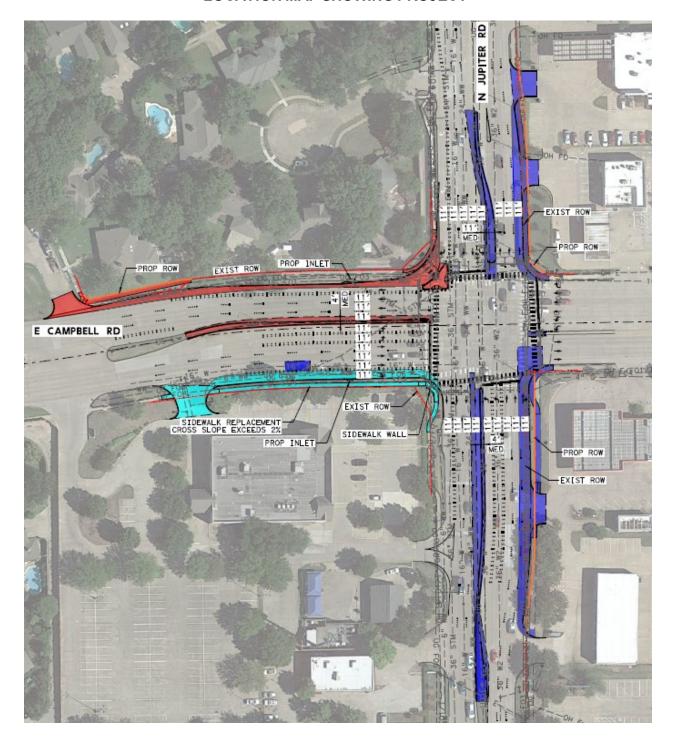
Signatory WarrantyEach signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

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

THE STATE OF TEXAS	THE LOCAL GOVERNMENT					
Signature	Signature					
Kenneth Stewart	Don Magner					
Typed or Printed Name	Typed or Printed Name					
Director of Contract Services	City Manager					
Typed or Printed Title	Typed or Printed Title					
 Date	 Date					

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ATTACHMENT A LOCATION MAP SHOWING PROJECT



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ATTACHMENT B PROJECT BUDGET

Costs will be allocated based on 80% Federal funding and 20% Local Government funding until the federal funding reaches the maximum obligated amount. The Local Government will then be responsible for 100% of the costs.

Project Budget										
Description	Total Estimated Cost	Federal Participation		State Participation		Local Participation				
		%	Cost	%	Cost		Cost			
Construction-Cat. 7 (by Local)	\$2,190,300.00	80% \$1,752,240.00		0%	\$0.00	20%	\$438,060.00			
Subtotal	\$2,190,300.00		\$1,752,240.00		\$0.00		\$438,060.00			
Direct State Cost – Env	\$8,940.00	0%	\$0.00	0%	\$0.00	100%	\$8,940.00			
Direct State Cost – Eng.	\$8,940.00	0%	\$0.00	0%	\$0.00	100%	\$8,940.00			
Direct State Cost – ROW	\$8,940.00	0%	\$0.00	0%	\$0.00	100%	\$8,940.00			
Direct State Cost – UTL	\$8,940.00	0%	\$0.00	0%	\$0.00	100%	\$8,940.00			
Direct State Cost – CNST	\$44,700.00	80%	\$35,760.00	0%	\$0.00	20%	\$8,940.00			
Subtotal	\$80,460.00	\$35,760.00		\$0.00			\$44,700.00			
Indirect State Cost - 4.77%	\$104,477.31	0% \$0.00		\$104,477.31		0%	\$0.00			
TOTAL	\$2,375,237.31		\$1,788,000.00		\$104,477.31		\$482,760.00			

Initial payment by the Local Government to the State: \$35,760.00

Payment by the Local Government to the State before construction: \$8,940.00

Total payment by the Local Government to the State: \$44,700.00

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

TxDOT:			Federal Highway Administration:				
CSJ # 09	918-4	47-387			CFDA No. 20.205		
District #	18 -	8 - Dallas AFA ID Z00001513			CFDA Title	Highway Planning and Construction	
Code Chart 64 # 35200							
Project Name			AFA No	t Used For Research & Development			

ATTACHMENT C RESOLUTION



MEMO

TO: Don Magner, City Manager

FROM: Alisha Gimbel, Director of Emergency Management

DATE: 12/6/2022

RE: 2022 Homeland Security Grant Acceptance Resolution

The 2022 Homeland Security Grant Program (HSGP) review process is complete and final projects have been approved by the Office of the Governor. As a condition of receiving this grant funding, jurisdictions must submit a Council resolution. The resolution for 2022 HSGP funds is being presented to obtain Council approval to implement the approved projects and designation of the Director of Emergency Management as the continued Authorized Official.

2022 PROJECTS		
PROJECT	DESCRIPTION	AMOUNT
CBRNE Terrorism Prevention and Response	Full Matrix Trailer-mounted Dynamic message board qty 1. The roadside message board is a shared resource for public works, transportation, and public safety response including PWERT, HazMat, US&R, and SWAT	\$16,000.00
CBRNE Terrorism Prevention and Response	C50 APR Assembly NIOSH Compliant Protective Face Masks for RPD CBRNE Officers to respond to terrorism incidents	\$25,831.50
EOC Enhancement	9 Dell Precision laptops	\$37,806.80
Planning	Continuation of funding for the salary of one full-time Preparedness and Resilience Coordinator to coordinate homeland security planning activities. The cost of additional salary and benefits such as insurance, FICA, and social security will be covered by the City's budget	\$60,714.40
HazMat	Modular dry decontamination kit with decontamination solution and electrostatic victory sprayers qty 2	\$14,000.00
Domestic Violent Extremism	Unmanned vehicle tactical drone accessories including hardware, batteries, headset, spare parts kit, video receiver repeater box, propellers, and 3-day tactical drone training course	\$14,328.88
	COR Total Proposed Allocation	\$168,681.58

BACKGROUND & PROCESS

The Department of Homeland Security, in coordination with the Federal Emergency Management Agency, sets national objectives and identifies allowable initiatives based on the 32 Core Capabilities identified in the National Preparedness Goal. The State of Texas and North Central Texas Region further identify project priorities and capability focus. The Office of Emergency Management obtains prioritized proposals from eligible city departments. Then, the final determination on project submissions is given by the City Manager's Office. Submissions are scored at the regional and state levels, and the Office of the Governor determines final awards. Due to the substantial administrative requirements for quarterly reporting and expenditure submission, the Director of Emergency Management has served as the Authorized Official. Please advise if you need additional information.

Attachment: Resolution

RESOLUTION NO. 22-33

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RICHARDSON, TEXAS, APPROVING THE TERMS AND CONDITIONS OF THE 2022 HOMELAND SECURITY GRANT PROGRAM FUNDS; AUTHORIZING THE DIRECTOR OF EMERGENCY MANAGEMENT TO SERVE AS THE AUTHORIZED OFFICIAL FOR GRANT MANAGEMENT PURPOSES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Richardson finds it in the best interest of the citizens of Richardson that the CBRNE Terrorism Prevention and Response, EOC Enhancement, Planning, HazMat, and Domestic Violent Extremism projects be implemented for the 2022 grant year; and

WHEREAS, the City Council of the City of Richardson agrees that in the event of loss or misuse of the Homeland Security Grant Program (HSGP) funds administered and transferred through the Office of the Governor, the City Council of the City of Richardson assures that the funds will be returned to the Office of the Governor in full; and

WHEREAS, the City Council of the City of Richardson approves the Director of Emergency Management as the grantee's authorized official. The authorized official is responsible for application, acceptance, rejection, alteration, termination and/or all management and administration responsibilities for all grant projects implemented on behalf of the applicant agency.

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

SECTION 1. That the terms, provisions, and conditions of the 2022 Homeland Security Grant Program (HSGP) will be adhered to and approves the grant application for the CBRNE Terrorism Prevention and Response, EOC Enhancement, Planning, HazMat, and Domestic Violent Extremism projects to the Office of the Governor.

SECTION 2. That the Director of Emergency Management is hereby authorized to serve as the Authorized Official for the purposes recited therein, and any further amendments necessary to the agreement on behalf of the City of Richardson, Texas.

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Richardson,

Texas, on this the 12th day of December 2022.

	CITY OF RICHARDSON, TEXAS
	MAYOR
	ATTEST:
	CITY SECRETARY
APPROVED AS TO FORM:	
PETER G. SMITH, CITY ATTORNEY (PGS:10-27-20:TM 118808)	

Richardson City Council 2023 Scheduled Meeting Dates

All City Council Meetings are subject to revision by City Council within the scope of the City Charter and the Texas Open Meetings Act.

Date	Type of Mtg	Cancelled	Date	Type of Mtg	Cancelled
January 2, 2023	City Holiday	No meeting / Holiday	July 3, 2023	No Meeting	Summer Break
January 9, 2023	WS & Regular		July 10, 2023	WS & Regular	
January 16, 2023	City Holiday	No meeting / Holiday	July 17, 2023	Worksession	
January 23, 2023	WS & Regular		July 24-25, 2023	Budget Workshop	
January 30, 2023	WS & Regular	5th Monday - activated	July 31, 2023	WS & Regular	5th Monday - activated
February 6, 2023	Worksession		August 7, 2023	Worksession	
February 13, 2023	WS & Regular		August 14, 2023	WS & Regular	
February 20, 2023	Worksession		August 21, 2023	Worksession	
February 27, 2023	WS & Regular		August 28, 2023	WS & Regular	
March 6, 2023	No Meeting	PISD Spring Break 6-10	September 4, 2023	City Holiday	No meeting / Holiday
March 13, 2023	No Meeting	RISD Spring Break 13-17	September 11, 2023	WS & Regular	
March 20, 2023	Worksession		September 18, 2023	Worksession	
March 27, 2023	WS & Regular		September 25, 2023	WS & Regular	
April 3, 2023	Worksession		October 2, 2023	Worksession	
April 10, 2023	WS & Regular		October 9, 2023	WS & Regular	
April 17, 2023	Worksession		October 16, 2023	Worksession	
April 24, 2023	WS & Regular		October 23, 2023	WS & Regular	
May 1, 2023	Worksession		October 30, 2023	5th Monday	No meeting / 5th Monday
May 8, 2023	WS & Regular		November 6, 2023	Worksession	
May 15, 2023	WS & Regular	Canvass Election	November 13, 2023	WS & Regular	
May 22, 2023	WS & Regular		November 20, 2023	No Meeting	Thanksgiving Break
May 29, 2023	City Holiday	No meeting / Holiday	November 27, 2023	No Meeting	Thanksgiving Break
June 5, 2023	Worksession		December 4, 2023	Worksession	
June 12, 2023	WS & Regular		December 11, 2023	WS & Regular	
June 19, 2023	Worksession		December 18, 2023	Worksession	
June 26, 2023	No Meeting	Summer Break	December 25, 2023	City Holiday	No meeting / Holiday

Notes:

This schedule includes 40 meetings PISD Spring Break - March 6-10 RISD Spring Break - March 13-17 Summer Break - June 26 & July 3 Budget Workshop - July 24-25





DATE:

December 5, 2022

TO:

Keith Dagen - Director of Finance

FROM:

Ally Dobbins – Purchasing Manager

SUBJECT: Award of Bid #04-23 for an Annual Requirements Contract for Parks

Restroom Maintenance to Texas Seasons Nursery & Landscape DBA

Zodega Landscape Services LLC Pursuant to unit prices

Proposed Date of Award: December 12, 2022

I concur with the recommendation of Shohn Rodgers - Assistant Director of Parks and Planning, and request permission to issue an annual requirements contract for parks restroom maintenance to Texas Seasons Nursery & Landscape DBA Zodega Landscape Services LLC, pursuant to the attached unit prices.

The award of this contract was based on best value criteria as provided in the Texas Local Government Code Chapter 252.043. The criteria included price (40%), quality of the bidder's goods and services and the extent to which they meet the City's needs (30%), and reputation of the bidder's goods and services (30%). While only one (1) bid was received, Texas Seasons Nursery & Landscape DBA Zodega Landscape Services LLC had the previous contract for parks restroom maintenance and City staff feel confident they will continue to provide excellent service to the city.

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

City staff estimates annual expenditures to be approximately \$65,000. Funding is available in Parks Maintenance Operating Budget.

The bid was advertised in *The Dallas Morning News* on October 11 & 18, 2022 and posted on Periscope. A total of 1,796 electronic solicitations were distributed and fourteen (14) vendors viewed the bid. A pre-bid conference was held online via Webex on October 25, 2022 and one (1) bid was received.

Page 2, Bid #04-23 Award Recommendation Memo

Concur:

Keith Dagen

ATTACHMENTS



MEMORANDUM

TO: Ally Dobbins – PURCHASING MANAGER

FROM: Shohn Rodgers – Asst. Director Parks & Planning

DATE: 11/18/2022

RE: Award of Bid 04-23 Parks Restroom Maintenance

The Parks Department would like to seek council approval to award bid # 04-23 ARC Parks Restroom Maintenance to Texas Seasons Nursery & Landscape/Zodega Landscape Services LLC. This contractor was the only bidder but has proven themselves to be a good and cost affective asset to the City of Richardson for the last 4 years. The decision was made using best value criteria specified in the bid which included the following:

- Pricing
- Experience and qualifications of the bidder and the bidder's ability to provide the goods and services specified
- Reputation

It is estimated that the Parks Department will spend approximately \$ 65,000 annually for this contract. Funding is available in account #

• 0110-30-50-720-000-553399

Thank you,

Shohn Rodgers
Assistant Director of Parks and Recreation- Parks & Planning

A/R/C: PARKS RESTROOM MAINTENNACE BID TABULATION BEST VALUE

				DBA ZODE	ASONS NURSERY GA LANDSCAPE VICES LLC		
ITEM NO.	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	AMOUNT		
1	Berkner Park	270	EA	10.500	\$ 2,835.00		
2	Breckinridge Park A/B Lot	296	EA	10.500	7		
3	Breckinridge Park C Lot	326	EA	10.500	*		
4	Canyon Creek Pool	283	EA	10.500	*		
5	Cottonwood Park Playground	326	EA	10.500	7		
6	Cottonwood Park	270	EA	13.500	*		
7	Creek Hollow	326	EA	10.500	*		
8	Crowley Park	270	EA	10.500	*		
9	Custer Park	270	EA	10.500			
10	Foxboro Park	270	EA	10.500	7		
11	Glenville Pool	283	EA	10.500			
12	Heights Park	326	EA	10.500			
13	Huffhines Baseball Field Complex	326	EA	10.500			
14	Huffhines Park	326	EA	13.500	\$ 4,401.00		
15	Lookout Park	270	EA	10.500	\$ 2,835.00		
16	Mark Twain Park	270	EA	10.500	\$ 2,835.00		
17	Mimosa Park	270	EA	10.500	\$ 2,835.00		
18	Point North Park	270	EA	10.500	\$ 2,835.00		
19	Richland Park	270	EA	10.500	\$ 2,835.00		
20	Terrace Park	270	EA	10.500	\$ 2,835.00		
21	Woodland Park	270	EA	10.500	\$ 2,835.00		
22	Wyndsor Park	270	EA	10.500	\$ 2,835.00		
23	Yale Park	270	EA	10.500	\$ 2,835.00		
24	Breckinridge Baseball Field Complex	326	EA	10.500			
26	Dog Park	365	EA	13.500	\$ 4,927.50		
	Cost for additional rotation as requested by						
27	Contract Administrator - Special Events	10	EA	10.500	\$ 105.00		
	TOTAL GROSS PRICE				\$ 79,522.50		

NOTE:

This contract will be awarded pursuant to unit prices which allows the City of Richardson to purchase the above listed services as the requirements and needs of the city arise on an annual basis. The city is not obligated to pay for a minimum or maximum of any of the above listed services. The city estimates expenditures to be approximately \$65,000 annually through this contract and will adjust order quantities as needed to meet requirements and stay within budget.



MEMO

DATE: December 5, 2022

TO: Keith Dagen –Director of Finance

FROM: Ally Dobbins – Purchasing Manager 🙌

SUBJECT: Award of Bid #05-23 for an Annual Requirements Contract for Portable

Restrooms to United Site Services Pursuant to unit prices

Proposed Date of Award: December 12, 2022

I concur with the recommendation of Shohn Rodgers – Assistant Director of Parks and Planning, and request permission to issue an annual requirements contract for portable restrooms to United Site Services, pursuant to the attached unit prices.

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

Funding is available in Parks Maintenance Operating Budget.

The bid was advertised in *The Dallas Morning News* on October 11 & 18, 2022 and posted on Periscope. A total of 1,604 electronic solicitations were distributed and sixteen (16) vendors viewed the bid. A pre-bid conference was held online via Webex on October 27, 2022 and two (2) bids were received.

Concur:

Keith Dagen

ATTACHMENTS



MEMORANDUM

TO: Ally Dobbins - PURCHASING MANAGER

FROM: Shohn Rodgers – Asst. Director Parks & Planning

DATE: 11/23/2022

RE: Award of Bid 05-23 Portable Restrooms

The Parks Department would like to seek council approval to award bid # 05-23 ARC Portable Restrooms to United Site Services. This contractor was the lowest bidder based on the annual estimate attached.

Funding is available in account #0 I I 0-30-50-720-000-553399

Thank you,

BID NUMBER: 05-23 DATE OPENED: November 10, 2022

		UNITED SITE SERVICES				UNITED RENTALS				
ITEM	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	A	MOUNT	UN	NIT PRICE	A	MOUNT
NO.		_~								
1	Rental of Two Sink Station Unit	59	EA	65.000	\$	3,835.00	\$	95.00	\$	5,605.00
2	Rental of Holding Tank, 250 gallon	16	EA	85.000	\$	1,360.00	\$	100.00	\$	1,600.00
3	Rental of Standard Size Portable Restroom	159	EA	45.000	\$	7,155.00	\$	45.00	\$	7,155.00
4	Rental of Handicapped Portable Restroom Rental of Hand Sanitizing Station with 4	44	EA	60.000	\$	2,640.00	\$	65.00	\$	2,860.00
5	dispensers	5	EA	50.000	\$	250.00	\$	65.00	\$	325.00
6	Delivery/Pick-up Fee per location Price for pumping the three (3) stand alone units,	313	EA	0.000	\$	-	\$	10.00	\$	3,130.00
7	twice per week at Breckinridge Park On-Call pumping service at Breckinridge Park,	52	EA	40.000	\$	2,080.00	\$	150.00	\$	7,800.00
8	flat fee per structure Provide and Service unit weekly cleaning at	1	LOT	75.000	\$	75.00	\$	175.00	\$	175.00
9	Pump Station Provide and Service on-site truck unit at	50	EA	75.000	\$	3,750.00	\$	20.00	\$	1,000.00
10	Wildflower!	10	HR	50.000	\$	500.00	\$	50.00	\$	500.00
11	Daily on-site attendant at Wildflower!	10	HR	32.000	\$	320.00	\$	25.00	\$	250.00
12	Additional pump-out service	1	EA	65.000	\$	65.00	\$	25.00	\$	25.00
13	Hourly cost additional items not listed	1	EA	25.000	\$	25.00	\$	25.00	\$	25.00
	TOTAL GROSS PRICE				\$	22,055.00			\$	30,450.00





DATE: December 5, 2022

TO: Keith Dagen – Director of Finance

FROM: Ally Dobbins – Purchasing Manager

SUBJECT: Award of Bid #24-23 for the cooperative purchase of Solid Waste

Containers to Roll-offs USA in the amount of \$99,528 through The Local Government Purchasing Cooperative ("BuyBoard") Contract

#686-22

Proposed Date of Award: December 12, 2022

I concur with the recommendation of Eric Robison – Director of Public Services, and request permission to issue a purchase order for thirty (30) 8-yard frontload slant containers, thirty (30) 8-yard frontload flat containers, three (3) 30-yard open top containers, and one (1) 40-yard open top container to Roll-offs USA in the amount of \$99,528, as provided in the attached quote.

The above referenced contract has been competitively bid through BuyBoard Contract #686-22. The City of Richardson is a member of BuyBoard through its existing interlocal agreement for cooperative purchasing pursuant to Texas Government Code Section 791.025 and Texas Local Government Code Section 271.102.

Funding is provided from Solid Waste Equipment C.O.s.

Concur:

ATTACHMENTS



MEMO

To:

Ally Dobbins, Purchasing Manager

From:

Eric Robison, Director of Public Services

Date:

November 28, 2022

Subject:

Award of Cooperative Purchase of Solid Waste Containers to Roll-Offs USA through

BuyBoard Contract Number 686-22

After review of the contract referenced above, we recommend awarding the purchase of Solid Waste Containers to Roll-Offs USA, pursuant to the rates specified in the BuyBoard Contract Number 686-22. This purchase includes:

Description	Qty
8 Yard Frontload Slant	30
8 Yard Frontload Flat	30
30 Yard Open Tops	3
40 Yard Open Tops	1

The cost of this purchase is \$99,528 with funding from the following accounts:

5890-60-73-755-000-686198 \$28,532 5890-60-73-755-000-707481 \$21,391 5960-60-73-755-000-686198 \$49,605 \$99,528





DATE:

December 5, 2022

TO:

Keith Dagen – Director of Finance

FROM:

Ally Dobbins – Purchasing Manager M

SUBJECT: Award of Bid #25-23 for the Cooperative Purchase of Seven (7) Chevrolet Tahoes for Police Department to Reliable Chevrolet at a unit price of \$36,439.95 each and in the total amount of \$255,079.65 through Sheriffs' Association of Texas Contract #22-03-1008

Proposed Date of Award: December 12, 2022

I concur with the recommendation of Ernie Ramos – Fleet and Materials Manager and Gary Tittle – Chief of Police, and request permission to issue a purchase order for seven (7) Chevrolet Tahoes for Police Department to Reliable Chevrolet at a unit price of \$36,439.95 and in the total amount of \$255,079.65, as provided in the attached quote. On April 25, 2022, City Council authorized a letter of intent to secure the City's place in line to order the units. It did not legally bind the City to make the purchase until the FY23 budget was approved.

The above referenced vehicles have been competitively bid through Sheriffs' Association of Texas Contract #22-03-1008. All local government agencies in the State of Texas can participate in the Sheriffs' Association of Texas Vehicle Procurement Program.

Funding is provided from the Equipment Replacement Fund.

Concur:

ATTACHMENTS



DATE:

November 22, 2022

TO:

Ally Dobbins, Purchasing Manager

THROUGH: Gary Tittle, Police Chief

FROM:

Ernie Ramos, Fleet & Materials Manager

RE:

Capital Equipment Purchase, Chevrolet Tahoe's via Sheriffs Association of Texas, Contract # 22-03-1008R, Contract expires

10/31/2023

I have reviewed the contract referenced above and received a quote from Reliable Chevrolet for Seven (7) Chevrolet, Tahoe 4-Door SUV totaling \$36,439.95 each and totaling \$255,079.65. I reviewed the quote and recommend purchasing the Chevrolet Tahoe's from Reliable Chevrolet. The funding for the purchases is funded from the account #2450-10-11-710-000-707421 the Project #'s listed below.

PD2301, \$36,439.95 PD2302, \$36,439,95 PD2303, \$36,439.95 PD2304, \$36,439.95 PD2305, \$36,439,95 PD2306, \$36,439.95

PD2311, \$36,439.95

Attachment/s:

Reliable Chevrolet Quote (1-page)

Sheriffs Association Rollover Agreement (1-page)

Bid 22-03-1008, Contract Award (9-pages) Award Report 22-03-1008R (2-pages)

CC:

Brian Meli, Traffic Sergeant Jamie Gerhart, Patrol Captain

Michael Bussiere, Assistant Chief-Operation Coby Pewitt, Assistant Chief- Administration

: ER

SHERIFFS ASSOCIATION OF CONTRACT PRICING WORKSHEET For MOTOR VEHICLES Only			Contract No.:	22-03-1008	Date Prepared:	11/14/2022		
This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents								ments
MUST be	emailed to	Reliable Chevrolet (a dadams@	reliablech	evrolet.con	or faxed t	o 972-952-	8172.
Therefore	please type	e or print legibly.						
Buying Agency:	CITY OF RICH			Contractor:	RELIABLE CH	IEVROLET		
Contact Person:	ERNIE RAMOS	S		Prepared By:	DOUG ADAM	S		
Phone:				Phone:	972-952-1561			
Fax:				Fax:	972-952-8172			
Email:				Email:	dadams@re	iablechevrole	t.com	
Spec #:	99	Description: 2023 TAHOE	PPV 9C1 2 V	VHEEL DRIVE				
the second secon	em Base Unit	Price Per SAT Contract:	1	ONGHORN	DISTRICT			34438.95
B. Published	Options - Item	nize below - Attach addition	nal sheet(s) if n	ecessary - Inc	lude Option C	ode in descrip	tion if applica	ble.
	The state of the s	tions which were submitted and				•	**	
	Descr	iption	Cost		Descr	iption		Cost
5J0 - FRONT	PARK ASSIST	DISABLED	0	9C1 PPV - PC	LICE PURSUI	T VEHICLE - R	EQUIRED	INCL
5J1 - REMOT	E EXT LIGHTS	/HORN DISABLED	0	AG2 - POWER	R PASSENGER	R SEAT - REQU	JIRED	INCL
5T5 - VINYL F	REAR SEAT		0	POLICE RATE	D SPARE - RI	EQUIRED		INCL
6C7 - RED/W	HITE DOME LA	MP	155	VK3 - FRONT	LICENSE PLA	NT BRACKET	- REQ'D	INCL
6E2 - FLEET I	KEYED ALIKE		23	5T5 - REAR S	EAT VINYL			0
6J3 - GRILLE LAMP & SPEAKER WIRING 84			9G8 - DRL DE	LETE			46	
			5J1 - REVOTE	EST LIGHT/H	IORN DISABLE	D	0	
7X3 - LH LED SPOTLAMP 728 5YR/100,000 POWERTRAIN			WARRANTY		INCL			
AMF - REMO	TE KEYLESS E	NTRY PKG	68	2 KEYS AT DI	ELIVERY			INCL
AZ3 - 40/20/40	FRONT SEAT		0	VPV - KERR I	NDUSTRIES S	HIP-THRU		125
6N5 - REAR V	VINDOW SWIT	CH INOP	52		Subto	otal From Addit	ional Sheet(s):	
6N6 - REAR II	NSIDE DOOR H	HANDLE/LOCK INOP	56				Subtotal B:	1387
		temize below / attach addit items which were not submitted						
	Descr	iption	Cost		Descr	ription		Cost
BCV - REEAR	DOOR AUTO	LOCK DISABLED	0	V76 - TOW H	OOKS			46
DRZ - CAMER	RA MIRROR		432		Subto	otal From Addit	ional Sheet(s):	
UN9 - RADIO	SUPPRESSIO	N PKF	86				Subtotal C:	564
Check: Total		hed Options (C) cannot exceed 2 rice plus Published Options (A+		f the Base Unit	For this tra	insaction the pe	rcentage is:	2%
D. Total Cost 1	Before Any App	licable Trade-In / Other Allov	wances / Discoun	ts (A+B+C)				
	ntity Ordered:	7		l of A + B + C:	36389.95	=	Subtotal D:	
		rge (Amount Per Current Pol		3.4° U	Ol		Subtotal E:	\$350
r. I rade-Ins /		ts / Other Allowances / Freightion	Cost	valscenaneous		ription		Cost
	Descri	T				VERY		INCL
E		DLOR white				SATE LAY	Subtotal F:	0
Delivery Date: dec - jan G. Total Purchase Price (D+E+F):					255079.65			





Sheriffs' Association of Texas Vehicle Procurement Program 2022-2023 Rollover Agreement Bid 22-03-1008R

The Sheriffs' Association of Texas (SAT) has implemented Section 1.3 *Term of Contract* of the Association's Terms and Conditions. Upon mutual agreement, we are pleased to announce the SAT has extended your contract for one additional year. SAT Vehicle Bid 22-03-1008R will be effective November 1, 2022 through October 31, 2023.

This contract is awarded by dealership and zone and includes all model code upgrades or downgrades listed in the Association's base model specifications.

By the award of this contract based on your dealership's bid for Solicitation Number 22-03-1008R, all terms and conditions set forth in the Invitation for Bids are incorporated herein by reference and agreed to by the Contractor and the Sheriffs' Association of Texas.

X SCTHGAMBLAN	x Sten mutate
Signature of Authorized Representative	Signature of SAT Executive Director
X SETH GAMBLIN	X Steve M. Westbrook
Printed Name of Authorized Representative	Printed Name of SAT Executive Director
χ DONALSON CDJR, LLC	χ 11/1/2022
Contractor/Dealership Name (Please Print)	Date
y 06/13/22 3:16pm	

Date





HIH H 2 HH

Vehicle Procurement Program Contract Award Agreement Bid 22:03-1008

We are pleased to announce the Sherifs' Association of Texas (SAT) has successfully completed its statewide competitive award for vehicles effective November 1, 2021 through October 31, 2022.

:::

Congratulations, your dealership has been included on the Association's specification contract controlled by the Sheritis' Association of Texas's Solicitation for Bids and Contract Terms and Conditions. Your dealership has been awarded all vehicles outlined in the attached document by dealership and zone. This contract award also includes all model code upgrades or downgrades listed in the Association's base model specifications.

By the award of this contract based on your dealership's bid for Solicitation Number 22-03-1008, all terms and conditions set forth in the invitation for Bids are incorporated herein by reference and agreed to by the Contractor and the Sheriffs' Association of Texas.

×	2
Signature of Auth	Dizeg Representative Signature of SAT Executive Director
X Denn	X: Stelle M.: Westbrook
Printed Name of	uthorized Representative Printed Name of SAT Executive Director
X Grage	X TENANSORS
Contractor/Deale	ship Name (Please Arint) Date
X. 14(-2	
Date	

.....

SAT Vehicle Procurement - Bid 22-03-1008

Item Number and Vehicle	Awarded Dealer	Zones
	1,11,11,11,11	Longhorn, Lupine, Bluebonnet, Mackingbird, Yellov
Item: 1, Ford, F-350 60 CA Chassis DRW XL4x2 SD Crew Cab, W3G	Caldwell Country Ford	Rose, Armadillo, No Delivery
		Longhorn, Lupine, Bluebonnet, Mcckingbird, Yellov
Item: 1, Ford, F-350 60 CA Chassis DRW XL 4x2 SD Crew Cab, W3G	Randall Reed's Planet Ford 635	Rose, Armadillo, No Delivery
Item: 1, Ford, F-350 60 CA Chassis DRW XL 4x2 SD Crew Cab, W3G	Sam Packs Five Star Ford, LTD	No Delivery
Item: 2, Ford, F-350 60 CA Chassis DRW XL 4x2 SD Regular Cab, F3G	Randall Reed's Planet Ford 635	Longhorn, Lupine, Bluebonnet, Mockingbird, Yellov Rose, Armadillo, No Delivery
RELLA Z, I DIG, 1-330 CO CA CIGO335 PINTS AL TAZ SO REGULA COD, 130	National feet 5 Finite 1 Of 6 055	Longham, Lupine, Bluebannet, Mockingbird, Yellow
Item: 2, Ford, F-350 60 CA Chassis DRW XL 4x2 SD Regular Cab, F3G	Caldwell Country Ford	Rose, Armadillo, No Delivery
		Longhorn, Lupine, Bluebonnet, Mockingbird, Yellow
Item: 3, Ford, F-350 60 CA Chassis DRW XL 4x2 SD Super Cab 168" WB, X3G	Randall Reed's Planet Ford 635	Rose, Armadilio, No Delivery
		Longhorn, Lupine, Bluebonnet, Mackingbird, Yellow
item: 3, Ford, F-350 60 CA Chassis DRW XL 4x2 5D Super Cab 168° W8, X3G	Caldwell Country Ford	Rose, Armadillo, No Delivery
		Longhorn, Lupine, Bluebonnet, Mockingbird, Yellow
Item: 4, Ford, F-350 60 CA Chassis SRW XL 4x2 SD Crew Cab, W3E	Randall Reed's Planet Ford 635	Rose, Armadillo, No Delivery
Ibem: 4, Ford, F-350 60 CA Chassis SRW XL 4x2 SD Crew Cab, W3E	Caldwell Country Ford	Longharn, Lupine, Bluebonnet, Mockingbird, Yellow Rose, Armadillo, No Delivery
Ment 4, Fully, 1-330 do Ca Chassas Savy At 482 30 G 59 Cob, With	Cascives Country 1000	Longhorn, Lupine, Bluebonnet, Mockingbird, Yellow
Item: 5, Ford, F-350 60 CA Chassis SRW XL 4x2 SD Regular Cab, F3E	Randell Reed's Planet Ford 635	Rose, Armadilla, No Delivery
		Longhorn, Lupine, Bluebonnet, Mockingbird, Yellow
Rem: 5, Ford, F-350 60 EA Chassis SRW XL 4x2 SD Regular Cab, F3E	Caldwell Country Ford	Rose, Armadillo, No Delivery
		Longharn, Lupine, Bluebonnet, Mockingbird, Yellow
Rem: 6, Ford, F-350 60 CA Chassis SRW XL 4x2 SD Super Cab 168" WB, X3E	Randall Reed's Pienet Ford 635	Rose, Armadillo, No Delivery
		Longhorn, Lupine, Bluebonnet, Mockingbird, Yellow
Rem: 6, Ford, F-350 60 CA Chassis SRW XL 4x2 SD Super Cab 168" WB, X3E	Caldwell Country Ford	Rose, Armadillo, No Delivery
Item; 7. Ford, F-450 Chassis XL 4x2 SD Crew Cab - CA of 60, W4G	Randali Reed's Planet Ford 635	Longhorn, Lupine, Bluebonnet, Mockingbird, Yellow Rose, Armadillo, No Delivery
JCEMIX 7, PO(0, F-450 CH235IS NE432 5D CHEW Edg - CA 01 0D, W445	Naticel Reed 3 Figure 1 1010 033	Longhorn, Lupine, Bluebonnet, Mockingbird, Yellow
Item: 7, Ford, F-450 Chassis XL 4x2 SD Crew Cab - CA of 60, W4G	Caldwell Country Ford	Rose, Armadillo, No Delivery
		Longham, Lupine, Bluebonnet, Mockingbird, Yellow
Item: 8, Ford, F-450 Chassis XL 4x2 SD Regular Cab - CA of 60, F4G	Randali Reed's Planet Ford 635	Rose, Armadillo, No Delivery
		Longhorn, Lupine, Bluebonnet, Mockingbird, Yellow
Item: 8, Ford, F-450 Chassis XL 4x2 SD Regular Cab - CA of 60, F4G	Caldwell Country Ford	Rose, Armadillo, No Delivery
The second of th	Sou delt months plant to at 505	Longhorn, Lupine, Bluebonnet, Mockingbird, Yellow
Item: 9, Ford, F-450 Chassis XL 4x2 SD Super Cab - CA of 60, X4G	Randall Reed's Planet Ford 635	Rose, Armadillo, No Delivery Longhorn, Lupine, Bivebennet, Mackingbird, Yellow
Item: 9, Ford, F-450 Chassis XL 4x2 SD Super Cab - CA of 60, X4G	Caldwell Country Ford	Rose, Armedillo, No Delivery
		Langharn, Lupine, Bluebonnet, Mockingbird, Yellow
Item: 10, Ford, F-550 Chassis XI 4x2 SD Crew Cab - CA of 60, W5G	Caldwell Country Ford	Rose, Armadillo, No Delivery
Wilders -		Longhorn, Lupine, Bluebonnet, Mockingbird, Yellow
Rem: 11, Ford, F-550 Chassis XL 4x2 SD Regular Cab - CA of 60, FSG	Randali Reed's Planet Ford 635	Rose, Armadilio, No Delivery
		Longhorn, Lupine, Bluebonnet, Mackingbird, Yellow
tem: 11, Ford, F-550 Chassis XL 4x2 SD Regular Cab - CA of 60, F5G	Caldwell Country Ford	Rose, Armadillo, No Delivery
tem: 12, Ford, F-550 Chassis XL 4x2 SD Super Cab - CA of 60, X5G	Randall Reed's Planet Ford 635	Longhorn, Lupine, Bluebonnet, Mockingbird, Yellow Rose, Armadillo, No Delivery
TELLY TO TO CHARACTER STATE CON CONTROL	Hornage reces 5 Figure 1 of a 555	Longhorn, Lupine, Bluebonnet, Mockingbird, Yellow
tem: 12, Ford, F-550 Chassis XL4x2 SD Super Cab - CA of 60, X5G	Caldwell Country Ford	Rose, Armadillo, No Delivery
		Longhorn, Lupine, Sluebonnet, Mockingbird, Yellow
tern: 13, Ford, F-600 Chassis XL4X2 SD Regular Cab - CA of 60, F6X	Randall Reed's Planet Ford 635	Rose, Armadilla, No Delivery
		Longharn, Lupine, Bluebannet, Mockingbird, Yellow
tem: 13, Ford, F-600 Chassis XL 4X2 SD Regular Cab - CA of 60, F6K	Caldwell Country Ford	Rose, Armadillo, No Delivery
tem: 14, Ford, F-650 84 CA Diesel Base Crew Cab, W6D	Randall Reed's Planet Ford 635	Longhorn, Lupine, Bluebonnet, Mackingbird, Vellow Rose, Armadillo, No Delivery
IEM: 14, FORU, POSSI B4 CA DIESEI BBSE CIEW CBB, WBD	Raijuali Need S Flattet Fold 055	Longhorn, Lupine, Biuebonnet, Mockingbird, Yellow
tem; 15, Ford, F-650 84 CA Diesel Base Crew Cab, W6E	Randall Reed's Planet Ford 635	Rose, Armadillo, No Delivery
		Longhorn, Lupine, Bluebonnet, Mackingbird, Yellow
tem: 16, Ford, F-650 84 CA Diesel Base Regular Cab, F6D	Randall Reed's Planet ford 635	Rose, Armadillo, No Delivery
		Longhorn, Lupine, Bluebonnet, Mockingbird, Yellow
tem: 17. Ford, F-650 84 CA Diesel Base Regular Cab, F6E	Randall Reed's Planet Ford 635	Rose, Armadillo, No Delivery
ham, 10 Feed E CEA On FA Discri Page Compared, MCD	Pandall Sand's Blanct Enert COE	Longhorn, Lupine, Bluebonnet, Mockingbird, Yellow
tem: 18, Ford, F-650 84 CA Diesel Base SuperCab, X6D	Randall Reed's Planet Ford 635	Rose, Armadillo, No Delivery Longhorn, Lupine, Bluebonnet, Mockingbird, Yellow
		Rose, Armadillo, No Delivery
tem: 19. Ford, F-650 84 CA Diesel Base SuperCab, X65	Randall Reed's Planet Ford 633	
tem: 19, Ford, F-650 84 CA Diesel Base SuperCab, X6E	Randall Reed's Planet Ford 635	Longhorn, Lupine, Bluebonnet, Mockingbird, Yellow
tem: 19, Ford, F-650 84 CA Diesel Base SuperCab, X6E tem: 20, Ford, F-650 84 CA Gas Base Crew Cab, W6A	Randali Reed's Planet Ford 635	Longhorn, Lupine, Bluebonnet, Mockingbird, Yellow Rose, Armadillo, No Delivery
1,111		
1,111		Rose, Armadillo, No Delivery Longhorn, Lupine, Bluebonnet, Mockingbird, Yellow Rose, Armadillo, No Delivery
tem: 20, Ford, F-650 84 CA Gas Base Crew Cab, W6A tem: 21, Ford, F-650-84 CA Gas Base Crew Cab, W68	Randall Reed's Planet Ford 635 Randall Reed's Planet Ford 635	Rose, Armadillo, No Delivery Longhorn, Lupine, Bluebonnet, Mockingbird, Yellow Rose, Armadillo, No Delivery Longhorn, Lupine, Bluebonnet, Mockingbird, Yellow
tem: 20, Ford, F-650 84 CA Gas Base Crew Cab, W6A	Randall Reed's Planet Ford 635	Rose, Armadillo, No Delivery Longhorn, Lupine, Bluebonnet, Mockingbird, Yellow Rose, Armadillo, No Delivery

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Item: 24, Ford, F-650 84 CA Gas Base SuperCab, X6A	Randall Reed's Planet Ford 635	Longhorn, Lupine, Stuebonnet, Mockingbird, Yello Rose, Armadillo, No Delivery
Item: 25, Ford, F-650 84 CA Gas Base SuperCab, X6B	Randali Reed's Planet Ford 635	Longhorn, Lupine, Bluebonnet, Mockingbird, Yellor Rose, Annadillo, No Delivery
ttem: 26, Ford, F-750 84 CA Diesel Base Crew Cab, W7D	Randali Reed's Planet Ford 635	Longhorn, Lupine, Bluebonnet, Mockingbird, Yelfor Rose, Armadillo, No Delivery
Rtem: 27, Ford, F-750 84 CA Diesel Base Regular Cab, F7D	Randali Reed's Planet Ford 635	Longhorn, Шріпе, Bluebonnet, Mackingbird, Yellor Rose, Armadillo, No Delivery
Item: 28, Ford, F-750 84 CA Diesel Base SuperCab, X7D	Randall Reed's Planet Ford 635	tonghorn, Lupine, Bluebonnet, Mockingbird, Yellov Rose, Armadillo, No Delivery
Item: 29, Ford, F-750 84 CA Gas Base Crew Cab, W7A	Randail Reed's Planet Ford 635	Longhorn, Lupine, Bluebonnet, Mockingbird, Yellov Rose, Armadillo, No Delivery
Item: 30, Ford, F-750 84 CA Gas Base SuperCab, X7A	Randell Reed's Planet Ford 635	Longhorn, Lupine, Bluebonnet, Mockingbird, Yellov Rose, Armadillo, No Delivery
Item: 31, Ford, F-750 84 CA Gas Regular Cab, F7A	Randall Reed's Planet Ford 635	Longhorn, Lupine, Bluebonnet, Mockingbird, Yellov Rose, Armadillo, No Delivery
Item: 32, General Motors, Chevrolet 3500 Low-Cab Forward - Gas Regular Cab 109" WB, CP11003	Caldwell Country Chevrolet	Langharn, Lupine, Bluebannet, Mackingbird, Yellov Rose, Armadillo, No Delivery
Wen: 33, General Motors, Chevrolet 4500 HD Low-Cab Forward - Diesel Regular Cab 109° WB, C131003	Caldwell Country Chevrolet	Longhorn, Lupine, Bluebonnet, Mockingbird, Yellov
Rem: 34, General Motors, Chevrolet 4500 Low-Cab Forward - Gas Regular Cab 109"	Caldwell Country Chevrolet	Rose, Armadillo, No Delivery Longhorn, Lupine, Bluebonnet, Mockingbird, Yellov Rose, Armadillo, No Delivery
WB, CP31003 Rom: 35, General Motors, Chevrolet 4500 XD Low-Cab Forward - Diesel Regular Cab		Rose, Armadilio, No Delivery Longhorn, Lupine, Bluebonnet, Mackingbird, Yellav
109° WB, C741003 Remr. 36, General Motors, Chewolet 5500 HD Low-Cab Forward - Diesel Regular Cab	Caldwell Country Chevrolet	Rose, Armadillo, No Delivery Longhorn, Lupine, Bluebonnet, Mackingbird, Yellov
1,09" WB, CT51003 tem: 87, General Motors, Chevrolet S500 XD Low-Cab Forward - Diesel Regular Cab	Caldwell Country Chevrolet	Rose, Armadilio, No Delivery Longhorn, Lupine, Bluebonnet, Mockingbird, Yellov
109" WB, CT61003 Rem: 39, General Motors, Chevrolet Express 3500 Cut-Away Work Van SRW 139" WB,	Caldwell Country Chevrolet	Rose, Armadillo, No Delivery Longhorn, Lupine, Bluebonnet, Mockingbird, Yellov
CG33503 Item: 39, General Motors, Chevrolet Express 3500 Cut-Away Work Van SRW 139" WB,	Reliable Chevrolet II (TX) LLC	Rose, Armadillo, No Delivery Longhorn, Lupine, Bluebonnet, Mackingbird, Yellov
CG33503 tem; 40, General Motors, Chevrolet Silverado 3500HD Chassis Cab 2WD Crew Cab	Caldwell Country Chevrolet	Rose, Armadillo, No Delivery Longhorn, Lupine, Bluebonnet, Mcckingbird, Yellov
177" WB, 50" CA), CC31043 tem: 40, General Motors, Chevrolet Silverado 3500HD Chassis Cab 2WD Crew Cab	Reliable Chevrolet II (TX) LLC	Rose, Armadillo, No Delivery Longhorn, Lupine, Bluebonnet, Mockingbird, Yellov
177" WB, 60" CA), CC31043	Caldwell Country Chevrolet	Rose, Armadilio, No Delivery
tern: 41, General Motors, Chevrolet Silverado 3500HD Chassis Cab 2WD Regular Cab 146" WB, 60" CA), CC3,1003	Reliable Chevrolet II (TX) LLC	Longhorn, Lupine, Bluebonnet, Mockingbird, Yellov Rose, Armadillo, No Delivery
tem: 41, General Motors, Chevrolet Silverado 3500HD Chassis Cab 2WD Regular Cab 146" WB, 60" CA), CC31003	Caldwell Country Chevrolet	Longhorn, Lupine, Bluebonnet, Mockingbird, Yellow Rose, Armadillo, No Delivery
tem: 42, General Motors, Chevrolet Silverado 4500HD 2WD Crew Cab DRW (175" NB, 60" CA), CC56043	Caldwell Country Chevrolet	Longhorn, Lupine, Bluebonnet, Mockingbird, Yellow Rose, Armadillo, No Delivery
tem: 43, General Motors, Chevrolet Silverado 4500HD 2WD Regular Cab DRW (141** NB. 60° CA), CC56403	Caldwell Country Chevrolet	Longhorn, Lupine, Bluebonnet, Mockingbird, Yellow Rose, Armadillo, No Delivery
tern; 44, General Motors, Chevrolet Silverado 5500HD 2WD Crew Cab DRW (175° ve, 60° CA), CC56043	Caldwell Country Chevrolet	Longhorn, Lupine, Bluebonnet, Mockingbird, Yellow Rose, Armadillo, No Delivery
tem: 45, General Motors, Chevrolet Silverado 5500HD 2WD Regular Cab DRW (141" VB, 60" CA), CC56403	Caldwell Country Chevrolet	Longhorn, Lupine, Bluebonnet, Mockingbird, Yellow Rose, Armadiilo, No Delivery
tem: 46, General Motors, Chevrolet Silverado 6500HD 2WD Crew Cab DRW (175" V5, 60" CA), CC56043	Caldwell Country Chevrolet	Longhorn, Eupine, Bluebonnet, Mockingbird, Yallow Rose, Armadillo, No Belivery
tem: 47, General Motors, Chevrolet Silverado 6500HD 2WD Regular Cab DRW (141° VB, 60° CA), CC56403	Caldwell Country Chevrolet	Longhorn, Lupine, Bluebonnet, Mackingbird, Yellow Rose, Armadillo, No Delivery
tem: 48, Stellantis, Ram 3500 Tradesman Crew Cab Chassis 4X2 (172.4" WB - CA of 0"), DD3193	Grapevine DCJ, LLC	Longhorn, Lupine, Bluebonnet, Mockingbird, Yellow Rose, Armadillo, No Deliyery
tem: 49, Stellantis, Ram 3500 Tradesman Crew Cab Chassis 4X4 (172.4" WB - CA of		Longhorn, Lupine, Bluebonnet, Mockingbird, Yellow
0"], DD8L93 tem: 50, Stellantis, Ram 3500 Tradesman Regular Cab Chassis 4X2 (143.5" W8 - CA of	Grapevine DCJ, LLC	Rose, Armadillo, No Delivery Longhorn, Lupine, Bluebonnet, Mockingbird, Yellow
0"), DD3L63 tem: 51, Stellantis, Ram 3500 Tradesman Regular Cab Chassis 4X4 (143.5" W8 - CA of	Grapevine DCJ, LLC	Rose, Armadillo, No Delivery Longharn, Lupine, Bluebonnet, Mockingbird, Yellow
0"), DD8L63 Jemi: 52, Stellantis, Ram 4500 Tradesman Crew Chassis Cab DRW 4X2 (173,4° WB -	Grapevine DCI, LLC	Rose, Armadillo, No Delivery Langhorn, Lupine, Bluebonnet, Mackingbird, Yellow
A of 60"), DP4193 em: 53, Stellantis, Ram 4500 Tradesman Crew Chassis Cab DRW 4X4 (173.4" WB -	Grapevine DCJ, LLC	Rose, Armadilio, No Delivery Longhorn, Lupine, Bluebonnet, Wockingbird, Yeilow
A of 60°), DP9193 em: 54, Stellantis, Ram 4500 Tradesman Regular Chassis Cab DRW 4X2 (144.5 in WB	Grapevine DCI, LLC	Rose, Armadillo, No Delivery Longhorn, Lupine, Bluebonnet, Mackingbird, Yellow
A of 60 in), DP4L63 æm: SS, Stellantis, Ram 4500 Tradesman Regular Chassis Cab DRW 4X4 (144.5" WB -	Grapevine DCJ, LLC	Rose, Armadillo, No Delivery Longhorn, Lupine, Bluebonnet, Mockingbird, Yellow
A of 60"), DP9L63 lem: 56, Stellantis, Ram 5500 Tradesman Crew Cab Chassis 4XZ (173.4" WB - CA of	Grapevine DCI, LLC	Rose, Armadillo, No Delivery Longharn, Lupine, Bluebonnet, Mockingbird, Yellow
0"), DPSL93	Grapevine DCJ, LLC	Rose, Armadillo, No Delivery
em: 57, Stellantis, Ram 5500 Tradesman Crew Cab Chassis 4X4 (173.4" WB - CA of 0"), 0P0193	Grapevine DCJ, LLC	Longhorn, Lupine, Bluebonnet, Mockingbird, Yellow Rose, Armadillo, No Delivery
vem: 58, Stellentis, Ram 5500 Tradesman Regular Ceb Chassis 4X2 (144.5" WB - CA of 0"), DP5163	Grapevine DCJ, LLC	Longham, Eupine, Bluebonnet, Mackingbird, Yellow Rose, Armadillo, No Delivery
em: 59, Stellantis, Ram 5500 Tradesman Regular Cab Chassis 4X4 (144.5" WB - CA of 0"), DP0163	Grapevine DCI, LLC	Longhorn, Lupine, Bluebonnet, Mockingbird, Yellow Rose, Armadiilo, No Delivery

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Item: 60, Stellantis, Ram Promaster Cab Chassis - 3500 Cab Chassis Low Roof (159" WB - CA of 104"), VF3L04	Grapevine DCJ, LLC	Longhorn, Lupine, Bluebonnet, Mockingbird, Yellov Rose, Armadillo, No Deliyery
Rem: 61, Ford, Escape SE Sport FWD Hybrid, UOB	Caldwell Country Ford	Longhorn, Lupine, Bluebonnet, Mockingbird, Yellow Rose, Armadiilo, No Delwery
Rem: 61, Ford, Escape SE Sport FWD Hybrid, UOB	Randell Reed's Planet Ford 635	Longhorn, Lupine, Bluebonnet, Mockingbird, Yellow Rose, Armadiilo, No Delivery
Item: 62, Ford, E-Transit, W2C	Caldwell Country Ford	Longhorn, Lupine, Bluebonnet, Mockingbird, Yellow Rose, Armadillo, No Delivery
		Longhorn, Lupine, Bluebonnet, Mcckingbird, Yellow
Item: 63, Ford, E-Transit, W2X	Caldwell Country Ford	Rose, Armadilio, No Delivery Longhorn, Lupine, Bluebonnet, Mackingbird, Yellow
Item: 64, Ford, E-Transit, W2Y	Caldwell Country Ford	Rose, Armadillo, No Delivery Longhorn, Lupine, Bluebonnet, Mackingbird, Yellow
Item: 55, Ford, E-Transit T-350 Cargo Van High Roof Extended 148" WB, W3X	Randali Reed's Planet Ford 635	Rose, Armadillo, No Delivery Longhorn, Lupine, Bluebonnet, Mockingbird, Yellow
Item: 66, Ford, 5-Transit T-350 Cargo Van Low Roof Regular 130" WB, W1Y	Randall Reed's Planet Ford 635	Rose, Armadilio, No Delivery
Item: 67, Ford, E-Transit T-350 Cargo Van Medium Roof Regular 130" WB, W9C	Randali Reed's Planet Ford 635	Longharn, Lupine, Bluebonnet, Mockingbird, Yellow Rose, Armadillo, No Delivery
Item: 68. Ford, E-Transit T-350 Chassis Cab Low Roof Extended 178" WB, W5Z	Randall Reed's Planet Ford 635	Longhorn, Lupine, Bluebonnet, Mockingbird, Yellow Rose, Armadillo, No Delivery
Item: 59, Ford, E-Transit T-359 Cutaway Low Roof Extended 178" WB, W5P	Randali Reed's Planet Ford 635	Langhorn, Lupine, Bluebonnet, Mockingbird, Yellow Rose, Armadillo, No Delivery
Item: 71, Ford, F-150 SuperCrew Cab Hybrid 4x2 145" WB, W1C	Caldwell Country Ford	Longhorn, Lupine, Bluebonnet, Mockingbird, Yellow Rose, Armadillo, No Delivery
	Randall Reed's Planet Ford 635	Longhorn, Lupine, Bluebonnet, Mockingbird, Yellow Rose, Armadillo, No Delivery
Item: 71, Ford, F-150 SuperCrew Cab Hybrid 4x2 145" WB, WIC		Longhorn, Lupine, Stuebonnet, Mockingbird, Yellow
Item: 72, Ford, Maverick Super Craw XL FWD, W8E	Caldwell Country Ford	Rose, Armadillo, No Delivery Longhorn, Lupine, Bluebonnet, Mockingbird, Yellow
Rem: 72, Ford, Maverick Super Crew XL FWD, W85	Randali Reed's Planet Ford 635	Rose, Armadillo, No Delivery Longhorn, Lupine, Bluebonnet, Mackingbird, Yellow
Item: 73, Ford, Mustang Mach-E RWD, K1R	Caldwell Country Ford	Rose, Armadillo, No Delivery
Item: 73, Ford, Mustang Mach-E RWD, KIR	Randall Reed's Planet Ford 635	Longhorn, Lupine, Biuebonnet, Mackingbird, Yeliow Rose, Armadilio, No Delivery
Item: 74, Ford, Police Interceptor Hybrid, K8A	Sam Packs Five Star Ford, LTD	Longhorn, Lupine, Bluebonnet, Modkingbird, Yellow Rose, Armadillo, No Delivery
item: 74, Ford, Police Interceptor Hybrid, KSA	Caldwell Country Ford	Longhorn, Lupine, Bluebonnet, Mockingbird, Yellow Rose, Armadillo, No Delivery
item: 75, General Motors, Chevrolet Bolt EUV, 1FF48	Reliable Chevrolet II (TX) LLC	Longhorn, Lupine, Bluebonnet, Mockingbird, Yellow Rose, Armadiilo, No Delivery
Item: 75. General Motors, Chevrolet Bolt EUV, 1FF48	Caldwell Country Ford	Longhorn, Lupine, Bluebonnet, Mackingbird, Yellow Rose, Armadiilo, No Delivery
Item: 76, General Motors, Chevrolet Bolt LT, 1F848	Reliable Chevrolet II (TX) LLC	Longhorn, Lupine, Bluebonnet, Mackingbird, Yellow Rose, Armadillo, No Delivery
_		Longhorn, Lupine, Bluebonnet, Mockingbird, Yellow
Item: 76, General Motors, Chevrolet Bolt LT, 1FB48	Caldwell Country Chevrolet	Rose, Armadillo, No Delivery Longhorn, Lupine, Bluebonnet, Moddingblrd, Yellow
Item: 77, Stellantis, Chrysler Pacifica Hybrid Touring, RUEH53	Grapevine DCI, LLC	Rose, Armadiilo, No Delivery Longhorn, Lupine, Bluebonnet, Mockingbird, Yellow
Rem: 88, Ford, Mustang GT 2dr Fastback, P8C	Caldwell Country Ford	Rose, Armadillo, No Delivery
Item: 89, General Motors, Chevrolet Malibu 1FL LS, 1ZC59	Parkway Chevrolet, Inc.	Longhorn, Lupine, Bluebonnet, Mockingbird, Yellow Rose, Armadilio
item: 89, General Motors, Chevrolet Malibu 1FL LS, 12C69	Reliable Chevrolet II (TX) LLC	Longhorn, Biuebonnet, Armadilio, No Delivery
Item: 89, General Motors, Chevrolet Malibu 1FL LS, 1ZC69	Caldwell Country Chevrolet	Lupine, Mockingbird, Yellow Rose, No Delivery
Ibem: 90, General Motors, Chevrolet Spark LS CVT 1SB, 1DR48	Caldwell Country Chevrolet	Longharn, Lupine, Sluebonnet, Mockingbird, Yellow Rose, Armadillo, No Delivery
Item: 90, General Motors, Chevrolet Spark LS CVT 1SB, 1DR48	Reliable Chevrolet II (TX) LLC	Longhorn, Lupine, Bluebonnet, Mockingbird, Yellow Rose, Armadillo, No Delivery
Item: 91, Stellantis, Chrysler 300 Touring, LXCH48	Grapevine DCI, LLC	Longhorn, Lupine, Bluebonnet, Mockingbird, Yellow Rose, Armadillo, No Delivery
item: 92, Stellants, Dodge Challenger SXT - AWD, LAEH22	Grapevine DCJ, U.C.	Longhorn, Lupine, Bluebonnet, Mockingbird, Yellow Rose, Armadillo, No Delivery
		Longhorn, Lupine, Bluebonnet, Mackingbird, Yellow
item: 93, Stellantis, Dodge Challenger SXT - RWD, LADH22	Grepevine DCJ, LLC	Rose, Armadillo, No Delivery Longhorn, Lupine, Bluebonnet, Mockingbird, Yellow
Bern: 94, Stellantis, Dodge Charger SXT Sedan - AWD, 1DE548	Grapevine DCJ, LLC	Rose, Armadillo, No Delivery Longhorn, Lupine, Bluebonnet, Mockingbird, Yellow
tem: 95, Stellantis, Dodge Charger SXT Sedan - RWD, LODM48	Grapevine DCI, LLC	Rose, Armadillo, No Delivery Longhorn, Lupine, Bluebonnet, Mcckingbird, Yellow
tem: 96, Ford, Police Interceptor Utility AWD - 3.3 Gas Engine, KSA	Randall Reed's Planet Ford 635	Rose, Armadillo, No Delivery Longhorn, Lupine, Bluebonnet, Yellow Rose,
tem: 96, Ford, Police Interceptor Utility AWD - 3.3 Gas Engline, K&A tem: 96, Pord, Police Interceptor Utility AWD - 3.9 Gas Engline, K&A	Sijsbee Ford Caldwell Country Ford	Armadillo, No Delivery Mockingbird
	Randali Reed's Planet Ford 635	Longhorn, Lupine, Bluebonnet, Mackingbird, Yellaw
tem: 97, Ford, Police Interceptor Utility AWD - Ecoboost, K8A	Control Meen & Mariet Loud 032	Rose, Armadillo, No Delivery

Item: 97, Ford, Police Interceptor Utility AWD - Ecoboost, K8A	Silsbee Ford	Longhorn, Lupine, Bluebonner, Yellow Rose, Armadillo, No Delivery
Item: 97, Ford, Police Interceptor Utility AWD - Ecoboost, K8A	Caldwell Country Ford	Mockingbird
		Longhorn, Lupine, Bluebonnet, Mockingbird, Yellow
Item: 98, Ford, Police Rated Responder - F-150 4X4, W1P	Caldwell Country Ford	Rose, Armadillo, No Delivery
Item: 98, Ford, Police Rated Responder - F-150 4X4, W1P	Silsbee Ford	Longhorn, Lupine, Bluebonnet, Mockingbird, Yellow Rose, Armaditlo, No Delivery
Item: 99, General Motors, Chevrolet Tahoe 1500 Full Size Police Rated Utility ZWD,	Sisbeerold	Longhorn, Lupine, Bluebonnet, Mockingbird, Yellow
CC10705/9C1	Parkway Chevrolet, Inc.	Rose, Armadillo
Item: 99, General Motors, Chevrolet Tahoe 1500 Full Size Police Rated Utility 2WD,		Longhorn, Lupine, Bluebonnet, Mockingbird, Yellow
CC10706/9C1 Item: 99, General Motors, Chevrolet Tahoe 1500 Full Size Police Rated Utility 2WD,	Reliable Chevrolet II (TX) LLC	Rose, Armadillo, No Delivery
CC10706/9C1	Lake Country Chevrolet	No Delivery
Hern: 100, Stellantis, Dodge Charger Full Size Police Rated Sedan - AWD - 3.6L V6,		Longharn, Lupine, Bluebonnet, Mackingbird, Yellow
LDEE48	Grapevine DCI, LLC	Rose, Armadillo, No Delivery
Item: 100, Stellantis, Dodge Charger Full Size Police Rated Sedan - AWD - 3.6L V6,	Deserted CDID LIC	Longhorn, Lupine, Bluebonnet, Mockingbird, Yellow
LDEE48 Item: 101, Stellantis, Dodge Charger Full Size Police Rated Sedan - RWD - 5.7 liter	Donalson CDJR, LLC	Rose, Armadillo, No Delivery Longhorn, Lupine, Bluebonnet, Mockingbird, Yellow
Hemi V8, LDDE48	Grapevine DCJ, LLC	Rose, Armadillo, No Delivery
Item: 101, Stellantis, Dodge Charger Full Size Police Rated Sedan - RWD - 5.7 liter		Longhorn, Lupine, Bluebonnet, Mockingbird, Yellow
Hemi V8, LDDE48	Donalson CDIR, LLC	Rose, Armadillo, No Delivery
Nem; 102, Stellantis, Dodge Durango Pursuit AWD, WDEE75	Grapevine DCJ, LLC	Longharn, Lupine, Bluebannet, Mackingbird, Yellow Rose, Armadillo, No Delivery
stellit tash atellitized peagle and allow and the transfer to		Longhorn, Lupine, Bluebonnet, Mockingbird, Yellow
Item: 102, Stellantis, Dodge Ourango Pursuit AWD, WDEE75	Donalson COIR, LLC	Rose, Armadillo, No Delivery
AND DESCRIPTION OF STATE OF ST	Coldand Courte Con	Longhorn, Lupine, Bluebonnet, Mockingbird, Yallow
Item: 103, Ford, Expedition XLSSV 4X2, U1F Item: 104, General Motors, Chevrolet Boit EUV Special Service Vehicle (SSV),	Caldwell Country Ford	Rose, Armadillo, No Delivery Longhorn, Lupine, Stuebonnet, Mockingbird, Yellow
1FF48/5W4	Reliable Chevrolet II (TX) LLC	Rose, Armadillo, No Delivery
Item: 104, General Motors, Chevrolet Bolt EUV Special Service Vehicle (SSV),		Longhorn, Lupine, Bluebonnet, Mockingbird, Yellow
1FF48/5W4	Caldwell Country Chevrolet	Rose, Armadillo, No Delivery
Item: 105, General Motors, Chevrolet Boit EV Special Service Vehicle (SSV); 1FB48/5W4	Reliable Chevrolet II (TX) LLC	Longhorn, Lupine, Bluebonnet, Mockingbird, Yellow Rose, Armadillo, No Delivery
Item: 105, General Motors, Chevrolet Bolt EV Special Service Vehicle (SSV),	House or order bros in (114) and	Longhorn, Lupine, Bluebonnet, Mockingbird, Yellow
15B48/5W4	Caldwell Country Chevrolet	Rose, Armadillo, No Delivery
A STATE OF THE STA		Longhorn, Lupine, Bluebonnet, Mockingbird, Yellow
Rem: 106, General Motors, Chevrolet Silverado 1500 Short Bed SSV 2WD, CC18543	Parkway Chevrolet, Inc.	Rose, Armedillo Longhorn, Lupine, Bluebonnet, Mockingbird, Yellow
Item: 106, General Motors, Chevrolet Silverado 1500 Short Bed SSV 2WD, CC18543	Reliable Chevrolat II (TX) LLC	Rose, Armadillo, No Delivery
Rem: 106, General Motors, Chevrolet Silverado 1500 Short Bed SSV 2WD, CC18543	Caldwell Country Chevrolet	No Delivery
Item: 107, General Motors, Chevrolet Tahoe 1500 Full Size Special Service Utility 4WD, Ck10706/5W4	Parkway Chevrolet, Inc.	Longhorn, Lupine, Bluebonnet, Mockingbird, Yellow Rose, Armadilio
Item: 107, General Motors, Chevrolet Tahoe 1500 Full Size Special Service Utility		Longhorn, Lupine, Bluebonnet, Mockingbird, Yellow
4WD, CK10706/5W4	Reliable Chevrolet II (TX) LLC	Rose, Armadillo, No Defivery
Rem: 107, General Motors, Chevrolet Tahoe 1500 Fuli Size Special Service Utility 4WD, CK10706/5W4	Caldwell Country Chevrolet	No Delivery
AAAA, CKTOACAA 2004	Caldwell Coding y Chevibles	Longhorn, Lupine, Bluebonnet, Mockingbird, Yellow
Rem: 108, Stellantts, Dodge Durango Speciał Service - RWD, WDDE75	Grapevine DCI, LLC	Rose, Armadillo, No Delivery
		Longhorn, Eupline, Bluebonnet, Mockingbird, Yellow
Item: 109, Stellantis, Ram 1500 Special Service Crew Cab 4X4 5.7L Hemi V8, DS6T98	Grapevine DCJ, LLC	Rose, Armadillo, No Delivery Longhorn, Lupine, Bluebonnet, Mockingbird, Yellow
Item: 109, Stellantis, Ram 1500 Special Service Crew Cab 4X4 5.7L Hemi V8, OS6798	Donalson CDJR, LLC	Rose, Armadillo, No Delivery
	2 2 2 2000	Longhorn, Lupine, Bluebonnet, Mockingbird, Yellow
Item: 110, Ford, Bronco Sport, R9A	Caldwell Country Ford	Rose, Armadillo, No Delivery
Item: 111, Ford, Ecosport S FWD, S2F	Caldwell Country Ford	Longhorn, Lupine, Bluebonnet, Mockingbird, Yellow Rose, Armadillo, No Delivery
		Longhern, Lupine, Bluebonnet, Mockingbird, Yellow
Nem: 112, Ford, Edge SE FWD, K3G	Caldwell Country Ford	Rose, Armadillo, No Delivery
to add to 1 file of files you	D. J. H. D Pa Names Found 535	Longhorn, Lupine, Bluebonnet, Mockingbird, Yellow
Rem: 212, Ford, Edge SE FWD, K3G	Randall Reed's Planet Ford 635	Rose, Armadillo, No Delivery Longhorn, Lupine, Bluebonnet, Mockingbird, Yellow
Rem: 113, Ford, Escape S FWD, U0F	Caldwell Country Ford	Rose, Armadillo, No Delivery
		Longhorn, Lupine, Bluebonnet, Mockingbird, Yellow
item: 113, Ford, Escape S FWD, U0F	Randall Reed's Planet Ford 635	Rose, Armadillo, No Delivery Langhorn, Lupine, Bluebonnet, Mockingbird, Yellow
Item: 114, Ford, Escape SE 4X4, U9G	Caldwell Country Ford	Rose, Armadillo, No Delivery
		Longhorn, Lupine, Bluebonnet, Mockingbird, Yellow
Hem: 114, Ford, Escape 5E 4X4, U9G	Randali Reed's Planet Ford 635	Rose, Armadillo, No Delivery
Item: 115, Ford, Expedition XL 4X2, U1F	Caldwell Country Ford	Longhorn, Lupine, Stuebonnet, Mockingbird, Yellow Rose, Armadillo, No Delivery
HERITA 4447 I VIIII, CAPONINA I ALTAN, VAF	Seague ar will be writted y if the tree	Longhorn, Lupine, Bluebonnet, Mockingbird, Yellow
Item: 116, Ford, Explorer RWD 2.3L, K7B	Randall Reed's Planet Ford 635	Rose, Armadilio, No Delivery
Same 12C Facel European DIA/D 3 31 M79	Caldwall Causter Sort	Langhorn, Lupine, Bluebonnet, Mackingbird, Yellow
Mem: 116, Ford, Explorer RWO 2.3L, K78	Caldwell Country Ford	Rose, Armadillo, No Delivery

Item: 117, General Motors, Chevrolet Blazer FWD LT, 1NK26	Caldwell Country Chevrolet	Longhorn, Lupine, Bluebonnet, Mockingbird, Yeflow Rose, Armadillo, No Delivery
Rem: 117, General Motors, Chevrolet Blazer FWD LT, 1NK26	Reliable Chevrolet II (TX) LLC	Longhorn, Lupine, Bluebonnet, Mockingbird, Yellow Rose, Asmadillo, No Delivery
Item: 118, General Motors, Chevrolet Equinox - FWD - LS, 1XP26	Parkway Chevrolet, Inc.	Longhorn, Lupine, Bluebonnet, Mockingbird, Yellow Rose, Armadillo
		Longhorn, Lupine, Bluebonnet, Mockingbird, Yellow
item: 118, General Motors, Chevrolet Equinox - PWD - LS, 1XP26	Reliable Chevrolet II (TX) LLC	Rose, Armadillo, No Delivery
Rem: 118, General Motors, Chevrolet Equinox - FWD - LS, 1XP26	Caldwell Country Chevrolet	No Delivery
		Longhorn, Lupine, Bluebonnet, Mockingbird, Yellow
Item: 119, General Motors, Chevrolet Suburban ZWD - 1FL, CC10986	Parkway Chevrolet, Inc.	Rose, Armadillo
item: 119, General Motors, Chevrolet Suburban 2WD - 1FL, CC10906	Reliable Chevrolet II (TX) LLC	Longhorn, Lupine, Bluebonnet, Mockingbird, Yellow
Item: 119, General Motors, Chevrolet Suburban 2WD - 1FL, CC10906	Caldwell Country Chevrolet	Rose, Armadillo, No Delivery No Delivery
Hadris 119, desicial Process, and reference designation 2012 - 171, CC12500	Commen Court Green oret	Longhorn, Lupine, Bluebonnet, Mockingbird, Yellow
Item: 120, General Motors, Chevrolet Tahoe 2WD 1FL, CC10706	Parkway Chevrolet, Inc.	Rose, Armadillo
Security Constant Material Chausalet Tahan 116/0 451 CC10705	Political Change at 1 /TV 11 C	Longhorn, Lupine, Bluebannet, Mockingbird, Yellow
Item: 120, General Motors, Chevrolet Tahoe 2WD 1FL, CC10706 Item: 120, General Motors, Chevrolet Tahoe 2WD 1FL, CC10706	Reliable Chevrolet II (TX) LLC Caldwell Country Chevrolet	Rose, Armadillo, No Delivery No Delivery
HERE: 120, General Wictors, Cheviolet Tarios 2400 171, CC10706	Caldwell Coultily Clewiolet	Longhorn, Lupine, Shebonnet, Mockingbird, Yellow
Item: 121, General Motors, Chevrolet Trailblazer FWD LS, 1TR56	Caldwell Country Chevrolet	Rose, Armadillo, No Delivery
		Longharn, Lupine, Bluebonnet, Mackingbird, Yellow
Item: 121, General Motors, Chevrolet Trailblazer FWD LS, 1TR56	Reliable Chevrolet II (TX) LLC	Rose, Armadillo, No Delivery
		Longhorn, Lupine, Bluebonnet, Mcckingbird, Yellow
Nem: 122, General Motors, Chevrolet Traverse FWD LS, 1NB56	Parkway Chevrolet, Inc.	Rose, Armadilfo
		Longhorn, Lupine, Bluebonnet, Yellow Rose,
Rem: 122, General Motors, Chevrolet Traverse FWD LS, 1NB56	Reliable Chevrolet II (TX) LLC	Armadillo, No Delivery
Item: 122, General Motors, Chevrolet Traverse FWD L5, 1NB56	Caldwell Country Chevrolet	Mockingbird, No Delivery
		Longhorn, Lupine, Bluebonnet, Mockingbird, Yellow
Item: 123, General Motors, Chevrolet Trax LS AWD, 11876	Caldwell Country Chevrolet	Rose, Armadillo, No Delivery
AND CONTRACTOR OF THE PROPERTY.	hallafa ay an in morning	Langhorn, Lupine, Stuebonnet, Mackingbird, Yellow
Hem: 123, General Motors, Chevrolet Trax LS AWD, 11R76	Reliable Chevrolet II (TX) LLC	Rose, Armadillo, No Delivery
Item: 124, Stellantis, Dodge Durango SXT - AWD, WDEL75	Grapevine DCI, LLC	Longhorn, Lupine, Bluebonnet, Mockingbird, Yellow
INCIN: 124, Stellation, Bruge Bartings Ski - Asse, Weets	Orapevine Day acc	Rose, Armadillo, No Delivery Longhorn, Lupine, Bluebonnet, Mockingbird, Yellow
Item: 125, Stellantis, Dodge Durango SXT - RWD, WDDL75	Grapevine DCJ, LLC	Rose, Armadillo, No Delivery
	_ ~	Longhorn, Lupine, Bluebonnet, Mockingbird, Yellow
Item: 127, Stellantis, Jeep Cherokee - Latitude FWD, KLTM74	Grapevine DCJ, LLC	Rose, Armadillo, No Delivery
Item: 128, Stellantis, Jeep Compass Sport 4x4, MPJ174	Grapevine DCI, LLC	Longhorn, Lupine, Bluebonnet, Mockingbird, Yellow
itemi 126, Stenantis, Jeep Compass Sport 4x4, WFJ174	Sisperile DCI, LLC	Rose, Armadillo, No Delivery Longhorn, Lupine, Bluebonnet, Mockingbird, Yellow
Item: 129, Stellantis, Jeep Compass Sport PWD, MPTL74	Grapevine DCI, LLC	Rose, Armadillo, No Delivery
		Longhorn, Lupine, Bluebonnet, Mockingbird, Yellow
Brem: 130, Stellantis, Jeep Grand Cherokee Laredo 4x2, WKTH74	Grapevine DCJ, LLC	Rose, Armadillo, No Delivery
		Longhorn, Lupine, Bluebonnet, Mackingbird, Yellow
Rem: 131, Stellantis, Jeep Grand Cherokee Laredo 4X4, WKJH74	Grapevine DCJ, LLC	Rose, Armadillo, No Delivery
		Longhorn, Lupine, Bluebonnet, Mockingbird, Yellow
Item: 134, Stellantis, Jeep Grand Wagoneer, WSJR75	Grapevine DCt, 11C	Rose, Armadillo, No Delivery
		Longhorn, Lupine, Bluebonnet, Mackingbird, Yellow
Item: 135, Stellantis, Jeep Renegade Sport 4x2, BVTL74	Grapevine DCJ, L1.C	Rose, Armadillo, No Delivery
item: 136, Stellantis, Jeep Renegade Sport 4x4, BVIL74	Grapevine DCJ, LLC	Longhorn, Lupine, Bluebonnet, Mockingbird, Yellow
item: 150, Stellatius, Jeep nesiegade Sport 4x4, 6431/4	Grapevice SG, LLC	Rose, Armadiilo, No Delivery Longhorn, Lupine, Bluebonnet, Mockingbird, Yellow
Item: 137, Stellantis, Jeep Wagoneer, WSTH75	Grapevine DCJ, LLC	Rose, Armadillo, No Delivery
		Longhorn, Lupine, Bluebonnet, Mockingbird, Yellow
item: 138, Stellantis, Jeep Wrangler 2 Door Sport, JUL72	Grapevine DCI, LLC	Rose, Armadillo, No Delivery
		Longhorn, Lupine, Bluebonnet, Mockingbird, Yellow
Item: 139, Stellantis, Jeep Wrongler 4 Door Sport, JUL74	Grapevine DCJ, LLC	Rose, Armadillo, No Delivery
		Longhorn, Lupine, Bluebonnet, Mockingbird, Yellow
Rem: 140, Ford, F-150 Regular Cab 4x2 122.5" W8, F1C	Randali Reed's Planet Ford 635	Rose, Armadillo, No Delivery
ttem: 140, Ford, F-150 Regular Cab 4x2 122.5" W3, F1C	Caldwell Country Ford	Longhorn, Lupine, Bluebonnet, Mackingbird, Yellow Rose, Armadillo, No Delivery
		Longhorn, Lupine, Bluebonnet, Mackingbird, Yellow
Item: 141, Ford, F-150 Super Cab 4x2 145" W8, X1C	Randall Reed's Planet Ford 635	Rose, Armadillo, No Delivery
	1235	Longhorn, Lupine, Bluebonnet, Mockingbird, Yellow
Item: 141, Ford, F-150 Super Cab 4x2 145" WB, X1C	Caldwell Country Ford	Rose, Armadillo, No Delivery
Item: 142, Ford, F-150 SuperCrew Cab XL 4x2 345" WB, W1C	Randail Reed's Planet Ford 635	Longhorn, Lupine, Bluebonnet, Moskingbird, Yellow Rose, Armadillo, No Delivery
		Longhorn, Lupine, Bluebonnet, Mockingbird, Yellow
Item: 142, Ford, F-150 SuperCrew Cab XL 4x2 145" WB, W1C	Caldwell Country Ford	Rose, Armadillo, No Delivery
	,	Longhorn, Lupine, Bluebonnet, Mockingbird, Yellow
Rem: 143, Ford, F-250 Short Bed XL 4x2 SD Crew Cab, W2A	Randali Reed's Planet Ford 635	Rose, Armaditio, No Delivery
Marriada Food F SEA Phot D-197 A SIGN O	6,12	Longhorn, Lupine, Stuebonnet, Mockingbird, Yellow
Hem: 143, Ford, F-250 Short Bed Xi. 4x2 SD Crew Cab, W2A	Caldwell Country Ford	Rose, Armadillo, No Delivery
Rem: 144, Ford, F-250 Short Bed XL 4x2 SD Super Cab, X2A	Randall Reed's Planet Ford 635	Longhorn, Lupine, Bluebonnet, Mockingbird, Yellow Rose, Armadillo, No Delivery
BEILLY YALLY OLD LEAD ORDER BOTH WE AVE OF AGREE AGREE AGREE	Tentoen reces 3 Figure Port USS	Liver Sectional Land Distact &

	T	T
Item: 144, Ford, F-250 Short Bed XL 4x2 SD Super Cab, X2A	Caldwell Country Ford	Longhorn, Lupine, Stuebonnet, Mockingbird, Yello Rose, Armadillo, No Delivery
Item: 145, Ford, F-250 XL 4x2 SD Regular Cab, F2A	Randali Reed's Planet Ford 635	Longhorn, Lupine, Bluebonnet, Mockingbird, Yello Rose, Armadillo, No Delivery
Item: 145, Ford, F-250 XI. 4x2 SD Regular Cab, F2A	Caldwell Country Ford	Longhorn, Lupine, Bluebonnet, Mockingbird, Yello Rose, Armadillo, No Delivery
Item: 145, Ford, F-350 XL 4x2 SD Crew Cab Pick-up 8" Box, 176" WB, DRW, WBC	Randall Reed's Planet Ford 635	Langhorn, Lupine, Bluebonnet, Mockingbird, Yello Rase, No Delivery
ttem; 146, Ford, F-350 XL 4x2 SD Crew Cab Pick-up 8° Box, 176" WB, DRW, W3C	Caldwell Country Ford	Longhorn, Lupine, Bluebonnet, Mockingbird, Yello Rose, Armadillo, No Delivery
Item: 147, Ford, F-350 XL 4x2 5D Crew Cab Pick-up Short Bed, 160° WB, SRW, W3A	Randali Resd's Planet Ford 635	Longhorn, Lupine, Bluebonnet, Mockingbird, Yello Rose, Armadillo, No Delivery
		Longhorn, Lupine, Bluebonnet, Mockingbird, Yello
Rem: 147, Ford, F-350 XL 4x2 SD Crew Cab Pick-up Short Bed, 160° WB, SRW, W3A	Caldwell Country Ford	Rose, Armadillo, No Delivery Longhorn, Lupine, Bluebonnet, Mockingbird, Yello
Rem: 148, Ford, F-350 XL 4x2 SD Regular Cab Pick-up 8' box 142" WB DRW, F3C	Randall Reed's Planet Ford 635	Rose, Armadilio, No Delivery Longhorn, Lupine, Bluebonnet, Mockingbird, Yeilor
Item: 148, Ford, F-350 XL 4x2 SD Regular Cab Pick-up 8' hox 142" W8 DRW, F3C	Caldwell Country Ford	Rose, Armadillo, No Delivery Longhorn, Lupine, Bluebonnet, Mockingbird, Yellor
Item: 149, Ford, F-350 Xt 4x2 SD Regular Cab Pick-up 8' Box 142" WB SRW, F3A	Randall Reed's Planet Ford 635	Rose, Armadillo, No Delivery Longhorn, Lupine, Bluebonnet, Mackingbird, Yellor
Item: 149, Ford, F-350 XL 4x2 SD Regular Cab Pick-up 8' Box 142" WB SRW, F3A	Caldwell Country Ford	Rose, Armadillo, No Delivery
Rent: 150, Ford, F-350 XL 4x2 SD Super Cab Pick-up 8° Box 164" WB DRW, X3C	Randall Reed's Planet Ford 635	Longhorn, Lupine, Bluebonnet, Mockingbird, Yellos Rose, Armadillo, No Delivery
Rem: 150, Ford, F-350 XL 4x2 SD Super Cab Pick-up 8" Box 164" WB DRW, X3C	Caldwell Country Ford	Longhorn, Lupine, Bluebonnet, Mockingbird, Yeilos Rose, Armadillo, No Delivery
Item: 151, Ford, F-350 XL 4x2 SD Super Cab SRW Pick-up, Short Bed, 148" WB, X3A	Randali Reed's Planet Ford 635	Longhorn, Lupine, Bluebonnet, Mockingbird, Yellov Rose, Amadillo, No Delivery
tem: 151, Ford, F-350 XL 4x2 SD Super Cab SRW Pick-up, Short Bed, 148" WB, X3A	Caldwell Country Ford	Longhorn, Lupine, Bluebannet, Mackingbird, Yellov Rose, Armadillo, No Delivery
item: 152, Ford, F-450 XL 4x4 SD Crew Cab Pick-up - CA of 56, DRW, WAD	Randall Reed's Planet Ford 635	Longhorn, Lupine, Bluebonnet, Mockingbird, Yelfov Rose, Armadillo, No Delivery
tem: 152, Ford, F-450 XL 4x4 SD Crew Cab Pick-up - CA of 56, DRW, W4D	Caldwell Country Ford	Langhorn, Lupine, Bluebonnet, Mackingbird, Yellov
		Rose, Armadillo, No Delivery Longhorn, Lupine, Bluebonnet, Mockingbird, Yellov
tem: 153, Ford, Maverick Super Crew XL AWD, W8F	Randall fleed's Planet Ford 635	Rose, Armadillo, No Delivery Longhorn, Lupine, Bluebonner, Mockingbird, Yellov
tem: 153, Ford, Maverick Super Crew XLAWD, W8F	Caldwell Country Ford	Rose, Armadiilo, No Delivery Longhorn, Lupine, Bluebonnet, Mockingbird, Yellow
tem: 154, Ford, Ranger XL Crew Cab 4x2, R4E	Caldwell Country Ford	Rose, Armadillo, No Delivery Longhorn, Lupine, Bluebonnet, Mockingbird, Yellow
tem: 154, Ford, Ranger XL Crew Cab 4x2, R4E	Randali Reed's Planet Ford 635	Rose, Armadillo, No Delivery Longhorn, Lupine, Bluebonnet, Mockingbird, Yellow
tem: 155, Ford, Ranger Xt. Super Cab 4x2, R1E	Caldwell Country Ford	Rose, Armadilio, No Delivery Longhorn, Lupine, Bluebonnet, Mackingbird, Yeilov
tem: 155, Ford, Ranger XL Super Cab 4x2, R1E	Randali Reed's Planet Ford 635	Rose, Armadillo, No Delivery
tem: 156, General Motors, Chevrolet Colorado 4x2 Crew Cab 128.3" WB, 12M43	Reliable Chevrolet II (TX) LLC	Langharn, Lupine, Bluebannet, Mockingbird, Yellow Rose, Armadillo, No Delivery
tern: 156, General Motors, Chevrolet Colorado 4x2 Crew Cab 128.3" WB, 12M43	Caldwell Country Chevrolet	Longhorn, Lupine, Bluebonnet, Mockingbird, Yellow Rose, Armadillo, No Delivery
tem: 157, General Motors, Chevrolet Colorado 4x2 Extended Cab 128.3° WB, 12M53	Reliable Chevrolet II (TX) LLC	Longhorn, Eupthe, Bluebonnet, Mockingbird, Yellow Rose, Armadlilo, No Delivery
tem: 157, General Motors, Chevrolet Colorado 4x2 Extended Cab 128.3" WB, 12M53	Caldwell Country Chevrolet	Longhorn, Lupine, Bluebonnet, Mockingbird, Yellow Rose, Armadillo, No Delivery
tem: 158, General Motors, Chevrolet Silverado 1500 Craw Cab ZWD (Standard Bed 47.4" WB), CC18543	Reliable Chevrolet II (TX) LLC	Longhorn, Eupine, Bluebonnet, Mockingbird, Yellow Rose, Armadillo, No Delivery
tern: 158, General Motors, Chevrolet Silverado 1500 Crew Cab 2WD (Standard Bed 47.4" WB), CC18543	AND	Longhorn, Lupine, Bluebonnet, Mockingbird, Yellow
tem: 159, General Motors, Chevrolet Silverado 1500 Double Cab 2WD 147" WB	Caldwell Country Chevrolet	Rose, Armadillo, No Deilvery Longhorn, Lupine, Biuebonnet, Mockingbird, Yellow
Standard Bed 147.4° WB), CC18753 sem: 159, General Motors, Chevrolet Silverado 1500 Double Cab 2WD 147" WB	Reliable Chevrolet II (TX) LLC	Rose, Armadillo, No Delivery Longhorn, Lupine, Bluebonnet, Mackingbird, Yellow
Standard Bed 147.4" WB), CC18753 rem: 160, General Motors, Chevrolet Silverado 1500 Regular Cati RWD (Long Bed	Caldwell Country Chevrolet	Rose, Armadilio, No Delivery Longhorn, Lupine, Bluebonnet, Mockingbird, Yellow
a9.6" WB), CC18903 em: 160, General Motors, Chevrolet Silverado 1500 Regujar Cab RWD (Long Bed	Reliable Chevrolet II (TX) LLC	Rose, Armadillo, No Delivery Longhorn, Lupine, Bluebonnet, Mockingbird, Yellow
39,6" WB), CC18903 em: 161, General Motors, Chevrolet Silverado 2500HD Crew Cab 2WD (Standard	Caldwell Country Chevrolet	Rose, Armadillo, No Delivery Longhorn, Lupine, Bluebonnet, Mockingbird, Yellow
ed 158.9" W8), CC20743 em; 161, General Motors, Chevrolet Silverado 2500HD Crew Cab 2WD (Standard	Reliable Chevrolet II (TX) LLC	Rose, Armadillo, No Delivery
ed 158.9" WBJ, CC20743	Caldwell Country Chevrolet	Longhorn, Lupine, Bluebonnet, Mockingbird, Yellow Rose, Armadiilo, No Delivery
tem: 162, General Motors, Chevrolet Silverado 2500HD Double Cab 2WD (Standard ed 149.4" W8), CC20753	Reliable Chevrolet II (TX) LLC	Longhorn, Lupine, Bluebonnet, Mockingbird, Yelfow Rose, Armadillo, No Delivery
em: 362, General Motors, Chevrolet Silverado 2500HD Double Cab 2WD (Standard ed 149.4" WB), CC20753	Caldwell Country Chevrolet	Longhorn, Lupine, Bluebonnet, Mockingbird, Yellow Rose, Armadillo, No Delivery
em: 163, General Motors, Chevrolet Silverado 2500HD Regular Cab 2WD (Long Bed 41" WB), CC20903	Reliable Chevrolet II (TX) LLC	Longhorn, Lupine, Bluebannet, Mackingbird, Yellow Rose, Armadilio, Na Delivery

Rem: 163, General Motors, Chevrolet Silverado 2500HD Regular Cab 2WD (Long Bed 141" WB), CC20903	Caldwell Country Chevrolet	Longhorn, Lupine, Bluebonnet, Mockingbird, Yellow Rose, Armadillo, No Delivery
Item: 164, General Motors, Chevrolet Sliverado 3500HD Crew Cab 2WD SRW (Standard Bed 158" WB), CC30743	Reliable Chevrolet II (TX) LLC	Longhorn, Lupine, Bluebonnet, Mackingbird, Yellow Rose, Armadillo, No Delivery
(tem: 164, General Motors, Chevrolet Silverado 3500HD Crew Cab 2WD SRW (Standard Bed 158" WB), CC30743	Caldwell Country Chevrolet	Longhorn, Lupine, Bluebonnet, Mockingbird, Yellow Rose, Armadillo, No Delivery
Item: 165, General Motors, Chevrolet Silverado 3500HD Double Cab 2WD 5RW (Long	adiques abatility criterioses	Longhorn, Lupine, Bluebonnet, Mockingbird, Yellow
Bed 162" WB), CC3D953	Reliable Chevrolet II (TX) LLC	Rose, Armadillo, No Delivery
Item: 165, General Motors, Chevrolet Silverado 3500HD Double Cab 2WD SRW (Long		Longhorn, Lupine, Bluebannet, Mockingbird, Yellow
Bed 162" W8), CC30953	Caldwell Country Chevrolet	Rose, Armadillo, No Delivery
Rem: 166, General Motors, Chevrolet Silverado 3500HD Regular Cab 2WD SRW (Long Bed 141" WB), CC30903	Reliable Chevrolet II (TX) LLC	Longhorn, Lupine, Bluebonnet, Mockingbird, Yellow Rose, Armadiilo, No Delivery
Item: 166, General Motors, Chevrolet Silverado 3500HD Regular Cab 2WD SRW (Long		Longhorn, Lupine, Bluebonnet, Mockingbird, Yellow
Bed 141" WB), CC30903	Caldwell Country Chevrolet	Rose, Armadillo, No Delivery
Item: 267, Stellantis, Jeep Gladiator Sport 4x4, JTJL98	Grapevine DCJ, LLC	Longhorn, Lupine, Bluebonnet, Mockingbird, Yellow Rose, Armadillo, No Delivery
tem: 168, SteBantis, Ram 1590 Classic Tradesman Light Duty Crew Cab 4X2 140" W8 -	Grapevine Des, cae	Longhorn, Lupine, Bluebonnet, Mockingbird, Yellow
5' 7" Bed, DS1198	Grapevine DCJ, LLC	Rose, Armadillo, No Delivery
item: 169, Stellantis, Ram 1500 Classic Tradesman Light Duty Crew Cab 4X4 140" WB -	3 (7) (8)	Longhorn, Lupine, Bluebannet, Mockingbird, Yellow
5' 7" 8ed, DS6198 Item; 17D, Stellantis, Ram 1500 Classic Tradesman Light Duty Quad Cab 4X2 140" WB	Grapevine DC), LLC	Rose, Armadillo, No Delivery
6'4" Box, DS1L41	Grapevine DCI, LLC	Longhorn, Lupine, Bluebonnet, Mockingbird, Yellow Rose, Armadillo, No Delivery
tem: 171, Stellantis, Ram 1500 Classic Tradesman Light Duty Quad Cab 4X4 140" WB -		Longhorn, Lupine, Bluebonnet, Mockingbird, Yellow
6'4" Box, DS6L41	Grapevine DCI, LLC	Rose, Armedillo, No Delivery
ttem: 172, Stellantis, Ram 1500 Classic Tradesman Light Duty Regular Cab 4X2 120.5"		Longhorn, Lupine, Bluebonnet, Mackingbird, Yellow
WB - 5'7" Box, DS1161	Grapevine DCI, LLC	Rose, Armadillo, No Delivery
tem: 173, Stellantis, Ram 1500 Classic Tradesman Light Duty Regular Cab 4X4 120.5" WB - 5'7" Box, DS6L61	Grapevine DCJ, LLC	Longhorn, Lupine, Bluebonnet, Mockingbird, Yellow Rose, Armadillo, No Delivery
tem: 175, Steflantis, Ram 1500 Tradesman Crew Cab 4X2 (144.5 in WB 5` 7" box),	Grapewile DG, LLC	Longhorn, Lupine, Bluebonnet, Mockingbird, Yellow
DTIL98	Grapevine DCJ, LLC	Rose, Armadillo, No Delivery
tem: 176, Stellantis, Ram 1500 Tradesman Crew Cab 4X4 (144.5 in WB 5' 7" box),		Longhorn, Lupine, Bluebonnet, Mockingbird, Yellow
DT6L98	Grapevine DCI, LLC	Rose, Armadillo, No Delivery
tem: 177, Stellantis, Ram 1500 Tradesman Quad Cab 4X2 (140 in WB 6' 4" box),		Longhorn, Lupine, Bluebonnet, Mockingbird, Yellow
DT1L41	Grapevine DCI, LLC	Rose, Armadillo, No Delivery
tem: 178, Stellantis, Rem 1506 Tradesman Quad Cab 4X4 (140 in WB 6° 4° box), 976641	Grapevine DCJ, LLC	Longhorn, Lupine, Bluebonnet, Mockingbird, Yellow Rose, Armadillo, No Delivery
7,0072	Grapeville Day, ELO	Longhorn, Lupine, Bluebonnet, Mackingbird, Yellow
tem: 179, Stellantis, Ram 2500 Mega Cab Big Horn 4x4, DJ7H81	Grapevine DCJ, LLC	Rose, Armadillo, No Delivery
, , , , , , , , , , , , , , , , , , ,		Longhorn, Lupine, Bluebonnet, Mockingbird, Yellow
tem: 180, Stellantis, Ram 2500 Regular Cab 4X2 140" WB - 8ft. Box, DJ2L62	Grapevine DCJ, LLC	Rose, Armadillo, No Delivery
		Longhorn, Lupine, Bluebannet, Mackingbird, Yellow
tem: 181, Stellantis, Ram 2500 Regular Cab 4X4 140" WB - 8ft. Box, DJ7L62	Grapevine DCI, LLC	Rose, Armadillo, No Delivery
tem: 182, Stellantis, Ram 2500 Tradesman Crew Cab 4X2 (149 in WB 6` 4" box), b)2191	C	Longhorn, Lupine, Bluebannet, Mackingbird, Yellow
tem: 183, Stellantis, Ram 2500 Tradesman Crew Cab 4X4 (149 in WB 6' 4" box),	Grapavine DCJ, LLC	Rose, Armadillo, No Delivery Longhorn, Lupine, Bluebonnet, Mockingbird, Yellow
171.91	Grapevine DCJ, LLC	Rose, Armadillo, No Delivery
		Longhorn, Lupine, Bluebannet, Mockingbird, Yellow
tem: 184, Stellantis, Ram 3500 Mega Cab Big Horn 4x4, D28H81	Grapevine DCI, LLC	Rose, Armadillo, No Delivery
tem: 185, Stellantis, Ram 3500 Tradesman 4X2 Heavy Duty Crew Cab 149" WB 6'4"	DOI 110	Longhorn, Lupine, Bluebonnet, Mockingbird, Yellow
ox SRW, D23L91 vern: 186, Stellantis, Ram 3500 Tradesman 4X4 Heavy Duty Crew Cab 149" WB 6'4"	Grapevine DCJ, LLC	Rose, Armadilio, No Delivery
lox SRW. D28L91	Grapevine DCI, LLC	Longhorn, Lupine, Bluebonnet, Mockingbird, Yellow Rose, Armadillo, No Delivery
VIONIT, PAGESA	CHAPTING DOG LEG	Longhorn, Lupine, Bluebonnet, Mackingbird, Yellow
tem: 187, Ford, Crew Transit Van 150 RWO, E12	Caldwell Country Ford	Rose, Armadtilo, No Delivery
	#-	Lupine, Bluebonnet, Wockingbird, Yellow Rose,
em: 187, Ford. Crew Transit Van 150 RWD, E1Z	Randal! Reed's Planet Ford 635	Armadillo, No Delivery
		Longhorn, Lupine, Bluebonnet, Mockingbird, Yellow
em: 188, Ford, Transit 150 XL 8 Passenger Low Roof Wagon, K1Y	Randali Reed's Planet Ford 635	Rose, Armadillo, No Delivery
em: 188, Ford, Transit 150 XL8 Passenger Low Roof Wagon, K1Y	Caldwell Country Ford	Longhorn, Lupine, Bluebonnet, Mockingbird, Yellow Rose, Armaditio, No Delivery
and and the state and	ealowell cooling Ford	Longhorn, Lupine, Bluebonnet, Mockingbird, Yellow
em: 189, Ford, Transit 350 XL12 Passenger Low Roof Wagon, X2Y	Randali Reed's Planet Ford 635	Rose, Amadillo, No Delivery
em: 189, Ford, Transit 350 XL 12 Passenger Low Roof Wagon, X2Y	Caldwell Country Ford	Longhorn, Lupine, Bluebonnet, Mockingbird, Yellow Rosa, Armadillo, No Delivery
		Longhorn, Lupine, Bluebonnet, Mockingbird, Yellow
em: 190, Ford, Transit Connect XL 7 Passenger Wagon, S9E	Caldwell Country Ford	Rose, Annadillo, No Delivery
em: 190, Ford, Transit Connect XL 7 Passenger Wagon, S9E	Randall Reed's Planet Ford 635	Longhorn, Lupine, Bluebonnet, Mockingbird, Yellow Rose, Armadillo, No Delivery
		Longharn, Lupine, Bluebonnet, Mockingbird, Yellow
em: 191, Ford, Transit Connect XL Standard Roof Long Wheelbase Cargo Van, S7S	Randali Reed's Planet Ford 635	Rose, Armadiilo, No Delivery
em: 191, Ford, Transit Connect XL Standard Roof Long Wheelbase Cargo Van, S7S	Caldwell Country Ford	Longhorn, Lupine, Bluebonnet, Mockingbird, Yellow Rose, Armadillo, No Delivery
100 20 21 10 01 11 10 01 10 10 10 10 10 10 10 10		
	Caldwell Country Food	Longhorn, Lupine, Bluebonnet, Mockingbird, Yellow
em: 192, Ford, Transit Connect XI. Standard Roof Short Wheelbase Cargo Van, S6S	Caldwell Country Ford	Longhorn, Lupine, Bluebonnet, Mockingbird, Yellow Rose, Armadillo, No Delivery Longhorn, Lupine, Bluebonnet, Mockingbird, Yellow

	B 188 8 8 188	Longhorn, Lupine, Bluebonnet, Mockingbird, Yellow
Item: 193, Ford, Transit T-150 Low Roof Cargo Van - RWD, E1Y	Randall Reed's Planet Ford 635	Rose, Armadillo, No Delivery
Item: 193, Ford, Transit T-150 Low Roof Cargo Van - RWO, E1Y	Caldwell Country Ford	Longhorn, Lupine, Bluebonnet, Mackingbird, Yellow Rose, Acnadillo, Na Delivery
Rem: 194, Ford, Transk T-250 130" WB Low Roof Cargo Van - RWD, R1Y	Randell Reed's Planet Ford 635	Longhorn, Lupine, Bluebonnet, Mockingbird, Yellow Rose, Armadilio, No Delivery
Item: 194, Ford, Transit T-250 130" W8 Low Roof Cargo Van - RWD, R1Y	Caldwell Country Ford	Longhorn, Lupine, Bluebonner, Mockingbird, Vellow Rose, Armadillo, No Dellyery
Rem: 195, Ford, Transit T-350 130° WB Low Roof Cargo Van - RWD, W1Y	Randali Reed's Planet Ford 635	Longhorn, Lupine, Bluebonnet, Mockingblrd, Yellow Rose, Armadillo, No Delivery
Item: 195, Ford, Transit T-350 130" W& Low Roof Cargo Van - RWD, W1Y	Caldwell Country Ford	Longhorn, Lupina, Bluebonnet, Mockingbird, Yellow Rose, Armadillo, No Delivery
Item: 196, General Motors, Chevrolet Express 2500 1WT 135" Cargo Van, CG23405	Reliable Chevrolet II (TX) LLC	Longhorn, Lupine, Bluebonnet, Mockingbird, Yellow Rose, Armadillo, No Delivery
Item: 196, General Motors, Chevrolet Express 2500 LWT 135" Cargo Yan, CG28405	Caldwell Country Chevrolet	Longhorn, Lupine, Bluebonnet, Mockingbird, Yellow Rose, Armadillo, No Delivery
ttem: 197, General Motors, Chevrolet Express 2500 LS 135" Passenger Van, CG23406	Reliable Chevrolet I! (TX) LLC	Longhorn, Lupine, Bluebonnet, Mockingbird, Yellow Rose, Armadillo, No Delivery
Item: 197, General Motors, Cheyrolet Express 2500 LS 135* Passenger Van, CG23406	Caidwell Country Chevrolet	Longhorn, Lupine, Bluebonnet, Mackingbird, Yellow Rose, Armadillo, No Delivery
ttem: 198, General Motors, Chevrolet Express 3500 1WT 135" Cargo Van, CG33405	Reliable Chevrolet II (TX) ELC	Longhorn, Lupine, Bluebonnet, Mockingbird, Yellow Rose, Armadillo, No Delivery
Item: 198, General Motors, Chevrolet Express 3500 1WT 135" Cargo Van, CG33405	Caldwell Country Chevrolet	Longhorn, Lupine, Biuebonnet, Mockingbird, Yellow Rose, Armadillo, No Delivery
Rem: 199, General Motors, Chevrolet Express 3500 LS 135" Passenger Van, CG33406	Reliable Chevrolet II (TX) LLC	Longhorn, Lupine, Bluebonnet, Mockingbird, Yellow Rose, Armadillo, No Delivery
Item; 199, General Motors, Chevrolet Express 3500 LS 135" Passenger Van, CG33406	Caldwell Country Chavrolet	Longhorn, Lupine, Bluebonnet, Mackingbird, Yellow Rose, Armadillo, No Delivery
Item: 200, Stellantis, Chrysler Pacifica, RUCR53	Grapevine DCJ, LLC	Longhorn, Eupine, Bluebonnet, Mockingbird, Yellow Rose, Armadillo, No Delivery
item; 201, Stellantis, Chrysler Voyager LX, RUCL53	Grapevina DCJ, LLC	Longhorn, Lupine, Biuebonnet, Mockingbird, Yellow Rose, Armadilio, No Delivery
item: 202, Stellantis, Ram Promaster 1500 Cargo Van Low Roof 118" WB, VF11.1	Grapevine DCJ, LLC	Longhorn, Lupine, Bluebonnet, Mackingbird, Yellow Rose, Armadillo, No Delivery
item: 203, Stellantis, Ram Promaster 2500 Cargo Van Low Acof 136" WB, VF2L12	Grapevine DCJ, LLC	Longhorn, Lupine, Bluebonnet, Mockingbird, Yellow Rose, Armadilio, No Delivery
item: 204, Stellantis, Ram Promaster 3500 Cargo Van Low Roof 136" WB, VF3L12	Grapevine DCJ, LLC	Longhorn, Lupine, Bluebonnet, Mackingbird, Yellow Rose, Armadillo, No Delivery
item: 205, Stellantis, Ram Promaster City Tradesman Cargo Van 122.4 IN WB, VMD151	Grapevine DCJ, LLC	Longhorn, Lupina, Bluebonnet, Mockingbird, Yellow Rose, Armadillo, No Delivery

11/23/22, 2:01 PM Award Report

Bid Award

Contract: 22-03-1008R, Vehicle Procurement

Group: Police Rated Vehicles

Item: 99, General Motors, Chevrolet Tahoe 1500 Full Size Police Rated Utility 2WD, CC10706/9C1

Description: Manufacturer's standard base model specifications and current model year for model/model number listed. Deletions are not to be deducted from base price during bid. Contact awarded dealer for credit on items to be deleted.

Model Upgrade/Downgrade: The mandatory minimum 6% discount only applies to factory options, not the model upgrades/downgrades. The following models are a model upgrade/downgrade to the base model for this line item. Please refer to the option sheet for pricing: Model CK10706/9C1: Tahoe 1500 Full Size Police Rated Utility 4WD (PPV)

Zone	Rank	Vendor	Price	Percent (Taken off MSRP for options)	Build File	Options File
Longhorn	Primary Alternate	Reliable Chevrolet II (TX) LLC Parkway Chevrolet, Inc.	\$34,438.95 \$36,757.47	9.00% 6.00%	Build Build	Options Options
Lupine	Primary Alternate	Reliable Chevrolet II (TX) LLC Parkway Chevrolet, Inc.	\$34,606.95 \$36,757.47	9.00% 6.00%	Build Build	Options Options
Bluebonnet	Primary Alternate	Reliable Chevrolet II (TX) LLC Parkway Chevrolet, Inc.	\$34,722.45 \$36,786.97	9.00% 6.00%	Build Build	Options Options
Mockingbird	Primary Alternate	Reliable Chevrolet II (TX) LLC Parkway Chevrolet, Inc.	\$35,026.95 \$36,786.97	9.00% 6.00%	Build Build	Options Options
Yellow Rose	Primary Alternate	Reliable Chevrolet II (TX) LLC Parkway Chevrolet, Inc.	\$34,606.95 \$36,727.97	9.00% 6.00%	Build Build	Options Options
Armadillo	Primary Alternate	Reliable Chevrolet II (TX) LLC Parkway Chevrolet, Inc.	\$34,690.95 \$36,757.47	9.00% 6.00%	Build Build	Options Options
No Delivery	Primary Primary	LAKE COUNTRY CHEVROLET Reliable Chevrolet II (TX) LLC	\$34,354.95 \$34,354.95	6.00% 9.00%	Build Build	Options Options

11/23/22, 2:01 PM Award Report



MEMO

DATE: December 5, 2022

TO: **Keith Dagen – Director of Finance**

Ally Dobbins – Purchasing Manager FROM:

SUBJECT: Award of Bid #26-23 for the Cooperative Purchase of Fifteen (15)

Vehicles for Various City Departments to Rush Truck Centers of Texas, LP in the amount of \$855,486.50 through The Local Government Purchasing Cooperative ("BuyBoard") Contract #601-

19

Proposed Date of Award: December 12, 2022

I concur with the recommendation of Ernie Ramos – Fleet and Materials Manager with concurrence from Curtis Poovey - Fire Chief, Mark Nelson - Director of Transportation & Mobility, Jim Dulac - Director of Engineering & Capital Projects, Gary Tittle - Chief of Police, Lori Smeby - Director of Parks & Recreation, and Eric Robison Director of Public Services, and request permission to issue a purchase order for fifteen (15) vehicles with configurations shown in the attached quotes for Fire, Transportation & Mobility, Facilities Maintenance, Police, Parks Maintenance, and Streets to Rush Truck Centers of Texas in the amount of \$855,486.50.

The above referenced vehicles have been competitively bid through BuyBoard Contract #601-19. The City of Richardson is a member of BuyBoard through its existing interlocal agreement for cooperative purchasing pursuant to Texas Government Code Section 791.025 and Texas Local Government Code Section 271.102.

Funding is provided in the following funds and projects:

Project # FD2306, Account # 2450-14-11-710-000-707421, \$53,536,04 Project # TT2302, Account # 2450-20-34-725-000-707421, \$45,768.00 Project # CP2301, Account # 2450-20-31-715-000-707421, \$53,285.00 Project # PD2307, Account # 2450-10-11-710-000-707421, \$56,183.04 Project # PD2308, Account # 2450-10-11-710-000-707421, \$53,603.04 Project # PD2309, Account # 2450-10-11-710-000-707421, \$53,603.04 Project # PD2310, Account # 2450-10-11-710-000-707421, \$54,455.00 Project # PD2312, Account # 2450-10-11-710-000-707421, \$46,691.00 Project # PD2314, Account # 2450-10-11-710-000-707421, \$49,008.00 Project # PD2317, Account # 2450-10-11-710-000-707421, \$53,603.04 Project # PM2307, Account # 2450-30-50-720-000-707421, \$60,497.00 Project # PM2308, Account # 2450-30-50-720-000-707421, \$69,913.00 Project # PM2312, Account # 2450-30-50-720-000-707421, \$72,331.00

Project # PM2313, Account # 2450-30-50-720-000-707421, \$51,345.00

Project # ST2301, Account # 2450-20-36-725-000-707421, \$81.665.30

Page 2, Bid 26-23 Award Recommendation Memo

Concur:

Keith Dagen

ATTACHMENTS



DATE:

November 22, 2022

TO:

Ally Dobbins, Purchasing Manager

THROUGH: Curtis Poovey, Fire Chief (Julian Chief (Mark Nelson, Transportation Director

Jim Dulac, Director of Engineering & Facilities

Gary Tittle, Police Chief

Lori Smeby, Director of Parks & Recreation

Eric Robison, Director of Public Services

FROM:

Emie Ramos, Fleet & Materials Manager

RE:

Capital Equipment Purchase, via Buyboard Contract # 601-19

Contract expires 11/30/2023.

I have reviewed the contract referenced above and received quotes from Rush Truck Centers of Texas, LP. for various vehicles identified below totaling \$855,486.50. I reviewed the quotes and recommend purchasing the vehicles from Rush Truck Centers of Texas, LP. The funding for these purchases is listed in the accounts below.

Project # FD2306, Account # 2450-14-11-710-000-707421, \$53,536,04 Project # TT2302, Account # 2450-20-34-725-000-707421, \$45,768.00 Project # CP2301, Account # 2450-20-31-715-000-707421, \$53,285.00 Project # PD2307, Account # 2450-10-11-710-000-707421, \$56,183,04 Project # PD2308. Account # 2450-10-11-710-000-707421, \$53,603,04 Project # PD2309, Account # 2450-10-11-710-000-707421, \$53,603,04 Project # PD2310, Account # 2450-10-11-710-000-707421, \$54,455.00 Project # PD2312, Account # 2450-10-11-710-000-707421, \$46,691.00 Project # PD2314, Account # 2450-10-11-710-000-707421, \$49,008.00 Project # PD2317, Account # 2450-10-11-710-000-707421, \$53,603.04 Project # PM2307, Account # 2450-30-50-720-000-707421, \$60,497.00 Project # PM2308, Account # 2450-30-50-720-000-707421, \$69,913,00 Project # PM2312, Account # 2450-30-50-720-000-707421, \$72,331,00 Project # PM2313, Account # 2450-30-50-720-000-707421, \$51,345.00 Project # ST2301, Account # 2450-20-36-725-000-707421, \$81,665,30

Page # 2, Capital Equipment Purchases

Attachment/s:

Copies of Rush Truck Quotes (15-pages)

Buyboard Contract #601-19 (2-pages)

Buyboard Vendor Contract Information Summary (2-pages)

CC:

Buddy Hughes, Battalion Chief-Support Services Robert Younger, Assistant Chief-Administration Yang Jin, Traffic Engineer & Operations Manager Ray Ginther, Facilities Maintenance Superintendent

Brian Meli, Traffic Sergeant Jamie Gerhart, Patrol Captain Keith Kockler, CID Captain

Coby Pewitt, Assistant Chief-Operation

Michael Bussiere, Assistant Chief-Operations Chris Rasbury, Assistant Parks Superintendent Chris Acuff, Assistant Parks Superintendent

Jeff Jackson, Parks Superintendent

Shohn Rodgers, Assistant Director of Parks & Planning

Mario Aguilar, Street Superintendent

Brad Bernhard, Assistant Director of Public Services

REMIT P.O. TO:munisales@rushenterprises.com Vendor RUSH TRUCK CENTER Date Prepared Contact for Vendor: Mike Foley Phone 214-215-3536 City of Richardson End User: End User Contact: Ernie Ramos 972 744 4421 Phone/Fax Product Description: 2023 Ford Police Explorer A: Base Price in Bid/Proposal Number: 601-19 Series: **Explorer** \$ 29,400.00 B: Published Options(Itemize Below) DESCRIPTION AMOUNT OPT# DESCRIPTION **AMOUNT K8A Police Explorer** \$ 7,177.79 Ford Ford \$ 6;553.00 Ford Listed options Ford Ford RTC-0040 OEM Safety Inspection Ford 1,236.00 Ford RTC-1026 Lot Insurance \$ 1.069.25 RTC-1027 Floor Plan Interest Ford 1.425.00 Ford Ford Ford Ford Subtotal Column 1: \$ 13,730.79 Subtotal Column 2: \$ 3,730.25 Published Options added to Base Price(Subtotal of "Col 1" & "Col 2") \$ 17,461.04 C: Subtotal of A + B \$ 46,861.04 D: Non Published Options Subtotal Column 2: \$ Subtotal Column 1: Unpublished Options added to Base price (Subtotal "Col 1 + Col 2") E: Contract Price Adjustment (If any, explain here) 6,675.00 Loss of FOMOCO Government Discounts Material surcharge increases F: Total of C + D +/- E G: Quantity orderer Units: хF H: BUYBOARD Administrative Fee % 1: Non-Equipment Charges & Credits (I.e.: Ext. Warranty, Trade-In, Delivery, etc.)

J: TOTAL PURCHASE PRICE INCLUDING (G+H+I)

FD2306 (E.R.)

\$ 53,536.04

REMIT P.O. TO:munisales@rushenterprises.com Vendor RUSH TRUCK CENTER Date Prepared 11/11/2022 Contact for Vendor: Mike Foley Phone 214-215-3536 End User: City of Richardson End User Contact: Ernie Ramos Phone/Fax 972 744 4421 Product Description: 2023 Ford F-150 EXT A: Base Price in Bid/Proposal Number: 601-19 Series: F-150 \$ 17,150,00 B: Published Options(Itemize Below) DESCRIPTION **AMOUNT** OPT# DESCRIPTION **AMOUNT** XIC \$ 7,725.00 Ford Ford Ford Ford Listed options \$ 6,280.00 Ford Ford RTC-0040 OEM Safety Inspection 1,236.00 Ford RTC-1026 Lot Insurance 1,069.25 Ford RTC-1027 Floor Plan Interest 1.425.00 Ford Ford Ford Ford Subtotal Column 1: \$ 14,005.00 Subtotal Column 2: \$ 3,730.25 Published Options added to Base Price(Subtotal of "Col 1" & "Col 2") \$ 17,735.25 C: Subtotal of A + B \$ 34,885.25 D: Non Published Options Subtotal Column 1: Subtotal Column 2: \$ Unpublished Options added to Base price (Subtotal "Col 1 + Col 2") E: Contract Price Adjustment (If any, explain here) \$ 10,882.75 Loss of FOMOCO Government Discounts Material surcharge increases F: Total of C + D +/- E G: Quantity ordered Units: хF H: BUYBOARD Administrative Fee % I: Non-Equipment Charges & Credits (I.e.: Ext. Warranty, Trade-In, Delivery, etc.)

772302

\$ 45,768.00

J: TOTAL PURCHASE PRICE INCLUDING (G+H+I)

BUYBOARD REMIT P.O. TO:munisales@rushenterprises.com RUSH TRUCK CENTER Vendor Date Prepared 11/11/2022 Contact for Vendor: Mike Foley Phone 214-215-3536 End User: City of Richardson

	et Description: 2023 Ford Transit-	250 16. 2:	Pnone/	Fax <u>9/2 /44 4421</u>		
Produc	ct Description: 2023 Forti I fansii-	озо мешши п	OI			
	se Price in Bid/Proposal Number:	601-19	Series:	Transit-350	\$	25,300.00
B: Pu	blished Options(Itemize Below)					
	DESCRIPTION	AMOUNT	OPT#	DESCRIPTION	Al	MOUNT
Ford	W9C medium roof 148 wb	\$ 9,875,25	Ford			
Ford	Ford Listed options	\$ 3,895.00	Ford			
Ford			_	OEM Safety Inspection	\$	1,236.00
Ford			RTC-1026	Lot Insurance	\$	1,069.25
Ford			RTC-1027	Floor Plan Interest	\$	1,425.00
Ford			Ford			
Ford			Ford			
Subtot	al Column 1: \$ 13,770.25		Subtota	l Column 2: \$ 3,730.25		
Publish	ned Options added to Base Price(Subtotal of "Co.	11" & "Col	2")	\$	17,500.50
C: Sul	btotal of A + B				S	42,800.50
D: No	n Published Options					
					_	
			1-		_	
Subtot	al Column 1:		Subtota	l Column 2: \$ -		
1 Immula	lished Options added to Bose prin	a / Subtatal "Ca	11 + 001) #\	-	
Unpub	lished Options added to Base price	e (Subiolai Co	1 7 0012			
E: Cor	ntract Price Adjustment (If any, ex	plain here)				,
					\$	10,484.50
Materia	al surcharge increases	Loss of FOMO	CO Gove	rnment Discounts		
F: Tota	al of C + D +/- E					
G: Qua	antity ordere: Units:		хF			
H: BU'	YBOARD Administrative Fee			%		
I: Non-	-Equipment Charges & Credits (I.e	e.: Ext. Warrant	y, Trade-I	n, Delivery, etc.)		
			-			
			+			
	55)				_	

J: TOTAL PURCHASE PRICE INCLUDING (G+H+I)



\$ 53,285.00

TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE PD2307 (1)

REMIT P.O. TO:munisales@rushenterprises.com RUSH TRUCK CENTER Vendor Date Prepared Phone 214-215-3536 Contact for Vendor: Mike Foley City of Richardson End User: End User Contact: Ernie Ramos Phone/Fax 972 744 4421 Product Description: 2023 Ford Police Explorer A: Base Price in Bid/Proposal Number: 601-19 Series: Explorer \$ 29,400.00 B: Published Options(Itemize Below) DESCRIPTION **AMOUNT** DESCRIPTION AMOUNT OPT# \$ 7,177.79 **K8A Police Explorer** Ford Ford Ford Listed options \$ 9,200.00 Ford Ford RTC-0040 OEM Safety Inspection Ford \$ 1,236.00 RTC-1026 Lot Insurance Ford 1.069.25 Ford RTC-1027 Floor Plan Interest 1,425.00 Ford Ford Ford Ford Subtotal Column 1: \$ 16,377.79 Subtotal Column 2: \$ 3,730.25 Published Options added to Base Price(Subtotal of "Col 1" & "Col 2") \$ 20,108.04 C: Subtotal of A + B 49,508.04 D: Non Published Options Subtotal Column 1: Subtotal Column 2: \$ Unpublished Options added to Base price (Subtotal "Col 1 + Col 2") E: Contract Price Adjustment (If any, explain here) 6,675.00 Material surcharge increases Loss of FOMOCO Government Discounts F: Total of C + D +/- E G: Quantity ordere: Units: хF H: BUYBOARD Administrative Fee % 1: Non-Equipment Charges & Credits (I.e.: Ext. Warranty, Trade-In, Delivery, etc.)

P02307 E.B.

\$ 56,183.04

J: TOTAL PURCHASE PRICE INCLUDING (G+H+I)

TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE PD2309 (3)

REMIT P.O. TO:munisales@rushenterprises.com RUSH TRUCK CENTER Vendor Date Prepared 12/5/2022 Phone 214-215-3536 Contact for Vendor: Mike Foley End User: City of Richardson End User Contact: Ernie Ramos Phone/Fax 972 744 4421 Product Description: 2023 Ford Police Explorer A: Base Price in Bid/Proposal Number: 601-19 Series: Explorer \$ 29,400.00 B: Published Options(Itemize Below) DESCRIPTION **AMOUNT** DESCRIPTION **AMOUNT** OPT# K8A Police Explorer \$ 7,177.79 Ford Ford Ford Listed options 9,200.00 Delete option 47E RTC-0040 OEM Safety Inspection 1,236.00 Ford \$ (2.580.00) \$ RTC-1026 Lot Insurance 1,069.25 Ford Ford RIC-1027 Floor Plan Interest 1,425.00 Ford Ford Subtotal Column 1: \$ 13,797.79 Subtotal Column 2: \$ 3,730.25 Published Options added to Base Price(Subtotal of "Col 1" & "Col 2") \$ 17,528.04 C: Subtotal of A + B 46,928.04 D: Non Published Options Subtotal Column 1: Subtotal Column 2: \$ Unpublished Options added to Base price (Subtotal "Col 1 + Col 2") E: Contract Price Adjustment (If any, explain here) 6,675.00 Loss of FOMOCO Government Discounts Material surcharge increases F: Total of C + D +/- E 53,603.04 G: Quantity ordered Units: \$ 160,809.12 X 3 H: BUYBOARD Administrative Fee I: Non-Equipment Charges & Credits (I.e.: Ext. Warranty, Trade-In, Delivery, etc.) J: TOTAL PURCHASE PRICE INCLUDING (G+H+I) \$ 160,809.12



REMIT P.O. TO:munisales@rushenterprises.com Vendor RUSH TRUCK CENTER Date Prepared 11/7/2022 Contact for Vendor: Mike Foley Phone 214-215-3536 End User: City of Richardson End User Contact: Ernie Ramos Phone/Fax 972 744 4421 Product Description: 2023 Ford F-150 ex Responder A: Base Price in Bid/Proposal Number: 601-19 Series: F-150 \$ 17,150.00 B: Published Options(Itemize Below) DESCRIPTION **AMOUNT** OPT# DESCRIPTION **AMOUNT** Ford WIP \$ 12,450.00 Ford Ford Listed options \$ 6,855.00 Ford Ford Ford RTC-0040 OEM Safety Inspection 1,236.00 Ford RTC-1026 Lot Insurance \$ 1,069.25 RTC-1027 Floor Plan Interest Ford 1,425.00 Ford Ford Ford Ford Subtotal Column 1: \$ 19,305.00 Subtotal Column 2: \$ 3,730.25 Published Options added to Base Price(Subtotal of "Col 1" & "Col 2") \$ 23,035.25 C: Subtotal of A + B 40,185.25 D: Non Published Options Subtotal Column 1: Subtotal Column 2: \$ Unpublished Options added to Base price (Subtotal "Col 1 + Col 2") E: Contract Price Adjustment (If any, explain here) \$ 14,269.75 Loss of FOMOCO Government Discounts Material surcharge increases F: Total of C + D +/- E хF G: Quantity orderer Units: H: BUYBOARD Administrative Fee % I: Non-Equipment Charges & Credits (I.e.: Ext. Warranty, Trade-In, Delivery, etc.) J: TOTAL PURCHASE PRICE INCLUDING (G+H+I) \$ 54,455.00

PD2310 (E.R.)

REMIT P.O. TO:munisales@rushenterprises.com RUSH TRUCK CENTER Vendor Date Prepared 11/11/2022 Contact for Vendor: Mike Folev Phone 214-215-3536 City of Richardson End User: End User Contact: Ernie Ramos Phone/Fax 972 744 4421 Product Description: 2023 Ford F-150 crew cab A: Base Price in Bid/Proposal Number: 601-19 Series: F-150 \$ 17,150.00 B: Published Options(Itemize Below) DESCRIPTION OPT# AMOUNT DESCRIPTION **AMOUNT** WIC Ford \$ 8,905.00 Ford Listed options 7,295.00 Ford Ford RTC-0040 OEM Safety Inspection 1,236.00 RTC-1026 Lot Insurance Ford 1,069.25 Ford RTC-1027 Floor Plan Interest \$ 1,425.00 Ford Ford Subtotal Column 1: \$ 16.200.00 Subtotal Column 2: \$ 3,730.25 Published Options added to Base Price(Subtotal of "Col 1" & "Col 2") \$ 19,930.25 C: Subtotal of A + B 37,080.25 D: Non Published Options Manual pull tarp Subtotal Column 1: Subtotal Column 2: \$ Unpublished Options added to Base price (Subtotal "Col 1 + Col 2") E: Contract Price Adjustment (If any, explain here) 9,610.75 Material surcharge increases Loss of FOMOCO Government Discounts F: Total of C + D +/- E G: Quantity ordered Units: хF H: BUYBOARD Administrative Fee % 1: Non-Equipment Charges & Credits (I.e.: Ext. Warranty, Trade-In, Delivery, etc.)

PD2312 (E.R.)

\$ 46,691.00

J: TOTAL PURCHASE PRICE INCLUDING (G+H+I)

REMIT P.O. TO:munisales@rushenterprises.com Vendor RUSH TRUCK CENTER Date Prepared 11/8/2022 Contact for Vendor: Mike Foley Phone 214-215-3536 End User: City of Richardson End User Contact: Ernie Ramos Phone/Fax 972 744 4421 Product Description: 2023 Ford Transit -250 A: Base Price in Bid/Proposal Number: 601-19 Series: T-250 \$ 24,300.00 B: Published Options(Itemize Below) DESCRIPTION AMOUNT DESCRIPTION OPT# **AMOUNT** WIY \$ 14,225.50 Ford Ford \$ 1,295.00 Ford Ford Listed options Ford RTC-0040 OEM Safety Inspection Ford 1,236.00 Ford RTC-1026 Lot Insurance 1,069.25 RTC-1027 Floor Plan Interest Ford 1,425.00 Ford Ford Ford Ford Subtotal Column 1: \$ 15.520.50 Subtotal Column 2: \$ 3,730.25 Published Options added to Base Price(Subtotal of "Col 1" & "Col 2") \$ 19,250.75 C: Subtotal of A + B \$ 43,550.75 D: Non Published Options Subtotal Column 2: \$ Subtotal Column 1: Unpublished Options added to Base price (Subtotal "Col 1 + Col 2") E: Contract Price Adjustment (If any, explain here) 5,457.25 Loss of FOMOCO Government Discounts Material surcharge increases F: Total of C + D +/- E G: Quantity orderer Units: xF H: BUYBOARD Administrative Fee % I: Non-Equipment Charges & Credits (I.e.: Ext. Warranty, Trade-In, Delivery, etc.) J: TOTAL PURCHASE PRICE INCLUDING (G+H+I) 49,008.00



REMIT P.O. TO:munisales@rushenterprises.com Vendor RUSH TRUCK CENTER Date Prepared 11/11/2022 Phone 214-215-3536 Contact for Vendor: Mike Foley City of Richardson End User: End User Contact: Ernie Ramos Phone/Fax 972 744 4421 Product Description: 2023 Ford F-450 ext 4X4 A: Base Price in Bid/Proposal Number: 601-19 Series: F-450 \$ 26,175.00 B: Published Options(Itemize Below) DESCRIPTION **AMOUNT** DESCRIPTION OPT# **AMOUNT** X4H extended cab 4X4 \$ 12,265.00 Ford Ford Ford Listed options \$ 3,784.00 Ford RTC-0040 OEM Safety Inspection 1,236.00 RTC-1026 Lot Insurance \$ Ford 1,069.25 RTC-1027 Floor Plan Interest Ford 1,425.00 Ford Ford Subtotal Column 1: \$ 16,049.00 Subtotal Column 2: \$ 3,730.25 Published Options added to Base Price(Subtotal of "Col 1" & "Col 2") \$ 19,779.25 C: Subtotal of A + B \$ 45,954.25 D: Non Published Options Manual pull tarp Subtotal Column 1: Subtotal Column 2: \$ Unpublished Options added to Base price (Subtotal "Col 1 + Col 2") E: Contract Price Adjustment (If any, explain here) \$ 14,542.75 Loss of FOMOCO Government Discounts Material surcharge increases F: Total of C + D +/- E G: Quantity orderer Units: xF H: BUYBOARD Administrative Fee % 1: Non-Equipment Charges & Credits (I.e.: Ext. Warranty, Trade-In, Delivery, etc.)

J: TOTAL PURCHASE PRICE INCLUDING (G+H+I)



\$ 60,497.00

REMIT P.O. TO:munisales@rushenterprises.com Vendor RUSH TRUCK CENTER Date Prepared 11/11/2022 Contact for Vendor: Mike Foley Phone 214-215-3536 City of Richardson End User: End User Contact: Ernie Ramos Phone/Fax 972 744 4421 Product Description: 2023 Ford F-350 CC extended A: Base Price in Bid/Proposal Number: 601-19 Series: F-350 \$ 21,150.00 B: Published Options(Itemize Below) DESCRIPTION AMOUNT DESCRIPTION OPT# **AMOUNT** X3G \$ 12,250.25 Ford \$ 1,910.00 Ford Ford Listed options RTC-0040 OEM Safety Inspection Ford 1,236.00 Ford RTC-1026 Lot Insurance \$ 1,069.25 Ford RTC-1027 Floor Plan Interest 1.425.00 Ford Ford Subtotal Column 2: \$ Subtotal Column 1: \$ 16.070.25 3,730.25 Published Options added to Base Price(Subtotal of "Col 1" & "Col 2") \$ 19,800.50 C: Subtotal of A + B \$ 40,950.50 D: Non Published Options Knapheide 9' flatbed + all specs Subtotal Column 1: \$ 14,995.00 Subtotal Column 2: \$ Unpublished Options added to Base price (Subtotal "Col 1 + Col 2") \$ 14,995.00 E: Contract Price Adjustment (If any, explain here) \$ 13,967.50 Material surcharge increases Loss of FOMOCO Government Discounts F: Total of C + D +/- E G: Quantity orderer Units: хF H: BUYBOARD Administrative Fee % I: Non-Equipment Charges & Credits (I.e.: Ext. Warranty, Trade-In, Delivery, etc.)

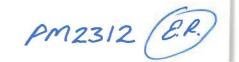


\$ 69,913.00

J: TOTAL PURCHASE PRICE INCLUDING (G+H+I)

REMIT P.O. TO:munisales@rushenterprises.com

Vendo	or	RUSH TRUCK CENTER Date Prepared					11/11/2022	
Contac	t for Vendor:	Mike Foley		Phone	214-215-3	536		
End U	ser:	City of Richardson						
End U	ser Contact:	Ernie Ramos		Phone/	Fax	972 744 4421		
Produc	t Description:	2023 Ford F-450 D	Dump					
A. Bas	se Price in Bi	d/Proposal Number:	601-19	Series:		F-450	\$	26,175.00
		ns(Itemize Below)		10011001				20,170.00
	DESCRIPT	TON	AMOUNT	OPT#	DESCRIP	TION	A	MOUNT
Ford	W4G Crev	v Cab	\$ 10,000.00	RTC-0050	body prep	PKG	\$	3,025.00
Ford	Ford Listed	loptions	\$ 1,920.00	RTC-1089	2/3 yd dun	ıp body	\$	14,850.00
Ford				RTC-0040	OEM Safe	ty Inspection	\$	1,236.00
Ford				RTC-1026	Lot Insura	nce	\$	1,069.25
Ford				RTC-1027	Floor Plan	Interest	\$	1,425.00
Ford				Ford				
Ford				Ford				
Subtota	al Column 1:	\$ 11,920.00		Subtota	Column 2:	\$ 21,605.25		
Publish	ed Options a	dded to Base Price(Subtotal of "Co.	11" & "Col	2")		\$	33,525.25
C: Sub	ototal of A + E	3					\$	59,700.25
	n Published C	Options						
	pull tarp			-				
36 X 24	LH tool box						_	
	10111	4 705 00		0.111	1010	ib	_	
Subtota	al Column 1:	\$ 1,795.00	ļ	Subtota	Column 2:	3 -		
Hopubli	ished Ontion	s added to Base pric	e (Subtotal "Co	11 + Col 2	2"]		\$	1,795.00
Olipubli	isned Options	s added to base pric	e (Gabiotai Go	7 7 . 00/2	- /		Ψ	1,793.00
E: Con	tract Price A	djustment (If any, ex	plain here)					
							\$	10,835.75
Materia	l surcharge i	ncreases	Loss of FOMC	CO Gove	rnment Dis	counts		
F: Tota	i of C + D +/-	·E						
							_	
G: Qua	antity ordered	Units:		хF				
H: BUY	BOARD Adr	ministrative Fee				%		
i: Non	Equipment C	harges & Credits (/.e	o · Evt Marrant	v Trada-l	n Dolivani	ofc)		
1. INOIT-	Equipment	naiges & Cledits (7.6	S. EXI. VVAII GIII	y, made-n	n, Denvery,	610.)		
			omerous pro-properties					
J: TOT	AL PURCHA	SE PRICE INCLUDI	NG (G+H+I)			1	\$	72,331.00



REMIT P.O. TO:munisales@rushenterprises.com

Vendo	or	RUSH TRUCK CI	ENI	TER		Date Prep	ared		11/11/2022
Contac	t for Vendor:	Mike Foley			Phone	214-215-3	536		
End U	ser:	City of Richardson							
End U	ser Contact:	Emie Ramos			Phone/	Fax	972 744 4421		
Produc	t Description:	2023 Ford F350 Ex	rten	ded					
		d/Proposal Number:		601-19	Series:		F-350	\$	26,175.00
B: Pul		ns(Itemize Below)	V		_	V		117 17	
	DESCRIPT	TON	-	TNUON	OPT#	DESCRIP	TION	A	MOUNT
Ford	ХЗЛ		\$	7,995.00				_	
Ford	Ford Listed	options	\$	1,865.00					
Ford					RTC-0040	OEM Safe	ty Inspection	\$	1,236.00
Ford			L		RTC-1026	Lot Insura	nce	\$	1,069.25
Ford					RTC-1027	Floor Plan	Interest	\$	1,425.00
Ford									
Ford									
Subtota	al Column 1:	\$ 9,860.00			Subtota	l Column 2	\$ 3,730.25		
Publish	ned Options a	idded to Base Price(Sub	total of "Co	11" & "Col	2")		S	13,590.25
	•								
C: Sub	ototal of A + E	3						\$	39,765.25
D: Nor	Published C	ptions							
Manua	pull tarp								
								_	
	1		_						
Subtota	al Column 1:				Subtota	Column 2:	-		
1 2 1	-L-J Ostisus	and and the Dana state	- 15		14 . 0~10	\m\		_	
Onpubi	isnea Options	s added to Base pric	e (3	Subtotal Co	11+0012	()			
F: Con	tract Price Ar	djustment (<i>If any, ex</i>	nlai	n here \					
L. COII	II ACLITICE AL	ajustificit (if diry, ex	piasi	i nere j				\$	11,579.75
Materia	I surcharge in	ncreases	Lo	ss of FOMC	CO Gove	rnment Dis	counts		11,070.10
	of C + D +/-					oles (Sauthernaum) in despolytines - 20 g to j _ in it depolytines in the			
G: Qua	entity ordered	Jnits:			хF				
	7								
H: BUY	BOARD Adn	ninistrative Fee					%		
: Non-	Equipment C	harges & Credits (/.e	э.: E	xt. Warrant	y, Trade-li	n, Delivery,	etc.)		
			_						
· TOT	AL PURCHA	SE PRICE INCLUDI	NG	(G+H+I)				g	51,345.00
	THE POSTURE OF THE			(~.11.1)				10	ひょういまけんけい



REMIT P.O. TO:munisales@rushenterprises.com RUSH TRUCK CENTER Vendor Date Prepared 11/11/2022 Contact for Vendor: Mike Folev Phone 214-215-3536 City of Richardson End User: End User Contact: Ernie Ramos Phone/Fax 972 744 4421 Product Description: 2023 Ford F-450 crew cab flatbed A: Base Price in Bid/Proposal Number: 601-19 Series: F-450 \$ 26,175,00 B: Published Options(Itemize Below) DESCRIPTION AMOUNT DESCRIPTION OPT# **AMOUNT** W4G \$ 10,000.00 Ford Ford Ford Listed options \$ 1,920.00 Ford RTC-0040 OEM Safety Inspection 1,236.00 Ford RTC-1026 Lot Insurance 1,069.25 Ford RTC-1027 Floor Plan Interest 1,425.00 Ford Ford Subtotal Column 1: \$ 11.920.00 Subtotal Column 2: \$ 3,730.25 Published Options added to Base Price(Subtotal of "Col 1" & "Col 2") \$ 15,650.25 C: Subtotal of A + B \$ 41.825.25 D: Non Published Options Knapheide 12' flatbed & liftgate to City of Richardson specs Subtotal Column 1: \$ 21.184.30 Subtotal Column 2: \$ Unpublished Options added to Base price (Subtotal "Col 1 + Col 2") \$ 23,184.30 E: Contract Price Adjustment (If any, explain here) \$ 16,655.75 Loss of FOMOCO Government Discounts Material surcharge increases F: Total of C + D +/- E хF G: Quantity ordered Units: H: BUYBOARD Administrative Fee % I: Non-Equipment Charges & Credits (I.e.: Ext. Warranty, Trade-In, Delivery, etc.)



\$ 81.665.30

J: TOTAL PURCHASE PRICE INCLUDING (G+H+I)



ightarrow Shop Products

Contact

DREW NEUBAUER

Email

munisales@rushenterprises.com

Phone (830) 302-5254

Fax 8303025295

Web

www.rushtruckcenters.com

Office



555 IH 35 South, Suite 500 New Braunfels, TX 78130

Tax ID (Identity) 74-2786264

□ Summary

Rush Truck Centers of Texas, LP Information Page.

HUB (Historically Underutilized Business) Certifications

Minority Owned

No

Owned No

Woman

Service-Disabled Veteran Owned

EDGAR (Electronic Boycott Data Gathering, Yes Analysis, and

Forms Received Yes

Retrieval)

No Israel Certificate

No Excluded Foreign Terrorist ORGS (Organizations)

Yes

Active Contracts

🖺 601-19 | Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor

View Products For Contract/Vendor

Documents

View Contract Documents

Expiration 11/30/2023

Policy

→ Vendor Contract Information Summary

Accepts Requests for Quotes

Yes

Accepts Requests for Quotes Rush Truck Centers of Texas, LP

Payments

Net 30 days

Handlings Common Carrier

Freights FOB Destination

Returns

Parts - 14 days, Truck sales - no stated return policy

Shipping

Pre-paid and added to invoice

Delivery

90 Days

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Buy Found Vendor Contract Information Summary

Vendor Name Rush Truck Centers of Texas, LP

Contact Drew Neubauer

Phone Number 8303025254

Email munisales@rushenterprises.com

Website www.rushtruckcenter.com

Federal ID 74-2786264

Accepts RFQs Yes

Address Line 1 555 IH 35 South, Suite 500

Vendor City New Braunfels

Vendor Zip 78130

Vendor State TX

Vendor Country USA

Delivery Days 90

Freight Terms FOB Destination

Payment Terms Net 30 days

Shipping Terms Pre-paid and added to invoice

Ship Via Common Carrier

Is Designated Dealer No

EDGAR Forms Received Yes

Service-Disabled Veteran Owned No

Minority Owned No

Women Owned No

Is National Yes

No Excluded Foreign Terrorist Orgs Yes

No Israel Boycott Certificate Yes

Is MWBE No

Regions Served All Texas Regions

States Served All States

Contract Name Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and

Service Labor

Contract # 601-19

Effective Date 12/01/2019

Expiration Date 11/30/2023

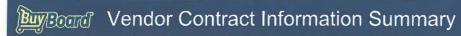
Service Fee Note Vehicle purchase orders are subject to a \$400 service fee

Quote Reference Number Rush Truck Centers of Texas, LP

Return Policy Parts - 14 days, Truck sales - no stated return policy

11/23/2022 12:54 PM





Additional Dealers See Dealer Distributor link for dealer list





DATE: December 5, 2022

TO: Keith Dagen – Director of Finance

FROM: Ally Dobbins – Purchasing Manager A

SUBJECT: Award of Bid #28-23 for a Cooperative Annual Requirements

Contract for Emergency Generator Maintenance Services & Repairs to Waukesha-Pearce Industries, LLC pursuant to unit prices specified in The Local Government Purchasing Cooperative

("BuyBoard") Contract #685-22

Proposed Date of Award: December 12, 2022

I concur with the recommendation of Jim Dulac – Director of Engineering & Capital Projects, and request permission to issue an annual requirements contract for emergency generator maintenance & repairs to Waukesha-Pearce Industries, LLC, as outlined in the attached memo.

The above referenced contract has been competitively bid through BuyBoard. Contract #685-22 was awarded to Waukesha-Pearce Industries and is effective through November 30, 2025. The award of this contract allows the city to purchase the above referenced services as the requirements and needs of the city arise on an annual basis and during any subsequent renewal period(s), if applicable. Since the city is not obligated to pay for a minimum or maximum amount of goods or 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 Section 791.025 and Texas Local Government Code Section 271.102.

City staff estimates annual expenditures to be approximately \$55,000 and funding is provided from Facilities Maintenance Operating Budget.

Concur:

ATTACHMENTS





TO: Ally Dobbins, Purchasing Manager

THROUGH: Charles Goff, City Manager's Office

FROM: Jim Dulac, Director of Engineering and Facilities Services

SUBJECT: Award of Cooperative Annual Requirements Contract for Emergency Generator

Maintenance Services and Repairs through Buyboard Contract #685-22.

DATE: December 5, 2022

ACTION REQUESTED:

Council to consider award of a Cooperative Annual Requirements Contract for Emergency Generator Maintenance Services and Repairs to Waukesha-Pearce Industries Incorporated pursuant to Buyboard Contract #685-22.

BACKGROUND INFORMATION:

The maintenance service will include annual preventive maintenance, inspections and four-hour load testing of 20 generators throughout the City. Waukesha-Pearce Industries Incorporated is an existing vendor, maintaining the City's generators for the past five years. Staff recommends the award based on past performance using the BuyBoard quotation.

FUNDING:

Facilities Maintenance estimates to spend \$55,000 annually. Funding is from Engineering and Facilities Services – Facilities account number 0110-20-31-715-000-553399.





DATE: December 5, 2022

TO: Keith Dagen – Director of Finance

FROM: Ally Dobbins – Purchasing Manager

SUBJECT: Award of Competitive Sealed Proposal ("CSP") #904-22 for North

Glenville Drive Project in the amount of \$20,903,157.25

Proposed Date of Award: December 12, 2022

I concur with the recommendation of Jim Dulac – Director of Engineering, and request permission to award a contract to Tiseo Paving Company for the above referenced construction in the amount of \$20,903,157.25, as outlined in the attached memo.

Proposals were evaluated on the following criteria specified in the CSP:

- 1. Contract Proposal Cost (50%)
- 2. Experience with Similar Projects (15%)
- 3. Personnel Experience (15%)
- 3. Schedule and Written Plan (15%)
- 4. Safety (5%)

Three (3) proposals were received and evaluated by representatives from Engineering & Capital Projects Department, Parks Department, Finance Department and Transportation & Mobility Department. Tiseo Paving Company was ranked highly by the evaluation committee based on the criteria listed above.

Funding is provided from 2015 & 2021 G.O.'s, Dallas County Funds, TIF Funds, and C.O.'s.

The CSP was advertised in *The Dallas Morning News* on July 8, 17 & 22, 2022 and posted on Periscope. A total of 24,212 electronic solicitations were distributed and sixty-five (65) vendors viewed the CSP. A pre-proposal conference was held online via Cisco Webex on July 25, 2022 and three (3) bid were received.

Concur:

Keith Dagen

ATTACHMENTS





Quell .

MEMO

TO: Charles Goff, Assistant City Manager

THROUGH: Jim Dulac, Director of Engineering & Capital Projects

FROM: Jon Bunner, GEC Senior Project Manager, AECOM

Jaime Miller, GEC Program Director, AECOM

SUBJECT: Permission to Award – Glenville Drive Improvement Project, CSP No. 904-22

DATE: December 5, 2022

ACTION REQUESTED:

Council to consider award of CSP No. 904-22 to Tiseo Paving Company (Tiseo) to provide General Contracting services for the Glenville Drive Improvement Project in the amount of \$20,903,157.25.

BACKGROUND INFORMATION:

The Glenville Drive Improvement Project from East Arapaho Road to East Campbell Road is one of the remaining 2015 Bond Program projects. The scope of work includes pavement reconstruction, modification from two lanes to one lane in each direction, addition of bicycle and pedestrian facilities, drainage, water, and sanitary sewer improvements, enhanced landscape and hardscape, irrigation, lighting, and new traffic signals.

The project was bid using the Competitive Sealed Proposal (CSP) method, which consists of evaluating bidders' proposal based on several criteria, such as cost, schedule, safety, and experience with similar projects. Proposals for this project were opened on August 15, 2022. Three (3) proposals were received and evaluated by the City's Evaluation Committee with Tiseo being the top ranked proposer. Through value engineering and negotiations conducted in accordance with Texas Government Code Section 2269.155, City Staff and the GEC were able to reduce the construction contract down to the proposed award amount.

The City's Evaluation Committee recommends awarding Tiseo Paving Company the contract for General Contracting services for the Glenville Drive Improvement Project in the amount of \$20,903,157.25 (Cost of Work - \$20,403,157.25; Owner Contingency - \$500,000).

FUNDING:

Funding for the Glenville Drive Improvement Project consists of 2021 and 2015 General Obligation Bond funds, Dallas County funds, TIF funds, and Certificates of Obligation.

SCHEDULE:

Construction of the Glenville Drive Improvement Project from East Arapaho Road to East Campbell Road is anticipated to begin in **February 2023** and is anticipated to be completed in **Fall 2024**.

Owner:	City of Richardson				
Proj. No.:	CSP No. 904-22			Tiseo Pay	ing Company
Project:	North Glenville Drive			110001 41	g company
Date:	August 15, 2022	T	I		
Item No.	Item Description	Quantity	Unit	Unit Price	Item Cost
1	D - SCHEDULE A - GENERAL/DEMOLITION/PREPARATION/CONTROLS Mobilization	1	LS	\$1,138,000.00	\$1,138,000.00
2	General Site Preparation	1	LS	\$787,000.00	\$787,000.00
3	Barricading and Traffic Control	18	MO	\$23,925.00	\$430,650.00
4	Project Sign	4	EA	\$550.00	\$2,200.00
5	Mobile Messaging Board	50	WK	\$500.00	\$25,000.00
6	Unclassified Excavation	2,850	CY	\$100.50	\$286,425.00
7	Remove Exist. Reinforced Concrete Pavement	35,800	SY	\$15.50	\$554,900.00
8	Remove Exist. Reinforced Concrete (Curb & Gutter)	130	LF	\$27.75	\$3,607.50
9	Remove Exist. Reinforced Concrete (Drive/Walk/Median)	11,880	SY	\$21.75	\$258,390.00
10	Remove Exist. Drainage Structure/Inlet	42	EA	\$770.00	\$32,340.00
11	Remove Exist. 15" Reinforced Concrete Pipe (RCP)	105	LF	\$55.00	\$5,775.00
12	Remove Exist. 18" Reinforced Concrete Pipe (RCP)	535	LF	\$55.00	\$29,425.00
13	Remove Exist. 21" Reinforced Concrete Pipe (RCP)	419	LF	\$55.00	\$23,045.00
14	Remove Exist. 24" Reinforced Concrete Pipe (RCP)	218	LF	\$55.00	\$11,990.00
15 16	Remove Exist. 30" Reinforced Concrete Pipe (RCP) Remove Exist. 36" Reinforced Concrete Pipe (RCP)	115 160	LF LF	\$55.00 \$55.00	\$6,325.00
16	Remove Exist. 36" Reinforced Concrete Pipe (RCP) Remove Exist. 42" Reinforced Concrete Pipe (RCP)	280	LF	\$55.00 \$55.00	\$8,800.00 \$15,400.00
17	Remove Exist. 42 Reinforced Concrete Pipe (RCP) Remove Exist. Light Pole and Foundation	280	EA	\$1,017.50	\$15,400.00
19	Remove Exist. Tree (6" - 12")	3	EA	\$1,570.25	\$4,710.75
20	Remove Exist. Tree (0 - 12)	2	EA	\$3,676.75	\$7,353.50
21	Temporary Erosion, Sedimentation, and Water Pollution Prevention and Control, SWPPP, NOI	1	LS	\$42,000.00	\$42,000.00
22	Trench Safety	11,548	LF	\$2.25	\$25,983.00
23	Controlled Low Strength Material (CLSM) for Proposed Utilities	600	LF	\$66.00	\$39,600.00
24	Controlled Low Strength Material (CLSM) for Exist. Utilities	489	LF	\$77.00	\$37,653.00
25	Establish City Benchmark	-	EA	\$5,000.00	\$0.00
26	Construction Contingency	1	LS	\$500,000.00	\$500,000.00
TOTAL B	ASE BID - SCHEDULE A - GENERAL/DEMOLITION/PREPARATION/CONTROLS				\$4,304,045.25
				<u>-</u>	
BASE BIL	D - SCHEDULE B - PAVING				
27	10-inch Thick, Reinforced Concrete Pavement with 6" Monolithic Curb	22,900	SY	\$119.95	\$2,746,855.00
28	10-inch Thick, Reinforced Concrete Pavement with 6" Monolithic Curb (High Early Strength)	100			
29			SY	\$157.25	
	6-inch Thick, Compacted Subgrade	25,830	SY	\$4.00	\$103,320.00
30	6-inch Thick, Driveway Approach Pavement	25,830 3,730	SY SY	\$4.00 \$66.00	\$103,320.00 \$246,180.00
30 31	6-inch Thick, Driveway Approach Pavement 6-inch Thick, Driveway/Parking Lot Pavement	25,830 3,730 1,970	SY SY SY	\$4.00 \$66.00 \$66.00	\$103,320.00 \$246,180.00 \$130,020.00
30 31 32	6-inch Thick, Driveway Approach Pavement 6-inch Thick, Driveway/Parking Lot Pavement 2-inch Thick, Type B Asphalt (36" Wide)	25,830 3,730 1,970 2,100	SY SY SY LF	\$4.00 \$66.00 \$66.00 \$13.75	\$103,320.00 \$246,180.00 \$130,020.00 \$28,875.00
30 31 32 33	6-inch Thick, Driveway Approach Pavement 6-inch Thick, Driveway/Parking Lot Pavement 2-inch Thick, Type B Asphalt (36" Wide) Monolithic Concrete Median Nose	25,830 3,730 1,970 2,100 26	SY SY SY LF EA	\$4.00 \$66.00 \$66.00 \$13.75 \$1,350.00	\$103,320.00 \$246,180.00 \$130,020.00 \$28,875.00 \$35,100.00
30 31 32 33 34	6-inch Thick, Driveway Approach Pavement 6-inch Thick, Driveway/Parking Lot Pavement 2-inch Thick, Type B Asphalt (36" Wide) Monolithic Concrete Median Nose 6-Inch Standard Concrete Curb	25,830 3,730 1,970 2,100 26 175	SY SY SY LF EA LF	\$4.00 \$66.00 \$66.00 \$13.75 \$1,350.00 \$15.00	\$103,320.00 \$246,180.00 \$130,020.00 \$28,875.00 \$35,100.00 \$2,625.00
30 31 32 33 34 35	6-inch Thick, Driveway Approach Pavement 6-inch Thick, Driveway/Parking Lot Pavement 2-inch Thick, Type B Asphalt (36" Wide) Monolithic Concrete Median Nose 6-Inch Standard Concrete Curb 5-Inch Mountable Concrete Curb	25,830 3,730 1,970 2,100 26 175 440	SY SY SY LF EA LF	\$4.00 \$66.00 \$66.00 \$13.75 \$1,350.00 \$15.00	\$103,320.00 \$246,180.00 \$130,020.00 \$28,875.00 \$35,100.00 \$2,625.00 \$6,600.00
30 31 32 33 34 35 36	6-inch Thick, Driveway Approach Pavement 6-inch Thick, Driveway/Parking Lot Pavement 2-inch Thick, Type B Asphalt (36" Wide) Monolithic Concrete Median Nose 6-Inch Standard Concrete Curb 5-Inch Mountable Concrete Curb Barrier Free Ramp (Sidewalk)	25,830 3,730 1,970 2,100 26 175 440 70	SY SY SY LF EA LF LF	\$4.00 \$66.00 \$66.00 \$13.75 \$1,350.00 \$15.00 \$2,090.00	\$103,320.00 \$246,180.00 \$130,020.00 \$28,875.00 \$35,100.00 \$2,625.00 \$6,600.00
30 31 32 33 34 35 36 37	6-inch Thick, Driveway Approach Pavement 6-inch Thick, Driveway/Parking Lot Pavement 2-inch Thick, Type B Asphalt (36" Wide) Monolithic Concrete Median Nose 6-Inch Standard Concrete Curb 5-Inch Mountable Concrete Curb	25,830 3,730 1,970 2,100 26 175 440	SY SY SY LF EA LF	\$4.00 \$66.00 \$66.00 \$13.75 \$1,350.00 \$15.00	\$103,320.00 \$246,180.00 \$130,020.00 \$28,875.00 \$35,100.00 \$2,625.00 \$6,600.00 \$146,300.00
30 31 32 33 34 35 36 37	6-inch Thick, Driveway Approach Pavement 6-inch Thick, Driveway/Parking Lot Pavement 2-inch Thick, Type B Asphalt (36" Wide) Monolithic Concrete Median Nose 6-Inch Standard Concrete Curb 5-Inch Mountable Concrete Curb Barrier Free Ramp (Sidewalk) Barrier Free Ramp (Bike Lane)	25,830 3,730 1,970 2,100 26 175 440 70	SY SY SY LF EA LF LF	\$4.00 \$66.00 \$66.00 \$13.75 \$1,350.00 \$15.00 \$2,090.00	\$103,320.00 \$246,180.00 \$130,020.00 \$28,875.00 \$35,100.00 \$2,625.00 \$6,600.00 \$146,300.00
30 31 32 33 34 35 36 37 TOTAL B	6-inch Thick, Driveway Approach Pavement 6-inch Thick, Driveway/Parking Lot Pavement 2-inch Thick, Type B Asphalt (36" Wide) Monolithic Concrete Median Nose 6-Inch Standard Concrete Curb 5-Inch Mountable Concrete Curb Barrier Free Ramp (Sidewalk) Barrier Free Ramp (Bike Lane) ASE BID - SCHEDULE B - PAVING	25,830 3,730 1,970 2,100 26 175 440 70	SY SY SY LF EA LF LF	\$4.00 \$66.00 \$66.00 \$13.75 \$1,350.00 \$15.00 \$2,090.00	\$103,320.00 \$246,180.00 \$130,020.00 \$28,875.00 \$35,100.00 \$2,625.00 \$6,600.00 \$146,300.00
30 31 32 33 34 35 36 37 TOTAL B	6-inch Thick, Driveway Approach Pavement 6-inch Thick, Driveway/Parking Lot Pavement 2-inch Thick, Type B Asphalt (36" Wide) Monolithic Concrete Median Nose 6-Inch Standard Concrete Curb 5-Inch Mountable Concrete Curb Barrier Free Ramp (Sidewalk) Barrier Free Ramp (Bike Lane)	25,830 3,730 1,970 2,100 26 175 440 70	SY SY SY LF EA LF LF	\$4.00 \$66.00 \$66.00 \$13.75 \$1,350.00 \$15.00 \$2,090.00	\$103,320.00 \$246,180.00 \$130,020.00 \$28,875.00 \$35,100.00 \$2,625.00 \$6,600.00 \$146,300.00 \$100,320.00 \$3,561,920.00
30 31 32 33 34 35 36 37 TOTAL B	6-inch Thick, Driveway Approach Pavement 6-inch Thick, Driveway/Parking Lot Pavement 2-inch Thick, Type B Asphalt (36" Wide) Monolithic Concrete Median Nose 6-Inch Standard Concrete Curb 5-Inch Mountable Concrete Curb Barrier Free Ramp (Sidewalk) Barrier Free Ramp (Bike Lane) ASE BID - SCHEDULE B - PAVING D - SCHEDULE C - PAVEMENT MARKINGS AND SIGNAGE	25,830 3,730 1,970 2,100 26 175 440 70 48	SY SY SY LF EA LF LF EA	\$4.00 \$66.00 \$66.00 \$13.75 \$1,350.00 \$15.00 \$2,090.00 \$2,090.00	\$103,320.00 \$246,180.00 \$130,020.00 \$28,875.00 \$35,100.00 \$2,625.00 \$6,600.00 \$146,300.00 \$100,320.00 \$3,561,920.00
30 31 32 33 34 35 36 37 TOTAL B	6-inch Thick, Driveway Approach Pavement 6-inch Thick, Driveway/Parking Lot Pavement 2-inch Thick, Type B Asphalt (36" Wide) Monolithic Concrete Median Nose 6-Inch Standard Concrete Curb 5-Inch Mountable Concrete Curb Barrier Free Ramp (Sidewalk) Barrier Free Ramp (Bike Lane) ASE BID - SCHEDULE B - PAVING D - SCHEDULE C - PAVEMENT MARKINGS AND SIGNAGE 4-Inch White Dashed Line (Cat Trax)	25,830 3,730 1,970 2,100 26 175 440 70 48	SY SY SY LF EA LF EA EA	\$4.00 \$66.00 \$66.00 \$13.75 \$1,350.00 \$15.00 \$2,090.00 \$2,090.00	\$103,320.00 \$246,180.00 \$130,020.00 \$28,875.00 \$35,100.00 \$2,625.00 \$6,600.00 \$146,300.00 \$100,320.00 \$3,561,920.00 \$44,220.00
30 31 32 33 34 35 36 37 TOTAL B BASE BII 38 39	6-inch Thick, Driveway Approach Pavement 6-inch Thick, Driveway/Parking Lot Pavement 2-inch Thick, Type B Asphalt (36" Wide) Monolithic Concrete Median Nose 6-Inch Standard Concrete Curb 5-Inch Mountable Concrete Curb Barrier Free Ramp (Sidewalk) Barrier Free Ramp (Bike Lane) ASE BID - SCHEDULE B - PAVING D - SCHEDULE C - PAVEMENT MARKINGS AND SIGNAGE 4-Inch White Dashed Line (Cat Trax) 4-Inch White Solid Line	25,830 3,730 1,970 2,100 26 175 440 70 48	SY SY LF EA LF EA EA	\$4.00 \$66.00 \$66.00 \$13.75 \$1,350.00 \$15.00 \$2,090.00 \$2,090.00 \$7.75 \$4.00	\$103,320.00 \$246,180.00 \$130,020.00 \$28,875.00 \$35,100.00 \$2,625.00 \$6,600.00 \$146,300.00 \$100,320.00 \$3,561,920.00 \$4,220.00 \$1,433.75
30 31 32 33 34 35 36 37 TOTAL B BASE BII 38 39 40	6-inch Thick, Driveway Approach Pavement 6-inch Thick, Driveway/Parking Lot Pavement 2-inch Thick, Type B Asphalt (36" Wide) Monolithic Concrete Median Nose 6-Inch Standard Concrete Curb 5-Inch Mountable Concrete Curb Barrier Free Ramp (Sidewalk) Barrier Free Ramp (Bike Lane) ASE BID - SCHEDULE B - PAVING D - SCHEDULE C - PAVEMENT MARKINGS AND SIGNAGE 4-Inch White Dashed Line (Cat Trax) 4-Inch White Solid Line 8-Inch White Solid Line	25,830 3,730 1,970 2,100 26 175 440 70 48	SY SY LF EA LF LF EA EA	\$4.00 \$66.00 \$13.75 \$1,350.00 \$15.00 \$2,090.00 \$2,090.00 \$7.75 \$4.00 \$7.75 \$10.50 \$12.25	\$103,320.00 \$246,180.00 \$130,020.00 \$28,875.00 \$35,100.00 \$2,625.00 \$6,600.00 \$1146,300.00 \$100,320.00 \$3,561,920.00 \$4,220.00 \$1,433.75 \$3,990.00 \$23,030.00
30 31 32 33 34 35 36 37 TOTAL B BASE BII 38 39 40 41 42 43	6-inch Thick, Driveway Approach Pavement 6-inch Thick, Driveway/Parking Lot Pavement 2-inch Thick, Type B Asphalt (36" Wide) Monolithic Concrete Median Nose 6-Inch Standard Concrete Curb 5-Inch Mountable Concrete Curb Barrier Free Ramp (Sidewalk) Barrier Free Ramp (Bike Lane) ASE BID - SCHEDULE B - PAVING D - SCHEDULE C - PAVEMENT MARKINGS AND SIGNAGE 4-Inch White Dashed Line (Cat Trax) 4-Inch White Solid Line 8-Inch White Solid Line 12-Inch White Solid Line 24-Inch White Solid Line 24-Inch Green Solid Line (Crosswalk)	25,830 3,730 1,970 2,100 26 175 440 70 48 100 1,055 185 380	SY SY LF EA LF EA EA EA	\$4.00 \$66.00 \$13.75 \$1,350.00 \$15.00 \$15.00 \$2,090.00 \$2,090.00 \$7.75 \$4.00 \$7.75 \$10.50 \$12.25 \$18.25	\$103,320.00 \$246,180.00 \$130,020.00 \$28,875.00 \$35,100.00 \$2,625.00 \$6,600.00 \$1146,300.00 \$100,320.00 \$3,561,920.00 \$4,220.00 \$1,433.75 \$3,990.00 \$23,030.00 \$9,672.50
30 31 32 33 34 35 36 37 TOTAL B BASE BII 38 39 40 41 42 43 44	6-inch Thick, Driveway Approach Pavement 6-inch Thick, Driveway/Parking Lot Pavement 2-inch Thick, Type B Asphalt (36" Wide) Monolithic Concrete Median Nose 6-Inch Standard Concrete Curb 5-Inch Mountable Concrete Curb Barrier Free Ramp (Sidewalk) Barrier Free Ramp (Bike Lane) ASE BID - SCHEDULE B - PAVING D - SCHEDULE C - PAVEMENT MARKINGS AND SIGNAGE 4-Inch White Dashed Line (Cat Trax) 4-Inch White Solid Line 8-Inch White Solid Line 12-Inch White Solid Line 24-Inch White Solid Line 24-Inch Green Solid Line (Crosswalk) White Arrow	25,830 3,730 1,970 2,100 26 175 440 70 48 100 1,055 185 380 1,880 530 8	SY SY LF EA LF EA EA LF LF LF LF LF LF LF	\$4.00 \$66.00 \$13.75 \$1,350.00 \$15.00 \$2,090.00 \$2,090.00 \$7.75 \$4.00 \$7.75 \$10.50 \$12.25 \$165.00	\$103,320.00 \$246,180.00 \$130,020.00 \$28,875.00 \$35,100.00 \$2,625.00 \$6,600.00 \$146,300.00 \$100,320.00 \$3,561,920.00 \$4,220.00 \$1,433.75 \$3,990.00 \$23,030.00 \$9,672.50 \$1,320.00
30 31 32 33 34 35 36 37 TOTAL B BASE BII 38 39 40 41 42 43 44 45	6-inch Thick, Driveway Approach Pavement 6-inch Thick, Driveway/Parking Lot Pavement 2-inch Thick, Type B Asphalt (36" Wide) Monolithic Concrete Median Nose 6-Inch Standard Concrete Curb 5-Inch Mountable Concrete Curb Barrier Free Ramp (Sidewalk) Barrier Free Ramp (Bike Lane) ASE BID - SCHEDULE B - PAVING D - SCHEDULE C - PAVEMENT MARKINGS AND SIGNAGE 4-Inch White Dashed Line (Cat Trax) 4-Inch White Solid Line 8-Inch White Solid Line 12-Inch White Solid Line 24-Inch White Solid Line 24-Inch Green Solid Line (Crosswalk) White Arrow White Shared Lane Marking	25,830 3,730 1,970 2,100 26 175 440 70 48 100 1,055 185 380 1,880 530 8	SY SY LF EA LF EA EA LF LF LF LF LF LF LF	\$4.00 \$66.00 \$13.75 \$1,350.00 \$15.00 \$15.00 \$2,090.00 \$2,090.00 \$7.75 \$4.00 \$7.75 \$10.50 \$12.25 \$18.25 \$165.00 \$214.50	\$103,320.00 \$246,180.00 \$130,020.00 \$28,875.00 \$35,100.00 \$2,625.00 \$6,600.00 \$146,300.00 \$100,320.00 \$3,561,920.00 \$4,220.00 \$1,433.75 \$3,990.00 \$23,030.00 \$9,672.50 \$1,320.00
30 31 32 33 34 35 36 37 TOTAL B BASE BII 38 39 40 41 42 43 44 45 46	6-inch Thick, Driveway Approach Pavement 6-inch Thick, Driveway/Parking Lot Pavement 2-inch Thick, Type B Asphalt (36" Wide) Monolithic Concrete Median Nose 6-Inch Standard Concrete Curb 5-Inch Mountable Concrete Curb Barrier Free Ramp (Sidewalk) Barrier Free Ramp (Bike Lane) ASE BID - SCHEDULE B - PAVING D - SCHEDULE C - PAVEMENT MARKINGS AND SIGNAGE 4-Inch White Dashed Line (Cat Trax) 4-Inch White Solid Line 8-Inch White Solid Line 12-Inch White Solid Line 24-Inch Green Solid Line (Crosswalk) White Arrow White Shared Lane Marking White Yield Triangle	25,830 3,730 1,970 2,100 26 175 440 70 48 100 1,055 185 380 1,880 530 8 4	SY SY SY LF EA LF LF LF LF LF LF LF LF LF LF LF LF LF	\$4.00 \$66.00 \$66.00 \$13.75 \$1,350.00 \$15.00 \$2,090.00 \$2,090.00 \$7.75 \$4.00 \$7.75 \$10.50 \$12.25 \$18.25 \$165.00 \$214.50	\$103,320.00 \$246,180.00 \$130,020.00 \$28,875.00 \$35,100.00 \$2,625.00 \$6,600.00 \$146,300.00 \$100,320.00 \$3,561,920.00 \$4,220.00 \$1,433.75 \$3,990.00 \$23,030.00 \$9,672.50 \$1,320.00 \$858.00 \$3,960.00
30 31 32 33 34 35 36 37 TOTAL B BASE BII 38 39 40 41 42 43 44 45 46 47	6-inch Thick, Driveway Approach Pavement 6-inch Thick, Driveway/Parking Lot Pavement 2-inch Thick, Type B Asphalt (36" Wide) Monolithic Concrete Median Nose 6-Inch Standard Concrete Curb 5-Inch Mountable Concrete Curb Barrier Free Ramp (Sidewalk) Barrier Free Ramp (Bike Lane) ASE BID - SCHEDULE B - PAVING D - SCHEDULE C - PAVEMENT MARKINGS AND SIGNAGE 4-Inch White Dashed Line (Cat Trax) 4-Inch White Solid Line 12-Inch White Solid Line 12-Inch White Solid Line 24-Inch White Solid Line 24-Inch Green Solid Line (Crosswalk) White Arrow White Shared Lane Marking White Yield Triangle White Bike Lane Symbol	25,830 3,730 1,970 2,100 26 175 440 70 48 100 1,055 185 380 1,880 530 8 4 60 97	SY SY SY LF EA LF LF LF LF LF LF LF EA EA	\$4.00 \$66.00 \$13.75 \$1,350.00 \$15.00 \$15.00 \$2,090.00 \$2,090.00 \$7.75 \$4.00 \$7.75 \$10.50 \$12.25 \$18.25 \$165.00 \$214.50 \$66.00 \$159.50	\$103,320.00 \$246,180.00 \$130,020.00 \$28,875.00 \$35,100.00 \$2,625.00 \$6,600.00 \$146,300.00 \$100,320.00 \$3,561,920.00 \$4,220.00 \$1,433.75 \$3,990.00 \$23,030.00 \$9,672.50 \$1,320.00 \$858.00 \$3,960.00 \$15,471.50
30 31 32 33 34 35 36 37 TOTAL B BASE BII 38 39 40 41 42 43 44 45 46 47 48	6-inch Thick, Driveway Approach Pavement 6-inch Thick, Driveway/Parking Lot Pavement 2-inch Thick, Type B Asphalt (36" Wide) Monolithic Concrete Median Nose 6-Inch Standard Concrete Curb 5-Inch Mountable Concrete Curb Barrier Free Ramp (Sidewalk) Barrier Free Ramp (Bike Lane) ASE BID - SCHEDULE B - PAVING D - SCHEDULE C - PAVEMENT MARKINGS AND SIGNAGE 4-Inch White Dashed Line (Cat Trax) 4-Inch White Solid Line 8-Inch White Solid Line 12-Inch White Solid Line 12-Inch White Solid Line 24-Inch White Solid Line 24-Inch Green Solid Line (Crosswalk) White Arrow White Shared Lane Marking White Yield Triangle White Bike Lane Symbol Right Turn Bike Box	25,830 3,730 1,970 2,100 26 175 440 70 48 100 1,055 185 380 1,880 530 8 4 60 97 2	SY SY LF EA LF EA EA LF LF LF LF LF EA EA EA	\$4.00 \$66.00 \$13.75 \$1,350.00 \$15.00 \$15.00 \$2,090.00 \$2,090.00 \$2,090.00 \$15.50 \$10.50 \$12.25 \$165.00 \$214.50 \$66.00 \$1,320.00	\$103,320.00 \$246,180.00 \$130,020.00 \$28,875.00 \$35,100.00 \$2,625.00 \$6,600.00 \$146,300.00 \$100,320.00 \$3,561,920.00 \$4,220.00 \$1,433.75 \$3,990.00 \$23,030.00 \$9,672.50 \$1,320.00 \$858.00 \$3,960.00 \$15,471.50
30 31 32 33 34 35 36 37 TOTAL B BASE BII 38 39 40 41 42 43 44 45 46 47 48 49	6-inch Thick, Driveway Approach Pavement 6-inch Thick, Driveway/Parking Lot Pavement 2-inch Thick, Type B Asphalt (36" Wide) Monolithic Concrete Median Nose 6-Inch Standard Concrete Curb 5-Inch Mountable Concrete Curb Barrier Free Ramp (Sidewalk) Barrier Free Ramp (Bike Lane) ASE BID - SCHEDULE B - PAVING D - SCHEDULE C - PAVEMENT MARKINGS AND SIGNAGE 4-Inch White Dashed Line (Cat Trax) 4-Inch White Solid Line 8-Inch White Solid Line 12-Inch White Solid Line 12-Inch White Solid Line 24-Inch White Solid Line 24-Inch Green Solid Line (Crosswalk) White Arrow White Shared Lane Marking White Yield Triangle White Bike Lane Symbol Right Turn Bike Box White Standard Bay Line (Raised Pavement Markings)	25,830 3,730 1,970 2,100 26 175 440 70 48 100 1,055 185 380 1,880 530 8 4 60 97 2 2,710	SY SY LF EA LF EA EA LF LF LF LF LF LF EA EA EA EA	\$4.00 \$66.00 \$13.75 \$1,350.00 \$15.00 \$15.00 \$2,090.00 \$2,090.00 \$2,090.00 \$15.50 \$10.50 \$10.50 \$12.25 \$165.00 \$214.50 \$66.00 \$159.50 \$1,320.00	\$103,320.00 \$246,180.00 \$130,020.00 \$28,875.00 \$35,100.00 \$2,625.00 \$6,600.00 \$146,300.00 \$100,320.00 \$3,561,920.00 \$4,220.00 \$1,433.75 \$3,990.00 \$9,672.50 \$1,320.00 \$858.00 \$3,960.00 \$15,471.50 \$2,640.00 \$14,905.00
30 31 32 33 34 35 36 37 TOTAL B BASE BII 38 39 40 41 42 43 44 45 46 47 48 49 50	6-inch Thick, Driveway Approach Pavement 6-inch Thick, Driveway/Parking Lot Pavement 2-inch Thick, Type B Asphalt (36" Wide) Monolithic Concrete Median Nose 6-Inch Standard Concrete Curb 5-Inch Mountable Concrete Curb Barrier Free Ramp (Sidewalk) Barrier Free Ramp (Bike Lane) ASE BID - SCHEDULE B - PAVING D - SCHEDULE C - PAVEMENT MARKINGS AND SIGNAGE 4-Inch White Dashed Line (Cat Trax) 4-Inch White Solid Line 8-Inch White Solid Line 12-Inch White Solid Line 12-Inch White Solid Line 24-Inch White Solid Line 24-Inch Green Solid Line (Crosswalk) White Arrow White Shared Lane Marking White Yield Triangle White Bike Lane Symbol Right Turn Bike Box White Standard Bay Line (Raised Pavement Markings) White Double Dash Bay Line (Raised Pavement Markings)	25,830 3,730 1,970 2,100 26 175 440 70 48 100 1,055 185 380 1,880 530 8 4 60 97 2 2,710 315	SY SY SY LF EA LF EA EA LF LF LF LF LF LF LF LF LF LF LF LF LF	\$4.00 \$66.00 \$13.75 \$1,350.00 \$15.00 \$15.00 \$2,090.00 \$2,090.00 \$2,090.00 \$2,090.00 \$10.50 \$10.50 \$12.25 \$18.25 \$18.25 \$165.00 \$214.50 \$159.50 \$1,320.00 \$5.50	\$103,320.00 \$246,180.00 \$130,020.00 \$28,875.00 \$35,100.00 \$2,625.00 \$6,600.00 \$146,300.00 \$100,320.00 \$3,561,920.00 \$4,220.00 \$1,433.75 \$3,990.00 \$23,030.00 \$9,672.50 \$1,320.00 \$858.00 \$3,960.00 \$15,471.50 \$2,640.00 \$11,732.50
30 31 32 33 34 35 36 37 TOTAL B BASE BII 38 39 40 41 42 43 44 45 46 47 48 49 50 51	6-inch Thick, Driveway Approach Pavement 6-inch Thick, Driveway/Parking Lot Pavement 2-inch Thick, Type B Asphalt (36" Wide) Monolithic Concrete Median Nose 6-Inch Standard Concrete Curb 5-Inch Mountable Concrete Curb Barrier Free Ramp (Sidewalk) Barrier Free Ramp (Bike Lane) ASE BID - SCHEDULE B - PAVING D - SCHEDULE C - PAVEMENT MARKINGS AND SIGNAGE 4-Inch White Dashed Line (Cat Trax) 4-Inch White Solid Line 8-Inch White Solid Line 12-Inch White Solid Line 12-Inch White Solid Line 24-Inch White Solid Line 24-Inch Green Solid Line (Crosswalk) White Arrow White Shared Lane Marking White Yield Triangle White Shared Lane Symbol Right Turn Bike Box White Standard Bay Line (Raised Pavement Markings) White Double Dash Bay Line (Raised Pavement Markings)	25,830 3,730 1,970 2,100 26 175 440 70 48 100 1,055 185 380 1,880 530 8 4 60 97 2 2,710 315 600	SY SY SY LF EA LF EA EA LF LF LF LF LF LF LF LF LF LF LF LF LF	\$4.00 \$66.00 \$13.75 \$1,350.00 \$15.00 \$15.00 \$2,090.00 \$2,090.00 \$2,090.00 \$2,090.00 \$10.50 \$12.25 \$18.25 \$18.25 \$165.00 \$214.50 \$66.00 \$159.50 \$1,320.00 \$5.50 \$5.50	\$103,320.00 \$246,180.00 \$130,020.00 \$28,875.00 \$35,100.00 \$2,625.00 \$6,600.00 \$146,300.00 \$100,320.00 \$3,561,920.00 \$4,220.00 \$1,433.75 \$3,990.00 \$23,030.00 \$9,672.50 \$1,320.00 \$858.00 \$3,960.00 \$15,471.50 \$2,640.00 \$11,732.50 \$3,300.00
30 31 32 33 34 35 36 37 TOTAL B BASE BII 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52	6-inch Thick, Driveway Approach Pavement 6-inch Thick, Driveway/Parking Lot Pavement 2-inch Thick, Type B Asphalt (36" Wide) Monolithic Concrete Median Nose 6-Inch Standard Concrete Curb 5-Inch Mountable Concrete Curb Barrier Free Ramp (Sidewalk) Barrier Free Ramp (Bike Lane) ASE BID - SCHEDULE B - PAVING D - SCHEDULE C - PAVEMENT MARKINGS AND SIGNAGE 4-Inch White Dashed Line (Cat Trax) 4-Inch White Solid Line 8-Inch White Solid Line 12-Inch White Solid Line 12-Inch White Solid Line 24-Inch White Solid Line 24-Inch Green Solid Line (Crosswalk) White Arrow White Shared Lane Marking White Yield Triangle White Shared Lane Symbol Right Turn Bike Box White Standard Bay Line (Raised Pavement Markings) Yellow Reflective Two Way Type II AA (Raised Pavement Markings) Signage	25,830 3,730 1,970 2,100 26 175 440 70 48 100 1,055 185 380 1,880 530 8 4 60 97 2 2,710 315	SY SY SY LF EA LF EA EA LF LF LF LF LF LF LF LF LF LF LF LF LF	\$4.00 \$66.00 \$13.75 \$1,350.00 \$15.00 \$15.00 \$2,090.00 \$2,090.00 \$2,090.00 \$2,090.00 \$10.50 \$10.50 \$12.25 \$18.25 \$18.25 \$165.00 \$214.50 \$159.50 \$1,320.00 \$5.50	\$103,320.00 \$246,180.00 \$130,020.00 \$28,875.00 \$35,100.00 \$2,625.00 \$6,600.00 \$146,300.00 \$100,320.00 \$3,561,920.00 \$4,220.00 \$1,433.75 \$3,990.00 \$23,030.00 \$9,672.50 \$1,320.00 \$858.00 \$3,960.00 \$15,471.50 \$2,640.00 \$11,732.50 \$3,300.00 \$29,089.50
30 31 32 33 34 35 36 37 TOTAL B BASE BII 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52	6-inch Thick, Driveway Approach Pavement 6-inch Thick, Driveway/Parking Lot Pavement 2-inch Thick, Type B Asphalt (36" Wide) Monolithic Concrete Median Nose 6-Inch Standard Concrete Curb 5-Inch Mountable Concrete Curb Barrier Free Ramp (Sidewalk) Barrier Free Ramp (Bike Lane) ASE BID - SCHEDULE B - PAVING D - SCHEDULE C - PAVEMENT MARKINGS AND SIGNAGE 4-Inch White Dashed Line (Cat Trax) 4-Inch White Solid Line 8-Inch White Solid Line 12-Inch White Solid Line 12-Inch White Solid Line 24-Inch White Solid Line 24-Inch Green Solid Line (Crosswalk) White Arrow White Shared Lane Marking White Yield Triangle White Shared Lane Symbol Right Turn Bike Box White Standard Bay Line (Raised Pavement Markings) White Double Dash Bay Line (Raised Pavement Markings)	25,830 3,730 1,970 2,100 26 175 440 70 48 100 1,055 185 380 1,880 530 8 4 60 97 2 2,710 315 600	SY SY SY LF EA LF EA EA LF LF LF LF LF LF LF LF LF LF LF LF LF	\$4.00 \$66.00 \$13.75 \$1,350.00 \$15.00 \$15.00 \$2,090.00 \$2,090.00 \$2,090.00 \$2,090.00 \$10.50 \$12.25 \$18.25 \$18.25 \$165.00 \$214.50 \$66.00 \$159.50 \$1,320.00 \$5.50 \$5.50	\$103,320.00 \$246,180.00 \$130,020.00 \$28,875.00 \$35,100.00 \$2,625.00 \$6,600.00 \$146,300.00 \$100,320.00 \$3,561,920.00 \$4,220.00 \$1,433.75 \$3,990.00 \$23,030.00 \$9,672.50 \$1,320.00 \$45,471.50 \$2,640.00 \$11,732.50 \$3,300.00 \$1,732.50 \$3,300.00
30 31 32 33 34 35 36 37 TOTAL B BASE BII 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 TOTAL B	6-inch Thick, Driveway Approach Pavement 6-inch Thick, Driveway/Parking Lot Pavement 2-inch Thick, Type B Asphalt (36" Wide) Monolithic Concrete Median Nose 6-Inch Standard Concrete Curb 5-Inch Mountable Concrete Curb Barrier Free Ramp (Sidewalk) Barrier Free Ramp (Bike Lane) ASE BID - SCHEDULE B - PAVING D - SCHEDULE C - PAVEMENT MARKINGS AND SIGNAGE 4-Inch White Dashed Line (Cat Trax) 4-Inch White Solid Line 8-Inch White Solid Line 12-Inch White Solid Line 24-Inch White Solid Line 24-Inch Green Solid Line (Crosswalk) White Arrow White Arrow White Shared Lane Marking White Yield Triangle White Bike Lane Symbol Right Turn Bike Box White Standard Bay Line (Raised Pavement Markings) Yellow Reflective Two Way Type II AA (Raised Pavement Markings) Signage ASE BID - SCHEDULE C - PAVEMENT MARKINGS AND SIGNAGE	25,830 3,730 1,970 2,100 26 175 440 70 48 100 1,055 185 380 1,880 530 8 4 60 97 2 2,710 315 600	SY SY SY LF EA LF EA EA LF LF LF LF LF LF LF LF LF LF LF LF LF	\$4.00 \$66.00 \$13.75 \$1,350.00 \$15.00 \$15.00 \$2,090.00 \$2,090.00 \$2,090.00 \$2,090.00 \$10.50 \$12.25 \$18.25 \$18.25 \$165.00 \$214.50 \$66.00 \$159.50 \$1,320.00 \$5.50 \$5.50	\$103,320.00 \$246,180.00 \$130,020.00 \$28,875.00 \$35,100.00 \$2,625.00 \$6,600.00 \$146,300.00 \$100,320.00 \$3,561,920.00 \$4,220.00 \$1,433.75 \$3,990.00 \$23,030.00 \$9,672.50 \$1,320.00 \$45,471.50 \$2,640.00 \$11,732.50 \$3,300.00 \$1,732.50 \$3,300.00
30 31 32 33 34 35 36 37 TOTAL B BASE BII 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 TOTAL B	6-inch Thick, Driveway Approach Pavement 6-inch Thick, Driveway/Parking Lot Pavement 2-inch Thick, Type B Asphalt (36" Wide) Monolithic Concrete Median Nose 6-Inch Standard Concrete Curb 5-Inch Mountable Concrete Curb Barrier Free Ramp (Sidewalk) Barrier Free Ramp (Bike Lane) ASE BID - SCHEDULE B - PAVING D - SCHEDULE C - PAVEMENT MARKINGS AND SIGNAGE 4-Inch White Dashed Line (Cat Trax) 4-Inch White Solid Line 8-Inch White Solid Line 12-Inch White Solid Line 12-Inch White Solid Line 24-Inch White Solid Line 24-Inch White Solid Line White Arrow White Arrow White Shared Lane Marking White Yield Triangle White Side Lane Symbol Right Turn Bike Box White Standard Bay Line (Raised Pavement Markings) White Double Dash Bay Line (Raised Pavement Markings) Signage ASE BID - SCHEDULE C - PAVEMENT MARKINGS AND SIGNAGE	25,830 3,730 1,970 2,100 26 175 440 70 48 100 1,055 185 380 1,880 530 8 4 60 97 2 2,710 315 600 43	SY SY SY LF EA LF EA EA LF LF LF LF LF LF LF LF LF LF LF LF LF	\$4.00 \$66.00 \$13.75 \$1,350.00 \$15.00 \$15.00 \$2,090.00 \$2,090.00 \$2,090.00 \$2,090.00 \$2,090.00 \$2,090.00 \$2,090.00 \$2,090.00	\$15,725.00 \$103,320.00 \$246,180.00 \$130,020.00 \$28,875.00 \$35,100.00 \$2,625.00 \$6,600.00 \$1146,300.00 \$33,561,920.00 \$3,561,920.00 \$1,433.75 \$3,990.00 \$23,030.00 \$23,030.00 \$24,20.00 \$1,433.75 \$3,990.00 \$1,433.75 \$3,990.00 \$23,030.00 \$23,030.00 \$24,20.00 \$15,471.50 \$2,640.00 \$14,905.00 \$1,732.50 \$3,300.00 \$29,089.50 \$116,397.75
30 31 32 33 34 35 36 37 TOTAL B BASE BII 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 TOTAL B	6-inch Thick, Driveway Approach Pavement 6-inch Thick, Driveway/Parking Lot Pavement 2-inch Thick, Type B Asphalt (36" Wide) Monolithic Concrete Median Nose 6-Inch Standard Concrete Curb 5-Inch Mountable Concrete Curb Barrier Free Ramp (Sidewalk) Barrier Free Ramp (Bike Lane) ASE BID - SCHEDULE B - PAVING D - SCHEDULE C - PAVEMENT MARKINGS AND SIGNAGE 4-Inch White Dashed Line (Cat Trax) 4-Inch White Solid Line 8-Inch White Solid Line 12-Inch White Solid Line 24-Inch White Solid Line 24-Inch Green Solid Line (Crosswalk) White Arrow White Arrow White Shared Lane Marking White Yield Triangle White Bike Lane Symbol Right Turn Bike Box White Standard Bay Line (Raised Pavement Markings) Yellow Reflective Two Way Type II AA (Raised Pavement Markings) Signage ASE BID - SCHEDULE C - PAVEMENT MARKINGS AND SIGNAGE	25,830 3,730 1,970 2,100 26 175 440 70 48 100 1,055 185 380 1,880 530 8 4 60 97 2 2,710 315 600	SY SY SY LF EA LF EA EA LF LF LF LF LF LF LF LF LF LF LF LF LF	\$4.00 \$66.00 \$13.75 \$1,350.00 \$15.00 \$15.00 \$2,090.00 \$2,090.00 \$2,090.00 \$2,090.00 \$10.50 \$12.25 \$18.25 \$18.25 \$165.00 \$214.50 \$66.00 \$159.50 \$1,320.00 \$5.50 \$5.50	\$103,320.00 \$246,180.00 \$130,020.00 \$28,875.00 \$35,100.00 \$2,625.00 \$6,600.00 \$146,300.00 \$100,320.00 \$3,561,920.00 \$4,220.00 \$1,433.75 \$3,990.00 \$23,030.00 \$9,672.50 \$1,320.00 \$45,471.50 \$2,640.00 \$11,732.50 \$3,300.00 \$1,732.50 \$3,300.00

55	21" Reinforced Concrete Pipe (RCP) (Class III)	75	LF	\$253.00	\$18,975.00
56	24" Reinforced Concrete Pipe (RCP) (Class III)	195	LF	\$264.00	\$51,480.00
57	30" Reinforced Concrete Pipe (RCP) (Class III)	235	LF	\$286.00	\$67,210.00
58	30" Reinforced Concrete Pipe (RCP) (Class IV)	15	LF	\$297.00	\$4,455.00
59	36" Reinforced Concrete Pipe (RCP) (Class III)	40	LF	\$319.00	\$12,760.00
60	42" Reinforced Concrete Pipe (RCP) (Class III)	55	LF	\$363.00	\$19,965.00
61	48" Reinforced Concrete Pipe (RCP) (Class III)	20	LF	\$407.00	\$8,140.00
62	48" Reinforced Concrete Pipe (RCP) (Class IV)	235	LF	\$484.00	\$113,740.00
63	5' x 4' Reinforced Concrete Box (RCB)	340	LF	\$572.00	\$194,480.00
64	6' x 5' Reinforced Concrete Box (RCB)	110	LF	\$627.00	\$68,970.00
65	10' x 6' Reinforced Concrete Box (RCB)	535	LF	\$660.00	\$353,100.00
66	6' Concrete Curb Inlet	2	EA	\$5,500.00	\$11,000.00
67	10' Concrete Curb Inlet	23	EA	\$6,600.00	\$151,800.00
68	16' Concrete Combination Curb Inlet	5	EA	\$9,350.00	\$46,750.00
69	20' Concrete Combination Curb Inlet	7	EA	\$12,100.00	\$84,700.00
70	7' x 7' Junction Box	1	EA	\$19,800.00	\$19,800.0
71	8' x 8' Junction Box	1	EA	\$26,400.00	\$26,400.0
72	TxDOT FW-S Headwall (Max. 6-ft)	1	EA	\$38,500.00	\$38,500.00
73	Concrete Headwall (Custom)	1	EA	\$286,000.00	\$286,000.00
74	Connect Prop. 18" to 24" RCP to Exist. RCP	24	EA	\$1,100.00	\$26,400.00
75	Connect Prop. 30" to 48" RCP to Exist. RCP	7	EA	\$1,100.00	\$7,700.00
76	Connect Prop. 18" RCP to Exist. 10' x 6' Culvert	1	EA	\$1,100.00	\$1,100.00
77	Connect Prop. 7' x 7' Junction Box to Exist. 42" RCP	1	EA	\$3,300.00	\$3,300.00
78	Connect Prop. Inlet to Exist. RCP	7	EA	\$1,100.00	\$7,700.00
79	Dry Stone Type A Riprap	140	CY	\$275.00	\$38,500.0
OTAL E	BASE BID - SCHEDULE D - DRAINAGE				\$1,790,002.50

BASE BID	- SCHEDULE E - WATER				
80	6" AWWA C900 PVC DR-14 Water Line (By Open Cut)	1,245	LF	\$231.00	\$287,595.00
81	8" AWWA C900 PVC DR-14 Water Line (By Open Cut)	985	LF	\$264.00	\$260,040.00
82	12" AWWA C900 PVC DR-14 Water Line (By Open Cut)	554	LF	\$330.00	\$182,820.00
83	12" AWWA C900 PVC DR-14 Water Line with Casing Spacers	126	LF	\$165.00	\$20,790.00
84	16" AWWA C900 PVC DR-18 Water Line (By Open Cut)	5,157	LF	\$363.00	\$1,871,991.00
85	16" AWWA C900 PVC DR-18 Water Line with Casing Spacers	251	LF	\$214.50	\$53,839.50
86	18" AWWA C900 PVC DR-18 Water Line (By Open Cut)	34	LF	\$1,078.00	\$36,652.00
87	Bore with 30" Steel Casing Pipe	417	LF	\$1,320.00	\$550,440.00
88	Bore with 36" Steel Casing Pipe	0	LF	\$1,375.00	\$0.00
89	Tunnel with 36" Steel Casing Pipe	0	LF	\$1,375.00	\$0.00
90	Connect to Exist. Small (< 12") Dia. Water Line	31	EA	\$5,500.00	\$170,500.00
91	Connect to Exist. Large (16" & Larger) Dia. Water Line	2	EA	\$22,000.00	\$44,000.00
92	6" Gate Valve	44	EA	\$2,310.00	\$101,640.00
93	8" Gate Valve	28	EA	\$3,410.00	\$95,480.00
94	12" Gate Valve	7	EA	\$6,820.00	\$47,740.00
95	16" Butterfly Valve	32	EA	\$15,725.00	\$503,200.00
96	Fire Hydrant	42	EA	\$7,150.00	\$300,300.00
97	1" Water Service (Short)	2	EA	\$5,500.00	\$11,000.00
98	1" Water Service (Long)	48	EA	\$6,600.00	\$316,800.00
99	2" Water Service (Short)	9	EA	\$6,050.00	\$54,450.00
100	2" Water Service (Long)	12	EA	\$6,160.00	\$73,920.00
101	Remove and Salvage Exist. Fire Hydrant	22	EA	\$1,100.00	\$24,200.00
102	Abandon Exist. Gate Valve	33	EA	\$110.00	\$3,630.00
103	Hydrostatic Testing and Disinfection	2	LS	\$11,000.00	\$22,000.00
104	Remove and Replace Concrete Pavement	286	SY	\$245.50	\$70,213.00
105	Remove and Replace Concrete Sidewalk	14	SY	\$160.75	\$2,250.50
TOTAL B	ASE BID - SCHEDULE E - WATER				\$5,105,491.00

BASE BII	D - SCHEDULE F- SANITARY SEWER				
106	8" Cured-in-Place Pipe	1,242	LF	\$94.75	\$117,679.50
107	10" Cured-in-Place Pipe	250	LF	\$227.75	\$56,937.50
108	12" Cured-in-Place Pipe	164	LF	\$122.25	\$20,049.00
109	21" Cured-in-Place Pipe	53	LF	\$653.50	\$34,635.50
110	4" ASTM D2241 PVC SDR 26 Sanitary Sewer Line (By Open Cut)	94	LF	\$165.00	\$15,510.00
110A	6" ASTM D2241 PVC SDR 26 Sanitary Sewer Line (By Open Cut)	219	LF	\$175.00	\$38,325.00
111	8" ASTM D2241 PVC SDR 26 Sanitary Sewer Line (By Open Cut)	98	LF	\$181.50	\$17,787.00
112	18" ASTM D2241 PVC SDR 26 Sanitary Sewer Line (By Open Cut)	58	LF	\$341.00	\$19,778.00
113	24" ASTM F679 PVC PS 115 Sanitary Sewer Line (By Open Cut)	1,190	LF	\$462.00	\$549,780.00
114	4' Diameter Portland Cement Precast Concrete Manhole	7	EA	\$11,000.00	\$77,000.00
115	5' Diameter Portland Cement Precast Concrete Manhole	11	EA	\$12,100.00	\$133,100.00
116	6' Diameter Portland Cement Precast Concrete Manhole	1	EA	\$22,000.00	\$22,000.00

117	5' Diameter Polymer Concrete Manhole	0	EA	\$25,000.00	\$0.00
118	Vacuum Testing of Sanitary Sewer Manhole	28	EA	\$330.00	\$9,240.00
119	Post-Construction TV Inspection	3,420	LF	\$3.50	\$11,970.00
120	Bypass Pumping	1	LS	\$60,150.00	\$60,150.00
121	Reconnect Exist. Sanitary Sewer Lateral (Internal)	11	EA	\$440.00	\$4,840.00
122	Reconnect Exist. Sanitary Sewer Lateral (External)	3	EA	\$5,500.00	\$16,500.00
123	Remove and Dispose Exist. Manhole	4	EA	\$1,650.00	\$6,600.00
124	Rehabilitate Exist. Manhole	10	EA	\$4,400.00	\$44,000.00
125	Remove and Replace Concrete Pavement	333	SY	\$245.50	\$81,751.50
126	Remove and Replace Concrete Sidewalk	17	SY	\$160.75	\$2,732.75
127	Point Repair Exist. 6" Sanitary Sewer	4	EA	\$4,950.00	\$19,800.00
128	Point Repair Exist. 8" Sanitary Sewer	14	EA	\$5,170.00	\$72,380.00
129	Point Repair Exist. 10" Sanitary Sewer	1	EA	\$5,500.00	\$5,500.00
130	Internal Obstruction Removal	1	EA	\$2,200.00	\$2,200.00
131	Remove and Replace Exist. 42" Storm Line	16	LF	\$517.00	\$8,272.00
132	Remove and Replace Exist. 54" Storm Line	32	LF	\$572.00	\$18,304.00
133	Remove and Replace Exist. 66" Storm Line	34	LF	\$682.00	\$23,188.00
134	Remove and Replace Exist. Concrete Channel	3	SY	\$550.00	\$1,650.00
TOTAL E	TOTAL BASE BID - SCHEDULE F- SANITARY SEWER				\$1,491,659.75

BASE BID) - SCHEDULE G - TRAFFIC SIGNAL				
135	DRILL SHAFT (TRF SIG POLE) (30 IN)	22	LF	\$533.50	\$11,737.00
136	DRILL SHAFT (TRF SIG POLE) (36 IN)	39	LF	\$616.00	\$24,024.00
137	DRILL SHAFT (TRF SIG POLE) (48 IN)	66	LF	\$649.00	\$42,834.00
138	CONDT (PVC) (SCH 80) (2")	140	LF	\$23.75	\$3,325.00
139	CONDT (PVC) (SCH 80) (3")	1,050	LF	\$37.75	\$39,637.50
140	CONDT (PVC) (SCH 80) (3") (BORE)	1,650	LF	\$42.00	\$69,300.00
141	ELEC CONDR (NO.10) INSULATED	1,110	LF	\$1.75	\$1,942.50
142	ELEC CONDR (NO.6) BARE	3,280	LF	\$2.50	\$8,200.00
143	ELEC CONDR (NO.6) INSULATED	435	LF	\$3.00	\$1,305.00
144	GROUND BOX TY C (162911)W/APRON	20	EA	\$1,595.00	\$31,900.00
145	REMOVE GROUND BOX	18	EA	\$319.00	\$5,742.00
146	ELC SRV TY D 120/240 070(NS)SS(E)PS(U)	2	EA	\$9,625.00	\$19,250.00
147	IN SM RD SN SUP&AM TY10BWG(1)SA(P)	1	EA	\$1,144.00	\$1,144.00
148	REMOVE SM RD SN SUP&AM	3	EA	\$275.00	\$825.00
149	REMOVING TRAFFIC SIGNALS	3	EA	\$14,795.00	\$44,385.00
150	INS HY TRF SIG (DPT SUP CNT & CAB)(ISO)	3	EA	\$40,678.00	\$122,034.00
151	VEH SIG SEC (12")LED(GRN)	25	EA	\$407.00	\$10,175.00
152	VEH SIG SEC (12")LED(GRN ARW)	13	EA	\$407.00	\$5,291.00
153	VEH SIG SEC (12")LED(YEL)	25	EA	\$407.00	\$10,175.00
154	VEH SIG SEC (12")LED(YEL ARW)	26	EA	\$407.00	\$10,582.00
155	VEH SIG SEC (12")LED(RED)	25	EA	\$407.00	\$10,175.00
156	VEH SIG SEC (12")LED(RED ARW)	26	EA	\$407.00	\$10,582.00
157	PED SIG SEC (LED)(COUNTDOWN)	23	EA	\$1,034.00	\$23,782.00
158	BACKPLATE W/REFL BRDR(3 SEC)ALUM	29	EA	\$187.00	\$5,423.00
159	BACKPLATE W/REFL BRDR(5 SEC)ALUM	13	LF	\$192.50	\$2,502.50
160	TRF SIG CBL (TY A)(14 AWG)(2 CONDR)	3,825	LF	\$2.75	\$10,518.75
161	TRF SIG CBL (TY A)(14 AWG)(5 CONDR)	1,045	LF	\$3.50	\$3,657.50
162	TRF SIG CBL (TY A)(14 AWG)(20 CONDR)	1,930	LF	\$9.75	\$18,817.50
163	TRF SIG CBL (TY A)(18 AWG)(4 CONDR)	1,315	LF	\$4.00	\$5,260.00
164	TRF SIG CBL (TY A)(18 AWG)(7 CONDR)	1,570	LF	\$4.50	\$7,065.00
165	INS TRF SIG PL AM(S)1 ARM(32')	2	EA	\$16,802.50	\$33,605.00
166	INS TRF SIG PL AM(S)1 ARM(44')	1	EA	\$21,032.00	\$21,032.00
167	INS TRF SIG PL AM(S)1 ARM(44')LUM	1	EA	\$23,925.00	\$23,925.00
168	INS TRF SIG PL AM(S)1 ARM(48')LUM	1	EA	\$25,575.00	\$25,575.00
169	INS TRF SIG PL AM(S)1 ARM(60')	1	EA	\$47,410.00	\$47,410.00
170	INS TRF SIG PL AM(S)1 ARM(65')	2	EA	\$47,850.00	\$95,700.00
171	PED POLE ASSEMBLY(TXDOT STANDARD)	9	EA	\$3,674.00	\$33,066.00
172	PED POLE ASSEMBLY(SPREAD FOOTING-CITY OF FTW STANDARD)	9	EA	\$5,269.00	\$47,421.00
173	PED DETECT PUSH BUTTON (APS)	24	EA	\$1,661.00	\$39,864.00
174	PED DETECTOR CONTROLLER UNIT	3	EA	\$5,005.00	\$15,015.00
175	CONDUIT PREPARE	445	EA	\$3.25	\$1,446.25
176	GROUND BOX (PREPARE)	10	EA	\$401.50	\$4,015.00
177	ITS GND BOX(PCAST) TY 2 (366036)W/APRN	3	EA	\$7,953.00	\$23,859.00
178	BIKE SIG SEC (LED)	4	EA	\$1,749.00	\$6,996.00
179	BIKE DETECTED ILL SIGN	4	EA	\$9,559.00	\$38,236.00
180	FLIR TRAFISENCE 2 DETECTION CAMERA	4	EA	\$9,861.50	\$39,446.00
TOTAL B	ASE BID - SCHEDULE G - TRAFFIC SIGNAL				\$1,058,202.50

	D - SCHEDULE H - LANDSCAPE AND IRRIGATION			4=	
181	Shade Tree (3" Caliper)	87	EA	\$715.00	\$62,205.00
182	Ornamental Tree (3" Caliper)	66	EA	\$715.00	\$47,190.00
183	Shredded Mulch	42	CY	\$61.00	\$2,562.00
184	Root Barrier, 36"	4,940	LF	\$33.00	\$163,020.00
185	Ground Cover (1 Gallon)	1,402	EA	\$9.00	\$12,618.00
186	Block Sodding	4,838	SY	\$15.00	\$72,570.00
187	Shrub (5 Gallon)	237	EA	\$33.00	\$7,821.00
188	Ornamental Grass (3 Gallon)	2,832	EA	\$32.00	\$90,624.00
189	Ornamental Grass (1 Gallon)	6,069	EA	\$9.00	\$54,621.00
190	Prepared Planter Soils, Complete in Place (Sidewalk/ROW) (2' Depth)	813	CY	\$70.00	\$56,910.00
191	Prepared Planter Soils, Complete in Place (Median) (2'-6" Depth)	1,275	CY	\$70.00	\$89,250.00
192	Prepared Planter Soils, Complete in Place (Landscape Buffer) (18" Depth)	886	CY	\$70.00	\$62,020.00
193	Prepared Soils (Under Turf Areas) (3" Depth)	405	CY	\$70.00	\$28,350.00
194	Basalt Rip Rap with Weed Fabric (4" Depth) 3.5" Min 6" Max Size	82	CY	\$215.00	\$17,630.00
	Basalt Rock Mulch with Weed Fabric, Median / Landscape Buffer (3" Depth) 1" Min 3" Max				
195	Size	148	CY	\$215.00	\$31,820.00
196	4" Diam. Planter Drain Line	4,955	LF	\$15.50	\$76,802.50
197	Tree Protection	300	EA	\$305.00	\$91,500.00
198	2" Water Meter	3	EA	\$10,400.00	\$31,200.00
199	Locking Gate Valve/Isolation Valve/Ball Valve	18	EA	\$71.50	\$1,287.00
200	Febco 850 2" Double Check Backflow Preventer	3	EA	\$1,375.00	\$4,125.00
201	ARAD Hydrometer	3	EA	\$1,500.00	\$4,500.00
202	Schedule 200 PVC	21,045	LF	\$4.00	\$84,180.00
203	Schedule 40 PVC	6,881	LF	\$5.00	\$34,405.00
204	Toro 570S-FB-PC Pressure Compensating Flood Bubbler	153	EA	\$44.00	\$6,732.00
205	Rain Bird XCZ-100-PRF Drip Control Kit	17	EA	\$275.00	\$4,675.00
206	Netafim TLCV-06-18 Pressure Compensating Dripline	18,501	LF	\$1.00	\$18,501.00
207	Rain Bird PEB Control Valve	11	EA	\$385.00	\$4,235.00
208	IRRInet M AC Controller	3	EA	\$4,200.00	\$12,600.00
209	Rain/Freeze Sensor	3	EA	\$315.00	\$945.00
BASE BI	D - SCHEDULE I - HARDSCAPE				
210	5-inch Thick, Sidewalk Pavement (Standard Color)	6,455	SY	\$60.50	\$390,527.50
211	5-inch Thick, Sidewalk Pavement (Rest Zone) (Standard Color)	8	EA	\$5,500.00	\$44,000.00
212	5-inch Thick, 1' Concrete Band Seperation (Textured) (Integral Color)	895	SY	\$132.00	\$118,140.00
213	5-inch Thick, Bike Lane Pavement	5,810	SY	\$66.00	\$383,460.00
214	5-inch Thick, Concrete Riprap (Parkway)	315	SY	\$62.00	\$19,530.00
215	6-inch Thick, Trail Pavement	450	SY	\$64.00	\$28,800.00
216	6-inch Thick, DART Bench Pad Pavement	225	SY	\$66.00	\$14,850.00
217	4-inch Thick, Concrete Riprap (Median)	1,605	SY	\$60.00	\$96,300.00
218	Metal Bench Backed, Powdercoat Finish, (Concrete) Surface Mount	6	EA	\$7,150.00	\$42,900.00
219	Lueder Stone Block Bench, (Concrete) Surface Mount	10	EA	\$825.00	\$8,250.00
220	Trash Receptacle, Powdercoat Finish	8	EA	\$6,380.00	\$51,040.00
221	Bike Rack, Powdercoat Finish	16	EA	\$1,650.00	\$26,400.00
TOTAL E	BASE BID - SCHEDULE I - HARDSCAPE		_	. ,	\$1,224,197.50
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BASE BI	D - SCHEDULE J - ILLUMINATION				
222	Pedestrian Light	8	EA	\$14,278.00	\$114,224.00
223	Street Light Dual Mounted	28	EA	\$8,580.00	\$240,240.00
224	Drill Shaft (Roadway Illumination Pole) (5 Feet LN x 24 Inches Dia)	28	EA	\$2,002.00	\$56,056.00
225	Condt (PVC) (SCHD 40) (1-2") (Gray) (Illumination)	6,600	LF	\$15.50	\$102,300.00
226	Elec Condr (No. 12) Insulated	11,400	LF	\$1.50	\$17,100.00
227	Elec Condr (No. 10) Insulated	7,000	LF	\$2.75	\$19,250.00
228	Elec Condr (No. 8) Insulated	1,750	LF	\$3.00	\$5,250.00
229	Elec Condr (No. 6) Insulated Elec Condr (No. 6) Insulated	10,700	LF	\$18.25	
	, ,		_		\$195,275.00
230	Ground Box TY A	51 2	EA	\$1,500.00	\$76,500.00
231	Electrical Services	,	- L Δ	\$10,350.00	\$20,700.00
			L/\	, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	00.00
TOTAL E	BASE BID - SCHEDULE J - ILLUMINATION	2	L/\	,	\$846,895.00
	ASE BID - SCHEDULE J - ILLUMINATION				\$846,895.00
BASE BI	D - SCHEDULE K - SMART TECHNOLOGIES				
BASE BI	D - SCHEDULE K - SMART TECHNOLOGIES Condt (PVC) (SCHD 40) (2-4") (Empty)	8,525	LF	\$25.50	\$217,387.50
BASE BI	D - SCHEDULE K - SMART TECHNOLOGIES				\$846,895.00 \$217,387.50 \$0.00

6

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LF

LF

EΑ

EΑ

\$1,760.00

\$90,500.00 \$57,700.00

\$8.00

\$6.50

\$10,560.00

\$0.00

\$0.00

\$0.00

\$0.00

234

235

236

237

238

Ground Box TY D W/Apron

ITS com Cbl (Ethernet)

ITS Com Cbl (Shielded) (Ethernet)

High Water Detection and Control

Road Condition Sensing Device and Control

	BASE BID - SCHEDULE K - SMART TECHNOLOGIES			\$27,010.00	\$229,447,50
245	Dedicated Short-Range Communications Roadside Unit	0	EA	\$27.610.00	\$0.00
244	Install Cellular Modem	0	EA	\$6,622.00	\$0.00
243	Install Ethernet Range Extender (Pair)	0	EA	\$10,670.00	\$0.00
242	Install Pole Mt Cabinet and Foundation	0	EA	\$68,695.00	\$0.00
241	Install Field Hardened Ethernet Switch w/ Mid-Span PoE PWR ext.	0	EA	\$12,800.00	\$0.00
240	Install Mid-Block Closed Circuit Television (CCTV) Camera	0	EA	\$19,200.00	\$0.00
239	Ground Box TY A	1	EA	\$1,500.00	\$1,500.00

TOTAL BASE BID - SCHEDULE A - GENERAL/DEMOLITION/PREPARATION/CONTROLS
TOTAL BASE BID - SCHEDULE B - PAVING
TOTAL BASE BID - SCHEDULE C - PAVEMENT MARKINGS AND SIGNAGE
TOTAL BASE BID - SCHEDULE D - DRAINAGE
TOTAL BASE BID - SCHEDULE E - WATER
TOTAL BASE BID - SCHEDULE F- SANITARY SEWER
TOTAL BASE BID - SCHEDULE G - TRAFFIC SIGNAL
TOTAL BASE BID - SCHEDULE H - LANDSCAPE AND IRRIGATION
TOTAL BASE BID - SCHEDULE I - HARDSCAPE
TOTAL BASE BID - SCHEDULE J - ILLUMINATION
TOTAL BASE BID - SCHEDULE K - SMART TECHNOLOGIES

\$4,304,045.2	5
\$3,561,920.0	0
\$116,397.7	5
\$1,790,002.5	0
\$5,105,491.0	0
\$1,491,659.7	5
\$1,058,202.5	0
\$1,174,898.5	0
\$1,224,197.5	0
\$846,895.0	0
\$229,447.5	0

TOTAL AMOUNT - BASE BID

\$20,903,157.25



MFMO

DATE:

December 5, 2022

TO:

Keith Dagen - Director of Finance

FROM:

Ally Dobbins – Purchasing Manager

SUBJECT: Change Order to increase Contract #321000496 to Quality

Excavation, LLC, for Campbell Rd Improvements from Collins to

US 75 in the amount of \$103,845.40

Proposed Date of Change Order Authorization: December 12,

2022

I concur with the recommendation of Jim Dulac – Director of Engineering, and request permission to increase the above referenced purchase order in the amount of \$103,845.40 to a total contract value of \$2,226,510.96, as outlined in the attached memo.

Texas Local Government Code Section 252.048 allows for change orders to contracts if changes in plans or specifications are necessary after the performance of the contract is begun or to decrease or increase the quantity of work to be performed or of materials, equipment, or supplies to be furnished. The contract may not be increased by more than 25% of the original contract amount and any change order that involves a decrease or increase of over \$50,000 must be approved by the governing body of the municipality.

This change order requires approval by the governing body because it is over \$50,000.

Concur:

ATTACHMENT





TO: Ally Dobbins, Purchasing and Franchise Manager

THROUGH: Charles Goff, Assistant City Manager

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

SUBJECT: Request to authorize Change Order No. 8 to the contract with Quality Excavation,

LLC for Campbell Road Improvements from Collins to US75

Bid 32-20

DATE: December 5, 2022

ACTION REQUESTED:

Council to consider authorizing Change Order No. 8 to the contract with Quality Excavation for the Campbell Road Improvements from Collins to US75, in the amount of \$103,845.40.

ACCOUNT SUMMARY:

Original Contract Amount	<i>\$ 1,874,207.75</i>
Previous Change Orders	\$ 248,457.81
Change Order # 8	\$ 103,845.40
Total Authorized Contract Amount	\$ 2,226,510.96

BACKGROUND INFORMATION:

Quality Excavation, LLC completed the Campbell Road Improvement Project and during the project close out a number of quantities were reconciled and final measurements determined a change order is owed for final payment. This change order will cover additional required concrete sidewalk, pavement, and costs of pavement removal and excavation associated with exposing a leaking water main within the project limits. The project will be closed out upon approval of this change order and final payment.

Texas State law requires any change order which increases, or decreases, a publicly bid construction project by \$50,000 or more by approved by City Council.

FUNDING:

Funding is from interest earnings and savings on other street projects.

SCHEDULE:

This project is complete.

cc: Michael Groves, P.E., Project Engineer Haroon Abdoh, P.E., Program Manager



Change Order Form

CONTRACT # 321000496 Change Order # 8

Client: <u>City of Richardson</u>		Project Name: Ca US 75	mpbell Rd Impr	ovements	from Collins to			
Richardson, TX 75080		Project Manager N	lame: Michael (Groves, P.I	= .			
411 W. Arapaho Road		Date: 11/15/20		0.0.00,				
SUMMARY OF ADDITIONS, MODIFICATION	IS OR DELET			HE CONTI	PACT			
DOCUMENTS (ATTACH ADDITIONAL DETA	•		SORIDED IN 1	TIE CONTI	(AO)			
•			ect, accounts fo	r emergenc	y water main			
This change order increases sidewalk and street panel replacements throughout the project, accounts for emergency water main excavation, and reconciles remaining overrun/underrun items. See Attachment A.								
DESCRIBE WHY THE CHANGE ORDER IS	NEEDED:							
Change Order #8 to the contract with Quality E	xcavation, LLC	is necessary to increase the	e contract in th	e amount	of \$103,845.40			
to cover costs associated with with the above	e modifications	S.						
CHANGE ORDER SUMMARY								
O total Control		Amounts	Cont	ract Durat				
Original Contract	\$	1,874,207.75		210	Days			
Previously Approved Change Orders	+ \$	248,457.81	+	0	Days			
Proposed Change Order #8		102 045 40		220	Davis			
(See attachment A)	+ \$	103,845.40	+	338	Days			
Total Change Orders 19% (25% Ma	•	352,303.21		338	Days			
Total Authorized Contract	\$	2,226,510.96		548	Days			
Notice to Proceed Date: 5/18/2020		Completion Date:	11/17/202	1				
The compensation agreed upon in this Change Order is this change whether said costs are known, unknown, fo overhead, ripple or impact cost, or any other effect on	reseen or unforse	een at this time, including withou	ut limitation, any c		_			
Recommended By:		Recommended By:						
n/a		City Project Engineer						
Ву:		Michael W. Grov		gned by Michael W. Grov , E=michael.groves@coi jects/Engineering, CN=" .12.02 15:12:28-06'00'	.gov, O=City of Richardson -			
Title:	Date	- /			Date			
Digitally signed by Garland Wilson DN: cn=Garland Wilson, o=Quality Excavation, LLC., ou, email=garland@qualityexcavationl td.com, c=US Approved By: City of Richardson By:								
FOR CITY STAFF - TO BE FILLED OUT BY PRJ EI			GR SIGNATURE					
Account Number	Project ID	Amount (+/-)		Notes				



Attachment A

Modifications to Items of Work

Project Name: Campbell Rd Improvements from ollins to US 75

Contractor: Quality Excavation, LLC
City Project Manager: Michael Groves, P.E.
Engineering Firm: Halff Associates

Contract No. 321000496

Change Order No. 8

Date: 11/15/2022

Item No.	Description	Unit	Change in Qty		Unit \$	_ '	Change \$
CO8-1	Emergency Repair Crew Rate	HR	10	\$	491.00	\$	4,910.0
CO8-2	Mobilize/Demobilize	LS	1	\$	2,600.00	\$	2,600.0
CO8-3	Traffic Control	LS	1	\$	3,250.00	\$	3,250.0
CO8-4	R&R Concrete BFR	LS	1	\$	3,450.00	\$	3,450.0
CO8-5	Concrete Haul off	LD	6	\$	230.00	\$	1,380.0
6015	Remove Conc. (Sidewalk)	SY	47	\$	10.00	\$	470.0
6018	Conc. PVMT	SY	23	\$	84.00	\$	1,932.0
6001	Colored Textured Conc. (4")	SY	116	\$	233.37	\$	27,070.9
6005	Conc. Curb Mono (TYII)	LF	-60	\$	3.00	\$	(180.0
6018	Conc. Sidewalk (4")	SY	-89	\$	54.00	\$	(4,806.0
6018	Curb Ramp (TY1)	EA	-1	\$	1,300.00	\$	(1,300.0
6041	For CURB RAMPS (SPECIAL), complete in place	SY	38	\$	55.00	\$	2,090.0
6040	Removing Conc (PAVERS)	SY	16	\$	13.00	\$	208.0
6020	Conc Pvmt (JOINTED-CPCD)(10")	SY	5	\$	93.00	\$	465.0
6073	Additional Base	SY	6	\$	18.00	\$	108.0
6073	For FL BS (CMP IN PLC)(TY D GR 1-2) (6"), complete in place	SY	520	\$	18.00	\$	9,360.0
6018	For CONC PVMT (JOINTED - CPCD) (8"), complete in place	SY	255.84	\$	84.00	\$	21,490.5
6040	For BIODEG EROSN CONT LOGS (INSTL) (8") , complete in place	LF	35	\$	4.00	\$	140.0
6005	For CONC CURB (MONO) (TY II), complete in place	LF	-493.55	\$	3.00	\$	(1,480.6
6004	For DRIVEWAYS (CONC), complete in place	SY	-38.98	\$	60.00	\$	(2,338.8
6001	For CONC SIDEWALKS (4") , complete in place	SY	488.51	\$	54.00	\$	26,379.5
6041	For CURB RAMPS (SPECIAL), complete in place	SY	69.37	\$	55.00	\$	3,815.3
6018	For CONC PVMT (JOINTED - CPCD) (8"), complete in place	SY	15.16	\$	218.00	\$	3,304.8
6020	For CONC PVMT (JOINTED - CPCD) (10"), complete in place	SY	16.22	\$	93.00	\$	1,508.4
6005	For CONC CURB (MONO) (TY II), complete in place	LF	183.78	\$	3.00	\$	551.3
6017	For DRIVEWAYS (CONC) (HES), complete in place	SY	-3.19	\$	80.00	\$	(255.2
6023	For CONDT (PVC) (SCHD 40) (2"), complete in place	LF	-20	\$	14.00	\$	(280.0
6036	For RE PM W/RET REQ TY I (W)8"(SLD)(100MIL) , complete in place	LF	1	\$	2.00	\$	2.0
			0	\$	-	\$	-
			Total Chan	ge C	Order #8	\$	103,845.4





DATE: December 6, 2022

TO: Keith Dagen – Director of Finance

FROM: Ally Dobbins – Purchasing Manager **

SUBJECT: Change Order to decrease Contract #321000741 with Balfour

Beatty Construction US for Richardson Senior Center Renovation

Project in the amount of \$274,037.33

Proposed Date of Change Order Authorization: December 12,

2022

I concur with the recommendation of Jim Dulac – Director of Engineering, and request permission to decrease the above referenced purchase order in the amount of \$274,037.33 to a total contract value of \$6,725,962.67, as outlined in the attached memo. The project is 100% complete.

Texas Local Government Code Section 252.048 allows for change orders to contracts if changes in plans or specifications are necessary after the performance of the contract is begun or to decrease or increase the quantity of work to be performed or of materials, equipment, or supplies to be furnished. The contract may not be increased by more than 25% of the original contract amount and any change order that involves a decrease or increase of over \$50,000 must be approved by the governing body of the municipality.

This change order requires approval by the governing body because it is over \$50,000.

Concur:

ATTACHMENT





TO: Ally Dobbins, Purchasing Manager

THROUGH: Charles Goff, Assistant City Manager

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

SUBJECT: Richardson Senior Center Renovation Project Final Close Out Change Order #1

DATE: December 6, 2022

ACTION REQUESTED:

Council to consider authorizing Change Order No. 1 to the contract with Balfour Beatty Construction US, in the amount of (\$274,037.33).

ACCOUNT SUMMARY:

 Award Amount
 \$ 7,000,000.00

 Change Order #1
 \$ (274,037.33)

 Total Authorized Contract Amount
 \$ 6,725,962.67

BACKGROUND INFORMATION:

The Richardson Senior Center Renovation Project was substantially completed in the summer of 2021 and the one-year warranty carried through this past summer. Balfour Beatty required time to address paving repairs and a few other prolonged repairs and didn't submit their request for final payment until they had addressed all required repairs. Final payment was released this fall and there are contract savings in the amount of \$274,037.33 remaining to be returned to the appropriate fund balance. An additional 60 days of contract time was required to meet substantial completion due to supply chain delays experienced throughout the project due to the pandemic. The total contract time is being extended from 300 to 360 days by this change order. No liquidated damages are warranted.

Texas State law requires any change order which increases or decreases a publicly bid construction contract by \$50,000 or more be approved by City Council.

FUNDING:

No additional funding is required.

SCHEDULE:

This project is complete.





DATE: December 7, 2022

TO: Keith Dagen – Director of Finance

FROM: Ally Dobbins – Purchasing Manager

SUBJECT: Change Order to decrease Contract #321000747 with Lee Lewis

Construction for Richardson Public Safety Campus Project in the

amount of \$76,222.35

Proposed Date of Change Order Authorization: December 12,

2022

I concur with the recommendation of Jim Dulac – Director of Engineering, and request permission to decrease the above referenced purchase order in the amount of \$76,222.35 to a total contract value of \$59,223,777.65, as outlined in the attached memo. The project is 100% complete.

Texas Local Government Code Section 252.048 allows for change orders to contracts if changes in plans or specifications are necessary after the performance of the contract is begun or to decrease or increase the quantity of work to be performed or of materials, equipment, or supplies to be furnished. The contract may not be increased by more than 25% of the original contract amount and any change order that involves a decrease or increase of over \$50,000 must be approved by the governing body of the municipality.

This change order requires approval by the governing body because it is over \$50,000.

Concur:

Keith Dagen

ATTACHMENT





TO: Ally Dobbins, Purchasing Manager

THROUGH: Charles Goff, Assistant City Manager

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

SUBJECT: Richardson Public Safety Campus Project Final Close Out Change Order #1

DATE: December 6, 2022

ACTION REQUESTED:

Council to consider authorizing Change Order No. 3 to the contract with Lee Lewis Construction, in the amount of (\$76,222.35).

ACCOUNT SUMMARY:

Total Authorized Contract Amount	\$ 59,223,777.65
Change Order #3	\$ (76,222.35)
Change Order #2	\$ 53,070,565.00
Change Order #1	\$ 6,194,435.00
Award Amount	\$ 35,000.00

BACKGROUND INFORMATION:

The final phase of the Richardson Public Safety Campus Project was substantially completed in the fall of 2021. Lee Lewis Construction required time to address various punch list items and there were expenses incurred throughout the project requiring considerable review and final approval before a final contract amount could be determined. Final payment was released this fall and there are contract savings in the amount of \$76,222.35 remaining to be returned to the appropriate fund balance.

Texas State law requires any change order which increases or decreases a publicly bid construction contract by \$50,000 or more be approved by City Council.

FUNDING:

No additional funding is required.

SCHEDULE:

This project is complete.



CONSTRUCTION CONTRACT CHANGE ORDER FORM

Contract No. 321000747 Contractor: Lee Lewis Construction, Inc

	Change Order No. 3					
Client:	City of Richardson	Project: Public Safety Construction Phase 4 & 5				
	1302 E. Collins Blvd.	Project Manager: Jim Dulac				
	Richardson, TX 75081	Date: 12/6/202	Date: 12/6/2022			
THE CO		(ATTACH ADD	IIC	OR DELETIONS TO THE WORD TIONAL DETAILS AS NEEDED g the contract for closeout.		1
Change	IBE WHY THE CHANGE Order 3 to the contract with EE ORDER SUMMARY:			DED: uction is necessary to close out the	e project.	
				Amounts		
	Contract	\$	6	35,000.00		
	sly Approved Change Order #			6,194,435.00		
	sly Approved Change Order #			53,070,565.00		
	d Change Order # 3	\$		(76,222.35)		
Total A	uthorized Contract	\$	5 5	59,223,777.65		
Contracte	or may incur as a result of or	relating to this chout limitation, any	har y c	all, complete and final payment for nge whether said costs are known, us cost for delay, extended overhead, r lt of this Change Order.	unknown, foreseen o	
	nended By: ering Firm]			Recommended By: City Project Manager		
By:				By:		
Title:		Date		Jim Dulac	Date: 12/06/22	
Approve Lee Lewi	ed By: s Construction, Inc			Approved By: City of Richardson		
By:				By:		
Title:		Date			Date	
FOR CITY STAFF – TO BE FILLED BY PROJECT MANAGER BEFORE ROUTING TO ASSISTANT CITY MANAGER						
Project	t ID Account	Number		<u>Amount</u>	Comments	
				<u> </u>		
			_			



MEMO

DATE:

December 6, 2022

TO:

Keith Dagen – Director of Finance

FROM:

Ally Dobbins – Purchasing Manager

SUBJECT: Change Order to decrease Contract #321000281 with Advance Contracting Group for 2015 Residential Sidewalk Replacement Program Region 5 and Region 4 Completion in the amount of \$229,777.19 and increase Contract #321000864 with Aushill Construction, LLC, for 2021 Sidewalk Replacement Residential Region

1A in the amount of \$234,822

Proposed Date of Change Order Authorization: December 12, 2022

I concur with the recommendation of Jim Dulac – Director of Engineering, and request permission to decrease the contract with Advance Contracting Group by \$229,777.19 for a total contract value of \$1,108,033.01. Furthermore, I request permission to increase the contract with Aushill Construction, LLC in the amount of \$234,822 to a total contract value of \$1,374,492, as outlined in the attached memo. Advance Contracting Group is unable to complete the project due to staffing and delay issues. Aushill Construction, LLC has agreed to increase the scope of the 2021 Sidewalk Replacement Residential Region 1A project to include the remaining work from Region 5 and Region 4 sidewalk replacements.

Texas Local Government Code Section 252.048 allows for change orders to contracts if changes in plans or specifications are necessary after the performance of the contract is begun or to decrease or increase the quantity of work to be performed or of materials. equipment, or supplies to be furnished. The contract may not be increased by more than 25% of the original contract amount and any change order that involves a decrease or increase of over \$50,000 must be approved by the governing body of the municipality.

This change order requires approval by the governing body because it is over \$50,000.

Concur:

ATTACHMENT





TO: Ally Dobbins, Purchasing Manager

THROUGH: Charles Goff, Assistant City Manager

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

SUBJECT: Permission to Authorize Change Order No. 2 to the Contract with Advance

Contracting Group for 2015 Residential Sidewalk Replacement Program Region 5 and Region 4 Completion and **Change Order No. 1** to the Contract with Aushill Construction, LLC. for 2021 Sidewalk Replacement Program Residential Region 1A

DATE: December 6, 2022

ACTION REQUESTED:

Council to consider authorizing **Change Order No. 2** to the contract with Advance Contracting Group for 2015 Residential Sidewalk Replacement Program – Region 5 and Region 4 Completion, in the amount of (\$229,777.19), and **Change Order No. 1** to the Contract with Aushill Construction, LLC. for 2021 Sidewalk Replacement Program Residential Region 1A, in the amount of \$234,822.00.

ACCOUNT SUMMARY:

Change Order No. 2 to the contract with Advance Contracting Group:

 Award Amount
 \$ 1,312,143.80

 Change Order No.1
 \$ 25,666.40

 Change Order No.2
 \$ (229,777.19)

 Total Authorized Contract Amount
 \$ 1.108.033.01

Change Order No. 1 to the Contract with Aushill Construction, LLC:

 Award Amount
 \$ 1,139,670.00

 Change Order No.1
 \$ 234,822.00

 Total Authorized Contract Amount
 \$ 1.374,492.00

BACKGROUND INFORMATION:

City staff and Advance Contracting Group mutually agreed to discontinue the contract for Region 4 and Region 5 sidewalk replacements due to continued staffing and delay issues. Work under this contract is approximately 90% complete. Aushill Construction, LLC. has agreed to amend their contract for Region 1A sidewalk replacements to include the remaining work from Region 4 and Region 5 sidewalk replacements. This Change order will take remaining funds in Advance Contracting Group contract and add those funds to the contract with Aushill Construction, LLC. to perform the additional work and continue completing the remaining sidewalk and ramp replacements.

Texas State law requires any change order which increases or decreases a publicly bid construction contract by \$50,000 or more be approved by City Council.

Residential Sidewalk Replacements Change Order Authorization, Cont'd.

Dec. 6, 2022

Page 2

FUNDING:

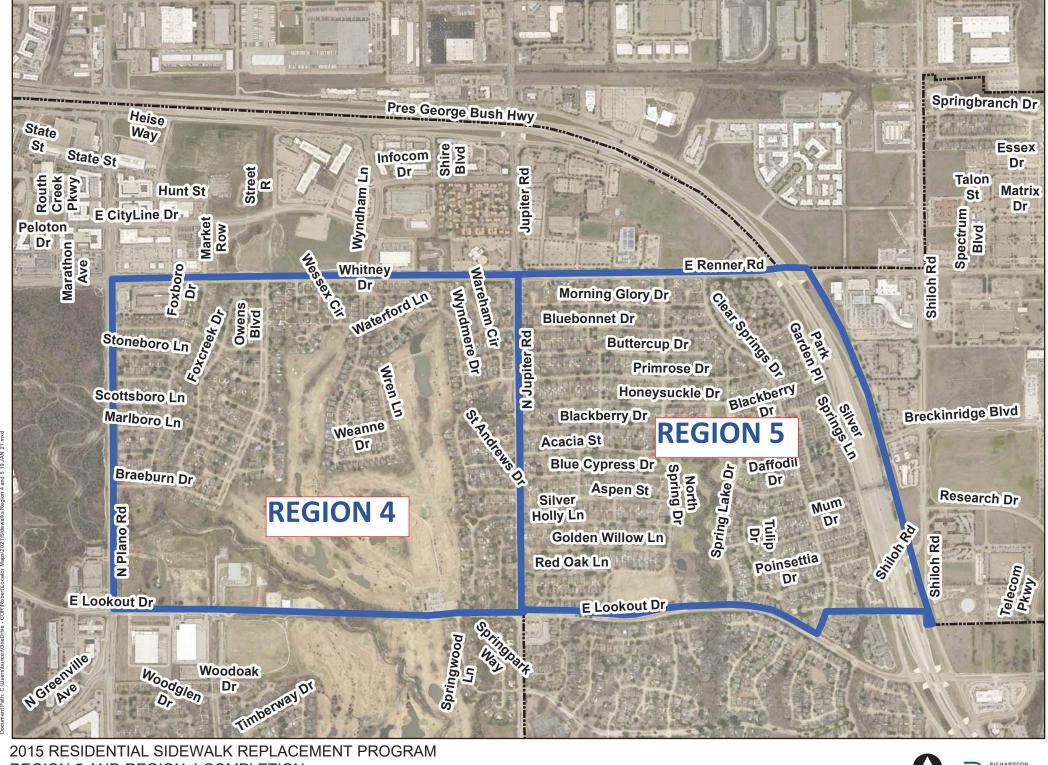
Additional funding will be from Sidewalk Program Supplement Fund #313417.

SCHEDULE:

Construction of Region 1A sidewalk improvements began on August 6, 2022. Construction completion of Region 1A sidewalk improvements along with the remaining Region 4 and Region 5 sidewalk improvements is expected to be complete by Summer 2023.

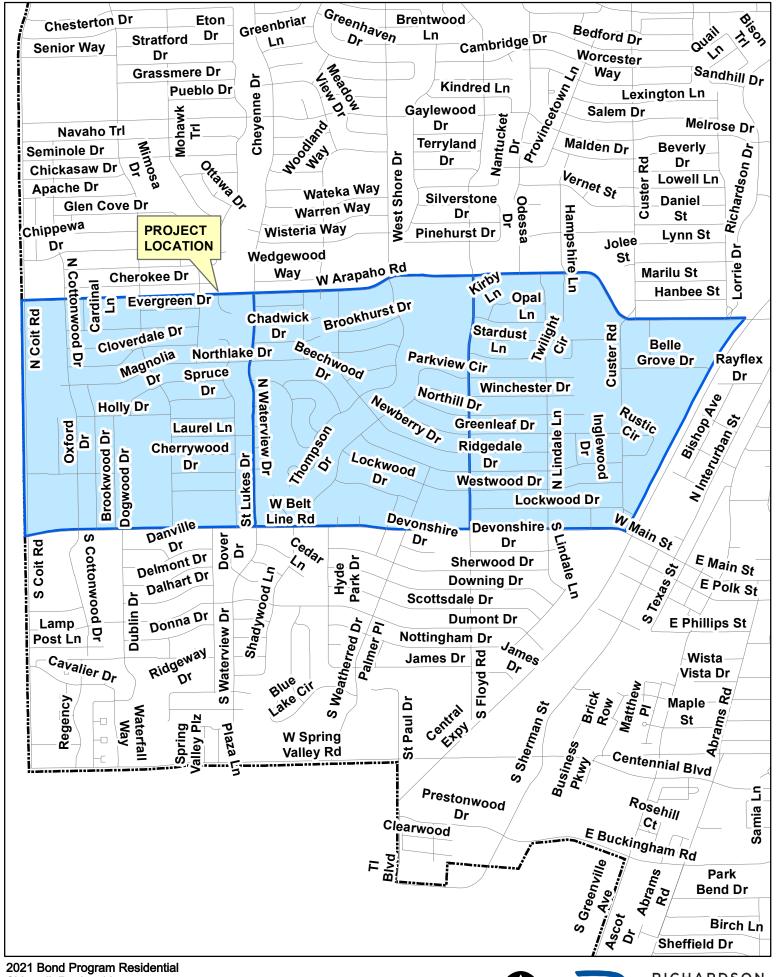
Attachments: Project Maps

Construction Contract Change Order Forms









Sidewalk Region 1A

500 1,000 2,000 3,000 4,000





CONSTRUCTION CONTRACT CHANGE ORDER FORM

Contract No. 321000281

Contractor: Advanced Contracting

Group

Change Order No. 2

		Project: 2015 Residential Sidewalk Replacement Program - Region 5
Client:	City of Richardson	and Region 4 Completion
	1302 E. Collins Blvd.	Project Manager: David Cruz
	Richardson, TX 75081	Date: 12/1/2022

SUMMARY OF ADDITIONS, MODIFICATIONS, OR DELETIONS TO THE WORK DESCRIBED IN THE CONTRACT DOCUMENTS (ATTACH ADDITIONAL DETAILS AS NEEDED):

Pay item quantity reconciliation and deduction of work, see Attachment A.

DESCRIBE WHY THE CHANGE ORDER IS NEEDED:

Change Order 2 to the contract with Advanced Contracting Group is necessary to deduct contract savings in the amount of (\$229,777.19) and close out the contract. An additional 42 calendar days are added to the contract time due to weather delays. The contract time was exceeded by 86 days and liquidated damages incurred and applied.

CHANGE ORDER SUMMARY:

	Amounts	Contract Duration (Days)
Original Contract	\$ 1,312,143.80	410
Previously Approved Change Orders	\$ 25,666.40	18
Proposed Change Order No. 2	\$ (229,777.19)	42
Total Change Orders	\$ (204,110.79)	60
Total Authorized Contract	\$ 1,108,033.01	470

Notice to Proceed 5/24/2021

Completion Date: 9/6/2022

The compensation agreed upon in this Change Order is full, complete and final payment for all costs the Contractor may incur as a result of or relating to this change whether said costs are known, unknown, foreseen or unforseen at this time, including without limitation, any cost for delay, extended overhead, ripple or impact cost, or any other effect on changed or unchanged work as a result of this Change Order.

Recommended By: [Engineering Firm]		Recommended By: City Project Manager	
N/A By:		By: Mind Cong	12-2-2022
Title:	Date	David Cruz	Date
Approved By: Advanced Contracting Group By: 100 100 100 100 100 100 100 1	11/7/2	Approved By: City of Richardson	
Title:	Date	Assistant City Manager	Date

FOR CITY STAFF - TO BE FILLED BY PROJECT MANAGER BEFORE ROUTING TO ASSISTANT CITY MANAGER

Project ID	Account Number	Amount	Comments
313417	3130-2036725000707524	\$ (22,500)	Decrease Cont# 321000281 Decrease Cont# 321000281
NV27003	3980-8703725000707524	\$ (207,277.19)	



Attachment A

Project: 2015 Residential Sidewalk Replacement Program - Region 5 and Region 4 Completion

Contract #321000281

Contractor:

Advance Contracting Group

PO #210758

City Project Manager:

David Cruz

Change Order No. 2

Engineering Firm:

N/A

Date: 12/01/2022

Item No.	Description	Unit	Original Qty	Revised Qty	Change in Qty	Unit Price	Change \$
1	Remove and Replace - 4" Class "A" Reinforced Concrete Sidewalk	SF	58260	97382.33	39122.3	\$8.00	\$ 312,978.64
2	Remove and Replace - 5" Class "A" Reinforced Concrete Driveway Pavement Including Curb	SF	2250	1152.64	-1097.4	\$7.50	\$ (8,230.20)
3	Remove and Replace - 6" Class "C" Reinforced Concrete Street Pavement Including Curb	SF	130	1251	1121.0	\$8.00	\$ 8,968.00
4	Saw, Remove and Dispose of Concrete Street, Driveway, or Alley Pavement Including Curb	SF	17600	4950.9	-12649.1	\$1.00	\$ (12,649.10)
5	6" Class "C" Reinforced Concrete Alley Pavement Including Curb	SF	17600	4368.47	-13231.5	\$8.40	\$ (111,144.85
6	6" Class "K", High Early Strength Reinforced Concrete Street, Driveway or Alley Pavement Including Curb	SF	500	0	-500.0	\$8.00	\$ (4,000.00
7	Remove and Replace - 6" Class "C" Reinforced Concrete Curb and 18" Gutter	LF	270	114.5	-155.5	\$20.00	\$ (3,110.00
8	Barrier Free Ramps - Rehab (Type A-D)	EA	60	57	-3.0	\$950.00	\$ (2,850.00
9	Barrier Free Ramps - Rehab (Types E & F)	EA	61	6	-55.0	\$1,000.00	\$ (55,000.00
10	Barrier Free Ramps - Rehab (Type G-H)	EA	61	59	-2.0	\$1,500.00	\$ (3,000.00
11	Compacted Clean Fill - Furnish and Install	CY	10	0	-10.0	\$30.00	\$ (300.00
12	4" Topsoil with Block Sod To Match Existing	SF	14600	46490.14	31890.1	\$1.20	\$ 38,268.17
13	Utility, Irrigation Box or Water Meter Box Adjustment to Grade	EA	5	0	-5.0	\$400.00	\$ (2,000.00
14	Remove and Replace Water Meter Box and Adjustment to Grade (Including Meter Box and Lid)	EA	5	0	-5.0	\$500.00	\$ (2,500.00
15	Water Meter Relocation, up to 1" in size (including New Meter Box and Lid)	EA	1	0	-1.0	\$1,200.00	\$ (1,200.00
16	Adjust Manhole Lids to Grade	EA	1	0	-1.0	\$550.00	\$ (550.00
17	Remove and Replace - 4" Exposed Aggregate Class "A" Reinforced Concrete Sidewalk to Match Existing	SF	100	1384.11	1284.1	\$8.00	\$ 10,272.88
18	Remove and Replace - 5" Exposed Aggregate Class "A" Reinforced Concrete Driveway to Match Existing.	SF	100	68	-32.0	\$9.00	\$ (288.00

19	Structural Concrete, Class "C", including all incidentals (Sidewalk Steps and Retaining Wall)	CY	10	2	-8.0	\$450.00	\$	(3,600.00)
20	Milsap Stone on Face and Top of Retaining Wall, according to the specifications and details, including all incidentals	SFF	10	0	-10.0	\$50.00	\$	(500.00)
21	Sidewalk Curb	LF	1300	2021.22	721.2	\$50.00	\$	36,061.00
22	Sidewalk Lug	LF	300	308.52	8.5	\$18.00	\$	153.36
23	Mailbox Removal and Replacement, including Post and Box	EA	1	0	-1.0	\$550.00	\$	(550.00)
24	Brick or Stone Mailbox Removal and Replacement, including Box and Foundation	EA	1	0	-1.0	\$1,400.00	\$	(1,400.00)
25	Irrigation System Adjustment and Relocation	EA	5	1	-4.0	\$400.00	\$	(1,600.00)
26	Address Number Replacement	EA	5	0	-5.0	\$150.00	\$	(750.00)
27	Traffic Control For High Volume Streets (including arrow boards, signs and barricades)	EA	2	2	0.0	\$1,000.00	\$	-
28	Project Signs	EA	2	2	0.0	\$1,000.00	\$	-
29	Erosion Controls Install, Maintain and Remove	LS	1	1	0.0	\$3,000.00	\$	-
30	Routing, cleaning and sealing of existing cracks and joints in street, alley or driveway	LF	900	0	-900.0	\$20.00	s	(18,000.00)
31	Construction Contingency (\$100,000 One Hundred Thousand)	LS	1	0.015853	-1.0	\$100,000.00	\$	(98,414.69)
				тот	AL BASE BID		\$	75,065.21

ALTERNATE BID # 1

Market 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		···		***************************************	1	 	
A1	Remove and Replace - 4" Class "A" Reinforced Concrete Sidewalk	SF	5,544	0	-5544.0	\$ 8.00	\$ (44,352.00)
A2	Remove and Replace - 5" Class "A" Reinforced Concrete Driveway Pavement Including Curb	SF	251	0	-251.0	\$ 7.00	\$ (1,757.00)
А3	Remove and Replace - 6" Class "C" Reinforced Concrete Street Pavement Including Curb	SF	120	0	-120.0	\$ 8.00	\$ (960.00)
A4	Saw, Remove and Dispose of Concrete Street, Driveway, or Alley Pavement Including Curb	SF	1,642	0	-1642.0	\$ 1.00	\$ (1,642.00)
A5	6" Class "C" Reinforced Concrete Alley Pavement Including Curb	SF	1,642	0	-1642.0	\$ 8.40	\$ (13,792.80)
A8	Barrier Free Ramps - Rehab (Type A-D)	EA	4	0	-4.0	\$ 950.00	\$ (3,800.00)
A9	Barrier Free Ramps - Rehab (Types E & F)	EA	4	0	-4.0	\$ 1,000.00	\$ (4,000.00)
A10	Barrier Free Ramps - Rehab (Type G-H)	EA	5	0	-5.0	\$ 1,500.00	\$ (7,500.00)
A12	4" Topsoil with Block Sod To Match Existing	SF	1,400	0	-1400.0	\$ 1.20	\$ (1,680.00)
A21	Sidewalk Curb	LF	210	0	-210.0	\$ 50.00	\$ (10,500.00)

A22	Sidewalk Lug	LF	100	0	-100.0	S	8.00	•	(000.0
	Traffic Control For High Volume Streets (including arrow boards, signs and	EA							(800.0
A27	barricades)	EA	1 1	0	-1.0	\$	1,000.00	3	(1,000.0
A29	Erosion Controls Install, Maintain and Remove	LS	1	0	-1.0	\$	3,000.00	\$	(3,000.0
A30	Routing, cleaning and sealing of existing cracks and joints in street, alley or driveway	LF	150	0	-150.0	\$	20.00	\$	(3,000.0
A31	Construction Contingency (\$10,000 Ten Thousand)	LS	1	0	-1.0	\$	10,000.00	\$	(10,000.0
				TOTAL A	TERNATE #1			\$	(107,783.
B1	Remove and Replace - 4" Class "A" Reinforced Concrete Sidewalk	SF	5,500	0	-5500.0	\$	8.00	\$	(44,000
NATE BID #	2					L		<u>L</u>	
B2	Remove and Replace - 5" Class "A" Reinforced Concrete Driveway Pavement Including Curb	SF	250	0	-250.0	\$	7.50	\$	(1,875
В3	Remove and Replace - 6" Class "C" Reinforced Concrete Street Pavement Including Curb	SF	120	0	-120.0	\$	8.00	\$	(960
B4	Saw, Remove and Dispose of Concrete Street, Driveway, or Alley Pavement Including Curb	SF	1,600	0	-1600.0	\$	1.00	\$	(1,600
B5	6" Class "C" Reinforced Concrete Alley Pavement Including Curb	SF	1,600	0	-1600.0	\$	8.40	\$	(13,440
B8	Barrier Free Ramps - Rehab (Type A-D)	EA	4	0	-4.0	\$	950.00	\$	(3,800
B9	Barrier Free Ramps - Rehab (Types E & F)	EA	4	0	-4.0	\$	1,000.00	\$	(4,000
B10	Barrier Free Ramps - Rehab (Type G-H)	EA	4	0	-4.0	\$	1,500.00	\$	(6,000
B12	4" Topsoil with Block Sod To Match Existing	SF	1,400	0	-1400.0	\$	1.20	s	(1,680
B21	Sidewalk Curb	LF	200	0	-200.0	\$	50.00	s	(10,000
B22	Sidewalk Lug	LF	100	0	-100.0	\$	18.00	s	(1,800
			1			1 '		1 "	(1,00

	Chicksaw Dr and Mimosa Dr Sidewalk Replacement							
CHANGE ORDER#	1							
				TOTAL A	LTERNATE #2	2	-	\$ (105,155.00
B31	Construction Contingency (\$10,000 Ten Thousand)	LS	1	0	-1.0	\$	10,000.00	\$ (10,000.00)
B30	Routing, cleaning and sealing of existing cracks and joints in street, alley or driveway	LF	100	0	-100.0	\$	20.00	\$ (2,000.00)
B29	Erosion Controls Install, Maintain and Remove	LS	1	0	-1.0	\$	3,000.00	\$ (3,000.00)
B27	Traffic Control For High Volume Streets (including arrow boards, signs and barricades)	EA	1	0	-1.0	\$	1,000.00	\$ (1,000.00)
B22	Sidewalk Lug	LF	100	0	-100.0	\$	18.00	\$ (1,800.00)

			,	·	·	····			
1	Remove and Replace - 4" Class "A" Reinforced Concrete Sidewalk	LF	1,462	604	-858.0	\$	8.00	\$	(6,864.00)
7	Remove and Replace - 6" Class "C" Reinforced Concrete Curb and 18" Gutter	ĒΑ	93	0	-93.0	s	20.00	\$	(1,860.00)
9	Barrier Free Ramps - Rehab (Types E & F)	EA	3	3	0.0	\$	1,000.00	\$	•
10	Barrier Free Ramps - Rehab (Type G-H)	\$F	2	2	0.0	\$	1,500.00	\$	-
12	4" Topsoil with Block Sod To Match Existing	LF	220	0	-220.0	\$	1.20	\$	(264.00)
21	Sidewalk Curb	EA	53	99	46.0	\$	50.00	\$	2,300.00
27	Traffic Control For High Volume Streets (including arrow boards, signs and barricades)	LF	1	1	0.0	\$	1,000.00	\$	-
	740 W. Arapaho Rd Sidewalk Replacement								
1	Remove and Replace - 4" Class "A" Reinforced Concrete Sidewalk	SF	143	223	80.5	\$	8.00	\$	644.00
11	Compacted Clean Fill - Furnish and Install	CY	1	0	-0.6	\$	30.00	\$	(18.00)
12	4" Topsoil with Block Sod To Match Existing	SF	32	164	132.0	\$	1.20	\$	158.40
27	Traffic Control For High Volume Streets (including arrow boards, signs and barricades)	EA	1	1	0.0	\$	1,000.00	\$	-
				CHAN	GE ORDER #1	ı		\$	(5,903.60
				Change	Order #2 Co	ntra	ict Amoun	t \$	(143,777.19
			Liqu	idated Dai	nages & Ot	her (Deductions	\$	(86,000.00
				Tota	l Change Or	der	#2 Amoun	t \$	(229,777.19

	CHANGE ORDER SUMMARY						
		Amounts	Contract Dui	ration			
Original Contract		\$1,312,143.80	410	Days			
Previously Approved Chang	ge Orders	\$25,666.40	18	Days			
This Proposed Change Order		\$ (229,777.19)	42	Days			
Total change Orders							
(25% Max.)	-16%	\$ (204,110.79)	60	Days			
				Days			
Total Authorized Contract		\$1,108,033.01	470	Days			
			1	1			

Notice to Proceed Date: Projected Completion Date: 5/24/2021 9/6/2022



CONSTRUCTION CONTRACT CHANGE ORDER FORM

Contract No. 321000864

Contractor: Aushill Construction,

LLC.

Change Order No. 1

Client: City of Richardson	Project: 2021 Sidewalk Replacement Program Residential Region 1A
1302 E. Collins Blvd.	Project Manager: David Cruz
Richardson, TX 75081	Date: 12/1/2022

SUMMARY OF ADDITIONS, MODIFICATIONS, OR DELETIONS TO THE WORK DESCRIBED IN THE CONTRACT DOCUMENTS (ATTACH ADDITIONAL DETAILS AS NEEDED):

Increase sidewalk and ramp replacement items, see Attachment A.

DESCRIBE WHY THE CHANGE ORDER IS NEEDED:

Change Order 1 to the contract with Aushill Construction, LLC. is necessary to add scope to the contract in the amount of \$234,822.00. This change order is necessary to expedite the construction of sidewalk and ramp improvements remaining to be completed from Region 4 and Region 5. An additional 45 calendar days will be added to the contract time for this work.

CHANGE ORDER SUMMARY:

	Amounts	Contract Duration (Days)
Original Contract	\$ 1,139,670.00	320
Previously Approved Change Orders	\$ 0.00	0
Proposed Change Order No. 2	\$ 234,822.00	45
Total Change Orders	\$ 234,822.00	45
Total Authorized Contract	\$ 1,374,492.00	365

Notice to Proceed 8/1/2022 Completion Date: 8/1/2023

The compensation agreed upon in this Change Order is full, complete and final payment for all costs the Contractor may incur as a result of or relating to this change whether said costs are known, unknown, foreseen or unforseen at this time, including without limitation, any cost for delay, extended overhead, ripple or impact cost, or any other effect on changed or unchanged work as a result of this Change Order.

Recommended By: [Engineering Firm] N/A By:		Recommended By: City Project Manager By:	12-2-2022
Title:	Date	David Cruz	Date
Approved By: Aushill Construction, LLC.		Approved By: City of Richardson	
By: President	12/1/2022 Date	By: Assistant City Manager	Date

FOR CITY STAFF - TO BE FILLED BY PROJECT MANAGER BEFORE ROUTING TO ASSISTANT CITY MANAGER

Project ID	Account Number	Amount	Comments	
NV2201	3330-87-03-725-000-707524	\$ 234,822.00	Increase Cont# 321000864	
313417 NV2003	3130-20-36-725-000-707524 3980-87-03-725-000-707524	\$ (27,544.81) \$ (207,277.19)	Account Decrease Account Decrease	
1472003	3700 07 03 723 000 707324	7 (207,277.13)	Account Decrease	



Change Order Attachment A

Project: 2021 Residential Sidewalk Replacement Program - Region 1A Contractor:

Contract #321000864 Aushill Construction, LLC. Change Order No. 1

City Project Manager: David Cruz

Engineering Firm: N/A Date: 12/01/2022

Item No.	Description	Unit	Original Qty	Revised Qty	Change in Qty	Unit Price	Change \$	
1	Remove and Replace - 4" Class "A" Reinforced Concrete Sidewalk	SF	74000	82124	8060	\$9.00	\$ 72,54	40.00
2	Remove and Replace - 5" Class "A" Reinforced Concrete Driveway Pavement Including Curb	SF	1500	1501	1	\$9.00	\$	9.00
4	Saw, Remove and Dispose of Concrete Street, Driveway, or Alley Pavement Including Curb	SF	2000	2001	1	\$2.00	\$	2.00
5	6" Class "C" Reinforced Concrete Alley Pavement Including Curb	SF	2000	2001	1	\$9.00	\$	9.00
7	Remove and Replace - 6" Class "C" Reinforced Concrete Curb and 18" Gutter	LF	300	450	150	\$20.00	\$ 3,00	00.00
10	Barrier Free Ramps - Rehab (All Types A-H)	EA	30	82	52	\$2,500.00	\$130,00	00.00
12	4" Topsoil with Block Sod To Match Existing	SF	18600	27396	8796	\$1.50	\$ 13,19	94.00
14	Remove and Replace Water Meter Box and Adjustment to Grade (Including Meter Box and Lid)	EA	3	4	1	\$500.00	\$ 50	00.00
17	Remove and Replace - 4" Exposed Aggregate Class "A" Reinforced Concrete Sidewalk to Match Existing	SF	500	501	1	\$9.00	\$	9.00
18	Remove and Replace - 5" Exposed Aggregate Class "A" Reinforced Concrete Driveway to Match Existing.	SF	500	501	1	\$9.00	\$	9.00
22	Sidewalk Curb	LF	1000	1150	150	\$10.00	\$ 1,50	00.00
26	Irrigation System Lowering or Relocation	EA	3	4	1	\$50.00	\$ 5	50.00
30	Traffic Control For High Volume Streets (including arrow boards, signs and barricades)	EA	3	5	2	\$2,000.00	\$ 4,00	00.00
35	Construction Contingency	LS	1	1.1	0.1	\$100,000.00	\$ 10,00	00.00
				To	otal Chang	e Order No. 1	\$234.82	22.0

		CHANGE ORD	DER SUMMAR	Y		
		Amounts	Contract Dura	tion		
Original Contract		\$1,139,670.00	320	Days		
Previously Approved Change Orders		\$0.00	0 Days			
This Proposed Change Order		\$234,822.00	45 Days			
Total change Orders (25% Max.)	21%	\$234,822.00	45	Days		
Total Authorized Contract		\$1,374,492.00	365	Days		
		Notice to Proce	ed Date:		8/1/2022	
		Projected Comp	pletion Date:		8/1/2023	