AGENDA
Irving City Council Regular Meeting
Thursday, June 20, 2019 at 7:00 PM
City Hall, First Floor, Council Chambers
825 W. Irving Blvd., Irving, Texas 75060

Organizational Service Announcements

Invocation

Dr. Bill LaBarr, Plymouth Park United Methodist Church

Pledge of Allegiance

Proclamations and Special Recognitions

Administer Oath of Office and Statement of Elected Official to Council Members Place 1, Place 2, and Place 7

Reception for Elected Officials

Proclamations and Special Recognitions

Citizens' Forum

Citizens are invited to speak for three (3) minutes on matters relating to City government and on items not listed on the regular agenda.

Public Hearing: Items 1 through 43

CITY COUNCIL AGENDA

1 City Operations Update
   A. Irving Golf Club Update
   B. Millennium Park Fountain Update

This meeting can be adjourned and reconvened, if necessary, the following regular business day.

Any item on this posted agenda could be discussed in executive session as long as it is within one of the permitted categories under sections 551.071 through 551.076 and section 551.087 of the Texas Government Code.

This facility is physically accessible and parking spaces for the disabled are available. Accommodations for people with disabilities are available upon request. Requests for accommodations must be made 48 hours prior to the meeting. Contact the City Secretary’s Office at 972-721-2493 or Relay Texas at 7-1-1 or 1-800-735-2988.
2 Public Hearing - Public Hearing #2 on the 2019-20 City of Irving Fiscal Year Budget

Administrative Comments
1. This item is recommended by the Financial Services Department.
2. In accordance with Fiscal Year 2019-20 Budget Calendar, public hearings have been scheduled for June 6, 2019 and June 20, 2019 City Council meetings.
3. Notice of the public hearings have been published in the City Spectrum and on the City’s website.
4. Public comments can also be submitted through the city website.

Recommendation
Input be taken under advisement.

CONSENT AGENDA

3 Approving Work Session Minutes for Wednesday, June 05, 2019

4 Approving Regular Meeting Minutes for Thursday, June 06, 2019

5 Resolution - Approving a Special Events Agreement Between the City of Irving and Dallas-Fort Worth (DFW) International Airport Board for the Provision of K-9 Explosive Detection Services

Administrative Comments
1. This item is recommended by the Police Department. It supports Strategic Goal No. 4.1: Safeguard public safety, security and health.
2. Impact: This Interlocal Agreement (ILA) is entered between the City of Irving on behalf of the Irving Police Department (IPD) and DFW Airport, for use of DFW K9 services during special events held in Irving.
3. The City of Irving agrees to reimburse the DFW Airport board the current overtime hourly wage rate of $70.28 for K9 services.
4. Funding is available in the Police Department budget within the General Fund.

Recommendation
The resolution be approved.
6 Resolution - Approving an Educational Services Agreement Between the City of Irving and Dallas County Community College District on Behalf of Brookhaven College and El Centro College for Emergency Medical Services Student Internships with the Irving Fire Department

Administrative Comments

1. This item is recommended by the Fire Department.

2. Impact: This opportunity provides internship locations/slots to students of Brookhaven College School of Emergency Medical Services and El Centro College School of Emergency Medical Services.

3. This Agreement has a five-year term from June 6, 2019 through June 5, 2024.

Recommendation

The resolution be approved.

7 Resolution - Awarding a Contract to SYB Construction Company, Inc. in the Amount of $3,371,323.50 for the Betsy Lane Wastewater Interceptor Improvements Project

Administrative Comments

1. This item is recommended by the Capital Improvement Department. This item supports Objective 2.4: Maintain and extend water, wastewater and storm water systems.

2. Impact: This work is part of the Road to the Future Program. This work is part of the Water Utilities Department Wastewater System Improvements. This project impacts 35 commercial and residential properties along Betsy Lane from State Highway 183 to Grauwyler Road and will improve the wastewater system.

3. This project has been previously presented to the Transportation and Natural Resources Committee on July 19, 2017 for award of design services and previously presented to the Transportation and Natural Resources Committee on June 6, 2019.

4. This project will replace the wastewater, a water main and provide a complete street restoration along Betsy Lane from State Highway 183 to Grauwyler Road. The pavement condition index for Betsy ranges between the low to mid 60’s.

5. Bids were received from one bidder. SYB Construction Company, Inc. submitted the lowest responsive responsible bid of $3,371,323.50. This is $225,601.50 (6.27%) below the funding allocated for this project.

6. Minority and/or Women-owned Business (M/WBE) participation in this award is 100%.

7. Funding in the amount of $1,376,083.22 is available within the Sanitary Sewer Bond
Fund and Funding in the amount of $1,995,240.28 is available within the Street Improvement Bond Fund.

**Recommendation**

The resolution be approved.

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**Resolution - Awarding a Contract to SYB Construction Company, Inc. in the Amount of $1,620,984.00 for the Promenade Court/Promenade Parkway Medians Paving, Drainage, Water & Wastewater Improvements Project**

**Administrative Comments:**

1. This item is recommended by the Capital Improvement Program Department. It supports Strategic Objective 2.4 - Maintain and extend water, wastewater and storm water systems.

2. **Impact:** The work to be performed under this contract will install complete in place approximately four hundred fifty (450) linear feet of 9-inch thick reinforced paved vehicular drop off for the Irving Convention Center DART Orange Line Light Rail Station. Six (6) parallel parking spaces will be available on the west side and eighteen (18) angle parking spaces and two (2) ADA compliant angle parking places will be available on the east side. Twenty four inch and 18-inch storm system extensions will be included. Seven feet wide sidewalks on each side of Promenade Court will be installed. Stairs and pedestrian ramps to the train platform will be included.

3. The Escrow agreement was approved in Resolution 2019-19 on January 31, 2019 in the amount of $284,925.00.

4. As within the escrow agreement with Mission Bay Properties, the following items have been included: four hundred (400) linear feet of 18-inch storm pipe, four hundred thirty linear (430) feet of eight-inch PVC wastewater main and one hundred (100) linear feet of water main.

5. Bids were received from 2 bidders. SYB Construction, Co., Inc., submitted the lowest responsive responsible base bid of $1,239,604.00. Add alternate bid of $381,380.00. The total bid is $1,620,984.00. This is $155,952.00 (8.78%) below the project estimate.

6. Minority- and/or Women-owned Business (M/WBE) participation in this award is 100%.

7. Funding in the amount of $1,620,984.00 is available within the Gateway Bond Fund.

**Recommendation**

The resolution be approved.
9 Resolution - Awarding Change Order No. 1 to Thalle Construction Company, Inc. in the Amount of $727,105.50 for the Southwest Interceptor Improvements Project

Administrative Comments

1. This item is recommended by the Capital Improvement Department. This item supports Objective 2.4: Maintain and extend water, wastewater and storm water systems.

2. Impact: This work is part of the Water Utilities Department Wastewater Master Plan to provide additional capacity to the wastewater system serving Southwest Irving. This project impacts 292 residential and 19 commercial properties and will improve the wastewater system within District 1 and 4.

3. This project has been previously presented to the Transportation and Natural Resources Committee on June 7, 2017 for award and on October 3, 2018 as part of the September 21 & 22 flash flooding damage across the city.

4. On June 8, 2017, the City Council awarded the Southwest Interceptor Improvements Project to Thalle Construction Company, Inc. in the amount of $6,330,139.00.

5. This change order No. 1 provides additional funding for costs incurred on the project to address design and scope changes during construction, damage caused by severe storms, and damage to and extra preventive measures taken to protect public and private property improvements due to extremely loose soils encountered.

6. This change order increases the contract amount by 11.50% and contract time by 51 calendar days to the original contract for a new contract amount of $7,057,244.50.

7. Funding in the amount of $727,105.50 is available within the Water and Sewer System Non-Bond CIP Fund.

Recommendation

The resolution be approved.

10 Resolution - Approving Payment to Xerox Corporation in the Estimated Amount of $98,000.00 for Managed Print Services

Administrative Comments

1. This item is recommended by the Information Technology Department.

2. Impact: Xerox provides city-wide enterprise print management for the lease of 90 multi-function copiers and two print shop high-capacity production copiers. Additionally they provide support for 165 city-owned networked printers, a part-time support technician and all supplies and consumables exclusive of paper.
3. The current five year contract approved by City Council on June 4, 2015 by RES-2015-189 included a master services agreement and three sub orders riding beneath it for copier leases and other support services. The June 4, 2015 agenda item requested estimated expenditures over the five year period of $2,440,000 up to June 7, 2019, which was the expiration of the master services agreement. However, the sub orders do not expire until June 30, 2019. Since funding appropriation also ended on June 7, 2019 per the original agenda item; this is a request for additional appropriation to pay the remaining payments for services rendered through June 30, 2019, estimated to be $98,000.00. This will complete this five year contract.

4. Funding in the amount of $98,000.00 is available in the Information Technology Department budget within the General Fund.

**Recommendation**

The resolution be approved.

11 **Resolution - Approving a One Year Contract with Xerox Corporation for Managed Print Services in the Total Estimated Amount of $730,000.00 through the National Intergovernmental Purchasing Alliance Company (National IPA)**

**Administrative Comments**

1. This item is recommended by the Information Technology Department.

2. **Impact:** Approving this contract allows for citywide enterprise print management services, continuation of the lease of 106 multi-function copiers, two print shop high capacity production copiers, and 170 networked printers, toner and consumables. Xerox also provides one outsourced support technician who works part-time to concentrate on resolving copier support calls, allowing city IT staff to concentrate on other duties.

3. The attached Services Master Agreement will be for a period of one year and will be governed by the National IPA Contract No. R171406 for Managed Print Services.

4. Funding for Fiscal Year 2018-19 is available in the Information Technology Department budget within the General Fund, while funding for Fiscal Year 2019-20 is subject to budget appropriation.
<table>
<thead>
<tr>
<th>Vendor</th>
<th>Contract Term</th>
<th>Total Estimated Amount</th>
<th>Fiscal Year(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Xerox Corporation</td>
<td>6/21/2019 – 6/30/2020</td>
<td>$182,500.00</td>
<td>2018-19</td>
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<tr>
<td></td>
<td></td>
<td>$365,000.00</td>
<td>2019-20</td>
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<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td><strong>$730,000.00</strong></td>
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</tbody>
</table>

**Recommendation**

The resolution be approved.

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12 Resolution - Approving the Purchase from GTS Technology Solutions, Inc., in the Total Estimated Amount of $163,800.00 for the Purchase of 160 Mobile Routers through the State of Texas Department of Information Resources (DIR)

**Administrative Comments**

1. This item is recommended by the Information Technology Department.

2. **Impact:** As part of the Information Technology Department’s 5-year strategic plan, this item will provide for the replacement of the Police Department’s existing mobile routers that are at the end of product life cycle. These new mobile routers will be needed to support the video and computer hardware projected to be replaced.

3. This purchase is supported by a Vendor/Member contract between the City of Irving and GTS Technology Solutions, Inc. utilizing DIR-TSO-3652 which expires on November 4, 2019. The contract was approved by Administrative Award No. 6221 on April 17, 2019.

4. Funding in the amount of $163,800.00 is available in the Radio Communications System Bond Fund.

**Recommendation**

The resolution be approved.
13 Resolution - Approving a Single Source Purchase Agreement with Municipal Valve & Equipment, in an Amount Not to Exceed $100,023.00 for Three Check Valves for the MacArthur Pump Station

Administrative Comments
1. This item is recommended by the Water Utilities Department. It supports Strategic Objective 2.4 – Maintain and extend water, wastewater and storm water systems.

2. Impact: The three new check valves will replace existing check valves at the MacArthur Pump Station that are worn, cannot be repaired and at risk of failure. The check valves keep the pump station operating properly by preventing water from flowing backwards through the pumps.

3. Crispin check valves from Municipal Valve & Equipment are in use at the Hackberry Pump Station and Northgate Pump Station.

4. Crispin check valves have proven to be of high quality and are easy to maintain.

5. Crispin check valves are the City’s standard at water pump station facilities.

6. Funding in the amount of $100,023.00 is available in the Water Utilities budget within the Water and Sewer System Fund.

Recommendation
The resolution be approved.

Bids & Purchasing Items
Items 14-21

14 Resolution - Authorizing Additional As-Needed Purchases Pursuant to a Cooperative Purchasing Agreement Between the City of Irving and Galls, LLC, through an Interlocal Agreement with the City of Frisco in a Total Estimated Amount of $275,000.00 for the Police Department and Other City Departments for Law Enforcement Uniforms and Other Related Duty Gear

Administrative Comments
1. This item is recommended by the Police Department, Municipal Court, Code Enforcement, Information Technology, and Inspections.

2. Impact: Authorizing additional as-needed expenditures will allow the Police Department to continue purchasing law enforcement uniforms and other related duty gear. In addition, this contract will support the uniform needs of the other departments listed above.

3. These purchases are supported by a Vendor/Member contract between the City of Irving and Galls, LLC utilizing Contract No. 1804-060 which has been renewed and now expires on August 6, 2020. This Vendor/Member contract was approved by
Resolution No. 2018-399 on October 10, 2018.

4. Funding for Fiscal Year 2018-19 is available in various departmental budgets within various funds, while funding for Fiscal Year 2019-20 is subject to budget appropriation.

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Spending Term</th>
<th>Total Estimated Amount</th>
<th>Fiscal Year(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Galls, LLC</td>
<td>6/21/19 - 8/6/20</td>
<td>$68,750.00</td>
<td>2018-19</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$206,250.00</td>
<td>2019-20</td>
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<tr>
<td>TOTAL</td>
<td></td>
<td>$275,000.00</td>
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**Recommendation**

The resolution be approved.

15 Resolution - Approving and Accepting the Bid of Greener Pastures, LLC, in the Total Estimated Amount of $247,601.90 for Mowing & Litter Control on TxDOT Rights of Way

**Administrative Comments**

1. This item is recommended by the Parks & Recreation Department.

2. **Impact:** This contract provides for mowing and litter control services on TxDOT rights of way along Interstate 635, Loop 12, and State Highway 114.

3. Rights of way areas to be serviced by this contract are as follows: Item # 1.1 – Mowing, litter control & string trimming for Interstate 635 TxDOT right-of way – 171.27 acres per mowing cycle for three (3) mowing cycles annually; Item # 1.2 - Mowing, litter control & string trimming for Loop 12 TxDOT right-of way – 70.77 acres per mowing cycle for three (3) mowing cycles annually; Item # 2.1 – Litter control only for Interstate 635 TxDOT right-of-way – 171.27 acres per litter control cycle for nine (9) litter control cycles per year; Item # 2.2 – Litter control only for Loop 12 TxDOT right-of-way – 70.77 acres per litter control cycle for nine (9) litter control cycles per year; and Item # 3.1 – Mowing, litter control & string trimming for State Highway 114 TxDOT right-of way – 82.21 acres per mowing & litter control cycle for nine (9) cycles annually.
4. The city received one response to this Invitation to Bid from Greener Pastures, LLC. This contractor has extensive experience in maintaining TxDOT rights of way throughout the Dallas-Fort Worth Metroplex and is recommended for award.

5. This award establishes an annual contract for the continuation of providing mowing and litter control for TxDOT rights of way. The contract is subject to two, two-year renewal options.

6. A contingency amount of $20,000.00 has been specified and unit pricing has been provided as part of this bid to accommodate unforeseen maintenance needs for rights of way not specifically identified in the specifications.

7. Funding for Fiscal Year 2018-19 is available in the Parks & Recreation Department Budget within the General Fund, while funding for Fiscal Year 2019-20 is subject to budget appropriation.

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Contract Term</th>
<th>Total Est. Expenditure</th>
<th>Fiscal Year(s)</th>
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<tr>
<td>Greener Pastures, LLC</td>
<td>7/1/19 – 6/30/20</td>
<td>$ 70,155.50</td>
<td>2018-19</td>
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<td>$177,446.40</td>
<td>2019-20</td>
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<td><strong>TOTAL</strong></td>
<td></td>
<td><strong>$247,601.90</strong></td>
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**Recommendation**

The resolution be approved.


**Administrative Comments**

1. This item is recommended by the Human Resources Department – Risk Management Division.

2. **Impact:** Regulated Environmental Risk Services are necessary to the City of Irving’s field operations and are required to keep the City of Irving safe and compliant with hazardous substances regulations per the Texas Commission on Environmental Quality (TCEQ) and Texas State Department of Health Services (TSDHS).

3. A Request for Proposals was issued for these services which are comprised of the following: Component A, hazardous waste pickup, transport, and disposal; Component B, emergency standby response for hazardous materials incidents; and Component C, fuel storage tank regulatory testing, maintenance, and management. Three responses were received.
4. Risk Management recommends award of these components to the respondents scoring the highest points based on evaluation criteria established in the RFP as follows: Component A – Green Planet, Inc., Component B – US Ecology Houston, Inc., and Component C – W. Two Plus, Inc.

5. Minority- and/or Woman Owned Business participation in this award is 9.67%.

6. Funding for Fiscal Year 2018-19 for Components A and C is available in various departmental budgets within various funds, and in the Municipal Drainage Utility, Garage, and Self-Insurance funds; funding for Fiscal Year 2018-19 for Component B is available in the Self-Insurance Fund; while funding for Fiscal Years 2019-20 through 2021-22 is subject to budget appropriation.

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<tbody>
<tr>
<td>Green Planet, Inc.</td>
<td>A</td>
<td></td>
<td>$2,675</td>
<td>$10,700</td>
<td>$10,700</td>
<td>$8,025</td>
<td>$32,100.00</td>
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<tr>
<td>W. Two Plus, Inc.</td>
<td>C</td>
<td></td>
<td>$25,000</td>
<td>$100,000</td>
<td>$100,000</td>
<td>$75,000</td>
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<td><strong>$27,675</strong></td>
<td><strong>$110,700</strong></td>
<td><strong>$110,700</strong></td>
<td><strong>$83,025</strong></td>
<td><strong>$332,100.00</strong></td>
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**Recommendation**

The resolution be approved.

17 **Resolution - Awarding a Contract to MSB Constructors, Inc., in the Total Estimated Amount of $1,572,100.00 for the Construction of a Fire Apparatus Storage Building**

**Administrative Comments**

1. This item is recommended by the Capital Improvement Program Department and the Fire Department. It supports Strategic Objective 2.5: Support strategic investments in city facilities.

2. **Impact:** The fire apparatus storage building will provide weather protection for second line firefighting apparatus that are now being stored out of doors and exposed to the weather. The facility will also allow for the use of the second line equipment in training exercises conducted at the adjacent drill field.

3. **This item was presented to the Transportation & Natural Resources Committee on June 5, 2019, and will be presented to the Public Safety Committee on June 20, 2019.**
4. Bids were received from seven contractors. MSB Constructors, Inc., submitted the lowest responsive, responsible base bid of $1,257,100.00 and is recommended for award in the total estimated amount of $1,572,100.00, which also includes Alternate 1 for finish-out of interior offices/rooms and Alternate 4 for concrete paving which will allow access to the rear (north side) of the building.

5. Funding in the amount of $1,192,895.71 is available in the Fire Station Bond Fund, and funding in the amount of $379,204.29 is available in the Non-Bond CIP Fund.

**Recommendation**
The resolution be approved.

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18 Resolution - Approving and Accepting the Bid of Knight Restoration Services, L.P., in the Total Estimated Amount of $99,930.00 for City Hall Duct Cleaning

**Administrative Comments**
1. This item is recommended by the Capital Improvement Program Department.
2. **Impact:** The HVAC ductwork is in need of cleaning in order to efficiently provide heating and cooling through the City Hall building in a clean and healthy manner.
3. Bids were received from four vendors, one of which was an M/WBE or HUB vendor. Knight Restoration Services, L.P., provided the lowest responsive, responsible bid of $99,930.00 and is recommended for award.
4. Funding in the amount of $99,930.00 is available in the Capital Improvement Program Department budget within the General Fund.

**Recommendation**
The resolution be approved.
Resolution - Approving As-Needed Expenditures with Motorola Solutions, Inc., in the Total Estimated Amount of $750,000.00, for Radio Communication, Emergency Response, and Mobile Interoperability Equipment through an Interlocal Agreement with the Houston-Galveston Area Council (H-GAC)

Administrative Comments

1. This item is recommended by the Information Technology Department, Police Department and Fire Department.

2. **Impact**: This will be used by all three departments equally. Information Technology for Public Safety communications infrastructure and miscellaneous hardware. Police and Fire will purchase additional radios and miscellaneous hardware that allows them to use the Public Safety radio system to provide lifesaving services to residents, visitors, and businesses.

3. A Vendor/Member Contract utilizing H-GAC Contract No. RA05-18 Radio Communication, Emergency Response, & Mobile Interoperability Equipment between the City of Irving and Motorola Solutions, Inc., which expires on April 30, 2021, was approved on May 23, 2019 through Administrative Award No. 6363. Approval of this item will allow the city to continue purchasing this equipment.

4. Funding for Fiscal Year 2018-19 is available in various departmental budgets within various funds, while funding for Fiscal Years 2019-20 and 2020-21 is subject to budget appropriation.

5. Because this spending amount is requested for the period of June 2019 through April 2021, it is possible that more than the estimated amounts shown in the chart below may be spent in one operating year or the other as long as there are budget funds available to accommodate that year’s additional purchases and the total amount is not exceeded.

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Contract Term</th>
<th>Total Estimated Amount</th>
<th>Fiscal Year(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Motorola Solutions, Inc.</td>
<td>6/21/2019 – 4/30/2021</td>
<td>$100,000.00</td>
<td>2018-19</td>
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<td></td>
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<td></td>
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<td>$104,000.00</td>
<td>2020-21</td>
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<td><strong>TOTAL</strong></td>
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<td><strong>$750,000.00</strong></td>
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</table>

**Recommendation**

The resolution be approved.
Resolution - Approving and Accepting the Bid of Lofton Innovation LLC, in the Total Estimated Amount of $90,040.00 for the Purchase and Installation of Eaton Uninterruptible Power Source (UPS) Systems

Administrative Comments

1. This item is recommended by the Information Technology Department.

2. **Impact:** This purchase satisfies an IT Strategic Plan initiative. This one-time purchase provides for a new Eaton Uninterruptible Power Supply (UPS) system to the city's Disaster Recovery data center (DR) site at the Hackberry location and an additional new UPS system at the primary data center site at City Hall, allowing for increased power load capacity and redundancy to be maintained during outages.

3. Minority and Women-Owned Business Enterprise participation in this award is 100%.

4. Funding for Fiscal Year 2018-19 is available in the Infrastructure Bond Fund.

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Description</th>
<th>Total Est. Expenditure</th>
<th>Fund</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lofton Innovation LLC</td>
<td>2 each Eaton Uninterruptable Power Supply systems and installation services</td>
<td>$90,040.00</td>
<td>Infrastructure Bond</td>
</tr>
</tbody>
</table>

**Recommendation**

The resolution be approved.

Resolution - Approving and Accepting the Bid of Atlas Utility Supply Company in the Total Estimated Amount of $962,852.00 for Water Meter Boxes

Administrative Comments

1. This item is recommended by the Water Utilities Department.

2. **Impact:** This annual contract allows the department to purchase water meter boxes that are specially manufactured for the electronic radio transmitters (ERTs) that are required for the Advanced Metering Infrastructure (AMI) Project.

3. This award establishes an annual contract for the continuation of supplying water meter boxes. This contract is for one year with two one-year renewal options. The current contract expires June 30, 2019.

4. Funding for Fiscal Year 2018-19 is available in the Water and Sewer System Fund while funding for the Fiscal Year 2019-20 is subject to budget appropriation.
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</thead>
<tbody>
<tr>
<td>Atlas Utility Supply Company</td>
<td>7/1/2019 – 6/30/2020</td>
<td>$320,950.00</td>
<td>$641,902.00</td>
<td>$962,852.00</td>
</tr>
</tbody>
</table>

**Recommendation**

The resolution be approved.

**End of Bids**

22 **Ordinance - First Reading -- Granting a Franchise to B & B Waste Transit, Inc., for Solid Waste Collection Services Beginning on June 10, 2019 and Ending on June 9, 2022 Pursuant to Chapter 33 of the Code of Civil and Criminal Ordinances of the City of Irving, Texas**

**Administrative Comments**

1. This item has been recommended by Solid Waste Services.

2. **Impact:** The franchise will authorize B & B Waste Transit, Inc. to provide waste hauling services to various business throughout the City of Irving.

3. This franchise agreement establishes operational guidelines for dumpster cleanliness, litter control, limits service times near residential areas, requests coordination of collection times in school zones and, in general, sets in place some common industry practices.

4. Franchise Agreement is for three (3) years beginning on June 10, 2019 and ending on June 9, 2022. The franchise fee to be assessed is 5% of gross revenues for business generated in servicing dumpsters, roll-off containers, compactor containers, or collecting and hauling in open top trucks on waste collected within the City of Irving.

**Recommendation**

The ordinance be adopted.

23 **Ordinance - First Reading -- Granting a Franchise to Bubba Tugs Corporation for Solid Waste Collection Services Beginning on June 10, 2019 and Ending on June 9, 2022 Pursuant to Chapter 33 of the Code of Civil and Criminal Ordinances of the City of Irving, Texas**

**Administrative Comments**

1. This item has been recommended by Solid Waste Services.
2. **Impact:** The franchise will authorize Bubba Tugs Corporation to provide waste hauling services to various business throughout the City of Irving.

3. This franchise agreement establishes operational guidelines for dumpster cleanliness, litter control, limits service times near residential areas, requests coordination of collection times in school zones and, in general, sets in place some common industry practices.

4. Franchise Agreement is for three (3) years beginning on June 10, 2019 and ending on June 9, 2022. The franchise fee to be assessed is 5% of gross revenues for business generated in servicing dumpsters, roll-off containers, compactor containers, or collecting and hauling in open top trucks on waste collected within the City of Irving.

**Recommendation**

The ordinance be adopted.

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24 **Ordinance - First Reading -- Granting a Franchise to Champion Waste & Recycling Services, LLC, for Solid Waste Collection Services Beginning on June 10, 2019 and Ending on June 9, 2022 Pursuant to Chapter 33 of the Code of Civil and Criminal Ordinances of the City of Irving, Texas**

**Administrative Comments**

1. This item has been recommended by Solid Waste Services.

2. **Impact:** The franchise will authorize Champion Waste & Recycling Services, LLC to provide waste hauling services to various business throughout the City of Irving.

3. This franchise agreement establishes operational guidelines for dumpster cleanliness, litter control, limits service times near residential areas, requests coordination of collection times in school zones and, in general, sets in place some common industry practices.

4. Franchise Agreement is for three (3) years beginning on June 10, 2019 and ending on June 9, 2022. The franchise fee to be assessed is 5% of gross revenues for business generated in servicing dumpsters, roll-off containers, compactor containers, or collecting and hauling in open top trucks on waste collected within the City of Irving.

**Recommendation**

The ordinance be adopted.
Ordinance - First Reading -- Granting a Franchise to Community Waste Disposal, L.P., for Solid Waste Collection Services Beginning on June 10, 2019 and Ending on June 9, 2022 Pursuant to Chapter 33 of the Code of Civil and Criminal Ordinances of the City of Irving, Texas

Administrative Comments

1. This item has been recommended by Solid Waste Services.

2. **Impact**: The franchise will authorize Community Waste Disposal, L.P. to provide waste hauling services to various business throughout the City of Irving.

3. This franchise agreement establishes operational guidelines for dumpster cleanliness, litter control, limits service times near residential areas, requests coordination of collection times in school zones and, in general, sets in place some common industry practices.

4. Franchise Agreement is for three (3) years beginning on June 10, 2019 and ending on June 9, 2022. The franchise fee to be assessed is 5% of gross revenues for business generated in servicing dumpsters, roll-off containers, compactor containers, or collecting and hauling in open top trucks on waste collected within the City of Irving.

Recommendation

The ordinance be adopted.

Ordinance - First Reading -- Granting a Franchise to Empire Disposal, Ltd., for Solid Waste Collection Services Beginning on June 10, 2019 and Ending on June 9, 2022 Pursuant to Chapter 33 of the Code of Civil and Criminal Ordinances of the City of Irving, Texas

Administrative Comments

1. This item has been recommended by Solid Waste Services.

2. **Impact**: The franchise will authorize Empire Disposal, Ltd. to provide waste hauling services to various business throughout the City of Irving.

3. This franchise agreement establishes operational guidelines for dumpster cleanliness, litter control, limits service times near residential areas, requests coordination of collection times in school zones and, in general, sets in place some common industry practices.

4. Franchise Agreement is for three (3) years beginning on June 10, 2019 and ending on June 9, 2022. The franchise fee to be assessed is 5% of gross revenues for
business generated in servicing dumpsters, roll-off containers, compactor containers, or collecting and hauling in open top trucks on waste collected within the City of Irving.

**Recommendation**
The ordinance be adopted.

---

**Ordinance - First Reading -- Granting a Franchise to Evergreen Disposal Services of Fort Worth, LLC for Solid Waste Collection Services Beginning on June 10, 2019 and Ending on June 9, 2022 Pursuant to Chapter 33 of the Code of Civil and Criminal Ordinances of the City of Irving, Texas**

**Administrative Comments**
1. This item has been recommended by Solid Waste Services.
2. **Impact**: The franchise will authorize Evergreen Disposal Services to provide waste hauling services to various business throughout the City of Irving.
3. This franchise agreement establishes operational guidelines for dumpster cleanliness, litter control, limits service times near residential areas, requests coordination of collection times in school zones and, in general, sets in place some common industry practices.
4. Franchise Agreement is for three (3) years beginning on June 10, 2019 and ending on June 9, 2022. The franchise fee to be assessed is 5% of gross revenues for business generated in servicing dumpsters, roll-off containers, compactor containers, or collecting and hauling in open top trucks on waste collected within the City of Irving.

**Recommendation**
The ordinance be adopted.
Ordinance - First Reading -- Granting a Franchise to Hurricane Waste Systems, LLC, for Solid Waste Collection Services Beginning on June 10, 2019 and Ending on June 9, 2022 Pursuant to Chapter 33 of the Code of Civil and Criminal Ordinances of the City of Irving, Texas

Administrative Comments

1. This item has been recommended by Solid Waste Services.

2. **Impact:** The franchise will authorize Hurricane Waste Systems, LLC to provide waste hauling services to various business throughout the City of Irving.

3. This franchise agreement establishes operational guidelines for dumpster cleanliness, litter control, limits service times near residential areas, requests coordination of collection times in school zones and, in general, sets in place some common industry practices.

4. Franchise Agreement is for three (3) years beginning on June 10, 2019 and ending on June 9, 2022. The franchise fee to be assessed is 5% of gross revenues for business generated in servicing dumpsters, roll-off containers, compactor containers, or collecting and hauling in open top trucks on waste collected within the City of Irving.

Recommendation

The ordinance be adopted.

Ordinance - First Reading -- Granting a Franchise to Moore Disposal Corporation for Solid Waste Collection Services Beginning on June 10, 2019 and Ending on June 9, 2022 Pursuant to Chapter 33 of the Code of Civil and Criminal Ordinances of the City of Irving, Texas

Administrative Comments

1. This item has been recommended by Solid Waste Services.

2. **Impact:** The franchise will authorize Moore Disposal Corporation to provide waste hauling services to various business throughout the City of Irving.

3. This franchise agreement establishes operational guidelines for dumpster cleanliness, litter control, limits service times near residential areas, requests coordination of collection times in school zones and, in general, sets in place some common industry practices.

4. Franchise Agreement is for three (3) years beginning on June 10, 2019 and ending on June 9, 2022. The franchise fee to be assessed is 5% of gross revenues for
business generated in servicing dumpsters, roll-off containers, compactor containers, or collecting and hauling in open top trucks on waste collected within the City of Irving.

**Recommendation**

The ordinance be adopted.

---

**Ordinance - First Reading -- Granting a Franchise to Republic Waste Services of Texas, Ltd., for Solid Waste Collection Services Beginning on June 10, 2019 and Ending on June 9, 2022 Pursuant to Chapter 33 of the Code of Civil and Criminal Ordinances of the City of Irving, Texas**

**Administrative Comments**

1. This item has been recommended by Solid Waste Services.

2. **Impact:** The franchise will authorize Republic Services of Texas, Ltd. to provide waste hauling services to various business throughout the City of Irving.

3. This franchise agreement establishes operational guidelines for dumpster cleanliness, litter control, limits service times near residential areas, requests coordination of collection times in school zones and, in general, sets in place some common industry practices.

4. Franchise Agreement is for three (3) years beginning on June 10, 2019 and ending on June 9, 2022. The franchise fee to be assessed is 5% of gross revenues for business generated in servicing dumpsters, roll-off containers, compactor containers, or collecting and hauling in open top trucks on waste collected within the City of Irving.

**Recommendation**

The ordinance be adopted.
Ordinance - First Reading -- Granting a Franchise to S & H Waste Disposal Services, LLC for Solid Waste Collection Services Beginning on June 10, 2019 and Ending on June 9, 2022 Pursuant to Chapter 33 of the Code of Civil and Criminal Ordinances of the City of Irving, Texas

Administrative Comments

1. This item has been recommended by Solid Waste Services.

2. **Impact:** The franchise will authorize S & H Waste Disposal Services, LLC to provide waste hauling services to various business throughout the City of Irving.

3. This franchise agreement establishes operational guidelines for dumpster cleanliness, litter control, limits service times near residential areas, requests coordination of collection times in school zones and, in general, sets in place some common industry practices.

4. Franchise Agreement is for three (3) years beginning on June 10, 2019 and ending on June 9, 2022. The franchise fee to be assessed is 5% of gross revenues for business generated in servicing dumpsters, roll-off containers, compactor containers, or collecting and hauling in open top trucks on waste collected within the City of Irving.

Recommendation

The ordinance be adopted.

---

Ordinance - First Reading -- Granting a Franchise to Waste Connections Lone Star, Inc. dba Waste Connections of TX for Solid Waste Collection Services Beginning on June 10, 2019 and Ending on June 9, 2022 Pursuant to Chapter 33 of the Code of Civil and Criminal Ordinances of the City of Irving, Texas

Administrative Comments

1. This item has been recommended by Solid Waste Services.

2. **Impact:** The franchise will authorize Waste Connections Lone Star, Inc., dba Waste Connections of TX to provide waste hauling services to various business throughout the City of Irving.

3. This franchise agreement establishes operational guidelines for dumpster cleanliness, litter control, limits service times near residential areas, requests coordination of collection times in school zones and, in general, sets in place some common industry practices.

4. Franchise Agreement is for three (3) years beginning on June 10, 2019 and ending
on June 9, 2022. The franchise fee to be assessed is 5% of gross revenues for business generated in servicing dumpsters, roll-off containers, compactor containers, or collecting and hauling in open top trucks on waste collected within the City of Irving.

**Recommendation**
The ordinance be adopted.

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**Ordinance - First Reading -- Granting a Franchise to Waste Management of Texas, Inc., for Solid Waste Collection Services Beginning on June 10, 2019 and Ending on June 9, 2022 Pursuant to Chapter 33 of the Code of Civil and Criminal Ordinances of the City of Irving, Texas**

**Administrative Comments**
1. This item has been recommended by Solid Waste Services.
2. **Impact:** The franchise will authorize Waste Management of Texas, Inc. to provide waste hauling services to various business throughout the City of Irving.
3. This franchise agreement establishes operational guidelines for dumpster cleanliness, litter control, limits service times near residential areas, requests coordination of collection times in school zones and, in general, sets in place some common industry practices.
4. Franchise Agreement is for three (3) years beginning on June 10, 2019 and ending on June 9, 2022. The franchise fee to be assessed is 5% of gross revenues for business generated in servicing dumpsters, roll-off containers, compactor containers, or collecting and hauling in open top trucks on waste collected within the City of Irving.

**Recommendation**
The ordinance be adopted.
34 Ordinance - Zoning Case #ZC15-0085 - Considering a Zoning Change from PUD (Planned Unit Development) District for FWY (Freeway) Uses TO PUD (Planned Unit Development) for S-P-1 (R-AB) (Site Plan for Restaurant with the Attendant Accessory Use of the Sale of Alcoholic Beverages for On-Premises Consumption) Uses - Approximately 1,814 Sq. Ft. Located at 901 West Royal Lane, Suite 120 - Fusion Concepts, Applicant - City One Properties, LLC, Owner.

Administrative Comments

1. The Planning and Zoning Commission Hearing Date and Recommendation: June 3, 2019 – Favorable 7-0 (Commissioners Zeske and Richards, absent).

2. The 2017 Imagine Irving Comprehensive Plan Future Land Use Map recommends Business Corridor District uses for this property. The Business Corridor District is a flexible use district for retail, office and commercial uses. Predominantly mid-rise with a mix of surface and structured parking. The proposed zoning change is in conformance with the Comprehensive Plan.

3. The applicant is requesting rezoning to allow an existing Southern Spice restaurant the attendant accessory use of the sale of alcoholic beverages for on-premises consumption.

4. The subject property is a lease space in a multi-tenant retail building. The restaurant is 1,814 square feet in area with a total of 24 seats. Parking is being provided within the surface parking lot and is calculated at 1 space per 2.5 seats.

5. The proposed request meets all the requirements of the R-AB zoning regulations.

6. A total of 11 public notices were mailed. Staff has not received any responses in support or in opposition to this request.

7. This item supports Strategic Objective 3.5 – Effectively plan and manage land use.

Recommendation

The ordinance be adopted per the recommendation of the Planning and Zoning Commission.
Ordinance - Zoning Case #ZC19-0007 - Considering a Zoning Change from R-6 (Single Family) District Uses to S-P-2 (Generalized Site Plan) District for R-6 (Single Family) District Uses - Approximately 0.16 Acres Located at 434 W. Scotland Drive - Karen Trejo and Cipriano Nino, Applicants/Owners

Administrative Comments

1. The Planning and Zoning Commission Hearing Date and Recommendation: June 3, 2019 – Favorable 7-0 (Commissioners Zeske and Richards, absent), subject to adding notes to the site plan stipulating that (1) the cover will have a gutter system to direct the run-off away from the adjacent property, and (2) that the cover will be constructed with the same materials to match the roof of the house. The stipulations of the Planning and Zoning Commission have been met.

2. The 2017 Imagine Irving Comprehensive Plan Future Land Use Map recommends Residential Neighborhood uses for this property. The Residential Neighborhood land use category is described as “Predominantly single-family detached homes or duplexes with some mix of non-residential uses, particularly in-home businesses.” The proposed zoning change is in conformance with the Comprehensive Plan.

3. The applicants are requesting to rezone the property to maintain an existing accessory structure and to construct a cover connecting the house to the existing accessory structure. No permits could be found for the existing accessory structure; however, aerial photos show the structure has existed since at least 1994. The current owners purchased the property in 2006.

4. The applicants constructed an addition to the house and now wish to construct a cover between the house and the existing accessory structure.

<table>
<thead>
<tr>
<th></th>
<th>Required</th>
<th>Provided</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Side yard setback</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cover connected to primary structure</td>
<td>5 ft.</td>
<td>3 ft.</td>
</tr>
<tr>
<td>Accessory structure</td>
<td>5 ft.</td>
<td>1.1 ft.</td>
</tr>
<tr>
<td><strong>Rear yard setback</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cover connected to primary structure</td>
<td>20 ft.</td>
<td>Complies</td>
</tr>
<tr>
<td>Accessory structure</td>
<td>20 ft.</td>
<td>14.5 ft.</td>
</tr>
<tr>
<td><strong>Size of structure</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cover connected to primary structure</td>
<td>10-ft. X 19-ft.</td>
<td></td>
</tr>
<tr>
<td>Accessory structure</td>
<td></td>
<td>Complies</td>
</tr>
</tbody>
</table>

5. The proposed site plan shows cover connected to the house and existing accessory structure 3-feet from the side property line. It also notes a 1.1-foot side yard setback and a 14.5-foot rear yard setback for the existing accessory structure. Building code regulations require the accessory structure to install a 1-hour wall for the wall adjacent to the west property line prior to the issuance of a permit for the
proposed cover. The site plan notes a 1-hour wall to be installed on west wall of existing accessory structure prior to issuance of a building permit for the proposed cover.

6. A total of 40 public notices were mailed. Staff has received two (2) letters in support and one (1) letter in opposition. The opposition represents 4.82% of the land within 200 feet of the subject property. Since this is less than 20%, per state law a ¾ vote is not required for approval.

7. Staff cannot support this request with the existing carport and accessory structure at this location on the site, since a covered patio area which meets the required setbacks could be constructed elsewhere on the site.

8. This items supports Strategic Objective 3.5 – Effectively plan and manage land use.

**Recommendation**

The ordinance be denied.

36 Ordinance - Zoning Case #ZC19-0027 - Considering a Zoning Change from ML-20 (Light Industrial) District Uses to R-6 (Single Family) District Uses - Approximately 0.938 Acres Located at 4110 Jackson Street - Shantae Haymer and Shannon Beasley, Applicants/Owners

**Administrative Comments**

1. The Planning and Zoning Commission Hearing Date and Recommendation: June 3, 2019 – Favorable 7-0 (Commissioners Zeske and Richards, absent).

2. The 2017 Imagine Irving Comprehensive Plan Future Land Use Map recommends Residential Neighborhood uses for the property. This land use category is for a “Predominantly single-family detached homes or duplexes with some mix of non-residential uses, particularly in-home businesses. Net units per acre: 5-20.” This request is in conformance with the plan.

3. The property is currently developed with a single story residence. The applicant is requesting a zoning change to allow the existing home to be demolished and replaced with a new single family residence.

4. The property was rezoned to ML-20 in 1970 as part of an area-wide City-initiated rezoning. Since that time, many properties in this area have been developed with commercial uses; however, this property and the adjacent property to the east have remained residential. The West Irving TRE rail station is approximately 800 feet to the west, with the parking lot at 400 feet. The land uses in the area existed before the development of the station.
5. In the 2017 Imagine Irving Comprehensive Plan, this item was designated "Residential Neighborhood" to reflect the ongoing use of the property.

6. All requirements of the R-6 District regulations will be met.

7. A total of 17 public notices were mailed. Staff received no responses in support and 3 responses in opposition to this request. The opposition represents 36.29% of the land within 200 feet of the subject property. Since this is greater than 20%, a ¾ vote is required for approval.

8. Since the proposed use will be in conformance with the future land use map and will result in the construction of a new single family home, staff can support this request.

9. This item supports Strategic Objective 3.5 – Effectively plan and manage land use.

**Recommendation**

The ordinance be adopted per the recommendation of the Planning and Zoning Commission.

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**Administrative Comments**

1. The Planning and Zoning Commission Hearing Date and Recommendation: June 3, 2019 – Favorable 7-0 (Commissioners Zeske and Richards, absent).

2. The applicant is requesting to rezone the property in order to build 16 new single family detached homes which will meet the R-6 (Single Family) district regulations, with exceptions to the lot area for two lots and lot depth for four lots.

3. The Comprehensive Plan recommends Residential Neighborhood uses for this property. The Residential Neighborhood land use category is described as being "Predominantly single family detached homes or duplexes with some mix of non-residential uses, particularly in-home businesses." The net units per acre is recommended to be between five (5) and twenty (20) units. The density of the proposed project is approximately six (6) units per acre. The request is in conformance with the Comprehensive Plan.

4. The Comprehensive Plan also includes recommendations regarding redevelopment of existing neighborhoods and infill housing such as:
a. The vision for Irving suggests that much of the new growth will occur in the form of infill development, which is the addition of new or rehabilitated buildings into existing urban areas;

b. Increase the number of well-designed and affordable housing types that respond to residents’ preferences and incomes. This should include smaller lot single-family homes such as cottage and courtyard homes;

c. Provide for a variety of single family residential types and densities; and

d. Create and adopt new zoning districts that permit cottage housing, townhomes, and other small lot (compact) housing types by right.

5. A zoning case for this property was previously heard by the City Council on September 21, 2017. At that time the applicant was proposing 18 lots. The Council asked for an exhibit showing the lot layout due to questions of storm water detention and drainage. Since this required an engineer’s analysis, the case was withdrawn after a second postponement. The engineer’s report has been completed, and it shows that detention areas adjacent to Story Road are required; therefore, a maximum of 16 residential lots can be built.

6. A second zoning case for this property was heard by the City Council on September 6, 2018. The applicant requested R-ZLa zoning and 16 lots on the proposed cul-de-sac. A lot layout was provided as an exhibit, but since the development did not require any variances, a site plan was not required. The case received 15.21% property owner opposition, and there were two speakers in opposition at the City Council hearing. A motion to approve the case was made, but failed with a 4-5 vote.

7. The site plan shows that 12 of the 16 residential lots meet the R-6 requirements. The remaining four lots need exceptions to the lot depth and area requirements due to their location on the cul-de-sac.

<table>
<thead>
<tr>
<th>Minimum Depth</th>
<th>Required R-6 Standard</th>
<th>Requested</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lots 7, 8, 9, and 10</td>
<td>100 ft.</td>
<td>90 ft.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(Exception Required)</td>
</tr>
<tr>
<td>Minimum Area</td>
<td>6,000 sq. ft.</td>
<td>5,024 sq. ft.</td>
</tr>
<tr>
<td>Lots 7 and 10</td>
<td></td>
<td>(Exception Required)</td>
</tr>
</tbody>
</table>

8. A Homeowner’s Association will be required to maintain the two detention area/open space lots. These areas must be shown as separate lots on the plat.

9. The proposed lots are in character with the developed residential lots to the north, east and west, and the proposed development provides a good opportunity for infill development. Of the proposed lots, 14 meet all of the area requirements of the R-6 district (6000 sq. ft.), and the requested exceptions are only due to the required size of a residential cul-de-sac. The proposed development complies with all other
development requirements for a single family neighborhood, and complies with the goals and strategies of the 2017 Imagine Irving Comprehensive Plan.

10. Property owners on Strawberry Circle have concerns about drainage and easements. The proposed lot layout has been designed by an engineer, and reviewed by City engineers. A plat will still be necessary, prepared by the engineer and approved by City engineers. Staff believes the issues on the opposition notice have been addressed. Additionally, Strawberry Circle, as well as the other surrounding residential development, were originally two-acre lots that were subdivided into R-7.5 lots.

11. A total of 49 public notices were mailed. Staff received no responses in support and three (3) responses in opposition. The opposition represents 6.47% of the land within 200 feet of the subject property. Since this is less than 20%, a ¾ vote is not required for approval.

12. This item supports Strategic Objective 3.5 – Effectively plan and manage land use.

**Recommendation**

The ordinance be adopted per the recommendation of the Planning and Zoning Commission.

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**38 Ordinance - Zoning Case #ZC19-0029 - Considering a Comprehensive Plan Amendment from “Commercial Corridor” Uses to “Residential Neighborhood” Uses, and Consideration of a Zoning Change from R-6 (Single Family) District Uses to S-P-2 (Generalized Site Plan) for R-6 (Single Family) District Uses - Approximately 13,200 Square Feet Located at 2424 E Shady Grove Road - Jackie Brown, Applicant/Owner**

**Administrative Comments**

1. The Planning and Zoning Commission Hearing Date and Recommendation: June 3, 2019 – Favorable 7-0 (Commissioners Zeske and Richards, absent).

2. The owner is requesting a Comprehensive Plan amendment and a zoning change to allow exceptions to the maximum square footage and materials for an existing detached accessory building.

3. **Comprehensive Plan Amendment:**
   
   The Comprehensive Plan currently designates this area for Commercial Corridor uses.

   The Commercial Corridor category is described as an auto-oriented district for retail, office and commercial uses, with parking in front and with buildings set back
from the street.

The *Residential Neighborhood* category is described as being predominantly single-family detached homes or duplexes with some mix of non-residential uses, particularly in-home businesses.

a. The property fronts Shady Grove Rd., a Minor Arterial on the City's Thoroughfare Plan. While single family uses typically do not front arterial streets, other homes front the street on the north and south sides, therefore the single family home is consistent with the current uses.

b. The 2017 Imagine Irving Comprehensive Plan states that, if an area that is designated and/or developed as non-residential desires to transition to a residential use, the City of Irving should require the following:

- The area is physically appropriate (i.e., size, shape, etc.) for residential use.
- The area is adjacent to a residential neighborhood shown on the generalized Future Land Use Map and is not separated from the neighborhood by a major thoroughfare (or larger), or the residential use is a part of a mixed-use development.
- The rezoning will not result in a shortage of land designated for non-residential development.
- The rezoning does not leave a residual tract of non-residentially zoned property that does not conform to the generalized Future Land Use Map, or that negatively affects the proposed residential use.
- The rezoning provides for an appropriate transition between residential and non-residential uses through separation by distance, screening, or land use, if integration of residential and non-residential land uses into a mixed use environment is not achievable.

Since the property is already zoned and used for single family uses and abuts two residential lots to the west, staff believes a Comprehensive Plan Amendment is appropriate.

4. Exception Requests for Accessory Building:
   a. In January 2017, the applicant’s neighbor to the west applied for a rezoning for S-P-2 (Generalized Site Plan) for R-6 (Single Family) District uses. The request was also to allow exceptions for a large, metal accessory building. The building had been constructed to replace an older building that was removed and the owner did not realize that a building permit was required. The owner self-reported the issue to the City after realizing a permit was needed and was told that she could apply for a rezoning to request the necessary exceptions. The rezoning was approved by the City Council on October 12, 2017. The owner informed her brother, who owns the adjacent
subject property, told him that he should also apply for a rezoning for his accessory building to bring it into compliance.

b. The owner of the subject property built a home on the property in 1986. The accessory building was erected many years ago and was done without a permit. His family also owns the business that operates on the adjacent property just to the south.

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Existing/Request</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maximum size of accessory building</td>
<td>Max. Size of Accessory Building</td>
</tr>
<tr>
<td>Section 52-40(f) of the Zoning Ordinance states, “The footprint of any detached accessory building in an &quot;R&quot; district other than a detached garage shall not exceed a maximum of twenty-five (25) percent of the footprint of the main building or two hundred fifty (250) square feet, whichever is greater.”</td>
<td>1,700 sq. ft. Exceeds allowable by 1,175 sq. ft. (Exception Required)</td>
</tr>
<tr>
<td>Main structure = 2,100 sq. ft.</td>
<td></td>
</tr>
<tr>
<td>25% = 525 sq. ft.</td>
<td></td>
</tr>
<tr>
<td>Building Material</td>
<td></td>
</tr>
<tr>
<td>Section 52-43(i) states that, “Any detached accessory building of one hundred fifty (150) square feet or larger in an &quot;R&quot; district shall be constructed with commonly-used residential building materials that constitute a finished, weather-proof exterior in accordance with the building code including, but not limited to, masonry, veneer, stucco, durable all-weather stone, and wood, vinyl or cementitious siding, but specifically excluding any type or metal exterior.”</td>
<td>Metal panel siding (Existing) (Exception Required)</td>
</tr>
</tbody>
</table>

5. The owner has added a note to the site plan stipulating that the accessory building shall be keyed to match the house and cannot be used for temporary or permanent dwelling purposes. A note has also been added specifying that the accessory building may not have a separate utility meter of any type.

6. A total of 16 public notices were mailed. Staff has received three (3) responses in support and none in opposition to this request.

7. Generally speaking, staff would not support the approval of such a large metal accessory building on a residential lot. However, since the Council approved a similar case on the adjacent property in late 2017, and since all the surrounding land (including the commercial property) is under the same family ownership, staff can support this request.
8. This item supports Strategic Objective 3.5 – Effectively plan and manage land use.

**Recommendation**

The ordinance be adopted per the recommendation of the Planning and Zoning Commission.

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**Ordinance - Zoning Case #ZC19-0034 - Considering a Zoning Change from R-6 (Single Family) District Uses to S-P-2 (Generalized Site Plan) for R-6 (Single Family) District Uses - Approximately 9,581 Square Feet Located at 3006 New Haven Street - Kenneth Thompson, Applicant/Owner**

**Administrative Comments**

1. The Planning and Zoning Commission Hearing Date and Recommendation: June 3, 2019 – Favorable 7-0 (Commissioners Zeske and Richards, absent).

2. The 2017 Imagine Irving Comprehensive Plan Future Land Use Map recommends *Residential Neighborhood* uses for this property. The *Residential Neighborhood* land use category is described as “Predominantly single-family detached homes or duplexes with some mix of non-residential uses, particularly in-home businesses.” The proposed zoning change is in conformance with the Comprehensive Plan.

3. The owner is requesting a zoning change to allow exceptions to the maximum square footage for a proposed detached accessory building.

4. The owner recently applied for a building permit for a detached accessory building to be placed in their rear yard for storage. Upon reviewing the plans, the applicant was informed that the size of the building exceeded maximum allowable square footage and would be required to apply for a zoning change to request a variance.
<table>
<thead>
<tr>
<th>Requirement</th>
<th>Proposed Building</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Max. Size</strong></td>
<td>Section 52-40 (f) of the Zoning Ordinance states, “The footprint of any detached accessory building in an &quot;R&quot; district other than a detached garage shall not exceed a maximum of twenty-five (25) percent of the footprint of the main building or two hundred fifty (250) square feet, whichever is greater.” Main structure = 1,068 sq. ft. 25% = 267 sq. ft. accessory</td>
</tr>
<tr>
<td></td>
<td>336 sq. ft. Exceed maximum by 69 sq. ft. (Exception Required)</td>
</tr>
<tr>
<td><strong>Max. Height</strong></td>
<td>15’ (with existing 10’ setback)</td>
</tr>
<tr>
<td></td>
<td>12’9” Complies</td>
</tr>
<tr>
<td><strong>Building Materials</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Smart panel siding with a metal roof Complies</td>
</tr>
<tr>
<td><strong>Use</strong></td>
<td>Storage</td>
</tr>
<tr>
<td></td>
<td>Storage</td>
</tr>
<tr>
<td><strong>Other requirements for accessory structures in an R-6 District</strong></td>
<td>Complies</td>
</tr>
</tbody>
</table>

5. The owner has added a note to the site plan stipulating that the accessory building shall be keyed to match the house and cannot be used for temporary or permanent dwelling purposes. A note has also been added specifying that the accessory building may not have a separate utility meter of any type.

6. A total of 23 public notices were mailed. Staff has received 1 response in support and none in opposition to this request.

7. Given the small size of the house on a regulation R-6 lot, the relatively small variance to the size of the accessory building, and the distance from adjacent residential properties, staff can support this request.

8. This item supports Strategic Objective 3.5 – Effectively plan and manage land use.

**Recommendation**

The ordinance be adopted per the recommendation of the Planning and Zoning Commission.
Ordinance - Zoning Case #ZC19-0036 - Considering a Zoning Change from S-P-2 (Site Plan) District for FWY (Freeway) District Uses and from S-P-1 (R-AB) Detailed Site Plan for Restaurant with the Attendant Accessory Use of the Sale of Alcoholic Beverages for On-Premises Consumption Uses to FWY (Freeway) District Uses - Approximately 6.85 Acres Located at the Northeast Corner of Highpoint Drive and Meridian Drive - Stantec, Applicant - Blue Star Land, LP; McKinney Corners, Owner

Administrative Comments

1. The Planning and Zoning Commissioner Hearing Date and Recommendation: June 3, 2019 – Favorable 7-0 (Commissioners Zeske and Richards, absent).

2. The 2017 Imagine Irving Comprehensive Plan Future Land Use Map recommends Neighborhood Commercial uses for this property. The Neighborhood Commercial land use category is described as “Mixed-use commercial areas along major corridors with opportunities for residential and commercial infill and reinvestment.” The proposed zoning change is in conformance with the Comprehensive Plan.

3. On September 6, 2001, City Council passed Ordinance No. 7887 rezoning the northern portion of this property to S-P-2 (Generalized Site Plan) for FWY (Freeway) to develop the property with a hotel and restaurants. On November 6, 2008, City Council passed Ordinance No. 2008-9014 rezoning the southern portion of the property to S-P-1 (Detailed Site Plan) for Hotel and R-AB (Restaurant with the attendant accessory use of the sale of alcoholic beverages for on-premises consumption) to develop the property with a hotel. The property is currently vacant and was never developed with any of the uses as proposed on the approved site plans.

4. The property owner is now wishing to develop the property as a commercial mixed use development which will meet the FWY (Freeway) district requirements as well as the State Highway 161 Overlay district requirements. To do so, the applicant is requesting that the entire property be under the same zoning classification.

5. No variances to the FWY (Freeway) or the State Highway 161 Overlay requirements are being requested.

6. A total of eight (8) public notices were mailed. Staff has not received any responses in support or opposition to this case.

7. Since this request is for a commercial mixed use development which complies with the City’s recommended land use for this area, staff can support this request.

8. This item supports Strategic Objective 3.5 – Effectively plan and manage land use.

Recommendation

The ordinance be adopted per the recommendation of the Planning and Zoning Commission.
Ordinance - Zoning Case #ZC19-0037 - Considering a Zoning Change from S-P-2 (Site Plan) District for FWY (Freeway) District Uses to FWY (Freeway) District - Approximately 3.67 Acres Located at 1300 Meridian Drive - Stantec, Applicant - Blue Star Land, LP; McKinney Corners, Owner

Administrative Comments

1. The Planning and Zoning Commission Hearing Date and Recommendation: June 3, 2019 – Favorable 7-0 (Commissioners Zeske and Richards, absent).

2. The 2017 Imagine Irving Comprehensive Plan Future Land Use Map recommends Neighborhood Commercial uses for this property. The Neighborhood Commercial land use category is described as “Mixed-use commercial areas along major corridors with opportunities for residential and commercial infill and reinvestment.” The proposed zoning change is in conformance with the Comprehensive Plan.

3. On June 21, 1984, City Council passed Ordinance No. 4446 rezoning this property to S-P-2 (Generalized Site Plan) for FWY (Freeway) to develop the property with mixed commercial uses. The property is currently vacant and has never been developed.

4. The property owner is now wishing to develop the property as a commercial mixed use development which will meet the FWY (Freeway) district requirements as well as the State Highway 161 Overlay district requirements.

5. No variances to the FWY (Freeway) or the State Highway 161 Overlay requirements are being requested.

6. A total of nine (9) public notices were mailed. Staff has not received any responses in support or in opposition to this request.

7. Since this request is primary for the same underlying zoning of the site plan zoning for a commercial mixed use development which complies with the city’s recommended land use for this area, staff can support this request.

8. This item supports Strategic Objective 3.5 – Effectively plan and manage land use.

Recommendation

The ordinance be adopted per the recommendation of the Planning and Zoning Commission.
APPOINTMENTS AND REPORTS

42 Resolution - Appointments to the Irving Flood Control District Section I and Irving Flood Control District Section III to Unexpired Terms

Administrative Comments

1. This item is recommended by the City Secretary’s Office.

2. **Impact:** Appointment of Irving residents or qualified members to boards and commissions assures that our residents have a voice in city government.

3. The positions under consideration include one appointment to Irving Flood Control District, Section I (IFCD I) and one appointment to Irving Flood Control District, Section III (IFCD III).

**Recommendation**

The resolution be approved.

43 Mayor's Report

Adjournment
AGENDA ITEM SUMMARY – PUBLIC INPUT HEARING

Meeting: 6/20/2019  
DOC ID: 10145

Recommending Department: Financial Services

Public Hearing -- Public Hearing #2 on the 2019-20 City of Irving Fiscal Year Budget

DISCUSSION:

Administrative Comments
1. This item is recommended by the Financial Services Department.
2. In accordance with Fiscal Year 2019-20 Budget Calendar, public hearings have been scheduled for June 6, 2019 and June 20, 2019 City Council meetings.
3. Notice of the public hearings have been published in the City Spectrum and on the City’s website.
4. Public comments can also be submitted through the city website.

Recommendation
Input be taken under advisement.

ATTACHMENTS:

REVISION INFORMATION:

Prepared: 4/26/2019 03:33 PM by Anita Gomez
Last Updated: 5/14/2019 01:30 PM by Anita Gomez
The Irving City Council met in work session on June 5, 2019 at approximately 1:00 p.m. The following members were present/absent:

<table>
<thead>
<tr>
<th>Attendee Name</th>
<th>Organization</th>
<th>Title</th>
<th>Status</th>
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<td>Mayor Rick Stopfer</td>
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<td>John C. Danish</td>
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**DISCUSSION TOPIC**

1. **City Operations Update**
   
   There was no city operations update at this meeting.

2. **Review of Regular Agenda**

   **CONSENT AGENDA**

   7 Ordinance -- Amending Ordinance No. 2018-10104 Providing Budget Adjustment #6 to the 2018-19 Fiscal Year Budget

   Bret Starr, Finance Director, outlined the proposed budget amendments.

   8 Resolution -- Denying Oncor Electric Delivery Company LLC's Application for Approval of a Distribution Cost Recovery Factor to Increase Distribution Rates

   Jon Weist, Legislative Officer, described the process to deny Oncor's application for a rate increase.

   13 Resolution -- Authorizing Preliminary Action for the City of Irving, Texas General Obligation Refunding and Improvement Bonds, Series 2019 and Tax Note, Series 2019 in the Estimated Amount of $51,000,000 and $1,600,000 Respectively

   Jeff Litchfield, Chief Financial Officer, presented items 13-15 related to authorizing preliminary action for the 2019 bond sales.

   14 Resolution -- Authorizing Preliminary Action for the City of Irving, Texas Waterworks and Sewer System New Lien Revenue Refunding and Improvement Bonds, Series 2019 in the Estimated Amount of $26,100,000
15 Resolution -- Authorizing Preliminary Action for the City of Irving, Texas Hotel Occupancy Tax Revenue Refunding Bonds, Series 2019 in the Estimated Amount of $38,000,000

53 Ordinance -- Authorizing the Dedication of a Lien on the Georgia Farrow Recreation Center to Secure the City’s Repayment Obligations on Its Section 108 Loan Agreement with the U.S. Department of Housing and Urban Development; and Enacting Other Provisions Incident and Relating to the Subject.

Kuruvilla Oommen, City Attorney, clarified the lien process as part of the Georgia Farrow Recreation Center improvement project and the Section 108 loan agreement with the U.S. Department of Housing and Urban Development.

ZONING CASES AND COMPANION ITEMS

55 Ordinance -- Zoning Case #ZC18-0090 - Comprehensive Plan Amendment Changing the Recommended Land Use from "Business District" to "Commercial Corridor", and Granting C-OU-2 (Commercial Outdoor) District - Approximately 0.92 Acres Located at 2334 Penn Street - Yana Gladtskova, Applicant/Owner (Postponed from April 4, 2019)

Ken Bloom, Urban Development Manager, noted the applicant has requested this item by postponed to August 1, 2019.

56 Ordinance -- Zoning Case #ZC19-0012 - Granting S-P-1 (Detailed Site Plan) District for R-AB (Restaurant with the Attendant Accessory Use of the Sale of Alcoholic Beverages for On-Premises Consumption) Uses - Approximately 2.62 Acres Locate at 3215 Regent Boulevard - Cross Engineering Consultants, Applicant - Front Burner Restaurants, L.P., Owner

Ken Bloom, Urban Development Manager, presented the applicant’s request, noting staff recommends approval per the recommendation of the Planning and Zoning Commission.

57 Ordinance -- Zoning Case #ZC19-0019 - Granting S-P-2 (Generalized Site Plan) District for R-6 (Single Family) Uses - Approximately 0.3 Acres Located at 2805 W. 18Th Street - JDDR Engineers and Consultants, Inc., Applicant - ZKB Properties, Owner

Ken Bloom, Urban Development Manager, presented the applicant’s request, noting staff recommends approval per the recommendation of the Planning and Zoning Commission.

58 Ordinance -- Zoning Case #ZC19-0020 - Granting S-P-1 (Detailed Site Plan) District for R-AB (Restaurant with the Attendant Accessory Use of the Sale of Alcoholic Beverages for On-Premises Consumption) Uses - Approximately 0.0471 Acres Located at 3311 Regent Boulevard - Burgerim C/O Salvam Properties, Applicant - Mori’s Engineering, Owner
Ken Bloom, Urban Development Manager, presented the applicant’s request, noting staff recommends approval per the recommendation of the Planning and Zoning Commission.

59 Ordinance -- Zoning Case #ZC19-0022 - Granting S-P-2 (Generalized Site Plan) District for C-OU-2 (Commercial Outdoor) Uses - Approximately 2.14 Acres Located at 2200 Carl Road - Claymoore Engineering, Applicant - Clay E. Cooley, Owner

Ken Bloom, Urban Development Manager, presented the applicant’s request, noting staff recommends approval per the recommendation of the Planning and Zoning Commission.

60 Ordinance -- Zoning Case #ZC19-0031 - Granting HCD-CMU (Heritage Crossing District - Corridor Mixed Use Subdistrict) Uses - Approximately 1.79 Acres Located at 300 S. O'Connor Road - Robert S. Romano, Applicant/Owner

Ken Bloom, Urban Development Manager, presented the applicant’s request, noting staff recommends approval; the recommendation of the Planning and Zoning Commission. Staff has not received any responses in support and has received 12 responses in opposition to this request. The opposition represents 54.61% of the land within 200 feet of the subject property. Since this is more than 20%, a ¾ vote is required for approval.

61 Ordinance -- Zoning Case #ZC19-0033 - Granting S-P-1 (Detailed Site Plan) District for R-AB (Restaurant with the Attendant Accessory Use of the Sale of Alcoholic Beverages for On-Premises Consumption), Theater and General Event Uses with a Variance to the Distance Separation Requirements from a Church - Approximately 0.3994 Located at 222 E. Irving Boulevard - Mainstage Irving, Applicant - City of Irving, Owner

Ken Bloom, Urban Development Manager, presented the applicant’s request, noting staff recommends approval per the recommendation of the Planning and Zoning Commission.

3 Capital Improvement Program Five-Year Plan

Pat Lamers, Assistant Director of Capital Improvement Program, outlined the Capital Improvement Program Five-Year Plan.

4 Tax Increment Reinvestment Zone (TIF) No. 1 Project and Financing Plan

Jeff Litchfield, Chief Financial Officer, presented the Tax Increment Reinvestment Zone (TIF) No. 1 Project and Financing Plan.
Vehicle and Equipment Replacement Fund (VERF)

Jeff Litchfield, Chief Financial Officer, described the Vehicle and Equipment Replacement Fund (VERF) and how the city uses lease purchase agreements to stabilize the fund.

EXECUTIVE SESSION

Council recessed at approximately 1:55 p.m.

Council reconvened at approximately 2:04 p.m.

Council convened into executive session pursuant to Section 551.071 and Section 551. 072 of the Texas Local Government Code at approximately 2:04 p.m.

Real Estate Negotiations - Entertainment Center
Open Meetings Act § 551.072

Legal Advice - City of Irving V. the Hanover Insurance Company, Et Al.
Open Meetings Act § 551.071

Council reconvened from executive session at approximately 3:09 p.m.

Council adjourned the meeting at 3:10 p.m.

___________________________
Richard H. Stopfer, Mayor

ATTEST:

___________________________
Shanae Jennings, TRMC
City Secretary
The City Council met in regular session in the Council Chambers of the City Hall Complex on Thursday, June 6, 2019 at approximately 7:00 p.m. The following members were present / absent:

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**ORGANIZATIONAL SERVICE ANNOUNCEMENTS**

There was no organizational service announcement at tonight’s meeting.

**INVOCATION**

The invocation was delivered by Rev. Deborah R. Jones, First Christian Church, Irving, Texas.

**PLEDGE OF ALLEGIANCE**

The pledge of allegiance was led by Councilman Palmer.

**PROCLAMATIONS**

Mayor Stopfer asked Jennifer Bozorgnia, the Teen Court Coordinator, and Wayne Lambert, Court Services Director, to present the Jean Griffith Award to Morgan Andruulis.

**CITIZENS’ FORUM**

Citizens are invited to speak for three (3) minutes on matters relating to City government and on items not listed on the regular agenda.

Loren Byers, 918 E. Tanglewood, Irving, TX – Mr. Byers spoke regarding short term rentals.
Karen Boozer, 2000 Onetta, Irving, TX – Ms. Boozer spoke regarding the request for establishing regulations against hostels.

Ken Boozer, 2000 Onetta, Irving, TX – Mr. Boozer spoke regarding the request for establishing regulations against hostels.

Glenn Theriot, 2821 Cheyenne, Irving, TX – Mr. Theriot spoke regarding 720 N. Main Street, which is the operation of a chemical asphalt/cement plant across the street from him and in a school zone.

Mustafa Biviji, 2107 Wilesta Dr., Irving, TX – Mr. Biviji spoke regarding zoning enforcement of hostels. He does not have an issue with hostels specifically; he does have an issue with hostels needing to be in appropriately zoned locations.

Mary Felini, 545 Via Amalfi #403, Irving, TX – Ms. Felini spoke regarding short term rentals and the enforcement of hostels.

Jacqualea Cooley, 511 Campbell Ct., Irving, TX – Ms. Cooley spoke regarding the request for establishing regulations against hostels.

Andrew Goldsmith, 3000 Wingren Rd., Irving, TX – Mr. Goldsmith thanked General Zapanta and all veterans for their service, thanked Councilman Ward and other council members for cleaning up dog parks, and thanked Joe Moses for clarifying the Master Park plan. Mr. Goldsmith spoke regarding the high costs of the mini-mansions being built behind Senter Park.

Debra Fournerat, 2113 Wilesta Dr., Irving, TX – Ms. Fournerat requested the ban or regulation of hostels and short term rentals in residentially zoned neighborhoods.

Roy Getting, 2208 Rita Court, Irving, TX – Mr. Getting spoke regarding short term rentals and how some of them are legitimately good, and if they aren’t they will be shut down.

Bobby Joe Raper, 633 W Airway Circle, Irving, TX – Mr. Raper requested clarification on one-day rentals in single family zoned areas and encouraged council to not allow the one day rentals.

Emma West, 3639 W. Northgate #152, Irving, TX – Ms. West spoke regarding her request for more senior assistance and help.

Gary Smith, 603 S. Delaware, Irving, TX – Mr. Smith spoke regarding code enforcement and regulations on hostel houses.

Craig Laird, 1607 Live Oak Dr., Irving, TX – Mr. Laird spoke regarding ceasing the operations of a commercial business in a residentially zoned area.
Nick Gleicher, 2101 Wilesta Dr., Irving, TX – Mr. Gleicher spoke regarding the hostel located at 2102 Wilesta Dr. and wants it to be stopped.

CITY COUNCIL AGENDA

1 City Operations Update
There was no Operations Update at tonight’s meeting.

2 Public Hearing -- Public Hearing #1 on the 2019-20 City of Irving Fiscal Year Budget
Mayor Stopfer opened the public hearing at approximately 8:00 p.m.
Sharon Barbosa Crain, 2608 Alan-a-Dale, Irving, TX
Mayor Stopfer closed the public hearing at approximately 8:03 p.m.
No other action is required on this item at tonight’s meeting.

CONSENT AGENDA

Motioned by Councilman Danish, seconded by Councilman Ward to approve consent agenda items 3-54.
Motion approved 9-0.

3 Approving Minutes for Wednesday, May 01, 2019

RESULT: ACCEPTED [UNANIMOUS]
MOVER: John C. Danish, Councilman
SECONDER: J. Oscar Ward, Councilman
AYES: Stopfer, Danish, Meagher, Webb, Riddle, Ward, Zapanta, Taylor, Palmer
4 Approving Minutes for Thursday, May 02, 2019

RESULT: ACCEPTED [UNANIMOUS]
MOVER: John C. Danish, Councilman
SECONDER: J. Oscar Ward, Councilman
AYES: Stopfer, Danish, Meagher, Webb, Riddle, Ward, Zapanta, Taylor, Palmer

5 Approving Minutes for Wednesday, May 15, 2019

RESULT: ACCEPTED [UNANIMOUS]
MOVER: John C. Danish, Councilman
SECONDER: J. Oscar Ward, Councilman
AYES: Stopfer, Danish, Meagher, Webb, Riddle, Ward, Zapanta, Taylor, Palmer

6 Approving Minutes for Wednesday, May 15, 2019

RESULT: ACCEPTED [UNANIMOUS]
MOVER: John C. Danish, Councilman
SECONDER: J. Oscar Ward, Councilman
AYES: Stopfer, Danish, Meagher, Webb, Riddle, Ward, Zapanta, Taylor, Palmer

Providing Budget Adjustment #6 to the 2018-19 Fiscal Year Budget

RESULT: ADOPTED [UNANIMOUS]
MOVER: John C. Danish, Councilman
SECONDER: J. Oscar Ward, Councilman
AYES: Stopfer, Danish, Meagher, Webb, Riddle, Ward, Zapanta, Taylor, Palmer
8 Resolution No. RES-2019-181 -- Denying Oncor Electric Delivery Company LLC’s Application for Approval of a Distribution Cost Recovery Factor to Increase Distribution Rates

RESULT: ADOPTED [UNANIMOUS]
MOVER: John C. Danish, Councilman
SECONDER: J. Oscar Ward, Councilman
AYES: Stopfer, Danish, Meagher, Webb, Riddle, Ward, Zapanta, Taylor, Palmer

9 Resolution No. RES-2019-182 -- Approving a Master Services and Purchasing Agreement Between the City of Irving and Axon Enterprises, Inc. in the Total Not-To-Exceed Amount of $4,776,208.22 for TASERs, Body Worn Cameras, In-Car Cameras and Related Equipment, Service and Training, for a Five-Year Term

RESULT: ADOPTED [UNANIMOUS]
MOVER: John C. Danish, Councilman
SECONDER: J. Oscar Ward, Councilman
AYES: Stopfer, Danish, Meagher, Webb, Riddle, Ward, Zapanta, Taylor, Palmer

10 Resolution No. RES-2019-183 -- Approving an Additional Purchase from Comprehensive Communication Services, LLC in the Total Not-To-Exceed Amount of $150,649.59 for the Irving Police Department to Upgrade Communications Capabilities on the Mobile Command Post

RESULT: ADOPTED [UNANIMOUS]
MOVER: John C. Danish, Councilman
SECONDER: J. Oscar Ward, Councilman
AYES: Stopfer, Danish, Meagher, Webb, Riddle, Ward, Zapanta, Taylor, Palmer
11 Resolution No. RES-2019-184 -- Approving a North Central Texas Public Works Mutual Aid Agreement Between the City of Irving and North Central Texas Participating Local Governments to Provide Aid During Emergencies, Disasters, Civil Emergencies, or Public Works Emergencies

RESULT: ADOPTED [UNANIMOUS]
MOVER: John C. Danish, Councilman
SECONDER: J. Oscar Ward, Councilman
AYES: Stopfer, Danish, Meagher, Webb, Riddle, Ward, Zapanta, Taylor, Palmer

12 Resolution No. RES-2019-185 -- Approving the Marco Polo World Foundation's Special Event Permit Application for the 2019 DFW Dragon Boat, Kite and Lantern Festival on June 23, 2019 at 501 East Las Colinas Boulevard

RESULT: ADOPTED [UNANIMOUS]
MOVER: John C. Danish, Councilman
SECONDER: J. Oscar Ward, Councilman
AYES: Stopfer, Danish, Meagher, Webb, Riddle, Ward, Zapanta, Taylor, Palmer

13 Resolution No. RES-2019-186 -- Authorizing Preliminary Action for the City of Irving, Texas General Obligation Refunding and Improvement Bonds, Series 2019 and Tax Note, Series 2019 in the Estimated Amount of $51,000,000 and $1,600,000 Respectively

RESULT: ADOPTED [UNANIMOUS]
MOVER: John C. Danish, Councilman
SECONDER: J. Oscar Ward, Councilman
AYES: Stopfer, Danish, Meagher, Webb, Riddle, Ward, Zapanta, Taylor, Palmer
14 Resolution No. RES-2019-187 -- Authorizing Preliminary Action for the City of Irving, Texas Waterworks and Sewer System New Lien Revenue Refunding and Improvement Bonds, Series 2019 in the Estimated Amount of $26,100,000

RESULT: ADOPTED [UNANIMOUS]
MOVER: John C. Danish, Councilman
SECONDER: J. Oscar Ward, Councilman
AYES: Stopfer, Danish, Meagher, Webb, Riddle, Ward, Zapanta, Taylor, Palmer

15 Resolution No. RES-2019-188 -- Authorizing Preliminary Action for the City of Irving, Texas Hotel Occupancy Tax Revenue Refunding Bonds, Series 2019 in the Estimated Amount of $38,000,000

RESULT: ADOPTED [UNANIMOUS]
MOVER: John C. Danish, Councilman
SECONDER: J. Oscar Ward, Councilman
AYES: Stopfer, Danish, Meagher, Webb, Riddle, Ward, Zapanta, Taylor, Palmer

16 Resolution No. RES-2019-189 -- Approving a Local Project Advance Funding Agreement for Water and Wastewater Main Relocations Between the City of Irving and TXDOT, in the Amount of $14,782,403.20 for the Reconstruction of the Diamond Interchange Along Loop 12 at SH 183 and Along Spur 482 at SH 114 and SH 183 (Aka Diamond Interchange, Phase II)

RESULT: ADOPTED [UNANIMOUS]
MOVER: John C. Danish, Councilman
SECONDER: J. Oscar Ward, Councilman
AYES: Stopfer, Danish, Meagher, Webb, Riddle, Ward, Zapanta, Taylor, Palmer
17 Resolution No. RES-2019-190 -- Approving a Professional Services Agreement Between the City of Irving and Dunaway Associates, L.P., in the Amount of $1,490,325.00 for Multi-Discipline Design Services for the Campion Trails Unification Project

RESULT: ADOPTED [UNANIMOUS]
MOVER: John C. Danish, Councilman
SECONDER: J. Oscar Ward, Councilman
AYES: Stopfer, Danish, Meagher, Webb, Riddle, Ward, Zapanta, Taylor, Palmer

18 Resolution No. RES-2019-191 -- Approving the Extension of Temporary Construction Easements Located at 712 – 714 Shady Grove Road in the Amount of $18,785.00.

RESULT: ADOPTED [UNANIMOUS]
MOVER: John C. Danish, Councilman
SECONDER: J. Oscar Ward, Councilman
AYES: Stopfer, Danish, Meagher, Webb, Riddle, Ward, Zapanta, Taylor, Palmer

19 Resolution No. RES-2019-192 -- Approving the Acquisition of a Public Utility Easement on Parcel 115-20C, Located at 2121 E. Grauwyler Road in the Amount of $9,519.13

RESULT: ADOPTED [UNANIMOUS]
MOVER: John C. Danish, Councilman
SECONDER: J. Oscar Ward, Councilman
AYES: Stopfer, Danish, Meagher, Webb, Riddle, Ward, Zapanta, Taylor, Palmer
20 Resolution No. RES-2019-193 -- Approving the Acquisition of a Public Utility Easement on Parcel 115-4, Located at 1100 N. Walton Walker Blvd in the Amount of $27,641.00

RESULT: ADOPTED [UNANIMOUS]
MOVER: John C. Danish, Councilman
SECONDER: J. Oscar Ward, Councilman
AYES: Stopfer, Danish, Meagher, Webb, Riddle, Ward, Zapanta, Taylor, Palmer

21 Resolution No. RES-2019-194 -- Approving the Acquisition of a Public Utility Easement on Parcel 115-5, Located at 1120 N. Walton Walker Blvd in the Amount of $4,252.00

RESULT: ADOPTED [UNANIMOUS]
MOVER: John C. Danish, Councilman
SECONDER: J. Oscar Ward, Councilman
AYES: Stopfer, Danish, Meagher, Webb, Riddle, Ward, Zapanta, Taylor, Palmer

22 Resolution No. RES-2019-195 -- Approving the Acquisition of a Public Utility Easement on Parcel 115-12, Located at 1222 N. Walton Walker Blvd in the Amount of $22,002.00

RESULT: ADOPTED [UNANIMOUS]
MOVER: John C. Danish, Councilman
SECONDER: J. Oscar Ward, Councilman
AYES: Stopfer, Danish, Meagher, Webb, Riddle, Ward, Zapanta, Taylor, Palmer

RESULT:  ADOPTED [UNANIMOUS]
MOVER:  John C. Danish, Councilman
SECONDER:  J. Oscar Ward, Councilman
AYES:  Stopfer, Danish, Meagher, Webb, Riddle, Ward, Zapanta, Taylor, Palmer

24  Resolution No. RES-2019-197 -- Approving the Acquisition of a Public Utility Easement on Parcel 115-24, Located at 2132 E. Airport Freeway in the Amount of $17,438

RESULT:  ADOPTED [UNANIMOUS]
MOVER:  John C. Danish, Councilman
SECONDER:  J. Oscar Ward, Councilman
AYES:  Stopfer, Danish, Meagher, Webb, Riddle, Ward, Zapanta, Taylor, Palmer

25  Resolution No. RES-2019-198 -- Approving the Acquisition of a Public Utility Easement on Parcel 115-13, Located at 1222 N. Walton Walker Blvd in the Amount of $15,882.00

RESULT:  ADOPTED [UNANIMOUS]
MOVER:  John C. Danish, Councilman
SECONDER:  J. Oscar Ward, Councilman
AYES:  Stopfer, Danish, Meagher, Webb, Riddle, Ward, Zapanta, Taylor, Palmer
26 Resolution No. RES-2019-199 -- Approving the Acquisition of a Public Utility Easement on Parcel 115-7, Located at 2001 Hinton Drive in the Amount of $23,694.00

RESULT: ADOPTED [UNANIMOUS]  
MOVER: John C. Danish, Councilman  
SECONDER: J. Oscar Ward, Councilman  
AYES: Stopfer, Danish, Meagher, Webb, Riddle, Ward, Zapanta, Taylor, Palmer

27 Resolution No. RES-2019-200 -- Approving an Agreement Between the City of Irving and Avenue Insights and Analytics, LLC, in an Amount Not to Exceed $60,000.00, for Technology Services Related to the Banner 8 to Banner 9 Enterprise Resource Planning (ERP) Software Upgrade

RESULT: ADOPTED [UNANIMOUS]  
MOVER: John C. Danish, Councilman  
SECONDER: J. Oscar Ward, Councilman  
AYES: Stopfer, Danish, Meagher, Webb, Riddle, Ward, Zapanta, Taylor, Palmer

28 Resolution No. RES-2019-201 -- Approving a Ground Lease Termination Agreement for City-Owned Property Located at 211 and 213 E. Irving Boulevard

RESULT: ADOPTED [UNANIMOUS]  
MOVER: John C. Danish, Councilman  
SECONDER: J. Oscar Ward, Councilman  
AYES: Stopfer, Danish, Meagher, Webb, Riddle, Ward, Zapanta, Taylor, Palmer
29 Resolution No. RES-2019-202 -- Approval of Spending in a Total Amount of $71,589.33 for the Purchase of Advertisements to Run in Various Tourism Publications Facilitated by the AJR Media Group

RESULT: ADOPTED [UNANIMOUS]
MOVER: John C. Danish, Councilman
SECONDER: J. Oscar Ward, Councilman
AYES: Stopfer, Danish, Meagher, Webb, Riddle, Ward, Zapanta, Taylor, Palmer

30 Resolution No. RES-2019-203 -- Approving a Vendor/Member Contract Between the City of Irving and Hoyt Breathing Air Products and Authorizing Expenditures in the Total Estimated Amount of $396,478.08 for the Purchase of SCOTT Self-Contained Breathing Apparatus (SCBA) Safety Air Cylinders through the City of Frisco Interlocal Cooperative Purchasing Agreement.

RESULT: ADOPTED [UNANIMOUS]
MOVER: John C. Danish, Councilman
SECONDER: J. Oscar Ward, Councilman
AYES: Stopfer, Danish, Meagher, Webb, Riddle, Ward, Zapanta, Taylor, Palmer

31 Resolution No. RES-2019-204 -- Approving a Vendor/Member Contract Pursuant to a Cooperative Purchasing Agreement between the City of Irving and Facility Solutions Group LLC, (FSG) and Authorizing As-Needed Expenditures in the Total Estimated Amount of $200,000.00 for Purchases, Installations, and Repairs of Lighting Systems through the State of Texas Local Government Statewide Cooperative Purchasing Program (BuyBoard)

RESULT: ADOPTED [UNANIMOUS]
MOVER: John C. Danish, Councilman
SECONDER: J. Oscar Ward, Councilman
AYES: Stopfer, Danish, Meagher, Webb, Riddle, Ward, Zapanta, Taylor, Palmer
32 Resolution No. RES-2019-205 -- Approving a Vendor/Member Contract Pursuant to a Cooperative Purchasing Agreement Between the City of Irving and The F. A. Bartlett Tree Expert Company and Authorizing Expenditures in the Total Estimated Amount of $75,000.00 for As-Needed Tree Maintenance Services through the Choice Partners Purchasing Cooperative, a Division of Harris County Department of Education

RESULT: ADOPTED [UNANIMOUS]
MOVER: John C. Danish, Councilman
SECONDER: J. Oscar Ward, Councilman
AYES: Stopfer, Danish, Meagher, Webb, Riddle, Ward, Zapanta, Taylor, Palmer

33 Resolution No. RES-2019-206 -- Approving a Vendor/Member Contract Pursuant to a Cooperative Purchasing Agreement Between the City of Irving and Big City Crushed Concrete and Authorizing Expenditures in the Total Estimated Amount of $75,000.00 for Onsite Concrete Crushing and Recycling through an Interlocal Cooperative Purchasing Agreement with the City of Grand Prairie

RESULT: ADOPTED [UNANIMOUS]
MOVER: John C. Danish, Councilman
SECONDER: J. Oscar Ward, Councilman
AYES: Stopfer, Danish, Meagher, Webb, Riddle, Ward, Zapanta, Taylor, Palmer

34 Resolution No. RES-2019-207 -- Approving an Interlocal Agreement between the City of Irving and the City of Denton to Establish a Cooperative Purchasing Program between the Cities

RESULT: ADOPTED [UNANIMOUS]
MOVER: John C. Danish, Councilman
SECONDER: J. Oscar Ward, Councilman
AYES: Stopfer, Danish, Meagher, Webb, Riddle, Ward, Zapanta, Taylor, Palmer
Resolution No. RES-2019-208 -- Approving Addendum No. 2 to Renew the Contract with Weaver and Tidwell, L.L.P., (Weaver), in the Total Estimated Amount of $199,500.00 for Professional Auditing Services Relating to Fiscal Year Ending September 30, 2019 and for Additional As-Needed Services in the Total Estimated Amount of $45,000.00

RESULT: ADOPTED [UNANIMOUS]
MOVER: John C. Danish, Councilman
SECONDER: J. Oscar Ward, Councilman
AYES: Stopfer, Danish, Meagher, Webb, Riddle, Ward, Zapanta, Taylor, Palmer

Resolution No. RES-2019-209 -- Renewing the Annual Contract with Ace Pipe Cleaning, Inc., in an Amount Not to Exceed $750,000.00 for Annual Storm & Wastewater Systems Cleaning, Inspection & Reporting

RESULT: ADOPTED [UNANIMOUS]
MOVER: John C. Danish, Councilman
SECONDER: J. Oscar Ward, Councilman
AYES: Stopfer, Danish, Meagher, Webb, Riddle, Ward, Zapanta, Taylor, Palmer

Resolution No. RES-2019-210 -- Approving and Accepting the Bid of All-Tech Fuel Systems, LLC, in the Total Estimated Amount of $919,597.50 for Briery Fuel Storage Tank Replacement

RESULT: ADOPTED [UNANIMOUS]
MOVER: John C. Danish, Councilman
SECONDER: J. Oscar Ward, Councilman
AYES: Stopfer, Danish, Meagher, Webb, Riddle, Ward, Zapanta, Taylor, Palmer
Resolution No. RES-2019-211 -- Approving an Agreement with Mart, Inc., in the Total Estimated Amount of $94,078.00 for Removal and Demolition of the Existing Canopy at the Briery Yard Fueling Station and Associated Site Work through the Interlocal Purchasing System (TIPS) Program Administered by the Region VIII Education Service Center

RESULT: ADOPTED [UNANIMOUS]
MOVER: John C. Danish, Councilman
SECONDER: J. Oscar Ward, Councilman
AYES: Stopfer, Danish, Meagher, Webb, Riddle, Ward, Zapanta, Taylor, Palmer

Resolution No. RES-2019-212 -- Approving and Accepting the Bid of Payne Mechanical Services of Texas in the Total Estimated Amount of $167,670.00 for Cimarron Park Recreation Center HVAC Unit Replacements

RESULT: ADOPTED [UNANIMOUS]
MOVER: John C. Danish, Councilman
SECONDER: J. Oscar Ward, Councilman
AYES: Stopfer, Danish, Meagher, Webb, Riddle, Ward, Zapanta, Taylor, Palmer

Resolution No. RES-2019-213 -- Approving and Accepting the Bid of Infinity Contractors in the Total Estimated Amount of $138,057.00 for Lee Park Recreation Center HVAC Unit Replacements

RESULT: ADOPTED [UNANIMOUS]
MOVER: John C. Danish, Councilman
SECONDER: J. Oscar Ward, Councilman
AYES: Stopfer, Danish, Meagher, Webb, Riddle, Ward, Zapanta, Taylor, Palmer
Resolution No. RES-2019-214 -- Approving and Accepting the Bid of Synergy Environmental Services, LLC, in the Total Estimated Amount of $73,432.00 for HVAC Refurbishing for the Purchasing Building

RESULT: ADOPTED [UNANIMOUS]
MOVER: John C. Danish, Councilman
SECONDER: J. Oscar Ward, Councilman
AYES: Stopfer, Danish, Meagher, Webb, Riddle, Ward, Zapanta, Taylor, Palmer


RESULT: ADOPTED [UNANIMOUS]
MOVER: John C. Danish, Councilman
SECONDER: J. Oscar Ward, Councilman
AYES: Stopfer, Danish, Meagher, Webb, Riddle, Ward, Zapanta, Taylor, Palmer

Resolution No. RES-2019-216 -- Approving a Vendor/Member Contract Pursuant to a Cooperative Purchasing Agreement between the City of Irving and Air Conditioning Innovative Solutions, Inc. (ACIS), and Authorizing Expenditures in the Total Estimated Amount of $200,000.00 for As-Needed HVAC Equipment Purchases, Installation, Repair, and Parts through The Interlocal Purchasing System (TIPS) Program Administered by the Region VIII Education Service Center

RESULT: ADOPTED [UNANIMOUS]
MOVER: John C. Danish, Councilman
SECONDER: J. Oscar Ward, Councilman
AYES: Stopfer, Danish, Meagher, Webb, Riddle, Ward, Zapanta, Taylor, Palmer
44 Resolution No. RES-2019-217 -- Approving a Vendor/Member Contract Pursuant to a Cooperative Purchasing Agreement between the City of Irving and Gomez Floor Covering, Inc., and Authorizing Expenditures in the Total Estimated Amount of $250,000.00 for As-Needed Flooring Purchases and Installation and Repair Services through the State of Texas Local Government Statewide Cooperative Purchasing Program (BuyBoard)

RESULT: ADOPTED [UNANIMOUS]
MOVER: John C. Danish, Councilman
SECONDER: J. Oscar Ward, Councilman
AYES: Stopfer, Danish, Meagher, Webb, Riddle, Ward, Zapanta, Taylor, Palmer

45 Resolution No. RES-2019-218 -- Approving a Vendor/Member Contract Pursuant to a Cooperative Purchasing Agreement between the City of Irving and Iteris, Inc., and Authorizing Expenditures in the Total Estimated Amount of $500,000.00 for As-Needed Purchases of Video Vehicle Detection Systems through the State of Texas Local Government Statewide Cooperative Purchasing Program (BuyBoard)

RESULT: ADOPTED [UNANIMOUS]
MOVER: John C. Danish, Councilman
SECONDER: J. Oscar Ward, Councilman
AYES: Stopfer, Danish, Meagher, Webb, Riddle, Ward, Zapanta, Taylor, Palmer
Resolution No. RES-2019-219 -- Renewing the Contract with ITRON, Inc., in the Total Estimated Amount of $300,000.00 for ITRON Encoder Receiver Transmitters (ERTs)

RESULT: ADOPTED [UNANIMOUS]
MOVER: John C. Danish, Councilman
SECONDER: J. Oscar Ward, Councilman
AYES: Stopfer, Danish, Meagher, Webb, Riddle, Ward, Zapanta, Taylor, Palmer

Resolution No. RES-2019-220 -- Approving the Purchase from Associated Supply Company, Inc. for Various Equipment for Water Utilities in the Total Estimated Amount of $147,606.00 through the State of Texas Local Government Statewide Cooperative Purchasing Program (BuyBoard)

RESULT: ADOPTED [UNANIMOUS]
MOVER: John C. Danish, Councilman
SECONDER: J. Oscar Ward, Councilman
AYES: Stopfer, Danish, Meagher, Webb, Riddle, Ward, Zapanta, Taylor, Palmer

Resolution No. RES-2019-221 -- Approving the Purchase from Rush Truck Centers of Texas, LP, for a 2020 Peterbilt Model 389 Truck in the Total Estimated Amount of $131,379.60 through the State of Texas Local Government Statewide Cooperative Purchasing Program (BuyBoard)

RESULT: ADOPTED [UNANIMOUS]
MOVER: John C. Danish, Councilman
SECONDER: J. Oscar Ward, Councilman
AYES: Stopfer, Danish, Meagher, Webb, Riddle, Ward, Zapanta, Taylor, Palmer
Resolution No. RES-2019-222 -- Approving the Purchase from Caldwell Country Chevrolet for Various Vehicles for Water Utilities in the Total Estimated Amount of $130,104.00 through the State of Texas Local Government Statewide Cooperative Purchasing Program (BuyBoard)

RESULT: ADOPTED [UNANIMOUS]
MOVER: John C. Danish, Councilman
SECONDER: J. Oscar Ward, Councilman
AYES: Stopfer, Danish, Meagher, Webb, Riddle, Ward, Zapanta, Taylor, Palmer

Resolution No. RES-2019-223 -- Approving a Vendor/Member Contract Pursuant to a Cooperative Purchasing Agreement Between the City of Irving and Interstate Trailer, through the State of Texas Local Government Statewide Cooperative Purchasing Program (BuyBoard)

RESULT: ADOPTED [UNANIMOUS]
MOVER: John C. Danish, Councilman
SECONDER: J. Oscar Ward, Councilman
AYES: Stopfer, Danish, Meagher, Webb, Riddle, Ward, Zapanta, Taylor, Palmer

Resolution No. RES-2019-224 -- Approving the Purchase from Interstate Trailer, for a Lowboy Trailer in the Total Estimated Amount of $74,870.78 through the State of Texas Local Government Statewide Cooperative Purchasing Program (BuyBoard)

RESULT: ADOPTED [UNANIMOUS]
MOVER: John C. Danish, Councilman
SECONDER: J. Oscar Ward, Councilman
AYES: Stopfer, Danish, Meagher, Webb, Riddle, Ward, Zapanta, Taylor, Palmer
52 Resolution No. RES-2019-225 -- Approving Additional Expenditures with Premier Truck Group in the Total Estimated Amount of $49,000.00 for As-Needed Vehicle Parts and Repairs through an Interlocal Cooperative Purchasing Agreement with the City of Dallas

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53 Ordinance No. ORD-2019-10190 -- Authorizing the Dedication of a Lien on the Georgia Farrow Recreation Center to Secure the City’s Repayment Obligations on Its Section 108 Loan Agreement with the U.S. Department of Housing and Urban Development; and Enacting Other Provisions Incident and Relating to the Subject.

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54 Ordinance No. ORD-2019-10191 -- Authorizing the Abandonment and Vacation of Certain Portions of Public Utility Easements in Phase 1 and 2 of the Terraces of Las Colinas Addition, a Residential Subdivision

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<tr>
<th>RESULT:</th>
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<tr>
<td>AYES:</td>
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55 Ordinance No. ORD-2019-10176 -- Zoning Case #ZC18-0090 - Comprehensive Plan Amendment Changing the Recommended Land Use from "Business District" to "Commercial Corridor", and Granting C-OU-2 (Commercial Outdoor) District - Approximately 0.92 Acres Located at 2334 Penn Street - Yana Gladtskova, Applicant/Owner (Postponed from April 4, 2019)

Mayor Stopfer opened the public hearing at approximately 8:04 p.m.

No one signed up to speak on this item at tonight’s meeting.

Mayor Stopfer closed the public hearing at approximately 8:04 p.m.

Motioned by Councilman Riddle, seconded by Councilman Ward to Postpone Ordinance -- Zoning Case #ZC18-0090 - Comprehensive Plan Amendment Changing the Recommended Land Use from "Business District" to "Commercial Corridor", and Granting C-OU-2 (Commercial Outdoor) District - Approximately 0.92 Acres Located at 2334 Penn Street - Yana Gladtskova, Applicant/Owner (Postponed from April 4, 2019) to August 1, 2019.

Motion approved 9-0.

RESULT:

POSTPONED [UNANIMOUS]
Next: 8/1/2019 7:00 PM

MOVER: Phil Riddle, Councilman
SECONDER: J. Oscar Ward, Councilman
AYES: Stopfer, Danish, Meagher, Webb, Riddle, Ward, Zapanta, Taylor, Palmer

56 Ordinance No. ORD-2019-10192 -- Zoning Case #ZC19-0012 - Granting S-P-1 (Detailed Site Plan) District for R-AB (Restaurant with the Attendant Accessory Use of the Sale of Alcoholic Beverages for On-Premises Consumption) Uses - Approximately 2.62 Acres Locate at 3215 Regent Boulevard - Cross Engineering Consultants, Applicant - Front Burner Restaurants, LP., Owner

Mayor Stopfer opened the public hearing at approximately 8:04 p.m.

No one signed up to speak on this item at tonight’s meeting.

Mayor Stopfer closed the public hearing at approximately 8:04 p.m.
Motioned by Councilman Ward, seconded by Councilman Taylor to Approve Ordinance -- Zoning Case #ZC19-0012 - Granting S-P-1 (Detailed Site Plan) District for R-AB (Restaurant with the Attendant Accessory Use of the Sale of Alcoholic Beverages for On-Premises Consumption) Uses - Approximately 2.62 Acres Locate at 3215 Regent Boulevard - Cross Engineering Consultants, Applicant - Front Burner Restaurants, LP., Owner.

Motion approved 9-0.

RESULT: ADOPTED [UNANIMOUS]
MOVER: J. Oscar Ward, Councilman
SECONDER: Kyle Taylor, Councilman
AYES: Stopfer, Danish, Meagher, Webb, Riddle, Ward, Zapanta, Taylor, Palmer

Ordinance No. ORD-2019-10193 -- Zoning Case #ZC19-0019 - Granting S-P-2 (Generalized Site Plan) District for R-6 (Single Family) Uses - Approximately 0.3 Acres Located at 2805 W. 18Th Street - JDJR Engineers and Consultants, Inc., Applicant - ZKB Properties, Owner

Mayor Stopfer opened the public hearing at approximately 8:05 p.m.

No one signed up to speak on this item at tonight’s meeting.

Mayor Stopfer closed the public hearing at approximately 8:05 p.m.

Motioned by Councilman Ward, seconded by Councilman Taylor to Approve Ordinance -- Zoning Case #ZC19-0019 - Granting S-P-2 (Generalized Site Plan) District for R-6 (Single Family) Uses - Approximately 0.3 Acres Located at 2805 W. 18Th Street - JDJR Engineers and Consultants, Inc., Applicant - ZKB Properties, Owner.

Motion approved 9-0.

RESULT: ADOPTED [UNANIMOUS]
MOVER: J. Oscar Ward, Councilman
SECONDER: Kyle Taylor, Councilman
AYES: Stopfer, Danish, Meagher, Webb, Riddle, Ward, Zapanta, Taylor, Palmer
Ordinance No. ORD-2019-10194 -- Zoning Case #ZC19-0020 - Granting S-P-1 (Detailed Site Plan) District for R-AB (Restaurant with the Attendant Accessory Use of the Sale of Alcoholic Beverages for On-Premises Consumption) Uses - Approximately 0.0471 Acres Located at 3311 Regent Boulevard - Burgerim C/O Salvam Properties, Applicant - Mori's Engineering, Owner

Mayor Stopfer opened the public hearing at approximately 8:06 p.m.

No one signed up to speak on this item at tonight’s meeting.

Mayor Stopfer closed the public hearing at approximately 8:06 p.m.

Motioned by Councilman Palmer, seconded by Councilman Taylor to Approve Ordinance -- Zoning Case #ZC19-0020 - Granting S-P-1 (Detailed Site Plan) District for R-AB (Restaurant with the Attendant Accessory Use of the Sale of Alcoholic Beverages for On-Premises Consumption) Uses - Approximately 0.0471 Acres Located at 3311 Regent Boulevard - Burgerim C/O Salvam Properties, Applicant - Mori's Engineering, Owner.

Motion approved 9-0.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Wm David Palmer, Councilman
SECONDER: Kyle Taylor, Councilman
AYES: Stopfer, Danish, Meagher, Webb, Riddle, Ward, Zapanta, Taylor, Palmer


Mayor Stopfer opened the public hearing at approximately 8:07 p.m.

No one signed up to speak on this item at tonight’s meeting.

Mayor Stopfer closed the public hearing at approximately 8:07 p.m.
Motioned by Councilman Ward, seconded by Councilman Palmer to Approve Ordinance -- Zoning Case #ZC19-0022 - Granting S-P-2 (Generalized Site Plan) District for C-OU-2 (Commercial Outdoor) Uses - Approximately 2.14 Acres Located at 2200 Carl Road - Claymoore Engineering, Applicant - Clay E. Cooley, Owner.

Motion approved 7-2.

Councilmember(s) voting in opposition of this motion include: Meagher and Taylor.

RESULT: ADOPTED [7 TO 2]
MOVER: J. Oscar Ward, Councilman
SECONDER: Wm David Palmer, Councilman
AYES: Stopfer, Danish, Webb, Riddle, Ward, Zapanta, Palmer
NAYS: Allan Meagher, Kyle Taylor

Ordinance No. ORD-2019-10196 -- Zoning Case #ZC19-0031 - Granting HCD-CMU (Heritage Crossing District - Corridor Mixed Use Subdistrict) Uses - Approximately 1.79 Acres Located at 300 S. O'Connor Road - Robert S. Romano, Applicant/Owner

Mayor Stopfer opened the public hearing at approximately 8:09 p.m.

The following individual(s) signed up in opposition of this item but did not want to speak:
Lorraine Taylor, 321 S. O'Connor Rd., Irving, TX
Kaye Ward, 608 Farine Dr., Irving, TX

The following individual(s) signed up to speak in opposition of this item:
Bob Romano, 2615 Summit Dr., Irving, TX
Kenneth W. "Bill" Krumm, 314 S. O'Connor Rd., Irving, TX
Lisette Caraballo, 317 S. O'Connor Rd., Irving, TX
Linda Wood Shotwell, 441 LittleJohn Dr., Irving, TX
Jimmy Bellew, Representing First United Methodist Church, 1821 Bolden Rd., Irving, TX

Mayor Stopfer closed the public hearing at approximately 8:18 p.m.

The opposition represents 54.61% of the land within 200 feet of the subject property. Since this is more than 20%, a ¾ vote is required for approval.
Motioned by Councilman Zapanta, seconded by Councilman Danish to Postpone Indefinitely an Ordinance -- Zoning Case #ZC19-0031 - Granting HCD-CMU (Heritage Crossing District - Corridor Mixed Use Subdistrict) Uses - Approximately 1.79 Acres Located at 300 S. O'Connor Road - Robert S. Romano, Applicant/Owner.

Motioned by Councilman Ward to amend the previous motion to postpone to a date specific of June 20, 2019.

Motion fails for lack of a second.

Councilman Danish motioned, and Councilman Zapanta accepted and seconded to amend the original motion to Postpone until August 1, 2019 an Ordinance -- Zoning Case #ZC19-0031 - Granting HCD-CMU (Heritage Crossing District - Corridor Mixed Use Subdistrict) Uses - Approximately 1.79 Acres Located at 300 S. O'Connor Road - Robert S. Romano, Applicant/Owner.

Motion approved 9-0.

RESULT: POSTPONED [UNANIMOUS]  
Next: 8/1/2019 7:00 PM

MOVER: John C. Danish, Councilman  
SECONDER: Al Zapanta, Councilman  
AYES: Stopfer, Danish, Meagher, Webb, Riddle, Ward, Zapanta, Taylor, Palmer

61 Ordinance No. ORD-2019-10197 -- Zoning Case #ZC19-0033 - Granting S-P-1 (Detailed Site Plan) District for R-AB (Restaurant with the Attendant Accessory Use of the Sale of Alcoholic Beverages for On-Premises Consumption), Theater and General Event Uses with a Variance to the Distance Separation Requirements from a Church - Approximately 0.3994 Located at 222 E. Irving Boulevard - Mainstage Irving, Applicant - City of Irving, Owner

Mayor Stopfer opened the public hearing at approximately 8:33 p.m.

The following individual(s) signed up in support of this item but did not want to speak:
Steven Merritt, 2713 Twinpost, Irving, TX
Mayor Stopfer closed the public hearing at approximately 8:45 p.m.

Motioned by Councilman Meagher, seconded by Councilman Danish to Approve Ordinance -- Zoning Case #ZC19-0033 - Granting S-P-1 (Detailed Site Plan) District for R-AB (Restaurant with the Attendant Accessory Use of the Sale of Alcoholic Beverages for On-Premises Consumption), Theater and General Event Uses with a Variance to the Distance Separation Requirements from a Church - Approximately 0.3994 Located at 222 E. Irving Boulevard - Mainstage Irving, Applicant - City of Irving, Owner.

Motion approved 9-0.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Allan Meagher, Councilman
SECONDER: John C. Danish, Councilman
AYES: Stopfer, Danish, Meagher, Webb, Riddle, Ward, Zapanta, Taylor, Palmer

APPOINTMENTS AND REPORTS

62 Resolution No. RES-2019-226 -- Selection of Mayor Pro Tem and Deputy Mayor Pro Tem by City Council

Motioned by Councilman Taylor, seconded by Councilman Riddle to Approve Resolution -- Selection of Oscar Ward as Mayor Pro Tem and David Palmer as Deputy Mayor Pro Tem by City Council.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Kyle Taylor, Councilman
SECONDER: Phil Riddle, Councilman
AYES: Stopfer, Danish, Meagher, Webb, Riddle, Ward, Zapanta, Taylor, Palmer
63 Resolution No. RES-2019-227 -- Appointments to the Dallas Area Rapid Transit Board of Directors to Terms Expiring July 2021

Motioned by Councilman Taylor, seconded by Councilman Ward to Approve a Resolution -- Appointing Rick Stopfer, to represent Irving 100%, and Doug Hrbacek, to represent Irving 20% and the City of Carrollton 80%, to the Dallas Area Rapid Transit Board of Directors to Terms Expiring July 2021.

Motion approved 8-0-1.

Mayor Stopfer abstained from this vote.

RESULT: ADOPTED [8-0-1]
MOVER: Kyle Taylor, Councilman
SECONDER: J. Oscar Ward, Councilman
AYES: Danish, Meagher, Webb, Riddle, Ward, Zapanta, Taylor, Palmer
ABSTAIN: Mayor Rick Stopfer

64 Mayor's Report

There was no Mayor's report at tonight's meeting.

Adjournment

The meeting was adjourned at approximately 8:47 p.m.

___________________________
Richard H. Stopfer, Mayor

ATTEST:

___________________________
Shanae Jennings, TRMC
City Secretary
Resolution -- Approving a Special Events Agreement Between the City of Irving and Dallas-Fort Worth (DFW) International Airport Board for the Provision of K-9 Explosive Detection Services

Administrative Comments
1. This item is recommended by the Police Department. It supports Strategic Goal No. 4.1: Safeguard public safety, security and health.

2. Impact: This Interlocal Agreement (ILA) is entered between the City of Irving on behalf of the Irving Police Department (IPD) and DFW Airport, for use of DFW K9 services during special events held in Irving.

3. The City of Irving agrees to reimburse the DFW Airport board the current overtime hourly wage rate of $70.28 for K9 services.

4. Funding is available in the Police Department budget within the General Fund.

Recommendation
The resolution be approved.

ADDITIONAL COMMENTS:

Contract Required: Yes  Review Completed By: Janet Spugnardi
Previous Action: N/A  Council Action: N/A
Discretionary Contract Disclosure Form Required: N/A
Certificate of Interested Parties (Form 1295) Required: N/A
TGC 2270 Verification Form Required: N/A

ATTACHMENTS:

Special Events Agmt (DFW-IRV) (PDF)

CURRENT YEAR FINANCIAL IMPACT:
None

REVISION INFORMATION:
Prepared: 11/12/2018 12:46 PM by Kayte Roberts
Last Updated: 6/13/2019 04:16 PM by Kayte Roberts
CITY OF IRVING

COUNCIL RESOLUTION NO. RES-2019-122

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

SECTION I. THAT the City Council hereby approves the attached Special Events Agreement between the City of Irving and Dallas-Fort Worth (DFW) International Airport Board for the Provision of K-9 Explosive Detection Services during special events in the City of Irving, and the Mayor is authorized to execute said agreement.

SECTION II. THAT funding for this expenditure is available in the Police Department Budget.

SECTION III. THAT this resolution shall take effect from and after its final date of passage, and it is accordingly so ordered.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS, on June 20, 2019.

________________________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

_______________________________
Shanae Jennings
City Secretary

APPROVED AS TO FORM:

_______________________________
Kuruvilla Oommen
City Attorney
SPECIAL EVENTS AGREEMENT

BETWEEN THE CITY OF IRVING AND THE DFW INTERNATIONAL AIRPORT BOARD FOR THE PROVISION OF K-9 EXPLOSIVE DETECTION SERVICES

This SPECIAL EVENTS AGREEMENT (hereinafter “Agreement”) is entered into by and between the City of Irving, Texas (hereinafter “City”) and the Dallas/Fort Worth International Airport Board (hereinafter “the Board”), collectively referred to as the “Parties.”

WHEREAS, the City of Irving is a home-rule municipality whose city limits encompass a portion of the DFW International Airport; and

WHEREAS, the City of Irving continues to experience growth in population and tourism leading to larger scale events in the City; and

WHEREAS, the City of Irving is home to numerous venues which hold large special events each year, including locations such as the Toyota Music Factory and the Irving Convention Center; and

WHEREAS, in the event of certain large scale special events, the City may need to obtain additional services of a K-9 trained to detect the presence of explosives in order to provide the necessary law enforcement services needed to ensure the safety of the public at such events; and

WHEREAS, the Board has a K-9 trained to detect the presence of explosives, who is handled by a certified peace officer employed by the Board; and

WHEREAS, the Parties believe it is in the best interest of the public health, safety and welfare to enter into this Special Events Agreement for the provision of K-9 Explosive Detection Services.

NOW, THEREFORE, the City and the Board, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

I. Incorporation of Recitals

The preceding recitations of fact are true and incorporated into this MOU.
II. **Purpose of Agreement**

The purpose of this Agreement is to set the terms, conditions, and procedures by which the City may request and obtain a K-9 trained to detect explosives from the Board to provide explosive detection services in Irving.

III. **Term & Termination**

This Agreement shall be in effect for a period of one year from the date of execution by both parties (“Initial Term”) and shall automatically renew for successive one (1) year terms thereafter (each a Renewal Term), subject to annual appropriations, until and unless either Party provides the other Party with written notice to terminate the Agreement at least thirty (30) days prior the end of the Initial Term or the Renewal Term. City shall pay for reimbursement of services rendered under this Agreement up to the date of termination of the Agreement.

IV. **Request for Assistance**

In the circumstance that the City needs the K-9 explosive detection services for a special event, it shall provide a minimum of 24-hours’ notice to the Board. If the Board is not in need of the K-9 at the time of the requested special event, it agrees to provide the K-9 and the K-9’s peace officer handler (“DFW Airport Officer”) to the City for the duration of the special event.

V. **Operational Control**

The DFW Airport Officer shall at all times maintain operational control of the K-9 at the special event. The DFW Airport Officer shall report to the City’s on-scene commander at the special events location and shall be under the operational command of the City’s Chief of Police or his designee. However, in the event that a command conflicts with the standard operating procedures of the DFW Airport, the DFW Airport Officer shall notify the City’s Chief of Police or his designee of the conflict and comply with the command to the fullest extent allowed by DFW Airport’s standard operating procedures. The City’s Chief of Police may contact the DFW Airport’s Chief of Police to attempt to resolve the conflict. However, the DFW Airport Officer does not have to comply with any portion of a command that conflicts with DFW Airport’s general orders unless
DFW Airport’s Chief of Police notifies the DFW Airport Officer that a determination has been made that the command does not conflict with DFW Airport’s general orders.

VI. Release

DFW Airport’s Officer and the K-9 will be released by the City when the explosive detection services are no longer necessary at the event. In the event that an unforeseen emergency arises in DFW Airport’s jurisdiction while the DFW Airport Officer and K-9 are providing explosive detection services in Irving pursuant to this Agreement, DFW Airport may recall the DFW Airport Officer and K-9 to DFW Airport.

VII. Qualifications of Office

Any DFW Airport Officer that is providing service to the City under this Agreement shall be a Texas certified peace officer who has received all required trainings by the Texas Commission on Law Enforcement and who has been properly trained in handling a K-9 trained to detect explosives.

VIII. Right to Reimbursement

City agrees to reimburse the Board the hourly wage of the DFW Airport Officer at their current overtime hourly rate of $70.28, subject to annual appropriations of the City. All payments made under this Agreement shall be made from currently available funds. The Board is solely responsible for the payment of wages, benefits, and taxes on behalf of its employees and for the maintenance of workers’ compensation insurance and the coverage of any work-related claims for personal injury by the DFW Airport Officer. The Board is solely responsible for the coverage of any claims of damage or injury to the K-9.

IX. Apportionment of Liability & Immunity Provisions

(a) Notwithstanding any provision to contrary herein, this Agreement is a contract for and with respect to the performance of governmental functions by governmental entities.

(b) Neither a DFW Airport Officer nor the K-9 shall at any time be considered an agent,
servant, or employee of the City. The relationship of City and the Board is that of independent contractor and neither party shall have the authority to bind the other. It is understood and agreed between parties that each Party hereto shall be responsible for its own and its employees’ acts, errors and omissions in connection with this Agreement. Neither Party shall be responsible for any act, error or omission of the other Party or its employees in connection with this Agreement. It is specifically agreed that, as between the Parties, each Party to this Agreement shall be individually and respectively responsible for responding to, dealing with, insuring against, defending and otherwise handling and managing liability and potential liability of itself and its employees pursuant to this Agreement.

(c) In the event of joint and concurrent negligence, the Board and the City agree that responsibility shall be apportioned comparatively without waiving any governmental immunity available to the parties under Texas law and without waiving any defenses of the parties under Texas law. This obligation shall be construed for the benefit of the parties hereto, and not for the benefit of any third parties nor to create liability for the benefit of any third parties.

(d) Notwithstanding the foregoing, each Party hereto reserves and expressly does not waive any immunity or defense available at law or in equity, including governmental immunity, for any claim or cause of action whatsoever that may arise or result from the services provided and/or any circumstances arising under this Agreement. These provisions are solely for the benefit of the parties hereto and not for the benefit of any person or entity not a party hereto; this Agreement shall not be interpreted nor construed to give any claim or cause of action to any third party. Neither the City nor the Board shall be held legally liable for any claim or cause of action arising pursuant to or out of the services provided under this Agreement, except as specifically provided by the law. Where injury or property damage results from the joint or concurrent negligence of both parties, liability, if any, shall be shared by each party on the basis of comparative responsibility in accordance with the applicable laws of the State of Texas, subject to all defenses available to them, including governmental immunity.
(e) This Agreement is expressly made subject to the City and the Board’s governmental immunity under the Texas Civil Practice and Remedies Code and all applicable federal, state, and local laws, rules, regulations, ordinances, and policies. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to City or the Board, or to create any legal rights or claim on behalf of any third party. Neither City nor the Board waive, modify or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas.

(f) City and the Board shall each have a duty to reasonably cooperate with each other in the event that a lawsuit is filed against City or the Board by any third party resulting from or related to the services performed under this Agreement.

X. Miscellaneous Provisions

(a) The Parties agree that each is an independent contractor of the other and not an agent, servant, or employee of the other Party to this Agreement. Nothing in this Agreement is intended to create a joint venture or joint enterprise between the City and the Board.

(b) The waiver or failure of either party to exercise in any respect any right provided for in this Agreement shall not be deemed a waiver of any further right under this Agreement.

(c) If any provision of this Agreement is invalid, illegal, or unenforceable under any applicable statute, court decision, or rule of law, it is to that extent to be deemed omitted. The remainder of the Agreement shall be valid and enforceable to the maximum extent possible.

(d) This Agreement shall be governed by the laws of the State of Texas. Venue for any action arising from this Agreement shall lie exclusively in Dallas County, Texas.

(e) This Agreement may not be modified, altered or amended except by written instrument duly executed by both parties.

(f) This Agreement is not assignable or transferrable, either in whole or in part.

(g) Nothing in this Agreement is intended to confer any third-party beneficiary status or rights upon any party not a signatory to this Agreement.
(h) The City and the Board expressly covenant and agree that in the event of any litigation arising between the parties related to this Agreement, each party shall be solely responsible for payment of its attorneys and that in no event shall either party be responsible for the other party's attorney's fees regardless of the outcome of the litigation.

(i) This Agreement was approved by appropriate action of the governing bodies of the DFW International Airport Board and the City of Irving as required by law.

IN WITNESS WHEREOF, by their signatures hereon, each of the undersigned represents and warrants that they are the duly authorized representatives of each entity and have full right and authority to enter into this Agreement. This Agreement is to be effective upon the signature of both respective signatories.

EXECUTED in duplicate original counterparts.

DFW INTERNATIONAL AIRPORT BOARD                    CITY OF IRVING, TEXAS

By: ________________________________                  By: ________________________________
CEO                                                  Richard H. Stopfer, Mayor

Date: ________________________________                  Date: ________________________________

ATTEST:

__________________________________________
Shanae Jennings, City Secretary

APPROVED AS TO FORM:

__________________________________________
Anne M. Constantine, Legal Counsel

APPROVED AS TO FORM:

__________________________________________
Kuruvilla Oommen, City Attorney
Resolution -- Approving an Educational Services Agreement Between the City of Irving and Dallas County Community College District on Behalf of Brookhaven College and El Centro College for Emergency Medical Services Student Internships with the Irving Fire Department

Administrative Comments
1. This item is recommended by the Fire Department.
2. Impact: This opportunity provides internship locations/slots to students of Brookhaven College School of Emergency Medical Services and El Centro College School of Emergency Medical Services.
3. This Agreement has a five-year term from June 6, 2019 through June 5, 2024.

Recommendation
The resolution be approved.

ADDITIONAL COMMENTS:

Contract Required: Yes Review Completed By: Janet Spugnardi
Previous Action: RES-2016-163 Council Action: Approved
Discretionary Contract Disclosure Form Required: No
Certificate of Interested Parties (Form 1295) Required: No

ATTACHMENTS:

Educational Services Agreement Between DCCCD and COI (6-20-19) (PDF)

CURRENT YEAR FINANCIAL IMPACT:
None

REVISION INFORMATION:
Prepared: 6/5/2019 04:15 PM by Anna Glenn
Last Updated: 6/14/2019 09:46 AM by Janet Spugnardi
BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS:

SECTION I. THAT the City Council hereby approves the attached Educational Services Agreement between the City of Irving and the Dallas County Community College District to provide internships with the Irving Fire Department to students of Brookhaven College School of Emergency Medical Services and El Centro College School of Emergency Medical Services, and the Mayor is authorized to execute said agreement.

SECTION II. THAT this resolution shall take effect from and after its final date of passage, and it is accordingly so ordered.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS, on June 20, 2019.

____________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

____________________________
Shanae Jennings
City Secretary

APPROVED AS TO FORM:

____________________________
Kuruvilla Oommen
City Attorney
STATE OF TEXAS

COUNTY OF DALLAS

EDUCATIONAL SERVICES AGREEMENT

BETWEEN

THE DALLAS COUNTY COMMUNITY COLLEGE DISTRICT

AND

THE CITY OF IRVING

THIS Educational Services Agreement ("Agreement") is made and entered into by and between the Dallas County Community College District ("DCCCD"), a Texas political subdivision of higher education, on behalf of Brookhaven College and El Centro College, (collectively the "College"), and the City of Irving, a Texas municipal corporation ("City"), on behalf of Irving Fire Department ("Department"). The Department and the College may hereafter be referred to individually as "Party" and collectively as "Parties."

WHEREAS, College offers its students education and training in emergency medical services ("EMS") through the College's EMS Program ("EMS Program"); and

WHEREAS, College students participating in EMS education and training are required to complete a field internship consisting of either eight, twelve or twenty-four (24) hour shifts, as appropriate; and

WHEREAS, the Department is an agency of a municipality that provides EMS to its citizens, using trained and certified EMS personnel; and

WHEREAS, Department will provide each qualified EMS Program student with an educational opportunity to observe how Department's EMS staff respond to emergency calls in their mobile intensive care units ("MICU"). For purposes of this Agreement, an EMS Program student participating in this educational opportunity with Department may be referred to as "Student." This experience shall be considered as the Students' field internship ("Field Internship"), which is required by the Texas Department of State Health Services ("TDSHS") as part of its certification process for EMS personnel in the State of Texas; and

WHEREAS, for the purpose of furthering the following objectives of the Parties hereto, the College may send to the Department qualified Students who desire to participate in a Field Internship and may be enrolled in one of the following EMS Programs: (1) Emergency Medical Technician Program ("EMT Program"); and (2) Paramedic Program ("Paramedic Program"); and
WHEREAS, College would like for its Students to participate in the Field Internship with the Department’s EMS personnel; and

WHEREAS, the City believes it is mutually beneficial and in the best interest of the citizens of Irving to help train future EMTs and Paramedics to ensure continuity of protection of the public health, safety and welfare.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the DCCCD and the City agree as follows:

1. **Purpose.** Under this Agreement, Department will allow qualified Students to participate with Department’s EMS professionals during their responses to medical emergencies as the Students’ Field Internship. Students who participate in the Field Internship in/at Department’s designated MICU stations will be under direct supervision of Department’s personnel. Students will observe and perform invasive and non-invasive procedures as appropriate for their particular EMS Program level during this Field Internship. They will observe the latest medical practices and procedures and proper application of life support equipment in a variety of medical emergencies. EMT Basic and Paramedic Students must participate in a Field Internship that consists of at least two 24-hour shifts for EMTs and ten 24-hour shifts for Paramedics. Specific course objectives must be met during the 24-hour shifts. In the event that a Student is unable to complete the course objectives as provided by the College, students may be required to participate in additional shifts to fulfill this requirement. As part of the Field Internship, Students will satisfy curriculum requirements that are identified by College. Students who successfully complete the Field Internship will be qualified to progress to the next phase of their EMT or Paramedic education.

2. **Responsibilities of the Department.** Department shall have the following responsibilities:

   A. Conduct the appropriate Field Internship orientation for new and incoming Students;
   B. Provide College with each Student’s schedule 30-calendar-days in advance of their Field Internship under this Agreement.
   C. Negotiate with College any schedule changes as soon as reasonably practicable;
   D. Provide Students with fully operational medical supplies and equipment, which conform to all statutes and regulations relating to them;
   E. Provide ambulances staffed with duly licensed and qualified personnel as determined by the Department;
   F. Provide appropriately trained preceptors for all Students participating in all their Field Internships.

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Educational Services Agreement  
Between  
The Dallas County Community College District  
And  
The City of Irving  
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G. Provide Field Internship locations/slots to Students, monitor and observe each Student while they perform emergency medical services, and provide feedback regarding EMT Basic and Paramedic training education.

H. Department shall provide to College an evaluation of each Student, on the standardized clinical evaluation form provided by College, at a frequency reasonably determined by the College. These evaluations shall include, but are not limited to:

1. Areas of improvement; and
2. Strengths;
3. Affective domain assessments;
4. Skills performed;
5. Pathology and age grouping of patients;

3. Responsibilities of the College. College shall have the following responsibilities:

A. Develop a yearly instructional plan to meet the educational goals of the EMT Program and Paramedic Program. This plan will be made available to the Parties to this Agreement and will be subject to revisions to resolve any operational conflicts;

B. In conjunction with Department, plan and coordinate the educational experience of its Student(s) at the Department by:

1. Providing the Department’s designated EMS liaison notification, no less than 45-calendar-days prior to need, of the number of Students for whom Field Internship slots are needed;
2. Designate a person to act as College’s clinical liaison to facilitate discussion with Department’s liaison for daily status reports and discussions of Students involved in the Field Internship with Department;

C. Schedule meetings, as necessary, with staff of Department, for the purpose of interpreting, discussing, and evaluating the Field Internship portion of the program;

D. Assist with the supervision of its Students at the Department, where necessary;

E. Conduct conferences(s) with Students and/or Department supervisors or other appropriate staff, as needed or requested;

F. Furnish the Department with a schedule of hours for each Student’s participation in the Field Internship at least thirty calendar days’ notice before finalizing a schedule;

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G. Ensure that only Students who have met all of College’s prerequisites are allowed to participate in the Field Internship;

H. Assure the Department that prior to the start of their first Field Internship, Students will have satisfactorily passed:

1. A Substance abuse panel 10 drug screen; and
2. A criminal background check

I. Inform and explain to Students that they:

1. Will be under the jurisdiction of Department officials for training purposes and will follow Department rules to the extent that such rules relate directly to education and training in the Field Internship.

2. Need to adhere to policies and procedures to follow while at the Department’s facilities, including, but not limited to, Department’s medical control policies, procedures, EMS protocols, patient privacy and HIPAA regulations;

3. Will not replace staff or employees of the Department nor will Students separately provide services to the Department’s patients if those services are not part of the Student’s educational Field Internship experience;

4. Are subject to authority, policies, and regulations of the College. They are also subject, during their Field Internship assignment, to the same standards as are set for employees of the Department or City; and

5. Are not employees of the Department or City and therefore, are not eligible for worker’s compensation, insurance or any benefits or liability coverage from Department or City.

6. Shall not be excluded from participation in any state and/or federal health care programs. College shall inform students that they are required to notify the City within five business days of student's discovery that they are the subject of any actions, investigations or other proceedings that could lead to their exclusion from any state and/or federal health care programs.

J. Have each Student participating in the Field Internship execute a liability release form provided by the Department.

K. Handle all Student disciplinary problems, giving consideration to recommendations of personnel of Department, as appropriate.
L. Assure that Students meet the health standards of Department. Upon request of Department, Students shall, at their own expense, provide evidence of:

(1). Rubella and rubeola immunity;
(2). Annual chest x-ray or evidence of a negative tuberculosis test;
(3). Inoculation for TDAP within the last ten years;
(4). Proof of two (2) Varicella shots or history of chicken pox (varicella) disease resulting in a positive titer;
(5). Hepatitis B vaccination; and
(6). Healthcare-level-provider BLS CPR course completion certificate.

M. Confirm that the Field Internship is in full compliance with state and federal equal opportunity and affirmative action laws and regulations including Title IX of 1972 Education Amendments, Title VI and VII of the Civil Rights Acts of 1964 and 1992, Section 504 of the 1973 Rehabilitation Act, the Americans with Disabilities; and

N. Ensure that all Students complete the City of Irving Compliance Training prior to their Field Internship rotation with the City; if required.

O. The College shall assure Department that Students will have health insurance. College shall furnish Department with a certificate showing proof of such coverage.

4. **Protections of Education Records under FERPA**

A. Any DCCCD Records ("DCCCD Records") shared with City of Irving relating to services under this Agreement may contain information protected or made confidential by the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g ("FERPA"). If DCCCD Records are subject to FERPA, DCCCD designates City of Irving as a DCCCD official with a legitimate educational interest in DCCCD Records; and

B. **City of Irving** represents, warrants, and agrees that it will hold DCCCD Records in strict confidence and will not use or disclose DCCCD Records except as:

   (1). Permitted or required by this Agreement;
   (2). Required by law, including, without limitation, FERPA, the Texas Public Information Act, or a court order; or
   (3). Otherwise authorized by DCCCD in writing.

5. **Term.** Unless this Agreement is terminated as provided in the Termination provision of this Agreement, this Agreement shall be in full force and effect beginning on June 6th, 2019 and
6. **Termination.** Either Party to this Agreement may terminate this Agreement upon 90 calendar days' notice. Such action, however, shall not affect Students already enrolled in the Field Internship program. Students who are actively participating with Department enrolled in the Field Internship prior to the date of termination will be allowed to finish the Field Internship.

7. **Assignment.** Neither Party may assign their interest in this Agreement without the written permission of the other Party.

8. **Insurance.** Parties to this Agreement shall maintain the following insurance limits:

   A. Insurance requirements for DCCCD:

      (1). At its own expense, DCCCD shall obtain and maintain Professional Liability coverage with an insurance carrier authorized to do business in the State of Texas in the amounts not less than $1,000,000 per claim and $2,000,000 aggregate. Such insurance shall not be cancelled or materially altered to reduce the policy limits until City has received at least forty-five (45) days' advance written notice of such cancellation or change, so that City will have the option of terminating this Agreement before the effective date of such cancellation or change. DCCCD shall be responsible for notifying City of such change or cancellation. (2). Prior to performance of any other obligation contained herein, DCCCD shall file with City required original certificates of insurance, which shall clearly state all of the following:

         a. the policy number, name of insurance company; name and address of the agent or authorized representative; name, address, and telephone number of insured; policy expiration date; and specific coverage amounts;

         b. that CITY shall receive thirty (30) days' prior written notice of cancellation from either the insurer or DCCCD

      (3). The certificates of insurance and notices shall be mailed to Department at the address specified in § 15, below.
(4). Any insurance provider of DCCCD shall be admitted and authorized to do business in the State of Texas and shall be rated at least A:V in A.M. Best & Company’s Insurance Guide.

(5). Any deductibles or self-insured retentions must be stated on DCCCD’s certificates of insurance.

B. Insurance requirements for the City:

(1). At its own expense, the City shall obtain and maintain Professional Liability and General Liability coverage with an insurance carrier authorized to do business in the State of Texas in the amounts of not less than $1,000,000.00 per occurrence and $3,000,000.00 aggregate; and

(2). Maintain Workers Compensation coverage for all City staff that are attached to services under this Agreement with qualified insurers in amounts required by State law; and

(3). Furnish DCCCD with certificates of such insurance at least sixty days prior to the commencement of each term of this Agreement. Upon request of DCCCD, CITY shall furnish proof of insurance or a certificate of insurance. CITY shall immediately notify DCCCD of any change in coverage or cancellation of insurance.

9. Liability Apportionment and Immunity Retained. Each Party agrees to be responsible for any personal injury, property damage, or other damage caused solely by its own negligent acts or omissions, or those of its officers, employees, agents or representatives, to the extent the Party would be liable under Texas or federal law; and if caused by the joint or comparative negligence of the Parties, liability shall be determined in accordance with the comparative responsibility laws of the State of Texas. Notwithstanding the foregoing, nothing contained herein shall constitute a waiver of any defenses which may be available to either Party, including governmental immunity and any and all other defenses and immunities applicable to either Party, nor shall this provision expose a Party to any liability other than that to which it may be held liable under applicable law. The provisions of this paragraph are solely for the benefit of the Parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity who are not Parties to this Agreement.

10. Venue: Venue to enforce this Agreement shall lie exclusively in Dallas County, Texas.

11. Governing Law: This Agreement and all materials and/or issues under this Agreement shall be governed by the laws of the State of Texas applicable to contracts made and performed entirely in Texas.
12. **Nondiscrimination:** Parties to this Agreement shall not discriminate on the basis of race, color, religion, gender, national origin, age, disability, sexual orientation, gender identity, gender expression, or any other basis prohibited by law.

13. **Waiver:** The failure of any Party hereto to exercise the rights granted them herein upon the occurrence of any of the contingencies set forth in this Agreement shall not in any event constitute a waiver of any such rights upon the occurrence of any such contingencies.

14. **Notice:** All notices or other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be considered as properly given if sent by facsimile transmission or mailed by certified mail, return receipt requested, postage prepaid, and addressed as follows:

**Dallas County Community College District**

To: Kanora Jackson  
Senior Administrative Assistant  
801 Main Street  
Dallas, TX 75202  
972-860-5095  
Fax: 972-860-5085  
k.jackson@dcccd.edu

**City of Irving**

To: Steven Deutsch  
EMS Battalion Chief  
845 W. Irving Blvd.  
Irving, TX 75060  
Tel: 972-721-4653  
Fax: 972-721-4699  
Email: sdeutsch@cityofirving.org

Either Party reserves the right to designate in writing to the other Party any change of name, change of person, or address to which the notices shall be sent.

15. **Miscellaneous Provisions:**

A. Neither Party shall have control over the other Party with respect to its hours, time, employment, etc.

**Educational Services Agreement**  
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**And**  
**The City of Irving**  
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B. Neither Party may incur any debt, obligation expense, or liability of any kind against the other without the other’s express written approval.

D. Neither Party has authority for an on behalf of the other except as provided in this Agreement. No other authority, power, partnership, use of rights are granted or implied.

E. Neither Party may make, revise, alter, or otherwise diverge from the terms, conditions or policies which are subject to this Agreement without a written amendment to this Agreement. Changes to this Agreement are subject to the approval of each Parties' respective legal departments.

F. The Parties to this Agreement warrant that their obligations shall be performed with due diligence in a safe and professional manner and in compliance with any and all applicable statutes, rules and regulations. Also, each Party shall adhere to their entity’s policies and procedures. To the extent required by law, all work shall be performed by individuals duly licensed and authorized by law to perform said work.

G. The Department shall throughout the term of this Agreement provide skilled personnel, adequate in number, to perform the specified services in an efficient and effective manner as determined by the Department. Department certifies that personnel it provides to perform services under this Agreement possess all current and appropriate certifications, as applicable and they are authorized by law to perform such.

H. In the performance of its obligations under this Agreement, the Parties to this Agreement shall act fairly and in good faith. Where notice, approval, or similar action by either Party hereto is permitted or required by any provision of this Agreement, such action shall not be unreasonably delayed or withheld.

16. Parol Evidence and Statue of Agreement: This Agreement represents the entire Agreement by and between the Parties and supersedes all previous letters, understanding or oral agreements between the DCCCD and the City of Irving. Any representations, promises, or guarantees made but not stated in the body of this Agreement are null and void and of no effect.

17. Signatory Clause: The individuals executing this Agreement on behalf of the Dallas County Community College District and the City of Irving acknowledge that they are duly authorized to execute this Agreement. All Parties hereby acknowledge that they have read, understood and shall comply with the terms and conditions of this Agreement. This Agreement shall not become effective until executed by each Party. Therefore, the Parties to this Agreement shall begin their respective duties only after the last Party has signed and dated this Agreement.

Educational Services Agreement  
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The City of Irving  
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DALLAS COUNTY COMMUNITY COLLEGE DISTRICT

By: Thom D. Chenney, Ph.D.
    College President
    Brookhaven College

Date

By: José Adames, Ed.D.
    College President
    El Centro College

Date

THE CITY OF IRVING

By: Richard H. Stopfer
    Mayor

Date

Attest:

Shansea Jennings
City Secretary

Approved as to Form:

Kuruvilla Oommen
City Attorney

Educational Services Agreement
Between
The Dallas County Community College District
And
The City of Irving
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Resolution -- Awarding a Contract to SYB Construction Company, Inc. in the Amount of $3,371,323.50 for the Betsy Lane Wastewater Interceptor Improvements Project

Administrative Comments
1. This item is recommended by the Capital Improvement Department. This item supports Objective 2.4: Maintain and extend water, wastewater and storm water systems.

2. Impact: This work is part of the Road to the Future Program. This work is part of the Water Utilities Department Wastewater System Improvements. This project impacts 35 commercial and residential properties along Betsy Lane from State Highway 183 to Grauwyler Road and will improve the wastewater system.

3. This project has been previously presented to the Transportation and Natural Resources Committee on July 19, 2017 for award of design services and previously presented to the Transportation and Natural Resources Committee on June 6, 2019.

4. This project will replace the wastewater, a water main and provide a complete street restoration along Betsy Lane from State Highway 183 to Grauwyler Road. The pavement condition index for Betsy ranges between the low to mid 60’s.

5. Bids were received from one bidder. SYB Construction Company, Inc. submitted the lowest responsive responsible bid of $3,371,323.50. This is $225,601.50 (6.27%) below the funding allocated for this project.

6. Minority and/or Women-owned Business (M/WBE) participation in this award is 100%.

7. Funding in the amount of $1,376,083.22 is available within the Sanitary Sewer Bond Fund and Funding in the amount of $1,995,240.28 is available within the Street Improvement Bond Fund.

Recommendation
The resolution be approved.

ADDITIONAL COMMENTS:

Contract Required: Yes Review Completed By: N/A
Previous Action: N/A Council Action: N/A
Discretionary Contract Disclosure Form Required: No Certificate of Interested Parties (Form 1295) Required: Yes
TGC 2270 Verification Form Required: Yes

Comments:
Bid notices were sent to 1,066 contractors. Of those, 338 were M/WBE.
On 05/24/2019, bids were received for the Betsy Lane Water & Wastewater Improvements Project. Purchasing has assigned ITB # 143D-19F for tracking purposes. The following is a tabulation of the bids received:

<table>
<thead>
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<th>BIDDER</th>
<th>BASE BID</th>
<th>CALENDAR DAYS</th>
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<tbody>
<tr>
<td>SYB CONSTRUCTION COMPANY, INC.</td>
<td>$3,371,323.50</td>
<td>495</td>
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**ATTACHMENTS:**

Betsy Ln ELMO Map     (PDF)
Bid tab 143D-19F Betsy Lane wastewater Interceptor Improvements - Grauwyler to SH180 (PDF)

**CURRENT YEAR FINANCIAL IMPACT:**

<table>
<thead>
<tr>
<th>Description</th>
<th>Budget</th>
<th>Actual</th>
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<tbody>
<tr>
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<td>$1,376,083.22</td>
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<td>4005-1902-71801-916024</td>
<td>$1,995,240.28</td>
<td>$1,995,240.28</td>
</tr>
</tbody>
</table>

Budget Transfer Required: No

**REVISION INFORMATION:**

Prepared: 5/31/2019 03:01 PM by Mildred Christy Brown
Last Updated: 6/14/2019 07:56 AM by Dean James Roggia
BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS:

SECTION I. THAT the City Council hereby approves and accepts the bid of SYB Construction Company, Inc., in the amount of $3,371,323.50 for the Betsy Lane Water & Wastewater Improvements Project and authorizes the Mayor, upon receipt of all necessary documents from said company and upon approval of the City Attorney’s Office, to execute any necessary contract.

SECTION II. THAT funding for this expenditure is available within the Sanitary Sewer Bond Fund and Street Improvement Bond Fund.

SECTION III. THAT this resolution shall take effect from and after its final date of passage, and it is accordingly so ordered.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS, on June 20, 2019.

____________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

____________________________
Shanae Jennings
City Secretary

APPROVED AS TO FORM:

____________________________
Kuruvilla Oommen
City Attorney
**CITY OF IRVING, Response Summary**  
**ITB Number: 143D-19F**  
**Betsy Lane Wastewater Interceptor Improvements – Grauwyler Rd. to SH183**  
**Closing Date: May 24, 2019**  
**Darlene Humphries, Purchasing Manager 972.721.3752**

<table>
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<th>Unit</th>
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**SYB Construction Company, Inc.**

<table>
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<tr>
<th>Description</th>
<th>QTY</th>
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<th>Unit</th>
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**Total Price** $3,371,323.50

**Commodity 34 Subtotal** $105,223.00

**Commodity 35 Subtotal** $748,070.50

**Commodity 37 Subtotal** $215,505.00

**Attachment: Bid tab 143D-19F Betsy Lane wastewater Interceptor Improvements - Grauwyler to SH180 (10244 : 19 AWD SYB Construction)**
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<th>Line</th>
<th>Description</th>
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<td>1</td>
<td>EA</td>
<td>$900.00</td>
<td>$900.00</td>
</tr>
<tr>
<td>97</td>
<td>Irrigation System Repairs and/or Relocation</td>
<td>4500</td>
<td>LF</td>
<td>$1.00</td>
<td>$4,500.00</td>
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<tr>
<td>98</td>
<td>Utility Adjustments (Incl FH; WM Boxes, Wal9)</td>
<td>1</td>
<td>EA</td>
<td>$600.00</td>
<td>$5,400.00</td>
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<td>99</td>
<td>Storm Water Curb Opening</td>
<td>15</td>
<td>EA</td>
<td>$1,000.00</td>
<td>$15,000.00</td>
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<tr>
<td>100</td>
<td>Ground Gover To Match Existing In Kind (All 125)</td>
<td>1</td>
<td>SY</td>
<td>$15.00</td>
<td>$1,875.00</td>
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<tr>
<td>101</td>
<td>Block Sodding</td>
<td>2500</td>
<td>SY</td>
<td>$6.85</td>
<td>$17,125.00</td>
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<tr>
<td>102</td>
<td>Contingency</td>
<td>1</td>
<td>LS</td>
<td>$300,000.00</td>
<td>$300,000.00</td>
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<tr>
<td>103</td>
<td>Remove and Replace Street Signs</td>
<td>10</td>
<td>EA</td>
<td>$700.00</td>
<td>$7,000.00</td>
</tr>
</tbody>
</table>

**Total Price:** $3,371,323.50

**Commodity 38 Subtotal:** $2,302,525.00

**Commodity 34 Subtotal:** $105,223.00

**Commodity 35 Subtotal:** $748,070.50

**Commodity 37 Subtotal:** $215,505.00

**Commodity 38 Subtotal:** $2,302,525.00

**Bid Total:** $3,371,323.50

---

CITY OF IRVING, Response Summary
ITB Number: 143D-19F
Betsy Lane Wastewater Interceptor Improvements – Grauwyler Rd. to SH183
Closing Date: May 24, 2019
Darlene Humphries, Purchasing Manager 972.721.3752
Resolution -- Awarding a Contract to SYB Construction Company, Inc. in the Amount of $1,620,984.00 for the Promenade Court/Promenade Parkway Medians Paving, Drainage, Water & Wastewater Improvements Project

Administrative Comments:
1. This item is recommended by the Capital Improvement Program Department. It supports Strategic Objective 2.4 - Maintain and extend water, wastewater and storm water systems.
2. Impact: The work to be performed under this contract will install complete in place approximately four hundred fifty (450) linear feet of 9-inch thick reinforced paved vehicular drop off for the Irving Convention Center DART Orange Line Light Rail Station. Six (6) parallel parking spaces will be available on the west side and eighteen (18) angle parking spaces and two (2) ADA compliant angle parking places will be available on the east side. Twenty four inch and 18-inch storm system extensions will be included. Seven feet wide sidewalks on each side of Promenade Court will be installed. Stairs and pedestrian ramps to the train platform will be included.
3. The Escrow agreement was approved in Resolution 2019-19 on January 31, 2019 in the amount of $284,925.00.
4. As within the escrow agreement with Mission Bay Properties, the following items have been included: four hundred (400) linear feet of 18-inch storm pipe, four hundred thirty linear (430) feet of eight-inch PVC wastewater main and one hundred (100) linear feet of water main.
5. Bids were received from 2 bidders. SYB Construction, Co., Inc., submitted the lowest responsive responsible base bid of $1,239,604.00. Add alternate bid of $381,380.00. The total bid is $1,620,984.00. This is $155,952.00 (8.78%) below the project estimate.
6. Minority- and/or Women-owned Business (M/WBE) participation in this award is 100%.
7. Funding in the amount of $1,620,984.00 is available within the Gateway Bond Fund.

Recommendation
The resolution be approved.
Bid notices were sent to 990 contractors. Of those, 323 are M/WBE.

On April 12, 2019, bids were received for the Promenade Court/Promenade Parkway Medians, Paving, Drainage, Water and Wastewater Improvement Project. Purchasing has assigned ITB # 009D-19F for tracking purposes. The following is a tabulation of the bids received:

<table>
<thead>
<tr>
<th>Bidder</th>
<th>Base Bid</th>
<th>Alternates</th>
<th>Total Bid</th>
<th>Calendar Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>SYB Construction Company, Inc</td>
<td>$1,239,604.00</td>
<td>$381,380.00</td>
<td>$1,620,984.00</td>
<td>135</td>
</tr>
<tr>
<td>Tiseo Paving Co</td>
<td>$1,422,974.70</td>
<td>$403,700.00</td>
<td>$1,826,674.70</td>
<td>135</td>
</tr>
</tbody>
</table>

**ATTACHMENTS:**

Promenade Court Exhibit  (JPG)

**CURRENT YEAR FINANCIAL IMPACT:**

<table>
<thead>
<tr>
<th>XXXXXXXXXXXXX</th>
<th>Budget 1,620,984.00</th>
<th>Actual: 1,620,984.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>P0</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Budget Transfer Required: No

**REVISION INFORMATION:**

Last Updated: 6/14/2019 10:18 AM by Dean James Roggia
BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS:

SECTION I. THAT the City Council hereby approves and accepts the bid of SYB Construction Company, Inc., in the amount of $1,620,984.00 for the Promenade Court/Promenade Parkway Medians Paving, Drainage, Water & Wastewater Improvements Project and authorizes the Mayor, upon receipt of all necessary documents from said company and upon approval of the City Attorney’s Office, to execute any necessary contract.

SECTION II. THAT funding for this expenditure is available in the Gateway Bond Fund.

SECTION III. THAT this resolution shall take effect from and after its final date of passage, and it is accordingly so ordered.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS, on June 20, 2019.

____________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

____________________________
Shanae Jennings
City Secretary

APPROVED AS TO FORM:

____________________________
Kuruvilla Oommen
City Attorney
Resolution -- Awarding Change Order No. 1 to Thalle Construction Company, Inc. in the Amount of $727,105.50 for the Southwest Interceptor Improvements Project

Administrative Comments

1. This item is recommended by the Capital Improvement Department. This item supports Objective 2.4: Maintain and extend water, wastewater and storm water systems.

2. Impact: This work is part of the Water Utilities Department Wastewater Master Plan to provide additional capacity to the wastewater system serving Southwest Irving. This project impacts 292 residential and 19 commercial properties and will improve the wastewater system within District 1 and 4.

3. This project has been previously presented to the Transportation and Natural Resources Committee on June 7, 2017 for award and on October 3, 2018 as part of the September 21 & 22 flash flooding damage across the city.

4. On June 8, 2017, the City Council awarded the Southwest Interceptor Improvements Project to Thalle Construction Company, Inc. in the amount of $6,330,139.00.

5. This change order No. 1 provides additional funding for costs incurred on the project to address design and scope changes during construction, damage caused by severe storms, and damage to and extra preventive measures taken to protect public and private property improvements due to extremely loose soils encountered.

6. This change order increases the contract amount by 11.50% and contract time by 51 calendar days to the original contract for a new contract amount of $7,057,244.50.

7. Funding in the amount of $727,105.50 is available within the Water and Sewer System Non-Bond CIP Fund.

Recommendation

The resolution be approved.

ADDITIONAL COMMENTS:

Contract Required: Yes  Review Completed By: N/A
Previous Action: 2017-212  Council Action: Approved by Council

Discretionary Contract Disclosure Form Required: No
Certificate of Interested Parties (Form 1295) Required: Yes
TGC 2270 Verification Form Required: Yes

On June 8, 2017, the City Council awarded the Southwest Interceptor Improvements Project to Thalle Construction Company, Inc. in the amount of $6,330,139.00. This contract provided
for the replacement of wastewater systems that impact approximately 292 residential and 19 commercial properties within Districts 1 and 4.
Change Order No. 1 adds $727,105.50 (11.50%) and 51 calendar days to the original contract for a new contract amount of $7,057,244.50.

ATTACHMENTS:

SW Interceptor Improvements CO1 (PDF)
Southwest Interceptor change order no. 1 (PDF)

CURRENT YEAR FINANCIAL IMPACT:

Account: 5422-3271-71401-913006    Budget: $727,105.50    Actual: $727,105.50
P0208295
Budget Adjustment/Transfer Required: No

REVISION INFORMATION:

Last Updated: 6/10/2019 11:02 AM by Jennifer Phillips
CITY OF IRVING

COUNCIL RESOLUTION NO. (ID # 10246)

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

SECTION I. THAT the City Council hereby approves Change Order No. 1 to the contract with Thalle Construction, Inc., in the amount of $727,105.50 for the Southwest Interceptor Improvements Project and the Mayor is authorized to execute the attached Change Order.

SECTION II. THAT funding for this expenditure is available within the Water and Sewer System Non-Bond CIP Fund.

SECTION III. THAT this resolution shall take effect from and after its final date of passage, and it is accordingly so ordered.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS, on June 20, 2019.

____________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

____________________________
Shanae Jennings
City Secretary

APPROVED AS TO FORM:

____________________________
Kuruvilla Oommen
City Attorney
## Change Order No. 1

**Project:** SOUTHWEST INTERCPTOR IMPROVEMENTS  
**Contractor:** THALLE CONSTRUCTION COMPANY, INC.  
**Resolution No.:** 2017-212

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Qty</th>
<th>Unit</th>
<th>Price</th>
<th>Additions</th>
<th>Non-Performance</th>
</tr>
</thead>
<tbody>
<tr>
<td>35-129A</td>
<td>ARROW BOARD</td>
<td>5</td>
<td>WK</td>
<td>$352.00</td>
<td>$1,760.00</td>
<td></td>
</tr>
<tr>
<td>35-130A</td>
<td>PORTABLE CHANGEABLE MESSAGE BOARD</td>
<td>10</td>
<td>WK</td>
<td>$807.00</td>
<td>$8,070.00</td>
<td></td>
</tr>
<tr>
<td>35-131A</td>
<td>TEMPORARY RIDING SURFACE</td>
<td>400</td>
<td>SY</td>
<td>$80.54</td>
<td>$32,216.00</td>
<td></td>
</tr>
<tr>
<td>35-132A</td>
<td>18&quot; CIPP STRUCTURAL LINER</td>
<td>944</td>
<td>LF</td>
<td>$84.53</td>
<td>$79,791.60</td>
<td></td>
</tr>
<tr>
<td>35-133A</td>
<td>REVISIONS TO 19 FRP T-BASE MANHOLES</td>
<td>1</td>
<td>LS</td>
<td>$36,478.90</td>
<td>$36,478.90</td>
<td></td>
</tr>
<tr>
<td>35-134A</td>
<td>CONCRETE CAP ON 54&quot; CASING PIPE ACROSS WEST IRVING CREEK</td>
<td>55</td>
<td>LF</td>
<td>$869.30</td>
<td>$47,811.50</td>
<td></td>
</tr>
<tr>
<td>35-135A</td>
<td>6-INCH BIOTECH FILTERED WWMH VENT</td>
<td>1</td>
<td>EA</td>
<td>$5,141.00</td>
<td>$5,141.00</td>
<td></td>
</tr>
<tr>
<td>35-136A</td>
<td>CUT-CAP-DISPOSE 27-IN ABANDONED WW MAIN</td>
<td>1</td>
<td>LS</td>
<td>$7,820.00</td>
<td>$7,820.00</td>
<td></td>
</tr>
<tr>
<td>35-137A</td>
<td>SLIDING GATE INFRASTRUCTURE BY THALLE</td>
<td>1</td>
<td>LS</td>
<td>3,483.50</td>
<td>3,483.50</td>
<td></td>
</tr>
<tr>
<td>35-138A</td>
<td>24'x6'x2 MOTORIZED SLIDING SECURITY GATE (REM &amp; RPL)</td>
<td>1</td>
<td>LS</td>
<td>$17,053.35</td>
<td>$17,053.35</td>
<td></td>
</tr>
<tr>
<td>35-139A</td>
<td>SENTEX KEYPAD (REM &amp; RPL)</td>
<td>1</td>
<td>LS</td>
<td>$4,301.00</td>
<td>$4,301.00</td>
<td></td>
</tr>
<tr>
<td>35-140A</td>
<td>36-IN x 6-IN DIA PIPE RAIL FENCE (REM &amp; RPL INCL SAFETY RED PAINTING)</td>
<td>150</td>
<td>LF</td>
<td>$29.90</td>
<td>4,485.00</td>
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</tr>
<tr>
<td>35-141A</td>
<td>6-FT CHAIN LINK FENCE W/ 3 STRANDS BARBED WIRE (REM &amp; RPL)</td>
<td>200</td>
<td>LF</td>
<td>$37.95</td>
<td>7,590.00</td>
<td></td>
</tr>
<tr>
<td>35-142A</td>
<td>8-INCH REINFORCED CONCRETE DRIVEWAY REPAIR</td>
<td>179</td>
<td>SY</td>
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<td>8-INCH REINFORCED CONCRETE DRIVEWAY APPROACH</td>
<td>146</td>
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<tr>
<td>35-144A</td>
<td>BORE FOR 6-IN PVC WW CONSTRUCTION (BOTOC, ENCSMNT NOT REQO, CERTAFLO PIPE)</td>
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<td>LF</td>
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<td>35-145A</td>
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<td>100</td>
<td>LF</td>
<td>$320.00</td>
<td>32,000.00</td>
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<td>36-IN WW CONSTRUCTION (BOTOC, DOES NOT INCL CARRIER PIPE)</td>
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<td>LF</td>
<td>$900.00</td>
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<td>19,950.00</td>
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<tr>
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<td>2500</td>
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<td>35-149A</td>
<td>6-IN THICK CONCRETE CHANNEL REPLACEMENT</td>
<td>1600</td>
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<td>88,000.00</td>
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<tr>
<td>35-150A</td>
<td>4-IN THICK NON-RREINF CONC CHANNEL REPLACEMENT (INCL DOWEL-ON ANCHOR JOINT)</td>
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<td>7,334.00</td>
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<tr>
<td>35-151A</td>
<td>6-IN FLEXIBLE BASE &amp; SUBGRADE MATERIAL</td>
<td>5000</td>
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<td>52 (35-52)</td>
<td>SLIP LINE 8” OR21 HDPE INSIDE EX 18” WASTEWATER</td>
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<td>LF</td>
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<td>34,928.00</td>
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<tr>
<td></td>
<td>Total</td>
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<td></td>
<td>$762,033.50</td>
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</tr>
<tr>
<td></td>
<td>Net Total</td>
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<td>$727,105.50</td>
<td>(34,928.00)</td>
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<tr>
<td></td>
<td>Existing Contract</td>
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<td>$6,330,139.00</td>
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<tr>
<td></td>
<td>New Contract</td>
<td></td>
<td></td>
<td>$7,057,244.50</td>
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</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Number of Calendar Days in Existing Contract</th>
<th>Number of Additional Calendar Days</th>
<th>Total Number of Calendar Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>360</td>
<td>51</td>
<td>411</td>
</tr>
</tbody>
</table>

I (WE) DO HEREBY AGREE TO PERFORM THE WORK INDICATED ABOVE UNDER COLUMN 6 AND/OR TO THE NON-PERFORMANCE OF THE WORK INDICATED ABOVE UNDER COLUMN 7 IN CONSIDERATION FOR PAYMENT AND COMPENSATION AS INDICATED ABOVE AND AS PROVIDED FOR IN THE GENERAL CONDITION OF AGREEMENT. FURTHER, I (WE) WAIVE AND FOREVER RELEASE ANY CLAIM AGAINST THE OWNER FOR ADDITIONAL TIME OR COMPENSATION FOR MATTERS RELATING TO, ARISING OUT OF, OR RESULTING FROM THE WORK INCLUDED WITHIN OR AFFECTED BY THE EXECUTED CHANGE ORDER.

AGREED:

BY: 

Stephen E. Kohler

(Printed Name)

APPROVAL REQUESTED:  

APPROVED AND AGREED TO:  

S. CASEY TATE, CIP DIRECTOR  

MAYOR RICHARD H. STOPPER

City of Irving | 825 W. Irving Blvd. | Irving, TX 75060 | (972) 721-2600 | www.cityofirving.org

Packet Pg. 101
Form TGC 2270

VERIFICATION REQUIRED BY TEXAS GOVERNMENT CODE CHAPTER 2270

Please read both pages.

By signing below, Company hereby verifies the following:

1. Company does not boycott Israel; and
2. Company will not boycott Israel during the term of the contract.

SIGNED BY: ________________________________

Print Name & Title: Stephen E. Kohler, President & COO

Company Name: Thalle Construction Co., Inc.

Date Signed: June 6, 2019

NOTARIZATION

THE STATE OF North Carolina

COUNTY OF Orange

BEFORE ME, the undersigned notary public on this day personally appeared Stephen E. Kohler, on behalf of Thalle Construction Co., Inc. (Company Name), who, being duly sworn, stated under oath that he/she has read the foregoing verification required by Texas Government Code Section 2270.002 and said statements contained therein are true and correct.

SWORN TO AND SUBSCRIBED before me on the 6th day of June, 2019.

NOTARY PUBLIC IN AND FOR THE STATE OF North Carolina

The following definitions apply to TEXAS GOVERNMENT CODE SECTION 2270.001:

(1) "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

(2) "Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit, but does not include a sole proprietorship.

State law requires verification from a Company for a contract involving goods or services: (1) between a government entity and a Company with 10 or more full-time employees, and (2) that has a value of $100,000 or more to be paid wholly or partly from public funds, before the City can enter into the contract.

LSR #__________
## Change Order No. 1

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Item Description</th>
<th>Qty</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Additions</th>
<th>Non-Performance</th>
</tr>
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<tr>
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<td>10</td>
<td>WK</td>
<td>$807.00</td>
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<td></td>
</tr>
<tr>
<td>35-131A</td>
<td>TEMPORARY RIDING SURFACE</td>
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<td>SY</td>
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</tr>
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<td>55</td>
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<td>$47,811.50</td>
<td></td>
</tr>
<tr>
<td>35-135A</td>
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<td>1</td>
<td>EA</td>
<td>$5,141.00</td>
<td>$5,141.00</td>
<td></td>
</tr>
<tr>
<td>35-136A</td>
<td>CUT-CAP-DISPOSE 27-IN ABANDONED VW MAIN</td>
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<td>LS</td>
<td>$7,820.00</td>
<td>$7,820.00</td>
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</tr>
<tr>
<td>35-137A</td>
<td>SLIDING GATE INFRASTRUCTURE BY THALLE</td>
<td>1</td>
<td>LS</td>
<td>$3,483.50</td>
<td>$3,483.50</td>
<td></td>
</tr>
<tr>
<td>35-138A</td>
<td>24&quot;x6&quot;x2 MOTORIZED SLIDING SECURITY GATE (REM &amp; RPL)</td>
<td>1</td>
<td>LS</td>
<td>$17,053.35</td>
<td>$17,053.35</td>
<td></td>
</tr>
<tr>
<td>35-139A</td>
<td>SENTEX KEYPAD (REM &amp; RPL)</td>
<td>1</td>
<td>LS</td>
<td>$4,301.00</td>
<td>$4,301.00</td>
<td></td>
</tr>
<tr>
<td>35-140A</td>
<td>36-IN x 6-IN DIA PIPE RAIL FENCE (REM &amp; RPL INCL SAFETY RED PAINTING)</td>
<td>150</td>
<td>LF</td>
<td>$29.50</td>
<td>$4,478.00</td>
<td></td>
</tr>
<tr>
<td>35-141A</td>
<td>6-FT CHAIN LINK FENCE W/ 3 STRANDS BARBED WIRE (REM &amp; RPL)</td>
<td>200</td>
<td>LF</td>
<td>$37.95</td>
<td>$7,590.00</td>
<td></td>
</tr>
<tr>
<td>35-142A</td>
<td>8-INCH REINFORCED CONCRETE DRIVEWAY REPAIR</td>
<td>179</td>
<td>SY</td>
<td>$186.87</td>
<td>$33,449.73</td>
<td></td>
</tr>
<tr>
<td>35-143A</td>
<td>8-INCH REINFORCED CONCRETE DRIVEWAY APPROACH</td>
<td>146</td>
<td>SY</td>
<td>$207.52</td>
<td>$30,257.92</td>
<td></td>
</tr>
<tr>
<td>35-144A</td>
<td>BORE FOR 6-IN PVC WW CONSTRUCTION (BOTOC, ENCSMNT NOT REQD, CERTAFLO PIPE)</td>
<td>211</td>
<td>LF</td>
<td>$300.00</td>
<td>$63,300.00</td>
<td></td>
</tr>
<tr>
<td>35-145A</td>
<td>BORE FOR 8-IN PVC WW CONSTRUCTION (BOTOC, ENCSMNT NOT REQD, CERTAFLO PIPE)</td>
<td>100</td>
<td>LF</td>
<td>$320.00</td>
<td>$32,000.00</td>
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<tr>
<td>35-146A</td>
<td>36-IN WW CONSTRUCTION (BOTOC, DOES NOT INCL CARRIER PIPE)</td>
<td>13</td>
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<td>$900.00</td>
<td>$11,700.00</td>
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<tr>
<td>35-147A</td>
<td>42-IN WW CONSTRUCTION (BOTOC, DOES NOT INCL CARRIER PIPE)</td>
<td>19</td>
<td>LF</td>
<td>$1,050.00</td>
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<tr>
<td>35-148A</td>
<td>6-IN THICK CONCRETE PAVEMENT (REMOVE &amp; REPLACE)</td>
<td>2500</td>
<td>SY</td>
<td>$58.00</td>
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<td>35-149A</td>
<td>6-IN THICK CONCRETE CHANNEL REPLACEMENT</td>
<td>1600</td>
<td>SY</td>
<td>$55.00</td>
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<tr>
<td>35-150A</td>
<td>4-IN THICK NON-RENF CONC CHANNE, REPLACEMENT (INCL DOWEL-ON ANCHOR JOINT)</td>
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<tr>
<td>35-151A</td>
<td>6-IN FLEXIBLE BASE &amp; SUBGRADE MATERIAL</td>
<td>5000</td>
<td>SY</td>
<td>$15.00</td>
<td>$75,000.00</td>
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</table>

| Total       | $762,033.50 | $34,928.00 |
| Net Total   | $727,105.50 |
| Existing Contract | $6,330,139.00 |
| New Contract | $7,057,244.50 |

I (WE) DO HEREBY AGREE TO PERFORM THE WORK INDICATED ABOVE UNDER COLUMN 6 AND/OR TO THE NON-PERFORMANCE OF THE WORK INDICATED ABOVE UNDER COLUMN 7 IN CONSIDERATION FOR PAYMENT AND COMPENSATION AS INDICATED ABOVE AND AS PROVIDED FOR IN THE GENERAL CONDITION OF AGREEMENT. FURTHER, I (WE) WAIVE AND FOREVER RELEASE ANY CLAIM AGAINST THE OWNER FOR ADDITIONAL TIME OR COMPENSATION FOR MATTERS RELATING TO, ARISING OUT OF, OR RESULTING FROM THE WORK INCLUDED WITHIN OR AFFECTED BY THE EXECUTED CHANGE ORDER.

AGREED:

BY:

Stephen E. Kohler
(Printed Name)

APPROVAL REQUESTED:

S. Casey Tate, CD

APPROVED AND AGREED TO:

Mayor Richard H. Stopfer

City of Irving | 825 W. Irving Blvd. | Irving, TX 75060 | (972) 721-2600 | www.cityofirving.org
Resolution -- Approving Payment to Xerox Corporation in the Estimated Amount of $98,000.00 for Managed Print Services

Administrative Comments

1. This item is recommended by the Information Technology Department.

2. Impact: Xerox provides city-wide enterprise print management for the lease of 90 multi-function copiers and two print shop high-capacity production copiers. Additionally they provide support for 165 city-owned networked printers, a part-time support technician and all supplies and consumables exclusive of paper.

3. The current five year contract approved by City Council on June 4, 2015 by RES-2015-189 included a master services agreement and three sub orders riding beneath it for copier leases and other support services. The June 4, 2015 agenda item requested estimated expenditures over the five year period of $2,440,000 up to June 7, 2019, which was the expiration of the master services agreement. However, the sub orders do not expire until June 30, 2019. Since funding appropriation also ended on June 7, 2019 per the original agenda item; this is a request for additional appropriation to pay the remaining payments for services rendered through June 30, 2019, estimated to be $98,000.00. This will complete this five year contract.

4. Funding in the amount of $98,000.00 is available in the Information Technology Department budget within the General Fund.

Recommendation

The resolution be approved.

ADDITIONAL COMMENTS:

| Contract Required: | No |
| Previous Action: | 2015-189 |
| Discretionary Contract Disclosure Form Required: | No |
| Certificate of Interested Parties (Form 1295) Required: | No |
| TGC 2270 Verification Form Required: | No |

CURRENT YEAR FINANCIAL IMPACT:

| 1001-2310-561603-100 | Budget: $98,000.00 | Actual: $98,000.00 |
| P02XXX | Budget Adjustment Required: | No |

REVISION INFORMATION:

Prepared: 5/30/2019 03:23 PM by Laura Herrera
Last Updated: 6/13/2019 05:52 PM by Carolyn Matthis
CITY OF IRVING

COUNCIL RESOLUTION NO. (ID # 10241)

WHEREAS, the Irving City Council approved an agreement with Xerox Corporation for Managed Print Services on June 4, 2015 by Resolution 2015-189 for the period of June 8, 2015 through June 7, 2019 for a total estimated amount of $2,440,000.00;

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

SECTION I. THAT the City Council hereby approves payment to Xerox Corporation for the final Managed Print Services order invoice under said agreement in an estimated total amount of $98,000.00.

SECTION II. THAT funding for this expenditure is available in the Information Technology budget within the General Fund.

SECTION III. THAT this resolution shall take effect from and after its final date of passage, and it is accordingly so ordered.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS, on June 20, 2019.

____________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

____________________________
Shanae Jennings
City Secretary

APPROVED AS TO FORM:

____________________________
Kuruvilla Oommen
City Attorney
Resolution -- Approving a One Year Contract with Xerox Corporation for Managed Print Services in the Total Estimated Amount of $730,000.00 through the National Intergovernmental Purchasing Alliance Company (National IPA)

Administrative Comments
1. This item is recommended by the Information Technology Department.
2. **Impact:** Approving this contract allows for citywide enterprise print management services, continuation of the lease of 106 multi-function copiers, two print shop high capacity production copiers, and 170 networked printers, toner and consumables. Xerox also provides one outsourced support technician who works part-time to concentrate on resolving copier support calls, allowing city IT staff to concentrate on other duties.
3. The attached Services Master Agreement will be for a period of one year and will be governed by the National IPA Contract No. R171406 for Managed Print Services.
4. Funding for Fiscal Year 2018-19 is available in the Information Technology Department budget within the General Fund, while funding for Fiscal Year 2019-20 is subject to budget appropriation.

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Contract Term</th>
<th>Total Estimated Amount</th>
<th>Fiscal Year(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Xerox Corporation</td>
<td>6/21/2019 – 6/30/2020</td>
<td>$182,500.00</td>
<td>2018-19</td>
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<tr>
<td></td>
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<td>$365,000.00</td>
<td>2019-20</td>
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<td><strong>TOTAL</strong></td>
<td></td>
<td><strong>$730,000.00</strong></td>
<td></td>
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</table>

Recommendation
The resolution be approved.

ADDITIONAL COMMENTS:
- Contract Required: Yes
- Previous Action: None
- Discretionary Contract Disclosure Form Required: No
- Certificate of Interested Parties (Form 1295) Required: No
- TGC 2270 Verification Form Required: Yes
- Review Completed By: Carolyn Matthis
- Council Action: None

Comments: The City of Irving entered into a Master Intergovernmental Cooperative Purchasing Agreement with National IPA on August 6, 2015. This purchase under
National IPA contract #R171406 which expires on February 28, 2021 meets competitive bid requirements with the State of Texas statutes, rules, policies and procedures and has been determined to offer pricing that is reasonable and within budget.

CURRENT YEAR FINANCIAL IMPACT:

<table>
<thead>
<tr>
<th>Code</th>
<th>Budget</th>
<th>Actual</th>
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</thead>
<tbody>
<tr>
<td>1001-2310-561603-100</td>
<td>$182,500.00</td>
<td>$182,500.00</td>
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<tr>
<td>P0214________</td>
<td>Budget Adjustment/Transfer Required: No</td>
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</tr>
</tbody>
</table>

REVISION INFORMATION:

Prepared: 6/5/2019 01:23 PM by Jerry Perry
Last Updated: 6/13/2019 02:55 PM by Carolyn Matthis
CITY OF IRVING

COUNCIL RESOLUTION NO. (ID # 10251)

WHEREAS, the City of Irving is authorized, pursuant to Sections 271, Texas Local Government Code, and Section 791.025, Texas Government Code, to enter into cooperative purchase agreements and is deemed thereby to satisfy state laws requiring competitive bidding; and

WHEREAS, the City of Irving entered into an Master Intergovernmental Cooperative Purchasing Agreement with National Intergovernmental Purchasing Alliance Company (National IPA) on August 6, 2015;

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

SECTION I. THAT the City Council hereby approves a Services Master Agreement between the City of Irving and Xerox Corporation and authorizes expenditures in the estimated amount of $182,500.00 for the period of June 21, 2019, through September 30, 2019, and in the estimated amount of $547,500.00 for the period of October 1, 2019, through June 30, 2020, subject to funds being appropriated in Fiscal Year 2019-20, for Managed Print Services through National IPA Contract No. R171406, and the Mayor is authorized to execute said agreement upon approval of the City Attorney’s Office.

SECTION II. THAT funding for these expenditures is available in the Information Technology Department budget within the General Fund.

SECTION III. THAT this resolution shall take effect from and after its final date of passage, and it is accordingly so ordered.
PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS, on June 20, 2019.

____________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

____________________________
Shanae Jennings
City Secretary

APPROVED AS TO FORM:

____________________________
Kuruvilla Oommen
City Attorney
Resolution -- Approving the Purchase from GTS Technology Solutions, Inc., in the Total Estimated Amount of $163,800.00 for the Purchase of 160 Mobile Routers through the State of Texas Department of Information Resources (DIR)

Administrative Comments

1. This item is recommended by the Information Technology Department.

2. **Impact:** As part of the Information Technology Department’s 5-year strategic plan, this item will provide for the replacement of the Police Department’s existing mobile routers that are at the end of product life cycle. These new mobile routers will be needed to support the video and computer hardware projected to be replaced.

3. This purchase is supported by a Vendor/Member contract between the City of Irving and GTS Technology Solutions, Inc. utilizing DIR-TSO-3652 which expires on November 4, 2019. The contract was approved by Administrative Award No. 6221 on April 17, 2019.

4. Funding in the amount of $163,800.00 is available in the Radio Communications System Bond Fund.

**Recommendation**

The resolution be approved.

ADDITIONAL COMMENTS:

- **Contract Required:** No
- **Review Completed By:** N/A
- **Previous Action:** None
- **Council Action:** None
- **Discretionary Contract Disclosure Form Required:** No
- **Certificate of Interested Parties (Form 1295) Required:** No
- **TGC 2270 Verification Form Required:** No

**Comments:** This purchase will be made through DIR-TSO-3652 which has been negotiated by the Department of Information Resources (DIR), a state agency created in 1989 per Texas Government Code Chapter 2054, the Information Resources Management Act. Purchases under this contract meet competitive bid requirements with the State of Texas statutes, rules, policies and procedures. Prices are reasonable and within budget.

ATTACHMENTS:

Quote (PDF)
CURRENT YEAR FINANCIAL IMPACT:

4065-2310-56101-918010  Budget: $163,800.00  Actual: $163,800.00
P0213671
Budget Adjustment/Transfer Required:  No

REVISION INFORMATION:

Prepared:  5/9/2019 03:24 PM by Laura Herrera
Last Updated:  5/28/2019 09:48 AM by Laura Herrera
CITY OF IRVING

COUNCIL RESOLUTION NO. (ID # 10153)

WHEREAS, the City of Irving is authorized, to utilize contracts which have been negotiated by the State of Texas Department of Information Resources (DIR), a state agency created in 1989 per Texas Government Code Chapter 2054, the Information Resources Management Act, whose contracts meet competitive bid requirements with the State of Texas statutes, rules, policies, and procedures; and

WHEREAS, the City of Irving entered into Vendor/Member Contracts Pursuant to a Cooperative Purchasing Agreement with GTS Technology Solutions, Inc., for as-needed purchases utilizing DIR-TSO-3652 for Surveillance, Security & Monitoring Products & Related Services through DIR on April 17, 2019;

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

SECTION I. THAT the City Council hereby approves the purchase from GTS Technology Solutions, LLC, for 160 Mobile Routers in the total estimated amount of $163,800.00 utilizing DIR-TSO-3652 through DIR.

SECTION II. THAT funding for this expenditure is available in the Radio Communications System Bond Fund.

SECTION III. THAT this resolution shall take effect from and after its final date of passage, and it is accordingly so ordered.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS, on June 20, 2019.

____________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

_____________________________
Shanae Jennings
City Secretary

APPROVED AS TO FORM:

_____________________________
Kuruvilla Oommen
City Attorney
### Quote

**Quote #:** QT0042066  
**Date:** 6/10/2019  
**Delivery Date:** 6/10/2019  
**Expire Date:** 7/9/2019  
**Customer ID:** TXIRVG13003  
**Sales Contact:** Tanner Funke

---

**QUOTE FOR:**  
City of Irving

**SHIP TO:**  
City of Irving

<table>
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<tr>
<th>CUSTOMER P.O. NO.</th>
<th>TERMS</th>
<th>SALES REP</th>
<th>SHIPPING TERMS</th>
<th>SHIP VIA</th>
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<td>Cradlepoint IBR900</td>
<td>Net 30 Days</td>
<td>JD Rowell</td>
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<tr>
<th>NO.</th>
<th>ITEM</th>
<th>CONTRACT</th>
<th>QTY.</th>
<th>UOM</th>
<th>PRICE</th>
<th>EXTENDED PRICE</th>
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<tr>
<td>1</td>
<td>MA5-0900600M-NNA: CRADLEPOINT INC : 5-yr NetCloud Essentials for Mobile Routers (Prime) with support and IBR900 router with WiFi (600Mbps modem), no AC power supply or antennas, North America</td>
<td>DIR-TSO-3652</td>
<td>160.00</td>
<td>EACH</td>
<td>$1,023.75</td>
<td>$163,800.00</td>
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</table>

**NOTE:** MSRP: $1379.00

---

For questions regarding this quote, please contact Tanner Funke at 512-681-6268. This quote is valid for 30 days unless otherwise noted.

These prices do NOT include taxes, insurance, shipping, delivery, setup fees, or any cables or cabling services or material unless specifically listed above. All prices are subject to change without notice. Supply subject to availability.

Total Weight (EACH): 0  
Total Volume (EACH): 0  
Sales Total: $163,800.00  
Freight & Misc.: $0.00  
Tax Total: $0.00  
Total (USD): $163,800.00
Resolution -- Approving a Single Source Purchase Agreement with Municipal Valve & Equipment, in an Amount Not to Exceed $100,023.00 for Three Check Valves for the MacArthur Pump Station

Administrative Comments
1. This item is recommended by the Water Utilities Department. It supports Strategic Objective 2.4 – Maintain and extend water, wastewater and storm water systems.

2. Impact: The three new check valves will replace existing check valves at the MacArthur Pump Station that are worn, cannot be repaired and at risk of failure. The check valves keep the pump station operating properly by preventing water from flowing backwards through the pumps.

3. Crispin check valves from Municipal Valve & Equipment are in use at the Hackberry Pump Station and Northgate Pump Station.

4. Crispin check valves have proven to be of high quality and are easy to maintain.

5. Crispin check valves are the City’s standard at water pump station facilities.

6. Funding in the amount of $100,023.00 is available in the Water Utilities budget within the Water and Sewer System Fund.

Recommendation
The resolution be approved.

ADDITIONAL COMMENTS:

Contract Required: Yes  Review Completed By: Dean Roggia
Previous Action: N/A   Council Action: To be approved.
Discretionary Contract Disclosure Form Required: No
Certificate of Interested Parties (Form 1295) Required: Yes
TGC 2270 Verification Form Required: Yes

ATTACHMENTS:

Standard Contract Acknowledgment  (PDF)
Form TGC 2270  (PDF)

CURRENT YEAR FINANCIAL IMPACT:

5402-3271-71701-9100 Budget: $100,023.00  Actual: $100,023.00
P0213993

Budget Adjustment/Transfer Required: No

REVISION INFORMATION:
BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS:

SECTION I. THAT the City Council hereby approves the attached agreement between the City of Irving and Municipal Valve & Equipment for three check valves for the MacArthur Pump Station in an amount not to exceed $100,023.00, and the Mayor is authorized to execute said agreement.

SECTION II. THAT funding for this expenditure is available in the Water Utilities budget within the Water and Sewer System Fund.

SECTION III. THAT this resolution shall take effect from and after its final date of passage, and it is accordingly so ordered.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS, on June 20, 2019.

_______________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

_______________________________
Shanae Jennings
City Secretary

APPROVED AS TO FORM:

_______________________________
Kuruvilla Oommen
City Attorney
STANDARD CONTRACT AND ACKNOWLEDGMENT
Attachment H-10

STATE OF TEXAS
COUNTY OF DALLAS
CITY OF IRVING

KNOW ALL PERSONS BY THESE PRESENTS:

I.

Conditioned upon Vendor being awarded by the Irving City Council, or award being made administratively, the solicited items set out in Exhibit A, and upon order of the City of Irving, Texas, a municipal corporation located in Dallas County, Texas and incorporated as a home rule city under the Constitution of the State of Texas ("City"), Vendor does hereby agree to furnish and/or deliver to City in accordance with the terms of Vendor’s Sole or Single Source Letter and any Specifications in above referenced Exhibit, the goods and/or services listed as awarded to vendor in the Irving City Council resolution awarding such goods and/or services, or listed in the Administrative Award ("Contract"). Execution of said Resolution or Administrative Award shall evidence City’s acceptance of this Contract.

II.

City agrees to pay Vendor for goods and/or services at the unit price listed upon Exhibit A with payment being subject to any discount terms stated or agreed upon, and subject to any payment terms contained elsewhere within this Contract and its attachments. Any purchase of goods and/or services so that the cumulative total of payments under this Contract exceeds the amount authorized in the City Council Resolution or Administrative Award may require additional authorization.

III.

It is understood that the following documents are incorporated as if written word for word in this Contract and should be interpreted in the following order if any conflict(s) exist:

1. This Contract;
2. Supplier Response document from the Vendor (Exhibit A);
3. Standard Terms & Conditions;
4. Insurance Requirements

IV.

The date of any payment, whether net or gross, shall be determined by calculating the number of days after receipt of invoices from Vendor, or after reasonable verification as to the requirements specified, whichever is later.

V.

THE VENDOR (THE “INDEMNIFYING PARTY”), SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY, TOGETHER WITH THE CITY’S OFFICERS, AGENTS, COUNCIL MEMBERS, EMPLOYEES, ATTORNEYS AND REPRESENTATIVES (COLLECTIVELY, INCLUDING THE CITY, THE “CITY INDEMNIFIED PARTIES”), FROM AND AGAINST ANY AND ALL DAMAGES, LIABILITIES, DEMANDS, CAUSES OF ACTION, CLAIMS, JUDGMENTS, SUITS, COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEYS’ FEES) MADE BY ANY THIRD-PARTY, TO THE EXTENT ARISING FROM OR RELATED TO THE SERVICES PROVIDED BY THE VENDOR PURSUANT TO THIS CONTRACT (COLLECTIVELY, “INDEMNIFIED CLAIMS”), REGARDLESS OF THE LEGAL THEORY ASSERTED BY ANY THIRD PARTIES AND REGARDLESS OF WHETHER THE DAMAGES OR CLAIMS OF THIRD PARTIES ARE KNOWN OR FULLY APPRECIATED AT THIS TIME BY VENDOR OR THE CITY. THE INDEMNITIES IN THIS CONTRACT ARE SPECIFICALLY INTENDED TO OPERATE AND BE APPLICABLE EVEN IF IT IS ALLEGED OR PROVED THAT ALL OR SOME OF THE DAMAGES BEING SOUGHT WERE CAUSED IN WHOLE OR IN PART BY ANY ACT, ERROR, OMISSION, NEGLIGENCE, GROSS NEGLIGENCE, INTENTIONAL CONDUCT, BREACH OF CONTRACT, BREACH OF WARRANTY, VIOLATION OF STATUTE OR COMMON LAW, VIOLATIONS OF THE STATE OR FEDERAL CONSTITUTIONS, OR ANY OTHER CONDUCT WHATSOEVER OF THE CITY INDEMNIFIED PARTIES. VENDOR SHALL GIVE TO THE CITY REASONABLE NOTICE OF ANY SUCH CLAIMS OR ACTIONS. VENDOR SHALL USE LEGAL COUNSEL REASONABLY ACCEPTABLE TO THE CITY IN CARRYING OUT ITS OBLIGATIONS HEREUNDER. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE EXPIRATION OR EARLY TERMINATION OF THIS CONTRACT. THIS INDEMNIFICATION IS NOT INTENDED TO APPLY TO CLAIMS MADE AGAINST THE CITY INDEMNIFIED PARTIES RESULTING FROM NEGLIGENT ACTS OF CITY EMPLOYEES COVERED UNDER SECTION 101.021 OF THE TEXAS CIVIL PRACTICE AND REMEDIES CODE.

The parties hereby acknowledge and agree that CITY is entering this Contract pursuant to its governmental function and that nothing contained in this Contract shall be construed as constituting a waiver of the CITY’S governmental
immunity from suit or liability, which is expressly reserved to the extent allowed by law. Notwithstanding anything to the contrary herein, the parties hereby acknowledge and agree that to the extent this Contract is subject to the provisions of Subchapter I of Chapter 271, TEXAS LOCAL GOVERNMENT CODE, as amended, the CITY'S immunity from suit is waived only as set forth in Subchapter I of Chapter 271, TEXAS LOCAL GOVERNMENT CODE. Further, the parties agree that this Contract is made subject to all applicable provisions of the Texas Civil Practices and Remedies Code ("CPRC"), including but not limited to all defenses, limitations, and exceptions to the limited waiver of immunity from liability provided in Chapter 101 and Chapter 75.

VI.

If Vendor fails in any manner to fully perform each and all of the terms, conditions and covenants of this Contract, Vendor shall be in default and notice of default shall be given to Vendor by the Purchasing Agent of the City. In the event that Vendor continues in default for a period of seven (7) days after receipt of the above-mentioned notice of default, City may terminate or cancel this Contract or at its option may purchase similar goods and/or services on the open market and recover from Vendor any difference in price thereof.

SIGNED this the ___7___ day of __June__________, A.D. 2019____.

Signature ____________________________

Name ____ Randy Greene ____________________________

Title _____ Sec/Treas.______________________________

Company Name ____ Municipal Valve & Equipment ____________________________

APPROVED and SIGNED this the ___ day of ________________, A.D. 2________.

______________________________
Richard H. Stopfer
MAYOR
STANDARD CONTRACT AND ACKNOWLEDGMENT

CORPORATE ACKNOWLEDGMENT

THE STATE OF Texas §
COUNTY OF Dallas §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared:

______Randy Greene_________ ________Sec/Treas__________
(Print Name) (Print Title)

of the corporation known as ____ Municipal Valve & Equipment ___, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of said corporation, that he or she was duly authorized to perform the same by appropriate resolution of the board of directors of such corporation and that he or she executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ___7_ day of __June_____, A.D., 2019

______________________________
Juna Hubacek Notary Public in and For County, Texas
My Commission expires: __312013023__

PARTNERSHIP ACKNOWLEDGMENT

THE STATE OF §
COUNTY OF §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day appeared:

______________________________
(Print Name) (Print Title)

of __________________________ a partnership, known to me to be the person and partner whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said partnership, and that she or he was duly authorized as a partner of such partnership to perform same for the purpose and consideration therein expressed, and in the capacity therein stated. GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ___ day of ___________, A.D., 2

______________________________
Notary Public In and For County, ________________
My Commission expires: __________________________

SINGLE ACKNOWLEDGMENT

THE STATE OF §
COUNTY OF §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared ____________, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed. GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ___ day of __________, A.D., __________

______________________________
Notary Public In and For County, ________________
My Commission expires: __________________________
CITY OF IRVING
Exhibit A
Pricing Sheet

This contract shall run for one year from the date of execution.

<table>
<thead>
<tr>
<th>Item</th>
<th>Estimated Quantity</th>
<th>Description</th>
<th>Unit Price</th>
<th>Est. Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>3</td>
<td>24in Tilting Disc Check Valve with Top Mounted Dashpot Assembly, Crispin Model TD241-TM. 24&quot; Class 125# Flanged Ends, Cast Iron Body, Ductile Iron Disc, Bronze Seats, Lined and Coated with 8+/-4 Mils DFT of Themec 141 Epoxy, 150 psi Maximum Working Pressure</td>
<td>$33,341.00</td>
<td>$100,023.00</td>
</tr>
<tr>
<td></td>
<td></td>
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<td></td>
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<tr>
<td>Total</td>
<td></td>
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<td>$100,023.00</td>
</tr>
</tbody>
</table>

Vendor's Signature: [Signature]

Company's Name: Municipal Valve & Equipment
STANDARD TERMS AND CONDITIONS
Attachment A-1

1. **Application**
   These standard terms and conditions shall apply to all City of Irving (hereafter "City") solicitations and procurements, unless specifically excepted in the solicitation specifications.

2. **Requirements**
   By signing this contract, the respondent agrees to provide the City of Irving with the specified goods or services described herein, in accordance with these standard terms and conditions, at the agreed upon price.

3. **Legal Compliance**
   Vendor or proposer must comply with all Federal, State and Local laws, statutes, ordinances, regulations and standards in effect at the time of delivery of goods and services, and must maintain any and all required licenses and certificates required under the same laws, statutes, ordinances, regulations and standards for services and/or goods provided in response to this solicitation.

4. **Estimated Quantities**
   If Exhibit A calls for unit pricing on specific items and identifies total estimated annual quantities, the quantities described for each item are estimates only and not guaranteed amounts. The actual amount ordered over the contract period may be more or less than the estimate. Quantities represent the City’s best estimate, based on past history and anticipated purchases.

5. **Discrepancies and Errors**
   In the case of a discrepancy between the unit price and the extended total for an item, the unit price will prevail.

6. **Inclusive Pricing**
   Pricing is to include all expenses, fees and charges related to the delivery of the specified goods or services. The City will not pay any additional charges other than the contract price unless requested by the City in writing.

7. **Firm Prices**
   Vendor’s prices remain in effect for the contract period specified in Exhibit A.

8. **MSDS**
   Vendors must submit Material Safety Data Sheets for any hazardous chemical quoted or supplied under this solicitation.

9. **Taxpayer Identification**
   Vendors must provide the City with a current W-9 “Request for Taxpayer Identification and Certification” before goods or services can be procured from the vendor.
10. Taxes
The City is exempt from all federal excise taxes and all state and local sales and use taxes. If such taxes are listed on a vendor's invoice, they will not be paid. Additionally, vendors cannot use the City's tax exemption status to purchase goods or services related to this solicitation.

11. Payment
Payment will be made after receipt of all invoiced goods. Vendor will be paid within thirty days of date invoice is received or date goods are received, whichever is later. Additional discount may be taken by the City based on the Summary Response Page. The discount date begins with the date the invoice is received or the date all items covered by the invoice are received, whichever is later. Vendor is entitled to interest, at a rate stipulated by state law, if payment is not made within thirty days.

12. Outstanding Liabilities
Vendors shall not have outstanding, unpaid liabilities owed to the City. Liabilities may include, but are not limited to, property taxes, hotel occupancy taxes, license or permit fees, and water bills. Bids will be considered non-responsive and not given further consideration if submitted by a vendor with such outstanding liabilities.

13. Offset
The City may, at its option, offset any amounts due and payable under a contract award under this solicitation against any debt lawfully due the City from a vendor, whether or not the amount due arises pursuant to the terms of the contract and whether or not the debt has been reduced to judgment by a court.

14. Independent Contractors
It is expressly agreed and understood by both parties that the City is contracting with the successful vendor as an independent contractor. The City shall not be liable for any claims which may be asserted by any third party occurring in connection with services performed by the successful vendor, and the successful vendor has no authority to bind the City.

15. New Products
The City will accept only new products, such products having not been used or owned by any entity, company or individual except the manufacturer and the manufacturer’s distributors. Used or reconditioned products will not be accepted unless specifically requested in the accompanying solicitation.

16. Warranties
Vendor warrants that any and all goods delivered are newly manufactured, free from defects in materials and workmanship, and conform in every respect to the City's specifications. Goods are warranted for one year from date of acceptance by the City, following delivery and inspection. If at any time during the twelve months following acceptance of the goods, said goods fail to perform their intended purpose or are discovered to be defective on nonconforming to the City's specifications, the vendor will replace the goods at no cost to the City, including any delivery or installation costs. This warranty shall be unconditional, except it shall not apply to damage caused by clear abuse or misuse by the City. If a manufacturer of goods or of component parts of goods provides a warranty longer than the period provided for herein, the provisions of this warranty shall not be construed to diminish or conflict with the manufacturer's warranty.

17. Governing Law
All information submitted in Exhibit A and any resulting contract shall be governed by, and construed in accordance with, the charter and ordinances of the City of Irving, and the Constitution and laws of the State of Texas.
18. **Assignment**
Vendor shall not assign, transfer, or pledge a contract awarded under this solicitation, in whole or in part, without the prior written consent of the City’s purchasing manager. Assignment of this contract, if approved by the City, shall not relieve the vendor’s obligations under the contract. Approval by the City of one assignment shall not constitute approval of any future assignment of the contract.

19. **Termination**
If vendor fails in any manner to fully perform each and all of the terms, conditions and covenants of this contract, he shall be in default and notice of default shall be given to the vendor by the City’s purchasing manager. In the event that the contractor continues in default for a period of seven (7) days after receipt of the above-mentioned notice of default, the City may terminate or cancel the contract. The City may also cancel a contract for convenience and without cause with thirty days’ notice. In any cancellation of contract, the City will pay the vendor for all goods received and accepted, and for all services provided and accepted up to and including the date of termination.

20. **Immunity Retained**
The City and Vendor hereby acknowledge and agree that City is entering this Agreement pursuant to its governmental function and that nothing contained in an awarded contract shall be construed as constituting a waiver of the City’s governmental immunity from suit or liability, which is expressly reserved to the extent allowed by law.

21. **Limited Waiver of Immunity**
Notwithstanding anything to the contrary herein, the City and Vendor hereby acknowledge and agree that to the extent this contract is subject to the provisions of Subchapter I of Chapter 271, TEXAS LOCAL GOVERNMENT CODE, as amended, the City’s immunity from suit is waived only as set forth in Subchapter I of Chapter 271, TEXAS LOCAL GOVERNMENT CODE.

Should a court of competent jurisdiction determine the City’s immunity from suit is waived in any manner other than as provided in Subchapter I of Chapter 271, TEXAS LOCAL GOVERNMENT CODE, as amended, the City and Vendor hereby acknowledge and agree that in a suit against the City for breach of this Agreement:
(a) The total amount of money awarded is limited to actual damages in an amount not to exceed the balance due and owed by City under the Agreement;
(b) The recovery of damages against City may not include consequential damages or exemplary damages;
(c) Vendor may not recover attorney’s fees; and
(d) Vendor is not entitled to specific performance or injunctive relief against the City.

22. **Venue**
The obligations of all parties under a contract awarded through this solicitation are performed in Dallas County, Texas, and if legal action is necessary to enforce same, exclusive venue shall be within Dallas County, Texas.

23. **Funding**
State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. The awarded contract amount shall be appropriated from lawfully available funds and Proposer shall have no right to demand payment from any other funds of the City. The City’s obligations under this Agreement shall not constitute a general obligation of the City or indebtedness under the constitution or laws of the State of Texas.

24. **Open Records**
Contract pricing is not considered confidential and is open to public inspection. Trade secrets and other material considered confidential by the vendor should be clearly marked as such. If a request is made under the Texas Open Records Act to inspect information designated as a trade secret or
confidential in said contract, the City will forward the appropriate documents to the Attorney General of Texas. It is your right to object to the release of your records by submitting written arguments to the Attorney General that one or more exceptions apply to your records and that the information should be protected from disclosure. Upon review of the vendor’s response, the Attorney General will make a determination as to the confidentiality of the requested material(s), or lack thereof, and the City will respond accordingly.
INSURANCE REQUIREMENTS

At his own expense, contractor shall procure and maintain for the duration of the proposed contract, insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of the work hereunder by the contractor, his agents, representatives, employees, or subcontractors. Said insurance shall be in the type(s) and minimum(s) listed below.

Workers' Compensation and Employers' Liability
Workers' Compensation Insurance with statutory limits as required by the Labor Code of the State of Texas and Employers' Liability Insurance with minimum limits of $100,000 per each accident, $500,000 disease policy limit, and $100,000 occupational disease per employee.

Workers' Compensation coverage shall be based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements which meet the statutory requirements of the Texas Labor Code and shall apply to all employees of the contractor providing services under the proposed contract. Sole Proprietors may request a waiver of this requirement if they have no employees. If services under this contract will not be performed on city property, the contractor may submit a written request for exemption from this requirement.

Commercial General Liability
Commercial General Liability Insurance with a minimum limit of $1,000,000 per occurrence for bodily injury, personal injury, and property damage. Aggregate Policy minimum limit of $1,000,000 will include coverage for, but is not limited to, Premises-Operations, Broad Form Contractual Liability, Broad Form Property Damage, Products and Completed Operations, Personal Injury, and Independent Contractors and Contractual Liability. Coverage under this policy shall be on an "occurrence" basis.

Business Automobile Liability Insurance
Automobile Liability Insurance with a minimum is of $500,000-Combined Single Limit. Coverage shall include all owned, hired, and non-owned vehicles used in performance of the proposed contract. The combined coverage limits of this insurance shall include bodily injury (including death) and property damage. If the performance of services under this contract will not require the use of vehicle(s) contractor may request, in writing, exemption from this requirement.

By submitting a bid or proposal without previously approved exceptions, contractor agrees to the following general provisions. Requests for exceptions to general provisions and/or coverages must be submitted with your price quote. Exceptions must be approved in writing by City's representative. The City will not accept requests for exceptions after quotes have been received.
General Provisions

1. **SCOPE** – These provisions apply to all contracted vendors unless specifically exempted in the proposed contract. Coverage shall state that the Contractor’s insurance shall apply separately to each insured against whose claim is made, or suit is brought, except to the limits of the insured’s liability.

2. **COVERAGE APPLICATION** – Contractor’s insurance must be primary as respect to the City, its officers, employees, elected officials, appointees, and volunteers and noncontributory with any other insurance, including self-insurance, maintained by the City for its benefit. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the City.

3. **DEDUCTIBLES AND SELF-INSURED RETENATIONS** – Any deductibles or self-insured retentions must be disclosed to the City. The City reserves the right to review the insurance obtained by the contractor, in comparison to the requirements specified in this section.

4. **ADDITIONAL INSURED** – The City of Irving, including its officers, officials, employees, Boards and Commissions, and volunteers shall be named as an additional insured by endorsement to the coverage listed herein, excluding Workers’ Compensation and Employers’ Liability (for which a waiver of subrogation is required to be issued in favor of the City), with regard to the insured’s activities as required by written contract. The coverage shall contain no special limitations on the scope of protection afforded to the City, and all premiums arising from the coverage herein shall be the responsibility of the insured.

5. **COVERAGE CONTINUATION AND CANCELLATION** – In the event any insurance policy shown on the certificate(s) of insurance has an expiration date prior to the completion of the contract, the contractor shall furnish the City proof of identical continued coverage no later than thirty days prior to the expiration date shown on the certificate. Failure to maintain continuous coverage during the term of the proposed contract, or failure to provide proof of coverage at any time during the term of the contract, may result in cessation of work and/or termination of the contract. Coverage shall not be canceled, non-renewed, or materially altered except after thirty days prior written notice by certified mail (return receipt requested) to Purchasing Manager, 835 W. Irving Blvd., Irving, Texas 75060.

6. **SUBROGATION** – Contractor must waive all rights of subrogation against the City of Irving for bodily injury (including death), property damage, or any other loss arising from work performed by the vendor for the City.

7. **RESPONSIBILITY** – Approval, disapproval, or failure to act by the City regarding any insurance supplied by the contractor or its subcontractors shall not relieve the contractor of full responsibility or liability for damages and accidents as set forth in the contract documents.

8. **ACCEPTABILITY** – The City retains the right to approve the acceptability of insurers. As a general rule, the City will accept insurers authorized to transact business in the State of Texas with an A. M. Best rating of "A- VI "or better.

9. **PAYMENT OF PREMIUMS** – Companies issuing insurance policies shall have no recourse against the City for payment of any premiums or assessments for any deductibles which are the sole responsibility and liability of the contractor.
10. PROOF OF INSURANCE - Proof of insurance shall be furnished to the City on the ACORD certificate form, provided the appropriate endorsements for Additional Insured and Amendment of Cancellation with 30-day notice are included. If requested by the City, the contractor must provide copy of the Declaration Page of the policy with all relevant policy endorsements, including endorsement showing City of Irving as additional insured, within fifteen days of request. Copy must be signed by the contractor and notarized. Required proof of insurance must be provided by awarded contractor before the City will authorize any work to be performed under this proposed contract. The City reserves the right to request a complete copy of all insurance policies at any time.

CONTRACTOR (Company Name) Municipal Valve & Equipment

SIGNATURE

PRINTED NAME Randy Greene

PRINTED TITLE Sec/Treas.
Form TGC 2270

VERIFICATION REQUIRED BY TEXAS GOVERNMENT CODE CHAPTER 2270
Please read both pages.

By signing below, Company hereby verifies the following:

1. Company does not boycott Israel; and
2. Company will not boycott Israel during the term of the contract.

SIGNED BY: ____________________________

Print Name & Title: Randy Greene

Company Name: Municipal Valve & Equipment

Date Signed: June 7, 2019

NOTARIZATION

THE STATE OF Texas §

COUNTY OF Dallas §

BEFORE ME, the undersigned notary public on this day personally appeared Randy Greene, on behalf of Municipal Valve & Equipment (Company Name), who, being duly sworn, stated under oath that he/she has read the foregoing verification required by Texas Government Code Section 2270.002 and said statements contained therein are true and correct.

SWEORN TO AND SUBSCRIBED before me on the 7 day of June, 2019

TRINA MARIE HUBACEK
Notary Public, State of Texas
Comm. Expires 09-20-2023
Notary ID 11228021

NOTARY PUBLIC IN AND FOR THE STATE OF Texas

The following definitions apply to TEXAS GOVERNMENT CODE SECTION 2270.001:

(1) "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

(2) "Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit, but does not include a sole proprietorship.

State law requires verification from a Company for a contract involving goods or services: (1) between a government entity and a Company with 10 or more full-time employees, and (2) that has a value of $100,000 or more to be paid wholly or partly from public funds, before the City can enter into the contract.

LSR # 24055
Resolution -- Authorizing Additional As-Needed Purchases Pursuant to a Cooperative Purchasing Agreement Between the City of Irving and Galls, LLC, through an Interlocal Agreement with the City of Frisco in a Total Estimated Amount of $275,000.00 for the Police Department and Other City Departments for Law Enforcement Uniforms and Other Related Duty Gear

Administrative Comments

1. This item is recommended by the Police Department, Municipal Court, Code Enforcement, Information Technology, and Inspections.

2. **Impact:** Authorizing additional as-needed expenditures will allow the Police Department to continue purchasing law enforcement uniforms and other related duty gear. In addition, this contract will support the uniform needs of the other departments listed above.

3. These purchases are supported by a Vendor/Member contract between the City of Irving and Galls, LLC utilizing Contract No. 1804-060 which has been renewed and now expires on August 6, 2020. This Vendor/Member contract was approved by Resolution No. 2018-399 on October 10, 2018.

4. Funding for Fiscal Year 2018-19 is available in various departmental budgets within various funds, while funding for Fiscal Year 2019-20 is subject to budget appropriation.

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Spending Term</th>
<th>Total Estimated Amount</th>
<th>Fiscal Year(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Galls, LLC</td>
<td>6/21/19 - 8/6/20</td>
<td>$68,750.00</td>
<td>2018-19</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$206,250.00</td>
<td>2019-20</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td><strong>$275,000.00</strong></td>
<td></td>
</tr>
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</table>

**Recommendation**

The resolution be approved.

**ADDITIONAL COMMENTS:**

- Contract Required: No
- Review Completed By: N/A
- Previous Action: 2018-399
- Council Action: Approved Contract
- Discretionary Contract Disclosure Form Required: No
- Certificate of Interested Parties (Form 1295) Required: No
- TGC 2270 Verification Form Required: No
The City of Irving entered into an Interlocal Agreement with the City of Frisco on January 14, 2010. These purchases under City of Frisco Contract #1804-060 for Law Enforcement Uniforms which expires on August 6, 2019 meets competitive bid requirements with the State of Texas statues, rules, policies, and procedures. Pricing is reasonable and within budget.

**CURRENT YEAR FINANCIAL IMPACT:**

<table>
<thead>
<tr>
<th>Code</th>
<th>Budget</th>
<th>Actual</th>
</tr>
</thead>
<tbody>
<tr>
<td>1001-0441-52401-200</td>
<td>$20,000.00</td>
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<tr>
<td>1001-1330-52401-600</td>
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<td>1001-1102-52401-800</td>
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<td>1001-2871-52401-800</td>
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</tr>
<tr>
<td>Various</td>
<td>$28,448.00</td>
<td>$28,448.00</td>
</tr>
</tbody>
</table>

Purchase orders will be issued as needed.

Budget Adjustment/Transfer Required: No

**REVISION INFORMATION:**

Prepared: 5/24/2019 10:30 AM by Jerry Perry

Last Updated: 6/14/2019 09:48 AM by Janet Spugnardi
WHEREAS, the City of Irving is authorized, pursuant to Chapter 271, Texas Local Government Code, and Section 791.025, Texas Government Code, to enter into cooperative purchase agreements and is deemed thereby to satisfy state laws requiring competitive bidding; and

WHEREAS, on October 10, 2018 the City of Irving entered into a Vendor/Member Contract Pursuant to a Cooperative Purchase Agreement with Galls, LLC, for as-needed purchases utilizing the City of Frisco Contract No.1804-060 for law enforcement uniforms and other departmental related duty gear;

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

SECTION I. THAT the City Council hereby authorizes additional as-needed expenditures from Galls, LLC, utilizing City of Frisco Contract No. 1804-060 in the total estimated amount of $68,750.00 for the period of June 21, 2019, through September 30, 2019, and in the total estimated amount of $206,250.00 for the period of October 1, 2019 through August 6, 2020, subject to funds being appropriated in Fiscal Year 2019-2020, for law enforcement uniforms and other departmental related duty gear.

SECTION II. THAT funding for these expenditures is available in various departmental budgets within various funds.

SECTION III. THAT this resolution shall take effect from and after its final date of passage, and it is accordingly so ordered.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS, on June 20, 2019.

______________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

______________________________
Shanae Jennings
City Secretary

APPROVED AS TO FORM:

______________________________
Kuruvilla Oommen
City Attorney
Resolution -- Approving and Accepting the Bid of Greener Pastures, LLC, in the Total Estimated Amount of $247,601.90 for Mowing & Litter Control on TxDOT Rights of Way

Administrative Comments

1. This item is recommended by the Parks & Recreation Department.

2. Impact: This contract provides for mowing and litter control services on TxDOT rights of way along Interstate 635, Loop 12, and State Highway 114.

3. Rights of way areas to be serviced by this contract are as follows: Item # 1.1 – Mowing, litter control & string trimming for Interstate 635 TxDOT right-of-way – 171.27 acres per mowing cycle for three (3) mowing cycles annually; Item # 1.2 - Mowing, litter control & string trimming for Loop 12 TxDOT right-of-way – 70.77 acres per mowing cycle for three (3) mowing cycles annually; Item # 2.1 – Litter control only for Interstate 635 TxDOT right-of-way – 171.27 acres per litter control cycle for nine (9) litter control cycles per year; Item # 2.2 – Litter control only for Loop 12 TxDOT right-of-way – 70.77 acres per litter control cycle for nine (9) litter control cycles per year; and Item # 3.1 –Mowing, litter control & string trimming for State Highway 114 TxDOT right-of-way – 82.21 acres per mowing & litter control cycle for nine (9) cycles annually.

4. The city received one response to this Invitation to Bid from Greener Pastures, LLC. This contractor has extensive experience in maintaining TxDOT rights of way throughout the Dallas-Fort Worth Metroplex and is recommended for award.

5. This award establishes an annual contract for the continuation of providing mowing and litter control for TxDOT rights of way. The contract is subject to two, two-year renewal options.

6. A contingency amount of $20,000.00 has been specified and unit pricing has been provided as part of this bid to accommodate unforeseen maintenance needs for rights of way not specifically identified in the specifications.

7. Funding for Fiscal Year 2018-19 is available in the Parks & Recreation Department Budget within the General Fund, while funding for Fiscal Year 2019-20 is subject to budget appropriation.

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Contract Term</th>
<th>Total Est. Expenditure</th>
<th>Fiscal Year(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Greener Pastures, LLC</td>
<td>7/1/19 – 6/30/20</td>
<td>$70,155.50</td>
<td>2018-19</td>
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<tr>
<td></td>
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<td>$177,446.40</td>
<td>2019-20</td>
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<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td><strong>$247,601.90</strong></td>
<td></td>
</tr>
</tbody>
</table>

Recommendation

The resolution be approved.
ADDITIONAL COMMENTS:

**Contract Required:** No  
**Review Completed By:** N/A  
**Previous Action:** None  
**Council Action:** None

**Discretionary Contract Disclosure Form Required:** No

**Certificate of Interested Parties (Form 1295) Required:** Yes

**TGC 2270 Verification Form Required:** Yes

**Comments:** Purchasing sent solicitation notices to 662 vendors of which 220 were M/WBE or HUB vendors. One response was received. The lowest responsive, responsible bidder meets specifications and performance criteria. This award is for a one year period with two, two-year renewal options. Purchasing has assigned ITB #141D-19F for tracking purposes.

**ATTACHMENTS:**

Bid Tabulation (PDF)

**CURRENT YEAR FINANCIAL IMPACT:**

<table>
<thead>
<tr>
<th>Code</th>
<th>Budget</th>
<th>Actual</th>
</tr>
</thead>
<tbody>
<tr>
<td>1001-0751-56406-500</td>
<td>$70,155.50</td>
<td>$70,155.50</td>
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</tbody>
</table>

Purchase orders will be issued as needed for annual contract.

**REVISION INFORMATION:**

Last Updated: 6/13/2019 04:17 PM by Jennifer Phillips
BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS:

SECTION I. THAT the City Council hereby approves and accepts the bid of Greener Pastures, LLC, in the estimated amount of $70,155.50 for the period of July 1, 2019, through September 30, 2019, and in the estimated amount of $177,446.40 for the period of October 1, 2019, through June 30, 2020, subject to funds being appropriated in Fiscal Year 2019-20, for Mowing & Litter Control on TxDOT Rights of Way, and awards the contract to said company in said amount.

SECTION II. THAT funding for these expenditures is available in the Parks & Recreation Department Budget within the General Fund.

SECTION III. THAT this resolution shall take effect from and after its final date of passage, and it is accordingly so ordered.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS, on June 20, 2019.

____________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

____________________________
Shanae Jennings
City Secretary

APPROVED AS TO FORM:

____________________________
Kuruvilla Oommen
City Attorney
City of Irving Response Summary  
ITB Name: Mowing & Litter Control on TxDot Rights of Way  
ITB Number: 141D-19F  
Due Date: April 16, 2019  
Darlene Humphries, Purchasing Manager

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<th>Line #</th>
<th>Description</th>
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<th>UOM</th>
<th>Unit</th>
<th>Extended</th>
<th>Greener Pastures LLC</th>
</tr>
</thead>
<tbody>
<tr>
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<td></td>
<td>Total Price</td>
<td>Total Price $247,601.90</td>
</tr>
<tr>
<td>1</td>
<td>Mowing, Litter Control &amp; String Trimming</td>
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<td>1.2</td>
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<td>3.1</td>
<td>SH114 TxDOT RIGHT OF WAY: cost for mowing, litter control &amp; string</td>
<td></td>
<td></td>
<td></td>
<td>$110.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>trimming per specifications and Exhibit A.</td>
<td>83.21</td>
<td>ACRES</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Contingency</td>
<td>1</td>
<td>EA</td>
<td>$20,000.00</td>
<td>$20,000.00</td>
<td></td>
</tr>
</tbody>
</table>

Administrative Comments

1. This item is recommended by the Human Resources Department – Risk Management Division.

2. Impact: Regulated Environmental Risk Services are necessary to the City of Irving’s field operations and are required to keep the City of Irving safe and compliant with hazardous substances regulations per the Texas Commission on Environmental Quality (TCEQ) and Texas State Department of Health Services (TSDHS).

3. A Request for Proposals was issued for these services which are comprised of the following: Component A, hazardous waste pickup, transport, and disposal; Component B, emergency standby response for hazardous materials incidents; and Component C, fuel storage tank regulatory testing, maintenance, and management. Three responses were received.

4. Risk Management recommends award of these components to the respondents scoring the highest points based on evaluation criteria established in the RFP as follows: Component A – Green Planet, Inc., Component B – US Ecology Houston, Inc., and Component C – W. Two Plus, Inc.

5. Minority- and/or Woman Owned Business participation in this award is 9.67%.

6. Funding for Fiscal Year 2018-19 for Components A and C is available in various departmental budgets within various funds, and in the Municipal Drainage Utility, Garage, and Self-Insurance funds; funding for Fiscal Year 2018-19 for Component B is available in the Self-Insurance Fund; while funding for Fiscal Years 2019-20 through 2021-22 is subject to budget appropriation.

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Green Planet, Inc.</td>
<td>A</td>
<td>6/26/19–6/25/22</td>
<td>$ 2,675</td>
<td>$ 10,700</td>
<td>$ 10,700</td>
<td>$ 8,025</td>
<td>$ 32,100.00</td>
</tr>
<tr>
<td>W. Two Plus, Inc.</td>
<td>C</td>
<td></td>
<td>$25,000</td>
<td>$100,000</td>
<td>$100,000</td>
<td>$75,000</td>
<td>$300,000.00</td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td></td>
<td>$27,675</td>
<td>$110,700</td>
<td>$110,700</td>
<td>$83,025</td>
<td>$332,100.00</td>
</tr>
</tbody>
</table>
Recommendation
The resolution be approved.

ADDITIONAL COMMENTS:

<table>
<thead>
<tr>
<th>Contract Required:</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Previous Action:</td>
<td>None</td>
</tr>
<tr>
<td>Review Completed By:</td>
<td>N/A</td>
</tr>
<tr>
<td>Council Action:</td>
<td>None</td>
</tr>
</tbody>
</table>

Discretionary Contract Disclosure Form Required: Yes
Certificate of Interested Parties (Form 1295) Required: Yes
TGC 2270 Verification Form Required: Yes

Comments: Purchasing sent solicitation notices to 531 vendors, 203 of which were M/WBE or HUB vendors. Three responses were received, one of which was from an M/WBE or HUB vendor. The proposals from Green Planet, Inc., US Ecology Houston, Inc., and W. Two Plus, Inc., have been determined to be reasonable and acceptable based on evaluation criteria as established in the Request for Proposals and are being recommended for award. Purchasing assigned RFP #147D-19F for tracking purposes.

The evaluation criteria for selection were as follows:

Economic evaluation of proposed fee schedule (35%); responsiveness to the RFP (10%); proposer’s capability to provide services requested (40%); added value such as proposer’s capability to provide additional items and services (10%); proposer’s corporate citizenship (5%).

CURRENT YEAR FINANCIAL IMPACT:

Various      Budget: $27,675.00   Actual: $27,675.00
Purchase orders will be issued as needed.
Budget Adjustment/Transfer Required: No
Purchase orders will be issued as needed.

REVISION INFORMATION:

Last Updated: 6/5/2019 04:14 PM by Darlene Humphries
BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS:

SECTION I. THAT the City Council hereby approves and accepts the proposals of Green Planet, Inc., for Category A, in the estimated amount of $2,675.00 for the period of June 27, 2019, through September 30, 2019, in the estimated amount of $10,700.00 for the period of October 1, 2019, through September 30, 2020, in the estimated amount of $10,700.00 for the period of October 1, 2020, through September 30, 2021, and in the estimated amount of $8,025.00 for the period of October 1, 2021, through June 26, 2022; US Ecology Houston, Inc., for Category B, in amounts to be determined in association with emergency situations; and W. Two Plus, Inc., for Category C, in the estimated amount of $25,000.00 for the period of June 27, 2019, through September 30, 2019, in the estimated amount of $100,000.00 for the period of October 1, 2019, through September 30, 2020, in the estimated amount of $100,000.00 for the period of October 1, 2020, through September 30, 2021, and in the estimated amount of $75,000.00 for the period of October 1, 2021, through June 26, 2022; subject to funds being appropriated in Fiscal Years 2019-20 through 2021-22, for Regulated Environmental Risk Services.

SECTION II. THAT funding for these expenditures is available in various departmental budgets within various funds, and in the Municipal Drainage Utility, Garage and Self-Insurance funds.

SECTION III. THAT this resolution shall take effect from and after its final date of passage, and it is accordingly so ordered.
PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS,
on June 20, 2019.

____________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

____________________________
Shanae Jennings
City Secretary

APPROVED AS TO FORM:

____________________________
Kuruvilla Oommen
City Attorney
Resolution -- Awarding a Contract to MSB Constructors, Inc., in the Total Estimated Amount of $1,572,100.00 for the Construction of a Fire Apparatus Storage Building

Administrative Comments
1. This item is recommended by the Capital Improvement Program Department and the Fire Department. It supports Strategic Objective 2.5: Support strategic investments in city facilities.

2. Impact: The fire apparatus storage building will provide weather protection for second line firefighting apparatus that are now being stored out of doors and exposed to the weather. The facility will also allow for the use of the second line equipment in training exercises conducted at the adjacent drill field.

3. This item was presented to the Transportation & Natural Resources Committee on June 5, 2019, and will be presented to the Public Safety Committee on June 20, 2019.

4. Bids were received from seven contractors. MSB Constructors, Inc., submitted the lowest responsive, responsible base bid of $1,257,100.00 and is recommended for award in the total estimated amount of $1,572,100.00, which also includes Alternate 1 for finish-out of interior offices/rooms and Alternate 4 for concrete paving which will allow access to the rear (north side) of the building.

5. Funding in the amount of $1,192,895.71 is available in the Fire Station Bond Fund, and funding in the amount of $379,204.29 is available in the Non-Bond CIP Fund.

Recommendation
The resolution be approved.

ADDITIONAL COMMENTS:

Contract Required: Yes  
Previous Action: None  
Discretionary Contract Disclosure Form Required: No  
Review Completed By: N/A  
Council Action: None  
Certificate of Interested Parties (Form 1295) Required: Yes  
TGC 2270 Verification Form Required: Yes

Comments:
Bid notices were sent to 2,146 contractors. Of those, 1,190 were M/WBE or HUB contractors.
On May 28, 2019, bids were received for the Construction of the Fire Apparatus Storage Building project. Purchasing has assigned ITB # 159D-19F for tracking purposes.
The following is a tabulation of the bids received:
CURRENT YEAR FINANCIAL IMPACT:

<table>
<thead>
<tr>
<th>Project Code</th>
<th>Budget: $__________.00</th>
<th>Actual: $1,192,895.71</th>
</tr>
</thead>
<tbody>
<tr>
<td>4008-0512-71101-918030</td>
<td>$__________.00</td>
<td>$1,192,895.71</td>
</tr>
<tr>
<td>4001-0512-71101-918030</td>
<td>$__________.00</td>
<td>$379,204.29</td>
</tr>
</tbody>
</table>

Budget Adjustment/Transfer Required: No

REVISION INFORMATION:

Prepared: 6/5/2019 06:30 PM by Darlene Humphries
Last Updated: 6/10/2019 12:20 PM by Darlene Humphries

<table>
<thead>
<tr>
<th>Bidder</th>
<th>Base Bid</th>
</tr>
</thead>
<tbody>
<tr>
<td>MSB Constructors, Inc.</td>
<td>$1,257,100.00</td>
</tr>
<tr>
<td>Taurus Commercial, Inc.</td>
<td>$1,432,033.00</td>
</tr>
<tr>
<td>JM Construction Solutions</td>
<td>$1,514,551.81</td>
</tr>
<tr>
<td>Mart, Inc.</td>
<td>$1,555,000.00</td>
</tr>
<tr>
<td>RKM General Contractors</td>
<td>$1,663,000.00</td>
</tr>
<tr>
<td>MDI Inc. General Contractors</td>
<td>$1,693,000.00</td>
</tr>
</tbody>
</table>
CITY OF IRVING

COUNCIL RESOLUTION NO. (ID # 10257)

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

SECTION I. THAT the City Council hereby approves and accepts the bid of MSB Constructors, Inc., in the total estimated amount of $1,572,100.00 for the Construction of a Fire Apparatus Storage Building and authorizes the Mayor, upon receipt of all necessary documents from said company and upon approval of the City Attorney’s Office, to execute any necessary contract.

SECTION II. THAT funding for this expenditure is available in the Fire Station Bond and Non-Bond CIP funds.

SECTION III. THAT this resolution shall take effect from and after its final date of passage, and it is accordingly so ordered.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS, on June 20, 2019.

____________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

_______________________________
Shanae Jennings
City Secretary

APPROVED AS TO FORM:

_______________________________
Kuruvilla Oommen
City Attorney
Resolution -- Approving and Accepting the Bid of Knight Restoration Services, L.P., in the Total Estimated Amount of $99,930.00 for City Hall Duct Cleaning

Administrative Comments
1. This item is recommended by the Capital Improvement Program Department.
2. Impact: The HVAC ductwork is in need of cleaning in order to efficiently provide heating and cooling through the City Hall building in a clean and healthy manner.
3. Bids were received from four vendors, one of which was an M/WBE or HUB vendor. Knight Restoration Services, L.P., provided the lowest responsive, responsible bid of $99,930.00 and is recommended for award.
4. Funding in the amount of $99,930.00 is available in the Capital Improvement Program Department budget within the General Fund.

Recommendation
The resolution be approved.

ADDITIONAL COMMENTS:
Contract Required: No  Review Completed By: N/A
Previous Action: None  Council Action: None
Discretionary Contract Disclosure Form Required: No
Certificate of Interested Parties (Form 1295) Required: Yes
TGC 2270 Verification Form Required: No
Comments: Bid notices were sent to 608 contractors. Of those, 227 were M/WBE or HUB vendors. On 4/16/2019, four bids were received for the City Hall Duct Cleaning project. Purchasing has assigned ITB #134D-19F for tracking purposes. The following is a tabulation of the bids received.

<table>
<thead>
<tr>
<th>BIDDER</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Knight Restoration Services, L.P.</td>
<td>$ 99,930.00</td>
</tr>
<tr>
<td>ABM Building Services, LLC</td>
<td>$128,767.00</td>
</tr>
<tr>
<td>Purity Air HVAC, LLC</td>
<td>$195,400.00</td>
</tr>
<tr>
<td>Carpet Tech</td>
<td>$233,885.00</td>
</tr>
</tbody>
</table>
CURRENT YEAR FINANCIAL IMPACT:

1001-1942-56401-950  Budget: $99,930.00  Actual: $99,930.00
P0214148
Budget Transfer/Adjustment Required: No

REVISION INFORMATION:

Last Updated: 6/12/2019 05:29 PM by Durenda Pena
BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS:

SECTION I. THAT the City Council hereby approves and accepts the bid of Knight Restoration Services, L.P., in the total estimated amount of $99,930.00 for City Hall Duct Cleaning.

SECTION II. THAT funding for this expenditure is available in the Capital Improvement Program Department Budget within the General Fund.

SECTION III. THAT this resolution shall take effect from and after its final date of passage, and it is accordingly so ordered.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS, on June 20, 2019.

________________________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

________________________________________
Shanae Jennings
City Secretary

APPROVED AS TO FORM:

________________________________________
Kuruvilla Oommen
City Attorney
Resolution -- Approving As-Needed Expenditures with Motorola Solutions, Inc., in the Total Estimated Amount of $750,000.00, for Radio Communication, Emergency Response, and Mobile Interoperability Equipment through an Interlocal Agreement with the Houston-Galveston Area Council (H-GAC)

Administrative Comments

1. This item is recommended by the Information Technology Department, Police Department and Fire Department.

2. **Impact:** This will be used by all three departments equally. Information Technology for Public Safety communications infrastructure and miscellaneous hardware. Police and Fire will purchase additional radios and miscellaneous hardware that allows them to use the Public Safety radio system to provide lifesaving services to residents, visitors, and businesses.

3. A Vendor/Member Contract utilizing H-GAC Contract No. RA05-18 Radio Communication, Emergency Response, & Mobile Interoperability Equipment between the City of Irving and Motorola Solutions, Inc., which expires on April 30, 2021, was approved on May 23, 2019 through Administrative Award No. 6363. Approval of this item will allow the city to continue purchasing this equipment.

4. Funding for Fiscal Year 2018-19 is available in various departmental budgets within various funds, while funding for Fiscal Years 2019-20 and 2020-21 is subject to budget appropriation.

5. Because this spending amount is requested for the period of June 2019 through April 2021, it is possible that more than the estimated amounts shown in the chart below may be spent in one operating year or the other as long as there are budget funds available to accommodate that year’s additional purchases and the total amount is not exceeded.

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Contract Term</th>
<th>Total Estimated Amount</th>
<th>Fiscal Year(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Motorola Solutions, Inc.</td>
<td>6/21/2019 – 4/30/2021</td>
<td>$100,000.00</td>
<td>2018-19</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$546,000.00</td>
<td>2019-20</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$104,000.00</td>
<td>2020-21</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td><strong>$750,000.00</strong></td>
<td></td>
</tr>
</tbody>
</table>

**Recommendation**

The resolution be approved.

**ADDITIONAL COMMENTS:**

- **Contract Required:** No
- **Review Completed By:** N/A
Comments: The City of Irving entered into an Interlocal Cooperative Purchasing Agreement with Houston-Galveston Area Council (H-GAC) on October 15, 1992. H-GAC Contract #RA05-18, which expires on April 30, 2021, meets competitive bid requirements with the State of Texas statutes, rules, policies and procedures and has been determined to offer pricing that is reasonable and within budget.

CURRENT YEAR FINANCIAL IMPACT:

Various  
Budget: $750,000.00  
Actual: $750,000.00  
Purchase orders will be issued as-needed  
Budget Adjustment/Transfer Required: No

REVISION INFORMATION:

Prepared: 5/28/2019 10:02 AM by Jerry Perry
Last Updated: 6/13/2019 06:10 PM by Carolyn Matthis
CITY OF IRVING

COUNCIL RESOLUTION NO. (ID # 10229)

WHEREAS, the City of Irving is authorized, pursuant to Sections 271, Texas Local Government Code, and Section 791.025, Texas Government Code, to enter into cooperative purchase agreements and is deemed thereby to satisfy state laws requiring competitive bidding; and

WHEREAS, the City of Irving entered into an Interlocal Cooperative Purchasing Agreement with Houston-Galveston Area Council of Governments (H-GAC) on October 15, 1992; and

WHEREAS, the City of Irving entered into a Vendor/Member Contract with Motorola Solutions, Inc., on May 23, 2019 for as-needed purchases utilizing Contract No. RA05-18 for Radio Communications, Emergency Response, & Mobile Interoperability Equipment through H-GAC;

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

SECTION I. THAT the City Council hereby authorizes as-needed expenditures with Motorola Solutions, Inc., for radio communication, emergency response, and mobile interoperability equipment in the estimated amount of $100,000.00 for the period of June 21, 2019, through September 30, 2019, in the estimated amount of $546,000.00 for the period of October 1, 2019 through September 30, 2020, and in the estimated amount of $104,000.00 for the period of October 1, 2020 through April 30, 2021, subject to funds being appropriated in Fiscal Years 2019-20 and 2020-21, utilizing H-GAC Contract No. RA05-18.

SECTION II. THAT funding for these expenditures is available in various departmental budgets within various funds.

SECTION III. THAT this resolution shall take effect from and after its final date of passage, and it is accordingly so ordered.
PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS, on June 20, 2019.

____________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

____________________________
Shanae Jennings
City Secretary

APPROVED AS TO FORM:

____________________________
Kuruvilla Oommen
City Attorney
Resolution -- Approving and Accepting the Bid of Lofton Innovation LLC, in the Total Estimated Amount of $90,040.00 for the Purchase and Installation of Eaton Uninterruptible Power Source (UPS) Systems

Administrative Comments

1. This item is recommended by the Information Technology Department.

2. Impact: This purchase satisfies an IT Strategic Plan initiative. This one-time purchase provides for a new Eaton Uninterruptable Power Supply (UPS) system to the city’s Disaster Recovery data center (DR) site at the Hackberry location and an additional new UPS system at the primary data center site at City Hall, allowing for increased power load capacity and redundancy to be maintained during outages.

3. Minority and Women-Owned Business Enterprise participation in this award is 100%.

4. Funding for Fiscal Year 2018-19 is available in the Infrastructure Bond Fund.

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Description</th>
<th>Total Est. Expenditure</th>
<th>Fund</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lofton Innovation LLC</td>
<td>2 each Eaton Uninterruptable Power Supply systems and installation services</td>
<td>$90,040.00</td>
<td>Infrastructure Bond</td>
</tr>
</tbody>
</table>

Recommendation

The resolution be approved.

ADDITIONAL COMMENTS:

Contract Required: No  Review Completed By: N/A
Previous Action: None  Council Action: None

Discretionary Contract Disclosure Form Required: No
Certificate of Interested Parties (Form 1295) Required: Yes
TGC 2270 Verification Form Required: No

Comments: Purchasing sent solicitation notices to 212 vendors of which 66 were M/WBE or HUB vendors. Three responses were received. The best value bidder meets specifications and performance criteria. This award is for a one-time purchase and installation of Uninterruptible Power Supply batteries. Purchasing has assigned 132J-19F for tracking purposes.

ATTACHMENTS:

132J-19F Response Summary  (PDF)
CURRENT YEAR FINANCIAL IMPACT:

4069-2310-752010-917016  Budget: $90,040.00  Actual: $90,040.00
P0214159
Budget Adjustment/Transfer Required:  No

REVISION INFORMATION:

Prepared:  2/20/2019 10:57 AM by Jerry Perry
Last Updated:  6/13/2019 03:37 PM by Jerry Perry
BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS:

SECTION I. THAT the City Council hereby approves and accepts the bid of Lofton Innovation LLC, in the total estimated amount of $90,040.00, for the purchase and installation of Eaton Uninterruptible Power Source (UPS) batteries.

SECTION II. THAT funding for this expenditure is available in the Infrastructure Bond Fund.

SECTION III. THAT this resolution shall take effect from and after its final date of passage, and it is accordingly so ordered.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS, on June 20, 2019.

____________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

___________________________
Shanae Jennings
City Secretary

APPROVED AS TO FORM:

___________________________
Kuruvilla Oommen
City Attorney
<table>
<thead>
<tr>
<th>Line #</th>
<th>Description</th>
<th>Mfr</th>
<th>Mfgno</th>
<th>QTY</th>
<th>UOM</th>
<th>Unit</th>
<th>Extended</th>
<th>Unit</th>
<th>Extended</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>City Hall Location - New Eaton 30kVA 9355-30 UPS</td>
<td>Eaton</td>
<td>Model 9355-30</td>
<td>1</td>
<td>EA</td>
<td>$19,997.60</td>
<td>$19,997.60</td>
<td>$22,909.00</td>
<td>$22,909.00</td>
</tr>
<tr>
<td>2</td>
<td>City Hall Location - New 36 Battery Cabinet (Must match existing Eaton 9355 system configuration)</td>
<td>Eaton</td>
<td></td>
<td>1</td>
<td>EA</td>
<td>$6,862.24</td>
<td>$6,862.24</td>
<td>$7,475.00</td>
<td>$7,475.00</td>
</tr>
<tr>
<td>3</td>
<td>Installation of 30kVA UPS &amp; 36 Battery Cabinet</td>
<td>Eaton</td>
<td></td>
<td>1</td>
<td>EA</td>
<td>$20,701.00</td>
<td>$20,701.00</td>
<td>$17,317.00</td>
<td>$17,317.00</td>
</tr>
<tr>
<td>4</td>
<td>North Tower Location - New Eaton 30kVA 9355-30 UPS</td>
<td>Eaton</td>
<td>Model 9355-1</td>
<td>1</td>
<td>EA</td>
<td>$19,997.60</td>
<td>$19,997.60</td>
<td>$22,053.00</td>
<td>$22,053.00</td>
</tr>
<tr>
<td>5</td>
<td>North Tower location - New 72 Battery Cabinet</td>
<td>Eaton</td>
<td></td>
<td>1</td>
<td>EA</td>
<td>$10,474.24</td>
<td>$10,474.24</td>
<td>$10,125.00</td>
<td>$10,125.00</td>
</tr>
<tr>
<td>6</td>
<td>North Tower location - New 3-breaker, wall-mount maintenance bypass panel with Eaton</td>
<td></td>
<td></td>
<td>1</td>
<td>EA</td>
<td>$3,878.56</td>
<td>$3,878.56</td>
<td>$3,578.00</td>
<td>$3,578.00</td>
</tr>
</tbody>
</table>
Resolution -- Approving and Accepting the Bid of Atlas Utility Supply Company in the Total Estimated Amount of $962,852.00 for Water Meter Boxes

Administrative Comments
1. This item is recommended by the Water Utilities Department.
2. Impact: This annual contract allows the department to purchase water meter boxes that are specially manufactured for the electronic radio transmitters (ERTs) that are required for the Advanced Metering Infrastructure (AMI) Project.
3. This award establishes an annual contract for the continuation of supplying water meter boxes. This contract is for one year with two one-year renewal options. The current contract expires June 30, 2019.
4. Funding for Fiscal Year 2018-19 is available in the Water and Sewer System Fund while funding for the Fiscal Year 2019-20 is subject to budget appropriation.

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Atlas Utility Supply Company</td>
<td>7/1/2019 – 6/30/2020</td>
<td>$320,950.00</td>
<td>$641,902.00</td>
<td>$962,852.00</td>
</tr>
</tbody>
</table>

Recommendation
The resolution be approved.

ADDITIONAL COMMENTS:

Contract Required: No
Previous Action: None
Review Completed By: N/A
Council Action: None
Discretionary Contract Disclosure Form Required: No
Certificate of Interested Parties (Form 1295) Required: Yes
TGC 2270 Verification Form Required: Yes

Purchasing sent solicitations to 342 vendors, of which 140 were MWBE or HUB vendors. Four responses were received. The lowest responsive, responsible bidder meets specifications and performance criteria and is being recommended for award. This award is for one year with two one-year renewal options. Purchasing has assigned ITB #160J-19F for tracking purposes.

ATTACHMENTS:
160J-19F Response Summary (PDF)
TGC 2270 (PDF)
CURRENT YEAR FINANCIAL IMPACT:

5402-3251-551001-1050, 5422-3251-75901-905033  Budget: $320,950.00  Actual: $320,950.00
Purchase orders will be issued as needed for annual contract.
Budget Adjustment/Transfer Required: No

REVISION INFORMATION:

Prepared: 5/24/2019 10:08 AM by Jerry Perry
Last Updated: 6/5/2019 05:38 PM by Jerry Perry
CITY OF IRVING

COUNCIL RESOLUTION NO. (ID # 10215)

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

SECTION I. THAT the City Council hereby approves and accepts the bid of Atlas Utility Supply Company in the estimated amount of $320,950.00 for the period of July 1, 2019 through September 30, 2019, and in the estimated amount of $641,902.00 for the period of October 1, 2019 through June 30, 2020, subject to funds being appropriated in Fiscal Year 2019-20, for Water Meter Boxes.

SECTION II. THAT funding for these expenditures is available in the Water and Sewer System Fund.

SECTION III. THAT this resolution shall take effect from and after its final date of passage, and it is accordingly so ordered.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS, on June 20, 2019.

____________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

____________________________
Shanae Jennings
City Secretary

APPROVED AS TO FORM:

____________________________
Kuruvilla Oommen
City Attorney
<table>
<thead>
<tr>
<th>Line #</th>
<th>Description</th>
<th>QTY</th>
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<td>1</td>
<td>Brooks Products 36 Series Concrete Meter Box</td>
<td>200</td>
<td>EA</td>
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<td>2</td>
<td>Small Black Polymer Meter Lid with Magnet to fit a Brooks Products 36 Series</td>
<td>16000</td>
<td>EA</td>
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<td>3</td>
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</tbody>
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Form TGC 2270

VERIFICATION REQUIRED BY TEXAS GOVERNMENT CODE CHAPTER 2270

Please read both pages.

By signing below, Company hereby verifies the following:

1. Company does not boycott Israel; and
2. Company will not boycott Israel during the term of the contract.

SIGNED BY:  

Brad Johnson, Vice President Operations

Company Name:  Atlas Utility Supply Co.

Date Signed:  June 10, 2019

NOTARIZATION

The State of Texas

County of Tarrant

Before me, the undersigned notary public on this day personally appeared Brad Johnson, on behalf of Atlas Utility Supply Co. (Company Name), who, being duly sworn, stated under oath that he/she has read the foregoing verification required by Texas Government Code Section 2270.002 and said statements contained therein are true and correct.

Sworn to and subscribed before me on the 10th day of June, 2019.

Mary Young
Notary Public, State of Texas
Comm. Expires 06-29-2021
Notary ID 131191538

The following definitions apply to Texas Government Code Section 2270.001:

(1) "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

(2) "Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit, but does not include a sole proprietorship.

State law requires verification from a Company for a contract involving goods or services: (1) between a government entity and a Company with 10 or more full-time employees, and (2) that has a value of $100,000 or more to be paid wholly or partly from public funds, before the City can enter into the contract.

LSR #
Ordinance -- First Reading -- Granting a Franchise to B & B Waste Transit, Inc., for Solid Waste Collection Services Beginning on June 10, 2019 and Ending on June 9, 2022 Pursuant to Chapter 33 of the Code of Civil and Criminal Ordinances of the City of Irving, Texas

Administrative Comments
1. This item has been recommended by Solid Waste Services.
2. Impact: The franchise will authorize B & B Waste Transit, Inc. to provide waste hauling services to various business throughout the City of Irving.
3. This franchise agreement establishes operational guidelines for dumpster cleanliness, litter control, limits service times near residential areas, requests coordination of collection times in school zones and, in general, sets in place some common industry practices.
4. Franchise Agreement is for three (3) years beginning on June 10, 2019 and ending on June 9, 2022. The franchise fee to be assessed is 5% of gross revenues for business generated in servicing dumpsters, roll-off containers, compactor containers, or collecting and hauling in open top trucks on waste collected within the City of Irving.

Recommendation
The ordinance be adopted.

ADDITIONAL COMMENTS:

Contract Required: Yes  Review Completed By: Christina Weber
Previous Action: Ordinance No. 2016-9801  Council Action: Approval of Ordinance
Discretionary Contract Disclosure Form Required: No

Certificate of Interested Parties (Form 1295) Required: Yes
- TGC 2270 Verification Form Required: Yes

ATTACHMENTS:
- B & B Waste Transit Franchise Agreement unsigned  (DOCX)
- Franchise Application B & B Waste Transit Inc  (PDF)

CURRENT YEAR FINANCIAL IMPACT:
NONE

REVISION INFORMATION:
Prepared: 5/24/2019 12:45 PM by Maria Guzman
Last Updated: 6/4/2019 02:32 PM by Edith Brown
ORDINANCE NO. (ID # 10219)

AN ORDINANCE GRANTING A FRANCHISE TO B & B WASTE TRANSIT, INC., TO OPERATE A SOLID WASTE COLLECTION SERVICE IN THE CITY OF IRVING BEGINNING ON JUNE 10, 2019 AND ENDING ON JUNE 9, 2022; AND PRESCRIBING THE TERMS, CONDITIONS, OBLIGATIONS AND LIMITATIONS UPON AND UNDER WHICH SUCH FRANCHISE SHALL BE EXERCISED; AND PROVIDING A SEVERABILITY CLAUSE.

WHEREAS, B & B Waste Transit, Inc., seeks a solid waste collection franchise to operate a waste hauler service within the corporate limits of the City of Irving;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS:

SECTION 1. There is hereby granted to B & B Waste Transit, Inc. hereinafter referred to as “Franchisee,” the right and franchise to operate a solid waste collection service or business in the City of Irving, Texas, and to operate such service or business on the streets, alleys and public ways in the City of Irving beginning on June 10, 2019 and ending on June 9, 2022 and that the agreement between City and Franchisee, attached hereto, is incorporated herein, and the Mayor is hereby authorized to execute said agreement.

SECTION 2. This franchise shall be in force and effect until June 9, 2022 from and after the effective date of the third and final reading of this ordinance, unless sooner terminated by reason of default of Franchisee under the terms of this franchise and/or Chapter 33 of the Code of Civil and Criminal Ordinances of the City of Irving, Texas, including but not limited to the requirements in the attached agreement.

SECTION 3. Franchisee shall pay fees pursuant to Chapter 33 of The Code of Civil and Criminal Ordinances of the City of Irving, Texas, as amended.

SECTION 4. Franchisee shall keep in effect at all times public liability and property damage insurance policies in accordance with the terms and provisions of Chapter 33 of The Code of Civil and Criminal Ordinances of the City of Irving, Texas, as now enacted or hereafter amended, and as further set out in the agreement attached hereto, and a cancellation of such insurance policies shall automatically suspend this franchise until said insurance policies have been reinstated.

SECTION 5. Franchisee shall own, lease, contract for, or otherwise legally control every vehicle used in the service for which this franchise is granted whether or not the vehicle is owned by the Franchisee.

SECTION 6. No grant, right, or privilege afforded to the Franchisee under the terms of this franchise shall be transferred to any other person without application to the City of Irving for such transfer and approval thereof by action of the City Council.

SECTION 7. Franchisee shall immediately upon the effective date of this franchise, have installed a local telephone number to be called by the general public requesting service.

SECTION 8. Franchisee hereof shall comply with all the applicable terms and provisions of the ordinances of the City of Irving, Texas.
SECTION 9. This franchise shall be subject to revocation upon:

A. Violation of the ordinances of the City of Irving, any state or federal law applicable to the collection and disposition of solid waste material, this franchise, or the attached agreement, or

B. Franchisee failing to make payment of any and all fees due pursuant to this franchise and/or Chapter 33 of The Code of Civil and Criminal Ordinances of the City of Irving, Texas, as amended.

SECTION 10. That the terms and provisions of this ordinance shall be deemed to be severable and that if the validity of any section, subsection, sentence, clause, or phrase of this ordinance should be declared to be invalid, the same shall not affect the validity of any other section, subsection, sentence, clause, or phrase of this ordinance.

PASSED AND APPROVED UPON FIRST READING BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS, on June 20, 2019.

_______________________________
RICHARD H. STOPFER
MAYOR

PASSED AND APPROVED UPON SECOND READING BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS, on July 18, 2019.

_______________________________
RICHARD H. STOPFER
MAYOR

PASSED AND APPROVED UPON THIRD AND FINAL READING BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS, on August 1, 2019.

_______________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

_______________________________
Shanae Jennings
City Secretary

APPROVED AS TO FORM:

_______________________________
Kuruvilla Oommen
City Attorney
FRANCHISE AGREEMENT

This Franchise Agreement (hereinafter referred to as “Agreement”) is made and entered by and between the City of Irving, Texas (“City”), and B & B Waste Transit, Inc. a Texas Corporation (“Franchisee”).

WITNESSETH

1. FRANCHISE: A non-exclusive franchise is hereby granted to use the public streets, alleys and thoroughfares within the corporate limits of the City of Irving for the purpose of engaging in the business of solid waste collection.

2. TERM: The term of this Agreement shall be for a period of no more than three (3) years, beginning on the effective date of execution of the Agreement, unless notice of termination is provided by one party to the other at least thirty (30) days prior to the anniversary date of the Agreement. Prior to each anniversary date, the Franchisee shall provide: (1) documentation that all lawful franchise fees, permit fees, sales, use and ad valorem taxes, and other such levies and assessments, if any, have been paid to the City; (2) proof of continuing indemnity insurance coverage as required under Section 13 of the Agreement; (3) documentation that all reports required within the Solid Waste Ordinance have been completed; (4) demonstrate financial ability to maintain a solid waste collection business; (5) an equipment and vehicle summary; and (6) a rate sheet for the use of the franchisee’s equipment in the event of a disaster either natural or man-made affecting the City of Irving.

3. ORDINANCES OF THE CITY OF IRVING: Franchisee shall abide by the ordinances of the City of Irving, in particular, but not limited to, the requirements of the City of Irving’s Solid Waste Collection Franchise Ordinance.

4. SCOPE AND NATURE OF OPERATION: It is expressly understood and agreed that the Franchisee may collect and deliver for disposal all solid waste, including recyclable materials, accumulated on premises within the corporate limits of the City, excluding residential service other than apartment complexes and motels, where the services are contracted for by individuals or companies with the Franchisee. Franchisee will, at its own expense, furnish personnel and equipment to collect solid waste and will establish and maintain in an efficient and businesslike manner the services that may be contracted for. Franchisee will furthermore comply with all applicable rules, regulations, laws and ordinances as directed by responsible governmental agencies having jurisdiction thereupon.
5. **REGULATION OF VEHICLES:** All vehicles used by the Franchisee for the collection and transportation of solid waste shall be covered at all times while loaded and in transit to prevent the spillage of solid waste onto the public streets or properties adjacent thereto. Any spillage will be promptly recovered by the Franchisee, and all vehicles owned by the Franchisee shall be clearly marked with the Franchisee’s name in letters not less than four (4) inches in height. All such vehicles shall be cleaned and maintained by Franchisee so as to be in good repair and of good appearance and, when idle, free of solid waste residue as may cause odor or provide a breeding place for vectors.

6. **REGULATION OF LEASED CONTAINERS:** It is specifically understood and agreed that the City of Irving shall permit the Franchisee to rent or lease containers for collection purposes to the owner or occupant of any premises within the corporate limits of the City, excluding residential customers other than apartment complexes and motels, for collection purposes subject to the following requirements:

   ALL such containers shall be constructed according to good industry practice in the trade;

   ALL such containers shall be equipped with suitable covers to prevent blowing or scattering of solid waste while being transported for disposal of their contents;

   ALL such containers shall be cleaned and maintained by Franchisee so as to be in good repair, of a good appearance and free from such solid waste residues as may cause odor and provide a breeding place for vectors;

   ALL such containers used for the disposal of food waste or other putrescible material shall be serviced no less than two times per week;

   ALL such containers shall be clearly marked with the Franchisee’s current name and telephone number in letters not less than four (4) inches in height. Franchisee shall be responsible for making certain that the information reflected on the containers is current, and shall cause any changes necessary to reflect the current information to be made within thirty (30) days after the event, giving rise to the need for the change; and

   Franchisee shall notify the City in writing within thirty (30) days of any change of name, address or telephone number of the Franchisee.
7. **DAMAGE TO PUBLIC PROPERTY**: Franchisee expressly agrees to assume liability for all costs of repair of public streets, bridges, rights-of-way, and other facilities that it damages in connection with the operation of its business with the exception of normal wear and tear.

8. **DISPOSAL OF SOLID WASTE**: It is specifically understood and agreed that Franchisee will comply with all rules, regulations, laws and ordinances. Disposal of all solid waste collected by the Franchisee from premises within the corporate limits of the City of Irving must be made at a lawfully permitted sanitary landfill. Franchisee’s violation of this provision shall be cause for immediate revocation of this Agreement.

9. **FRANCHISE FEE**: For and in consideration of the covenants and agreements herein contained, Franchisee hereby agrees to pay to the City of Irving a franchise fee of five percent (5%) of the gross revenues generated from Franchisee’s operations within the City.

   Calculation: The calculation of gross revenues generated from operation within the City shall include all revenue, as determined in accordance with generally accepted accounting principles, which is derived, directly or indirectly, by the Franchisee from or in connection with its operation within the City. Gross revenues shall include, but are not limited to revenues received from the collection and disposal of all solid waste, whether by a company bearing Franchisee’s name or a company owned or controlled by Franchisee but operating under a different name.

   Fee Payment: The franchise fee shall be paid on a quarterly basis no later than thirty (30) days after the end of each calendar quarter. The payment shall be made to the City of Irving Financial Services Department.

   Delinquent Payments: Fee payments received after the due date shall be subject to interest at the rate of twelve percent (12%) per annum until the fees are paid in full. In addition, delinquent fees shall be subject to a late payment penalty of five percent (5%) for each month or portion thereof that the fees are outstanding. In no event, however, shall the penalties exceed twenty-five percent (25%) of the total delinquent fees nor shall interest charged exceed the maximum rate allowed by law.

10. **REPORTS**: Each quarterly payment shall be accompanied by a financial accounting report satisfactory to the City. The purpose of the report is to show the basis for the computation of the quarterly payment. The report shall include the sources and amounts of revenues upon which the payment was calculated. At a minimum, the report shall include a list of all active accounts during the quarter, the fee structure for each account, the revenue generated by the account, and tonnage collected within City. If Franchisee also provides recycling services within City, Franchisee is to report tonnage of recycling collected within City.
report shall also include a list of all accounts no longer serviced and all new business for the reporting quarter. In these reports, the identification of customers by account number is sufficient for compliance with this section. If Franchisee collects no revenue in a particular quarter, it shall file a report with the City indicating that no revenue has been collected.

11. **AUDITING BOOKS AND RECORDS:** The City shall have the authority to require an audit of the books and records of the Franchisee to determine the accuracy of Franchisee’s franchise fee payments. If the City determines that an audit under this paragraph is necessary:

The City shall notify Franchisee when it wishes to require an audit under this section. The auditor shall be chosen by the City. The Franchisee shall promptly make available to the selected auditor, all books and records necessary to determine whether all franchise fees due the City have been paid. Failure to provide requested records within two business days of the request to the auditor shall be grounds for forfeiture.

Upon completion of the audit, any demonstrated variance in the fees paid and the fees owed will be rectified. If Franchisee has underpaid, Franchisee will pay the difference to the City with interest and penalties provided for late payments. If Franchisee has overpaid, the City will refund the difference to Franchisee. If the variance is five percent (5%) or greater in favor of the City, Franchisee will pay the cost of the audit, otherwise the City and Franchisee will each pay fifty percent (50%) of the cost of the audit.

An initial audit to determine baseline revenues shall be conducted, at the expense of the Franchisee, within one (1) year from the date of the execution of this Agreement. The Franchisee shall deliver the results of the audit to the City within thirty (30) days of receipt of the audit report.

12. **FORFEITURE:** The failure or refusal of a Franchisee to: (1) pay any quarterly installment of the annual fee when due; (2) submit any quarterly financial accounting reports; or (3) permit the City to conduct any audit described in Section 11, shall be deemed good cause for revocation of the Franchisee’s permit under the provisions of the Solid Waste Collection Ordinance of the City of Irving. No new permit shall be issued, and the Franchisee is prohibited from conducting any commercial solid waste collection activities within the City until, where applicable, all fees are paid in full, any required financial accounting reports submitted, or an audit of the Franchisee’s books and records is permitted. The failure or refusal of the Franchisee to comply with any of the provisions of this Agreement within ten (10) days after receiving written notice to do so from the City, shall be deemed a breach of this Agreement. The City Council, after giving notice and the...
opportunity for a hearing to the Franchisee, may declare the Franchise forfeited and may prohibit the Franchisee from further use of the streets of the City under the Franchise. The Franchisee shall thereupon immediately surrender all rights in and under the Franchise, and the Franchise shall be null and void.

13. **INDEMNITY INSURANCE**: FRANCHISEE ASSUMES ALL RISK OF LOSS OR INJURY TO PROPERTY OR PERSONS ARISING FROM ANY OF ITS OPERATIONS (INCLUDING THOSE COMPANIES OWNED OR CONTROLLED BY FRANCHISEE BUT OPERATING IN THE CITY UNDER A DIFFERENT NAME) UNDER THIS AGREEMENT, AND AGREES TO INDEMNIFY AND HOLD HARMLESS THE CITY OF IRVING FROM ALL CLAIMS, DEMANDS, SUITS, JUDGMENTS, COSTS OR EXPENSES, INCLUDING ATTORNEY’S FEES, ARISING FROM ANY SUCH LOSS OR INJURY. It is expressly understood that the foregoing provisions shall not in any way limit the liability of the Franchisee. Franchisee agrees to carry the types of insurance (which insurance policies shall cover and name all companies owned or controlled by Franchisee but operating within the City operating under a different name) in minimum limits as follows:

A. Insurance and Amount: The Contractor shall furnish and maintain during the life of the contract adequate insurance in such amounts as follows:

<table>
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<tr>
<th>Type of Insurance</th>
<th>Amount</th>
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<tbody>
<tr>
<td>Workers’ Compensation</td>
<td>Statutory Limit as set forth in the Workers’ Compensation Act.</td>
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<tr>
<td>Employers’ Liability Insurance</td>
<td>$500,000 Per Each Accident</td>
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<td>Minimum Limits</td>
<td>$500,000 Occupational Disease Limit</td>
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<td>$500,000 Occupational Disease per Employee</td>
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<td>Commercial General Liability</td>
<td>$1,000,000 Per Occurrence</td>
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<td>$1,000,000 Aggregate</td>
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<td>$2,000,000 Products &amp; Completed Operations Aggregate</td>
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<tr>
<td>Business Auto Liability Insurance</td>
<td>$1,000,000 Combined Single Limits for Bodily Injury and Property Damage</td>
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B. Additional Insured: The City of Irving shall be an additional insured on the Commercial General Liability Insurance Policy furnished by the Contractor.
14. **RETENTION OF RIGHTS BY CITY**: The City of Irving, in granting this franchise, fully retains and reserves all the rights, privileges, and immunities that it now has under the law to fully patrol and police the streets, alleys, and public ways within the City; the granting of this franchise shall in no way interfere with the improvements or maintenance of any streets, alleys, or public ways; and the rights of the Franchisee herein to use the streets shall at all times be subservient to the right of the governing body of the City of Irving to fully exercise its rights or control over streets, alleys, and public ways.

15. **TAXES**: The Franchisee shall promptly pay all lawful sales, use and ad valorem taxes and other such levies and assessments, if any, that may lawfully be imposed upon it or its operations. Failure to pay any of these charges shall be deemed a breach of this Agreement.

16. **AMENDMENTS**: The City of Irving expressly reserves the right, after due notice to Franchisee, to modify, amend, alter, change, or eliminate any of the provisions of this Franchise and to impose such additional conditions upon the Franchisee as may be just and reasonable as determined by the City Council, the conditions to be those deemed necessary for the purpose of ensuring adequate service to the public.

17. **ASSIGNMENT OF AGREEMENT**: This Agreement and any and all rights and obligations hereunder may be assigned by the Franchisee only with the prior written consent of the City Council. All provisions of this Agreement shall apply to the Franchisee, its successors or assigns.

18. **SEVERABILITY**: If any section, subsection, sentence, clause, phrase, or other portion of this Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions herein, which other portions shall continue in full force and effect.

19. **MAILING OF NOTICES**: Every notice to be served upon the City or the Franchisee shall be hand delivered or sent by certified mail, return receipt requested. Every such notice to the Franchisee shall be delivered or sent to:

Amy Drew, President  
B & B Waste Transit, Inc.  
P.O. Box 1313  
Prosper, TX 75078

Physical address:  
B & B Waste Transit, Inc.  
1216 Maryland Dr.  
Irving, TX 75061
Every such communication to the City shall be delivered or sent to the following address:

Brenda A. Haney, Director  
Solid Waste Services  
City of Irving  
825 West Irving Boulevard  
Irving, Texas 75060

The mailing of such notice shall be equivalent to direct personal notice and shall be deemed to have been given when received. Either party may, upon written notice to the other party, change the address specified in this section.

20. **APPLICABLE LAW:** This Agreement shall be deemed to be executed in the City of Irving, State of Texas, regardless of the domicile of the Company, and shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any legal action or proceeding arising under or relating to this Agreement shall be in Dallas County, Texas.

21. **HEADINGS:** The headings contained in this Agreement are to facilitate reference only, and do not form a part of this Agreement, and shall not in any way affect the construction or interpretation herein.

EXECUTED this ____________ day of __________________________, 20_____.

THE CITY OF IRVING, TEXAS  
B & B WASTE TRANSIT, INC

By: ___________________________  
Richard Stopfer  
Mayor

By: ___________________________  
Amy Drew  
President

ATTEST:  
Shanae Jennings  
City Secretary

ATTEST:  

APPROVED AS TO FORM:

Kuruvilla Oommen  
City Attorney
Solid Waste Collection Franchise Application

Company Name: B & B Waste Transit, Inc.
Phone Number: 214-803-2294
Fax No.: 410-481-2711
Mailing Address: P.O. Box 1313
Prosper, TX 75078
Physical Address: Irving, TX 75061

Provide a brief description of any past business experience of the applicant including past solid waste collection service. Applicant must identify and describe any revocation or suspension by the City of solid waste collection franchise held by the applicant.

NA

Equipment/ Vehicle Summary: (vehicle/equipment itemization on attached sheet)
No. of Trucks: 5 No. of Dumpsters: 200 No. of Roll-Offs: 100

Provide a description of the proposed solid waste collection service:
We provide roll-off waste services for all types of solid debris.

Any Additional Information

Applicant must attach the following information:

1) Copy of documents establishing business
2) Documentary evidence from an insurance company indicating willingness to provide liability insurance.
3) Documentary evidence of payment of ad valorem taxes owed on real and personal property to be used in connection with the operation if the business establishment is located in the City.

I have read and agree to comply with all conditions and provisions of the Commercial Solid Waste Franchise Ordinance. I understand there will be a 5% Commercial Franchise Fee per year on gross receipts (payable quarterly) and a certified audit is due annually.

[Signature] 214-803-2294
Authorized (Owner/Officer) Representative (print) Telephone #
5/11/2019
Signature of Authorized Representative Date
CORPORATE ACKNOWLEDGMENT

THE STATE OF Texas §
COUNTY OF Collin §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared:

Amy Drew
(Print Name)
Owner
(Print Title)
of the corporation known as B & B Waste Transit, Inc., known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of said corporation, that he or she was duly authorized to perform the same by appropriate resolution of the board of directors of such corporation and that she or he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 14 day of May, A.D. 2019.

My Commission expires: 9/12/2022

TANNER MARTIN LUEHRS
Notary Public In and For
STATE OF TEXAS
My Comm. Exp. 09-12-22
Notary ID # 13172002-3
County, Collin

SINGLE ACKNOWLEDGMENT

THE STATE OF §
COUNTY OF §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared

____________________ known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _______, A.D., 2___

Notary Public In and For
____________________ County, __________

My Commission expires:

____________________

PARTNERSHIP ACKNOWLEDGMENT

THE STATE OF §
COUNTY OF §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day appeared:

____________________ (Print Name)
____________________ (Print Title)
of _________________ a partnership, known to me to be the person and partner whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said partnership, and that she or he was duly authorized as a partner of such partnership to perform same for the purpose and consideration therein expressed, and in the capacity therein stated. GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _______, A.D., 2___.

Notary Public In and For
____________________ County, __________

My Commission expires:

____________________
Articles of Incorporation
of
B & B Waste Transit, Inc.

ARTICLE ONE
The name of the Corporation is B & B Waste Transit, Inc.

ARTICLE TWO
The period of its duration is perpetual.

ARTICLE THREE
The purpose for which the Corporation is organized is the transaction of any and all lawful business for which a corporation may be incorporated under the Texas Business Corporation Act.

ARTICLE FOUR
The aggregate number of shares which the Corporation shall have authority to issue is Ten Thousand (10,000). The shares shall have no par value.

ARTICLE FIVE
The Corporation will not commence business until it has received for the issuance of its shares consideration of the value of $1,000.00, consisting of money, labor done or property actually received.
ARTICLE SIX

The street address of its initial Registered Office, and the name of its initial Registered Agent at this address, is as follows:

Amy Drew  
1916 Bridgestone Drive  
Corinth, Texas 76210

ARTICLE SEVEN

The number of initial Directors is two. The names and addresses of the initial directors are:

Amy Drew  
1916 Bridgestone Drive  
Corinth, Texas 76210

John Drew  
1916 Bridgestone Drive  
Corinth, Texas 76210

ARTICLE EIGHT

The name and address of the Incorporator is:

Marilyn S. Hershman  
408 W. 17th Street, Suite 101  
Austin, Texas 78701-1207  
(512) 474-2002

IN WITNESS WHEREOF: I have hereunto set my hand this 17th day of July, 2003.

Marilyn S. Hershman, Incorporator

Articles of Incorporation of  
B & B Waste Transit, Inc., Page 2
CERTIFICATE OF INCORPORATION

OF

B & B Waste Transit, Inc.
Filing Number: 800226338

The undersigned, as Secretary of State of Texas, hereby certifies that Articles of Incorporation for the above named corporation have been received in this office and have been found to conform to law.

Accordingly, the undersigned, as Secretary of State, and by virtue of the authority vested in the Secretary by law, hereby issues this Certificate of Incorporation.

Issuance of this Certificate of Incorporation does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 07/17/2003
Effective: 07/17/2003

Gwyn Shea
Secretary of State

Come visit us on the internet at http://www.sos.state.tx.us/
PHONE(512) 463-5555
FAX(512) 463-5709
TTY7-1-1

Prepared by: Katy Blaylock
Office of the Secretary of State

July 21, 2003

Lawyers Aid Service
408 W. 17th, Ste. 101
Austin, TX 78701 USA

RE: B & B Waste Transit, Inc.
File Number: 800226338

It has been our pleasure to file the articles of incorporation and issue the enclosed certificate of incorporation evidencing the existence of the newly created corporation.

Unless exempted, corporations are subject to state tax laws, including franchise tax laws. Shortly, the Comptroller of Public Accounts will be contacting the corporation at its registered office for information that will assist the Comptroller in setting up the franchise tax account for the corporation. The first year franchise tax return will be due a year and ninety days following incorporation. Thereafter, an annual franchise tax return is due in May of each year. If you need to contact the Comptroller about franchise taxes, you may contact the agency by calling (800) 252-1381, by e-mail to tax.help@cpa.state.tx.us or by writing P. O. Box 13528, Austin, TX 78711-3528. Telephone questions regarding other business taxes, including sales taxes, should be directed to (800) 252-5555.

Corporations do not file annual reports with the Secretary of State. Documents will be filed with the Secretary of State if the corporation needs to amend one of the provisions in its articles of incorporation. It is important for the corporation to continuously maintain a registered agent and office in Texas. Failure to maintain an agent or office or file a change to the information in Texas may result in involuntary dissolution of the corporation.

If we can be of further service at any time, please let us know.

Sincerely,

Corporations Section
Statutory Filings Division
(512) 463-5555

Enclosure
### Certificate of Liability Insurance

**Date:** 9/7/2018

**Producer:** MHBT, a Marsh & McLennan Agency, LLC Company  
8144 Walnut Hill Lane, 16th Floor  
Dallas TX 75231

**Insured:** B & B Waste Transit, Inc.  
P.O. Box 1313  
Prosper TX 75078

**Coverages:**

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Certificate Number: 436034159</th>
<th>Revision Number:</th>
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</thead>
<tbody>
<tr>
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**Insr Ltr:**

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<tr>
<th>Type of Insurance</th>
<th>Description</th>
<th>Policy Number</th>
<th>Policy Eff Date</th>
<th>Policy Exp Date</th>
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<td>DAMAGE TO RENTED PREMISES (Per occurrence): $100,000</td>
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<td>MED EXC (Any one person): $5,000</td>
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<td>BODY INJURY (Per person): $</td>
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<td>PROPERTY DAMAGE (Per accident): $</td>
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<td>E.L. EACH ACCIDENT: $1,000,000</td>
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<td>E.L. DISEASE - POLICY LIMIT: $1,000,000</td>
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</tbody>
</table>

**Workers Compensation and Employers Liability**

- **Any Proprietor/Partner/Executive Officer/Member Excluded**: N/A
- **Mandatory In N/A**: Y
- **Y/N**: N/A

**Description of Operations:**

- **Policy No:** ECP2012808/14
- **Carrier:** Neutilus Insurance Company
- **Pollution Liability Policy**:
  - **Per Occurrence**
  - **Professional Liability Policy**:
    - **Claims Made**
  - **Contractors Pollution Occurrence Limit** $1,000,000
  - **Each Pollution Condition**
  - **Deductible** $15,000 per Occurrence

**Certificate Holder:**

City of Irving  
Solid Waste Services  
825 W. Irving Blvd. – 2nd Floor  
Irving TX 75060

**Cancellation:**

**Should Any of the Above Described Policies Be Cancelled Before the Expiration Date Thereof, Notice Will Be Delivered According to the Policy Provisions.**

Authorized Representative: [Signature]

© 1988-2014 ACORD CORPORATION. All rights reserved.
AGENCY CUSTOMER ID: 
LOC #: 

ADDITIONAL REMARKS SCHEDULE

AGENCY
MHBT, a Marsh & McLennan Agency, LLC company

NAMED INSURED
B & B Waste Transit, Inc.
P.O. Box 1313
Prosper TX 75078

POLICY NUMBER

CARRIER

NAC CODE

EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Additional Insured Form #ECP1004 Edition 08/16 Applies to the General Liability Policy
Additional Insured Form #BSUM CA 06 Edition 02/13 Applies to the Business Auto Policy
Waiver of Subrogation Form #ENV2004 Edition 09/18 Applies to the General Liability Policy
Waiver of Subrogation Form #CA0444 Edition 10/13 Applies to the Business Auto Policy
Waiver of Subrogation Form #WC420304B Edition 06/14 Applies to the Workers Compensation Policy

The General Liability and Auto Liability policies include a blanket additional insured endorsement to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.
The General Liability, Auto Liability and Workers Compensation policies contain a blanket waiver of subrogation endorsement that may apply only when there is a written contract between the named insured and the certificate holder that requires such wording.
The General Liability policy contains a clause with "Primary and NonContributory" coverage to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

Excluded Officers
John Drew
Amy Drew
# 2018 TAX STATEMENT

**Account:** 990801031000000000

**Property Description:**
1216 MARYLAND DR, CI
PERSONAL PROPERTY
B AND B WASTE TRANSIT INC

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<thead>
<tr>
<th>Jurisdiction</th>
<th>Taxable Value</th>
<th>Tax Rate</th>
<th>Tax Due</th>
<th>Penalties</th>
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**Statement Date:** October

**Total taxes for account:** $5,263.01

**Previous payment on account:** $5.00

Pay taxes online at:
www.dallascounty.org/tax

**PAY BY JANUARY 31, 2019**

$5,263.01

Taxes include a 10% penalty

*Your check may be converted to electronic funds transfer*
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<thead>
<tr>
<th>Vehicle No.</th>
<th>Year</th>
<th>Make</th>
<th>Model</th>
<th>License No.</th>
<th>Vin #</th>
<th>DNT #</th>
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<td>F250</td>
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Ordinance -- First Reading -- Granting a Franchise to Bubba Tugs Corporation for Solid Waste Collection Services Beginning on June 10, 2019 and Ending on June 9, 2022 Pursuant to Chapter 33 of the Code of Civil and Criminal Ordinances of the City of Irving, Texas

Administrative Comments

1. This item has been recommended by Solid Waste Services.

2. **Impact:** The franchise will authorize Bubba Tugs Corporation to provide waste hauling services to various business throughout the City of Irving.

3. This franchise agreement establishes operational guidelines for dumpster cleanliness, litter control, limits service times near residential areas, requests coordination of collection times in school zones and, in general, sets in place some common industry practices.

4. Franchise Agreement is for three (3) years beginning on June 10, 2019 and ending on June 9, 2022. The franchise fee to be assessed is 5% of gross revenues for business generated in servicing dumpsters, roll-off containers, compactor containers, or collecting and hauling in open top trucks on waste collected within the City of Irving.

Recommendation

The ordinance be adopted.

ADDITIONAL COMMENTS:

**Contract Required:** Yes  
**Review Completed By:** Christina Weber  
**Previous Action:** Ord No. 2016-9810  
**Council Action:** Approval of Ordinance  
**Discretionary Contract Disclosure Form Required:** No  
**Certificate of Interested Parties (Form 1295) Required:** Yes  
- **TGC 2270 Verification Form Required:** Yes

ATTACHMENTS:

- Bubba Tugs Corp Franchise Agmt unsigned(DOCX)  
- Franchise Application Bubba Tugs Corporation  

CURRENT YEAR FINANCIAL IMPACT:  

NONE

REVISION INFORMATION:

Prepared: 5/24/2019 02:38 PM by Maria Guzman  
Last Updated: 6/4/2019 02:28 PM by Edith Brown
ORDINANCE NO. (ID # 10227)

AN ORDINANCE GRANTING TO BUBBA TUGS CORPORATION A FRANCHISE TO OPERATE A SOLID WASTE COLLECTION SERVICE IN THE CITY OF IRVING BEGINNING ON JUNE 10, 2019 AND ENDING ON JUNE 9, 2022; AND PRESCRIBING THE TERMS, CONDITIONS, OBLIGATIONS AND LIMITATIONS UPON AND UNDER WHICH SUCH FRANCHISE SHALL BE EXERCISED; AND PROVIDING A SEVERABILITY CLAUSE.

WHEREAS, Bubba Tugs Corporation seeks a solid waste collection franchise to operate a waste hauler service within the corporate limits of the City of Irving;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS:

SECTION 1. There is hereby granted to Bubba Tugs Corporation hereinafter referred to as “Franchisee,” the right and franchise to operate a solid waste collection service or business in the City of Irving, Texas, and to operate such service or business on the streets, alleys and public ways in the City of Irving beginning on June 10, 2019 and ending on June 9, 2022 and that the agreement between City and Franchisee, attached hereto, is incorporated herein, and the Mayor is hereby authorized to execute said agreement.

SECTION 2. This franchise shall be in force and effect until June 9, 2022 from and after the effective date of the third and final reading of this ordinance, unless sooner terminated by reason of default of Franchisee under the terms of this franchise and/or Chapter 33 of The Code of Civil and Criminal Ordinances of the City of Irving, Texas, including, but not limited to, the requirements in the attached agreement.

SECTION 3. Franchisee shall pay fees pursuant to Chapter 33 of The Code of Civil and Criminal Ordinances of the City of Irving, Texas, as amended.

SECTION 4. Franchisee shall keep in effect at all times public liability and property damage insurance policies in accordance with the terms and provisions of Chapter 33 of The Code of Civil and Criminal Ordinances of the City of Irving, Texas, as now enacted or hereafter amended, and as further set out in the agreement attached hereto, and a cancellation of such insurance policies shall automatically suspend this franchise until said insurance policies have been reinstated.

SECTION 5. Franchisee shall own, lease, contract for, or otherwise legally control every vehicle used in the service for which this franchise is granted whether or not the vehicle is owned by the Franchisee.

SECTION 6. No grant, right, or privilege afforded to the Franchisee under the terms of this franchise shall be transferred to any other person without application to the City of Irving for such transfer and approval thereof by action of the City Council.

SECTION 7. Franchisee shall immediately upon the effective date of this franchise, have installed a local telephone number to be called by the general public requesting service.

SECTION 8. Franchisee hereof shall comply with all the applicable terms and provisions of the ordinances of the City of Irving, Texas.
SECTION 9. This franchise shall be subject to revocation upon:

A. Violation of the ordinances of the City of Irving, any state or federal law applicable to the collection and disposition of solid waste material, this franchise, or the attached agreement, or

B. Franchisee failing to make payment of any and all fees due pursuant to this franchise and/or Chapter 33 of The Code of Civil and Criminal Ordinances of the City of Irving, Texas, as amended.

SECTION 10. That the terms and provisions of this ordinance shall be deemed to be severable and that if the validity of any section, subsection, sentence, clause, or phrase of this ordinance should be declared to be invalid, the same shall not affect the validity of any other section, subsection, sentence, clause, or phrase of this ordinance.

PASSED AND APPROVED UPON FIRST READING BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS, on June 20, 2019.

RICHARD H. STOPFER
MAYOR

PASSED AND APPROVED UPON SECOND READING BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS, on July 18, 2019.

RICHARD H. STOPFER
MAYOR

PASSED AND APPROVED UPON THIRD AND FINAL READING BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS, on August 1, 2019.

RICHARD H. STOPFER
MAYOR

ATTEST:

___________________________
Shanae Jennings
City Secretary

APPROVED AS TO FORM:

___________________________
Kuruvilla Oommen
City Attorney
FRANCHISE AGREEMENT

This Franchise Agreement (hereinafter referred to as “Agreement”) is made and entered by and between the City of Irving, Texas (“City”), and Bubba Tugs Corporation (“Franchisee”).

WITNESSETH

1. **FRANCHISE**: A non-exclusive franchise is hereby granted to use the public streets, alleys and thoroughfares within the corporate limits of the City of Irving for the purpose of engaging in the business of solid waste collection.

2. **TERM**: The term of this Agreement shall be for a period of no more than three (3) years, beginning on the effective date of execution of the Agreement, unless notice of termination is provided by one party to the other at least thirty (30) days prior to the anniversary date of the Agreement. Prior to each anniversary date, the Franchisee shall provide: (1) documentation that all lawful franchise fees, permit fees, sales, use and ad valorem taxes, and other such levies and assessments, if any, have been paid to the City; (2) proof of continuing indemnity insurance coverage as required under Section 13 of the Agreement; (3) documentation that all reports required within the Solid Waste Ordinance have been completed; (4) demonstrate financial ability to maintain a solid waste collection business; (5) an equipment and vehicle summary; and (6) a rate sheet for the use of the franchisee’s equipment in the event of a disaster either natural or man-made affecting the City of Irving.

3. **ORDINANCES OF THE CITY OF IRVING**: Franchisee shall abide by the ordinances of the City of Irving, in particular, but not limited to, the requirements of the City of Irving’s Solid Waste Collection Franchise Ordinance.

4. **SCOPE AND NATURE OF OPERATION**: It is expressly understood and agreed that the Franchisee may collect and deliver for disposal all solid waste, including recyclable materials, accumulated on premises within the corporate limits of the City, excluding residential service other than apartment complexes and motels, where the services are contracted for by individuals or companies with the Franchisee. Franchisee will, at its own expense, furnish personnel and equipment to collect solid waste and will establish and maintain in an efficient and businesslike manner the services that may be contracted for. Franchisee will furthermore comply with all applicable rules, regulations, laws and ordinances as directed by responsible governmental agencies having jurisdiction thereupon.
5. **REGULATION OF VEHICLES**: All vehicles used by the Franchisee for the collection and transportation of solid waste shall be covered at all times while loaded and in transit to prevent the spillage of solid waste onto the public streets or properties adjacent thereto. Any spillage will be promptly recovered by the Franchisee, and all vehicles owned by the Franchisee shall be clearly marked with the Franchisee’s name in letters not less than four (4) inches in height. All such vehicles shall be cleaned and maintained by Franchisee so as to be in good repair and of good appearance and, when idle, free of solid waste residue as may cause odor or provide a breeding place for vectors.

6. **REGULATION OF LEASED CONTAINERS**: It is specifically understood and agreed that the City of Irving shall permit the Franchisee to rent or lease containers for collection purposes to the owner or occupant of any premises within the corporate limits of the City, excluding residential customers other than apartment complexes and motels, for collection purposes subject to the following requirements:

   - ALL such containers shall be constructed according to good industry practice in the trade;

   - ALL such containers shall be equipped with suitable covers to prevent blowing or scattering of solid waste while being transported for disposal of their contents;

   - ALL such containers shall be cleaned and maintained by Franchisee so as to be in good repair, of a good appearance and free from such solid waste residues as may cause odor and provide a breeding place for vectors;

   - ALL such containers used for the disposal of food waste or other putrescible material shall be serviced no less than two times per week;

   - ALL such containers shall be clearly marked with the Franchisee’s current name and telephone number in letters not less than four (4) inches in height. Franchisee shall be responsible for making certain that the information reflected on the containers is current, and shall cause any changes necessary to reflect the current information to be made within thirty (30) days after the event, giving rise to the need for the change; and

   - Franchisee shall notify the City in writing within thirty (30) days of any change of name, address or telephone number of the Franchisee.
7. **DAMAGE TO PUBLIC PROPERTY:** Franchisee expressly agrees to assume liability for all costs of repair of public streets, bridges, rights-of-way, and other facilities that it damages in connection with the operation of its business with the exception of normal wear and tear.

8. **DISPOSAL OF SOLID WASTE:** It is specifically understood and agreed that Franchisee will comply with all rules, regulations, laws and ordinances. Disposal of all solid waste collected by the Franchisee from premises within the corporate limits of the City of Irving must be made at a lawfully permitted sanitary landfill. Franchisee’s violation of this provision shall be cause for immediate revocation of this Agreement.

9. **FRANCHISE FEE:** For and in consideration of the covenants and agreements herein contained, Franchisee hereby agrees to pay to the City of Irving a franchise fee of five percent (5%) of the gross revenues generated from Franchisee’s operations within the City.

Calculation: The calculation of gross revenues generated from operation within the City shall include all revenue, as determined in accordance with generally accepted accounting principles, which is derived, directly or indirectly, by the Franchisee from or in connection with its operation within the City. Gross revenues shall include, but are not limited to revenues received from the collection and disposal of all solid waste, whether by a company bearing Franchisee’s name or a company owned or controlled by Franchisee but operating under a different name.

Fee Payment: The franchise fee shall be paid on a quarterly basis no later than thirty (30) days after the end of each calendar quarter. The payment shall be made to the City of Irving Financial Services Department.

Delinquent Payments: Fee payments received after the due date shall be subject to interest at the rate of twelve percent (12%) per annum until the fees are paid in full. In addition, delinquent fees shall be subject to a late payment penalty of five percent (5%) for each month or portion thereof that the fees are outstanding. In no event, however, shall the penalties exceed twenty-five percent (25%) of the total delinquent fees nor shall interest charged exceed the maximum rate allowed by law.

10. **REPORTS:** Each quarterly payment shall be accompanied by a financial accounting report satisfactory to the City. The purpose of the report is to show the basis for the computation of the quarterly payment. The report shall include the sources and amounts of revenues upon which the payment was calculated. At a minimum, the report shall include a list of all active accounts during the quarter, the fee structure for each account, the revenue generated by the account, and tonnage collected within City. If Franchisee also provides recycling services within City, Franchisee is to report tonnage of recycling collected within City.
report shall also include a list of all accounts no longer serviced and all new business for the reporting quarter. In these reports, the identification of customers by account number is sufficient for compliance with this section. If Franchisee collects no revenue in a particular quarter, it shall file a report with the City indicating that no revenue has been collected.

11. **AUDITING BOOKS AND RECORDS**: The City shall have the authority to require an audit of the books and records of the Franchisee to determine the accuracy of Franchisee’s franchise fee payments. If the City determines that an audit under this paragraph is necessary:

   The City shall notify Franchisee when it wishes to require an audit under this section. The auditor shall be chosen by the City. The Franchisee shall promptly make available to the selected auditor, all books and records necessary to determine whether all franchise fees due the City have been paid. Failure to provide requested records within two business days of the request to the auditor shall be grounds for forfeiture.

   Upon completion of the audit, any demonstrated variance in the fees paid and the fees owed will be rectified. If Franchisee has underpaid, Franchisee will pay the difference to the City with interest and penalties provided for late payments. If Franchisee has overpaid, the City will refund the difference to Franchisee. If the variance is five percent (5%) or greater in favor of the City, Franchisee will pay the cost of the audit, otherwise the City and Franchisee will each pay fifty percent (50%) of the cost of the audit.

   An initial audit to determine baseline revenues shall be conducted, at the expense of the Franchisee, within one (1) year from the date of the execution of this Agreement. The Franchisee shall deliver the results of the audit to the City within thirty (30) days of receipt of the audit report.

12. **FORFEITURE**: The failure or refusal of a Franchisee to: (1) pay any quarterly installment of the annual fee when due; (2) submit any quarterly financial accounting reports; or (3) permit the City to conduct any audit described in Section 11, shall be deemed good cause for revocation of the Franchisee’s permit under the provisions of the Solid Waste Collection Ordinance of the City of Irving. No new permit shall be issued, and the Franchisee is prohibited from conducting any commercial solid waste collection activities within the City until, where applicable, all fees are paid in full, any required financial accounting reports submitted, or an audit of the Franchisee’s books and records is permitted. The failure or refusal of the Franchisee to comply with any of the provisions of this Agreement within ten (10) days after receiving written notice to do so from the City, shall be deemed a breach of this Agreement. The City Council, after giving notice and the
opportunity for a hearing to the Franchisee, may declare the Franchise forfeited and may prohibit the Franchisee from further use of the streets of the City under the Franchise. The Franchisee shall thereupon immediately surrender all rights in and under the Franchise, and the Franchise shall be null and void.

13. **INDEMNITY INSURANCE:** FRANCHISEE ASSUMES ALL RISK OF LOSS OR INJURY TO PROPERTY OR PERSONS ARISING FROM ANY OF ITS OPERATIONS (INCLUDING THOSE COMPANIES OWNED OR CONTROLLED BY FRANCHISEE BUT OPERATING IN THE CITY UNDER A DIFFERENT NAME) UNDER THIS AGREEMENT, AND AGREES TO INDEMNIFY AND HOLD HARMLESS THE CITY OF IRVING FROM ALL CLAIMS, DEMANDS, SUITS, JUDGMENTS, COSTS OR EXPENSES, INCLUDING ATTORNEY’S FEES, ARISING FROM ANY SUCH LOSS OR INJURY. It is expressly understood that the foregoing provisions shall not in any way limit the liability of the Franchisee. Franchisee agrees to carry the types of insurance (which insurance policies shall cover and name all companies owned or controlled by Franchisee but operating within the City operating under a different name) in minimum limits as follows:

A. Insurance and Amount: The Contractor shall furnish and maintain during the life of the contract adequate insurance in such amounts as follows:

<table>
<thead>
<tr>
<th>Type of Insurance</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Workers’ Compensation</td>
<td>Statutory Limit as set forth in the Workers’ Compensation Act.</td>
</tr>
<tr>
<td>Employers’ Liability Insurance</td>
<td></td>
</tr>
<tr>
<td>Minimum Limits</td>
<td></td>
</tr>
<tr>
<td></td>
<td>$500,000 Per Each Accident</td>
</tr>
<tr>
<td></td>
<td>$500,000 Occupational Disease Limit</td>
</tr>
<tr>
<td></td>
<td>$500,000 Occupational Disease per Employee</td>
</tr>
<tr>
<td>Commercial General Liability</td>
<td></td>
</tr>
<tr>
<td></td>
<td>$1,000,000 Per Occurrence</td>
</tr>
<tr>
<td></td>
<td>$1,000,000 Aggregate</td>
</tr>
<tr>
<td></td>
<td>$2,000,000 Products &amp; Completed Operations Aggregate</td>
</tr>
<tr>
<td>Business Auto Liability Insurance</td>
<td></td>
</tr>
<tr>
<td></td>
<td>$1,000,000 Combined Single</td>
</tr>
<tr>
<td></td>
<td>Limits for Bodily Injury and Property Damage</td>
</tr>
</tbody>
</table>

B. Additional Insured: The City of Irving shall be an additional insured on the Commercial General Liability Insurance Policy furnished by the Contractor.
14. **RETENTION OF RIGHTS BY CITY:** The City of Irving, in granting this franchise, fully retains and reserves all the rights, privileges, and immunities that it now has under the law to fully patrol and police the streets, alleys, and public ways within the City; the granting of this franchise shall in no way interfere with the improvements or maintenance of any streets, alleys, or public ways; and the rights of the Franchisee herein to use the streets shall at all times be subservient to the right of the governing body of the City of Irving to fully exercise its rights or control over streets, alleys, and public ways.

15. **TAXES:** The Franchisee shall promptly pay all lawful sales, use and ad valorem taxes and other such levies and assessments, if any, that may lawfully be imposed upon it or its operations. Failure to pay any of these charges shall be deemed a breach of this Agreement.

16. **AMENDMENTS:** The City of Irving expressly reserves the right, after due notice to Franchisee, to modify, amend, alter, change, or eliminate any of the provisions of this Franchise and to impose such additional conditions upon the Franchisee as may be just and reasonable as determined by the City Council, the conditions to be those deemed necessary for the purpose of ensuring adequate service to the public.

17. **ASSIGNMENT OF AGREEMENT:** This Agreement and any and all rights and obligations hereunder may be assigned by the Franchisee only with the prior written consent of the City Council. All provisions of this Agreement shall apply to the Franchisee, its successors or assigns.

18. **SEVERABILITY:** If any section, subsection, sentence, clause, phrase, or other portion of this Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions herein, which other portions shall continue in full force and effect.

19. **MAILING OF NOTICES:** Every notice to be served upon the City or the Franchisee shall be hand delivered or sent by certified mail, return receipt requested. Every such notice to the Franchisee shall be delivered or sent to:

   Gib Shellenberger  
   Bubba Tugs Corporation  
   4340 N. Central Expressway  
   Dallas, TX 75206

   Every such communication to the City shall be delivered or sent to the following address:
The mailing of such notice shall be equivalent to direct personal notice and shall be deemed to have been given when received. Either party may, upon written notice to the other party, change the address specified in this section.

20. APPLICABLE LAW: This Agreement shall be deemed to be executed in the City of Irving, State of Texas, regardless of the domicile of the Company, and shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any legal action or proceeding arising under or relating to this Agreement shall be in Dallas County, Texas.

21. HEADINGS: The headings contained in this Agreement are to facilitate reference only, and do not form a part of this Agreement, and shall not in any way affect the construction or interpretation herein.

EXECUTED this ____________ day of ___________________________, 20_____.

THE CITY OF IRVING, TEXAS

By: ____________________________
Richard Stopfer
Mayor

BUBBA TUGS CORPORATION

By: ____________________________
Gib Shellenberger
Owner

ATTEST:

Shanae Jennings
City Secretary

APPROVED AS TO FORM:

Kuruvilla Oommen
City Attorney
Solid Waste Collection Franchise Application

Company Name: Bubba Tugs Corporation
Phone Number: 214-935-8860
Fax No.: 469-930-9677
Mailing Address: 1914 Skillman St., Ste 110-386, Dallas, TX 75206
Physical Address: 4340 North Central Expressway, Ste 100, Dallas, TX 75206

Provide a brief description of any past business experience of the applicant including past solid waste collection service. Applicant must identify and describe any revocation or suspension by the City of solid waste collection franchise held by the applicant.

Bubba Tugs Corporation is currently providing solid waste collection services under our existing franchise agreement.

Equipment/ Vehicle Summary: (vehicle/equipment itemization on attached sheet)

<table>
<thead>
<tr>
<th>No. of Trucks</th>
<th>No. of Dumpsters</th>
<th>No. of Roll-Offs</th>
</tr>
</thead>
<tbody>
<tr>
<td>10</td>
<td>0</td>
<td>264</td>
</tr>
</tbody>
</table>

Provide a description of the proposed solid waste collection service:
BubbaTugs Corporation will provide roll-off dumpster service with company owned truck and container operated by company employees. We will deliver, service and remove containers for each site. All solid waste will be transported to a permitted landfill facility for disposal.

Any Additional Information

Applicant must attach the following information:

1) Copy of documents establishing business
2) Documentary evidence from an insurance company indicating willingness to provide liability insurance.
3) Documentary evidence of payment of ad valorem taxes owed on real and personal property to be used in connection with the operation if the business establishment is located in the City.

I have read and agree to comply with all conditions and provisions of the Commercial Solid Waste Franchise Ordinance. I understand there will be a 5% Commercial Franchise Fee per year on gross receipts (payable quarterly) and a certified audit is due annually.

David Cathcart / CFO 214-935-8860
Authorized (Owner/Officer) Representative (print) Telephone #

Signature of Authorized Representative Date

Packet Pg. 192
CORPORATE ACKNOWLEDGMENT

THE STATE OF Texas $
COUNTY OF Dallas $

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared:

David Cathcart
(Print Name)
CFO
(Print Title)
of the corporation known as Bubba Tugs Corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of said corporation, that he or she was duly authorized to perform the same by appropriate resolution of the board of directors of such corporation and that she or he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 83 day of April, A.D., 2019

[Signature]
Notary Public In and For
Dallas County, Texas

My Commission expires: 05-3-2020

SINGLE ACKNOWLEDGMENT

THE STATE OF $
COUNTY OF $

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared

__________________________ known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ___ day of ___________, A.D., 2____

__________________________
Notary Public In and For
_______________ County, _________

My Commission expires:

__________________________

PARTNERSHIP ACKNOWLEDGMENT

THE STATE OF $
COUNTY OF $

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day appeared:

__________________________ (Print Name)
__________________________ (Print Title)
of ___________________________ a partnership, known to me to be the person and partner whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said partnership, and that she or he was duly authorized as a partner of such partnership to perform same for the purpose and consideration therein expressed, and in the capacity therein stated. GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of ___________, A.D., 2____

__________________________
Notary Public In and For
_______________ County, _________

My Commission expires:
<table>
<thead>
<tr>
<th>Vehicle No.</th>
<th>Year</th>
<th>Make</th>
<th>Model</th>
<th>License No.</th>
<th>VIN #</th>
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</thead>
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<td>4292</td>
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<td>DM600</td>
<td>FNP0291</td>
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<td>1M2AG11C27M047236</td>
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<tr>
<td>6631</td>
<td>1999</td>
<td>Volvo</td>
<td></td>
<td>LNH8362</td>
<td>4VHJCCBE4XN867648</td>
</tr>
</tbody>
</table>

Additional pages may be attached, as necessary.
CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/23/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFRS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed if SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement of this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Higginbotham Insurance Agency, Inc.
500 W. 13TH
Fort Worth TX 75102

CONTACT NAME: Alicia Berry
PHONE 817-347-6955
FAX 817-347-6981
EMAIL A.berry@higginbotham.net

INSURED
Bubba Tugs Corporation
4340 N. Central Expressway, Ste 100
Dallas TX 75208

INSURER A: Commerce & Industry Insurance Co
INSURER B: James River Insurance Company
INSURER C: Prime Insurance Company

COVERAGE TABLE

<table>
<thead>
<tr>
<th>COVERAGE</th>
<th>CERTIFICATE NUMBER: 1057372286</th>
</tr>
</thead>
<tbody>
<tr>
<td>COMMERICAL GENERAL LIABILITY</td>
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<tr>
<td>AUTOMOBILE LIABILITY</td>
<td>SC180803960</td>
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<tr>
<td>UMBRELLA LIABILITY</td>
<td>BE016839143</td>
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</tbody>
</table>

POLICY NUMBER 8/23/2018 8/23/2019

LIMITS
- EACH OCCURRENCE $1,000,000
- DAMAGE TO RENTED PREMISES (14 occurrences) $50,000
- MED EXP (Any one person) $5,000
- PERSONAL & ADV INJURY $1,000,000
- GENERAL AGGREGATE $2,000,000
- PRODUCTS-CONSPRO AGG $2,000,000
- AUTOMOBILE COMBINED SINGLE LIMIT (4 autos) $1,000,000
- BODILY INJURY (Per person) $ |
- BODILY INJURY (Per accident) $ |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The General Liability (includes Completed Operations coverage) policy includes a blanket automatic additional insured endorsement that provides additional insured status, a blanket waiver of subrogation endorsement to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The General Liability policy has a blanket Primary & Non Contributory endorsement that affords that coverage to certificate holders only where there is a contract between the Named Insured and the certificate holder that requires such status.

The Umbrella is follow form.

CERTIFICATE HOLDER
City of Irving
110 E. Hunter Ferrell Rd.
Irving TX 75060

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED ON OR BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.
CERTIFICATE OF LIABILITY INSURANCE

PRODUCER
LOVE INSURANCE AGENCY
5400 E Mockingbird Lane
Dallas, TX 75205

INSURED
Bubba Tugs Corporation
1514 Skillman St
Dallas, TX 75206

COVERAGE
COMMERCIAL GENERAL LIABILITY
CLAIMS-MADE

GEN'L AGGREGATE LIMIT APPLIES PER:
POLICY
LOC
OTHER

AUTOMOBILE LIABILITY
ANY AUTO
OWNED
HITTED

UMBRELLA LIAB

EXCESS LIABILITY

WORKERS' COMPENSATION
AND EMPLOYER'S LIABILITY

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER
City of Irving
110 E Hunter Ferrell Rd
Irving, Texas 75060

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.
Ordinance -- First Reading -- Granting a Franchise to Champion Waste & Recycling Services, LLC, for Solid Waste Collection Services Beginning on June 10, 2019 and Ending on June 9, 2022 Pursuant to Chapter 33 of the Code of Civil and Criminal Ordinances of the City of Irving, Texas

Administrative Comments
1. This item has been recommended by Solid Waste Services.
2. **Impact**: The franchise will authorize Champion Waste & Recycling Services, LLC to provide waste hauling services to various business throughout the City of Irving.
3. This franchise agreement establishes operational guidelines for dumpster cleanliness, litter control, limits service times near residential areas, requests coordination of collection times in school zones and, in general, sets in place some common industry practices.
4. Franchise Agreement is for three (3) years beginning on June 10, 2019 and ending on June 9, 2022. The franchise fee to be assessed is 5% of gross revenues for business generated in servicing dumpsters, roll-off containers, compactor containers, or collecting and hauling in open top trucks on waste collected within the City of Irving.

Recommendation
The ordinance be adopted.

ADDITIONAL COMMENTS:

- **Contract Required**: Yes
- **Review Completed By**: Christina Weber
- **Previous Action**: Ord No. 2016-9800
- **Council Action**: Approval of Ordinance
- **Discretionary Contract Disclosure Form Required**: No
- **Certificate of Interested Parties (Form 1295) Required**: Yes
  - TGC 2270 Verification Form Required: Yes

ATTACHMENTS:
- Champion Waste & Recycling Completed Application  (PDF)
- Champion Waste & Recycling Services, LLC Franchise Agreement unsigned  (DOCX)

CURRENT YEAR FINANCIAL IMPACT:
NONE

REVISION INFORMATION:
Prepared: 5/24/2019 12:34 PM by Maria Guzman
Last Updated: 6/6/2019 06:11 PM by Edith Brown
ORDINANCE NO. (ID # 10217)

AN ORDINANCE GRANTING TO CHAMPION WASTE & RECYCLING SERVICES, LLC A FRANCHISE TO OPERATE A SOLID WASTE COLLECTION SERVICE IN THE CITY OF IRVING BEGINNING ON JUNE 10, 2019 AND ENDING ON JUNE 9, 2022; AND PRESCRIBING THE TERMS, CONDITIONS, OBLIGATIONS AND LIMITATIONS UPON AND UNDER WHICH SUCH FRANCHISE SHALL BE EXERCISED; AND PROVIDING A SEVERABILITY CLAUSE.

WHEREAS, Champion Waste & Recycling Services, LLC, seeks a solid waste collection franchise to operate a waste hauler service within the corporate limits of the City of Irving;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS:

SECTION 1. There is hereby granted to Champion Waste & Recycling Services, LLC, hereinafter referred to as “Franchisee,” the right and franchise to operate a solid waste collection service or business in the City of Irving, Texas, and to operate such service or business on the streets, alleys, and public ways in the City of Irving beginning on June 10, 2019 and ending on June 9, 2022 and that the agreement between City and Franchisee, attached hereto, is incorporated herein, and the Mayor is hereby authorized to execute said agreement.

SECTION 2. This franchise shall be in force and effect until June 9, 2022 from and after the effective date of the third and final reading of this ordinance, unless sooner terminated by reason of default of Franchisee under the terms of this franchise and/or Chapter 33 of The Code of Civil and Criminal Ordinances of the City of Irving, Texas, including, but not limited to, the requirements in the attached agreement.

SECTION 3. Franchisee shall pay fees pursuant to Chapter 33 of The Code of Civil and Criminal Ordinances of the City of Irving, Texas, as amended.

SECTION 4. Franchisee shall keep in effect at all times public liability and property damage insurance policies in accordance with the terms and provisions of Chapter 33 of The Code of Civil and Criminal Ordinances of the City of Irving, Texas, as now enacted or hereafter amended, and as further set out in the agreement attached hereto, and a cancellation of such insurance policies shall automatically suspend this franchise until said insurance policies have been reinstated.

SECTION 5. Franchisee shall own, lease, contract for, or otherwise legally control every vehicle used in the service for which this franchise is granted whether or not the vehicle is owned by the Franchisee.

SECTION 6. No grant, right, or privilege afforded to the Franchisee under the terms of this franchise shall be transferred to any other person without application to the City of Irving for such transfer and approval thereof by action of the City Council.

SECTION 7. Franchisee shall immediately upon the effective date of this franchise, have installed a local telephone number to be called by the general public requesting service.

SECTION 8. Franchisee hereof shall comply with all the applicable terms and provisions of the ordinances of the City of Irving, Texas.

-1-
SECTION 9. This franchise shall be subject to revocation upon:

A. Violation of the ordinances of the City of Irving, any state or federal law applicable to the collection and disposition of solid waste material, this franchise, or the attached agreement, or

B. Franchisee failing to make payment of any and all fees due pursuant to this franchise and/or Chapter 33 of The Code of Civil and Criminal Ordinances of the City of Irving, Texas, as amended.

SECTION 10. That the terms and provisions of this ordinance shall be deemed to be severable and that if the validity of any section, subsection, sentence, clause, or phrase of this ordinance should be declared to be invalid, the same shall not affect the validity of any other section, subsection, sentence, clause, or phrase of this ordinance.

PASSED AND APPROVED UPON FIRST READING BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS, on June 20, 2019.

________________________________________
RICHARD H. STOPFER
MAYOR

PASSED AND APPROVED UPON SECOND READING BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS, on July 18, 2019.

________________________________________
RICHARD H. STOPFER
MAYOR

PASSED AND APPROVED UPON THIRD AND FINAL READING BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS, on August 1, 2019.

________________________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

________________________________________
Shanae Jennings
City Secretary

APPROVED AS TO FORM:

________________________________________
Kuruvilla Oommen
City Attorney
Solid Waste Collection Franchise Application

Company Name: Champion Waste & Recycling Services, LLC
Phone Number: 214-637-6500 x 101
Fax No.: 214-638-2945
Mailing Address: PO Box 1500
Cedar Hill, TX 75100
Physical Address: 2400 Vinson St
Dallas, TX 75212

Provide a brief description of any past business experience of the applicant including past solid waste collection service. Applicant must identify and describe any revocation or suspension by the City of solid waste collection franchise held by the applicant.

Champion has been servicing accounts without interruption in North Dallas for 18 years.

Equipment/Vehicle Summary: (vehicle/equipment itemization on attached sheet)

No. of Trucks: 35 No. of Dumpsters: 31 No. of Roll-Offs: 32

Provide a description of the proposed solid waste collection service:

________________________________________

________________________________________

________________________________________

________________________________________

Any Additional Information

________________________________________

Applicant must attach the following information:

1) Copy of documents establishing business
2) Documentary evidence from an insurance company indicating willingness to provide liability insurance.
3) Documentary evidence of payment of ad valorem taxes owed on real and personal property to be used in connection with the operation if the business establishment is located in the City.

I have read and agree to comply with all conditions and provisions of the Commercial Solid Waste Franchise Ordinance. I understand there will be a 5% Commercial Franchise Fee per year on gross receipts (payable quarterly) and a certified audit is due annually.

Michelle G. Kuchar, President 214-637-6500 x 103
Authorized (Owner/Officer) Representative (print)

Telephone #

Signature of Authorized Representative Date

4/30/19
CORPORATE ACKNOWLEDGMENT

THE STATE OF Texas $
COUNTY OF Dallas $

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared:

Michelle Kuhar
(Print Name) 
President
(Print Title)

of the corporation known as Champion Waste Recycling Services, LLC, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of said corporation, that he or she was duly authorized to perform the same by appropriate resolution of the board of directors of such corporation and that she or he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 30th day of April, A.D. 2019

My Commission expires: 8 May 2021

SINGLE ACKNOWLEDGMENT

THE STATE OF $ 
COUNTY OF $ 

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared ______________________ known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of __________, A.D. 2________

My Commission expires: ______________________

PARTNERSHIP ACKNOWLEDGMENT

THE STATE OF $ 
COUNTY OF $ 

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day appeared:

__________________________
(Print Name) 
__________________________
(Print Title)

of ______________________ a partnership, known to me to be the person and partner whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said partnership, and that she or he was duly authorized as a partner of such partnership to perform same for the purpose and consideration therein expressed, and in the capacity therein stated. GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of __________, A.D. 2________

My Commission expires: ______________________
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Assurance Agency, Ltd
1750 E Golf Road
Suite 1100
Schaumburg IL 60173

CONTACT NAME: Emelina Medellin
PHONE (IC): (847) 463-7889
EMAIL: emedellin@assuranceagency.com

INSURED
Champion Waste & Recycling Services LLC
P.O. Box 1500
Celina TX 75599

INSURER A: Texas Mutual Insurance Company
INSURER B: Everest Indemnity Company
INSURER C: Everest Denali Insurance Company

COVERAGES

<table>
<thead>
<tr>
<th>INSR LTR</th>
<th>TYPE OF INSURANCE</th>
<th>ADDED INSR</th>
<th>POLICY NUMBER</th>
<th>POLICY EFF (MM/DD/YYYY)</th>
<th>POLICY EXP (MM/DD/YYYY)</th>
<th>LIMITS</th>
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<tr>
<td>B</td>
<td>COMMERCIAL GENERAL LIABILITY</td>
<td>CLAIMS-MADE OCCUR</td>
<td>EF4ML06301-191</td>
<td>4/30/2019</td>
<td>4/30/2020</td>
<td>EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) $1,000,000</td>
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<td>MED EXP (Any one person) $100,000</td>
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<td>PERSONAL &amp; ADV INJURY $1,000,000</td>
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<td>GENERAL AGGREGATE $2,000,000</td>
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<td>PRODUCTS - COMPOP AGG $2,000,000</td>
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<tr>
<td>C</td>
<td>AUTOMOBILE LIABILITY</td>
<td>ANY AUTO</td>
<td>EF4CA00332-151</td>
<td>4/30/2019</td>
<td>4/30/2020</td>
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<td>OWNED AUTOS ONLY</td>
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<td>BODILY INJURY (Per person) $5</td>
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<td>HIRED AUTOS ONLY</td>
<td>NON-OWNED AUTOS</td>
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<td>BODILY INJURY (Per accident) $5</td>
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<td>PROPERTY DAMAGE (Per accident) $5</td>
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<tr>
<td>B</td>
<td>UMBRELLA LIABILITY</td>
<td>OCCUR</td>
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<td>4/30/2019</td>
<td>4/30/2020</td>
<td>EACH OCCURRENCE $10,000,000</td>
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<td>CLAIMS-MADE</td>
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<td></td>
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<td>E.L. EACH ACCIDENT $1,000,000</td>
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<td>E.L. DISEASE - EA EMPLOYEE $1,000,000</td>
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<td>E.L. DISEASE - POLICY LIMIT $1,000,000</td>
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<td>4/30/2020</td>
<td>Each Occurrence Aggregate $1,000,000 $2,000,000</td>
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</tr>
</tbody>
</table>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**Workers Compensation and Employers' Liability: Any Proprietor/Partner/Executive Officer/Member, as listed on the policy, is excluded.**

It is agreed that the Certificate Holder is Additional Insured, when required by written contract, on the General Liability with respect to operations performed by the Named Insured in connection with this project.

CERTIFICATE HOLDER
City of Irving
110 E. Hunter Ferrell Road
Irving, TX 75060

Cancellation

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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# Vehicle/Equipment Itemization

<table>
<thead>
<tr>
<th>Vehicle No.</th>
<th>Year</th>
<th>Make</th>
<th>Model</th>
<th>License No.</th>
<th>VIN #</th>
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<tr>
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<td>MACK</td>
<td>Roll Off</td>
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<td>MACK</td>
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Additional pages may be attached, as necessary.
FRANCHISE AGREEMENT

This Franchise Agreement (hereinafter referred to as “Agreement”) is made and entered by and between the City of Irving, Texas (“City”), and Champion Waste & Recycling Services, LLC (“Franchisee”).

WITNESSETH

1. FRANCHISE: A non-exclusive franchise is hereby granted to use the public streets, alleys and thoroughfares within the corporate limits of the City of Irving for the purpose of engaging in the business of solid waste collection.

2. TERM: The term of this Agreement shall be for a period of no more than three (3) years, beginning on the effective date of execution of the Agreement, unless notice of termination is provided by one party to the other at least thirty (30) days prior to the anniversary date of the Agreement. Prior to each anniversary date, the Franchisee shall provide: (1) documentation that all lawful franchise fees, permit fees, sales, use and ad valorem taxes, and other such levies and assessments, if any, have been paid to the City; (2) proof of continuing indemnity insurance coverage as required under Section 13 of the Agreement; (3) documentation that all reports required within the Solid Waste Ordinance have been completed; (4) demonstrate financial ability to maintain a solid waste collection business; (5) an equipment and vehicle summary; and (6) a rate sheet for the use of the franchisee’s equipment in the event of a disaster either natural or man-made affecting the City of Irving.

3. ORDINANCES OF THE CITY OF IRVING: Franchisee shall abide by the ordinances of the City of Irving, in particular, but not limited to, the requirements of the City of Irving’s Solid Waste Collection Franchise Ordinance.

4. SCOPE AND NATURE OF OPERATION: It is expressly understood and agreed that the Franchisee may collect and deliver for disposal all solid waste, including recyclable materials, accumulated on premises within the corporate limits of the City, excluding residential service other than apartment complexes and motels, where the services are contracted for by individuals or companies with the Franchisee. Franchisee will, at its own expense, furnish personnel and equipment to collect solid waste and will establish and maintain in an efficient and businesslike manner the services that may be contracted for. Franchisee will furthermore comply with all applicable rules, regulations, laws and ordinances as directed by responsible governmental agencies having jurisdiction thereupon.
5. **REGULATION OF VEHICLES:** All vehicles used by the Franchisee for the collection and transportation of solid waste shall be covered at all times while loaded and in transit to prevent the spillage of solid waste onto the public streets or properties adjacent thereto. Any spillage will be promptly recovered by the Franchisee, and all vehicles owned by the Franchisee shall be clearly marked with the Franchisee’s name in letters not less than four (4) inches in height. All such vehicles shall be cleaned and maintained by Franchisee so as to be in good repair and of good appearance and, when idle, free of solid waste residue as may cause odor or provide a breeding place for vectors.

6. **REGULATION OF LEASED CONTAINERS:** It is specifically understood and agreed that the City of Irving shall permit the Franchisee to rent or lease containers for collection purposes to the owner or occupant of any premises within the corporate limits of the City, excluding residential customers other than apartment complexes and motels, for collection purposes subject to the following requirements:

   ALL such containers shall be constructed according to good industry practice in the trade;

   ALL such containers shall be equipped with suitable covers to prevent blowing or scattering of solid waste while being transported for disposal of their contents;

   ALL such containers shall be cleaned and maintained by Franchisee so as to be in good repair, of a good appearance and free from such solid waste residues as may cause odor and provide a breeding place for vectors;

   ALL such containers used for the disposal of food waste or other putrescible material shall be serviced no less than two times per week;

   ALL such containers shall be clearly marked with the Franchisee’s current name and telephone number in letters not less than four (4) inches in height. Franchisee shall be responsible for making certain that the information reflected on the containers is current, and shall cause any changes necessary to reflect the current information to be made within thirty (30) days after the event, giving rise to the need for the change; and

   Franchisee shall notify the City in writing within thirty (30) days of any change of name, address or telephone number of the Franchisee.
7. **DAMAGE TO PUBLIC PROPERTY:** Franchisee expressly agrees to assume liability for all costs of repair of public streets, bridges, rights-of-way, and other facilities that it damages in connection with the operation of its business with the exception of normal wear and tear.

8. **DISPOSAL OF SOLID WASTE:** It is specifically understood and agreed that Franchisee will comply with all rules, regulations, laws and ordinances. Disposal of all solid waste collected by the Franchisee from premises within the corporate limits of the City of Irving must be made at a lawfully permitted sanitary landfill. Franchisee’s violation of this provision shall be cause for immediate revocation of this Agreement.

9. **FRANCHISE FEE:** For and in consideration of the covenants and agreements herein contained, Franchisee hereby agrees to pay to the City of Irving a franchise fee of five percent (5%) of the gross revenues generated from Franchisee’s operations within the City.

   Calculation: The calculation of gross revenues generated from operation within the City shall include all revenue, as determined in accordance with generally accepted accounting principles, which is derived, directly or indirectly, by the Franchisee from or in connection with its operation within the City. Gross revenues shall include, but are not limited to revenues received from the collection and disposal of all solid waste, whether by a company bearing Franchisee’s name or a company owned or controlled by Franchisee but operating under a different name.

   Fee Payment: The franchise fee shall be paid on a quarterly basis no later than thirty (30) days after the end of each calendar quarter. The payment shall be made to the City of Irving Financial Services Department.

   Delinquent Payments: Fee payments received after the due date shall be subject to interest at the rate of twelve percent (12%) per annum until the fees are paid in full. In addition, delinquent fees shall be subject to a late payment penalty of five percent (5%) for each month or portion thereof that the fees are outstanding. In no event, however, shall the penalties exceed twenty-five percent (25%) of the total delinquent fees nor shall interest charged exceed the maximum rate allowed by law.

10. **REPORTS:** Each quarterly payment shall be accompanied by a financial accounting report satisfactory to the City. The purpose of the report is to show the basis for the computation of the quarterly payment. The report shall include the sources and amounts of revenues upon which the payment was calculated. At a minimum, the report shall include a list of all active accounts during the quarter, the fee structure for each account, the revenue generated by the account, and tonnage collected within City. If Franchisee also provides recycling services within City, Franchisee is to report tonnage of recycling collected within City.
report shall also include a list of all accounts no longer serviced and all new business for the reporting quarter. In these reports, the identification of customers by account number is sufficient for compliance with this section. If Franchisee collects no revenue in a particular quarter, it shall file a report with the City indicating that no revenue has been collected.

11. **AUDITING BOOKS AND RECORDS:** The City shall have the authority to require an audit of the books and records of the Franchisee to determine the accuracy of Franchisee’s franchise fee payments. If the City determines that an audit under this paragraph is necessary:

The City shall notify Franchisee when it wishes to require an audit under this section. The auditor shall be chosen by the City. The Franchisee shall promptly make available to the selected auditor, all books and records necessary to determine whether all franchise fees due the City have been paid. Failure to provide requested records within two business days of the request to the auditor shall be grounds for forfeiture.

Upon completion of the audit, any demonstrated variance in the fees paid and the fees owed will be rectified. If Franchisee has underpaid, Franchisee will pay the difference to the City with interest and penalties provided for late payments. If Franchisee has overpaid, the City will refund the difference to Franchisee. If the variance is five percent (5%) or greater in favor of the City, Franchisee will pay the cost of the audit, otherwise the City and Franchisee will each pay fifty percent (50%) of the cost of the audit.

An initial audit to determine baseline revenues shall be conducted, at the expense of the Franchisee, within one (1) year from the date of the execution of this Agreement. The Franchisee shall deliver the results of the audit to the City within thirty (30) days of receipt of the audit report.

12. **FORFEITURE:** The failure or refusal of a Franchisee to: (1) pay any quarterly installment of the annual fee when due; (2) submit any quarterly financial accounting reports; or (3) permit the City to conduct any audit described in Section 11, shall be deemed good cause for revocation of the Franchisee’s permit under the provisions of the Solid Waste Collection Ordinance of the City of Irving. No new permit shall be issued, and the Franchisee is prohibited from conducting any commercial solid waste collection activities within the City until, where applicable, all fees are paid in full, any required financial accounting reports submitted, or an audit of the Franchisee’s books and records is permitted. The failure or refusal of the Franchisee to comply with any of the provisions of this Agreement within ten (10) days after receiving written notice to do so from the City, shall be deemed a breach of this Agreement. The City Council, after giving notice and the
opportunity for a hearing to the Franchisee, may declare the Franchise forfeited and may prohibit the Franchisee from further use of the streets of the City under the Franchise. The Franchisee shall thereupon immediately surrender all rights in and under the Franchise, and the Franchise shall be null and void.

13. **INDEMNITY INSURANCE:** **FRANCHISEE ASSUMES ALL RISK OF LOSS OR INJURY TO PROPERTY OR PERSONS ARISING FROM ANY OF ITS OPERATIONS (INCLUDING THOSE COMPANIES OWNED OR CONTROLLED BY FRANCHISEE BUT OPERATING IN THE CITY UNDER A DIFFERENT NAME) UNDER THIS AGREEMENT, AND AGREES TO INDEMNIFY AND HOLD HARMLESS THE CITY OF IRVING FROM ALL CLAIMS, DEMANDS, SUITS, JUDGMENTS, COSTS OR EXPENSES, INCLUDING ATTORNEY’S FEES, ARISING FROM ANY SUCH LOSS OR INJURY.** It is expressly understood that the foregoing provisions shall not in any way limit the liability of the Franchisee. Franchisee agrees to carry the types of insurance (which insurance policies shall cover and name all companies owned or controlled by Franchisee but operating within the City operating under a different name) in minimum limits as follows:

A. Insurance and Amount: The Contractor shall furnish and maintain during the life of the contract adequate insurance in such amounts as follows:

<table>
<thead>
<tr>
<th>Type of Insurance</th>
<th>Amount</th>
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<tbody>
<tr>
<td>Workers’ Compensation</td>
<td>Statutory Limit as set forth in the Workers’ Compensation Act.</td>
</tr>
<tr>
<td>Employers’ Liability Insurance</td>
<td>$500,000 Per Each Accident</td>
</tr>
<tr>
<td>Minimum Limits</td>
<td>$500,000 Occupational Disease Limit</td>
</tr>
<tr>
<td></td>
<td>$500,000 Occupational Disease per Employee</td>
</tr>
<tr>
<td>Commercial General Liability</td>
<td>$1,000,000 Per Occurrence</td>
</tr>
<tr>
<td></td>
<td>$1,000,000 Aggregate</td>
</tr>
<tr>
<td></td>
<td>$2,000,000 Products &amp; Completed Operations Aggregate</td>
</tr>
<tr>
<td>Business Auto Liability Insurance</td>
<td>$1,000,000 Combined Single Limits for Bodily Injury and Property Damage</td>
</tr>
</tbody>
</table>

B. **Additional Insured:** The City of Irving shall be an additional insured on the Commercial General Liability Insurance Policy furnished by the Contractor.
14. **RETENTION OF RIGHTS BY CITY**: The City of Irving, in granting this franchise, fully retains and reserves all the rights, privileges, and immunities that it now has under the law to fully patrol and police the streets, alleys, and public ways within the City; the granting of this franchise shall in no way interfere with the improvements or maintenance of any streets, alleys, or public ways; and the rights of the Franchisee herein to use the streets shall at all times be subservient to the right of the governing body of the City of Irving to fully exercise its rights or control over streets, alleys, and public ways.

15. **TAXES**: The Franchisee shall promptly pay all lawful sales, use and ad valorem taxes and other such levies and assessments, if any, that may lawfully be imposed upon it or its operations. Failure to pay any of these charges shall be deemed a breach of this Agreement.

16. **AMENDMENTS**: The City of Irving expressly reserves the right, after due notice to Franchisee, to modify, amend, alter, change, or eliminate any of the provisions of this Franchise and to impose such additional conditions upon the Franchisee as may be just and reasonable as determined by the City Council, the conditions to be those deemed necessary for the purpose of ensuring adequate service to the public.

17. **ASSIGNMENT OF AGREEMENT**: This Agreement and any and all rights and obligations hereunder may be assigned by the Franchisee only with the prior written consent of the City Council. All provisions of this Agreement shall apply to the Franchisee, its successors or assigns.

18. **SEVERABILITY**: If any section, subsection, sentence, clause, phrase, or other portion of this Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions herein, which other portions shall continue in full force and effect.

19. **MAILING OF NOTICES**: Every notice to be served upon the City or the Franchisee shall be hand delivered or sent by certified mail, return receipt requested. Every such notice to the Franchisee shall be delivered or sent to:

   Michelle Kuhar
   Champion Waste & Recycling Services, LLC
   P.O. Box 1500
   Celina, TX 75009

   [Physical address information not fully visible in the image]
Every such communication to the City shall be delivered or sent to the following address:

Ramiro Lopez, Assistant City Manager  
Solid Waste Services  
City of Irving  
825 West Irving Boulevard  
Irving, Texas 75060

The mailing of such notice shall be equivalent to direct personal notice and shall be deemed to have been given when received. Either party may, upon written notice to the other party, change the address specified in this section.

20. **APPLICABLE LAW**: This Agreement shall be deemed to be executed in the City of Irving, State of Texas, regardless of the domicile of the Company, and shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any legal action or proceeding arising under or relating to this Agreement shall be in Dallas County, Texas.

21. **HEADINGS**: The headings contained in this Agreement are to facilitate reference only, and do not form a part of this Agreement, and shall not in any way affect the construction or interpretation herein.

EXECUTED this ____________ day of ___________________________, 20_____.

THE CITY OF IRVING, TEXAS

By: ___________________________
    Richard Stopfer
    Mayor

CHAMPION WASTE & RECYCLING SERVICES, LLC

By: ___________________________
    Michelle G. Kuhar
    President

ATTEST:

Shanae Jennings  
City Secretary

APPROVED AS TO FORM:

______________________________
Kuruvilla Oommen  
City Attorney
AGENDA ITEM SUMMARY

Meeting: 6/20/2019
Recommendning Department: Solid Waste Services

Ordinance -- First Reading -- Granting a Franchise to Community Waste Disposal, L.P., for Solid Waste Collection Services Beginning on June 10, 2019 and Ending on June 9, 2022 Pursuant to Chapter 33 of the Code of Civil and Criminal Ordinances of the City of Irving, Texas

Administrative Comments
1. This item has been recommended by Solid Waste Services.
2. Impact: The franchise will authorize Community Waste Disposal, L.P. to provide waste hauling services to various business throughout the City of Irving.
3. This franchise agreement establishes operational guidelines for dumpster cleanliness, litter control, limits service times near residential areas, requests coordination of collection times in school zones and, in general, sets in place some common industry practices.
4. Franchise Agreement is for three (3) years beginning on June 10, 2019 and ending on June 9, 2022. The franchise fee to be assessed is 5% of gross revenues for business generated in servicing dumpsters, roll-off containers, compactor containers, or collecting and hauling in open top trucks on waste collected within the City of Irving.

Recommendation
The ordinance be adopted.

ADDITIONAL COMMENTS:

Contract Required: Yes  Review Completed By: Christina Weber
Previous Action: Ord No. 2016-9802  Council Action: Approval of Ordinance
Discretionary Contract Disclosure Form Required: No
Certificate of Interested Parties (Form 1295) Required: Yes
• TGC 2270 Verification Form Required: Yes

ATTACHMENTS:
• Community Waste Disposal Franchise Agreement unsigned (DOCX)
• Community Waste Disp Franchise Application (PDF)

CURRENT YEAR FINANCIAL IMPACT:
NONE

REVISION INFORMATION:
Prepared: 5/24/2019 12:52 PM by Maria Guzman
Last Updated: 6/4/2019 01:42 PM by Edith Brown
AN ORDINANCE GRANTING TO COMMUNITY WASTE DISPOSAL, L.P. A FRANCHISE TO OPERATE A SOLID WASTE COLLECTION SERVICE IN THE CITY OF IRVING BEGINNING ON JUNE 10, 2019 AND ENDING ON JUNE 9, 2022; AND PRESCRIBING THE TERMS, CONDITIONS, OBLIGATIONS AND LIMITATIONS UPON AND UNDER WHICH SUCH FRANCHISE SHALL BE EXERCISED; AND PROVIDING A SEVERABILITY CLAUSE.

WHEREAS, Community Waste Disposal, L.P., seeks a solid waste collection franchise to operate a waste hauler service within the corporate limits of the City of Irving;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS:

SECTION 1. There is hereby granted to Community Waste Disposal, L.P., hereinafter referred to as “Franchisee,” the right and franchise to operate a solid waste collection service or business in the City of Irving, Texas, and to operate such service or business on the streets, alleys, and public ways in the City of Irving beginning on June 10, 2019 and ending on June 9, 2022 and that the agreement between City and Franchisee, attached hereto, is incorporated herein, and the Mayor is hereby authorized to execute said agreement.

SECTION 2. This franchise shall be in force and effect until June 9, 2022 from and after the effective date of the third and final reading of this ordinance, unless sooner terminated by reason of default of Franchisee under the terms of this franchise and/or Chapter 33 of The Code of Civil and Criminal Ordinances of the City of Irving, Texas, including, but not limited to, the requirements in the attached agreement.

SECTION 3. Franchisee shall pay fees pursuant to Chapter 33 of The Code of Civil and Criminal Ordinances of the City of Irving, Texas, as amended.

SECTION 4. Franchisee shall keep in effect at all times public liability and property damage insurance policies in accordance with the terms and provisions of Chapter 33 of The Code of Civil and Criminal Ordinances of the City of Irving, Texas, as now enacted or hereafter amended, and as further set out in the agreement attached hereto, and a cancellation of such insurance policies shall automatically suspend this franchise until said insurance policies have been reinstated.

SECTION 5. Franchisee shall own, lease, contract for, or otherwise legally control every vehicle used in the service for which this franchise is granted whether or not the vehicle is owned by the Franchisee.

SECTION 6. No grant, right, or privilege afforded to the Franchisee under the terms of this franchise shall be transferred to any other person without application to the City of Irving for such transfer and approval thereof by action of the City Council.

SECTION 7. Franchisee shall immediately upon the effective date of this franchise, have installed a local telephone number to be called by the general public requesting service.

SECTION 8. Franchisee hereof shall comply with all the applicable terms and provisions of the ordinances of the City of Irving, Texas.
SECTION 9. This franchise shall be subject to revocation upon:

A. Violation of the ordinances of the City of Irving, any state or federal law applicable to the collection and disposition of solid waste material, this franchise, or the attached agreement, or

B. Franchisee failing to make payment of any and all fees due pursuant to this franchise and/or Chapter 33 of The Code of Civil and Criminal Ordinances of the City of Irving, Texas, as amended.

SECTION 10. That the terms and provisions of this ordinance shall be deemed to be severable and that if the validity of any section, subsection, sentence, clause, or phrase of this ordinance should be declared to be invalid, the same shall not affect the validity of any other section, subsection, sentence, clause, or phrase of this ordinance.

PASSED AND APPROVED UPON FIRST READING BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS, on June 20, 2019.

_______________________________
RICHARD H. STOPFER
MAYOR

PASSED AND APPROVED UPON SECOND READING BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS, on July 18, 2019.

_______________________________
RICHARD H. STOPFER
MAYOR

PASSED AND APPROVED UPON THIRD AND FINAL READING BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS, on August 1, 2019.

_______________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

______________________________
Shanae Jennings
City Secretary

APPROVED AS TO FORM:

______________________________
Kuruvilla Oommen
City Attorney
FRANCHISE AGREEMENT

This Franchise Agreement (hereinafter referred to as “Agreement”) is made and entered by and between the City of Irving, Texas (“City”), and Community Waste Disposal, L.P. (“Franchisee”).

WITNESSETH

1. FRANCHISE: A non-exclusive franchise is hereby granted to use the public streets, alleys and thoroughfares within the corporate limits of the City of Irving for the purpose of engaging in the business of solid waste collection.

2. TERM: The term of this Agreement shall be for a period of no more than three (3) years, beginning on the effective date of execution of the Agreement, unless notice of termination is provided by one party to the other at least thirty (30) days prior to the anniversary date of the Agreement. Prior to each anniversary date, the Franchisee shall provide: (1) documentation that all lawful franchise fees, permit fees, sales, use and ad valorem taxes, and other such levies and assessments, if any, have been paid to the City; (2) proof of continuing indemnity insurance coverage as required under Section 13 of the Agreement; (3) documentation that all reports required within the Solid Waste Ordinance have been completed; (4) demonstrate financial ability to maintain a solid waste collection business; (5) an equipment and vehicle summary; and (6) a rate sheet for the use of the franchisee’s equipment in the event of a disaster either natural or man-made affecting the City of Irving.

3. ORDINANCES OF THE CITY OF IRVING: Franchisee shall abide by the ordinances of the City of Irving, in particular, but not limited to, the requirements of the City of Irving’s Solid Waste Collection Franchise Ordinance.

4. SCOPE AND NATURE OF OPERATION: It is expressly understood and agreed that the Franchisee may collect and deliver for disposal all solid waste, including recyclable materials, accumulated on premises within the corporate limits of the City, excluding residential service other than apartment complexes and motels, where the services are contracted for by individuals or companies with the Franchisee. Franchisee will, at its own expense, furnish personnel and equipment to collect solid waste and will establish and maintain in an efficient and businesslike manner the services that may be contracted for. Franchisee will furthermore comply with all applicable rules, regulations, laws and ordinances as directed by responsible governmental agencies having jurisdiction thereupon.
5. **REGULATION OF VEHICLES:** All vehicles used by the Franchisee for the collection and transportation of solid waste shall be covered at all times while loaded and in transit to prevent the spillage of solid waste onto the public streets or properties adjacent thereto. Any spillage will be promptly recovered by the Franchisee, and all vehicles owned by the Franchisee shall be clearly marked with the Franchisee's name in letters not less than four (4) inches in height. All such vehicles shall be cleaned and maintained by Franchisee so as to be in good repair and of good appearance and, when idle, free of solid waste residue as may cause odor or provide a breeding place for vectors.

6. **REGULATION OF LEASED CONTAINERS:** It is specifically understood and agreed that the City of Irving shall permit the Franchisee to rent or lease containers for collection purposes to the owner or occupant of any premises within the corporate limits of the City, excluding residential customers other than apartment complexes and motels, for collection purposes subject to the following requirements:

   ALL such containers shall be constructed according to good industry practice in the trade;

   ALL such containers shall be equipped with suitable covers to prevent blowing or scattering of solid waste while being transported for disposal of their contents;

   ALL such containers shall be cleaned and maintained by Franchisee so as to be in good repair, of a good appearance and free from such solid waste residues as may cause odor and provide a breeding place for vectors;

   ALL such containers used for the disposal of food waste or other putrescible material shall be serviced no less than two times per week;

   ALL such containers shall be clearly marked with the Franchisee's current name and telephone number in letters not less than four (4) inches in height. Franchisee shall be responsible for making certain that the information reflected on the containers is current, and shall cause any changes necessary to reflect the current information to be made within thirty (30) days after the event, giving rise to the need for the change; and

   Franchisee shall notify the City in writing within thirty (30) days of any change of name, address or telephone number of the Franchisee.
7. **DAMAGE TO PUBLIC PROPERTY:** Franchisee expressly agrees to assume liability for all costs of repair of public streets, bridges, rights-of-way, and other facilities that it damages in connection with the operation of its business with the exception of normal wear and tear.

8. **DISPOSAL OF SOLID WASTE:** It is specifically understood and agreed that Franchisee will comply with all rules, regulations, laws and ordinances. Disposal of all solid waste collected by the Franchisee from premises within the corporate limits of the City of Irving must be made at a lawfully permitted sanitary landfill. Franchisee’s violation of this provision shall be cause for immediate revocation of this Agreement.

9. **FRANCHISE FEE:** For and in consideration of the covenants and agreements herein contained, Franchisee hereby agrees to pay to the City of Irving a franchise fee of five percent (5%) of the gross revenues generated from Franchisee’s operations within the City.

   Calculation: The calculation of gross revenues generated from operation within the City shall include all revenue, as determined in accordance with generally accepted accounting principles, which is derived, directly or indirectly, by the Franchisee from or in connection with its operation within the City. Gross revenues shall include, but are not limited to revenues received from the collection and disposal of all solid waste, whether by a company bearing Franchisee’s name or a company owned or controlled by Franchisee but operating under a different name.

   Fee Payment: The franchise fee shall be paid on a quarterly basis no later than thirty (30) days after the end of each calendar quarter. The payment shall be made to the City of Irving Financial Services Department.

   Delinquent Payments: Fee payments received after the due date shall be subject to interest at the rate of twelve percent (12%) per annum until the fees are paid in full. In addition, delinquent fees shall be subject to a late payment penalty of five percent (5%) for each month or portion thereof that the fees are outstanding. In no event, however, shall the penalties exceed twenty-five percent (25%) of the total delinquent fees nor shall interest charged exceed the maximum rate allowed by law.

10. **REPORTS:** Each quarterly payment shall be accompanied by a financial accounting report satisfactory to the City. The purpose of the report is to show the basis for the computation of the quarterly payment. The report shall include the sources and amounts of revenues upon which the payment was calculated. At a minimum, the report shall include a list of all active accounts during the quarter, the fee structure for each account, the revenue generated by the account, and tonnage collected within City. If Franchisee also provides recycling services within City, Franchisee is to report tonnage of recycling collected within City. The
report shall also include a list of all accounts no longer serviced and all new business for the reporting quarter. In these reports, the identification of customers by account number is sufficient for compliance with this section. If Franchisee collects no revenue in a particular quarter, it shall file a report with the City indicating that no revenue has been collected.

11. AUDITING BOOKS AND RECORDS: The City shall have the authority to require an audit of the books and records of the Franchisee to determine the accuracy of Franchisee’s franchise fee payments. If the City determines that an audit under this paragraph is necessary:

The City shall notify Franchisee when it wishes to require an audit under this section. The auditor shall be chosen by the City. The Franchisee shall promptly make available to the selected auditor, all books and records necessary to determine whether all franchise fees due the City have been paid. Failure to provide requested records within two business days of the request to the auditor shall be grounds for forfeiture.

Upon completion of the audit, any demonstrated variance in the fees paid and the fees owed will be rectified. If Franchisee has underpaid, Franchisee will pay the difference to the City with interest and penalties provided for late payments. If Franchisee has overpaid, the City will refund the difference to Franchisee. If the variance is five percent (5%) or greater in favor of the City, Franchisee will pay the cost of the audit, otherwise the City and Franchisee will each pay fifty percent (50%) of the cost of the audit.

An initial audit to determine baseline revenues shall be conducted, at the expense of the Franchisee, within one (1) year from the date of the execution of this Agreement. The Franchisee shall deliver the results of the audit to the City within thirty (30) days of receipt of the audit report.

12. FORFEITURE: The failure or refusal of a Franchisee to: (1) pay any quarterly installment of the annual fee when due; (2) submit any quarterly financial accounting reports; or (3) permit the City to conduct any audit described in Section 11, shall be deemed good cause for revocation of the Franchisee’s permit under the provisions of the Solid Waste Collection Ordinance of the City of Irving. No new permit shall be issued, and the Franchisee is prohibited from conducting any commercial solid waste collection activities within the City until, where applicable, all fees are paid in full, any required financial accounting reports submitted, or an audit of the Franchisee’s books and records is permitted. The failure or refusal of the Franchisee to comply with any of the provisions of this Agreement within ten (10) days after receiving written notice to do so from the City, shall be deemed a breach of this Agreement. The City Council, after giving notice and the
opportunity for a hearing to the Franchisee, may declare the Franchise forfeited
and may prohibit the Franchisee from further use of the streets of the City under
the Franchise. The Franchisee shall thereupon immediately surrender all rights
in and under the Franchise, and the Franchise shall be null and void.

13. **INDEMNITY INSURANCE:** FRANCHISEE ASSUMES ALL RISK OF LOSS OR INJURY TO PROPERTY OR PERSONS ARISING FROM ANY OF ITS OPERATIONS (INCLUDING THOSE COMPANIES OWNED OR CONTROLLED BY FRANCHISEE BUT OPERATING IN THE CITY UNDER A DIFFERENT NAME) UNDER THIS AGREEMENT, AND AGREES TO INDEMNIFY AND HOLD HARMLESS THE CITY OF IRVING FROM ALL CLAIMS, DEMANDS, SUITS, JUDGMENTS, COSTS OR EXPENSES, INCLUDING ATTORNEY’S FEES, ARISING FROM ANY SUCH LOSS OR INJURY. It is expressly understood that the foregoing provisions shall not in any way limit the liability of the Franchisee. Franchisee agrees to carry the types of insurance (which insurance policies shall cover and name all companies owned or controlled by Franchisee but operating within the City operating under a different name) in minimum limits as follows:

A. Insurance and Amount: The Contractor shall furnish and maintain during the life of the contract adequate insurance in such amounts as follows:

<table>
<thead>
<tr>
<th>Type of Insurance</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Workers’ Compensation</td>
<td>Statutory Limit as set forth in the Workers’ Compensation Act.</td>
</tr>
<tr>
<td>Employers’ Liability Insurance</td>
<td></td>
</tr>
<tr>
<td>Minimum Limits</td>
<td></td>
</tr>
<tr>
<td>$500,000 Per Each Accident</td>
<td></td>
</tr>
<tr>
<td>$500,000 Occupational Disease Limit</td>
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</tr>
<tr>
<td>$500,000 Occupational Disease per Employee</td>
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<tr>
<td>Commercial General Liability</td>
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<tr>
<td>$1,000,000 Per Occurrence</td>
<td></td>
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<tr>
<td>$1,000,000 Aggregate</td>
<td></td>
</tr>
<tr>
<td>$2,000,000 Products &amp; Completed Operations Aggregate</td>
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<tr>
<td>Business Auto Liability Insurance</td>
<td></td>
</tr>
<tr>
<td>$1,000,000 Combined Single Limits for Bodily Injury and Property Damage</td>
<td></td>
</tr>
</tbody>
</table>

B. Additional Insured: The City of Irving shall be an additional insured on the Commercial General Liability Insurance Policy furnished by the Contractor.
14. **RETENTION OF RIGHTS BY CITY:** The City of Irving, in granting this franchise, fully retains and reserves all the rights, privileges, and immunities that it now has under the law to fully patrol and police the streets, alleys, and public ways within the City; the granting of this franchise shall in no way interfere with the improvements or maintenance of any streets, alleys, or public ways; and the rights of the Franchisee herein to use the streets shall at all times be subservient to the right of the governing body of the City of Irving to fully exercise its rights or control over streets, alleys, and public ways.

15. **TAXES:** The Franchisee shall promptly pay all lawful sales, use and ad valorem taxes and other such levies and assessments, if any, that may lawfully be imposed upon it or its operations. Failure to pay any of these charges shall be deemed a breach of this Agreement.

16. **AMENDMENTS:** The City of Irving expressly reserves the right, after due notice to Franchisee, to modify, amend, alter, change, or eliminate any of the provisions of this Franchise and to impose such additional conditions upon the Franchisee as may be just and reasonable as determined by the City Council, the conditions to be those deemed necessary for the purpose of ensuring adequate service to the public.

17. **ASSIGNMENT OF AGREEMENT:** This Agreement and any and all rights and obligations hereunder may be assigned by the Franchisee only with the prior written consent of the City Council. All provisions of this Agreement shall apply to the Franchisee, its successors or assigns.

18. **SEVERABILITY:** If any section, subsection, sentence, clause, phrase, or other portion of this Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions herein, which other portions shall continue in full force and effect.

19. **MAILING OF NOTICES:** Every notice to be served upon the City or the Franchisee shall be hand delivered or sent by certified mail, return receipt requested. Every such notice to the Franchisee shall be delivered or sent to:

   William D. Pound, Vice President
   Community Waste Disposal, L.P.
   2010 California Crossing
   Dallas, TX 75220
Every such communication to the City shall be delivered or sent to the following address:

Ramiro Lopez, Assistant City Manager  
Solid Waste Services  
City of Irving  
825 West Irving Boulevard  
Irving, Texas 75060

The mailing of such notice shall be equivalent to direct personal notice and shall be deemed to have been given when received. Either party may, upon written notice to the other party, change the address specified in this section.

20. **APPLICABLE LAW:** This Agreement shall be deemed to be executed in the City of Irving, State of Texas, regardless of the domicile of the Company, and shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any legal action or proceeding arising under or relating to this Agreement shall be in Dallas County, Texas.

21. **HEADINGS:** The headings contained in this Agreement are to facilitate reference only, and do not form a part of this Agreement, and shall not in any way affect the construction or interpretation herein.

EXECUTED this ____________ day of ___________________________, 20_____.

THE CITY OF IRVING, TEXAS

By: ____________________________  
Richard Stopfer  
Mayor

COMMUNITY WASTE DISPOSAL, L.P.

By: ____________________________  
William D. Pound  
Vice President

ATTEST:

______________________________  
Shanae Jennings  
City Secretary

APPROVED AS TO FORM:

______________________________  
Kuruvilla Oommen  
City Attorney
Solid Waste Collection Franchise Application

Company Name: COMMUNITY WASTE DISPOSAL, LP
Phone Number: (972) 392-9300
Fax No.: (972) 392-9301
Mailing Address: 2016 CALIFORNIA CROSSING, DALLAS, TX 75220
Physical Address: Same

Provide a brief description of any past business experience of the applicant including past solid waste collection service. Applicant must identify and describe any revocation or suspension by the City of solid waste collection franchise held by the applicant.

Solid waste collection since 1984

Equation/ Vehicle Summary: (vehicle/equipment itemization on attached sheet)

No. of Trucks: 6
No. of Dumpsters: 183
No. of Roll-Offs: 72

Provide a description of the proposed solid waste collection service:

Transport of refuse to approved landfill:
Transport of recycling to approved MRF.

Any Additional Information

Applicant must attach the following information:

1) Copy of documents establishing business
2) Documentary evidence from an insurance company indicating willingness to provide liability insurance.
3) Documentary evidence of payment of ad valorem taxes owed on real and personal property to be used in connection with the operation if the business establishment is located in the City.

I have read and agree to comply with all conditions and provisions of the Commercial Solid Waste Franchise Ordinance. I understand there will be a 5% Commercial Franchise Fee per year on gross receipts (payable quarterly) and a certified audit is due annually.

William [Signature] (972) 392-9300 x 2050
Authorized (Owner/Chosen) Representative (print) Telephone #

5-10-19
Signature of Authorized Representative Date
CORPORATE ACKNOWLEDGMENT

THE STATE OF _____________ $
COUNTY OF _____________ $

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared:

____________________________________
(Print Name)

____________________________________
(Print Title)

of the corporation known as ____________________________ known to me to be the person and officer whose name subscribed to the foregoing instrument and acknowledged to me that the same was the act of said corporation, that he or she was duly authorized to perform the same by appropriate resolution of the board of directors of such corporation and that she or he executed the same as the act of said corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ___ day of _____________, A.D., ___.

____________________________
Notary Public In and For

__________________________
County, _________________

My Commission expires:

__________________________

SINGLE ACKNOWLEDGMENT

THE STATE OF _____________ $
COUNTY OF _____________ $

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared:

____________________________________
(print Name)

me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ___ day of _____________, A.D., ___.

____________________________
Notary Public In and For

__________________________
County, _________________

My Commission expires:

__________________________

PARTNERSHIP ACKNOWLEDGMENT

THE STATE OF _____________ $
COUNTY OF _____________ $

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day appeared:

____________________________________
(Print Name)

____________________________________
(Print Title)

of Community Waste Disposal a partnership, known to me to be the person and partner whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said partnership, and that she or he was duly authorized as a partner of such partnership to perform the same for the purpose and consideration therein expressed, and in the capacity therein stated. GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ___ day of May, A.D., 2018.

____________________________
Notary Public In and For

__________________________
Dallas County, _______________

My Commission expires:

04-03-2021
## Vehicle / Equipment Itemization

**Waste Hauler: Community Waste Disposal, LP**

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<thead>
<tr>
<th>Vehicle No.</th>
<th>Year</th>
<th>Make</th>
<th>Model</th>
<th>License No.</th>
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<td>M2 106</td>
<td>KRK-9026</td>
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<td>3BPDL20X9KF104587</td>
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<td>433</td>
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*count:* 6
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER NO RIGHTS UPON THE CERTIFICATE HOLDER. THE CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed if SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Insurance Office of America, Inc.
1855 West State Road 434
Longwood FL 32750

INSURED
Community Waste Disposal, L.P.
2010 California Crossing Rd.
Building A
Dallas TX 75220

COVERAGES CERTIFICATE NUMBER: 1110731202 REVISION NUMBER:
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

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<th>TYPE OF INSURANCE</th>
<th>ADD'L(SUB)</th>
<th>POLICY NUMBER</th>
<th>POLICY EFF</th>
<th>POLICY LTD</th>
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<td>GENL AGGREGATE LIMIT APPLIES PER:</td>
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<td>OTHER</td>
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<td>A</td>
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<td>ANY AUTO</td>
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<td>11/1/2018</td>
<td>11/1/2019</td>
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<td>NON-OWNED AUTOS ONLY</td>
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<td>UMBRELLA LIABILITY</td>
<td>EXCESS LIAB</td>
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<td>11/1/2018</td>
<td>11/1/2019</td>
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<td>C</td>
<td>2nd Umbrella</td>
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<td>NHA084601</td>
<td>11/1/2018</td>
<td>11/1/2019</td>
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<td></td>
<td></td>
<td></td>
<td>Aggregate</td>
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<td>4,000,000</td>
</tr>
</tbody>
</table>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder is additional insured with respect to General Liability and Auto Liability when required by written contract. A waiver of subrogation applies in favor of the additional insured's with respect to General Liability and Auto Liability when required by written contract.

CERTIFICATE HOLDER
City of Irving Solid Waste Services - Director
Attn: Brenda A Honey PA
825 W. Irving Blvd. - 2nd Floor
Irving TX 75060

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.
Ordinance -- First Reading -- Granting a Franchise to Empire Disposal, Ltd., for Solid Waste Collection Services Beginning on June 10, 2019 and Ending on June 9, 2022 Pursuant to Chapter 33 of the Code of Civil and Criminal Ordinances of the City of Irving, Texas

Administrative Comments

1. This item has been recommended by Solid Waste Services.

2. **Impact:** The franchise will authorize Empire Disposal, Ltd. to provide waste hauling services to various business throughout the City of Irving.

3. This franchise agreement establishes operational guidelines for dumpster cleanliness, litter control, limits service times near residential areas, requests coordination of collection times in school zones and, in general, sets in place some common industry practices.

4. Franchise Agreement is for three (3) years beginning on June 10, 2019 and ending on June 9, 2022. The franchise fee to be assessed is 5% of gross revenues for business generated in servicing dumpsters, roll-off containers, compactor containers, or collecting and hauling in open top trucks on waste collected within the City of Irving.

Recommendation

The ordinance be adopted.

ADDITIONAL COMMENTS:

- **Contract Required:** Yes
- **Review Completed By:** Christina Weber
- **Previous Action:** Ord No. 2016-980
- **Council Action:** Approval of Ordinance
- **Discretionary Contract Disclosure Form Required:** No
- **Certificate of Interested Parties (Form 1295) Required:** Yes
- - TGC 2270 Verification Form Required: Yes

ATTACHMENTS:

- Empire Disposal Franchise Agreement unsigned (DOCX)
- Empire Disposal Franchise Application (PDF)

CURRENT YEAR FINANCIAL IMPACT:

NONE

REVISION INFORMATION:

Prepared: 5/24/2019 02:13 PM by Maria Guzman
Last Updated: 6/4/2019 01:36 PM by Edith Brown
AN ORDINANCE GRANTING TO EMPIRE DISPOSAL, LTD. A FRANCHISE TO OPERATE A SOLID WASTE COLLECTION SERVICE IN THE CITY OF IRVING BEGINNING ON JUNE 10, 2019 AND ENDING ON JUNE 9, 2022; AND PRESCRIBING THE TERMS, CONDITIONS, OBLIGATIONS AND LIMITATIONS UPON AND UNDER WHICH SUCH FRANCHISE SHALL BE EXERCISED; AND PROVIDING A SEVERABILITY CLAUSE.

WHEREAS, Empire Disposal, Ltd., seeks a solid waste collection franchise to operate a waste hauler service within the corporate limits of the City of Irving;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS:

SECTION 1. There is hereby granted to Empire Disposal, Ltd., hereinafter referred to as “Franchisee,” the right and franchise to operate a solid waste collection service or business in the City of Irving, Texas, and to operate such service or business on the streets, alleys, and public ways in the City of Irving beginning on June 10, 2019 and ending on June 9, 2022 and that the agreement between City and Franchisee, attached hereto, is incorporated herein, and the Mayor is hereby authorized to execute said agreement.

SECTION 2. This franchise shall be in force and effect until June 9, 2022 from and after the effective date of the third and final reading of this ordinance, unless sooner terminated by reason of default of Franchisee under the terms of this franchise and/or Chapter 33 of The Code of Civil and Criminal Ordinances of the City of Irving, Texas, including, but not limited to, the requirements in the attached agreement.

SECTION 3. Franchisee shall pay fees pursuant to Chapter 33 of The Code of Civil and Criminal Ordinances of the City of Irving, Texas, as amended.

SECTION 4. Franchisee shall keep in effect at all times public liability and property damage insurance policies in accordance with the terms and provisions of Chapter 33 of The Code of Civil and Criminal Ordinances of the City of Irving, Texas, as now enacted or hereafter amended, and as further set out in the agreement attached hereto, and a cancellation of such insurance policies shall automatically suspend this franchise until said insurance policies have been reinstated.

SECTION 5. Franchisee shall own, lease, contract for, or otherwise legally control every vehicle used in the service for which this franchise is granted whether or not the vehicle is owned by the Franchisee.

SECTION 6. No grant, right, or privilege afforded to the Franchisee under the terms of this franchise shall be transferred to any other person without application to the City of Irving for such transfer and approval thereof by action of the City Council.

SECTION 7. Franchisee shall immediately upon the effective date of this franchise, have installed a local telephone number to be called by the general public requesting service.

SECTION 8. Franchisee hereof shall comply with all the applicable terms and provisions of the ordinances of the City of Irving, Texas.
SECTION 9. This franchise shall be subject to revocation upon:

A. Violation of the ordinances of the City of Irving, any state or federal law applicable to the collection and disposition of solid waste material, this franchise, or the attached agreement, or

B. Franchisee failing to make payment of any and all fees due pursuant to this franchise and/or Chapter 33 of The Code of Civil and Criminal Ordinances of the City of Irving, Texas, as amended.

SECTION 10. That the terms and provisions of this ordinance shall be deemed to be severable and that if the validity of any section, subsection, sentence, clause, or phrase of this ordinance should be declared to be invalid, the same shall not affect the validity of any other section, subsection, sentence, clause, or phrase of this ordinance.

PASSED AND APPROVED UPON FIRST READING BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS, on June 20, 2019.

_______________________________
RICHARD H. STOPFER
MAYOR

PASSED AND APPROVED UPON SECOND READING BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS, on July 18, 2019.

_______________________________
RICHARD H. STOPFER
MAYOR

PASSED AND APPROVED UPON THIRD AND FINAL READING BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS, on August 1, 2019.

_______________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

_______________________________
Shanae Jennings
City Secretary

APPROVED AS TO FORM:

_______________________________
Kuruvilla Oommen
City Attorney
FRANCHISE AGREEMENT

This Franchise Agreement (hereinafter referred to as “Agreement”) is made and entered by and between the City of Irving, Texas (“City”), and Empire Disposal, Ltd. (“Franchisee”).

WITNESSETH

1. **FRANCHISE:** A non-exclusive franchise is hereby granted to use the public streets, alleys and thoroughfares within the corporate limits of the City of Irving for the purpose of engaging in the business of solid waste collection.

2. **TERM:** The term of this Agreement shall be for a period of no more than three (3) years, beginning on the effective date of execution of the Agreement, unless notice of termination is provided by one party to the other at least thirty (30) days prior to the anniversary date of the Agreement. Prior to each anniversary date, the Franchisee shall provide: (1) documentation that all lawful franchise fees, permit fees, sales, use and ad valorem taxes, and other such levies and assessments, if any, have been paid to the City; (2) proof of continuing indemnity insurance coverage as required under Section 13 of the Agreement; (3) documentation that all reports required within the Solid Waste Ordinance have been completed; (4) demonstrate financial ability to maintain a solid waste collection business; (5) an equipment and vehicle summary; and (6) a rate sheet for the use of the franchisee’s equipment in the event of a disaster either natural or man-made affecting the City of Irving.

3. **ORDINANCES OF THE CITY OF IRVING:** Franchisee shall abide by the ordinances of the City of Irving, in particular, but not limited to, the requirements of the City of Irving’s Solid Waste Collection Franchise Ordinance.

4. **SCOPE AND NATURE OF OPERATION:** It is expressly understood and agreed that the Franchisee may collect and deliver for disposal all solid waste, including recyclable materials, accumulated on premises within the corporate limits of the City, excluding residential service other than apartment complexes and motels, where the services are contracted for by individuals or companies with the Franchisee. Franchisee will, at its own expense, furnish personnel and equipment to collect solid waste and will establish and maintain in an efficient and businesslike manner the services that may be contracted for. Franchisee will furthermore comply with all applicable rules, regulations, laws and ordinances as directed by responsible governmental agencies having jurisdiction thereupon.
5. **REGULATION OF VEHICLES:** All vehicles used by the Franchisee for the collection and transportation of solid waste shall be covered at all times while loaded and in transit to prevent the spillage of solid waste onto the public streets or properties adjacent thereto. Any spillage will be promptly recovered by the Franchisee, and all vehicles owned by the Franchisee shall be clearly marked with the Franchisee’s name in letters not less than four (4) inches in height. All such vehicles shall be cleaned and maintained by Franchisee so as to be in good repair and of good appearance and, when idle, free of solid waste residue as may cause odor or provide a breeding place for vectors.

6. **REGULATION OF LEASED CONTAINERS:** It is specifically understood and agreed that the City of Irving shall permit the Franchisee to rent or lease containers for collection purposes to the owner or occupant of any premises within the corporate limits of the City, excluding residential customers other than apartment complexes and motels, for collection purposes subject to the following requirements:

   ALL such containers shall be constructed according to good industry practice in the trade;

   ALL such containers shall be equipped with suitable covers to prevent blowing or scattering of solid waste while being transported for disposal of their contents;

   ALL such containers shall be cleaned and maintained by Franchisee so as to be in good repair, of a good appearance and free from such solid waste residues as may cause odor and provide a breeding place for vectors;

   ALL such containers used for the disposal of food waste or other putrescible material shall be serviced no less than two times per week;

   ALL such containers shall be clearly marked with the Franchisee’s current name and telephone number in letters not less than four (4) inches in height. Franchisee shall be responsible for making certain that the information reflected on the containers is current, and shall cause any changes necessary to reflect the current information to be made within thirty (30) days after the event, giving rise to the need for the change; and

   Franchisee shall notify the City in writing within thirty (30) days of any change of name, address or telephone number of the Franchisee.
7. **DAMAGE TO PUBLIC PROPERTY:** Franchisee expressly agrees to assume liability for all costs of repair of public streets, bridges, rights-of-way, and other facilities that it damages in connection with the operation of its business with the exception of normal wear and tear.

8. **DISPOSAL OF SOLID WASTE:** It is specifically understood and agreed that Franchisee will comply with all rules, regulations, laws and ordinances. Disposal of all solid waste collected by the Franchisee from premises within the corporate limits of the City of Irving must be made at a lawfully permitted sanitary landfill. Franchisee’s violation of this provision shall be cause for immediate revocation of this Agreement.

9. **FRANCHISE FEE:** For and in consideration of the covenants and agreements herein contained, Franchisee hereby agrees to pay to the City of Irving a franchise fee of five percent (5%) of the gross revenues generated from Franchisee’s operations within the City.

    Calculation: The calculation of gross revenues generated from operation within the City shall include all revenue, as determined in accordance with generally accepted accounting principles, which is derived, directly or indirectly, by the Franchisee from or in connection with its operation within the City. Gross revenues shall include, but are not limited to revenues received from the collection and disposal of all solid waste, whether by a company bearing Franchisee’s name or a company owned or controlled by Franchisee but operating under a different name.

    Fee Payment: The franchise fee shall be paid on a quarterly basis no later than thirty (30) days after the end of each calendar quarter. The payment shall be made to the City of Irving Financial Services Department.

    Delinquent Payments: Fee payments received after the due date shall be subject to interest at the rate of twelve percent (12%) per annum until the fees are paid in full. In addition, delinquent fees shall be subject to a late payment penalty of five percent (5%) for each month or portion thereof that the fees are outstanding. In no event, however, shall the penalties exceed twenty-five percent (25%) of the total delinquent fees nor shall interest charged exceed the maximum rate allowed by law.

10. **REPORTS:** Each quarterly payment shall be accompanied by a financial accounting report satisfactory to the City. The purpose of the report is to show the basis for the computation of the quarterly payment. The report shall include the sources and amounts of revenues upon which the payment was calculated. At a minimum, the report shall include a list of all active accounts during the quarter, the fee structure for each account, the revenue generated by the account, and tonnage collected within City. If Franchisee also provides recycling services within City, Franchisee is to report tonnage of recycling collected within City. The
report shall also include a list of all accounts no longer serviced and all new business for the reporting quarter. In these reports, the identification of customers by account number is sufficient for compliance with this section. If Franchisee collects no revenue in a particular quarter, it shall file a report with the City indicating that no revenue has been collected.

11. **AUDITING BOOKS AND RECORDS:** The City shall have the authority to require an audit of the books and records of the Franchisee to determine the accuracy of Franchisee’s franchise fee payments. If the City determines that an audit under this paragraph is necessary:

   The City shall notify Franchisee when it wishes to require an audit under this section. The auditor shall be chosen by the City. The Franchisee shall promptly make available to the selected auditor, all books and records necessary to determine whether all franchise fees due the City have been paid. Failure to provide requested records within two business days of the request to the auditor shall be grounds for forfeiture.

   Upon completion of the audit, any demonstrated variance in the fees paid and the fees owed will be rectified. If Franchisee has underpaid, Franchisee will pay the difference to the City with interest and penalties provided for late payments. If Franchisee has overpaid, the City will refund the difference to Franchisee. If the variance is five percent (5%) or greater in favor of the City, Franchisee will pay the cost of the audit, otherwise the City and Franchisee will each pay fifty percent (50%) of the cost of the audit.

   An initial audit to determine baseline revenues shall be conducted, at the expense of the Franchisee, within one (1) year from the date of the execution of this Agreement. The Franchisee shall deliver the results of the audit to the City within thirty (30) days of receipt of the audit report.

12. **FORFEITURE:** The failure or refusal of a Franchisee to: (1) pay any quarterly installment of the annual fee when due; (2) submit any quarterly financial accounting reports; or (3) permit the City to conduct any audit described in Section 11, shall be deemed good cause for revocation of the Franchisee’s permit under the provisions of the Solid Waste Collection Ordinance of the City of Irving. No new permit shall be issued, and the Franchisee is prohibited from conducting any commercial solid waste collection activities within the City until, where applicable, all fees are paid in full, any required financial accounting reports submitted, or an audit of the Franchisee’s books and records is permitted. The failure or refusal of the Franchisee to comply with any of the provisions of this Agreement within ten (10) days after receiving written notice to do so from the City, shall be deemed a breach of this Agreement. The City Council, after giving notice and the
opportunity for a hearing to the Franchisee, may declare the Franchise forfeited and may prohibit the Franchisee from further use of the streets of the City under the Franchise. The Franchisee shall thereupon immediately surrender all rights in and under the Franchise, and the Franchise shall be null and void.

13. **INDEMNITY INSURANCE:** **FRANCHISEE ASSUMES ALL RISK OF LOSS OR INJURY TO PROPERTY OR PERSONS ARISING FROM ANY OF ITS OPERATIONS (INCLUDING THOSE COMPANIES OWNED OR CONTROLLED BY FRANCHISEE BUT OPERATING IN THE CITY UNDER A DIFFERENT NAME) UNDER THIS AGREEMENT, AND AGREES TO INDEMNIFY AND HOLD HARMLESS THE CITY OF IRVING FROM ALL CLAIMS, DEMANDS, SUITS, JUDGMENTS, COSTS OR EXPENSES, INCLUDING ATTORNEY’S FEES, ARISING FROM ANY SUCH LOSS OR INJURY.** It is expressly understood that the foregoing provisions shall not in any way limit the liability of the Franchisee. Franchisee agrees to carry the types of insurance (which insurance policies shall cover and name all companies owned or controlled by Franchisee but operating within the City operating under a different name) in minimum limits as follows:

A. Insurance and Amount: The Contractor shall furnish and maintain during the life of the contract adequate insurance in such amounts as follows:

<table>
<thead>
<tr>
<th>Type of Insurance</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Workers’ Compensation</td>
<td>Statutory Limit as set forth in the Workers’ Compensation Act.</td>
</tr>
<tr>
<td>Employers’ Liability Insurance</td>
<td>$500,000 Per Each Accident</td>
</tr>
<tr>
<td>Minimum Limits</td>
<td>$500,000 Occupational Disease Limit</td>
</tr>
<tr>
<td></td>
<td>$500,000 Occupational Disease per Employee</td>
</tr>
<tr>
<td>Commercial General Liability</td>
<td>$1,000,000 Per Occurrence</td>
</tr>
<tr>
<td></td>
<td>$1,000,000 Aggregate</td>
</tr>
<tr>
<td></td>
<td>$2,000,000 Products &amp; Completed Operations Aggregate</td>
</tr>
<tr>
<td>Business Auto Liability Insurance</td>
<td>$1,000,000 Combined Single</td>
</tr>
<tr>
<td></td>
<td>Limits for Bodily Injury and Property Damage</td>
</tr>
</tbody>
</table>

B. Additional Insured: The City of Irving shall be an additional insured on the Commercial General Liability Insurance Policy furnished by the Contractor.
14. **RETENTION OF RIGHTS BY CITY:** The City of Irving, in granting this franchise, fully retains and reserves all the rights, privileges, and immunities that it now has under the law to fully patrol and police the streets, alleys, and public ways within the City; the granting of this franchise shall in no way interfere with the improvements or maintenance of any streets, alleys, or public ways; and the rights of the Franchisee herein to use the streets shall at all times be subservient to the right of the governing body of the City of Irving to fully exercise its rights or control over streets, alleys, and public ways.

15. **TAXES:** The Franchisee shall promptly pay all lawful sales, use and ad valorem taxes and other such levies and assessments, if any, that may lawfully be imposed upon it or its operations. Failure to pay any of these charges shall be deemed a breach of this Agreement.

16. **AMENDMENTS:** The City of Irving expressly reserves the right, after due notice to Franchisee, to modify, amend, alter, change, or eliminate any of the provisions of this Franchise and to impose such additional conditions upon the Franchisee as may be just and reasonable as determined by the City Council, the conditions to be those deemed necessary for the purpose of ensuring adequate service to the public.

17. **ASSIGNMENT OF AGREEMENT:** This Agreement and any and all rights and obligations hereunder may be assigned by the Franchisee only with the prior written consent of the City Council. All provisions of this Agreement shall apply to the Franchisee, its successors or assigns.

18. **SEVERABILITY:** If any section, subsection, sentence, clause, phrase, or other portion of this Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions herein, which other portions shall continue in full force and effect.

19. **MAILING OF NOTICES:** Every notice to be served upon the City or the Franchisee shall be hand delivered or sent by certified mail, return receipt requested. Every such notice to the Franchisee shall be delivered or sent to:

   Sandra McGlothlin
   President
   Empire Disposal, Ltd.
   5301 Sun Valley Dr.
   Fort Worth, TX 76119
Every such communication to the City shall be delivered or sent to the following address:

Ramiro Lopez, Assistant City Manager  
Solid Waste Services  
City of Irving  
825 West Irving Boulevard  
Irving, Texas 75060

The mailing of such notice shall be equivalent to direct personal notice and shall be deemed to have been given when received. Either party may, upon written notice to the other party, change the address specified in this section.

20. APPLICABLE LAW: This Agreement shall be deemed to be executed in the City of Irving, State of Texas, regardless of the domicile of the Company, and shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any legal action or proceeding arising under or relating to this Agreement shall be in Dallas County, Texas.

21. HEADINGS: The headings contained in this Agreement are to facilitate reference only, and do not form a part of this Agreement, and shall not in any way affect the construction or interpretation herein.

EXECUTED this ____________ day of ___________________________, 20_____.

THE CITY OF IRVING, TEXAS

By: _________________________  
Richard Stopfer  
Mayor

ATTEST:

____________________________
Shanae Jennings  
City Secretary

APPROVED AS TO FORM:

____________________________
Kuruvilla Oommen  
City Attorney

EMPIRE DISPOSAL, LTD.

By: _________________________  
Sandra McGlothlin  
President

ATTEST:

____________________________
Solid Waste Collection Franchise Application

Company Name: Empire Disposal
Phone Number: 817-478-1288
Fax No.: 817-985-0512
Mailing Address: 5301 South Valley Dr.
Physical Address: 5301 South Valley Dr.

Fort Worth, Texas Fort Worth, Texas

Provide a brief description of any past business experience of the applicant including past solid waste collection service. Applicant must identify and describe any revocation or suspension by the City of solid waste collection franchise held by the applicant.

Equipment/ Vehicle Summary: (vehicle/equipment itemization on attached sheet)

No. of Trucks: 3
No. of Dumpsters: 18
No. of Roll-Offs: 18

Provide a description of the proposed solid waste collection service:
20/30/40 yd. Roll Off, Trash + Recycle
30/40 yd. Compaction

Any Additional Information

Applicant must attach the following information:

1) Copy of documents establishing business
2) Documentary evidence from an insurance company indicating willingness to provide liability insurance
3) Documentary evidence of payment of ad valorem taxes owed on real and personal property to be used in connection with the operation if the business establishment is located in the City

I have read and agree to comply with all conditions and provisions of the Commercial Solid Waste Franchise Ordinance. I understand there will be a 5% Commercial Franchise Fee per year on gross receipts (payable quarterly) and a certified audit is due annually.

Wayne Wooten
Authorized (Owner/Officer) Representative (print)

Signature of Authorized Representative

Telephone # 817-478-1288
Date 6/22/19
CORPORATE ACKNOWLEDGMENT

THE STATE OF Texas
COUNTY OF Harris

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared

Wayne Wooten

(Print Name)

of the corporation known as Empire Disposal, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of said corporation, that he or she was duly authorized to perform the same by appropriate resolution of the board of directors of such corporation and that she or he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 21 day of May, A.D. 2019.

VICKY LENNETTA WOOTEN
Notary Public, State of Texas
Comm. Expires 06-20-2021
Notary ID 4841817

SINGLE ACKNOWLEDGMENT

THE STATE OF ____________
COUNTY OF ____________

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared

__________________________

known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ___ day of ____________, A.D. __________.

Notary Public In and For

My Commission expires:
__________________________

PARTNERSHIP ACKNOWLEDGMENT

THE STATE OF ____________
COUNTY OF ____________

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day

__________________________

of ________________________________, a partnership, known to me to be the person and partner whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said partnership and that she or he was duly authorized as a partner of such partnership to perform same for the purpose and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ___ day of ____________, A.D. __________.

Notary Public In and For

My Commission expires:
__________________________
Ordinance -- First Reading -- Granting a Franchise to Evergreen Disposal Services of Fort Worth, LLC for Solid Waste Collection Services Beginning on June 10, 2019 and Ending on June 9, 2022 Pursuant to Chapter 33 of the Code of Civil and Criminal Ordinances of the City of Irving, Texas

Administrative Comments
1. This item has been recommended by Solid Waste Services.
2. Impact: The franchise will authorize Evergreen Disposal Services to provide waste hauling services to various business throughout the City of Irving.
3. This franchise agreement establishes operational guidelines for dumpster cleanliness, litter control, limits service times near residential areas, requests coordination of collection times in school zones and, in general, sets in place some common industry practices.
4. Franchise Agreement is for three (3) years beginning on June 10, 2019 and ending on June 9, 2022. The franchise fee to be assessed is 5% of gross revenues for business generated in servicing dumpsters, roll-off containers, compactor containers, or collecting and hauling in open top trucks on waste collected within the City of Irving.

Recommendation
The ordinance be adopted.

ADDITIONAL COMMENTS:

Contract Required: Yes  Review Completed By: Christina Weber
Previous Action: Ord No. 2016-9811  Council Action: Approval of Ordinance
Discretionary Contract Disclosure Form Required: No
Certificate of Interested Parties (Form 1295) Required: Yes
• TGC 2270 Verification Form Required: Yes

ATTACHMENTS:
• Evergreen Disposal Services Franchise Agreement unsigned (DOCX)
• Evergreen Companies Franchise Application (PDF)

CURRENT YEAR FINANCIAL IMPACT:
NONE

REVISION INFORMATION:
Prepared: 5/24/2019 02:42 PM by Maria Guzman
Last Updated: 6/4/2019 01:05 PM by Edith Brown
AN ORDINANCE GRANTING TO EVERGREEN DISPOSAL SERVICES OF FORT WORTH, LLC, A FRANCHISE TO OPERATE A SOLID WASTE COLLECTION SERVICE IN THE CITY OF IRVING BEGINNING ON JUNE 10, 2019 AND ENDING ON JUNE 9, 2022; AND PRESCRIBING THE TERMS, CONDITIONS, OBLIGATIONS AND LIMITATIONS UPON AND UNDER WHICH SUCH FRANCHISE SHALL BE EXERCISED; AND PROVIDING A SEVERABILITY CLAUSE.

WHEREAS, Evergreen Disposal Services of Fort Worth, LLC, seeks a solid waste collection franchise to operate a waste hauler service within the corporate limits of the City of Irving;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS:

SECTION 1. There is hereby granted to Evergreen Disposal Services of Fort Worth, LLC, hereinafter referred to as “Franchisee,” the right and franchise to operate a solid waste collection service or business in the City of Irving, Texas, and to operate such service or business on the streets, alleys, and public ways in the City of Irving beginning on June 10, 2019 and ending on June 9, 2022 and that the agreement between City and Franchisee, attached hereto, is incorporated herein, and the Mayor is hereby authorized to execute said agreement.

SECTION 2. This franchise shall be in force and effect until June 9, 2022 from and after the effective date of the third and final reading of this ordinance, unless sooner terminated by reason of default of Franchisee under the terms of this franchise and/or Chapter 33 of The Code of Civil and Criminal Ordinances of the City of Irving, Texas, including, but not limited to, the requirements in the attached agreement.

SECTION 3. Franchisee shall pay fees pursuant to Chapter 33 of The Code of Civil and Criminal Ordinances of the City of Irving, Texas, as amended.

SECTION 4. Franchisee shall keep in effect at all times public liability and property damage insurance policies in accordance with the terms and provisions of Chapter 33 of The Code of Civil and Criminal Ordinances of the City of Irving, Texas, as now enacted or hereafter amended, and as further set out in the agreement attached hereto, and a cancellation of such insurance policies shall automatically suspend this franchise until said insurance policies have been reinstated.

SECTION 5. Franchisee shall own, lease, contract for, or otherwise legally control every vehicle used in the service for which this franchise is granted whether or not the vehicle is owned by the Franchisee.

SECTION 6. No grant, right, or privilege afforded to the Franchisee under the terms of this franchise shall be transferred to any other person without application to the City of Irving for such transfer and approval thereof by action of the City Council.

SECTION 7. Franchisee shall immediately upon the effective date of this franchise, have installed a local telephone number to be called by the general public requesting service.
SECTION 8. Franchisee hereof shall comply with all the applicable terms and provisions of the ordinances of the City of Irving, Texas.
SECTION 9. This franchise shall be subject to revocation upon:

A. Violation of the ordinances of the City of Irving, any state or federal law applicable to the collection and disposition of solid waste material, this franchise, or the attached agreement, or

B. Franchisee failing to make payment of any and all fees due pursuant to this franchise and/or Chapter 33 of The Code of Civil and Criminal Ordinances of the City of Irving, Texas, as amended.

SECTION 10. That the terms and provisions of this ordinance shall be deemed to be severable and that if the validity of any section, subsection, sentence, clause, or phrase of this ordinance should be declared to be invalid, the same shall not affect the validity of any other section, subsection, sentence, clause, or phrase of this ordinance.

PASSED AND APPROVED UPON FIRST READING BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS, on June 20, 2019.

________________________________________
RICHARD H. STOPFER
MAYOR


________________________________________
RICHARD H. STOPFER
MAYOR

PASSED AND APPROVED UPON THIRD AND FINAL READING BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS, on August 1, 2019.

________________________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

___________________________
Shanae Jennings
City Secretary

APPROVED AS TO FORM:

___________________________
Kuruvilla Oommen
City Attorney
FRANCHISE AGREEMENT

This Franchise Agreement (hereinafter referred to as “Agreement”) is made and entered by and between the City of Irving, Texas (“City”), and Evergreen Disposal Services of Fort Worth, LLC (“Franchisee”).

WITNESSETH

1. FRANCHISE: A non-exclusive franchise is hereby granted to use the public streets, alleys and thoroughfares within the corporate limits of the City of Irving for the purpose of engaging in the business of solid waste collection.

2. TERM: The term of this Agreement shall be for a period of no more than three (3) years, beginning on the effective date of execution of the Agreement, unless notice of termination is provided by one party to the other at least thirty (30) days prior to the anniversary date of the Agreement. Prior to each anniversary date, the Franchisee shall provide: (1) documentation that all lawful franchise fees, permit fees, sales, use and ad valorem taxes, and other such levies and assessments, if any, have been paid to the City; (2) proof of continuing indemnity insurance coverage as required under Section 13 of the Agreement; (3) documentation that all reports required within the Solid Waste Ordinance have been completed; (4) demonstrate financial ability to maintain a solid waste collection business; (5) an equipment and vehicle summary; and (6) a rate sheet for the use of the franchisee’s equipment in the event of a disaster either natural or man-made affecting the City of Irving.

3. ORDINANCES OF THE CITY OF IRVING: Franchisee shall abide by the ordinances of the City of Irving, in particular, but not limited to, the requirements of the City of Irving’s Solid Waste Collection Franchise Ordinance.

4. SCOPE AND NATURE OF OPERATION: It is expressly understood and agreed that the Franchisee may collect and deliver for disposal all solid waste, including recyclable materials, accumulated on premises within the corporate limits of the City, excluding residential service other than apartment complexes and motels, where the services are contracted for by individuals or companies with the Franchisee. Franchisee will, at its own expense, furnish personnel and equipment to collect solid waste and will establish and maintain in an efficient and businesslike manner the services that may be contracted for. Franchisee will furthermore comply with all applicable rules, regulations, laws and ordinances as directed by responsible governmental agencies having jurisdiction thereupon.
5. **REGULATION OF VEHICLES**: All vehicles used by the Franchisee for the collection and transportation of solid waste shall be covered at all times while loaded and in transit to prevent the spillage of solid waste onto the public streets or properties adjacent thereto. Any spillage will be promptly recovered by the Franchisee, and all vehicles owned by the Franchisee shall be clearly marked with the Franchisee’s name in letters not less than four (4) inches in height. All such vehicles shall be cleaned and maintained by Franchisee so as to be in good repair and of good appearance and, when idle, free of solid waste residue as may cause odor or provide a breeding place for vectors.

6. **REGULATION OF LEASED CONTAINERS**: It is specifically understood and agreed that the City of Irving shall permit the Franchisee to rent or lease containers for collection purposes to the owner or occupant of any premises within the corporate limits of the City, excluding residential customers other than apartment complexes and motels, for collection purposes subject to the following requirements:

   ALL such containers shall be constructed according to good industry practice in the trade;

   ALL such containers shall be equipped with suitable covers to prevent blowing or scattering of solid waste while being transported for disposal of their contents;

   ALL such containers shall be cleaned and maintained by Franchisee so as to be in good repair, of a good appearance and free from such solid waste residues as may cause odor and provide a breeding place for vectors;

   ALL such containers used for the disposal of food waste or other putrescible material shall be serviced no less than two times per week;

   ALL such containers shall be clearly marked with the Franchisee’s current name and telephone number in letters not less than four (4) inches in height. Franchisee shall be responsible for making certain that the information reflected on the containers is current, and shall cause any changes necessary to reflect the current information to be made within thirty (30) days after the event, giving rise to the need for the change; and

   Franchisee shall notify the City in writing within thirty (30) days of any change of name, address or telephone number of the Franchisee.
7. **DAMAGE TO PUBLIC PROPERTY:** Franchisee expressly agrees to assume liability for all costs of repair of public streets, bridges, rights-of-way, and other facilities that it damages in connection with the operation of its business with the exception of normal wear and tear.

8. **DISPOSAL OF SOLID WASTE:** It is specifically understood and agreed that Franchisee will comply with all rules, regulations, laws and ordinances. Disposal of all solid waste collected by the Franchisee from premises within the corporate limits of the City of Irving must be made at a lawfully permitted sanitary landfill. Franchisee’s violation of this provision shall be cause for immediate revocation of this Agreement.

9. **FRANCHISE FEE:** For and in consideration of the covenants and agreements herein contained, Franchisee hereby agrees to pay to the City of Irving a franchise fee of five percent (5%) of the gross revenues generated from Franchisee’s operations within the City.

   Calculation: The calculation of gross revenues generated from operation within the City shall include all revenue, as determined in accordance with generally accepted accounting principles, which is derived, directly or indirectly, by the Franchisee from or in connection with its operation within the City. Gross revenues shall include, but are not limited to revenues received from the collection and disposal of all solid waste, whether by a company bearing Franchisee’s name or a company owned or controlled by Franchisee but operating under a different name.

   Fee Payment: The franchise fee shall be paid on a quarterly basis no later than thirty (30) days after the end of each calendar quarter. The payment shall be made to the City of Irving Financial Services Department.

   Delinquent Payments: Fee payments received after the due date shall be subject to interest at the rate of twelve percent (12%) per annum until the fees are paid in full. In addition, delinquent fees shall be subject to a late payment penalty of five percent (5%) for each month or portion thereof that the fees are outstanding. In no event, however, shall the penalties exceed twenty-five percent (25%) of the total delinquent fees nor shall interest charged exceed the maximum rate allowed by law.

10. **REPORTS:** Each quarterly payment shall be accompanied by a financial accounting report satisfactory to the City. The purpose of the report is to show the basis for the computation of the quarterly payment. The report shall include the sources and amounts of revenues upon which the payment was calculated. At a minimum, the report shall include a list of all active accounts during the quarter, the fee structure for each account, the revenue generated by the account, and tonnage collected within City. If Franchisee also provides recycling services within City, Franchisee is to report tonnage of recycling collected within City. The
report shall also include a list of all accounts no longer serviced and all new business for the reporting quarter. In these reports, the identification of customers by account number is sufficient for compliance with this section. If Franchisee collects no revenue in a particular quarter, it shall file a report with the City indicating that no revenue has been collected.

11. **AUDITING BOOKS AND RECORDS**: The City shall have the authority to require an audit of the books and records of the Franchisee to determine the accuracy of Franchisee’s franchise fee payments. If the City determines that an audit under this paragraph is necessary:

   The City shall notify Franchisee when it wishes to require an audit under this section. The auditor shall be chosen by the City. The Franchisee shall promptly make available to the selected auditor, all books and records necessary to determine whether all franchise fees due the City have been paid. Failure to provide requested records within two business days of the request to the auditor shall be grounds for forfeiture.

   Upon completion of the audit, any demonstrated variance in the fees paid and the fees owed will be rectified. If Franchisee has underpaid, Franchisee will pay the difference to the City with interest and penalties provided for late payments. If Franchisee has overpaid, the City will refund the difference to Franchisee. If the variance is five percent (5%) or greater in favor of the City, Franchisee will pay the cost of the audit, otherwise the City and Franchisee will each pay fifty percent (50%) of the cost of the audit.

   An initial audit to determine baseline revenues shall be conducted, at the expense of the Franchisee, within one (1) year from the date of the execution of this Agreement. The Franchisee shall deliver the results of the audit to the City within thirty (30) days of receipt of the audit report.

12. **FORFEITURE**: The failure or refusal of a Franchisee to: (1) pay any quarterly installment of the annual fee when due; (2) submit any quarterly financial accounting reports; or (3) permit the City to conduct any audit described in Section 11, shall be deemed good cause for revocation of the Franchisee’s permit under the provisions of the Solid Waste Collection Ordinance of the City of Irving. No new permit shall be issued, and the Franchisee is prohibited from conducting any commercial solid waste collection activities within the City until, where applicable, all fees are paid in full, any required financial accounting reports submitted, or an audit of the Franchisee’s books and records is permitted. The failure or refusal of the Franchisee to comply with any of the provisions of this Agreement within ten (10) days after receiving written notice to do so from the City, shall be deemed a breach of this Agreement. The City Council, after giving notice and the
opportunity for a hearing to the Franchisee, may declare the Franchise forfeited and may prohibit the Franchisee from further use of the streets of the City under the Franchise. The Franchisee shall thereupon immediately surrender all rights in and under the Franchise, and the Franchise shall be null and void.

13. **INDEMNITY INSURANCE**: FRANCHISEE ASSUMES ALL RISK OF LOSS OR INJURY TO PROPERTY OR PERSONS ARISING FROM ANY OF ITS OPERATIONS (INCLUDING THOSE COMPANIES OWNED OR CONTROLLED BY FRANCHISEE BUT OPERATING IN THE CITY UNDER A DIFFERENT NAME) UNDER THIS AGREEMENT, AND AGREES TO INDEMNIFY AND HOLD HARMLESS THE CITY OF IRVING FROM ALL CLAIMS, DEMANDS, SUITS, JUDGMENTS, COSTS OR EXPENSES, INCLUDING ATTORNEY’S FEES, ARISING FROM ANY SUCH LOSS OR INJURY. It is expressly understood that the foregoing provisions shall not in any way limit the liability of the Franchisee. Franchisee agrees to carry the types of insurance (which insurance policies shall cover and name all companies owned or controlled by Franchisee but operating within the City operating under a different name) in minimum limits as follows:

A. Insurance and Amount: The Contractor shall furnish and maintain during the life of the contract adequate insurance in such amounts as follows:

<table>
<thead>
<tr>
<th>Type of Insurance</th>
<th>Amount</th>
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<tbody>
<tr>
<td>Workers’ Compensation</td>
<td>Statutory Limit as set forth in the Workers’ Compensation Act.</td>
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<tr>
<td>Employers’ Liability Insurance</td>
<td>$500,000 Per Each Accident</td>
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<td>Minimum Limits</td>
<td>$500,000 Occupational Disease Limit</td>
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<td>$500,000 Occupational Disease per Employee</td>
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<tr>
<td>Commercial General Liability</td>
<td>$1,000,000 Per Occurrence</td>
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<td>$1,000,000 Aggregate</td>
</tr>
<tr>
<td></td>
<td>$2,000,000 Products &amp; Completed Operations Aggregate</td>
</tr>
<tr>
<td>Business Auto Liability Insurance</td>
<td>$1,000,000 Combined Single Limits for Bodily Injury and Property Damage</td>
</tr>
</tbody>
</table>

B. Additional Insured: The City of Irving shall be an additional insured on the Commercial General Liability Insurance Policy furnished by the Contractor.
14. **RETENTION OF RIGHTS BY CITY:** The City of Irving, in granting this franchise, fully retains and reserves all the rights, privileges, and immunities that it now has under the law to fully patrol and police the streets, alleys, and public ways within the City; the granting of this franchise shall in no way interfere with the improvements or maintenance of any streets, alleys, or public ways; and the rights of the Franchisee herein to use the streets shall at all times be subservient to the right of the governing body of the City of Irving to fully exercise its rights or control over streets, alleys, and public ways.

15. **TAXES:** The Franchisee shall promptly pay all lawful sales, use and ad valorem taxes and other such levies and assessments, if any, that may lawfully be imposed upon it or its operations. Failure to pay any of these charges shall be deemed a breach of this Agreement.

16. **AMENDMENTS:** The City of Irving expressly reserves the right, after due notice to Franchisee, to modify, amend, alter, change, or eliminate any of the provisions of this Franchise and to impose such additional conditions upon the Franchisee as may be just and reasonable as determined by the City Council, the conditions to be those deemed necessary for the purpose of ensuring adequate service to the public.

17. **ASSIGNMENT OF AGREEMENT:** This Agreement and any and all rights and obligations hereunder may be assigned by the Franchisee only with the prior written consent of the City Council. All provisions of this Agreement shall apply to the Franchisee, its successors or assigns.

18. **SEVERABILITY:** If any section, subsection, sentence, clause, phrase, or other portion of this Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions herein, which other portions shall continue in full force and effect.

19. **MAILING OF NOTICES:** Every notice to be served upon the City or the Franchisee shall be hand delivered or sent by certified mail, return receipt requested. Every such notice to the Franchisee shall be delivered or sent to:

   Stefan Beck  
   Evergreen Disposal Services of Fort Worth, LLC  
   1110 Everman Parkway  
   Fort Worth, TX 76140
Every such communication to the City shall be delivered or sent to the following address:

Brenda A. Haney, Director  
Solid Waste Services  
City of Irving  
825 West Irving Boulevard  
Irving, Texas 75060

The mailing of such notice shall be equivalent to direct personal notice and shall be deemed to have been given when received. Either party may, upon written notice to the other party, change the address specified in this section.

20. **APPLICABLE LAW**: This Agreement shall be deemed to be executed in the City of Irving, State of Texas, regardless of the domicile of the Company, and shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any legal action or proceeding arising under or relating to this Agreement shall be in Dallas County, Texas.

21. **HEADINGS**: The headings contained in this Agreement are to facilitate reference only, and do not form a part of this Agreement, and shall not in any way affect the construction or interpretation herein.

EXECUTED this ____________ day of ___________________________, 20_____.

THE CITY OF IRVING, TEXAS

By: _________________________  
Richard Stopfer  
Mayor

EVERGREEN DISPOSAL SERVICES OF FORT WORTH, LLC

By: ___________________________  
Wayne Wooten  
General Manager

ATTEST: ________________________  
Shanae Jennings  
City Secretary

APPROVED AS TO FORM: ________________________  
Kuruvilla Oommen  
City Attorney
Solid Waste Collection Franchise Application

Company Name: Evergreen Companies, Inc. dba Evergreen Disposal Services at Ft Worth, TX 76140
Phone Number: 917-293-4400
Fax No.: N/A
Mailing Address: 1100 Everett Pl, Ft Worth, TX 76140
Physical Address: 1100 Everett Pl, Ft Worth, TX 76140

Provide a brief description of any past business experience of the applicant including past solid waste collection service. Applicant must identify and describe any revocation or suspension by the City of solid waste collection franchise held by the applicant.

Many years of both recycling and solid waste collection and disposal services in the greater DFU metroplex.

Equipment/ Vehicle Summary: (vehicle/equipment itemization on attached sheet)
No. of Trucks: 7
No. of Dumpsters: N/A
No. of Roll-Offs: 7

Provide a description of the proposed solid waste collection service:

Will be picking up recycling products from customers and solid waste containers.

Any Additional Information
Continuation of existing franchise agreement

Applicant must attach the following information:

1) Copy of documents establishing business
2) Documentary evidence from an insurance company indicating willingness to provide liability insurance.
3) Documentary evidence of payment of ad valorem taxes owed on real and personal property to be used in connection with the operation if the business establishment is located in the City.

I have read and agree to comply with all conditions and provisions of the Commercial Solid Waste Franchise Ordinance. I understand there will be a 5% Commercial Franchise Fee per year on gross receipts (payable quarterly) and a certified audit is due annually.

Authorized (Owner/Officer) Representative (print) 417-293-7440
Signature of Authorized Representative 4-25-19
CORPORATE ACKNOWLEDGMENT

THE STATE OF Texas §
COUNTY OF Tarrant §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared:

Timothy M. Haugh
(Print Name)
OWNER/CEO
(Print Title)
of the corporation known as Evergreen Companies, Inc., known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of said corporation, that he or she was duly authorized to perform the same by appropriate resolution of the board of directors of such corporation and that she or he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 25th day of April, A.D. 2019.

My Commission expires:
01-07-2022

SINGLE ACKNOWLEDGMENT

THE STATE OF §
COUNTY OF §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared

________________________
(Print Name)
known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of ________, A.D. __________

________________________
Notary Public In and For

My Commission expires:

PARTNERSHIP ACKNOWLEDGMENT

THE STATE OF §
COUNTY OF §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day appeared:

________________________
(Print Name)
a partnership, known to me to be the person and partner whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said partnership, and that she or he was duly authorized as a partner of such partnership to perform same for the purpose and consideration therein expressed, and in the capacity therein stated. GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of ________, A.D. __________

________________________
Notary Public In and For

My Commission expires:
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<th>Make</th>
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## Certificate of Liability Insurance

**Date:** 04/26/2019

**Producer:** CA 80864724

**Producer Name:** IMA | Waldman

**Incorporated:** IMA, Inc. (Dallas Division)

**Address:**
6200 LBJ Freeway
Suite 200
Dallas, TX 75240

**Insured:** Evergreen Companies, Inc.

**Address:**
5001 N. Interstate 20, Suite 208
Arlington, TX 76017

### COVERAGES

**Certificate Number:** 56045709

**Revised Number:**

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by the policy below. This certificate of insurance does not constitute a contract between the issuing insurer(s), authorize representative or producer, and the certificate holder.

**Important:** If the certificate holder is an additional insured, the policy(ies) must be endorsed. If Subrogation is Waived, subject the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

### Policy Information

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<th>Type of Insurance</th>
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<td>$3,000,000</td>
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</table>

### Description of Operations

Certificate Holder is included as Additional Insured on the General Liability Policy if required by written contract agreement subject to policy terms and conditions.

### Certificate Holder

City of Irving
Solid Waste Services
110 E. Hunter Ferrell Road
Irving, TX 75060

USA

**ACORD 25 (2014/01)** The ACORD name and logo are registered marks of ACORD

**Neagrar:** 55645709

**Cancellation Information:**

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

**Authorized Representative:**

© 1988-2014 ACORD CORPORATION. All rights reserved.
SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE
04/26/2019

NAME OF INSURED: Evergreen Companies, Inc.

SUPP (10/00)

Attachment: Evergreen Companies Franchise Application (10228 : 6 Evergreen Disposal Service Franchise Agreement)
## Named Insured Schedule

- Evergreen Companies, Inc.
- Evergreen Paper Recycling, LLC
- Sunbright Paper Recycling, LLC
- SC Forest Trucking Company, LLC
- LOTI Management Company, LLC
- Evergreen Fiber Sales, LLC
- Evergreen Real Property, LLC
- Sunbright Disposal Services, LLC
- Horizon Trucking
- Evergreen Disposal Services of Fort Worth LLC
Ordinance -- First Reading -- Granting a Franchise to Hurricane Waste Systems, LLC, for Solid Waste Collection Services Beginning on June 10, 2019 and Ending on June 9, 2022 Pursuant to Chapter 33 of the Code of Civil and Criminal Ordinances of the City of Irving, Texas

Administrative Comments

1. This item has been recommended by Solid Waste Services.

2. **Impact:** The franchise will authorize Hurricane Waste Systems, LLC to provide waste hauling services to various business throughout the City of Irving.

3. This franchise agreement establishes operational guidelines for dumpster cleanliness, litter control, limits service times near residential areas, requests coordination of collection times in school zones and, in general, sets in place some common industry practices.

4. Franchise Agreement is for three (3) years beginning on June 10, 2019 and ending on June 9, 2022. The franchise fee to be assessed is 5% of gross revenues for business generated in servicing dumpsters, roll-off containers, compactor containers, or collecting and hauling in open top trucks on waste collected within the City of Irving.

Recommendation

The ordinance be adopted.

ADDITIONAL COMMENTS:

**Contract Required:** Yes

**Review Completed By:** Christina Weber

**Previous Action:** Ord No. 2016-9804

**Council Action:** Approval of Ordinance

**Discretionary Contract Disclosure Form Required:** No

**Certificate of Interested Parties (Form 1295) Required:** Yes

- **TGC 2270 Verification Form Required:** Yes

ATTACHMENTS:

- Hurricane Waste Systems Franchise Agreement unsigned (DOCX)
- Hurricane Waste Systems LLC Franchise Application (PDF)

CURRENT YEAR FINANCIAL IMPACT:

NONE

REVISION INFORMATION:

Prepared: 5/24/2019 02:18 PM by Maria Guzman
Last Updated: 6/4/2019 12:59 PM by Edith Brown
ORDINANCE NO. (ID # 10222)

AN ORDINANCE GRANTING TO HURRICANE WASTE SYSTEMS, LLC A FRANCHISE TO OPERATE A SOLID WASTE COLLECTION SERVICE IN THE CITY OF IRVING BEGINNING ON JUNE 10, 2019 AND ENDING ON JUNE 9, 2022; AND PRESCRIBING THE TERMS, CONDITIONS, OBLIGATIONS AND LIMITATIONS UPON AND UNDER WHICH SUCH FRANCHISE SHALL BE EXERCISED; AND PROVIDING A SEVERABILITY CLAUSE.

WHEREAS, Hurricane Waste Systems, LLC, seeks a solid waste collection franchise to operate a waste hauler service within the corporate limits of the City of Irving;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS:

SECTION 1. There is hereby granted to Hurricane Waste Systems, LLC, hereinafter referred to as “Franchisee,” the right and franchise to operate a solid waste collection service or business in the City of Irving, Texas, and to operate such service or business on the streets, alleys, and public ways in the City of Irving beginning on June 10, 2019 and ending on June 9, 2022 and that the agreement between City and Franchisee, attached hereto, is incorporated herein, and the Mayor is hereby authorized to execute said agreement.

SECTION 2. This franchise shall be in force and effect until June 9, 2022 from and after the effective date of the third and final reading of this ordinance, unless sooner terminated by reason of default of Franchisee under the terms of this franchise and/or Chapter 33 of The Code of Civil and Criminal Ordinances of the City of Irving, Texas, including, but not limited to, the requirements in the attached agreement.

SECTION 3. Franchisee shall pay fees pursuant to Chapter 33 of The Code of Civil and Criminal Ordinances of the City of Irving, Texas, as amended.

SECTION 4. Franchisee shall keep in effect at all times public liability and property damage insurance policies in accordance with the terms and provisions of Chapter 33 of The Code of Civil and Criminal Ordinances of the City of Irving, Texas, as now enacted or hereafter amended, and as further set out in the agreement attached hereto, and a cancellation of such insurance policies shall automatically suspend this franchise until said insurance policies have been reinstated.

SECTION 5. Franchisee shall own, lease, contract for, or otherwise legally control every vehicle used in the service for which this franchise is granted whether or not the vehicle is owned by the Franchisee.

SECTION 6. No grant, right, or privilege afforded to the Franchisee under the terms of this franchise shall be transferred to any other person without application to the City of Irving for such transfer and approval thereof by action of the City Council.

SECTION 7. Franchisee shall immediately upon the effective date of this franchise, have installed a local telephone number to be called by the general public requesting service.

SECTION 8. Franchisee hereof shall comply with all the applicable terms and provisions of the ordinances of the City of Irving, Texas.
SECTION 9. This franchise shall be subject to revocation upon:

A. Violation of the ordinances of the City of Irving, any state or federal law applicable to the collection and disposition of solid waste material, this franchise, or the attached agreement, or

B. Franchisee failing to make payment of any and all fees due pursuant to this franchise and/or Chapter 33 of The Code of Civil and Criminal Ordinances of the City of Irving, Texas, as amended.

SECTION 10. That the terms and provisions of this ordinance shall be deemed to be severable and that if the validity of any section, subsection, sentence, clause, or phrase of this ordinance should be declared to be invalid, the same shall not affect the validity of any other section, subsection, sentence, clause, or phrase of this ordinance.

PASSED AND APPROVED UPON FIRST READING BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS, on June 20, 2019.

_______________________________
RICHARD H. STOPFER
MAYOR

PASSED AND APPROVED UPON SECOND READING BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS, on July 18, 2019.

_______________________________
RICHARD H. STOPFER
MAYOR

PASSED AND APPROVED UPON THIRD AND FINAL READING BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS, on August 1, 2019.

_______________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

_______________________________
Shanae Jennings
City Secretary

APPROVED AS TO FORM:

_______________________________
Kuruvilla Oommen
City Attorney
FRANCHISE AGREEMENT

This Franchise Agreement (hereinafter referred to as “Agreement”) is made and entered by and between the City of Irving, Texas (“City”), and Hurricane Waste Systems, LLC (“Franchisee”).

WITNESSETH

1. FRANCHISE: A non-exclusive franchise is hereby granted to use the public streets, alleys and thoroughfares within the corporate limits of the City of Irving for the purpose of engaging in the business of solid waste collection.

2. TERM: The term of this Agreement shall be for a period of no more than three (3) years, beginning on the effective date of execution of the Agreement, unless notice of termination is provided by one party to the other at least thirty (30) days prior to the anniversary date of the Agreement. Prior to each anniversary date, the Franchisee shall provide: (1) documentation that all lawful franchise fees, permit fees, sales, use and ad valorem taxes, and other such levies and assessments, if any, have been paid to the City; (2) proof of continuing indemnity insurance coverage as required under Section 13 of the Agreement; (3) documentation that all reports required within the Solid Waste Ordinance have been completed; (4) demonstrate financial ability to maintain a solid waste collection business; (5) an equipment and vehicle summary; and (6) a rate sheet for the use of the franchisee’s equipment in the event of a disaster either natural or man-made affecting the City of Irving.

3. ORDINANCES OF THE CITY OF IRVING: Franchisee shall abide by the ordinances of the City of Irving, in particular, but not limited to, the requirements of the City of Irving’s Solid Waste Collection Franchise Ordinance.

4. SCOPE AND NATURE OF OPERATION: It is expressly understood and agreed that the Franchisee may collect and deliver for disposal all solid waste, including recyclable materials, accumulated on premises within the corporate limits of the City, excluding residential service other than apartment complexes and motels, where the services are contracted for by individuals or companies with the Franchisee. Franchisee will, at its own expense, furnish personnel and equipment to collect solid waste and will establish and maintain in an efficient and businesslike manner the services that may be contracted for. Franchisee will furthermore comply with all applicable rules, regulations, laws and ordinances as directed by responsible governmental agencies having jurisdiction thereupon.
5. **REGULATION OF VEHICLES:** All vehicles used by the Franchisee for the collection and transportation of solid waste shall be covered at all times while loaded and in transit to prevent the spillage of solid waste onto the public streets or properties adjacent thereto. Any spillage will be promptly recovered by the Franchisee, and all vehicles owned by the Franchisee shall be clearly marked with the Franchisee’s name in letters not less than four (4) inches in height. All such vehicles shall be cleaned and maintained by Franchisee so as to be in good repair and of good appearance and, when idle, free of solid waste residue as may cause odor or provide a breeding place for vectors.

6. **REGULATION OF LEASED CONTAINERS:** It is specifically understood and agreed that the City of Irving shall permit the Franchisee to rent or lease containers for collection purposes to the owner or occupant of any premises within the corporate limits of the City, excluding residential customers other than apartment complexes and motels, for collection purposes subject to the following requirements:

   - ALL such containers shall be constructed according to good industry practice in the trade;
   - ALL such containers shall be equipped with suitable covers to prevent blowing or scattering of solid waste while being transported for disposal of their contents;
   - ALL such containers shall be cleaned and maintained by Franchisee so as to be in good repair, of a good appearance and free from such solid waste residues as may cause odor and provide a breeding place for vectors;
   - ALL such containers used for the disposal of food waste or other putrescible material shall be serviced no less than two times per week;
   - ALL such containers shall be clearly marked with the Franchisee’s current name and telephone number in letters not less than four (4) inches in height. Franchisee shall be responsible for making certain that the information reflected on the containers is current, and shall cause any changes necessary to reflect the current information to be made within thirty (30) days after the event, giving rise to the need for the change; and
   - Franchisee shall notify the City in writing within thirty (30) days of any change of name, address or telephone number of the Franchisee.
7. **DAMAGE TO PUBLIC PROPERTY**: Franchisee expressly agrees to assume liability for all costs of repair of public streets, bridges, rights-of-way, and other facilities that it damages in connection with the operation of its business with the exception of normal wear and tear.

8. **DISPOSAL OF SOLID WASTE**: It is specifically understood and agreed that Franchisee will comply with all rules, regulations, laws and ordinances. Disposal of all solid waste collected by the Franchisee from premises within the corporate limits of the City of Irving must be made at a lawfully permitted sanitary landfill. Franchisee’s violation of this provision shall be cause for immediate revocation of this Agreement.

9. **FRANCHISE FEE**: For and in consideration of the covenants and agreements herein contained, Franchisee hereby agrees to pay to the City of Irving a franchise fee of five percent (5%) of the gross revenues generated from Franchisee’s operations within the City.

   Calculation: The calculation of gross revenues generated from operation within the City shall include all revenue, as determined in accordance with generally accepted accounting principles, which is derived, directly or indirectly, by the Franchisee from or in connection with its operation within the City. Gross revenues shall include, but are not limited to revenues received from the collection and disposal of all solid waste, whether by a company bearing Franchisee’s name or a company owned or controlled by Franchisee but operating under a different name.

   Fee Payment: The franchise fee shall be paid on a quarterly basis no later than thirty (30) days after the end of each calendar quarter. The payment shall be made to the City of Irving Financial Services Department.

   Delinquent Payments: Fee payments received after the due date shall be subject to interest at the rate of twelve percent (12%) per annum until the fees are paid in full. In addition, delinquent fees shall be subject to a late payment penalty of five percent (5%) for each month or portion thereof that the fees are outstanding. In no event, however, shall the penalties exceed twenty-five percent (25%) of the total delinquent fees nor shall interest charged exceed the maximum rate allowed by law.

10. **REPORTS**: Each quarterly payment shall be accompanied by a financial accounting report satisfactory to the City. The purpose of the report is to show the basis for the computation of the quarterly payment. The report shall include the sources and amounts of revenues upon which the payment was calculated. At a minimum, the report shall include a list of all active accounts during the quarter, the fee structure for each account, the revenue generated by the account, and tonnage collected within City. If Franchisee also provides recycling services within City, Franchisee is to report tonnage of recycling collected within City.
report shall also include a list of all accounts no longer serviced and all new business for the reporting quarter. In these reports, the identification of customers by account number is sufficient for compliance with this section. If Franchisee collects no revenue in a particular quarter, it shall file a report with the City indicating that no revenue has been collected.

11. **AUDITING BOOKS AND RECORDS**: The City shall have the authority to require an audit of the books and records of the Franchisee to determine the accuracy of Franchisee’s franchise fee payments. If the City determines that an audit under this paragraph is necessary:

   The City shall notify Franchisee when it wishes to require an audit under this section. The auditor shall be chosen by the City. The Franchisee shall promptly make available to the selected auditor, all books and records necessary to determine whether all franchise fees due the City have been paid. Failure to provide requested records within two business days of the request to the auditor shall be grounds for forfeiture.

   Upon completion of the audit, any demonstrated variance in the fees paid and the fees owed will be rectified. If Franchisee has underpaid, Franchisee will pay the difference to the City with interest and penalties provided for late payments. If Franchisee has overpaid, the City will refund the difference to Franchisee. If the variance is five percent (5%) or greater in favor of the City, Franchisee will pay the cost of the audit, otherwise the City and Franchisee will each pay fifty percent (50%) of the cost of the audit.

   An initial audit to determine baseline revenues shall be conducted, at the expense of the Franchisee, within one (1) year from the date of the execution of this Agreement. The Franchisee shall deliver the results of the audit to the City within thirty (30) days of receipt of the audit report.

12. **FORFEITURE**: The failure or refusal of a Franchisee to: (1) pay any quarterly installment of the annual fee when due; (2) submit any quarterly financial accounting reports; or (3) permit the City to conduct any audit described in Section 11, shall be deemed good cause for revocation of the Franchisee’s permit under the provisions of the Solid Waste Collection Ordinance of the City of Irving. No new permit shall be issued, and the Franchisee is prohibited from conducting any commercial solid waste collection activities within the City until, where applicable, all fees are paid in full, any required financial accounting reports submitted, or an audit of the Franchisee’s books and records is permitted. The failure or refusal of the Franchisee to comply with any of the provisions of this Agreement within ten (10) days after receiving written notice to do so from the City, shall be deemed a breach of this Agreement. The City Council, after giving notice and the
opportunity for a hearing to the Franchisee, may declare the Franchise forfeited and may prohibit the Franchisee from further use of the streets of the City under the Franchise. The Franchisee shall thereupon immediately surrender all rights in and under the Franchise, and the Franchise shall be null and void.

13. INDEMNITY INSURANCE: FRANCHISEE ASSUMES ALL RISK OF LOSS OR INJURY TO PROPERTY OR PERSONS ARISING FROM ANY OF ITS OPERATIONS (INCLUDING THOSE COMPANIES OWNED OR CONTROLLED BY FRANCHISEE BUT OPERATING IN THE CITY UNDER A DIFFERENT NAME) UNDER THIS AGREEMENT, AND AGREES TO INDEMNIFY AND HOLD HARMLESS THE CITY OF IRVING FROM ALL CLAIMS, DEMANDS, SUITS, JUDGMENTS, COSTS OR EXPENSES, INCLUDING ATTORNEY’S FEES, ARISING FROM ANY SUCH LOSS OR INJURY. It is expressly understood that the foregoing provisions shall not in any way limit the liability of the Franchisee. Franchisee agrees to carry the types of insurance (which insurance policies shall cover and name all companies owned or controlled by Franchisee but operating within the City operating under a different name) in minimum limits as follows:

A. Insurance and Amount: The Contractor shall furnish and maintain during the life of the contract adequate insurance in such amounts as follows:

<table>
<thead>
<tr>
<th>Type of Insurance</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Workers’ Compensation</td>
<td>Statutory Limit as set forth in the Workers’ Compensation Act.</td>
</tr>
<tr>
<td>Employers’ Liability Insurance Minimum Limits</td>
<td>$500,000 Per Each Accident</td>
</tr>
<tr>
<td></td>
<td>$500,000 Occupational Disease Limit</td>
</tr>
<tr>
<td></td>
<td>$500,000 Occupational Disease per Employee</td>
</tr>
<tr>
<td>Commercial General Liability</td>
<td>$1,000,000 Per Occurrence</td>
</tr>
<tr>
<td></td>
<td>$1,000,000 Aggregate</td>
</tr>
<tr>
<td></td>
<td>$2,000,000 Products &amp; Completed Operations Aggregate</td>
</tr>
<tr>
<td>Business Auto Liability Insurance</td>
<td>$1,000,000 Combined Single</td>
</tr>
<tr>
<td></td>
<td>Limits for Bodily Injury and Property Damage</td>
</tr>
</tbody>
</table>

B. Additional Insured: The City of Irving shall be an additional insured on the Commercial General Liability Insurance Policy furnished by the Contractor.
14. **RETENTION OF RIGHTS BY CITY:** The City of Irving, in granting this franchise, fully retains and reserves all the rights, privileges, and immunities that it now has under the law to fully patrol and police the streets, alleys, and public ways within the City; the granting of this franchise shall in no way interfere with the improvements or maintenance of any streets, alleys, or public ways; and the rights of the Franchisee herein to use the streets shall at all times be subservient to the right of the governing body of the City of Irving to fully exercise its rights or control over streets, alleys, and public ways.

15. **TAXES:** The Franchisee shall promptly pay all lawful sales, use and ad valorem taxes and other such levies and assessments, if any, that may lawfully be imposed upon it or its operations. Failure to pay any of these charges shall be deemed a breach of this Agreement.

16. **AMENDMENTS:** The City of Irving expressly reserves the right, after due notice to Franchisee, to modify, amend, alter, change, or eliminate any of the provisions of this Franchise and to impose such additional conditions upon the Franchisee as may be just and reasonable as determined by the City Council, the conditions to be those deemed necessary for the purpose of ensuring adequate service to the public.

17. **ASSIGNMENT OF AGREEMENT:** This Agreement and any and all rights and obligations hereunder may be assigned by the Franchisee only with the prior written consent of the City Council. All provisions of this Agreement shall apply to the Franchisee, its successors or assigns.

18. **SEVERABILITY:** If any section, subsection, sentence, clause, phrase, or other portion of this Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions herein, which other portions shall continue in full force and effect.

19. **MAILING OF NOTICES:** Every notice to be served upon the City or the Franchisee shall be hand delivered or sent by certified mail, return receipt requested. Every such notice to the Franchisee shall be delivered or sent to:

   Grady Hicks  
   President  
   Hurricane Waste Systems, LLC  
   712 W. Shady Grove, Suite 100  
   Irving, TX 75060
Every such communication to the City shall be delivered or sent to the following address:

Ramiro Lopez, Assistant City Manager  
Solid Waste Services  
City of Irving  
825 West Irving Boulevard  
Irving, Texas 75060

The mailing of such notice shall be equivalent to direct personal notice and shall be deemed to have been given when received. Either party may, upon written notice to the other party, change the address specified in this section.

20. **APPLICABLE LAW:** This Agreement shall be deemed to be executed in the City of Irving, State of Texas, regardless of the domicile of the Company, and shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any legal action or proceeding arising under or relating to this Agreement shall be in Dallas County, Texas.

21. **HEADINGS:** The headings contained in this Agreement are to facilitate reference only, and do not form a part of this Agreement, and shall not in any way affect the construction or interpretation herein.

EXECUTED this __________ day of __________________________, 20_____.

THE CITY OF IRVING, TEXAS  
HURRICANE WASTE SYSTEMS, LLC

By: ____________________________  
Richard Stopfer  
Mayor

ATTEST:

______________  
Shanae Jennings  
City Secretary

APPROVED AS TO FORM:

______________  
Kuruvilla Oommen  
City Attorney
Solid Waste Collection Franchise Application

Company Name: Hurricane Waste Systems LLC
Phone Number: 972-251-7171
Fax No.: 972-253-1217
Mailing Address: 712 W Shady Grove
Physical Address: Irving, TX 75060

Provide a brief description of any past business experience of the applicant including past solid waste collection service. Applicant must identify and describe any revocation or suspension by the City of solid waste collection franchise held by the applicant.

Trash & Recycle

Equipment/ Vehicle Summary: (vehicle/equipment itemization on attached sheet)

No. of Trucks: _____ No. of Dumpsters: 3-4 No. of Roll-Offs: 3

Provide a description of the proposed solid waste collection service:

Providing trash service and recycling services to customers that request our services.

Any Additional Information

Applicant must attach the following information:

1) Copy of documents establishing business
2) Documentary evidence from an insurance company indicating willingness to provide liability insurance.
3) Documentary evidence of payment of ad valorem taxes owed on real and personal property to be used in connection with the operation if the business establishment is located in the City.

I have read and agree to comply with all conditions and provisions of the Commercial Solid Waste Franchise Ordinance. I understand there will be a 5% Commercial Franchise Fee per year on gross receipts (payable quarterly) and a certified audit is due annually.

Authorized (Owner/Officer) Representative (print) 972-251-7171
Telephone # 5/14/19

Signature of Authorized Representative Date
CORPORATE ACKNOWLEDGMENT

THE STATE OF TX  §
COUNTY OF Dallas  §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared:

Grady Hicks  
(Print Name)
OWNER  
(Print Title)
of the corporation known as Hurricane Waste Systems, LLC, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of said corporation, that he or she was duly authorized to perform the same by appropriate resolution of the board of directors of such corporation and that she or he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 14th day of May, A.D., 2019.

My Commission expires:

SINGLE ACKNOWLEDGMENT

THE STATE OF  §
COUNTY OF  §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared

known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ___ day of ________, A.D., 2____

My Commission expires:

PARTNERSHIP ACKNOWLEDGMENT

THE STATE OF  §
COUNTY OF  §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day appeared:

of a partnership, known to me to be the person and partner whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said partnership, and that she or he was duly authorized as a partner of such partnership to perform same for the purpose and consideration therein expressed, and in the capacity therein stated. GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ___ day of ________, A.D., 2____

My Commission expires:
CORPORATE ACKNOWLEDGMENT

THE STATE OF ________________ 

COUNTY OF ________________ 

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared:

__________________________________________
(Print Name)

__________________________________________
(Print Title)

of the corporation known as ________________________________, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of said corporation, that he or she was duly authorized to perform the same by appropriate resolution of the board of directors of such corporation and that she or he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ___ day of ___________, A.D., ___.

__________________________________________
Notary Public In and For

______________________ County, __________

My Commission expires:

______________________

SINGLE ACKNOWLEDGMENT

THE STATE OF TX 

COUNTY OF Dallas 

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared

Grady Hicks

known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ___ day of May, A.D., 2019

__________________________________________
Notary Public In and For

Shannon Mims

Dallas County, TX

My Commission expires: September 6, 2021

PARTNERSHIP ACKNOWLEDGMENT

THE STATE OF ________________ 

COUNTY OF ________________ 

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day appeared:

__________________________________________
(Print Name)

__________________________________________
(Print Title)

of ________________________________, a partnership, known to me to be the person and partner whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said partnership, and that she or he was duly authorized as a partner of such partnership to perform same for the purposes and consideration therein expressed, and in the capacity therein stated. GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ___ day of ___________, A.D., ___.

__________________________________________
Notary Public In and For

______________________ County, __________

My Commission expires:

______________________

Packet Pg. 270
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<th>Year</th>
<th>Make</th>
<th>Model</th>
<th>License No.</th>
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Additional pages may be attached, as necessary.
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFRS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

NAME: SCOTT FARROW
PHONE: (281) 651-9405
INJURY: (281) 651-9424
E-MAIL: certificates@usinsurancesource.com

INSURED

HURRICANE WASTE SYSTEMS, LLC
712 W SHADY GROVE
IRVING
TX 75060

INSURER S AFFORDING COVERAGE

INSURER A: CLEAR BLUE INSURANCE COMPANY

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HERIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Policy Number
Policy Effective Date
Policy Expiring Date

<table>
<thead>
<tr>
<th>TYPE OF INSURANCE</th>
<th>ADDITIONAL LIMITS</th>
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<tbody>
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<td>COMMERCIAL GENERAL LIABILITY</td>
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<tr>
<td>OCCUR</td>
<td>$</td>
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<tr>
<td>GENL AGGREGATE LIMIT APPLIES TO:</td>
<td>POLICY LOC</td>
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</tr>
<tr>
<td>OTHER</td>
<td>$</td>
<td></td>
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<tr>
<td>AUTOMOBILE LIABILITY</td>
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<td>Hired</td>
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<td>NON-OWNED</td>
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<td>EXCESS LIABILITY</td>
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<tr>
<td>OCCUR</td>
<td>$</td>
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<td>EXCESS LIABILITY</td>
<td>CLAIMS-MADE</td>
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<td>CLAIMS-MADE</td>
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<tr>
<td>WORKERS COMPENSATION AND EMPLOYERS LIABILITY</td>
<td>Y</td>
<td>$</td>
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<tr>
<td>Y</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED [Mandatory In Log]</td>
<td>Y</td>
<td>$</td>
</tr>
<tr>
<td>Y</td>
<td>$</td>
<td></td>
</tr>
</tbody>
</table>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of Irving
Solid Waste Services
110 E Hunter Ferrel road
Irving
TX 75060

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.
Ordinance -- First Reading -- Granting a Franchise to Moore Disposal Corporation for Solid Waste Collection Services Beginning on June 10, 2019 and Ending on June 9, 2022 Pursuant to Chapter 33 of the Code of Civil and Criminal Ordinances of the City of Irving, Texas

Administrative Comments
1. This item has been recommended by Solid Waste Services.
2. Impact: The franchise will authorize Moore Disposal Corporation to provide waste hauling services to various business throughout the City of Irving.
3. This franchise agreement establishes operational guidelines for dumpster cleanliness, litter control, limits service times near residential areas, requests coordination of collection times in school zones and, in general, sets in place some common industry practices.
4. Franchise Agreement is for three (3) years beginning on June 10, 2019 and ending on June 9, 2022. The franchise fee to be assessed is 5% of gross revenues for business generated in servicing dumpsters, roll-off containers, compactor containers, or collecting and hauling in open top trucks on waste collected within the City of Irving.

Recommendation
The ordinance be adopted.

ADDITIONAL COMMENTS:
Contract Required: Yes  Review Completed By: Christina Weber
Previous Action: Ord No. 2016-9805  Council Action: Approval of Ordinance
Discretionary Contract Disclosure Form Required: No
Certificate of Interested Parties (Form 1295) Required: Yes
- TGC 2270 Verification Form Required: Yes

ATTACHMENTS:
- Moore Disposal Franchise Agreement unsigned (DOCX)
- Moore Disposal Franchise Application (PDF)

CURRENT YEAR FINANCIAL IMPACT:
NONE

REVISION INFORMATION:
Prepared: 5/24/2019 02:22 PM by Maria Guzman
Last Updated: 6/14/2019 09:59 AM by Christina Weber
AN ORDINANCE GRANTING A FRANCHISE TO MOORE DISPOSAL CORPORATION, TO OPERATE A SOLID WASTE COLLECTION SERVICE IN THE CITY OF IRVING BEGINNING ON JUNE 10, 2019 AND ENDING ON JUNE 9, 2022; AND PRESCRIBING THE TERMS, CONDITIONS, OBLIGATIONS AND LIMITATIONS UPON AND UNDER WHICH SUCH FRANCHISE SHALL BE EXERCISED; AND PROVIDING A SEVERABILITY CLAUSE.

WHEREAS, Moore Disposal Inc., seeks a solid waste collection franchise to operate a waste hauler service within the corporate limits of the City of Irving;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS:

SECTION 1. There is hereby granted to Moore Disposal Corporation, hereinafter referred to as “Franchisee,” the right and franchise to operate a solid waste collection service or business in the City of Irving, Texas, and to operate such service or business on the streets, alleys, and public ways in the City of Irving beginning on June 10, 2019 and ending on June 9, 2022 and that the agreement between City and Franchisee, attached hereto, is incorporated herein, and the Mayor is hereby authorized to execute said agreement.

SECTION 2. This franchise shall be in force and effect until June 9, 2022 from and after the effective date of the third and final reading of this ordinance, unless sooner terminated by reason of default of Franchisee under the terms of this franchise and/or Chapter 33 of The Code of Civil and Criminal Ordinances of the City of Irving, Texas, including, but not limited to, the requirements in the attached agreement.

SECTION 3. Franchisee shall pay fees pursuant to Chapter 33 of The Code of Civil and Criminal Ordinances of the City of Irving, Texas, as amended.

SECTION 4. Franchisee shall keep in effect at all times public liability and property damage insurance policies in accordance with the terms and provisions of Chapter 33 of The Code of Civil and Criminal Ordinances of the City of Irving, Texas, as now enacted or hereafter amended, and as further set out in the agreement attached hereto, and a cancellation of such insurance policies shall automatically suspend this franchise until said insurance policies have been reinstated.

SECTION 5. Franchisee shall own, lease, contract for, or otherwise legally control every vehicle used in the service for which this franchise is granted whether or not the vehicle is owned by the Franchisee.

SECTION 6. No grant, right, or privilege afforded to the Franchisee under the terms of this franchise shall be transferred to any other person without application to the City of Irving for such transfer and approval thereof by action of the City Council.

SECTION 7. Franchisee shall immediately upon the effective date of this franchise, have installed a local telephone number to be called by the general public requesting service.

SECTION 8. Franchisee hereof shall comply with all the applicable terms and provisions of the ordinances of the City of Irving, Texas.
SECTION 9. This franchise shall be subject to revocation upon:

A. Violation of the ordinances of the City of Irving, any state or federal law applicable to the collection and disposition of solid waste material, this franchise, or the attached agreement, or

B. Franchisee failing to make payment of any and all fees due pursuant to this franchise and/or Chapter 33 of The Code of Civil and Criminal Ordinances of the City of Irving, Texas, as amended.

SECTION 10. That the terms and provisions of this ordinance shall be deemed to be severable and that if the validity of any section, subsection, sentence, clause, or phrase of this ordinance should be declared to be invalid, the same shall not affect the validity of any other section, subsection, sentence, clause, or phrase of this ordinance.

PASSED AND APPROVED UPON FIRST READING BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS, on June 20, 2019.

______________________________
RICHARD H. STOPFER
MAYOR

PASSED AND APPROVED UPON SECOND READING BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS, on July 18, 2019.

______________________________
RICHARD H. STOPFER
MAYOR

PASSED AND APPROVED UPON THIRD AND FINAL READING BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS, on August 1, 2019.

______________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

______________________________
Shanae Jennings
City Secretary

APPROVED AS TO FORM:

______________________________
Kuruvilla Oommen
City Attorney
FRANCHISE AGREEMENT

This Franchise Agreement (hereinafter referred to as “Agreement”) is made and entered by and between the City of Irving, Texas (“City”), and Moore Disposal Corporation (“Franchisee”).

WITNESSETH

1. **FRANCHISE**: A non-exclusive franchise is hereby granted to use the public streets, alleys and thoroughfares within the corporate limits of the City of Irving for the purpose of engaging in the business of solid waste collection.

2. **TERM**: The term of this Agreement shall be for a period of no more than three (3) years, beginning on the effective date of execution of the Agreement, unless notice of termination is provided by one party to the other at least thirty (30) days prior to the anniversary date of the Agreement. Prior to each anniversary date, the Franchisee shall provide: (1) documentation that all lawful franchise fees, permit fees, sales, use and ad valorem taxes, and other such levies and assessments, if any, have been paid to the City; (2) proof of continuing indemnity insurance coverage as required under Section 13 of the Agreement; (3) documentation that all reports required within the Solid Waste Ordinance have been completed; (4) demonstrate financial ability to maintain a solid waste collection business; (5) an equipment and vehicle summary; and (6) a rate sheet for the use of the franchisee’s equipment in the event of a disaster either natural or man-made affecting the City of Irving.

3. **ORDINANCES OF THE CITY OF IRVING**: Franchisee shall abide by the ordinances of the City of Irving, in particular, but not limited to, the requirements of the City of Irving’s Solid Waste Collection Franchise Ordinance.

4. **SCOPE AND NATURE OF OPERATION**: It is expressly understood and agreed that the Franchisee may collect and deliver for disposal all solid waste, including recyclable materials, accumulated on premises within the corporate limits of the City, excluding residential service other than apartment complexes and motels, where the services are contracted for by individuals or companies with the Franchisee. Franchisee will, at its own expense, furnish personnel and equipment to collect solid waste and will establish and maintain in an efficient and businesslike manner the services that may be contracted for. Franchisee will furthermore comply with all applicable rules, regulations, laws and ordinances as directed by responsible governmental agencies having jurisdiction thereupon.
5. **REGULATION OF VEHICLES:** All vehicles used by the Franchisee for the collection and transportation of solid waste shall be covered at all times while loaded and in transit to prevent the spillage of solid waste onto the public streets or properties adjacent thereto. Any spillage will be promptly recovered by the Franchisee, and all vehicles owned by the Franchisee shall be clearly marked with the Franchisee’s name in letters not less than four (4) inches in height. All such vehicles shall be cleaned and maintained by Franchisee so as to be in good repair and of good appearance and, when idle, free of solid waste residue as may cause odor or provide a breeding place for vectors.

6. **REGULATION OF LEASED CONTAINERS:** It is specifically understood and agreed that the City of Irving shall permit the Franchisee to rent or lease containers for collection purposes to the owner or occupant of any premises within the corporate limits of the City, excluding residential customers other than apartment complexes and motels, for collection purposes subject to the following requirements:

   ALL such containers shall be constructed according to good industry practice in the trade;

   ALL such containers shall be equipped with suitable covers to prevent blowing or scattering of solid waste while being transported for disposal of their contents;

   ALL such containers shall be cleaned and maintained by Franchisee so as to be in good repair, of a good appearance and free from such solid waste residues as may cause odor and provide a breeding place for vectors;

   ALL such containers used for the disposal of food waste or other putrescible material shall be serviced no less than two times per week;

   ALL such containers shall be clearly marked with the Franchisee’s current name and telephone number in letters not less than four (4) inches in height. Franchisee shall be responsible for making certain that the information reflected on the containers is current, and shall cause any changes necessary to reflect the current information to be made within thirty (30) days after the event, giving rise to the need for the change; and

   Franchisee shall notify the City in writing within thirty (30) days of any change of name, address or telephone number of the Franchisee.
7. **DAMAGE TO PUBLIC PROPERTY:** Franchisee expressly agrees to assume liability for all costs of repair of public streets, bridges, rights-of-way, and other facilities that it damages in connection with the operation of its business with the exception of normal wear and tear.

8. **DISPOSAL OF SOLID WASTE:** It is specifically understood and agreed that Franchisee will comply with all rules, regulations, laws and ordinances. Disposal of all solid waste collected by the Franchisee from premises within the corporate limits of the City of Irving must be made at a lawfully permitted sanitary landfill. Franchisee’s violation of this provision shall be cause for immediate revocation of this Agreement.

9. **FRANCHISE FEE:** For and in consideration of the covenants and agreements herein contained, Franchisee hereby agrees to pay to the City of Irving a franchise fee of five percent (5%) of the gross revenues generated from Franchisee’s operations within the City.

   Calculation: The calculation of gross revenues generated from operation within the City shall include all revenue, as determined in accordance with generally accepted accounting principles, which is derived, directly or indirectly, by the Franchisee from or in connection with its operation within the City. Gross revenues shall include, but are not limited to revenues received from the collection and disposal of all solid waste, whether by a company bearing Franchisee’s name or a company owned or controlled by Franchisee but operating under a different name.

   Fee Payment: The franchise fee shall be paid on a quarterly basis no later than thirty (30) days after the end of each calendar quarter. The payment shall be made to the City of Irving Financial Services Department.

   Delinquent Payments: Fee payments received after the due date shall be subject to interest at the rate of twelve percent (12%) per annum until the fees are paid in full. In addition, delinquent fees shall be subject to a late payment penalty of five percent (5%) for each month or portion thereof that the fees are outstanding. In no event, however, shall the penalties exceed twenty-five percent (25%) of the total delinquent fees nor shall interest charged exceed the maximum rate allowed by law.

10. **REPORTS:** Each quarterly payment shall be accompanied by a financial accounting report satisfactory to the City. The purpose of the report is to show the basis for the computation of the quarterly payment. The report shall include the sources and amounts of revenues upon which the payment was calculated. At a minimum, the report shall include a list of all active accounts during the quarter, the fee structure for each account, the revenue generated by the account, and tonnage collected within City. If Franchisee also provides recycling services within City, Franchisee is to report tonnage of recycling collected within City. The
report shall also include a list of all accounts no longer serviced and all new business for the reporting quarter. In these reports, the identification of customers by account number is sufficient for compliance with this section. If Franchisee collects no revenue in a particular quarter, it shall file a report with the City indicating that no revenue has been collected.

11. **AUDITING BOOKS AND RECORDS**: The City shall have the authority to require an audit of the books and records of the Franchisee to determine the accuracy of Franchisee’s franchise fee payments. If the City determines that an audit under this paragraph is necessary:

The City shall notify Franchisee when it wishes to require an audit under this section. The auditor shall be chosen by the City. The Franchisee shall promptly make available to the selected auditor, all books and records necessary to determine whether all franchise fees due the City have been paid. Failure to provide requested records within two business days of the request to the auditor shall be grounds for forfeiture.

Upon completion of the audit, any demonstrated variance in the fees paid and the fees owed will be rectified. If Franchisee has underpaid, Franchisee will pay the difference to the City with interest and penalties provided for late payments. If Franchisee has overpaid, the City will refund the difference to Franchisee. If the variance is five percent (5%) or greater in favor of the City, Franchisee will pay the cost of the audit, otherwise the City and Franchisee will each pay fifty percent (50%) of the cost of the audit.

An initial audit to determine baseline revenues shall be conducted, at the expense of the Franchisee, within one (1) year from the date of the execution of this Agreement. The Franchisee shall deliver the results of the audit to the City within thirty (30) days of receipt of the audit report.

12. **FORFEITURE**: The failure or refusal of a Franchisee to: (1) pay any quarterly installment of the annual fee when due; (2) submit any quarterly financial accounting reports; or (3) permit the City to conduct any audit described in Section 11, shall be deemed good cause for revocation of the Franchisee’s permit under the provisions of the Solid Waste Collection Ordinance of the City of Irving. No new permit shall be issued, and the Franchisee is prohibited from conducting any commercial solid waste collection activities within the City until, where applicable, all fees are paid in full, any required financial accounting reports submitted, or an audit of the Franchisee’s books and records is permitted. The failure or refusal of the Franchisee to comply with any of the provisions of this Agreement within ten (10) days after receiving written notice to do so from the City, shall be deemed a breach of this Agreement. The City Council, after giving notice and the
opportunity for a hearing to the Franchisee, may declare the Franchise forfeited and may prohibit the Franchisee from further use of the streets of the City under the Franchise. The Franchisee shall thereupon immediately surrender all rights in and under the Franchise, and the Franchise shall be null and void.

13. INDEMNITY INSURANCE: FRANCHISEE ASSUMES ALL RISK OF LOSS OR INJURY TO PROPERTY OR PERSONS ARISING FROM ANY OF ITS OPERATIONS (INCLUDING THOSE COMPANIES OWNED OR CONTROLLED BY FRANCHISEE BUT OPERATING IN THE CITY UNDER A DIFFERENT NAME) UNDER THIS AGREEMENT, AND AGREES TO INDEMNIFY AND HOLD HARMLESS THE CITY OF IRVING FROM ALL CLAIMS, DEMANDS, SUITS, JUDGMENTS, COSTS OR EXPENSES, INCLUDING ATTORNEY’S FEES, ARISING FROM ANY SUCH LOSS OR INJURY. It is expressly understood that the foregoing provisions shall not in any way limit the liability of the Franchisee. Franchisee agrees to carry the types of insurance (which insurance policies shall cover and name all companies owned or controlled by Franchisee but operating within the City operating under a different name) in minimum limits as follows:

A. Insurance and Amount: The Contractor shall furnish and maintain during the life of the contract adequate insurance in such amounts as follows:

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<th>Type of Insurance</th>
<th>Amount</th>
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<tr>
<td>Workers’ Compensation</td>
<td>Statutory Limit as set forth in the Workers’ Compensation Act.</td>
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<td>Employers’ Liability Insurance</td>
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<td>Minimum Limits</td>
<td>$500,000 Per Each Accident</td>
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<td>$500,000 Occupational Disease per Employee</td>
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<td>Commercial General Liability</td>
<td>$1,000,000 Per Occurrence</td>
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<td>$1,000,000 Aggregate</td>
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<td>$2,000,000 Products &amp; Completed Operations Aggregate</td>
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<td>Business Auto Liability Insurance</td>
<td>$1,000,000 Combined Single Limits for Bodily Injury and Property Damage</td>
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B. Additional Insured: The City of Irving shall be an additional insured on the Commercial General Liability Insurance Policy furnished by the Contractor.
14. **RETENTION OF RIGHTS BY CITY:** The City of Irving, in granting this franchise, fully retains and reserves all the rights, privileges, and immunities that it now has under the law to fully patrol and police the streets, alleys, and public ways within the City; the granting of this franchise shall in no way interfere with the improvements or maintenance of any streets, alleys, or public ways; and the rights of the Franchisee herein to use the streets shall at all times be subservient to the right of the governing body of the City of Irving to fully exercise its rights or control over streets, alleys, and public ways.

15. **TAXES:** The Franchisee shall promptly pay all lawful sales, use and ad valorem taxes and other such levies and assessments, if any, that may lawfully be imposed upon it or its operations. Failure to pay any of these charges shall be deemed a breach of this Agreement.

16. **AMENDMENTS:** The City of Irving expressly reserves the right, after due notice to Franchisee, to modify, amend, alter, change, or eliminate any of the provisions of this Franchise and to impose such additional conditions upon the Franchisee as may be just and reasonable as determined by the City Council, the conditions to be those deemed necessary for the purpose of ensuring adequate service to the public.

17. **ASSIGNMENT OF AGREEMENT:** This Agreement and any and all rights and obligations hereunder may be assigned by the Franchisee only with the prior written consent of the City Council. All provisions of this Agreement shall apply to the Franchisee, its successors or assigns.

18. **SEVERABILITY:** If any section, subsection, sentence, clause, phrase, or other portion of this Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions herein, which other portions shall continue in full force and effect.

19. **MAILING OF NOTICES:** Every notice to be served upon the City or the Franchisee shall be hand delivered or sent by certified mail, return receipt requested. Every such notice to the Franchisee shall be delivered or sent to:

   Theresa Schiff  
   Moore Disposal Corporation  
   34811 Lyndon B Johnson Fwy  
   Dallas, TX 75235
Every such communication to the City shall be delivered or sent to the following address:

Ramiro Lopez, Assistant City Manager  
Solid Waste Services  
City of Irving  
825 West Irving Boulevard  
Irvine, Texas 75060

The mailing of such notice shall be equivalent to direct personal notice and shall be deemed to have been given when received. Either party may, upon written notice to the other party, change the address specified in this section.

20. **APPLICABLE LAW**: This Agreement shall be deemed to be executed in the City of Irving, State of Texas, regardless of the domicile of the Company, and shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any legal action or proceeding arising under or relating to this Agreement shall be in Dallas County, Texas.

21. **HEADINGS**: The headings contained in this Agreement are to facilitate reference only, and do not form a part of this Agreement, and shall not in any way affect the construction or interpretation herein.

EXECUTED this ____________ day of ___________________________, 20_____.

THE CITY OF IRVING, TEXAS

By: _________________________  
Richard Stopfer  
Mayor

ATTEST:  
____________________________
Shanae Jennings  
City Secretary

MOORE DISPOSAL CORPORATION

By: ___________________________  
Theresa Schiff  
President

ATTEST:  
______________________________
______________________________

Kuruvilla Oommen  
City Attorney
Solid Waste Collection Franchise Application

Company Name: Moore Disposal Corp
Phone Number: 214-357-4357
Fax No.: 214-350-2191
Mailing Address: 3401 LBJ Fwy #2110
Physical Address: Dallas TX 75241

Provide a brief description of any past business experience of the applicant including past solid waste collection service. Applicant must identify and describe any revocation or suspension by the City of solid waste collection franchise held by the applicant.

Roll off Dumpster Service
Commercial Front Load, trash + Recycle

Equipment/ Vehicle Summary: (vehicle/equipment itemization on attached sheet)
No. of Trucks: 50   No. of Dumpsters: 300+   No. of Roll-Offs: 600+

Provide a description of the proposed solid waste collection service:

Commercial Roll off and Front Load Service

Any Additional Information

Applicant must attach the following information:

1) Copy of documents establishing business
2) Documentary evidence from an insurance company indicating willingness to provide liability insurance.
3) Documentary evidence of payment of ad valorem taxes owed on real and personal property to be used in connection with the operation if the business establishment is located in the City.

I have read and agree to comply with all conditions and provisions of the Commercial Solid Waste Franchise Ordinance. I understand there will be a 5% Commercial Franchise Fee per year on gross receipts (payable quarterly) and a certified audit is due annually.

[Signature]
Authorized (Owner/Officer) Representative (print)
Telephone #: 214-357-4357 x113

[Signature]
Date 5-28-15
CORPORATE ACKNOWLEDGMENT

THE STATE OF §
COUNTY OF §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared:

(Moore Disposal Cherie Shuff)
(Print Name)
of the corporation known as Moore Disposal, known to me to be the person and officer whose name
is subscribed to the foregoing instrument and acknowledged to me that the same was the act of said corporation, that he or she was duly
authorized to perform the same by appropriate resolution of the board of directors of such corporation and that he or she executed the same
as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 23rd day of November, A.D., 2019.

MELISSA WILBURN
Notary Public, State of Texas
Comm. Expires 04-22-2020
Notary ID 126491278

My Commission expires: 1/02/20

SINGLE ACKNOWLEDGMENT

THE STATE OF §
COUNTY OF §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared

__________________________
(Print Name)
known to me to be the person whose name is subscribed to the foregoing instrument, and
acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of ________, A.D., 2____

Notary Public In and For ____________________________________________

My Commission expires:

__________________________

PARTNERSHIP ACKNOWLEDGMENT

THE STATE OF §
COUNTY OF §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day
appeared

__________________________
(Print Name)
__________________________
(Print Title)
of _____________________________________________ a partnership, known to me to be the person and
partner whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said partnership, and
that she or he was duly authorized as a partner of such partnership to perform same for the purpose and consideration therein expressed, and
in the capacity therein stated. GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of ________, A.D., 2____

Notary Public In and For ____________________________________________

My Commission expires

__________________________

County, __________________
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AGENDA ITEM SUMMARY

Meeting: 6/20/2019
Recommending Department: Solid Waste Services

Ordinance -- First Reading -- Granting a Franchise to Republic Waste Services of Texas, Ltd., for Solid Waste Collection Services Beginning on June 10, 2019 and Ending on June 9, 2022 Pursuant to Chapter 33 of the Code of Civil and Criminal Ordinances of the City of Irving, Texas

Administrative Comments

1. This item has been recommended by Solid Waste Services.
2. Impact: The franchise will authorize Republic Services of Texas, Ltd. to provide waste hauling services to various business throughout the City of Irving.
3. This franchise agreement establishes operational guidelines for dumpster cleanliness, litter control, limits service times near residential areas, requests coordination of collection times in school zones and, in general, sets in place some common industry practices.
4. Franchise Agreement is for three (3) years beginning on June 10, 2019 and ending on June 9, 2022. The franchise fee to be assessed is 5% of gross revenues for business generated in servicing dumpsters, roll-off containers, compactor containers, or collecting and hauling in open top trucks on waste collected within the City of Irving.

Recommendation

The ordinance be adopted.

ADDITIONAL COMMENTS:

Contract Required: Yes  Review Completed By: Christina Weber
Previous Action: Ord No. 2016-9807  Council Action: Approval of Ordinance
Discretionary Contract Disclosure Form Required: No
Certificate of Interested Parties (Form 1295) Required: Yes
• TGC 2270 Verification Form Required: Yes

ATTACHMENTS:

• Republic Services Franchise Application (PDF)
• Republic Services Franchise Agreement unsigned (DOCX)

CURRENT YEAR FINANCIAL IMPACT:

NONE

REVISION INFORMATION:

Prepared: 5/24/2019 02:26 PM by Maria Guzman
Last Updated: 6/4/2019 12:40 PM by Edith Brown
ORDINANCE NO. (ID # 10224)

AN ORDINANCE GRANTING TO REPUBLIC SERVICES OF TEXAS, LTD A FRANCHISE TO OPERATE A SOLID WASTE COLLECTION SERVICE IN THE CITY OF IRVING BEGINNING ON JUNE 10, 2019 AND ENDING ON JUNE 9, 2022; AND PRESCRIBING THE TERMS, CONDITIONS, OBLIGATIONS AND LIMITATIONS UPON AND UNDER WHICH SUCH FRANCHISE SHALL BE EXERCISED; AND PROVIDING A SEVERABILITY CLAUSE.

WHEREAS, Republic Waste Services of Texas, Ltd., seeks a solid waste collection franchise to operate a waste hauler service within the corporate limits of the City of Irving;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS:

SECTION 1. There is hereby granted to Republic Waste Services of Texas, Ltd., hereinafter referred to as “Franchisee,” the right and franchise to operate a solid waste collection service or business in the City of Irving, Texas, and to operate such service or business on the streets, alleys, and public ways in the City of Irving beginning on June 10, 2019 and ending on June 9, 2022 and that the agreement between City and Franchisee, attached hereto, is incorporated herein, and the Mayor is hereby authorized to execute said agreement.

SECTION 2. This franchise shall be in force and effect until June 9, 2022 from and after the effective date of the third and final reading of this ordinance, unless sooner terminated by reason of default of Franchisee under the terms of this franchise and/or Chapter 33 of The Code of Civil and Criminal Ordinances of the City of Irving, Texas, including, but not limited to, the requirements in the attached agreement.

SECTION 3. Franchisee shall pay fees pursuant to Chapter 33 of The Code of Civil and Criminal Ordinances of the City of Irving, Texas, as amended.

SECTION 4. Franchisee shall keep in effect at all times public liability and property damage insurance policies in accordance with the terms and provisions of Chapter 33 of The Code of Civil and Criminal Ordinances of the City of Irving, Texas, as now enacted or hereafter amended, and as further set out in the agreement attached hereto, and a cancellation of such insurance policies shall automatically suspend this franchise until said insurance policies have been reinstated.

SECTION 5. Franchisee shall own, lease, contract for, or otherwise legally control every vehicle used in the service for which this franchise is granted whether or not the vehicle is owned by the Franchisee.

SECTION 6. No grant, right, or privilege afforded to the Franchisee under the terms of this franchise shall be transferred to any other person without application to the City of Irving for such transfer and approval thereof by action of the City Council.

SECTION 7. Franchisee shall immediately upon the effective date of this franchise, have installed a local telephone number to be called by the general public requesting service.

SECTION 8. Franchisee hereof shall comply with all the applicable terms and provisions of the ordinances of the City of Irving, Texas.
SECTION 9. This franchise shall be subject to revocation upon:

A. Violation of the ordinances of the City of Irving, any state or federal law applicable to the collection and disposition of solid waste material, this franchise, or the attached agreement, or

B. Franchisee failing to make payment of any and all fees due pursuant to this franchise and/or Chapter 33 of The Code of Civil and Criminal Ordinances of the City of Irving, Texas, as amended.

SECTION 10. That the terms and provisions of this ordinance shall be deemed to be severable and that if the validity of any section, subsection, sentence, clause, or phrase of this ordinance should be declared to be invalid, the same shall not affect the validity of any other section, subsection, sentence, clause, or phrase of this ordinance.

PASSED AND APPROVED UPON FIRST READING BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS, on June 20, 2019.

__________________________________________
RICHARD H. STOPFER
MAYOR

PASSED AND APPROVED UPON SECOND READING BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS, on July 18, 2019.

__________________________________________
RICHARD H. STOPFER
MAYOR

PASSED AND APPROVED UPON THIRD AND FINAL READING BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS, on August 1, 2019.

__________________________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

___________________________
Shanae Jennings
City Secretary

APPROVED AS TO FORM:

___________________________
Kuruvilla Oommen
City Attorney
Solid Waste Collection Franchise Application

Company Name: Republic Waste Services of Texas, LTD
Phone Number: 817-317-3000
Fax No.: 817-459-4414
Mailing Address: 11120 Voss Rd. Arlington, TX 76011
Physical Address: Same

Provide a brief description of any past business experience of the applicant including past solid waste collection service. Applicant must identify and describe any revocation or suspension by the City of solid waste collection franchise held by the applicant.

Solid Waste Collection, Recycling, Processing and Disposal Services.
In business since 1961. Paks are issued for entire Dallas County. infrared
Customers: Addison, Grand Prairie, Southlake, Mansfield, North Richland Hills

Equipment/ Vehicle Summary: (vehicle/equipment itemization on attached sheet)

No. of Trucks: 9  No. of Dumpsters: 700  No. of Roll-Offs: 190

Provide a description of the proposed solid waste collection service:
Front End Collection Services for both solid waste &
Recycling.
3yd, 5yd, 8yd, 15yd, 25yd, 30yd, 40yd Roll-off services for trash and
Recycling, 10yd, 15yd, 20yd, 25yd, 30yd, 40yd open-top,
Compactors

Any Additional Information

Applicant must attach the following information:

1) Copy of documents establishing business
2) Documentary evidence from an insurance company indicating willingness to provide liability
   insurance.
3) Documentary evidence of payment of ad valorem taxes owed on real and personal property to be
   used in connection with the operation if the business establishment is located in the City.

I have read and agree to comply with all conditions and provisions of the Commercial Solid Waste
Franchise Ordinance. I understand there will be a 5% Commercial Franchise Fee per year on gross
receipts (payable quarterly) and a certified audit is due annually.

Brandy Lewis  817-317-2028
Authorized (Owner/Officer) Representative (print)  Telephone #
5/10/19
Signature of Authorized Representative  Date
CORPORATE ACKNOWLEDGMENT

THE STATE OF Texas
COUNTY OF Tarrant

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared:

Richard A. Celovich

(Print Name)

General Manager
(Print Title)

of the corporation known as Republic Waste Services of Texas, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of said corporation, that he or she was duly authorized to perform the same by appropriate resolution of the board of directors of such corporation and that he or she executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 24th day of May, A.D., 2019.

PAMELA MURPHY
Notary Public In and For
Tarrant County, Texas

My Commission expires:
07-01-2020

SINGLE ACKNOWLEDGMENT

THE STATE OF
COUNTY OF

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared

knowing to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of ________, A.D., 2____

Notary Public In and For

County, __________

My Commission expires:

________________________

PARTNERSHIP ACKNOWLEDGMENT

THE STATE OF
COUNTY OF

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day appeared:

(Print Name)

(Print Title)

of a partnership, known to me to be the person and partner whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said partnership, and that he or she was duly authorized as a partner of such partnership to perform the same for the purpose and consideration therein expressed, and in the capacity therein stated. GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of ________, A.D., 2____.

Notary Public In and For

County, __________

My Commission expires:

________________________
## 2018 TAX STATEMENT

**CHERYLYN ELZY, RTA**  
IRVING ISD TAX ASSESSOR - COLLECTOR  
P.O. BOX 152021  
IRVING, TX 75015  
(972) 600-5450

**Certified Owner:**  
BROWNING FERRIS IND INC  
REPUBLIC SERVICES  
ATTN: PROPERTY TAX DEPT  
PO BOX 29246  
PHOENIX, AZ 85038-9246

**Legal Description:**  
PERSONAL PROPERTY  
ALLIED WASTE #523

**Legal Acres:**  
0000  
**Parcel Address:**  
10820 LEASED EQUIPMENT, NT

**Account No:** 99970770000189850

### IRVING ISD

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**Exemptions**

**Net Taxable Value**  
54,580

**Tax Rate Per $100**  
1.401100

**Tax Due**  
$764.72

**TOTAL TAXES DUE:**  
$764.72

**School Information:**  
IRVING ISD  
2018 M&O 1.170000 L&S .2310000 Total 1.4011000  
2017 M&O 1.1700000 L&S .2614000 Total 1.4314000

**TAXPAYERS AGE 65 AND OVER MAY PAY IN 4 INSTALLMENTS.**

**PLEASE CUT AT THE DOTTED LINE AND RETURN THIS PORTION WITH YOUR PAYMENT.**

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**PLEASE NOTE YOUR ACCOUNT NUMBER ON YOUR CHECK AND MAKE CHECKS PAYABLE TO:**  
IRVING ISD  
P.O. BOX 152021  
IRVING, TX 75015-2021

99970770000189850  
BROWNING FERRIS IND INC  
REPUBLIC SERVICES  
ATTN: PROPERTY TAX DEPT  
PO BOX 29246  
PHOENIX, AZ 85038-9246

**AMOUNT PAID:**

$___________________
TAX STATEMENT

Account: 99970770000188900
Property Description:
10620 LEASED EQUIPMENT, CI
PERSONAL PROPERTY
ALLIED WASTE #523

Statement Date: May 17, 2019

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Taxing Jurisdictions included in this statement:

IF YOU ARE 65 YEARS OF AGE OR OLDER OR ARE DISABLED, AND YOU OCCUPY THE PROPERTY DESCRIBED IN THIS DOCUMENT AS YOUR RESIDENCE
HOMESTEAD, YOU SHOULD CONTACT THE APPRAISAL DISTRICT REGARDING ANY ENTITLEMENT YOU MAY HAVE TO A POSTPONEMENT IN THE
PAYMENT OF THESE TAXES.

NO DELINQUENT TAXES ARE DUE AT THIS TIME

Pay taxes online at:
www.dallascounty.org/tax

Your check may be converted to electronic funds transfer

Return this Portion With Your Payment

Account: 99970770000188900

090909070007000000001080809000000000000

Remit To:
JOHN R. AMES, CTA
P O Box 139066
Dallas, Texas 75313-9066
A. ☑ This document becomes effective when the document is filed by the secretary of state.
B. ☐ This document becomes effective at a later date, which is not more than ninety (90) days from the date of signing. The delayed effective date is: ____________________________
C. ☐ This document takes effect upon the occurrence of a future event or fact, other than the passage of time. The 90th day after the date of signing is: ____________________________

The following event or fact will cause the document to take effect in the manner described below:

______________________________

The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument.

Date: 1/13/09

Jo Lynn White
Secretary of Republic Waste Services of Texas GP, Inc.,
General Partner

Signature and title of authorized person(s) (see instructions)
Office of the Secretary of State

CERTIFICATE OF FILING
OF

REPUBLIC WASTE SERVICES OF TEXAS, LTD.
File Number: 12916510

The undersigned, as Secretary of State of Texas, hereby certifies that an amendment to the certificate of limited partnership or the application for registration as a foreign limited partnership for the above named limited partnership has been received in this office and filed as provided by law on the date shown below.

Accordingly, the undersigned, as Secretary of State hereby issues this Certificate evidencing the filing in this office.

Dated: 01/15/2009
Effective: 01/15/2009

Hope Andrade
Secretary of State

Phone: (512) 463-5555
Fax: (512) 463-5709
Prepared by: Lisa Jones

Come visit us on the internet at http://www.sos.state.tx.us/
Dial: 7-1-1 for Relay Services
TID: 10069
Document: 2430509600002
Office of the Secretary of State

January 16, 2009

CT Corporation System
701 Brazos, Ste. 720
Austin, TX 78701 USA

RE: REPUBLIC WASTE SERVICES OF TEXAS, LTD.
File Number: 12916510
File Date: 01/15/2009

It has been our pleasure to file the amendment to the certificate or application of limited partnership for
the referenced limited partnership. This letter may be used as evidence of the filing and payment of the
filing fee.

If we may be of further service at any time, please let us know.

Sincerely,

Corporations Section
Statutory Filings Division
(512) 463-5555
Addendum to the

CERTIFICATE OF LIMITED PARTNERSHIP OF
REPUBLIC WASTE SERVICES OF TEXAS, LTD.

This limited partnership is being created pursuant to the Articles and Plan of Conversion of Republic Waste Services of Texas, Inc., a Texas corporation, converting into Republic Waste Services of Texas, Ltd., a Texas Limited Partnership.

Republic Waste Services of Texas, Inc., a Texas corporation, the converting entity, was incorporated in the State of Texas on November 17, 1999. The address of Republic Waste Services of Texas, Inc. is 110 S.E. 6th Street, 28th Floor, Ft. Lauderdale, Florida, 33301.
**See the attached Addendum**

CERTIFICATE OF LIMITED PARTNERSHIP

1. The name of the limited partnership is Republic Waste Services of Texas, Ltd.

2. The street address of its proposed registered office in Texas is (a P.O. Box is not sufficient) c/o CT Corporation System, 350 N. St. Paul Street, Dallas, TX 75201

and the name of its proposed registered agent in Texas at such address is CT Corporation System

3. The address of the principal office in the United States where records of the partnership are to be kept or made available is 110 S.E. 6th Street, 28th Floor, Ft. Lauderdale, FL 33301

4. The name, the mailing address, and the street address of the business or residence of each general partner is as follows:

   NAME
   Republic Waste Services of Texas GP, Inc.

   MAILING ADDRESS
   (include city, state, zip code)

   STREET ADDRESS
   (include city, state, zip code)

   110 S.E. 6th St., 28th Floor
   Ft. Lauderdale, FL 33301

Date Signed: 12-22-99

Republic Waste Services of Texas GP, Inc.

General Partner

By:

David A. Barclay, Vice President
of each such class voted for and against the plan are as follows:

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<th>Name of Converting Entity</th>
<th>Total Voted For</th>
<th>Total Voted Against</th>
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<td>of Texas, Inc.</td>
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4. The Converted Entity will be responsible for the payment of all fees and franchise taxes of the Converting Entity and will be obligated to pay any fees and franchise taxes.

5. As to the Converting Entity, the approval of the Plan of Conversion was duly authorized by all action required by the laws of the State of Texas, under which it was incorporated and by its constituent documents.

6. These Articles of Conversion are not to be effective when filed by the Secretary of State, but, rather, the delayed effective date is December 31, 1999.

REPUBLIC WASTE SERVICES OF TEXAS, INC.

By:

David A. Barclay, Vice President
ARTICLES OF CONVERSION

OF

REPUBLIC WASTE SERVICES OF TEXAS, INC,
a Texas corporation

INTO

REPUBLIC WASTE SERVICES OF TEXAS, LTD.,
a Texas Limited Partnership

Pursuant to the provisions of Article 5.18 of the Texas Business Corporation Act, the undersigned corporation adopts the following Articles of Conversion.

A Plan of Conversion has been adopted by the undersigned corporation in accordance with the provisions of Article 5.17 of the Texas Business Corporation Act which provides for the conversion of Republic Waste Services of Texas, Inc., a Texas corporation (the "Converting Entity"), into Republic Waste Services of Texas, Ltd., a Texas limited partnership (the "Converted Entity"). The executed and approved Plan of Conversion is on file at the principal address, the office of the Converting Entity and the office of the Converted Entity, located at 110 S.E. 6th Street, 28th Floor, Ft. Lauderdale, FL, 3330, and will remain on file at this address from and after the date of conversion. A copy of the Plan of Conversion will be furnished by the Converting entity prior to the conversion upon written request by any shareholder. A copy of such Plan of Conversion will be furnished by the Converted Entity, without cost, upon conclusion of the conversion at the request of any shareholder of the Converting Entity or any partner of the Converted Entity.

1. The name of the Converting Entity participating in the conversion and the State under which it is incorporated are as follows:

Name of Converting Entity

Republic Waste Services of Texas, Inc.

State

Texas

2. The Plan of Conversion was duly approved by the sole shareholder of the Converting Entity as set forth below.

3. The name of Converting Entity

Republic Waste Services of Texas, Inc.

Number of Shares Authorized

Common - 1,000

Number of Shares Issued

100

As to the Converting Entity, the total number of shares voted for and against the plan, and, as to each class entitled to vote thereon as a class, the number of shares...
THE STATE OF TEXAS

SECRETARY OF STATE

CERTIFICATE OF CONVERSION

The undersigned, as Secretary of State of Texas, hereby certifies that the attached Articles of Conversion of

REPUBLIC WASTE SERVICES OF TEXAS, INC.
(a Texas corporation)

converting it to

REPUBLIC WASTE SERVICES OF TEXAS, LTD.
(a Texas limited partnership)

have been received in this office and found to conform to law. ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the Secretary by law, hereby issues this Certificate of Conversion.

Filed: DECEMBER 28, 1999
Effective: DECEMBER 31, 1999

ELTON BOMER
Secretary of State
OFFICE OF THE SECRETARY OF STATE

ENTITY:
REPUBLIC WASTE SERVICES OF TEXAS, LTD.

FILE NUMBER:
129165 - 10

DOCUMENT FILED:
CERTIFICATE OF LIMITED PARTNERSHIP

FILED: DECEMBER 28, 1999
EFFECTIVE: DECEMBER 31, 1999

This letter will acknowledge the receipt and filing of the above referenced document. The relevant statutory provision does not provide for a certificate of filing for this type of document and, therefore, this letter may be used as evidence of filing.

Corporations Section
Statutory Filings Division
512-463-5581

Come visit us on the Internet @ http://www.sos.state.tx.us/ (512) 463-5555 FAX (512) 463-5709 TTY (800) 735-2989
Form 424
(Revised 01/06)

Return in duplicate to:
Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
512 463-5555
FAX: 512/463-5709
Filing Fee: See Instructions

Certificate of Amendment

This space reserved for office use.

FILED
In the Office of the Secretary of State of Texas
JAN 15 2009

Corporations Section

The name of the filing entity is:
Republic Waste Services of Texas, Ltd.

State the name of the entity as currently shown in the records of the secretary of state. If the amendment changes the name of the entity, state the old name and not the new name.

The filing entity is: (Select the appropriate entity type below.)

☐ For-profit Corporation
☐ Nonprofit Corporation
☐ Cooperative Association
☐ Limited Liability Company
☐ Limited Partnership

☐ Professional Corporation
☐ Professional Limited Liability Company
☐ Professional Association

The file number issued to the filing entity by the secretary of state is: 0012916510

The date of formation of the entity is: 11/17/1999

1. Amended Name

(If the purpose of the certificate of amendment is to change the name of the entity, use the following statement)

The amendment changes the certificate of formation to change the article or provision that names the filing entity. The article or provision is amended to read as follows:

The name of the filing entity is: (state the new name of the entity below)

NA

The name of the entity must contain an organizational designation or accepted abbreviation of such term, as applicable.

2. Amended Registered Agent/Registered Office

The amendment changes the certificate of formation to change the article or provision stating the name of the registered agent and the registered office address of the filing entity. The article or provision is amended to read as follows:

Form 424

6

TX003 ROC - 1/09/2009 C T System Online
Registered Agent

(Complete either A or B, but not both. Also complete C.)

☐ A. The registered agent is an organization (cannot be entity named above) by the name of:

NA

OR

☐ B. The registered agent is an individual resident of the state whose name is:

NA

First Name

M.I.

Last Name

Suffix

C. The business address of the registered agent and the registered office address is:

NA

Street Address (No P.O. Box)

City

State

Zip Code

TX

3. Other Added, Altered, or Deleted Provisions

Other changes or additions to the certificate of formation may be made in the space provided below. If the space provided is insufficient, incorporate the additional text by providing an attachment to this form. Please read the instructions to this form for further information on format.

Text Area (The attached addendum, if any, is incorporated herein by reference.)

☐ Add each of the following provisions to the certificate of formation. The identification or reference of the added provision and the full text are as follows:

☐ Alter each of the following provisions of the certificate of formation. The identification or reference of the altered provision and the full text of the provision as amended are as follows:

Article 4—Principal Office is hereby altered to read: The address of the principal office of the limited partnership in the United States where records are to be kept or made available under section 153.551 of the Texas Business Organizations Code is: 18500 North Allied Way Phoenix, Arizona 85054 USA

☐ Delete each of the provisions identified below from the certificate of formation.

The amendments to the certificate of formation have been approved in the manner required by the Texas Business Organizations Code and by the governing documents of the entity.

Form 424

7
## Certificate of Liability Insurance

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

### Important
If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**Producer**
Cannon Cochran Management Services, Inc.
17015 N. Scottsdale Rd.
Scottsdale, AZ 85255

**Contact Name**

**Phone (A/C No. Ext.):**
**Fax (A/C No. Ext.):**
**Email Address:** certificate.team@ccmsl.com

**Insured**
Republic Services, Inc.
16500 N. Allied Way
Phoenix, AZ 85054

### Coverages

**Certificate Number:** 1386983

**Revision Number:**

This is to certify that the policies of insurance listed below have been issued to the insured named above for the period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

<table>
<thead>
<tr>
<th>INSR LTR</th>
<th>TYPE OF INSURANCE</th>
<th>ADDL INS</th>
<th>SUBR WVD</th>
<th>POLICY NUMBER</th>
<th>POLICY EFF (MM/DD/YYYY)</th>
<th>POLICY EXP (MM/DD/YYYY)</th>
<th>LIMITS</th>
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</thead>
<tbody>
<tr>
<td>A</td>
<td>COMMERCIAL GENERAL LIABILITY</td>
<td>commercials-Made</td>
<td>X Occur</td>
<td>HDO GT0197171</td>
<td>06/30/2018</td>
<td>06/30/2019</td>
<td>$5,000,000</td>
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<tr>
<td>A</td>
<td>AUTOMOBILE LIABILITY</td>
<td>X Any Auto</td>
<td>X Schedual Autos</td>
<td>ISA H251999/09</td>
<td>06/30/2018</td>
<td>06/30/2019</td>
<td>COMBINED SINGLE LIMIT</td>
</tr>
<tr>
<td>B</td>
<td>WORKERS COMPENSATION</td>
<td>N/A</td>
<td>N/A</td>
<td>WLR C6522575A - AOS</td>
<td>06/30/2018</td>
<td>06/30/2019</td>
<td>F EACH ACCIDENT</td>
</tr>
</tbody>
</table>

### Description of Operations / Locations / Vehicles


### Certificate Holder

City of Irving
825 W Irving Blvd
Irving, TX 75060-2045

United States

© 1988-2018 ACORD CORPORATION. All rights reserved.
The following provisions apply when required by written contract. As used below, the term certificate holder also includes any person or organization that the insured has become obligated to include as a result of an executed contract or agreement.

GENERAL LIABILITY:
Certificate holder is Additional Insured when required by written contract.
Coverage is primary and non-contributory when required by written contract.
Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

AUTO LIABILITY:
Certificate holder is Additional Insured when required by written contract.
Coverage is primary and non-contributory when required by written contract.
Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY:
Waiver of Subrogation in favor of the certificate holder is included when required by written contract where allowed by state law.

Stop gap coverage for ND, WA and WY is covered under policy no. WLR C6522575A and stop gap coverage for OH is covered under policy no. WCU C65225670, as noted on page 1 of this certificate.

TEXAS EXCESS INDEMNITY AND EMPLOYERS LIABILITY:
Republic Services, Inc. and its subsidiaries are registered non-subscribers to the Texas Workers Compensation Act. Republic Services, Inc. has filed an approved Indemnity Plan with the Texas Department of Insurance which offers an alternative in benefits to employees rather than the traditional Workers Compensation Insurance in Texas. The excess policy (#TNS C49167295) shown on this certificate provides excess Indemnity and Employers Liability coverage for the approved Indemnity Plan.

Contractual Liability is included in the General Liability and Automobile Liability coverage forms. The General Liability and Automobile Liability policies do not contain endorsements excluding Contractual Liability.

Separation of Insured (Cross Liability) coverage is provided to the Additional Insured, when required by written contract, per the Conditions of the Commercial General Liability Coverage form and the Automobile Liability Coverage form.
FRANCHISE AGREEMENT

This Franchise Agreement (hereinafter referred to as “Agreement”) is made and entered by and between the City of Irving, Texas (“City”), and Republic Waste Services of Texas, Ltd. (“Franchisee”).

WITNESSETH

1. FRANCHISE: A non-exclusive franchise is hereby granted to use the public streets, alleys and thoroughfares within the corporate limits of the City of Irving for the purpose of engaging in the business of solid waste collection.

2. TERM: The term of this Agreement shall be for a period of no more than three (3) years, beginning on the effective date of execution of the Agreement, unless notice of termination is provided by one party to the other at least thirty (30) days prior to the anniversary date of the Agreement. Prior to each anniversary date, the Franchisee shall provide: (1) documentation that all lawful franchise fees, permit fees, sales, use and ad valorem taxes, and other such levies and assessments, if any, have been paid to the City; (2) proof of continuing indemnity insurance coverage as required under Section 13 of the Agreement; (3) documentation that all reports required within the Solid Waste Ordinance have been completed; (4) demonstrate financial ability to maintain a solid waste collection business; (5) an equipment and vehicle summary; and (6) a rate sheet for the use of the franchisee’s equipment in the event of a disaster either natural or man-made affecting the City of Irving.

3. ORDINANCES OF THE CITY OF IRVING: Franchisee shall abide by the ordinances of the City of Irving, in particular, but not limited to, the requirements of the City of Irving’s Solid Waste Collection Franchise Ordinance.

4. SCOPE AND NATURE OF OPERATION: It is expressly understood and agreed that the Franchisee may collect and deliver for disposal all solid waste, including recyclable materials, accumulated on premises within the corporate limits of the City, excluding residential service other than apartment complexes and motels, where the services are contracted for by individuals or companies with the Franchisee. Franchisee will, at its own expense, furnish personnel and equipment to collect solid waste and will establish and maintain in an efficient and businesslike manner the services that may be contracted for. Franchisee will furthermore comply with all applicable rules, regulations, laws and ordinances as directed by responsible governmental agencies having jurisdiction thereupon.
5. **REGULATION OF VEHICLES:** All vehicles used by the Franchisee for the collection and transportation of solid waste shall be covered at all times while loaded and in transit to prevent the spillage of solid waste onto the public streets or properties adjacent thereto. Any spillage will be promptly recovered by the Franchisee, and all vehicles owned by the Franchisee shall be clearly marked with the Franchisee’s name in letters not less than four (4) inches in height. All such vehicles shall be cleaned and maintained by Franchisee so as to be in good repair and of good appearance and, when idle, free of solid waste residue as may cause odor or provide a breeding place for vectors.

6. **REGULATION OF LEASED CONTAINERS:** It is specifically understood and agreed that the City of Irving shall permit the Franchisee to rent or lease containers for collection purposes to the owner or occupant of any premises within the corporate limits of the City, excluding residential customers other than apartment complexes and motels, for collection purposes subject to the following requirements:

   ALL such containers shall be constructed according to good industry practice in the trade;

   ALL such containers shall be equipped with suitable covers to prevent blowing or scattering of solid waste while being transported for disposal of their contents;

   ALL such containers shall be cleaned and maintained by Franchisee so as to be in good repair, of a good appearance and free from such solid waste residues as may cause odor and provide a breeding place for vectors;

   ALL such containers used for the disposal of food waste or other putrescible material shall be serviced no less than two times per week;

   ALL such containers shall be clearly marked with the Franchisee’s current name and telephone number in letters not less than four (4) inches in height. Franchisee shall be responsible for making certain that the information reflected on the containers is current, and shall cause any changes necessary to reflect the current information to be made within thirty (30) days after the event, giving rise to the need for the change; and

   Franchisee shall notify the City in writing within thirty (30) days of any change of name, address or telephone number of the Franchisee.
7. **DAMAGE TO PUBLIC PROPERTY:** Franchisee expressly agrees to assume liability for all costs of repair of public streets, bridges, rights-of-way, and other facilities that it damages in connection with the operation of its business with the exception of normal wear and tear.

8. **DISPOSAL OF SOLID WASTE:** It is specifically understood and agreed that Franchisee will comply with all rules, regulations, laws and ordinances. Disposal of all solid waste collected by the Franchisee from premises within the corporate limits of the City of Irving must be made at a lawfully permitted sanitary landfill. Franchisee’s violation of this provision shall be cause for immediate revocation of this Agreement.

9. **FRANCHISE FEE:** For and in consideration of the covenants and agreements herein contained, Franchisee hereby agrees to pay to the City of Irving a franchise fee of five percent (5%) of the gross revenues generated from Franchisee’s operations within the City.

   Calculation: The calculation of gross revenues generated from operation within the City shall include all revenue, as determined in accordance with generally accepted accounting principles, which is derived, directly or indirectly, by the Franchisee from or in connection with its operation within the City. Gross revenues shall include, but are not limited to revenues received from the collection and disposal of all solid waste, whether by a company bearing Franchisee’s name or a company owned or controlled by Franchisee but operating under a different name.

   Fee Payment: The franchise fee shall be paid on a quarterly basis no later than thirty (30) days after the end of each calendar quarter. The payment shall be made to the City of Irving Financial Services Department.

   Delinquent Payments: Fee payments received after the due date shall be subject to interest at the rate of twelve percent (12%) per annum until the fees are paid in full. In addition, delinquent fees shall be subject to a late payment penalty of five percent (5%) for each month or portion thereof that the fees are outstanding. In no event, however, shall the penalties exceed twenty-five percent (25%) of the total delinquent fees nor shall interest charged exceed the maximum rate allowed by law.

10. **REPORTS:** Each quarterly payment shall be accompanied by a financial accounting report satisfactory to the City. The purpose of the report is to show the basis for the computation of the quarterly payment. The report shall include the sources and amounts of revenues upon which the payment was calculated. At a minimum, the report shall include a list of all active accounts during the quarter, the fee structure for each account, the revenue generated by the account, and tonnage collected within City. If Franchisee also provides recycling services within City, Franchisee is to report tonnage of recycling collected within City.
report shall also include a list of all accounts no longer serviced and all new business for the reporting quarter. In these reports, the identification of customers by account number is sufficient for compliance with this section. If Franchisee collects no revenue in a particular quarter, it shall file a report with the City indicating that no revenue has been collected.

11. **AUDITING BOOKS AND RECORDS**: The City shall have the authority to require an audit of the books and records of the Franchisee to determine the accuracy of Franchisee’s franchise fee payments. If the City determines that an audit under this paragraph is necessary:

   The City shall notify Franchisee when it wishes to require an audit under this section. The auditor shall be chosen by the City. The Franchisee shall promptly make available to the selected auditor, all books and records necessary to determine whether all franchise fees due the City have been paid. Failure to provide requested records within two business days of the request to the auditor shall be grounds for forfeiture.

   Upon completion of the audit, any demonstrated variance in the fees paid and the fees owed will be rectified. If Franchisee has underpaid, Franchisee will pay the difference to the City with interest and penalties provided for late payments. If Franchisee has overpaid, the City will refund the difference to Franchisee. If the variance is five percent (5%) or greater in favor of the City, Franchisee will pay the cost of the audit, otherwise the City and Franchisee will each pay fifty percent (50%) of the cost of the audit.

   An initial audit to determine baseline revenues shall be conducted, at the expense of the Franchisee, within one (1) year from the date of the execution of this Agreement. The Franchisee shall deliver the results of the audit to the City within thirty (30) days of receipt of the audit report.

12. **FORFEITURE**: The failure or refusal of a Franchisee to: (1) pay any quarterly installment of the annual fee when due; (2) submit any quarterly financial accounting reports; or (3) permit the City to conduct any audit described in Section 11, shall be deemed good cause for revocation of the Franchisee’s permit under the provisions of the Solid Waste Collection Ordinance of the City of Irving. No new permit shall be issued, and the Franchisee is prohibited from conducting any commercial solid waste collection activities within the City until, where applicable, all fees are paid in full, any required financial accounting reports submitted, or an audit of the Franchisee’s books and records is permitted. The failure or refusal of the Franchisee to comply with any of the provisions of this Agreement within ten (10) days after receiving written notice to do so from the City, shall be deemed a breach of this Agreement. The City Council, after giving notice and the
opportunity for a hearing to the Franchisee, may declare the Franchise forfeited and may prohibit the Franchisee from further use of the streets of the City under the Franchise. The Franchisee shall thereupon immediately surrender all rights in and under the Franchise, and the Franchise shall be null and void.

13. **INDEMNITY INSURANCE**: FRANCHISEE ASSUMES ALL RISK OF LOSS OR INJURY TO PROPERTY OR PERSONS ARISING FROM ANY OF ITS OPERATIONS (INCLUDING THOSE COMPANIES OWNED OR CONTROLLED BY FRANCHISEE BUT OPERATING IN THE CITY UNDER A DIFFERENT NAME) UNDER THIS AGREEMENT, AND AGREES TO INDEMNIFY AND HOLD HARMLESS THE CITY OF IRVING FROM ALL CLAIMS, DEMANDS, SUITS, JUDGMENTS, COSTS OR EXPENSES, INCLUDING ATTORNEY’S FEES, ARISING FROM ANY SUCH LOSS OR INJURY. It is expressly understood that the foregoing provisions shall not in any way limit the liability of the Franchisee. Franchisee agrees to carry the types of insurance (which insurance policies shall cover and name all companies owned or controlled by Franchisee but operating within the City operating under a different name) in minimum limits as follows:

A. Insurance and Amount: The Contractor shall furnish and maintain during the life of the contract adequate insurance in such amounts as follows:

<table>
<thead>
<tr>
<th>Type of Insurance</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Workers’ Compensation</td>
<td>Statutory Limit as set forth in the Workers’ Compensation Act.</td>
</tr>
<tr>
<td>Employers’ Liability Insurance</td>
<td>$500,000 Per Each Accident</td>
</tr>
<tr>
<td></td>
<td>$500,000 Occupational Disease Limit</td>
</tr>
<tr>
<td></td>
<td>$500,000 Occupational Disease per Employee</td>
</tr>
<tr>
<td>Commercial General Liability</td>
<td>$1,000,000 Per Occurrence</td>
</tr>
<tr>
<td></td>
<td>$1,000,000 Aggregate</td>
</tr>
<tr>
<td></td>
<td>$2,000,000 Products &amp; Completed Operations Aggregate</td>
</tr>
<tr>
<td>Business Auto Liability Insurance</td>
<td>$1,000,000 Combined Single Limits for Bodily Injury and Property Damage</td>
</tr>
</tbody>
</table>

B. Additional Insured: The City of Irving shall be an additional insured on the Commercial General Liability Insurance Policy furnished by the Contractor.
14. **RETENTION OF RIGHTS BY CITY:** The City of Irving, in granting this franchise, fully retains and reserves all the rights, privileges, and immunities that it now has under the law to fully patrol and police the streets, alleys, and public ways within the City; the granting of this franchise shall in no way interfere with the improvements or maintenance of any streets, alleys, or public ways; and the rights of the Franchisee herein to use the streets shall at all times be subservient to the right of the governing body of the City of Irving to fully exercise its rights or control over streets, alleys, and public ways.

15. **TAXES:** The Franchisee shall promptly pay all lawful sales, use and ad valorem taxes and other such levies and assessments, if any, that may lawfully be imposed upon it or its operations. Failure to pay any of these charges shall be deemed a breach of this Agreement.

16. **AMENDMENTS:** The City of Irving expressly reserves the right, after due notice to Franchisee, to modify, amend, alter, change, or eliminate any of the provisions of this Franchise and to impose such additional conditions upon the Franchisee as may be just and reasonable as determined by the City Council, the conditions to be those deemed necessary for the purpose of ensuring adequate service to the public.

17. **ASSIGNMENT OF AGREEMENT:** This Agreement and any and all rights and obligations hereunder may be assigned by the Franchisee only with the prior written consent of the City Council. All provisions of this Agreement shall apply to the Franchisee, its successors or assigns.

18. **SEVERABILITY:** If any section, subsection, sentence, clause, phrase, or other portion of this Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions herein, which other portions shall continue in full force and effect.

19. **MAILING OF NOTICES:** Every notice to be served upon the City or the Franchisee shall be hand delivered or sent by certified mail, return receipt requested. Every such notice to the Franchisee shall be delivered or sent to:

Richard A. Gelowicz  
Republic Waste Services of Texas, Ltd.  
1212 Harrison Ave  
Arlington, TX 76011
Every such communication to the City shall be delivered or sent to the following address:

Ramiro Lopez, Assistant City Manager  
Solid Waste Services  
City of Irving  
825 West Irving Boulevard  
Irving, Texas 75060

The mailing of such notice shall be equivalent to direct personal notice and shall be deemed to have been given when received. Either party may, upon written notice to the other party, change the address specified in this section.

20. **APPLICABLE LAW:** This Agreement shall be deemed to be executed in the City of Irving, State of Texas, regardless of the domicile of the Company, and shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any legal action or proceeding arising under or relating to this Agreement shall be in Dallas County, Texas.

21. **HEADINGS:** The headings contained in this Agreement are to facilitate reference only, and do not form a part of this Agreement, and shall not in any way affect the construction or interpretation herein.

EXECUTED this ____________ day of ___________________________, 20_____.

THE CITY OF IRVING, TEXAS  

By: _________________________  
Richard Stopfer  
Mayor

ATTEST:

____________________________
Shanae Jennings  
City Secretary

APPROVED AS TO FORM:

____________________________
Kuruvilla Oommen  
City Attorney

**REPUBLIC WASTE SERVICES OF TEXAS, LTD**

By: ______________________________
Richard A. Gelowicz  
General Manager

ATTEST:

______________________________
Ordinance -- First Reading -- Granting a Franchise to S & H Waste Disposal Services, LLC for Solid Waste Collection Services Beginning on June 10, 2019 and Ending on June 9, 2022 Pursuant to Chapter 33 of the Code of Civil and Criminal Ordinances of the City of Irving, Texas

Administrative Comments
1. This item has been recommended by Solid Waste Services.
2. Impact: The franchise will authorize S & H Waste Disposal Services, LLC to provide waste hauling services to various business throughout the City of Irving.
3. This franchise agreement establishes operational guidelines for dumpster cleanliness, litter control, limits service times near residential areas, requests coordination of collection times in school zones and, in general, sets in place some common industry practices.
4. Franchise Agreement is for three (3) years beginning on June 10, 2019 and ending on June 9, 2022. The franchise fee to be assessed is 5% of gross revenues for business generated in servicing dumpsters, roll-off containers, compactor containers, or collecting and hauling in open top trucks on waste collected within the City of Irving.

Recommendation
The ordinance be adopted.

ADDITIONAL COMMENTS:

<table>
<thead>
<tr>
<th>Contract Required</th>
<th>Review Completed By</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
<td>Christina Weber</td>
</tr>
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<tr>
<th>Previous Action</th>
<th>Council Action</th>
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<tbody>
<tr>
<td>Ord No. 2016-9808</td>
<td>Approval of Ordinance</td>
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</tbody>
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<table>
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<tr>
<th>Discretionary Contract Disclosure Form Required</th>
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<tbody>
<tr>
<td>No</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Certificate of Interested Parties (Form 1295) Required</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
</tr>
</tbody>
</table>

- TGC 2270 Verification Form Required: Yes

ATTACHMENTS:
- S & H Waste Disposal Franchise Agreement unsigned (DOCX)
- S & H Disposal Svcs Franchise Application (PDF)

CURRENT YEAR FINANCIAL IMPACT:
NONE

REVISION INFORMATION:
Prepared: 5/24/2019 02:30 PM by Maria Guzman
Last Updated: 6/4/2019 12:19 PM by Edith Brown
AN ORDINANCE GRANTING TO S & H WASTE DISPOSAL SERVICES, LLC A FRANCHISE TO OPERATE A SOLID WASTE COLLECTION SERVICE IN THE CITY OF IRVING BEGINNING ON JUNE 10, 2019 AND ENDING ON JUNE 9, 2022; AND PRESCRIBING THE TERMS, CONDITIONS, OBLIGATIONS AND LIMITATIONS UPON AND UNDER WHICH SUCH FRANCHISE SHALL BE EXERCISED; AND PROVIDING A SEVERABILITY CLAUSE.

WHEREAS, S & H Waste Disposal Services, LLC, seeks a solid waste collection franchise to operate a waste hauler service within the corporate limits of the City of Irving;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS:

SECTION 1. There is hereby granted to S & H Waste Disposal Services, LLC, hereinafter referred to as “Franchisee,” the right and franchise to operate a solid waste collection service or business in the City of Irving, Texas, and to operate such service or business on the streets, alleys, and public ways in the City of Irving beginning on June 10, 2019 and ending on June 9, 2022 and that the agreement between City and Franchisee, attached hereto, is incorporated herein, and the Mayor is hereby authorized to execute said agreement.

SECTION 2. This franchise shall be in force and effect until June 9, 2022 from and after the effective date of the third and final reading of this ordinance, unless sooner terminated by reason of default of Franchisee under the terms of this franchise and/or Chapter 33 of The Code of Civil and Criminal Ordinances of the City of Irving, Texas, including, but not limited to, the requirements in the attached agreement.

SECTION 3. Franchisee shall pay fees pursuant to Chapter 33 of The Code of Civil and Criminal Ordinances of the City of Irving, Texas, as amended.

SECTION 4. Franchisee shall keep in effect at all times public liability and property damage insurance policies in accordance with the terms and provisions of Chapter 33 of The Code of Civil and Criminal Ordinances of the City of Irving, Texas, as now enacted or hereafter amended, and as further set out in the agreement attached hereto, and a cancellation of such insurance policies shall automatically suspend this franchise until said insurance policies have been reinstated.

SECTION 5. Franchisee shall own, lease, contract for, or otherwise legally control every vehicle used in the service for which this franchise is granted whether or not the vehicle is owned by the Franchisee.

SECTION 6. No grant, right, or privilege afforded to the Franchisee under the terms of this franchise shall be transferred to any other person without application to the City of Irving for such transfer and approval thereof by action of the City Council.

SECTION 7. Franchisee shall immediately upon the effective date of this franchise, have installed a local telephone number to be called by the general public requesting service.

SECTION 8. Franchisee hereof shall comply with all the applicable terms and provisions of the ordinances of the City of Irving, Texas.
SECTION 9. This franchise shall be subject to revocation upon:

A. Violation of the ordinances of the City of Irving, any state or federal law applicable to the collection and disposition of solid waste material, this franchise, or the attached agreement, or

B. Franchisee failing to make payment of any and all fees due pursuant to this franchise and/or Chapter 33 of The Code of Civil and Criminal Ordinances of the City of Irving, Texas, as amended.

SECTION 10. That the terms and provisions of this ordinance shall be deemed to be severable and that if the validity of any section, subsection, sentence, clause, or phrase of this ordinance should be declared to be invalid, the same shall not affect the validity of any other section, subsection, sentence, clause, or phrase of this ordinance.

PASSED AND APPROVED UPON FIRST READING BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS, on June 20, 2019.

_______________________________
RICHARD H. STOPFER
MAYOR

PASSED AND APPROVED UPON SECOND READING BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS, on July 18, 2019.

_______________________________
RICHARD H. STOPFER
MAYOR

PASSED AND APPROVED UPON THIRD AND FINAL READING BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS, on August 1, 2019.

_______________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

_________________________________
Shanae Jennings
City Secretary

APPROVED AS TO FORM:

_________________________________
Kuruvilla Oommen
City Attorney
FRANCHISE AGREEMENT

This Franchise Agreement (hereinafter referred to as “Agreement”) is made and entered by and between the City of Irving, Texas (“City”), and S & H Disposal Service, LLC (“Franchisee”).

WITNESSETH

1. FRANCHISE: A non-exclusive franchise is hereby granted to use the public streets, alleys and thoroughfares within the corporate limits of the City of Irving for the purpose of engaging in the business of solid waste collection.

2. TERM: The term of this Agreement shall be for a period of no more than three (3) years, beginning on the effective date of execution of the Agreement, unless notice of termination is provided by one party to the other at least thirty (30) days prior to the anniversary date of the Agreement. Prior to each anniversary date, the Franchisee shall provide: (1) documentation that all lawful franchise fees, permit fees, sales, use and ad valorem taxes, and other such levies and assessments, if any, have been paid to the City; (2) proof of continuing indemnity insurance coverage as required under Section 13 of the Agreement; (3) documentation that all reports required within the Solid Waste Ordinance have been completed; (4) demonstrate financial ability to maintain a solid waste collection business; (5) an equipment and vehicle summary; and (6) a rate sheet for the use of the franchisee’s equipment in the event of a disaster either natural or man-made affecting the City of Irving.

3. ORDINANCES OF THE CITY OF IRVING: Franchisee shall abide by the ordinances of the City of Irving, in particular, but not limited to, the requirements of the City of Irving’s Solid Waste Collection Franchise Ordinance.

4. SCOPE AND NATURE OF OPERATION: It is expressly understood and agreed that the Franchisee may collect and deliver for disposal all solid waste, including recyclable materials, accumulated on premises within the corporate limits of the City, excluding residential service other than apartment complexes and motels, where the services are contracted for by individuals or companies with the Franchisee. Franchisee will, at its own expense, furnish personnel and equipment to collect solid waste and will establish and maintain in an efficient and businesslike manner the services that may be contracted for. Franchisee will furthermore comply with all applicable rules, regulations, laws and ordinances as directed by responsible governmental agencies having jurisdiction thereupon.
5. **REGULATION OF VEHICLES:** All vehicles used by the Franchisee for the collection and transportation of solid waste shall be covered at all times while loaded and in transit to prevent the spillage of solid waste onto the public streets or properties adjacent thereto. Any spillage will be promptly recovered by the Franchisee, and all vehicles owned by the Franchisee shall be clearly marked with the Franchisee’s name in letters not less than four (4) inches in height. All such vehicles shall be cleaned and maintained by Franchisee so as to be in good repair and of good appearance and, when idle, free of solid waste residue as may cause odor or provide a breeding place for vectors.

6. **REGULATION OF LEASED CONTAINERS:** It is specifically understood and agreed that the City of Irving shall permit the Franchisee to rent or lease containers for collection purposes to the owner or occupant of any premises within the corporate limits of the City, excluding residential customers other than apartment complexes and motels, for collection purposes subject to the following requirements:

   - ALL such containers shall be constructed according to good industry practice in the trade;
   - ALL such containers shall be equipped with suitable covers to prevent blowing or scattering of solid waste while being transported for disposal of their contents;
   - ALL such containers shall be cleaned and maintained by Franchisee so as to be in good repair, of a good appearance and free from such solid waste residues as may cause odor and provide a breeding place for vectors;
   - ALL such containers used for the disposal of food waste or other putrescible material shall be serviced no less than two times per week;
   - ALL such containers shall be clearly marked with the Franchisee’s current name and telephone number in letters not less than four (4) inches in height. Franchisee shall be responsible for making certain that the information reflected on the containers is current, and shall cause any changes necessary to reflect the current information to be made within thirty (30) days after the event, giving rise to the need for the change; and
   - Franchisee shall notify the City in writing within thirty (30) days of any change of name, address or telephone number of the Franchisee.
7. **DAMAGE TO PUBLIC PROPERTY:** Franchisee expressly agrees to assume liability for all costs of repair of public streets, bridges, rights-of-way, and other facilities that it damages in connection with the operation of its business with the exception of normal wear and tear.

8. **DISPOSAL OF SOLID WASTE:** It is specifically understood and agreed that Franchisee will comply with all rules, regulations, laws and ordinances. Disposal of all solid waste collected by the Franchisee from premises within the corporate limits of the City of Irving must be made at a lawfully permitted sanitary landfill. Franchisee’s violation of this provision shall be cause for immediate revocation of this Agreement.

9. **FRANCHISE FEE:** For and in consideration of the covenants and agreements herein contained, Franchisee hereby agrees to pay to the City of Irving a franchise fee of five percent (5%) of the gross revenues generated from Franchisee’s operations within the City.

Calculation: The calculation of gross revenues generated from operation within the City shall include all revenue, as determined in accordance with generally accepted accounting principles, which is derived, directly or indirectly, by the Franchisee from or in connection with its operation within the City. Gross revenues shall include, but are not limited to revenues received from the collection and disposal of all solid waste, whether by a company bearing Franchisee’s name or a company owned or controlled by Franchisee but operating under a different name.

Fee Payment: The franchise fee shall be paid on a quarterly basis no later than thirty (30) days after the end of each calendar quarter. The payment shall be made to the City of Irving Financial Services Department.

Delinquent Payments: Fee payments received after the due date shall be subject to interest at the rate of twelve percent (12%) per annum until the fees are paid in full. In addition, delinquent fees shall be subject to a late payment penalty of five percent (5%) for each month or portion thereof that the fees are outstanding. In no event, however, shall the penalties exceed twenty-five percent (25%) of the total delinquent fees nor shall interest charged exceed the maximum rate allowed by law.

10. **REPORTS:** Each quarterly payment shall be accompanied by a financial accounting report satisfactory to the City. The purpose of the report is to show the basis for the computation of the quarterly payment. The report shall include the sources and amounts of revenues upon which the payment was calculated. At a minimum, the report shall include a list of all active accounts during the quarter, the fee structure for each account, the revenue generated by the account, and tonnage collected within City. If Franchisee also provides recycling services within City, Franchisee is to report tonnage of recycling collected within City. The
report shall also include a list of all accounts no longer serviced and all new business for the reporting quarter. In these reports, the identification of customers by account number is sufficient for compliance with this section. If Franchisee collects no revenue in a particular quarter, it shall file a report with the City indicating that no revenue has been collected.

11. **AUDITING BOOKS AND RECORDS**: The City shall have the authority to require an audit of the books and records of the Franchisee to determine the accuracy of Franchisee’s franchise fee payments. If the City determines that an audit under this paragraph is necessary:

   The City shall notify Franchisee when it wishes to require an audit under this section. The auditor shall be chosen by the City. The Franchisee shall promptly make available to the selected auditor, all books and records necessary to determine whether all franchise fees due the City have been paid. Failure to provide requested records within two business days of the request to the auditor shall be grounds for forfeiture.

   Upon completion of the audit, any demonstrated variance in the fees paid and the fees owed will be rectified. If Franchisee has underpaid, Franchisee will pay the difference to the City with interest and penalties provided for late payments. If Franchisee has overpaid, the City will refund the difference to Franchisee. If the variance is five percent (5%) or greater in favor of the City, Franchisee will pay the cost of the audit, otherwise the City and Franchisee will each pay fifty percent (50%) of the cost of the audit.

   An initial audit to determine baseline revenues shall be conducted, at the expense of the Franchisee, within one (1) year from the date of the execution of this Agreement. The Franchisee shall deliver the results of the audit to the City within thirty (30) days of receipt of the audit report.

12. **FORFEITURE**: The failure or refusal of a Franchisee to: (1) pay any quarterly installment of the annual fee when due; (2) submit any quarterly financial accounting reports; or (3) permit the City to conduct any audit described in Section 11, shall be deemed good cause for revocation of the Franchisee’s permit under the provisions of the Solid Waste Collection Ordinance of the City of Irving. No new permit shall be issued, and the Franchisee is prohibited from conducting any commercial solid waste collection activities within the City until, where applicable, all fees are paid in full, any required financial accounting reports submitted, or an audit of the Franchisee’s books and records is permitted. The failure or refusal of the Franchisee to comply with any of the provisions of this Agreement within ten (10) days after receiving written notice to do so from the City, shall be deemed a breach of this Agreement. The City Council, after giving notice and the
opportunity for a hearing to the Franchisee, may declare the Franchise forfeited and may prohibit the Franchisee from further use of the streets of the City under the Franchise. The Franchisee shall thereupon immediately surrender all rights in and under the Franchise, and the Franchise shall be null and void.

13. **INDEMNITY INSURANCE:** FRANCHISEE ASSUMES ALL RISK OF LOSS OR INJURY TO PROPERTY OR PERSONS ARISING FROM ANY OF ITS OPERATIONS (INCLUDING THOSE COMPANIES OWNED OR CONTROLLED BY FRANCHISEE BUT OPERATING IN THE CITY UNDER A DIFFERENT NAME) UNDER THIS AGREEMENT, AND AGREES TO INDEMNIFY AND HOLD HARMLESS THE CITY OF IRVING FROM ALL CLAIMS, DEMANDS, SUITS, JUDGMENTS, COSTS OR EXPENSES, INCLUDING ATTORNEY’S FEES, ARISING FROM ANY SUCH LOSS OR INJURY. It is expressly understood that the foregoing provisions shall not in any way limit the liability of the Franchisee. Franchisee agrees to carry the types of insurance (which insurance policies shall cover and name all companies owned or controlled by Franchisee but operating within the City operating under a different name) in minimum limits as follows:

A. Insurance and Amount: The Contractor shall furnish and maintain during the life of the contract adequate insurance in such amounts as follows:

<table>
<thead>
<tr>
<th>Type of Insurance</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Workers’ Compensation</td>
<td>Statutory Limit as set forth in the Workers’ Compensation Act.</td>
</tr>
<tr>
<td>Employers’ Liability Insurance</td>
<td></td>
</tr>
<tr>
<td>Minimum Limits</td>
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</tr>
<tr>
<td></td>
<td>$500,000 Per Each Accident</td>
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<tr>
<td></td>
<td>$500,000 Occupational Disease Limit</td>
</tr>
<tr>
<td></td>
<td>$500,000 Occupational Disease per Employee</td>
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<tr>
<td>Commercial General Liability</td>
<td></td>
</tr>
<tr>
<td></td>
<td>$1,000,000 Per Occurrence</td>
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<tr>
<td></td>
<td>$1,000,000 Aggregate</td>
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<tr>
<td></td>
<td>$2,000,000 Products &amp; Completed Operations Aggregate</td>
</tr>
<tr>
<td>Business Auto Liability Insurance</td>
<td></td>
</tr>
<tr>
<td></td>
<td>$1,000,000 Combined Single</td>
</tr>
<tr>
<td></td>
<td>Limits for Bodily Injury and Property Damage</td>
</tr>
</tbody>
</table>

B. Additional Insured: The City of Irving shall be an additional insured on the Commercial General Liability Insurance Policy furnished by the Contractor.
14. **RETENTION OF RIGHTS BY CITY:** The City of Irving, in granting this franchise, fully retains and reserves all the rights, privileges, and immunities that it now has under the law to fully patrol and police the streets, alleys, and public ways within the City; the granting of this franchise shall in no way interfere with the improvements or maintenance of any streets, alleys, or public ways; and the rights of the Franchisee herein to use the streets shall at all times be subservient to the right of the governing body of the City of Irving to fully exercise its rights or control over streets, alleys, and public ways.

15. **TAXES:** The Franchisee shall promptly pay all lawful sales, use and ad valorem taxes and other such levies and assessments, if any, that may lawfully be imposed upon it or its operations. Failure to pay any of these charges shall be deemed a breach of this Agreement.

16. **AMENDMENTS:** The City of Irving expressly reserves the right, after due notice to Franchisee, to modify, amend, alter, change, or eliminate any of the provisions of this Franchise and to impose such additional conditions upon the Franchisee as may be just and reasonable as determined by the City Council, the conditions to be those deemed necessary for the purpose of ensuring adequate service to the public.

17. **ASSIGNMENT OF AGREEMENT:** This Agreement and any and all rights and obligations hereunder may be assigned by the Franchisee only with the prior written consent of the City Council. All provisions of this Agreement shall apply to the Franchisee, its successors or assigns.

18. **SEVERABILITY:** If any section, subsection, sentence, clause, phrase, or other portion of this Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions herein, which other portions shall continue in full force and effect.

19. **MAILING OF NOTICES:** Every notice to be served upon the City or the Franchisee shall be hand delivered or sent by certified mail, return receipt requested. Every such notice to the Franchisee shall be delivered or sent to:

   Raquel Lozano  
   S & H Waste Disposal Service  
   11417 Long Street  
   Balch Springs, TX 75180
Every such communication to the City shall be delivered or sent to the following address:

Ramiro Lopez, Assistant City Manager  
Solid Waste Services  
City of Irving  
825 West Irving Boulevard  
Irving, Texas 75060

The mailing of such notice shall be equivalent to direct personal notice and shall be deemed to have been given when received. Either party may, upon written notice to the other party, change the address specified in this section.

20. **APPLICABLE LAW**: This Agreement shall be deemed to be executed in the City of Irving, State of Texas, regardless of the domicile of the Company, and shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any legal action or proceeding arising under or relating to this Agreement shall be in Dallas County, Texas.

21. **HEADINGS**: The headings contained in this Agreement are to facilitate reference only, and do not form a part of this Agreement, and shall not in any way affect the construction or interpretation herein.

EXECUTED this ____________ day of ___________________________, 20____.

THE CITY OF IRVING, TEXAS  
By: _________________________  
Richard Stopfer  
Mayor

S & H DISPOSAL SERVICES, LLC  
By: ___________________________  
Raquel Lozano  
Owner

ATTEST:  
____________________________  
Shanae Jennings  
City Secretary

APPROVED AS TO FORM:  
____________________________  
Kuruvilla Oommen  
City Attorney
Solid Waste Collection Franchise Application

Company Name: S & H Waste Disposal Services, LLC
Phone Number: (972) 682-3727
Fax No.: 972) 286-2909
Mailing Address: 11417 Long St.
Boyle Springs, TX
75180
Physical Address: 

Provide a brief description of any past business experience of the applicant including past solid waste collection service. Applicant must identify and describe any revocation or suspension by the City of solid waste collection franchise held by the applicant.

Provide roll-off Service

---

Equipment/ Vehicle Summary: (vehicle/equipment itemization on attached sheet)

No. of Trucks: 7
No. of Dumpsters: 
No. of Roll-Offs: 300

Provide a description of the proposed solid waste collection service:

Provide roll-off Service for construction, remodels, roofing, clean outs, etc.

Any Additional Information

---

Applicant must attach the following information:

1) Copy of documents establishing business
2) Documentary evidence from an insurance company indicating willingness to provide liability insurance.
3) Documentary evidence of payment of ad valorem taxes owed on real and personal property to be used in connection with the operation if the business establishment is located in the City.

I have read and agree to comply with all conditions and provisions of the Commercial Solid Waste Franchise Ordinance. I understand there will be a 5% Commercial Franchise Fee per year on gross receipts (payable quarterly) and a certified audit is due annually.

Raquel Lozano
Authorized (Owner/Officer) Representative (print)

(972) 682-3727
Telephone #

4-22-19
Date
CORPORATE ACKNOWLEDGMENT

THE STATE OF TX §
COUNTY OF Dallas §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared:

[Signature]  Raquel Lizardo (Print Name)

Owner of the corporation known as S & H Waste Disposal Services, LLC (Print Title) known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of said corporation, that he or she was duly authorized to perform the same by appropriate resolution of the board of directors of such corporation and that she or he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 9th day of April, A.D. 2019.

Notary Public In and For Dallas County, ____________

My Commission expires: March 30, 2020

SINGLE ACKNOWLEDGMENT

THE STATE OF §
COUNTY OF §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared: __________________________ known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of __________, A.D. __________

Notary Public In and For ____________ County, ____________

My Commission expires:

PARTNERSHIP ACKNOWLEDGMENT

THE STATE OF §
COUNTY OF §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day appeared:

______________________________ (Print Name) ______________________________ (Print Title)

of __________________________, a partnership, known to me to be the person and partner whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said partnership and that she or he was duly authorized as a partner of such partnership to perform same for the purpose and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of __________, A.D. __________

Notary Public In and For ____________ County, ____________

My Commission expires:
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<tr>
<th>Vehicle No.</th>
<th>Make</th>
<th>Year</th>
<th>Model</th>
<th>VIN #</th>
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<td>2013</td>
<td>G</td>
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<td>JLM 83 838</td>
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<tr>
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<td>G</td>
<td>GCR 63 94</td>
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<td>2016</td>
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<td>GFR 0 64 5</td>
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<td>GRC 63 94</td>
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<tr>
<td>14</td>
<td>Ford</td>
<td>2017</td>
<td>G</td>
<td>HNS 76 10</td>
</tr>
</tbody>
</table>

Additional pages may be attached, as necessary.
# Certificate of Liability Insurance

**Certificate Holder:**
City of Irving
Solid Waste Services
110 E. Hunter Ferrell Road
Irving, TX 75060

**Cancelation:**
Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

## Certificate Information

**Issuer:**
Scott Farrow
US Insurance Source
22327 Gosling Road
Spring, TX 77389

**Insured:**
S & H Waste Disposal Services LLC
11417 Long St.
Balch Springs, TX 75180

**Contact:**
Scott Farrow
Phone: (214) 651-9405
Fax: (214) 651-9424
Email: certificates@usinsurance sourc.com

**Insurers:**
- Insurer A: GREAT DIVIDE INSURANCE COMPANY
- Insurer B:  
- Insurer C:  
- Insurer D:  
- Insurer E:  
- Insurer F:  

**Coverages:**
- Commercial General Liability
- Umbrella Liability
- Workers Compensation

## Coverage Table

<table>
<thead>
<tr>
<th>Type of Insurance</th>
<th>Policy Number</th>
<th>Policy Eff. Date</th>
<th>Policy Exp. Date</th>
<th>Limits</th>
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<td>01/28/2019</td>
<td>01/28/2020</td>
<td>$1,000,000</td>
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<tr>
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<td>BAP202817610</td>
<td>01/28/2019</td>
<td>01/28/2020</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

**Description of Operations / Locations / Vehicles (ACORD 104, Additional Remarks Schedule, may be attached if more space is required):**

© 1988-2015 ACORD CORPORATION. All rights reserved.
Ordinance -- First Reading -- Granting a Franchise to Waste Connections Lone Star, Inc. dba Waste Connections of TX for Solid Waste Collection Services Beginning on June 10, 2019 and Ending on June 9, 2022 Pursuant to Chapter 33 of the Code of Civil and Criminal Ordinances of the City of Irving, Texas

Administrative Comments

1. This item has been recommended by Solid Waste Services.

2. **Impact:** The franchise will authorize Waste Connections Lone Star, Inc., dba Waste Connections of TX to provide waste hauling services to various business throughout the City of Irving.

3. This franchise agreement establishes operational guidelines for dumpster cleanliness, litter control, limits service times near residential areas, requests coordination of collection times in school zones and, in general, sets in place some common industry practices.

4. Franchise Agreement is for three (3) years beginning on June 10, 2019 and ending on June 9, 2022. The franchise fee to be assessed is 5% of gross revenues for business generated in servicing dumpsters, roll-off containers, compactor containers, or collecting and hauling in open top trucks on waste collected within the City of Irving.

Recommendation

The ordinance be adopted.

ADDITIONAL COMMENTS:

Contract Required: Yes  Review Completed By: Christina Weber
Previous Action: ORD-2016-9806  Council Action: NA
Discretionary Contract Disclosure Form Required: No
Certificate of Interested Parties (Form 1295) Required: Yes
TGC 2270 Verification Form Required: Yes

ATTACHMENTS:

- Waste Connections Completed Application (PDF)
- Waste Connections Franchise Agreement unsigned (DOCX)

CURRENT YEAR FINANCIAL IMPACT:

NONE

REVISION INFORMATION:
AN ORDINANCE GRANTING TO WASTE CONNECTIONS LONE STAR, INC. DBA WASTE CONNECTIONS OF TX A FRANCHISE TO OPERATE A SOLID WASTE COLLECTION SERVICE IN THE CITY OF IRVING BEGINNING ON JUNE 10, 2019 AND ENDING ON JUNE 9, 2022; AND PRESCRIBING THE TERMS, CONDITIONS, OBLIGATIONS AND LIMITATIONS UPON AND UNDER WHICH SUCH FRANCHISE SHALL BE EXERCISED; AND PROVIDING A SEVERABILITY CLAUSE.

WHEREAS, WASTE CONNECTIONS LONE STAR, INC. DBA WASTE CONNECTIONS OF TX seeks a solid waste collection franchise to operate a waste hauler service within the corporate limits of the City of Irving;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS:

SECTION 1. There is hereby granted to WASTE CONNECTIONS LONE STAR, INC. DBA WASTE CONNECTIONS OF TX hereinafter referred to as “Franchisee,” the right and franchise to operate a solid waste collection service or business in the City of Irving, Texas, and to operate such service or business on the streets, alleys and public ways in the City of Irving beginning on June 10, 2019 and ending on June 9, 2022 and that the agreement between City and Franchisee, attached hereto, is incorporated herein, and the Mayor is hereby authorized to execute said agreement.

SECTION 2. This franchise shall be in force and effect until June 9, 2022 from and after the effective date of the third and final reading of this ordinance, unless sooner terminated by reason of default of Franchisee under the terms of this franchise and/or Chapter 33 of the Code of Civil and Criminal Ordinances of the City of Irving, Texas, including but not limited to the requirements in the attached agreement.

SECTION 3. Franchisee shall pay fees pursuant to Chapter 33 of the Code of Civil and Criminal Ordinances of the City of Irving, Texas, as amended.

SECTION 4. Franchisee shall keep in effect at all times public liability and property damage insurance policies in accordance with the terms and provisions of Chapter 33 of the Code of Civil and Criminal Ordinances of the City of Irving, Texas, as now enacted or hereafter amended, and as further set out in the agreement attached hereto, and a cancellation of such insurance policies shall automatically suspend this franchise until said insurance policies have been reinstated.

SECTION 5. Franchisee shall own, lease, contract for or otherwise legally control every vehicle used in the service for which this franchise is granted whether or not the vehicle is owned by the Franchisee.

SECTION 6. No grant, right or privilege afforded to the Franchisee under the terms of this franchise shall be transferred to any other person without application to the City of Irving for such transfer and approval thereof by action of the City Council.

SECTION 7. Franchisee shall immediately upon the effective date of this franchise, have installed a local telephone number to be called by the general public requesting service.
SECTION 8. Franchisee hereof shall comply with all the applicable terms and provisions of the ordinances of the City of Irving, Texas.

SECTION 9. This franchise shall be subject to forfeiture and cancellation upon:

A. Violation of the ordinances of the City of Irving, this franchise or the attached agreement, or

B. Franchisee fails to make payment of any and all fees due pursuant to this franchise and/or Chapter 33 of the Code of Civil and Criminal Ordinances of the City of Irving, Texas.

SECTION 10. That the terms and provisions of this ordinance shall be deemed to be severable and that if the validity of any section, subsection, sentence, clause or phrase of this ordinance should be declared to be invalid, the same shall not affect the validity of any other section, subsection, sentence, clause or phrase of this ordinance.

PASSED AND APPROVED UPON FIRST READING BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS, on June 20, 2019.

_______________________________
RICHARD H. STOPFER
MAYOR

PASSED AND APPROVED UPON SECOND READING BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS, on July 18, 2019.

_______________________________
RICHARD H. STOPFER
MAYOR
PASSED AND APPROVED UPON THIRD AND FINAL READING BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS, on August 1, 2019.

_______________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

___________________________
Shanae Jennings
City Secretary

APPROVED AS TO FORM:

___________________________
Kuruvilla Oommen
City Attorney
Solid Waste Collection Franchise Application

Company Name: Waste Connections Lone Star, Inc. dba Waste Connections of TX
Phone Number: 972-289-6714  Fax No.: 972-289-6723
Mailing Address: 12150 Garland Rd.  Physical Address: 12150 Garland Rd.
Dallas, TX 75218  Dallas, TX 75218

Provide a brief description of any past business experience of the applicant including past solid waste collection service. Applicant must identify and describe any revocation or suspension by the City of solid waste collection franchise held by the applicant.

Waste Connections has operated within the City of Irving for a number of years and we are the current exclusive hauler for Irving ISD. This is a renewal application per the City's request.

Equipment/ Vehicle Summary: (vehicle/equipment itemization on attached sheet)

No. of Trucks: 51  No. of Dumpsters: 1,145  No. of Roll-Offs: 204

Provide a description of the proposed solid waste collection service:

Waste Connections has operated within the City of Irving for a number of years and we are the current exclusive hauler for Irving ISD. This is a renewal application per the City's request.

Any Additional Information

None.

Applicant must attach the following information:

1) Copy of documents establishing business
2) Documentary evidence from an insurance company indicating willingness to provide liability insurance.
3) Documentary evidence of payment of ad valorem taxes owed on real and personal property to be used in connection with the operation if the business establishment is located in the City.

I have read and agree to comply with all conditions and provisions of the Commercial Solid Waste Franchise Ordinance. I understand there will be a 5% Commercial Franchise Fee per year on gross receipts (payable quarterly) and a certified audit is due annually.

Tyler Kennedy - Region Controller  281-873-3206

Authorized (Owner/Officer) Representative (print)  Telephone #

Signature of Authorized Representative  Date
CORPORATE ACKNOWLEDGMENT

THE STATE OF Texas §
COUNTY OF Montgomery §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared:

Tyler Kennedy Region Controller

(Print Name) (Print Title)

of the corporation known as Waste Connections Lone Star, Inc. known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of said corporation, that he or she was duly authorized to perform the same by appropriate resolution of the board of directors of such corporation and that she or he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 1st day of May, 2019.

Sally Hamilton Wintner Notary Public In and For
My Notary ID # 130016786 Expires November 5, 2022
Montgomery County, Texas

My Commission expires: 11/05/2022

SINGLE ACKNOWLEDGMENT

THE STATE OF §
COUNTY OF §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared

__________________________ known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ___ day of __________, A.D., __________

__________________________ Notary Public In and For

__________________________ County, __________

My Commission expires:

__________________________

PARTNERSHIP ACKNOWLEDGMENT

THE STATE OF §
COUNTY OF §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day appeared:

__________________________ (Print Name) ___________________________ (Print Title)

of ___________________________ a partnership, known to me to be the person and partner whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said partnership, and that she or he was duly authorized as a partner of such partnership to perform same for the purpose and consideration therein expressed, and in the capacity therein stated. GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ___ day of __________, A.D., __________

__________________________ Notary Public In and For

__________________________ County, __________

My Commission expires:

__________________________
CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/29/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE INSURING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Aon Risk Services Southwest, Inc.
Houston TX Office
5333 San Felipe
Suite 1500
Houston TX 77056 USA

CONTACT NAME: [PRODUCER] PHONE: (866) 283-7322 FAX: (800) 363-0105

INSURED
Waste Connections Lone Star, Inc.
3 Waterway Square Place, Suite 110
The Woodlands TX 77380 USA

INSURER(S) AFFORDING COVERAGE NAIC #
INSURER A: ACE American Insurance Company 22667
INSURER B: Indemnity Insurance Co of North America 43575
INSURER C: ACE Fire Underwriters Insurance Co. 20702

COVERAGE

CERTIFICATE NUMBER: 5700700060410 REVISION NUMBER: 4

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS ShOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

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DESCRIPTION OF OPERATIONS / LIMITATIONS / VE HDLs (ACORD 253): Additional Endorsements, may be attached if more space is required.

City of Irving is included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies.

CERTIFICATE HOLDER

City of Irving
ATTN: Brenda A. Haney, P.E.
110 E. Hunter Ferrell Rd.
Irving TX 75060 USA

ACORD 25 (2016/03)

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Packet Pg. 339
### ADDITIONAL REMARKS SCHEDULE

**Agency:** Aon Risk Services Southwest, Inc.  
**Named Insured:** Waste Connections Lone Star, Inc.  
**Policy Number:** 570076066410  
**Carrier:**  
**Certificate Number:** 570076066410  
**NAIC Code:**  
**Effective Date:**

This additional remarks form is a schedule to ACORD form.

**Form Number:** ACORD 25  
**Form Title:** Certificate of Liability Insurance

#### Additional Insurers Affording Coverage

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#### Additional Policies

If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

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**ACORD 101 (2008/01)**  
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## Vehicle/Equipment Itemization

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FRANCHISE AGREEMENT

This Franchise Agreement (hereinafter referred to as “Agreement”) is made and entered by and between the City of Irving, Texas (“City”), and Waste Connections Lone Star, Inc., dba Waste Connections of TX (“Franchisee”).

WITNESSETH

1. **FRANCHISE**: A non-exclusive franchise is hereby granted to use the public streets, alleys and thoroughfares within the corporate limits of the City of Irving for the purpose of engaging in the business of solid waste collection.

2. **TERM**: The term of this Agreement shall be for a period of no more than three (3) years, beginning on the effective date of execution of the Agreement, unless notice of termination is provided by one party to the other at least thirty (30) days prior to the anniversary date of the Agreement. Prior to each anniversary date, the Franchisee shall provide: (1) documentation that all lawful franchise fees, permit fees, sales, use and ad valorem taxes, and other such levies and assessments, if any, have been paid to the City; (2) proof of continuing indemnity insurance coverage as required under Section 13 of the Agreement; (3) documentation that all reports required within the Solid Waste Ordinance have been completed; (4) demonstrate financial ability to maintain a solid waste collection business; (5) an equipment and vehicle summary; and (6) a rate sheet for the use of the franchisee’s equipment in the event of a disaster either natural or man-made affecting the City of Irving.

3. **ORDINANCES OF THE CITY OF IRVING**: Franchisee shall abide by the ordinances of the City of Irving, in particular, but not limited to, the requirements of the City of Irving’s Solid Waste Collection Franchise Ordinance.

4. **SCOPE AND NATURE OF OPERATION**: It is expressly understood and agreed that the Franchisee may collect and deliver for disposal all solid waste, including recyclable materials, accumulated on premises within the corporate limits of the City, excluding residential service other than apartment complexes and motels, where the services are contracted for by individuals or companies with the Franchisee. Franchisee will, at its own expense, furnish personnel and equipment to collect solid waste and will establish and maintain in an efficient and businesslike manner the services that may be contracted for. Franchisee will furthermore comply with all applicable rules, regulations, laws and ordinances as directed by responsible governmental agencies having jurisdiction thereupon.
5. **REGULATION OF VEHICLES:** All vehicles used by the Franchisee for the collection and transportation of solid waste shall be covered at all times while loaded and in transit to prevent the spillage of solid waste onto the public streets or properties adjacent thereto. Any spillage will be promptly recovered by the Franchisee, and all vehicles owned by the Franchisee shall be clearly marked with the Franchisee’s name in letters not less than four (4) inches in height. All such vehicles shall be cleaned and maintained by Franchisee so as to be in good repair and of good appearance and, when idle, free of solid waste residue as may cause odor or provide a breeding place for vectors.

6. **REGULATION OF LEASED CONTAINERS:** It is specifically understood and agreed that the City of Irving shall permit the Franchisee to rent or lease containers for collection purposes to the owner or occupant of any premises within the corporate limits of the City, excluding residential customers other than apartment complexes and motels, for collection purposes subject to the following requirements:

   ALL such containers shall be constructed according to good industry practice in the trade;

   ALL such containers shall be equipped with suitable covers to prevent blowing or scattering of solid waste while being transported for disposal of their contents;

   ALL such containers shall be cleaned and maintained by Franchisee so as to be in good repair, of a good appearance and free from such solid waste residues as may cause odor and provide a breeding place for vectors;

   ALL such containers used for the disposal of food waste or other putrescible material shall be serviced no less than two times per week;

   ALL such containers shall be clearly marked with the Franchisee’s current name and telephone number in letters not less than four (4) inches in height. Franchisee shall be responsible for making certain that the information reflected on the containers is current, and shall cause any changes necessary to reflect the current information to be made within thirty (30) days after the event, giving rise to the need for the change; and

   Franchisee shall notify the City in writing within thirty (30) days of any change of name, address or telephone number of the Franchisee.
7. **DAMAGE TO PUBLIC PROPERTY:** Franchisee expressly agrees to assume liability for all costs of repair of public streets, bridges, rights-of-way, and other facilities that it damages in connection with the operation of its business with the exception of normal wear and tear.

8. **DISPOSAL OF SOLID WASTE:** It is specifically understood and agreed that Franchisee will comply with all rules, regulations, laws and ordinances. Disposal of all solid waste collected by the Franchisee from premises within the corporate limits of the City of Irving must be made at a lawfully permitted sanitary landfill. Franchisee’s violation of this provision shall be cause for immediate revocation of this Agreement.

9. **FRANCHISE FEE:** For and in consideration of the covenants and agreements herein contained, Franchisee hereby agrees to pay to the City of Irving a franchise fee of five percent (5%) of the gross revenues generated from Franchisee’s operations within the City.

   Calculation: The calculation of gross revenues generated from operation within the City shall include all revenue, as determined in accordance with generally accepted accounting principles, which is derived, directly or indirectly, by the Franchisee from or in connection with its operation within the City. Gross revenues shall include, but are not limited to revenues received from the collection and disposal of all solid waste, whether by a company bearing Franchisee’s name or a company owned or controlled by Franchisee but operating under a different name.

   Fee Payment: The franchise fee shall be paid on a quarterly basis no later than thirty (30) days after the end of each calendar quarter. The payment shall be made to the City of Irving Financial Services Department.

   Delinquent Payments: Fee payments received after the due date shall be subject to interest at the rate of twelve percent (12%) per annum until the fees are paid in full. In addition, delinquent fees shall be subject to a late payment penalty of five percent (5%) for each month or portion thereof that the fees are outstanding. In no event, however, shall the penalties exceed twenty-five percent (25%) of the total delinquent fees nor shall interest charged exceed the maximum rate allowed by law.

10. **REPORTS:** Each quarterly payment shall be accompanied by a financial accounting report satisfactory to the City. The purpose of the report is to show the basis for the computation of the quarterly payment. The report shall include the sources and amounts of revenues upon which the payment was calculated. At a minimum, the report shall include a list of all active accounts during the quarter, the fee structure for each account, the revenue generated by the account, and tonnage collected within City. If Franchisee also provides recycling services within City, Franchisee is to report tonnage of recycling collected within City. The
report shall also include a list of all accounts no longer serviced and all new business for the reporting quarter. In these reports, the identification of customers by account number is sufficient for compliance with this section. If Franchisee collects no revenue in a particular quarter, it shall file a report with the City indicating that no revenue has been collected.

11. **AUDITING BOOKS AND RECORDS**: The City shall have the authority to require an audit of the books and records of the Franchisee to determine the accuracy of Franchisee’s franchise fee payments. If the City determines that an audit under this paragraph is necessary:

   The City shall notify Franchisee when it wishes to require an audit under this section. The auditor shall be chosen by the City. The Franchisee shall promptly make available to the selected auditor, all books and records necessary to determine whether all franchise fees due the City have been paid. Failure to provide requested records within two business days of the request to the auditor shall be grounds for forfeiture.

   Upon completion of the audit, any demonstrated variance in the fees paid and the fees owed will be rectified. If Franchisee has underpaid, Franchisee will pay the difference to the City with interest and penalties provided for late payments. If Franchisee has overpaid, the City will refund the difference to Franchisee. If the variance is five percent (5%) or greater in favor of the City, Franchisee will pay the cost of the audit, otherwise the City and Franchisee will each pay fifty percent (50%) of the cost of the audit.

   An initial audit to determine baseline revenues shall be conducted, at the expense of the Franchisee, within one (1) year from the date of the execution of this Agreement. The Franchisee shall deliver the results of the audit to the City within thirty (30) days of receipt of the audit report.

12. **FORFEITURE**: The failure or refusal of a Franchisee to: (1) pay any quarterly installment of the annual fee when due; (2) submit any quarterly financial accounting reports; or (3) permit the City to conduct any audit described in Section 11, shall be deemed good cause for revocation of the Franchisee’s permit under the provisions of the Solid Waste Collection Ordinance of the City of Irving. No new permit shall be issued, and the Franchisee is prohibited from conducting any commercial solid waste collection activities within the City until, where applicable, all fees are paid in full, any required financial accounting reports submitted, or an audit of the Franchisee’s books and records is permitted. The failure or refusal of the Franchisee to comply with any of the provisions of this Agreement within ten (10) days after receiving written notice to do so from the City, shall be deemed a breach of this Agreement. The City Council, after giving notice and the
opportunity for a hearing to the Franchisee, may declare the Franchise forfeited and may prohibit the Franchisee from further use of the streets of the City under the Franchise. The Franchisee shall thereupon immediately surrender all rights in and under the Franchise, and the Franchise shall be null and void.

13. **INDEMNITY INSURANCE**: FRANCHISEE ASSUMES ALL RISK OF LOSS OR INJURY TO PROPERTY OR PERSONS ARISING FROM ANY OF ITS OPERATIONS (INCLUDING THOSE COMPANIES OWNED OR CONTROLLED BY FRANCHISEE BUT OPERATING IN THE CITY UNDER A DIFFERENT NAME) UNDER THIS AGREEMENT, AND AGREES TO INDEMNIFY AND HOLD HARMLESS THE CITY OF IRVING FROM ALL CLAIMS, DEMANDS, SUITS, JUDGMENTS, COSTS OR EXPENSES, INCLUDING ATTORNEY’S FEES, ARISING FROM ANY SUCH LOSS OR INJURY. It is expressly understood that the foregoing provisions shall not in any way limit the liability of the Franchisee. Franchisee agrees to carry the types of insurance (which insurance policies shall cover and name all companies owned or controlled by Franchisee but operating within the City operating under a different name) in minimum limits as follows:

A. Insurance and Amount: The Contractor shall furnish and maintain during the life of the contract adequate insurance in such amounts as follows:

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<td>Workers’ Compensation</td>
<td>Statutory Limit as set forth in the Workers’ Compensation Act.</td>
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<tr>
<td>Employers’ Liability Insurance</td>
<td>$500,000 Per Each Accident</td>
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<td>Minimum Limits</td>
<td>$500,000 Occupational Disease Limit</td>
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<td>$500,000 Occupational Disease per Employee</td>
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<tr>
<td>Commercial General Liability</td>
<td>$1,000,000 Per Occurrence</td>
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<td>$1,000,000 Aggregate</td>
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<td>$2,000,000 Products &amp; Completed Operations Aggregate</td>
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<tr>
<td>Business Auto Liability Insurance</td>
<td>$1,000,000 Combined Single Limits for Bodily Injury and Property Damage</td>
</tr>
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</table>

B. Additional Insured: The City of Irving shall be an additional insured on the Commercial General Liability Insurance Policy furnished by the Contractor.
14. **RETENTION OF RIGHTS BY CITY:** The City of Irving, in granting this franchise, fully retains and reserves all the rights, privileges, and immunities that it now has under the law to fully patrol and police the streets, alleys, and public ways within the City; the granting of this franchise shall in no way interfere with the improvements or maintenance of any streets, alleys, or public ways; and the rights of the Franchisee herein to use the streets shall at all times be subservient to the right of the governing body of the City of Irving to fully exercise its rights or control over streets, alleys, and public ways.

15. **TAXES:** The Franchisee shall promptly pay all lawful sales, use and ad valorem taxes and other such levies and assessments, if any, that may lawfully be imposed upon it or its operations. Failure to pay any of these charges shall be deemed a breach of this Agreement.

16. **AMENDMENTS:** The City of Irving expressly reserves the right, after due notice to Franchisee, to modify, amend, alter, change, or eliminate any of the provisions of this Franchise and to impose such additional conditions upon the Franchisee as may be just and reasonable as determined by the City Council, the conditions to be those deemed necessary for the purpose of ensuring adequate service to the public.

17. **ASSIGNMENT OF AGREEMENT:** This Agreement and any and all rights and obligations hereunder may be assigned by the Franchisee only with the prior written consent of the City Council. All provisions of this Agreement shall apply to the Franchisee, its successors or assigns.

18. **SEVERABILITY:** If any section, subsection, sentence, clause, phrase, or other portion of this Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions herein, which other portions shall continue in full force and effect.

19. **MAILING OF NOTICES:** Every notice to be served upon the City or the Franchisee shall be hand delivered or sent by certified mail, return receipt requested. Every such notice to the Franchisee shall be delivered or sent to:

   Tyler Kennedy, Regional Controller  
   Waste Connections Lone Star, Inc.  
   12150 Garland Rd.  
   Dallas, TX  75218
Every such communication to the City shall be delivered or sent to the following address:

Ramiro Lopez, Assistant City Manager  
Solid Waste Services  
City of Irving  
825 West Irving Boulevard  
Irving, Texas 75060

The mailing of such notice shall be equivalent to direct personal notice and shall be deemed to have been given when received. Either party may, upon written notice to the other party, change the address specified in this section.

20. **APPLICABLE LAW**: This Agreement shall be deemed to be executed in the City of Irving, State of Texas, regardless of the domicile of the Company, and shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any legal action or proceeding arising under or relating to this Agreement shall be in Dallas County, Texas.

21. **HEADINGS**: The headings contained in this Agreement are to facilitate reference only, and do not form a part of this Agreement, and shall not in any way affect the construction or interpretation herein.

EXECUTED this ____________ day of ___________________________, 20______.

THE CITY OF IRVING, TEXAS  
By: ___________________________  
Richard Stopfer  
Mayor

WASTE CONNECTIONS LONE STAR, INC. DBA WASTE CONNECTIONS OF TX  
By: ___________________________  
Tyler Kennedy  
Regional Controller

ATTEST:  

Shanae Jennings  
City Secretary

APPROVED AS TO FORM:  

______________________________  
Kuruvilla Oommen  
City Attorney
Ordinance -- First Reading -- Granting a Franchise to Waste Management of Texas, Inc., for Solid Waste Collection Services Beginning on June 10, 2019 and Ending on June 9, 2022 Pursuant to Chapter 33 of the Code of Civil and Criminal Ordinances of the City of Irving, Texas

Administrative Comments

1. This item has been recommended by Solid Waste Services.

2. Impact: The franchise will authorize Waste Management of Texas, Inc. to provide waste hauling services to various business throughout the City of Irving.

3. This franchise agreement establishes operational guidelines for dumpster cleanliness, litter control, limits service times near residential areas, requests coordination of collection times in school zones and, in general, sets in place some common industry practices.

4. Franchise Agreement is for three (3) years beginning on June 10, 2019 and ending on June 9, 2022. The franchise fee to be assessed is 5% of gross revenues for business generated in servicing dumpsters, roll-off containers, compactor containers, or collecting and hauling in open top trucks on waste collected within the City of Irving.

Recommendation

The ordinance be adopted.

ADDITIONAL COMMENTS:

Contract Required: Yes  Review Completed By: Christina Weber
Previous Action: Ord No. 2016-9809  Council Action: Approval of Ordinance
Discretionary Contract Disclosure Form Required: No
Certificate of Interested Parties (Form 1295) Required: Yes
• TGC 2270 Verification Form Required: Yes

ATTACHMENTS:

• Waste Management Franchise Application (PDF)
• Waste Management Franchise Agreement unsigned (DOCX)

CURRENT YEAR FINANCIAL IMPACT:

NONE

REVISION INFORMATION:

Prepared: 5/24/2019 02:34 PM by Maria Guzman
AN ORDINANCE GRANTING TO WASTE MANAGEMENT OF TEXAS, INC. A FRANCHISE TO OPERATE A SOLID WASTE COLLECTION SERVICE IN THE CITY OF IRVING BEGINNING ON JUNE 10, 2019 AND ENDING ON JUNE 9, 2022; AND PRESCRIBING THE TERMS, CONDITIONS, OBLIGATIONS AND LIMITATIONS UPON AND UNDER WHICH SUCH FRANCHISE SHALL BE EXERCISED; AND PROVIDING A SEVERABILITY CLAUSE.

WHEREAS, Waste Management of Texas, Inc., seeks a solid waste collection franchise to operate a waste hauler service within the corporate limits of the City of Irving;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS:

SECTION 1. There is hereby granted to Waste Management of Texas, Inc., hereinafter referred to as “Franchisee,” the right and franchise to operate a solid waste collection service or business in the City of Irving, Texas, and to operate such service or business on the streets, alleys, and public ways in the City of Irving beginning on June 10, 2019 and ending on June 9, 2022 and that the agreement between City and Franchisee, attached hereto, is incorporated herein, and the Mayor is hereby authorized to execute said agreement.

SECTION 2. This franchise shall be in force and effect until June 9, 2022 from and after the effective date of the third and final reading of this ordinance, unless sooner terminated by reason of default of Franchisee under the terms of this franchise and/or Chapter 33 of the Code of Civil and Criminal Ordinances of the City of Irving, Texas, including but not limited to the requirements in the attached agreement.

SECTION 3. Franchisee shall pay fees pursuant to Chapter 33 of The Code of Civil and Criminal Ordinances of the City of Irving, Texas, as amended.

SECTION 4. Franchisee shall keep in effect at all times public liability and property damage insurance policies in accordance with the terms and provisions of Chapter 33 of The Code of Civil and Criminal Ordinances of the City of Irving, Texas, as now enacted or hereafter amended, and as further set out in the agreement attached hereto, and a cancellation of such insurance policies shall automatically suspend this franchise until said insurance policies have been reinstated.

SECTION 5. Franchisee shall own, lease, contract for, or otherwise legally control every vehicle used in the service for which this franchise is granted whether or not the vehicle is owned by the Franchisee.

SECTION 6. No grant, right, or privilege afforded to the Franchisee under the terms of this franchise shall be transferred to any other person without application to the City of Irving for such transfer and approval thereof by action of the City Council.

SECTION 7. Franchisee shall immediately upon the effective date of this franchise, have installed a local telephone number to be called by the general public requesting service.

SECTION 8. Franchisee hereof shall comply with all the applicable terms and provisions of the ordinances of the City of Irving, Texas.

-1-
SECTION 9. This franchise shall be subject to revocation upon:

A. Violation of the ordinances of the City of Irving, any state or federal law applicable to the collection and disposition of solid waste material, this franchise, or the attached agreement, or

B. Franchisee failing to make payment of any and all fees due pursuant to this franchise and/or Chapter 33 of The Code of Civil and Criminal Ordinances of the City of Irving, Texas, as amended.

SECTION 10. That the terms and provisions of this ordinance shall be deemed to be severable and that if the validity of any section, subsection, sentence, clause, or phrase of this ordinance should be declared to be invalid, the same shall not affect the validity of any other section, subsection, sentence, clause, or phrase of this ordinance.

PASSED AND APPROVED UPON FIRST READING BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS, on June 20, 2019.

_______________________________
RICHARD H. STOPFER
MAYOR

PASSED AND APPROVED UPON SECOND READING BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS, on July 18, 2019.

_______________________________
RICHARD H. STOPFER
MAYOR

PASSED AND APPROVED UPON THIRD AND FINAL READING BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS, on August 1, 2019.

_______________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

_______________________________
Shanae Jennings
City Secretary

APPROVED AS TO FORM:

_______________________________
Kuruvilla Oommen
City Attorney
Solid Waste Collection Franchise Application

Company Name: Waste Management of Texas, Inc.  
Phone Number: 210-619-7737  
Mailing Address: 1777 NE Loop 410  
                     Suite 1001  
                     San Antonio, TX 78217  
Fax No.:  
Physical Address: 1251 N. Central St  
                     Ferris, TX 75125

Provide a brief description of any past business experience of the applicant including past solid waste collection service. Applicant must identify and describe any revocation or suspension by the City of solid waste collection franchise held by the applicant.

Solid Waste & Recycling collection services

Equipment/ Vehicle Summary: (vehicle/equipment itemization on attached sheet)

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<th>No. of Dumpsters</th>
<th>No. of Roll-Offs</th>
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<tr>
<td>589 - trash</td>
<td>48 - recycle</td>
<td>6 - compactors</td>
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Provide a description of the proposed solid waste collection service:

Collection & disposal services for Commercial businesses and Multi-family properties

Any Additional Information

Applicant must attach the following information:

1) Copy of documents establishing business
2) Documentary evidence from an insurance company indicating willingness to provide liability insurance.
3) Documentary evidence of payment of ad valorem taxes owed on real and personal property to be used in connection with the business establishment is located in the City.

I have read and agree to comply with all conditions and provisions of the Commercial Solid Waste Franchise Ordinance. I understand there will be a 5% Commercial Franchise Fee per year on gross receipts payable quarterly and a certified audit is due annually.

Don Smith, Area President  713-365-2750

Authorized (Owner/Officer) Representative (print)  Telephone #

Signature of Authorized Representative  Date

Packet Pg. 353
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*SEE*

*ATTACHMENT*

Additional pages may be attached, as necessary.
CORPORATE ACKNOWLEDGMENT

THE STATE OF TEXAS
COUNTY OF DENTON

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared

Don Smith
Area President

(Print Name) (Print Title)

of the corporation known as Waste Management of Texas Inc, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of said corporation, that he or she was duly authorized to perform the same by appropriate resolution of the board of directors of such corporation and that she or he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 1 day of May, A.D. 2021

RENEE SALINAS
Notary Public In and For

My Commission expires: 11-28-2021

SINGLE ACKNOWLEDGMENT

THE STATE OF
COUNTY OF

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared

[Signature]

known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ___ day of _____, A.D. 20___

Notary Public In and For

My Commission expires: [Signature]

PARTNERSHIP ACKNOWLEDGMENT

THE STATE OF
COUNTY OF

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day appeared

[Name]
(Print Name)

of [Name], a partnership, known to me to be the person and partner whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of said partnership, and that she or he was duly authorized as a partner of such partnership to perform same for the purpose and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ___ day of _____, A.D. 20___

Notary Public In and For

My Commission expires: [Signature]
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Attachment: Waste Management Franchise Application  (10226 : 6 Waste Management Franchise Agreement)
FRANCHISE AGREEMENT

This Franchise Agreement (hereinafter referred to as “Agreement”) is made and entered by and between the City of Irving, Texas (“City”), and Waste Management of Texas, Inc. (“Franchisee”).

WITNESSETH

1. FRANCHISE: A non-exclusive franchise is hereby granted to use the public streets, alleys and thoroughfares within the corporate limits of the City of Irving for the purpose of engaging in the business of solid waste collection.

2. TERM: The term of this Agreement shall be for a period of no more than three (3) years, beginning on the effective date of execution of the Agreement, unless notice of termination is provided by one party to the other at least thirty (30) days prior to the anniversary date of the Agreement. Prior to each anniversary date, the Franchisee shall provide: (1) documentation that all lawful franchise fees, permit fees, sales, use and ad valorem taxes, and other such levies and assessments, if any, have been paid to the City; (2) proof of continuing indemnity insurance coverage as required under Section 13 of the Agreement; (3) documentation that all reports required within the Solid Waste Ordinance have been completed; (4) demonstrate financial ability to maintain a solid waste collection business; (5) an equipment and vehicle summary; and (6) a rate sheet for the use of the franchisee’s equipment in the event of a disaster either natural or man-made affecting the City of Irving.

3. ORDINANCES OF THE CITY OF IRVING: Franchisee shall abide by the ordinances of the City of Irving, in particular, but not limited to, the requirements of the City of Irving’s Solid Waste Collection Franchise Ordinance.

4. SCOPE AND NATURE OF OPERATION: It is expressly understood and agreed that the Franchisee may collect and deliver for disposal all solid waste, including recyclable materials, accumulated on premises within the corporate limits of the City, excluding residential service other than apartment complexes and motels, where the services are contracted for by individuals or companies with the Franchisee. Franchisee will, at its own expense, furnish personnel and equipment to collect solid waste and will establish and maintain in an efficient and businesslike manner the services that may be contracted for. Franchisee will furthermore comply with all applicable rules, regulations, laws and ordinances as directed by responsible governmental agencies having jurisdiction thereupon.
5. **REGULATION OF VEHICLES:** All vehicles used by the Franchisee for the collection and transportation of solid waste shall be covered at all times while loaded and in transit to prevent the spillage of solid waste onto the public streets or properties adjacent thereto. Any spillage will be promptly recovered by the Franchisee, and all vehicles owned by the Franchisee shall be clearly marked with the Franchisee’s name in letters not less than four (4) inches in height. All such vehicles shall be cleaned and maintained by Franchisee so as to be in good repair and of good appearance and, when idle, free of solid waste residue as may cause odor or provide a breeding place for vectors.

6. **REGULATION OF LEASED CONTAINERS:** It is specifically understood and agreed that the City of Irving shall permit the Franchisee to rent or lease containers for collection purposes to the owner or occupant of any premises within the corporate limits of the City, excluding residential customers other than apartment complexes and motels, for collection purposes subject to the following requirements:

   - ALL such containers shall be constructed according to good industry practice in the trade;
   - ALL such containers shall be equipped with suitable covers to prevent blowing or scattering of solid waste while being transported for disposal of their contents;
   - ALL such containers shall be cleaned and maintained by Franchisee so as to be in good repair, of a good appearance and free from such solid waste residues as may cause odor and provide a breeding place for vectors;
   - ALL such containers used for the disposal of food waste or other putrescible material shall be serviced no less than two times per week;
   - ALL such containers shall be clearly marked with the Franchisee's current name and telephone number in letters not less than four (4) inches in height. Franchisee shall be responsible for making certain that the information reflected on the containers is current, and shall cause any changes necessary to reflect the current information to be made within thirty (30) days after the event, giving rise to the need for the change; and

Franchisee shall notify the City in writing within thirty (30) days of any change of name, address or telephone number of the Franchisee.
7. **DAMAGE TO PUBLIC PROPERTY**: Franchisee expressly agrees to assume liability for all costs of repair of public streets, bridges, rights-of-way, and other facilities that it damages in connection with the operation of its business with the exception of normal wear and tear.

8. **DISPOSAL OF SOLID WASTE**: It is specifically understood and agreed that Franchisee will comply with all rules, regulations, laws and ordinances. Disposal of all solid waste collected by the Franchisee from premises within the corporate limits of the City of Irving must be made at a lawfully permitted sanitary landfill. Franchisee’s violation of this provision shall be cause for immediate revocation of this Agreement.

9. **FRANCHISE FEE**: For and in consideration of the covenants and agreements herein contained, Franchisee hereby agrees to pay to the City of Irving a franchise fee of five percent (5%) of the gross revenues generated from Franchisee’s operations within the City.

   Calculation: The calculation of gross revenues generated from operation within the City shall include all revenue, as determined in accordance with generally accepted accounting principles, which is derived, directly or indirectly, by the Franchisee from or in connection with its operation within the City. Gross revenues shall include, but are not limited to revenues received from the collection and disposal of all solid waste, whether by a company bearing Franchisee’s name or a company owned or controlled by Franchisee but operating under a different name.

   Fee Payment: The franchise fee shall be paid on a quarterly basis no later than thirty (30) days after the end of each calendar quarter. The payment shall be made to the City of Irving Financial Services Department.

   Delinquent Payments: Fee payments received after the due date shall be subject to interest at the rate of twelve percent (12%) per annum until the fees are paid in full. In addition, delinquent fees shall be subject to a late payment penalty of five percent (5%) for each month or portion thereof that the fees are outstanding. In no event, however, shall the penalties exceed twenty-five percent (25%) of the total delinquent fees nor shall interest charged exceed the maximum rate allowed by law.

10. **REPORTS**: Each quarterly payment shall be accompanied by a financial accounting report satisfactory to the City. The purpose of the report is to show the basis for the computation of the quarterly payment. The report shall include the sources and amounts of revenues upon which the payment was calculated. At a minimum, the report shall include a list of all active accounts during the quarter, the fee structure for each account, the revenue generated by the account, and tonnage collected within City. If Franchisee also provides recycling services within City, Franchisee is to report tonnage of recycling collected within City. The
report shall also include a list of all accounts no longer serviced and all new business for the reporting quarter. In these reports, the identification of customers by account number is sufficient for compliance with this section. If Franchisee collects no revenue in a particular quarter, it shall file a report with the City indicating that no revenue has been collected.

11. **AUDITING BOOKS AND RECORDS:** The City shall have the authority to require an audit of the books and records of the Franchisee to determine the accuracy of Franchisee’s franchise fee payments. If the City determines that an audit under this paragraph is necessary:

The City shall notify Franchisee when it wishes to require an audit under this section. The auditor shall be chosen by the City. The Franchisee shall promptly make available to the selected auditor, all books and records necessary to determine whether all franchise fees due the City have been paid. Failure to provide requested records within two business days of the request to the auditor shall be grounds for forfeiture.

Upon completion of the audit, any demonstrated variance in the fees paid and the fees owed will be rectified. If Franchisee has underpaid, Franchisee will pay the difference to the City with interest and penalties provided for late payments. If Franchisee has overpaid, the City will refund the difference to Franchisee. If the variance is five percent (5%) or greater in favor of the City, Franchisee will pay the cost of the audit, otherwise the City and Franchisee will each pay fifty percent (50%) of the cost of the audit.

An initial audit to determine baseline revenues shall be conducted, at the expense of the Franchisee, within one (1) year from the date of the execution of this Agreement. The Franchisee shall deliver the results of the audit to the City within thirty (30) days of receipt of the audit report.

12. **FORFEITURE:** The failure or refusal of a Franchisee to: (1) pay any quarterly installment of the annual fee when due; (2) submit any quarterly financial accounting reports; or (3) permit the City to conduct any audit described in Section 11, shall be deemed good cause for revocation of the Franchisee’s permit under the provisions of the Solid Waste Collection Ordinance of the City of Irving. No new permit shall be issued, and the Franchisee is prohibited from conducting any commercial solid waste collection activities within the City until, where applicable, all fees are paid in full, any required financial accounting reports submitted, or an audit of the Franchisee’s books and records is permitted. The failure or refusal of the Franchisee to comply with any of the provisions of this Agreement within ten (10) days after receiving written notice to do so from the City, shall be deemed a breach of this Agreement. The City Council, after giving notice and the
opportunity for a hearing to the Franchisee, may declare the Franchise forfeited and may prohibit the Franchisee from further use of the streets of the City under the Franchise. The Franchisee shall thereupon immediately surrender all rights in and under the Franchise, and the Franchise shall be null and void.

13. **INDEMNITY INSURANCE:** FRANCHISEE ASSUMES ALL RISK OF LOSS OR INJURY TO PROPERTY OR PERSONS ARISING FROM ANY OF ITS OPERATIONS (INCLUDING THOSE COMPANIES OWNED OR CONTROLLED BY FRANCHISEE BUT OPERATING IN THE CITY UNDER A DIFFERENT NAME) UNDER THIS AGREEMENT, AND AGREES TO INDEMNIFY AND HOLD HARMLESS THE CITY OF IRVING FROM ALL CLAIMS, DEMANDS, SUITS, JUDGMENTS, COSTS OR EXPENSES, INCLUDING ATTORNEY’S FEES, ARISING FROM ANY SUCH LOSS OR INJURY. It is expressly understood that the foregoing provisions shall not in any way limit the liability of the Franchisee. Franchisee agrees to carry the types of insurance (which insurance policies shall cover and name all companies owned or controlled by Franchisee but operating within the City operating under a different name) in minimum limits as follows:

A. Insurance and Amount: The Contractor shall furnish and maintain during the life of the contract adequate insurance in such amounts as follows:

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<td>$500,000 Occupational Disease per Employee</td>
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<td>Commercial General Liability</td>
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<td></td>
<td>$1,000,000 Per Occurrence</td>
</tr>
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<td>$1,000,000 Aggregate</td>
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<tr>
<td></td>
<td>$2,000,000 Products &amp; Completed Operations Aggregate</td>
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<tr>
<td>Business Auto Liability Insurance</td>
<td>$1,000,000 Combined Single Limits for Bodily Injury and Property Damage</td>
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B. Additional Insured: The City of Irving shall be an additional insured on the Commercial General Liability Insurance Policy furnished by the Contractor.

Franchise Agreement
Rev. 10-24-18
14. **RETENTION OF RIGHTS BY CITY:** The City of Irving, in granting this franchise, fully retains and reserves all the rights, privileges, and immunities that it now has under the law to fully patrol and police the streets, alleys, and public ways within the City; the granting of this franchise shall in no way interfere with the improvements or maintenance of any streets, alleys, or public ways; and the rights of the Franchisee herein to use the streets shall at all times be subservient to the right of the governing body of the City of Irving to fully exercise its rights or control over streets, alleys, and public ways.

15. **TAXES:** The Franchisee shall promptly pay all lawful sales, use and ad valorem taxes and other such levies and assessments, if any, that may lawfully be imposed upon it or its operations. Failure to pay any of these charges shall be deemed a breach of this Agreement.

16. **AMENDMENTS:** The City of Irving expressly reserves the right, after due notice to Franchisee, to modify, amend, alter, change, or eliminate any of the provisions of this Franchise and to impose such additional conditions upon the Franchisee as may be just and reasonable as determined by the City Council, the conditions to be those deemed necessary for the purpose of ensuring adequate service to the public.

17. **ASSIGNMENT OF AGREEMENT:** This Agreement and any and all rights and obligations hereunder may be assigned by the Franchisee only with the prior written consent of the City Council. All provisions of this Agreement shall apply to the Franchisee, its successors or assigns.

18. **SEVERABILITY:** If any section, subsection, sentence, clause, phrase, or other portion of this Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions herein, which other portions shall continue in full force and effect.

19. **MAILING OF NOTICES:** Every notice to be served upon the City or the Franchisee shall be hand delivered or sent by certified mail, return receipt requested. Every such notice to the Franchisee shall be delivered or sent to:

   Don Smith  
   Area President  
   Waste Management of Texas, Inc.  
   1777 NE Loop 410, Suite 1001  
   San Antonio, TX 78217
Every such communication to the City shall be delivered or sent to the following address:

Ramiro Lopez, Assistant City Manager  
Solid Waste Services  
City of Irving  
825 West Irving Boulevard  
Irving, Texas 75060

The mailing of such notice shall be equivalent to direct personal notice and shall be deemed to have been given when received. Either party may, upon written notice to the other party, change the address specified in this section.

20. **APPLICABLE LAW**: This Agreement shall be deemed to be executed in the City of Irving, State of Texas, regardless of the domicile of the Company, and shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any legal action or proceeding arising under or relating to this Agreement shall be in Dallas County, Texas.

21. **HEADINGS**: The headings contained in this Agreement are to facilitate reference only, and do not form a part of this Agreement, and shall not in any way affect the construction or interpretation herein.

EXECUTED this ____________ day of ___________________________, 20_____.

THE CITY OF IRVING, TEXAS  

By: _________________________  
Richard Stopfer  
Mayor

**ATTEST:**

____________________________  
Shanae Jennings  
City Secretary

APPROVED AS TO FORM:

____________________________  
Kuruvilla Oommen  
City Attorney
AGENDA ITEM SUMMARY

Meeting: 6/20/2019

DOC ID: 10212

Recommending Department: Planning

LSR No: N/A

Ordinance -- Zoning Case #ZC15-0085 - Considering a Zoning Change from PUD (Planned Unit Development) District for FWY (Freeway) Uses TO PUD (Planned Unit Development) for S-P-1 (R-AB) (Site Plan for Restaurant with the Attendant Accessory Use of the Sale of Alcoholic Beverages for On-Premises Consumption) Uses - Approximately 1,814 Sq. Ft. Located at 901 West Royal Lane, Suite 120 - Fusion Concepts, Applicant - City One Properties, LLC, Owner.

Administrative Comments

1. The Planning and Zoning Commission Hearing Date and Recommendation: June 3, 2019 – Favorable 7-0 (Commissioners Zeske and Richards, absent).

2. The 2017 Imagine Irving Comprehensive Plan Future Land Use Map recommends Business Corridor District uses for this property. The Business Corridor District is a flexible use district for retail, office and commercial uses. Predominantly mid-rise with a mix of surface and structured parking. The proposed zoning change is in conformance with the Comprehensive Plan.

3. The applicant is requesting rezoning to allow an existing Southern Spice restaurant the attendant accessory use of the sale of alcoholic beverages for on-premises consumption.

4. The subject property is a lease space in a multi-tenant retail building. The restaurant is 1,814 square feet in area with a total of 24 seats. Parking is being provided within the surface parking lot and is calculated at 1 space per 2.5 seats.

5. The proposed request meets all the requirements of the R-AB zoning regulations.

6. A total of 11 public notices were mailed. Staff has not received any responses in support or in opposition to this request.

7. This item supports Strategic Objective 3.5 – Effectively plan and manage land use.

Recommendation

The ordinance be adopted per the recommendation of the Planning and Zoning Commission.

ADDITIONAL COMMENTS:

Contract Required: N/A
Previous Action: N/A
Review Completed By: N/A
Council Action: N/A

ATTACHMENTS:

- A. Exhibit A: Legal Description(PDF)
-2-

- B. Vicinity Map (PDF)
- C. Surrounding Zoning Map (PDF)
- D. Property Owner Notification Map and List (PDF)
- E. Site Plan (PDF)
- F. Floor Plan (PDF)
- G. June 3, 2019 Planning Commission Minutes (PDF)

CURRENT YEAR FINANCIAL IMPACT:
NONE

REVISION INFORMATION:
Prepared: 5/24/2019 08:31 AM by Christina Del Campo
Last Updated: 6/14/2019 08:59 AM by Kenneth Bloom
AN ORDINANCE AMENDING ORDINANCE NO. 1144, THE 1964 COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF IRVING, TEXAS, GRANTING A ZONING CHANGE ON A TRACT OF LAND DESCRIBED AS: A TRACT OF LAND OUT OF THE MAKKO MACARTHUR 1 ADDITION AND LOCATED AT 901 WEST ROYAL LANE, SUITE 120 MORE FULLY AND COMPLETELY DESCRIBED IN EXHIBIT A ATTACHED HERETO; ORDERING A CHANGE IN THE USE OF SAID PROPERTY FROM PUD PLANNED UNIT DEVELOPMENT DISTRICT USE FOR FWY USES UNDER ORDINANCE NO. 1144, AS AMENDED TO PUD PLANNED DEVELOPMENT DISTRICT USE FOR S-P-1 (R-AB) SITE PLAN DISTRICT USE FOR S-P-1 (R-AB) SITE PLAN DISTRICT USE FOR RESTAURANTS WITH ATTENDANT ACCESSORY USES OF THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISES CONSUMPTION UNDER SECTION 52-49 OF ORDINANCE NO. 1144, AS AMENDED AND ACCORDING TO THE SITE PLAN ATTACHED HERETO AND MADE A PART HEREOF; PROVIDING FOR SPECIAL CONDITIONS AND REGULATIONS RELATIVE TO LAND USE; CORRECTING THE OFFICIAL ZONING MAP ATTACHED TO ORDINANCE NO. 1144; PRESERVING ALL OTHER PORTIONS OF THE ZONING ORDINANCE; DETERMINING THAT THE CHANGE IS IN ACCORDANCE WITH A COMPREHENSIVE PLAN FOR THE PURPOSE OF PROMOTING THE PUBLIC INTEREST, MORALS AND GENERAL WELFARE; PROVIDING THAT THIS ORDINANCE DOES NOT REPEAL OTHER PROVISIONS OF THE ZONING ORDINANCE EXCEPT IN CASES OF DIRECT CONFLICT; PROVIDING THE ENTIRE ORDINANCE SHALL BE INVALID IF ANY WORD, PHRASE, CLAUSE, SENTENCE, PARAGRAPH OR SECTION OF THIS ORDINANCE IS HELD TO BE INVALID; AND PROVIDING A PENALTY.

WHEREAS, application was made to amend the 1964 Official Zoning Map, City of Irving, Texas, attached to the 1964 Comprehensive Zoning Ordinance of the City of Irving, Texas, passed on November 5, 1964, by making application for same with the Planning and Zoning Commission of the City of Irving, Texas, as required by State Statutes and the Zoning Ordinance of the City of Irving, Texas, and all the legal requirements, conditions and prerequisites having been complied with, the cases having come before the City Council of the City of Irving, Texas, after all legal notices, requirements, conditions and prerequisites having been complied with; and

WHEREAS, the City Council of the City of Irving, Texas, at a public hearing called at a regular session of the City Council did consider the following factors in making a determination as to whether these requested changes should be granted or denied; safety of the motoring public and the pedestrians using the facilities in the area immediately surrounding the sites; safety from fire hazards and measures for fire control; protection of adjacent property from flood or water damages; noise producing elements and glare of the vehicular and stationary lights and effect of such lights on established character of the neighborhood; location, lighting and types of signs and relation of signs to traffic control and adjacent property; street size and adequacy of width for traffic reasonably expected to be generated by the proposed use around the site and in the immediate neighborhood; adequacy of parking as determined by requirements of this ordinance for off-street parking facilities; location of ingress and egress points for parking and off-street loading spaces; protection of public health by surfacing on all parking areas to control dust; the effect on the promotion of health and the general welfare; effect on light and air; the effect on the overcrowding of the land; the effect on the concentration of population; the effect on the
transportation, water, sewers, schools, drainage and surface water, parks and other public facilities; and

WHEREAS, the City Council of the City of Irving, Texas, further considered among other things the character of the district and its peculiar suitability for particular uses and with a view to conserve the value of buildings and encourage the most appropriate use of land throughout the City; and

WHEREAS, the City Council of the City of Irving, Texas, does find that there is a public necessity for the zoning change, that the public demands it, that the public interest clearly requires the amendment, that the zoning change does not unreasonably invade the rights of those who bought or improved property with reference to the classification which existed at the time their original investment was made; and

WHEREAS, the City Council of the City of Irving, Texas, does find that the change in zoning helps lessen the congestion in the streets; helps secure safety from fire, panics, floods, and other dangers; promotes health and the general welfare; provides adequate light and air; prevents the overcrowding of land; avoids undue concentration of population; facilitates the adequate provisions of transportation, water, sewers, schools, drainage and surface water, parks and other public requirements; and

WHEREAS, the City Council of the City of Irving, Texas, does find that there is a need for this change in zoning and that there has been a change in conditions in the property adjacent to and in the surrounding area of the subject tract, therefore allowing and requiring this zoning change; and

WHEREAS, the City Council of the City of Irving, Texas, does find that this change in zoning helps lessen the congestion in the streets; helps secure safety from fire, panics, floods, and other dangers; promotes health and general welfare; provides adequate light and air; prevents the overcrowding of land; avoids undue concentration of population; facilitates the adequate provisions of transportation, water, sewers, schools, drainage and surface water, parks and other public requirements; and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS:

SECTION 1. That City of Irving Ordinance No. 1144 being the 1964 Comprehensive Zoning Ordinance of the City of Irving, Texas, passed on November 5, 1964, be, and the same is amended and changed in that the use of the property described in the attached Exhibit A which is presently zoned PUD Planned Unit Development District Use for FWY uses under Ordinance No. 1144, subject to all the requirements, is changed to PUD Planned Unit Development District for S-P-1 (R-AB) Site Plan District Use for restaurants with attendant accessory uses of the sale of alcoholic beverages for on-premises consumption uses on the hereinafter described property with a site plan attached will further lessen the congestion in the streets; help secure safety from fire, panics, floods, and other dangers; promote health and general welfare; provide adequate light and air; prevent the overcrowding of land; avoid undue concentration of population; facilitates the adequate provisions of transportation, water, sewers, schools, drainage and surface water, parks and other public requirements;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS:

SECTION 1. That City of Irving Ordinance No. 1144 being the 1964 Comprehensive Zoning Ordinance of the City of Irving, Texas, passed on November 5, 1964, be, and the same is amended and changed in that the use of the property described in the attached Exhibit A which is presently zoned PUD Planned Unit Development District Use for FWY uses under Ordinance No. 1144, subject to all the requirements, is changed to PUD Planned Unit Development District for S-P-1 (R-AB) Site Plan District Use for restaurants with attendant accessory uses of the sale of alcoholic beverages for on-premises consumption uses on the hereinafter described property with a site plan attached will further lessen the congestion in the streets; help secure safety from fire, panics, floods, and other dangers; promote health and general welfare; provide adequate light and air; prevent the overcrowding of land; avoid undue concentration of population; facilitates the adequate provisions of transportation, water, sewers, schools, drainage and surface water, parks and other public requirements;

SECTION 1-A. That the district use on the property described in Section 1 is hereby approved and granted upon the following express conditions:

(1) That development and use shall be in conformance with the site plan attached hereto and made a part hereof for all purposes.

(2) A true copy of the site plan attached hereto shall be retained by the Department of
Planning and Community Development of the City of Irving.

(3) That all means of ingress and egress shall be approved by the Department of Public Works of the City of Irving.

(4) That all paved areas, permanent drives, streets, and drainage structures, if any, shall be constructed in accordance with the standard City of Irving specifications adopted for such purpose, and the same shall be done to the satisfaction of the Department of Public Works of the City of Irving.

The above requirements shall not be construed as conditions precedent to the granting of a zoning change, but shall be construed as conditions precedent to the granting of a building permit and/or certificate of occupancy.

SECTION 2. The City Planner is hereby directed to correct the Official Zoning Maps of the City of Irving, Texas, attached to Ordinance No. 1144.

SECTION 3. That in all other respects the use of the tract or tracts of land hereinabove described shall be subject to all the applicable regulations contained in said City of Irving Zoning Ordinance and all other applicable and pertinent ordinances of the City of Irving.

SECTION 4. That the zoning regulations and districts as herein established have been made in accordance with the comprehensive plan for the purpose of promoting health, safety, morals and the general welfare of the community. They have been designed, with respect to both present conditions and the conditions reasonably anticipated to exist in the foreseeable future, to lessen congestion in the streets; to secure safety from fire, panic, flood, and other dangers; to promote health and the general welfare; to provide adequate light and air; to prevent the overcrowding of land; to avoid undue concentration of population; to facilitate the adequate provision of transportation, water, sewers, schools, drainage and surface water, parks and other public requirements, and to make adequate provisions for the normal business, commercial needs and development of the community. They have been made with reasonable consideration, among other things, for the character of the district, and its peculiar suitability for the particular uses and with a view of conserving the value of buildings and encouraging the most appropriate use of land throughout the community.

SECTION 5. This ordinance shall be cumulative of all other ordinances of the City of Irving affecting zoning and shall not repeal any of the provisions of said ordinances except in those instances where provisions of those ordinances which are in direct conflict with the provisions of this ordinance.

SECTION 6. It is the intention of the City Council that the terms and provisions of this ordinance shall not be deemed to be severable and if any word, clause, phrase, sentence or paragraph of this ordinance should be declared invalid by any court of competent jurisdiction, this entire ordinance shall be invalid and void in its entirety and the zoning granted by this ordinance shall revert to the prior zoning classification.

SECTION 7. That any person, firm or corporation violating any of the terms and provisions of this ordinance shall be subject to the same penalties provided for in Ordinance No. 1144, Zoning Ordinance of the City of Irving, Texas.
PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS,
on June 20, 2019.

________________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

_______________________________
Shanae Jennings
City Secretary

APPROVED AS TO FORM:

_______________________________
Kuruvilla Oommen
City Attorney
EXHIBIT A: Legal Description
Zoning Case ZC15-0085

BEING part of Lot 7, Block A, Makko MacArthur 1, an addition in the City of Irving, Dallas County, Texas, according to the plat recorded under Instrument Number 201000076239, Map Records, Dallas County, Texas, the subject property being more particularly described as follows (bearings are based on the State Plane Coordinate System, Texas North Central Zone (4202), North American Datum of 1983 (NAD ’83)):

BEGINNING at the northwest corner of the herein described tract, from which an “X” cut found in concrete at the northwest corner of said Lot 7 bears NORTH 57 degrees 03 minutes 24 seconds WEST, 73.26 feet;

THENCE through the interior of said Lot 7, the following calls:

1. NORTH 89 degrees 55 minutes 34 seconds EAST, a distance of 24.32 feet;
2. SOUTH 00 degrees 04 minutes 26 seconds EAST, a distance of 74.57 feet to a point from which an “X” cut found in concrete at a southeasterly re-entrant corner of said Lot 7 bears SOUTH 33 degrees 44 minutes 29 seconds EAST 42.42 feet;
3. SOUTH 89 degrees 55 minutes 34 seconds WEST, a distance of 24.32 feet;
4. NORTH 00 degrees 04 minutes 26 seconds WEST, a distance of 74.57 feet, returning to the POINT OF BEGINNING and enclosing 0.042 acres (1,814 square feet) of land, more or less.
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   FROM Kinwest PUD (Planned Unit Development) for FWY (Freeway) District uses

   TO PUD (Planned Unit Development) for S-P-1 (Detailed Site Plan) for R-AB (Restaurant with the Attendant Accessory Use of the Sale of Alcoholic Beverages for On-Premises Consumption) uses

   - This case is scheduled for the Thursday, June 20, 2019 City Council Public Hearing.

Chairwoman Taylor read the item into the record. She then called on the applicant.

Vera Kodeboying, applicant, gave an overview of the proposed request.

Chairwoman Taylor called for individuals wishing to speak in favor of this item. There was no one to speak in favor of this item. She then called for individuals wishing to speak in opposition. There was no one to speak in opposition to this item.

Discussion was closed to the floor and returned to the Commission for their consideration and a motion.

Commissioner Burns moved to forward Zoning Case #ZC15-0085 to the City Council with a recommendation of approval. Commissioner Spurlock seconded.

Chairwoman Taylor recognized the motion on the floor. There was no discussion of the motion. The motion carried unanimously.

**Ayes:** Lorraine Taylor, Charlie Hoedebeck, Michael McPhail, Jack Spurlock, Bruce Burns, Mark Cronenwett, Jamie Patel

**Absent:** Ernest Richards, Mark Zeske

Discussion Time: 3 minutes
Ordinance -- Zoning Case #ZC19-0007 - Considering a Zoning Change from R-6 (Single Family) District Uses to S-P-2 (Generalized Site Plan) District for R-6 (Single Family) District Uses - Approximately 0.16 Acres Located at 434 W. Scotland Drive - Karen Trejo and Cipriano Nino, Applicants/Owners

Administrative Comments

1. The Planning and Zoning Commission Hearing Date and Recommendation: June 3, 2019 – Favorable 7-0 (Commissioners Zeske and Richards, absent), subject to adding notes to the site plan stipulating that (1) the cover will have a gutter system to direct the run-off away from the adjacent property, and (2) that the cover will be constructed with the same materials to match the roof of the house. The stipulations of the Planning and Zoning Commission have been met.

2. The 2017 Imagine Irving Comprehensive Plan Future Land Use Map recommends Residential Neighborhood uses for this property. The Residential Neighborhood land use category is described as “Predominantly single-family detached homes or duplexes with some mix of non-residential uses, particularly in-home businesses.” The proposed zoning change is in conformance with the Comprehensive Plan.

3. The applicants are requesting to rezone the property to maintain an existing accessory structure and to construct a cover connecting the house to the existing accessory structure. No permits could be found for the existing accessory structure; however, aerial photos show the structure has existed since at least 1994. The current owners purchased the property in 2006.

4. The applicants constructed an addition to the house and now wish to construct a cover between the house and the existing accessory structure.

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<tr>
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<td><strong>Size of structure</strong></td>
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<tr>
<td>Accessory structure</td>
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<td>Complies</td>
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5. The proposed site plan shows cover connected to the house and existing accessory structure 3-feet from the side property line. It also notes a 1.1-foot side yard
setback and a 14.5-foot rear yard setback for the existing accessory structure. Building code regulations require the accessory structure to install a 1-hour wall for the wall adjacent to the west property line prior to the issuance of a permit for the proposed cover. The site plan notes a 1-hour wall to be installed on west wall of existing accessory structure prior to issuance of a building permit for the proposed cover.

6. A total of 40 public notices were mailed. Staff has received two (2) letters in support and one (1) letter in opposition. The opposition represents 4.82% of the land within 200 feet of the subject property. Since this is less than 20%, per state law a ¾ vote is not required for approval.

7. Staff cannot support this request with the existing carport and accessory structure at this location on the site, since a covered patio area which meets the required setbacks could be constructed elsewhere on the site.

8. This items supports Strategic Objective 3.5 – Effectively plan and manage land use.

**Recommendation**

The ordinance be denied.

**ADDITIONAL COMMENTS:**

<table>
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<tr>
<th>Contract Required</th>
<th>Review Completed By</th>
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</tbody>
</table>

**ATTACHMENTS:**

- A. Exhibit A: Legal Description (PDF)
- B. Vicinity Map  (PDF)
- C. Surrounding Zoning Map  (PDF)
- D. Property Owner Notification Map and List  (PDF)
- E. Site Plan  (PDF)
- F. Public Notification Forms in Support  (PDF)
- G. Public Notification Form in Opposition  (PDF)
- H. Protest Analysis Map  (PDF)
- I. June 3, 2019 Planning Commission Minutes  (PDF)

**CURRENT YEAR FINANCIAL IMPACT:**

NONE

**REVISION INFORMATION:**

Prepared: 5/24/2019 08:51 AM by Christina Del Campo
Last Updated: 6/14/2019 08:59 AM by Kenneth Bloom
ORDINANCE NO. (ID # 10213)

ZONING CASE NO. ZC19-0007
ZONING CLASSIFICATION - S-P-2

AN ORDINANCE AMENDING ORDINANCE NO. 1144, THE 1964 COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF IRVING, TEXAS, GRANTING A ZONING CHANGE ON A TRACT OF LAND DESCRIBED AS: A TRACT OF LAND OUT OF THE NICHOLS PARK 3RD INSTALLMENT ADDITION, AND LOCATED AT 434 WEST SCOTLAND DRIVE, MORE FULLY AND COMPLETELY DESCRIBED IN EXHIBIT A ATTACHED HERETO; ORDERING A CHANGE IN THE USE OF SAID PROPERTY FROM R-6 SINGLE FAMILY RESIDENTIAL DISTRICT USE UNDER ORDINANCE NO. 1144, AS AMENDED TO S-P-2 SITE PLAN DISTRICT USE FOR R-6 USES UNDER ORDINANCE NO. 1144, AND ACCORDING TO THE SITE PLAN ATTACHED HERETO AND MADE A PART HEREOF; PROVIDING FOR SPECIAL CONDITIONS AND REGULATIONS RELATIVE TO LAND USE; CORRECTING THE OFFICIAL ZONING MAP ATTACHED TO ORDINANCE NO. 1144; PRESERVING ALL OTHER PORTIONS OF THE ZONING ORDINANCE; DETERMINING THAT THE CHANGE IS IN ACCORDANCE WITH A COMPREHENSIVE PLAN FOR THE PURPOSE OF PROMOTING THE PUBLIC INTEREST, MORALS AND GENERAL WELFARE; PROVIDING THAT THIS ORDINANCE DOES NOT REPEAL OTHER PROVISIONS OF THE ZONING ORDINANCE EXCEPT IN CASES OF DIRECT CONFLICT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING A PENALTY.

WHEREAS, applications were made to amend the 1964 Official Zoning Map, City of Irving, Texas, attached to the 1964 Comprehensive Zoning Ordinance of the City of Irving, Texas, passed on November 5, 1964, by making applications for same with the Planning and Zoning Commission of the City of Irving, Texas, as required by State Statutes and the Zoning Ordinance of the City of Irving, Texas, and all the legal requirements, conditions and prerequisites having been complied with, the cases having come before the City Council of the City of Irving, Texas, after all legal notices, requirements, conditions and prerequisites having been complied with; and

WHEREAS, the City Council of the City of Irving, Texas, at a public hearing called at a regular session of the City Council did consider the following factors in making a determination as to whether these requested changes should be granted or denied; safety of the motoring public and the pedestrians using the facilities in the area immediately surrounding the sites; safety from fire hazards and measures for fire control; protection of adjacent property from flood or water damages; noise producing elements and glare of the vehicular and stationary lights and effect of such lights on established character of the neighborhood; location, lighting and types of signs and relation of signs to traffic control and adjacent property; street size and adequacy of width for traffic reasonably expected to be generated by the proposed use around the site and in the immediate neighborhood; adequacy of parking as determined by requirements of this ordinance for off-street parking facilities; location of ingress and egress points for parking and off-street loading spaces; protection of public health by surfacing on all parking areas to control dust; the effect on the promotion of health and the general welfare; effect on light and air; the effect on the overcrowding of the land; the effect on the concentration of population; the effect on the transportation, water, sewers, schools, drainage and surface water, parks and other public facilities; and

WHEREAS, the City Council of the City of Irving, Texas, further considered among other things the character of the district and its peculiar suitability for particular uses and with a view to conserve the value of buildings and encourage the most appropriate use of land throughout the City; and
WHEREAS, the City Council of the City of Irving, Texas, does find that there is a public necessity for the zoning change, that the public demands it, that the public interest clearly requires the amendment, that the zoning change does not unreasonably invade the rights of those who bought or improved property with reference to the classification which existed at the time their original investment was made; and

WHEREAS, the City Council of the City of Irving, Texas, does find that the change in zoning helps lessen the congestion in the streets; helps secure safety from fire, panics, floods, and other dangers; promotes health and the general welfare; provides adequate light and air; prevents the overcrowding of land; avoids undue concentration of population; facilitates the adequate provisions of transportation, water, sewers, schools, drainage and surface water, parks and other public requirements; and

WHEREAS, the City Council of the City of Irving, Texas, does find that there is a need for this change in zoning and that there has been a change in conditions in the property adjacent to and in the surrounding area of the subject tract, therefore allowing and requiring this zoning change; and

WHEREAS, the City Council of the City of Irving, Texas, does find that this change in zoning under a site plan district for R-6 uses with a site plan attached will further lessen the congestion in the streets; help secure safety from fire, panics, floods, and other dangers; promote health and general welfare; provide adequate light and air; prevent the overcrowding of land; avoid undue concentration of population; facilitate the adequate provisions of transportation, water, sewers, schools, drainage and surface water, parks and other public requirements;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS:

SECTION 1. That City of Irving Ordinance No. 1144 being the 1964 Comprehensive Zoning Ordinance of the City of Irving, Texas, passed on November 5, 1964, be, and the same is amended and changed in that the use of the property described in the attached Exhibit A which is presently zoned R-6 Single Family District Use under Ordinance No. 1144, is changed to S-P-2 Site Plan District Use for R-6 uses under Ordinance No. 1144 of the City of Irving, subject to all the requirements of Ordinance No. 1144 and subject to all the requirements and conditions of Section 1-A of this ordinance.

SECTION 1-A. That the district use on the property described in Section 1 is hereby approved and granted upon the following express conditions:

(1) That development and use shall be in conformance with the site plan attached hereto and made a part hereof for all purposes.

(2) A true copy of the site plan attached hereto shall be retained by the Department of Planning and Community Development of the City of Irving.

(3) That all means of ingress and egress shall be approved by the Department of Public Works of the City of Irving.

(4) That all paved areas, permanent drives, streets, and drainage structures, if any, shall be constructed in accordance with the standard City of Irving specifications adopted for such purpose, and the same shall be done to the satisfaction of the Department of Public Works of the City of Irving.

The above requirements shall not be construed as conditions precedent to the granting of a zoning change, but shall be construed as conditions precedent to the granting of a building permit and/or certificate of occupancy.

SECTION 2. The City Planner is hereby directed to correct the Official Zoning Maps of the City of Irving, Texas, attached to Ordinance No. 1144.

SECTION 3. That in all other respects the use of the tract or tracts of land hereinabove
described shall be subject to all the applicable regulations contained in said City of Irving Zoning Ordinance and all other applicable and pertinent ordinances of the City of Irving.

SECTION 4. That the zoning regulations and districts as herein established have been made in accordance with the comprehensive plan for the purpose of promoting health, safety, morals and the general welfare of the community. They have been designed, with respect to both present conditions and the conditions reasonably anticipated to exist in the foreseeable future, to lessen congestion in the streets; to secure safety from fire, panic, flood, and other dangers; to promote health and the general welfare; to provide adequate light and air; to prevent the overcrowding of land; to avoid undue concentration of population; to facilitate the adequate provision of transportation, water, sewers, schools, drainage and surface water, parks and other public requirements, and to make adequate provisions for the normal business, commercial needs and development of the community. They have been made with reasonable consideration, among other things, for the character of the district, and its peculiar suitability for the particular uses and with a view of conserving the value of buildings and encouraging the most appropriate use of land throughout the community.

SECTION 5. This ordinance shall be cumulative of all other ordinances of the City of Irving affecting zoning and shall not repeal any of the provisions of said ordinances except in those instances where provisions of those ordinances which are in direct conflict with the provisions of this ordinance.

SECTION 6. That the terms and provisions of this ordinance shall be deemed to be severable and that if the validity of the zoning affecting any portion of the tract or tracts of land described herein shall be declared to be invalid, the same shall not affect the validity of the zoning of the balance of the tract or tracts of land described herein.

SECTION 7. That any person, firm or corporation violating any of the terms and provisions of this ordinance shall be subject to the same penalties provided for in Ordinance No. 1144, Zoning Ordinance of the City of Irving, Texas.
PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS, on June 20, 2019.

_________________________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

_________________________________________
Shanae Jennings
City Secretary

APPROVED AS TO FORM:

_________________________________________
Kuruvilla Oommen
City Attorney
Exhibit A: Legal Description
Zoning Case ZC19-0007

Nichols Park 3rd Installment
Lot 6, Block 0
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City of Irving
Property Owner Notification List
Zoning Case
No. ZC19-0007
Page 1 of 2
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Case number: ZC19-0007
Date: 06/05/2019
Owner: Karen Trejo and Cipriano Nino

All uses permitted by section 52-II will be allowed and all requirements of section 52-II, R-6, single family District of Ordinance #1144 and any other applicable requirements of Ordinance #1144 will be complied with except:

(a) Side yard setback to be at 3 feet
(b) Rear yard setback to be at 14.5 feet
(c) Side yard for existing accessory structure to be 1-foot
(d) A 1-hour wall will be installed on existing accessory structure with adjacent the west property line prior to the issuance of a permit for the proposed cover.
(e) A gutter system will be added.
(f) Materials will be the same to match the rest of the structure.

All fence material to meet the minimum standards of the City of Irving
All fences, signs, lighting, luminaries, and exterior auxiliary speakers will comply with City of Irving ordinances.
PUBLIC COMMENT FORM
(Please type or use black ink)

Planning and Community Development Department
PO Box 152288
Irving, Texas 75015-2288

✓ I am FOR the requested zoning as explained on the attached public notice for Zoning Case #ZC19-0007.

___ I am AGAINST the requested zoning as explained on the attached public notice for Zoning Case #ZC19-0007.

Date, Location & Time of:

PLANNING & ZONING COMMISSION MEETING:
Monday, June 3, 2019, 7 p.m.
City Hall, 825 W. Irving Blvd., Irving, Texas

CITY COUNCIL MEETING:
Thursday, June 20, 2019, 7 p.m.
City Hall, 825 W. Irving Blvd., Irving, Texas

Name: Tiffany Darter
Address: 424 W. Scotland Dr.

Tax Account (DCAD) Number
(If shown on enclosed map): 32332500150080000

Signature: Tiffany Darter
Date: 5-24-19

Phone (optional): 214-226-7795

Please provide comments explaining the reasons for your support or opposition:

I have no issues with the request.

SW
PUBLIC COMMENT FORM
(Please type or use black ink)

Planning and Community Development Department
PO Box 152288
Irving, Texas 75015-2288

I am FOR the requested zoning as explained on the attached public notice for Zoning Case #ZC19-0007.

I am AGAINST the requested zoning as explained on the attached public notice for Zoning Case #ZC19-0007.

Date, Location & Time of:

PLANNING & ZONING COMMISSION MEETING: Monday, June 3, 2019, 7 p.m.
City Hall, 825 W. Irving Blvd., Irving, Texas

CITY COUNCIL MEETING: Thursday, June 20, 2019, 7 p.m.
City Hall, 825 W. Irving Blvd., Irving, Texas

Name: [Signature: ]
(Geraldine Lowery)
(please print)

Address: 435 W. Scotland

IRVINIG TX 75062

Tax Account (DCAD) Number
(if shown on enclosed map):

Signature: [Signature: ]

Date: 6-3-19

Phone (optional):

Please provide comments explaining the reasons for your support or opposition:

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

SW
I am FOR the requested zoning as explained on the attached public notice for Zoning Case #ZC19-0007.

[ ] I am AGAINST the requested zoning as explained on the attached public notice for Zoning Case #ZC19-0007.

Date, Location & Time of:

PLANNING & ZONING COMMISSION MEETING: Monday, June 3, 2019, 7 p.m.
City Hall, 825 W. Irving Blvd., Irving, Texas

CITY COUNCIL MEETING: Thursday, June 20, 2019, 7 p.m.
City Hall, 825 W. Irving Blvd., Irving, Texas

Name: DONNA COX LITTLETON
(please print)

Address: 431 W. SCOTLAND DR.

IRVING, TX 75062

Tax Account (DCAD) Number (if shown on enclosed map): 32332500140170000

Signature: DONNA COX LITTLETON

Date: 5-26-19

Phone (optional): ________________

Please provide comments explaining the reasons for your support or opposition:

EXCEPTION TO THE RULE IS TOO COMMON IN IRVING.

TOO MANY EXCEPTIONS CAUSES THE LAW TO BE NULLIFIED.

**FROM** R-6 (Single Family) District

**TO** S-P-2 (Generalized Site Plan) District for R-6 (Single Family) uses to allow exceptions to the side and rear yard setbacks to construct a cover between the house and the existing accessory structure

- This case is scheduled for the Thursday, June 20, 2019 City Council Public Hearing.

Chairwoman Taylor read the item into the record. She then called on the applicant.

Karina Trejo, applicant, introduced by Christina Del Campo, City of Irving, Administrative Assistant, and translator for Ms. Trejo. Ms. Del Campo stated that Ms. Trejo's request is to put a cover to prevent the rain water from coming into her doorway and deteriorating her door.

Chairwoman Taylor called for individuals wishing to speak in favor of this item. There was no one to speak in favor of this item. She then called for individuals wishing to speak in opposition. There was no one to speak in opposition to this item.

Discussion was closed to the floor and returned to the Commission for their consideration and a motion.

Vice-Chairman Hoedebeck stated that the staff’s recommendation was for denial and if they choose to approve the request, that a gutter system be required. Ms. Trejo responded that she is willing to add the gutter system. Vice-Chairman Hoedebeck then stated that the cover be of the same material as the house for consistency. Ms. Trejo agreed as well.

Commissioner Cronenwett asked if the structure will be an extension from the driveway to the garage. Ms. Trejo responded affirmatively. Commissioner Cronenwett then asked if the carport is being used to park vehicles. Ms. Trejo responded affirmatively. Commissioner Cronenwett asked Ms. Trejo to explain how the rain is damaging her door due to the uncovered section. Ms. Trejo responded that it would start from the door on the back, including the carport all the way to the garage.

Commissioner Burns moved to forward item #ZC19-0007 to the City Council with a recommendation of approval subject to the applicant placing a note to the site plan to add a gutter system and build the cover to match the roof of the house. Commissioner Spurlock seconded the motion.

Chairwoman Taylor recognized the motion on the floor. There was no discussion of the motion. The motion carried unanimously.

**Ayes:** Lorraine Taylor, Charlie Hoedebeck, Michael McPhail, Jack Spurlock, Bruce Burns, Mark Cronenwett, Jamie Patel

**Absent:** Ernest Richards, Mark Zeske

Discussion Time: 10 minutes
Ordinance -- Zoning Case #ZC19-0027 - Considering a Zoning Change from ML-20 (Light Industrial) District Uses to R-6 (Single Family) District Uses - Approximately 0.938 Acres Located at 4110 Jackson Street - Shantae Haymer and Shannon Beasley, Applicants/Owners

Administrative Comments

1. The Planning and Zoning Commission Hearing Date and Recommendation: June 3, 2019 – Favorable 7-0 (Commissioners Zeske and Richards, absent).

2. The 2017 Imagine Irving Comprehensive Plan Future Land Use Map recommends Residential Neighborhood uses for the property. This land use category is for a "Predominantly single-family detached homes or duplexes with some mix of non-residential uses, particularly in-home businesses. Net units per acre: 5-20." This request is in conformance with the plan.

3. The property is currently developed with a single story residence. The applicant is requesting a zoning change to allow the existing home to be demolished and replaced with a new single family residence.

4. The property was rezoned to ML-20 in 1970 as part of an area-wide City-initiated rezoning. Since that time, many properties in this area have been developed with commercial uses; however, this property and the adjacent property to the east have remained residential. The West Irving TRE rail station is approximately 800 feet to the west, with the parking lot at 400 feet. The land uses in the area existed before the development of the station.

5. In the 2017 Imagine Irving Comprehensive Plan, this item was designated "Residential Neighborhood" to reflect the ongoing use of the property.

6. All requirements of the R-6 District regulations will be met.

7. A total of 17 public notices were mailed. Staff received no responses in support and 3 responses in opposition to this request. The opposition represents 36.29% of the land within 200 feet of the subject property. Since this is greater than 20%, a ¾ vote is required for approval.

8. Since the proposed use will be in conformance with the future land use map and will result in the construction of a new single family home, staff can support this request.

9. This item supports Strategic Objective 3.5 – Effectively plan and manage land use.

Recommendation

The ordinance be adopted per the recommendation of the Planning and Zoning Commission.

ADDITIONAL COMMENTS:

Contract Required: N/A Review Completed By: N/A
Previous Action: N/A  Council Action: N/A

ATTACHMENTS:
- A. Exhibit A: Legal Description (PDF)
- B. Vicinity Map (PDF)
- C. Surrounding Zoning Map (PDF)
- D. Property Owner Notification Map and List (PDF)
- E. Applicant's Letter of Explanation (PDF)
- F. Letters in Opposition (PDF)
- G. Protest Analysis Map (PDF)
- H. June 3, 2019 Planning Commission Minutes (PDF)

CURRENT YEAR FINANCIAL IMPACT:
NONE

REVISION INFORMATION:
Prepared: 5/24/2019 08:56 AM by Christina Del Campo
Last Updated: 6/14/2019 08:59 AM by Kenneth Bloom
ORDINANCE NO. (ID # 10214)

ZONING CASE NO. ZC19-0027
ZONING CLASSIFICATION – R-6

AN ORDINANCE AMENDING ORDINANCE NO. 1144, THE 1964 COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF IRVING, TEXAS, GRANTING A ZONING CHANGE ON A TRACT OF LAND DESCRIBED AS: A TRACT OF LAND OUT OF THE J.C. REED SURVEY, ABSTRACT NO. 1183, AND LOCATED AT 4110 JACKSON STREET, MORE FULLY AND COMPLETELY DESCRIBED IN EXHIBIT A ATTACHED HERETO; ORDERING A CHANGE IN THE USE OF SAID PROPERTY FROM ML-20 LIGHT INDUSTRIAL DISTRICT USE UNDER ORDINANCE NO. 1144, AS AMENDED TO R-6 SINGLE FAMILY DISTRICT USE UNDER ORDINANCE NO. 1144; PROVIDING FOR SPECIAL CONDITIONS AND REGULATIONS RELATIVE TO LAND USE; CORRECTING THE OFFICIAL ZONING MAP ATTACHED TO ORDINANCE NO. 1144; PRESERVING ALL OTHER PORTIONS OF THE ZONING ORDINANCE; DETERMINING THAT THE CHANGE IS IN ACCORDANCE WITH A COMPREHENSIVE PLAN FOR THE PURPOSE OF PROMOTING THE PUBLIC INTEREST, MORALS AND GENERAL WELFARE; PROVIDING THAT THIS ORDINANCE DOES NOT REPEAL OTHER PROVISIONS OF THE ZONING ORDINANCE EXCEPT IN CASES OF DIRECT CONFLICT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING A PENALTY.

WHEREAS, applications were made to amend the 1964 Official Zoning Map, City of Irving, Texas, attached to the 1964 Comprehensive Zoning Ordinance of the City of Irving, Texas, passed on November 5, 1964, by making applications for same with the Planning and Zoning Commission of the City of Irving, Texas, as required by State Statutes and the Zoning Ordinance of the City of Irving, Texas, and all the legal requirements, conditions and prerequisites having been complied with, the cases having come before the City Council of the City of Irving, Texas, after all legal notices, requirements, conditions and prerequisites having been complied with; and

WHEREAS, the City Council of the City of Irving, Texas, at a public hearing called at a regular session of the City Council did consider the following factors in making a determination as to whether these requested changes should be granted or denied; safety of the motoring public and the pedestrians using the facilities in the area immediately surrounding the sites; safety from fire hazards and measures for fire control; protection of adjacent property from flood or water damages; noise producing elements and glare of the vehicular and stationary lights and effect of such lights on established character of the neighborhood; location, lighting and types of signs and relation of signs to traffic control and adjacent property; street size and adequacy of width for traffic reasonably expected to be generated by the proposed use around the site and in the immediate neighborhood; adequacy of parking as determined by requirements of this ordinance for off-street parking facilities; location of ingress and egress points for parking and off-street loading spaces; protection of public health by surfacing on all parking areas to control dust; the effect on the promotion of health and the general welfare; effect on light and air; the effect on the overcrowding of the land; the effect on the concentration of population; the effect on the transportation, water, sewers, schools, drainage and surface water, parks and other public facilities; and

WHEREAS, the City Council of the City of Irving, Texas, further considered among other things the character of the district and its peculiar suitability for particular uses and with a view to conserve the value of buildings and encourage the most appropriate use of land throughout the City; and
WHEREAS, the City Council of the City of Irving, Texas, does find that there is a public necessity for the zoning change, that the public demands it, that the public interest clearly requires the amendment, that the zoning change does not unreasonably invade the rights of those who bought or improved property with reference to the classification which existed at the time their original investment was made; and

WHEREAS, the City Council of the City of Irving, Texas, does find that the change in zoning helps lessen the congestion in the streets; helps secure safety from fire, panics, floods, and other dangers; promotes health and the general welfare; provides adequate light and air; prevents the overcrowding of land; avoids undue concentration of population; facilitates the adequate provisions of transportation, water, sewers, schools, drainage and surface water, parks and other public requirements; and

WHEREAS, the City Council of the City of Irving, Texas, does find that there is a need for this change in zoning and that there has been a change in conditions in the property adjacent to and in the surrounding area of the subject tract, therefore allowing and requiring this zoning change; and

WHEREAS, the City Council of the City of Irving, Texas, does find that this change in zoning under R-6 Single Family District use will further lessen the congestion in the streets; help secure safety from fire, panics, floods, and other dangers; promote health and general welfare; provide adequate light and air; prevent the overcrowding of land; avoid undue concentration of population; facilitate the adequate provisions of transportation, water, sewers, schools, drainage and surface water, parks and other public requirements;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS:

SECTION 1. That City of Irving Ordinance No. 1144 being the 1964 Comprehensive Zoning Ordinance of the City of Irving, Texas, passed on November 5, 1964, be, and the same is amended and changed in that the use of the property described in the attached Exhibit A which is presently zoned ML-20 Light Industrial District Use under Ordinance No. 1144, as amended is changed to R-6 Single Family District Use under Ordinance No. 1144 of the City of Irving, subject to all the requirements of Ordinance No. 1144 and subject to all the requirements and conditions of Section 1-A of this ordinance.

SECTION 1-A. That the district use on the property described in Section 1 is hereby approved and granted upon the following express conditions:

1. That all means of ingress and egress shall be approved by the Department of Public Works of the City of Irving.

2. That all paved areas, permanent drives, streets, and drainage structures, if any, shall be constructed in accordance with the standard City of Irving specifications adopted for such purpose, and the same shall be done to the satisfaction of the Department of Public Works of the City of Irving.

The above requirements shall not be construed as conditions precedent to the granting of a zoning change, but shall be construed as conditions precedent to the granting of a building permit and/or certificate of occupancy.

SECTION 2. The City Planner is hereby directed to correct the Official Zoning Maps of the City of Irving, Texas, attached to Ordinance No. 1144.

SECTION 3. That in all other respects the use of the tract or tracts of land hereinabove
described shall be subject to all the applicable regulations contained in said City of Irving Zoning Ordinance and all other applicable and pertinent ordinances of the City of Irving.

SECTION 4. That the zoning regulations and districts as herein established have been made in accordance with the comprehensive plan for the purpose of promoting health, safety, morals and the general welfare of the community. They have been designed, with respect to both present conditions and the conditions reasonably anticipated to exist in the foreseeable future, to lessen congestion in the streets; to secure safety from fire, panic, flood, and other dangers; to promote health and the general welfare; to provide adequate light and air; to prevent the overcrowding of land; to avoid undue concentration of population; to facilitate the adequate provision of transportation, water, sewers, schools, drainage and surface water, parks and other public requirements, and to make adequate provisions for the normal business, commercial needs and development of the community. They have been made with reasonable consideration, among other things, for the character of the district, and its peculiar suitability for the particular uses and with a view of conserving the value of buildings and encouraging the most appropriate use of land throughout the community.

SECTION 5. This ordinance shall be cumulative of all other ordinances of the City of Irving affecting zoning and shall not repeal any of the provisions of said ordinances except in those instances where provisions of those ordinances which are in direct conflict with the provisions of this ordinance.

SECTION 6. That the terms and provisions of this ordinance shall be deemed to be severable and that if the validity of the zoning affecting any portion of the tract or tracts of land described herein shall be declared to be invalid, the same shall not affect the validity of the zoning of the balance of the tract or tracts of land described herein.

SECTION 7. That any person, firm or corporation violating any of the terms and provisions of this ordinance shall be subject to the same penalties provided for in Ordinance No. 1144, Zoning Ordinance of the City of Irving, Texas.
PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS, on June 20, 2019.

________________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

________________________________
Shanae Jennings
City Secretary

APPROVED AS TO FORM:

________________________________
Kuruvilla Oommen
City Attorney
Texas.

and Ella Keith appearing of record in Vol. 2742, Page 87, Deed Records of Dallas County, Texas; said executed by Dan Parker et ux to William Green Jackson on the 25th day of September 1943, as per Deed recorded in Vol. 2444, Page 20, and Exhibit A: Legal Description (10214: 15 - Zc19-0027)

Conveyed to the grantees in that certain deed dated October 19, 1946, (Dan Parker et ux, Arminta Parker) conveying said property to William Green and Ella Keith, by Part way, that is 121.8 feet East of the point beginning; AND BEING THE SAME LAND.

Right-of-Way, that is 121.8 feet East of the point, THENCE, West along said right of

Right-of-Way 35.2 feet to a point in said R.R.;

Survey; THENCE, North 363.2 feet to a point in the South line of a 35 foot road, that is

Right-of-Way 365.4 feet East of the intersection of it with the West end of said J.C. R.R.

One acre tract in the J.C. R.R., Abstract #1183, also being a part of the Tract.

EXHIBIT A:

LEGAL DESCRIPTION

ZC19-0027
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<td>PRISCILLA BEATRICE GOULD</td>
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<td>JIM SCRIBNER</td>
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<td>RAILROAD MANAGEMENT</td>
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<tr>
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<td>&amp; BEASLEY SHANNON MARIE</td>
</tr>
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</table>

City of Irving
Property Owner Notification List
Zoning Case
No. ZC19-0027

Page 1 of 1

Packet Pg. 408

City: Irving

Property Owner Notification List
Zoning Case
No. ZC19-0027

Date: May 21, 2019

Geographic Information Systems (GIS) Disclaimer/Limitation of Liability: This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries and other geographic features. All data, specifically including the geographic data herein are provided “as is” without warranty of any kind, either expressed or implied. Use of the information is the sole responsibility of the user.
Date: April 26, 2019
To: Gina Costanza-Grant
From: Shantae N. Haymer
RE: R6 Zoning Change Request – 4110 Jackson St.

**Updated Dallas County Appraisal District Ownership:**

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<th>Ownership %</th>
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<td>HAYMER SHANTAE NICKLE BEASLY</td>
<td>50%</td>
</tr>
<tr>
<td>BEASLY SHANNON MARIE</td>
<td>50%</td>
</tr>
</tbody>
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Reason for request:

The property located at 4110 Jackson St. has always been used for residential purposes. It is my understanding that the property has been “grandfathered” in by the city for light commercial and residential. This zoning change happened without my family’s knowledge or intention.

Originally, this home and land was purchased in the early 1950’s by Grandfather, Mr. George Robertson, with the intent to pass the land down from generation to generation. It was his thought process that land was the only thing of value he could pass to his children and grandchildren. My mother, Ms. Brenda Beasley, was the last surviving child and as requested by her father, passed the land and home to my sister and I. Sadly to say, the home itself, is currently in very poor condition. The repairs needed for the home to be up-to-date would cost us the same amount of money as having a completely new home built, which is exactly what we intend to do. The current structure was built on a pier and beam foundation. The problem with this build, is the foundation has shifted, meaning we would have to replace the foundation. The roof will need to be replaced. The flooring has to be replaced. There is no central air and heat. There is no washer/dryer connection. There is no insulation in the walls or roof. The paint used on the interior and exterior of the home is more than likely, lead based. Given all of that, I simply cannot live there knowing that my mother passed away in there. I cannot even go in that home anymore without breaking down and have not been in there since the day of her funeral.
We plan to have the current structure completely demolished and have a new home built on the same property, in which my sister and I will reside. We cannot afford to lose this land, as the value is worth more than you can imagine to us. It was literally our mother’s dying wish/order 😇, not to sell the land. We CANNOT sell the property and we cannot make use of the property as it is currently zoned. The only way to keep the land and make good use, is to complete the plan that we have proposed. We have a builder. We have the land. We are simply requesting the city to return the zoning to the intended purpose, so that we may move forward with building our dream home there and keep our word to our mother.

The property (on the right side) is next door to a residentially zoned home. There are homes on both sides of the street from the property and J.O. Davis Elementary School at the end of the road, all supporting the intended purpose for the neighborhood has always been residential. See picture below

The property on the left also belonged to my family and prior to being sold to the business that now owns it, was used for a residential purposes also. There is no reason, that I can think of why the zoning should not be changed. The plan for a new build would not devalue the property or cause the property value of our neighbors to decrease.

There are obviously certain benefits the city would acquire from the change as well. Considering the newly constructed home would be valued at more than the current home, we anticipate a slight increase in taxes, meaning revenue for the city. The curb appeal would bring value to the neighboring properties as well. We are conserving the already existing neighborhood. The home (ideally) would be built a bit further from the street than the existing home, meaning a better lot arrangement. Quite simply, by changing the zoning, the city has better control of the land usage and appearance.

In conclusion, this home and land means a lot to my family and especially my mother, the late Ms. Brenda Beasley. It meant so much to her, that she chose to come home and pass peacefully inside this home when her cancer diagnosis turned to hospice care. It may not look like a lot on the outside right now, but if the city approves this plan, Shannon and I plan to change that. It is our prayer that the city
would take into deep consideration the above-mentioned plan to completely demolish and rebuild the current structure located at 4110 Jackson St. Thank you for your time.
PUBLIC COMMENT FORM
(Please type or use black ink)

Planning and Community Development Department
PO Box 152288
Irving, Texas 75015-2288

I am FOR the requested zoning as explained on the attached public notice for Zoning Case #ZC19-0027.

I am AGAINST the requested zoning as explained on the attached public notice for Zoning Case #ZC19-0027.

Date, Location & Time of:

PLANNING & ZONING COMMISSION MEETING: Monday, June 3, 2019, 7 p.m.
City Hall, 825 W. Irving Blvd., Irving, Texas

CITY COUNCIL MEETING: Thursday, June 20, 2019, 7 p.m.
City Hall, 825 W. Irving Blvd., Irving, Texas

Name: Harvey Pipkins
(please print)

Address: 309 Espanola Ave
Young, TX 75061

Tax Account (DCAD) Number (if shown on enclosed map): 6511838200000 6511838201000 65118382008000

Signature: Harvey Pipkins

Date: 5-31-19

Phone (optional): 972-790-1711

Please provide comments explaining the reasons for your support or opposition:

__________________________________________________________________________________________________________________________________________________________

__________________________________________________________________________________________________________________________________________________________

__________________________________________________________________________________________________________________________________________________________

__________________________________________________________________________________________________________________________________________________________

__________________________________________________________________________________________________________________________________________________________

gg
PUBLIC COMMENT FORM
(Please type or use black ink)

Planning and Community Development Department
PO Box 152288
Irving, Texas 75015-2288

I am FOR the requested zoning as explained on the attached public notice for Zoning Case
#ZC19-0027.

X I am AGAINST the requested zoning as explained on the attached public notice for Zoning Case
#ZC19-0027.

Date, Location & Time of:
PLANNING & ZONING
COMMISSION MEETING: Monday, June 3, 2019, 7 p.m.
City Hall, 825 W. Irving Blvd., Irving, Texas

CITY COUNCIL MEETING: Thursday, June 20, 2019, 7 p.m.
City Hall, 825 W. Irving Blvd., Irving, Texas

Name: Walter Randall Bennett (James Randall Investments)
(please print)
Address: 2600 Branch Creek Rd

Venus, TX 76084

Tax Account (DCAD) Number
(if shown on enclosed map): 65118382010020000 / 324188100A001000

Signature: __________________________

Date: 5/30/2019

Phone (optional): 817-269-5064

Please provide comments explaining the reasons for your support or opposition:

We own Tract #12 which is adjacent to the proposed zoning case. We have owned it since 2006. We purchased this property as commercial knowing that the properties on either side and across the street were commercial. We have used this property and will continue to use the property in the same manner as we have for the last 13 years with no complaints from surrounding property owners. My fear is if the tract is rezoned to R6 it will result in numerous future issues & complaints, as well as financial burdens to us. The property in question has a 50’ gas easement, a 100’ electrical easement, which with a 25’ building set back only allows an area to build in the back 125’ of the property that backs up to the railroad with active tracks. I would think this lends itself to be a better commercial property rather than a residential property.
PUBLIC COMMENT FORM
(Please type or use black ink)

Planning and Community Development Department
PO Box 152288
Irving, Texas 75015-2288

I am FOR the requested zoning as explained on the attached public notice for Zoning Case #ZC19-0027.

X I am AGAINST the requested zoning as explained on the attached public notice for Zoning Case #ZC19-0027.

Date, Location & Time of:
PLANNING & ZONING COMMISSION MEETING: Monday, June 3, 2019, 7 p.m.
City Hall, 825 W. Irving Blvd., Irving, Texas

CITY COUNCIL MEETING: Thursday, June 20, 2019, 7 p.m.
City Hall, 825 W. Irving Blvd., Irving, Texas

Name: Alan Fennell
Address: 300 Oakland Drive Irving, Tx
4100 Jackson St.

Tax Account (DCAD) Number (if shown on enclosed map): 151183820101300000

Signature: Alan Fennell
Date: 5/30/2019

Phone (optional): 214-212-4574

Please provide comments explaining the reasons for your support or opposition:

I am opposed to changing because I purchased my property to have as little impact with residential as possible. The west & south commercial to east (2-lots) Property in question is dissected by transmission power lines & gas line. Much more suitable for light industrial

GG
Alan Fennell  
809 Oakland Drive  
Irving, TX 75060  
5/30/2019

Chairperson and Commissioners  
Planning and Zoning Commission  
825 W. Irving Blvd.  
Irving, TX 75060

RE: ZC19-0027

Dear Chairperson and Commissioners:

I am sending this letter to you as my exhibit of opposition to the referenced zoning case. I would also like to take a moment of your time to explain my opposition. Before I purchased my property I looked and looked trying to find a property in Irving with this type of commercial zoning. Having previously owned property that came into conflict with homeowners. When I found the property that I now own, I took into account the impact it would have in regards to conflicts with homeowners. Finding a property next to the TRE station, having the TRE track and Rock Island Rd. to the south, a day care to the north and three to four commercial lots to the east I felt that I had done due diligence.

These properties are cut into by a large electrical transmission easement and some have a natural gas pipeline bisecting them. Leaving only the back portion of the properties to build on. As I drive up and down Rock Island Road and look at what backs up to the tracks I see mainly commercial buildings. The need for light industrial property is in as big a demand in Irving as single family property. I have lived in Irving all of my life and have heard most of the debates about development in south Irving. I get it. I live on a street that suffers from poor zoning done to try and appease this problem. We have some residential farther down to the east with the new NMA multipurpose facility between. I would think that this is near a textbook case of transitioning from single family to commercial. I will get off of my soap box now. Thank you for your time.

Respectfully,

Alan Fennell
City of Irving

Protest Analysis Map
Zoning Case
No. ZC19-0027

Total Area within 200’
(Excluding Subject Parcel) = 7.3192 AC
Total Area Protesting = 2.6559 AC
Percentage of Area Protesting = 36.29%

Property Under Consideration For Rezoning

200 Ft Notification Boundary

City Limits
8. **Zoning Case #ZC19-0027** – Shantae Haymer (Beasley) & Shannon Beasley, owner/applicants.
4110 Jackson Street. Area is 0.938 acres. Zip Code: 75061.

FROM ML-20 (Light Industrial) District

TO R-6 (Single Family) District

- This case is scheduled for the Thursday, June 20, 2019 City Council Public Hearing.

Chairwoman Taylor read the item into the record. She then called on the applicant.

Shantae Haymer, applicant, gave an overview of the proposed request, adding that their request is to
 demolish the current home to build a brand new one. She also stated that the current home was built in
 1941 and they would like to keep the property as residential zoning as there are other homes around the
 area all supporting the intended purpose.

Chairwoman Taylor called for individuals wishing to speak in favor of this item. There was no one to speak
 in favor of this item. She then called for individuals wishing to speak in opposition. There was no one to
 speak in opposition to this item.

Discussion was closed to the floor and returned to the Commission for their consideration and a motion.

Commissioner Burns stated that unfortunately, this property was part of the rezoning study done by the
 City of Irving a long time ago, and if the applicant wishes to make the zoning change knowing that they
 have a commercial building next to them, he supports the request.

Commissioner Burns moved to forward item #ZC19-0027 to the City Council with a recommendation of
 approval. Commissioner McPhail seconded the motion.

Chairwoman Taylor recognized the motion on the floor. There was no discussion of the motion. The motion
carried unanimously.

**Ayes:** Lorraine Taylor, Charlie Hoedebeck, Michael McPhail, Jack Spurlock, Bruce Burns, Mark
Cronenwett, Jamie Patel

**Absent:** Ernest Richards, Mark Zeske

Discussion Time: 9 minutes
Ordinance -- Zoning Case #ZC19-0028 - Considering a Zoning Change from R-7.5 (Single Family) District Uses to S-P-2 (Generalized Site Plan) for R-6 (Single Family) District Uses - Approximately 2.97 Acres Located at 1501 S. Story Road - Planning Developing and Estimating Solutions, LLC, Applicant - Glacier, Fund, Ltd., Owner

Administrative Comments

1. The Planning and Zoning Commission Hearing Date and Recommendation: June 3, 2019 – Favorable 7-0 (Commissioners Zeske and Richards, absent).

2. The applicant is requesting to rezone the property in order to build 16 new single family detached homes which will meet the R-6 (Single Family) district regulations, with exceptions to the lot area for two lots and lot depth for four lots.

3. The Comprehensive Plan recommends Residential Neighborhood uses for this property. The Residential Neighborhood land use category is described as being "Predominantly single family detached homes or duplexes with some mix of non-residential uses, particularly in-home businesses." The net units per acre is recommended to be between five (5) and twenty (20) units. The density of the proposed project is approximately six (6) units per acre. The request is in conformance with the Comprehensive Plan.

4. The Comprehensive Plan also includes recommendations regarding redevelopment of existing neighborhoods and infill housing such as:
   a. The vision for Irving suggests that much of the new growth will occur in the form of infill development, which is the addition of new or rehabilitated buildings into existing urban areas;
   b. Increase the number of well-designed and affordable housing types that respond to residents’ preferences and incomes. This should include smaller lot single-family homes such as cottage and courtyard homes;
   c. Provide for a variety of single family residential types and densities; and
   d. Create and adopt new zoning districts that permit cottage housing, townhomes, and other small lot (compact) housing types by right.

5. A zoning case for this property was previously heard by the City Council on September 21, 2017. At that time the applicant was proposing 18 lots. The Council asked for an exhibit showing the lot layout due to questions of storm water detention and drainage. Since this required an engineer’s analysis, the case was withdrawn after a second postponement. The engineer’s report has been completed, and it shows that detention areas adjacent to Story Road are required; therefore, a maximum of 16 residential lots can be built.

6. A second zoning case for this property was heard by the City Council on September 6, 2018. The applicant requested R-ZLa zoning and 16 lots on the proposed cul-de-sac. A lot layout was provided as an exhibit, but since the development did not
require any variances, a site plan was not required. The case received 15.21% property owner opposition, and there were two speakers in opposition at the City Council hearing. A motion to approve the case was made, but failed with a 4-5 vote.

7. The site plan shows that 12 of the 16 residential lots meet the R-6 requirements. The remaining four lots need exceptions to the lot depth and area requirements due to their location on the cul-de-sac.

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<td>90 ft. (Exception Required)</td>
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<tr>
<td>Minimum Area</td>
<td>6,000 sq. ft.</td>
<td>5,024 sq. ft. (Exception Required)</td>
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8. A Homeowner’s Association will be required to maintain the two detention area/open space lots. These areas must be shown as separate lots on the plat.

9. The proposed lots are in character with the developed residential lots to the north, east and west, and the proposed development provides a good opportunity for infill development. Of the proposed lots, 14 meet all of the area requirements of the R-6 district (6000 sq. ft.), and the requested exceptions are only due to the required size of a residential cul-de-sac. The proposed development complies with all other development requirements for a single family neighborhood, and complies with the goals and strategies of the 2017 Imagine Irving Comprehensive Plan.

10. Property owners on Strawberry Circle have concerns about drainage and easements. The proposed lot layout has been designed by an engineer, and reviewed by City engineers. A plat will still be necessary, prepared by the engineer and approved by City engineers. Staff believes the issues on the opposition notice have been addressed. Additionally, Strawberry Circle, as well as the other surrounding residential development, were originally two-acre lots that were subdivided into R-7.5 lots.

11. A total of 49 public notices were mailed. Staff received no responses in support and three (3) responses in opposition. The opposition represents 6.47% of the land within 200 feet of the subject property. Since this is less than 20%, a ¾ vote is not required for approval.

12. This item supports Strategic Objective 3.5 – Effectively plan and manage land use.

**Recommendation**

The ordinance be adopted per the recommendation of the Planning and Zoning Commission.

**ADDITIONAL COMMENTS:**

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<td>Previous Action: N/A</td>
<td>Council Action: N/A</td>
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ATTACHMENTS:

- A. Exhibit A: Legal Description (PDF)
- B. Vicinity Map  (PDF)
- C. Surrounding Zoning Map  (PDF)
- D. Property Owner Notification Map and List  (PDF)
- E. Site Plan  (PDF)
- F. Public Notification Form in Support  (PDF)
- G. Public Notification Forms in Opposition  (PDF)
- H. Protest Analysis Map  (PDF)
- I. June 3, 2019 Planning Commission Minutes  (PDF)

CURRENT YEAR FINANCIAL IMPACT:
NONE

REVISION INFORMATION:
Prepared:  5/28/2019 11:56 AM by Christina Del Campo
Last Updated:  6/14/2019 09:00 AM by Kenneth Bloom
AN ORDINANCE AMENDING ORDINANCE NO. 1144, THE 1964 COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF IRVING, TEXAS, GRANTING A ZONING CHANGE ON A TRACT OF LAND DESCRIBED AS: A TRACT OF LAND OUT OF THE SUNSET ACRES REPLAT ADDITION, AND LOCATED AT 1501 SOUTH STORY ROAD, MORE FULLY AND COMPLETELY DESCRIBED IN EXHIBIT A ATTACHED HERETO; ORDERING A CHANGE IN THE USE OF SAID PROPERTY FROM R-7.5 SINGLE FAMILY RESIDENTIAL DISTRICT USE UNDER ORDINANCE NO. 1144, AS AMENDED TO S-P-2 SITE PLAN DISTRICT USE FOR R-6 USES UNDER ORDINANCE NO. 1144, AND ACCORDING TO THE SITE PLAN ATTACHED HERETO AND MADE A PART HEREOF; PROVIDING FOR SPECIAL CONDITIONS AND REGULATIONS RELATIVE TO LAND USE; CORRECTING THE OFFICIAL ZONING MAP ATTACHED TO ORDINANCE NO. 1144; PRESERVING ALL OTHER PORTIONS OF THE ZONING ORDINANCE; DETERMINING THAT THE CHANGE IS IN ACCORDANCE WITH A COMPREHENSIVE PLAN FOR THE PURPOSE OF PROMOTING THE PUBLIC INTEREST, MORALS AND GENERAL WELFARE; PROVIDING THAT THIS ORDINANCE DOES NOT REPEAL OTHER PROVISIONS OF THE ZONING ORDINANCE EXCEPT IN CASES OF DIRECT CONFLICT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING A PENALTY.

WHEREAS, applications were made to amend the 1964 Official Zoning Map, City of Irving, Texas, attached to the 1964 Comprehensive Zoning Ordinance of the City of Irving, Texas, passed on November 5, 1964, by making applications for same with the Planning and Zoning Commission of the City of Irving, Texas, as required by State Statutes and the Zoning Ordinance of the City of Irving, Texas, and all the legal requirements, conditions and prerequisites having been complied with, the cases having come before the City Council of the City of Irving, Texas, after all legal notices, requirements, conditions and prerequisites having been complied with; and

WHEREAS, the City Council of the City of Irving, Texas, further considered among other things the character of the district and its peculiar suitability for particular uses and with a view to conserve the value of buildings and encourage the most appropriate use of land throughout the City; and

WHEREAS, the City Council of the City of Irving, Texas, does find that there is a public
necessity for the zoning change, that the public demands it, that the public interest clearly requires the
amendment, that the zoning change does not unreasonably invade the rights of those who bought or
improved property with reference to the classification which existed at the time their original
investment was made; and

WHEREAS, the City Council of the City of Irving, Texas, does find that the change in zoning
helps lessen the congestion in the streets; helps secure safety from fire, panics, floods, and other
dangers; promotes health and the general welfare; provides adequate light and air; prevents the
overcrowding of land; avoids undue concentration of population; facilitates the adequate provisions of
transportation, water, sewers, schools, drainage and surface water, parks and other public requirements;
and

WHEREAS, the City Council of the City of Irving, Texas, does find that there is a need for this
change in zoning and that there has been a change in conditions in the property adjacent to and in the
surrounding area of the subject tract, therefore allowing and requiring this zoning change; and

WHEREAS, the City Council of the City of Irving, Texas, does find that this change in zoning
under a site plan district for R-6 uses with a site plan attached will further lessen the congestion in the
streets; help secure safety from fire, panics, floods, and other dangers; promote health and general
welfare; provide adequate light and air; prevent the overcrowding of land; avoid undue concentration of
population; facilitate the adequate provisions of transportation, water, sewers, schools, drainage and
surface water, parks and other public requirements;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF
IRVING, TEXAS:

SECTION 1. That City of Irving Ordinance No. 1144 being the 1964 Comprehensive Zoning
Ordinance of the City of Irving, Texas, passed on November 5, 1964, be, and the same is amended and
changed in that the use of the property described in the attached Exhibit A which is presently zoned R-
7.5 Single Family District Use under Ordinance No. 1144, is changed to S-P-2 Site Plan District Use
for R-6 uses under Ordinance No. 1144 of the City of Irving, subject to all the requirements of
Ordinance No. 1144 and subject to all the requirements and conditions of Section 1-A of this ordinance.

SECTION 1-A. That the district use on the property described in Section 1 is hereby
approved and granted upon the following express conditions:

1. That development and use shall be in conformance with the site plan attached hereto and
made a part hereof for all purposes.

2. A true copy of the site plan attached hereto shall be retained by the Department of
Planning and Community Development of the City of Irving.

3. That all means of ingress and egress shall be approved by the Department of Public
Works of the City of Irving.

4. That all paved areas, permanent drives, streets, and drainage structures, if any, shall be
constructed in accordance with the standard City of Irving specifications adopted for such purpose, and
the same shall be done to the satisfaction of the Department of Public Works of the City of Irving.

The above requirements shall not be construed as conditions precedent to the granting of a
zoning change, but shall be construed as conditions precedent to the granting of a building permit
and/or certificate of occupancy.

SECTION 2. The City Planner is hereby directed to correct the Official Zoning Maps of the
City of Irving, Texas, attached to Ordinance No. 1144.

SECTION 3. That in all other respects the use of the tract or tracts of land hereinabove
described shall be subject to all the applicable regulations contained in said City of Irving Zoning
Ordinance and all other applicable and pertinent ordinances of the City of Irving.

SECTION 4. That the zoning regulations and districts as herein established have been made in accordance with the comprehensive plan for the purpose of promoting health, safety, morals and the general welfare of the community. They have been designed, with respect to both present conditions and the conditions reasonably anticipated to exist in the foreseeable future, to lessen congestion in the streets; to secure safety from fire, panic, flood, and other dangers; to promote health and the general welfare; to provide adequate light and air; to prevent the overcrowding of land; to avoid undue concentration of population; to facilitate the adequate provision of transportation, water, sewers, schools, drainage and surface water, parks and other public requirements, and to make adequate provisions for the normal business, commercial needs and development of the community. They have been made with reasonable consideration, among other things, for the character of the district, and its peculiar suitability for the particular uses and with a view of conserving the value of buildings and encouraging the most appropriate use of land throughout the community.

SECTION 5. This ordinance shall be cumulative of all other ordinances of the City of Irving affecting zoning and shall not repeal any of the provisions of said ordinances except in those instances where provisions of those ordinances which are in direct conflict with the provisions of this ordinance.

SECTION 6. That the terms and provisions of this ordinance shall be deemed to be severable and that if the validity of the zoning affecting any portion of the tract or tracts of land described herein shall be declared to be invalid, the same shall not affect the validity of the zoning of the balance of the tract or tracts of land described herein.

SECTION 7. That any person, firm or corporation violating any of the terms and provisions of this ordinance shall be subject to the same penalties provided for in Ordinance No. 1144, Zoning Ordinance of the City of Irving, Texas.
PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS, on June 20, 2019.

________________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

_______________________________
Shanae Jennings
City Secretary

APPROVED AS TO FORM:

_______________________________
Kuruvilla Oommen
City Attorney
Exhibit A: Legal Description of Area of Request

LEGAL DESCRIPTION

BEING a 129.712 square feet or a 2.978 acre tract of land situated in the Swing & Laws Survey, Abstract No. 1427, City of Irving, Dallas County, Texas and all of Lot 23B, Block A of Replat of Lot 23 of Sunset Acres, an addition to the City of Irving, Dallas County, Texas, an addition to the City of Irving, Dallas County, Texas according to the map thereof recorded in Volume 91089, Page 2273, Deed Records of Dallas County, Texas and all of Lot 24, Block A of Sunset Acres, an addition to the City of Irving, Dallas County, Texas according to the map thereof recorded in Volume 5, Page 63, Map Records of Dallas County, Texas, said tract conveyed to Elmer Cox by deeds recorded in Volume 81/9, Page 2115, Volume 5837, Page 645, and Volume 68146, Page 2069, Deed Records of Dallas County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a set "T" cut on a concrete retaining wall for a corner in the west line of S. Story Road (a variable width right of way), said point being the northeast corner of Lot 24, Block A of the said Sunset Acres addition and the northeast corner of Lot 14 of Martie Estates Addition as recorded in Volume 71026, Page 2113, Deed Records of Dallas County, Texas;

THENCE, the following courses and distances with the west line of S. Story Road:

- S 01°28'00"W, a distance of 181.60 feet to a set "X" cut on a concrete retaining wall for a corner, said point being the southeast corner of said Lot 24;
- N 89°34'00"W, a distance of 10.00 feet to a set "X" cut on a concrete retaining wall for a corner, said point being the northeast corner of said Lot 23B;
- S 01°29'00"W, a distance of 91.20 feet to a set 5/8 inch iron rod for a corner at the common east corner of said Lot 23B and Lot 23A, Block A of the said Replat of Lot 23 of Sunset Acres addition;

THENCE, N 89°34'00"W, departing the west line of S. Story Road and with the common line of said Lots 23A and 23B, a distance of 487.19 feet to a point for a corner in a concrete lined channel, said point being the common west corner of said Lots 23A and 23B and in the east line of Strawberry Patch Addition as recorded in Volume 74122, Page 299, Deed Records of Dallas County, Texas;

THENCE, N 00°43'46"E with the west line of said Lot 23B and the east line of the said Strawberry Patch Addition, passing at a called distance of 91.20 feet the common west corner of said Lot 23B and Lot 24, continuing in all a distance of 272.77 feet to a point for a corner in the said concrete lined channel, said point being the northwest corner of said Lot 24 and in the south line of the said Martie Estates Addition;

THENCE, S 89°34'00"E, with the north line of said Lot 24 and the south line of the said Martie Estates Addition, a distance of 480.69 feet to the Point of Beginning.

I certify that to the best of my knowledge, this is an accurate description of the property for which this application has been submitted. I understand that I am fully responsible for the legal description provided above.

by: ___________________________ Date: 04/04/2019
Signature of Agent/Contract
Bryan Wertz - PLANNING DEVELOPING AND ESTIMATING SOLUTIONS, LLC

For Office Use only

Submittal Documents (required)
- Application (including signature of current owner)
- Application fee
- Six (6) folded sets of the plan documents (all except "Zoning Change (Other)"
- Two (2) 8.5 x 11 copies OR disk with PDF

Additional Submittal Documents (R-AB)
- Copy of TABC application
City of Irving

Property Owner Notification Map
Zoning Case
No. ZC19-0028

200 Ft Notification Boundary

Property Under Consideration For Rezoning
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ZC19-0028
S-P-2 for R-6

Zoning Notes

Note 1:
Land use at all building areas to be single family detached homes.

Note 2:
All uses permitted by Section 52-11 will be allowed and all requirements of Section 52-11 - R-6 single-family district regulations District of Ordinance #1144 and any other applicable requirements of Ordinance #1144 will be complied with, except:
(a) Minimum Lot Depth - required 100'; provided 90'
(b) Minimum Land Area - required 6000 sq ft; provided 5024 sq ft

Note 3:
All surface material to meet the minimum standards of the City of Irving.

Note 4:
All fences, signs, lighting, luminaries and exterior auditory speakers will comply with City of Irving ordinances.

Note 5:
Sec. 52-36 - Off-street parking requirements:
The minimum number of off-street parking spaces required shall be as follows:
Dwellings: Single-family homes constructed on or after October 16, 2008 - two (2) car garage with a minimum of four hundred (400) square feet, plus two (2) additional off-street parking spaces.
PUBLIC COMMENT FORM
(Please type or use black ink)

Planning and Community Development Department
PO Box 152288
Irving, Texas 75015-2288

I am **FOR** the requested zoning as explained on the attached public notice for Zoning Case #ZC19-0028.

I am **AGAINST** the requested zoning as explained on the attached public notice for Zoning Case #ZC19-0028.

Date, Location & Time of:

**PLANNING & ZONING COMMISSION MEETING:**
Monday, June 3, 2019, 7 p.m.
City Hall, 825 W. Irving Blvd.

**CITY COUNCIL MEETING:**
Thursday, June 20, 2019, 7 p.m.
City Hall, 825 W. Irving Blvd.

Name: **JAMES MCKNIGHT**
(please print)

Address: 21925 A

Tax Account: (DCAD) Number
(If shown on enclosed map): 32160500030270000

Signature: **[Signature]**

Phone number (optional)

Please provide comments explaining the reasons for your support or opposition:

**HAPPY TO SEE NEW SINGLE FAMILY RESIDENCES W/ YARDS VS AN APARTMENT-TYPE BUILD-OUT.**

SD _
PUBLIC COMMENT FORM
(Please type or use black ink)

Planning and Community Development Department
PO Box 152288
Irving, Texas 75015-2288

I am FOR the requested zoning as explained on the attached public notice for Zoning Case #ZC19-0028.

I am AGAINST the requested zoning as explained on the attached public notice for Zoning Case #ZC19-0028. (Need change)

Date, Location & Time of:

PLANNING & ZONING COMMISSION MEETING:
Monday, June 3, 2019, 7 p.m.
City Hall, 825 W. Irving Blvd.

CITY COUNCIL MEETING:
Thursday, June 20, 2019, 7 p.m.
City Hall, 825 W. Irving Blvd.

Name: Wayne Mowry
(please print)

Address: 1420 Strawberry Circle
IRVING TX 75060

Tax Account (DCAD) Number:
325 317000 201 00000
(if shown on enclosed map):

Signature: Wayne Mowry

Date: 5/23/2019

Phone number (optional):
972-986-6405

Please provide comments explaining the reasons for your support or opposition:

See Attached

Biggest Problem - ONCOR Access to Power Lines

SD
The attachment is from Wayne and Marilyn Mowry, 1420 Strawberry Circle, lot 14 of Property Owner Notification map, tax account DCAD # 32531700020100000.

We have a few statements and questions about the development of 1501 S. Story Road.

A. The massing study map enclosed with the notification may not be accurate. It appears that the new development stops at the East side of the concrete drainage ditch. The concrete drainage ditch is about 20' feet wide further to the West. In addition, the property line for 1501 S Story road has additional land on the West side of the concrete ditch. We believe the property line for 1501 S. Story is an additional 7' from the West side of the concrete ditch at the North East corner of 1420 Strawberry Circle and it angles to 2' at the South East corner of the 1420 Strawberry Circle property. After the development sells off the housing lots on the East side of the concrete drainage ditch, who will own the additional property of the drainage ditch and the land on the West side of the concrete drainage ditch which is at the back side of the 1420 Strawberry Circle property?

B. Safety is a large concern with this addition. The concrete drainage ditch at the West side of the development of 1501 S. Story Road is about 20' wide. When heavy rains occur, this ditch will run rapidly with 3 to 4 or more feet of water. We would hope some sort of protective fence would be erected on the 1501 S. Story development to keep children as well as adults from getting close to the rapid running water after heavy rain falls.

C. Oncor easement is also a major concern for the property owners on the West side of the development. Existing utility poles are located at the North East corner of 1420 Strawberry Circle, the South East corner of 1420 Strawberry Circle, and the South East corner of 1428 Strawberry Circle. These have been accessible for Oncor from the 1501 S. Story property. An easement will be needed on the 1501 S. Story property for continued service by Oncor. Presently large equipment is not able to access these utility poles by way of the concrete ditch.
I am AGAINST the requested zoning as explained on the attached public notice for Zoning Case #ZC19-0028.

Date, Location & Time of:

PLANNING & ZONING COMMISSION MEETING:  Monday, June 3, 2019, 7 p.m.
City Hall, 825 W. Irving Blvd.

CITY COUNCIL MEETING:  Thursday, June 20, 2019, 7 p.m.
City Hall, 825 W. Irving Blvd.

Name:  KHANH & GWEN NGUYEN

Address:  1428 STRAWBERRY CR

IRVING  TX  75060

Tax Account (DCAD) Number
(if shown on enclosed map):  32331700010050000

Signature:  [Signature]

Date:  5/28/19

Phone number (optional)

Please provide comments explaining the reasons for your support or opposition:

we moved to this house in 1987. at that time we still heard roosters and train pantry around 6:45 (from rock island area). now, everything disappeared, all the houses are squeezed together, traffic is congested and for that parcel of land, you still squeeze in more units???
I am **AGAINST** the requested zoning as explained on the attached public notice for Zoning Case #ZC19-0028.

Date, Location & Time of:

**PLANNING & ZONING COMMISSION MEETING:**
Monday, June 3, 2019, 7 p.m.
City Hall, 825 W. Irving Blvd.

**CITY COUNCIL MEETING:**
Thursday, June 20, 2019, 7 p.m.
City Hall, 825 W. Irving Blvd.

**Name:**
Tad Foreman

**(please print)**

**Address:**
1425 Strawberry Circle

**Irving, TX 75060**

**Tax Account (DCAD) Number**
(if shown on enclosed map):
385317000110000000

**Signature:**

**Date:**
6/3/2019

**Phone number (optional):**

Please provide comments explaining the reasons for your support or opposition:

Too many houses in too small an area.
I am AGAINST the requested zoning as explained on the attached public notice for Zoning Case #ZC19-0028.

Date, Location & Time of:

**PLANNING & ZONING COMMISSION MEETING:**
Monday, June 3, 2019, 7 p.m.
City Hall, 825 W. Irving Blvd.

**CITY COUNCIL MEETING:**
Thursday, June 20, 2019, 7 p.m.
City Hall, 825 W. Irving Blvd.

Name: Hugh S. Kelly
Address: 1428 Strawberry

Signature: Scott Kelly
Date: 5/28/2019

Please provide comments explaining the reasons for your support or opposition:

This development conflicts with Strategic Plan - 4.1, 4.9. Drainage is problematic in and around the area of the development. Story Rd. is congested with the existing traffic and safety of the school children at Elliot Elementary School is a concern.
City of Irving

Protest Analysis Map
Zoning Case
No. ZC19-0028

Total Area within 200' (Excluding Subject Parcel) = 9.7506 AC
Total Area Protesting = 0.6305 AC
Percentage of Area Protesting = 6.47%

Date: Jun. 11, 2019

Disclaimer/Limitations of Liability: This product is for informational purposes and may not have been prepared for or be suitable for legal engineering or surveying purposes. It does not represent or on the ground survey and represents only the approximate location of the property. Accuracy may vary. No representation, warranty, express or implied, is made as to the accuracy or completeness of the geographic data herein and is provided "as is" without warranty of any kind, either expressed or implied. Use of the information is the sole responsibility of the user.

Property Under Consideration For Rezoning

200 Ft Notification Boundary

**FROM** R-7.5 (Single Family) District

**TO** S-P-2 (Generalized Site Plan) District for R-6 (Single Family) uses to allow 16 single family detached dwellings with variances to minimum lot depth and minimum lot area

- This case is scheduled for the Thursday, June 20, 2019 City Council Public Hearing.

Chairwoman Taylor read the item into the record. She then called on the applicant.

Bryan Wertz, 7324 Gaston Avenue #124-412, Dallas, applicant’s representative, gave an overview of the proposed request, adding that after working with staff, listening to the Council’s recommendations, and the neighbor’s comments, they have come up with a different plan to allow 16 single family residences with R-6 zoning. He added that they reviewed the Comprehensive Plan and feels it conforms to its recommendation. He also stated that a new drainage plan has been designed and no discharge will be to the channel to West, and the water will conveyed to Story Road. He stated that the homes will be built depending on the market at the time of development.

Chairwoman Taylor called for individuals wishing to speak in favor of this item. There was no one to speak in favor of this item. She then called for individuals wishing to speak in opposition. There was no one to speak in opposition to this item.

Discussion was closed to the floor and returned to the Commission for their consideration and a motion.

Commissioner Cronenwett asked if the homes to be built will be uniform or would they be like the ones presented with architectural finishes. Mr. Wertz responded that it will depend on the enduser. He stated that the owner is a developer so he might or might not choose to build the homes himself, depending on his finances at the moment.

Commissioner Burns asked Staff is they are happy with the density and drainage on the property as presented by the applicant. He also asked if the turn radius is adequate for a fire truck. Walt Thomas, Engineering Manager responded that they are satisfied. Cody Owen, Traffic Manager responded that the turn radius complies with the ordinance.

Commissioner Cronenwett stated that he is very satisfied with the size of the lots presented as they benefit the community.

Commissioner Burns moved to forward item #ZC19-0028 to the City Council with a recommendation of approval. Commissioner Spurlock seconded the motion.

Chairwoman Taylor recognized the motion on the floor. There was no discussion of the motion. The motion carried unanimously.

**Ayes:** Lorraine Taylor, Charlie Hoedebeck, Michael McPhail, Jack Spurlock, Bruce Burns, Mark Cronenwett, Jamie Patel

**Absent:** Ernest Richards, Mark Zeske

Discussion Time: 10 minutes
AGENDA ITEM SUMMARY

Meeting: 6/20/2019
Recommendating Department: Planning
DOC ID: 10231
LSR No: N/A

Ordinance -- Zoning Case #ZC19-0029 - Considering a Comprehensive Plan Amendment from "Commercial Corridor" Uses to "Residential Neighborhood" Uses, and Consideration of a Zoning Change from R-6 (Single Family) District Uses to S-P-2 (Generalized Site Plan) for R-6 (Single Family) District Uses - Approximately 13,200 Square Feet Located at 2424 E Shady Grove Road - Jackie Brown, Applicant/Owner

Administrative Comments

1. The Planning and Zoning Commission Hearing Date and Recommendation: June 3, 2019 – Favorable 7-0 (Commissioners Zeske and Richards, absent).

2. The owner is requesting a Comprehensive Plan amendment and a zoning change to allow exceptions to the maximum square footage and materials for an existing detached accessory building.

3. Comprehensive Plan Amendment:

   The Comprehensive Plan currently designates this area for Commercial Corridor uses.

   The Commercial Corridor category is described as an auto-oriented district for retail, office and commercial uses, with parking in front and with buildings set back from the street.

   The Residential Neighborhood category is described as being predominantly single-family detached homes or duplexes with some mix of non-residential uses, particularly in-home businesses.

   a. The property fronts Shady Grove Rd., a Minor Arterial on the City’s Thoroughfare Plan. While single family uses typically do not front arterial streets, other homes front the street on the north and south sides, therefore the single family home is consistent with the current uses.

   b. The 2017 Imagine Irving Comprehensive Plan states that, if an area that is designated and/or developed as non-residential desires to transition to a residential use, the City of Irving should require the following:

      • The area is physically appropriate (i.e., size, shape, etc.) for residential use.

      • The area is adjacent to a residential neighborhood shown on the generalized Future Land Use Map and is not separated from the neighborhood by a major thoroughfare (or larger), or the residential use is a part of a mixed-use development.

      • The rezoning will not result in a shortage of land designated for non-residential development.

      • The rezoning does not leave a residual tract of non-residentially zoned property that does not conform to the generalized Future Land Use Map.
or that negatively affects the proposed residential use.

- The rezoning provides for an appropriate transition between residential and non-residential uses through separation by distance, screening, or land use, if integration of residential and non-residential land uses into a mixed use environment is not achievable.

Since the property is already zoned and used for single family uses and abuts two residential lots to the west, staff believes a Comprehensive Plan Amendment is appropriate.

4. Exception Requests for Accessory Building:
   a. In January 2017, the applicant’s neighbor to the west applied for a rezoning for S-P-2 (Generalized Site Plan) for R-6 (Single Family) District uses. The request was also to allow exceptions for a large, metal accessory building. The building had been constructed to replace an older building that was removed and the owner did not realize that a building permit was required. The owner self-reported the issue to the City after realizing a permit was needed and was told that she could apply for a rezoning to request the necessary exceptions. The rezoning was approved by the City Council on October 12, 2017. The owner informed her brother, who owns the adjacent subject property, told him that he should also apply for a rezoning for his accessory building to bring it into compliance.

   b. The owner of the subject property built a home on the property in 1986. The accessory building was erected many years ago and was done without a permit. His family also owns the business that operates on the adjacent property just to the south.

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Existing/Request</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maximum size of accessory building</td>
<td></td>
</tr>
<tr>
<td>Section 52-40(f) of the Zoning Ordinance states, “The footprint of any detached accessory building in an &quot;R&quot; district other than a detached garage shall not exceed a maximum of twenty-five (25) percent of the footprint of the main building or two hundred fifty (250) square feet, whichever is greater.”</td>
<td>1,700 sq. ft. Exceeds allowable by 1,175 sq. ft. (Exception Required)</td>
</tr>
<tr>
<td>Main structure = 2,100 sq. ft.</td>
<td></td>
</tr>
<tr>
<td>25% = 525 sq. ft.</td>
<td></td>
</tr>
<tr>
<td>Building Material</td>
<td></td>
</tr>
<tr>
<td>Section 52-43(i) states that, “Any detached accessory building of one hundred fifty (150) square feet or larger in an &quot;R&quot; district shall be constructed with commonly-used residential building materials that constitute a finished, weather-proof exterior in accordance with the building code including, but not limited to, masonry, veneer, stucco, durable all-weather stone, and wood,</td>
<td>Metal panel siding (Existing) (Exception Required)</td>
</tr>
</tbody>
</table>

-2-
5. The owner has added a note to the site plan stipulating that the accessory building shall be keyed to match the house and cannot be used for temporary or permanent dwelling purposes. A note has also been added specifying that the accessory building may not have a separate utility meter of any type.

6. A total of 16 public notices were mailed. Staff has received three (3) responses in support and none in opposition to this request.

7. Generally speaking, staff would not support the approval of such a large metal accessory building on a residential lot. However, since the Council approved a similar case on the adjacent property in late 2017, and since all the surrounding land (including the commercial property) is under the same family ownership, staff can support this request.

8. This item supports Strategic Objective 3.5 – Effectively plan and manage land use.

**Recommendation**

The ordinance be adopted per the recommendation of the Planning and Zoning Commission.

**ADDITIONAL COMMENTS:**

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<td>Previous Action:</td>
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<td>Review Completed By:</td>
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<tr>
<td>Council Action:</td>
<td>N/A</td>
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</table>

**ATTACHMENTS:**

- A. Exhibit A: Legal Description (PDF)
- B. Vicinity Map (PDF)
- C. Surrounding Zoning Map (PDF)
- D. Property Owner Notification Map and List (PDF)
- E. Site Plan (PDF)
- F. Future Land Use Map (PDF)
- G. Public Notification Forms in Support (PDF)
- H. June 3, 2019 Planning Commission Minutes (PDF)

**CURRENT YEAR FINANCIAL IMPACT:**

NONE

**REVISION INFORMATION:**

Prepared: 5/28/2019 12:02 PM by Christina Del Campo
Last Updated: 6/14/2019 09:00 AM by Kenneth Bloom
ORDINANCE NO. (ID # 10231)

ZONING CASE NO. ZC19-0029
ZONING CLASSIFICATION – S-P-2
AMENDING THE COMPREHENSIVE PLAN

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN CITY OF IRVING, TEXAS, ADOPTED JULY 20, 2017, FOR THE PURPOSE OF PROMOTING THE PUBLIC HEALTH, SAFETY, MORALS AND GENERAL WELFARE; AMENDING ORDINANCE NO. 1144, THE 1964 COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF IRVING, TEXAS, GRANTING A ZONING CHANGE ON A TRACT OF LAND DESCRIBED AS: A TRACT OF LAND OUT OF SAND HILLS ADDITION REVISED, AND LOCATED AT 2424 EAST SHADY GROVE ROAD, MORE FULLY AND COMPLETELY DESCRIBED IN EXHIBIT A ATTACHED HERETO; ORDERING A CHANGE IN THE USE OF SAID PROPERTY FROM R-6 SINGLE FAMILY DISTRICT USE UNDER ORDINANCE NO. 1144, AS AMENDED TO S-P-2 SITE PLAN DISTRICT FOR R-6 USES UNDER ORDINANCE NO. 1144 AND ACCORDING TO THE SITE PLAN ATTACHED HERETO AND MADE A PART HEREOF; PROVIDING FOR SPECIAL CONDITIONS AND REGULATIONS RELATIVE TO LAND USE; CORRECTING THE OFFICIAL ZONING MAP ATTACHED TO ORDINANCE NO. 1144; PRESERVING ALL OTHER PORTIONS OF THE ZONING ORDINANCE; DETERMINING THAT THE CHANGE IS IN ACCORDANCE WITH SUCH COMPREHENSIVE PLAN, AS AMENDED, FOR THE PURPOSE OF PROMOTING THE PUBLIC INTEREST, MORALS AND GENERAL WELFARE; PROVIDING THAT THIS ORDINANCE DOES NOT REPEAL OTHER PROVISIONS OF THE ZONING ORDINANCE EXCEPT IN CASES OF DIRECT CONFLICT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING A PENALTY.

WHEREAS, applications were made to amend the 1964 Official Zoning Map, City of Irving, Texas, attached to the 1964 Comprehensive Zoning Ordinance of the City of Irving, Texas, passed on November 5, 1964, by making applications for same with the Planning and Zoning Commission of the City of Irving, Texas, as required by State Statutes and the Zoning Ordinance of the City of Irving, Texas, and all the legal requirements, conditions and prerequisites having been complied with, the cases having come before the City Council of the City of Irving, Texas, after all legal notices, requirements, conditions and prerequisites having been complied with; and

WHEREAS, the City Council of the City of Irving, Texas, at a public hearing called at a regular session of the City Council did consider the following factors in making a determination as to whether these requested changes should be granted or denied; safety of the motoring public and the pedestrians using the facilities in the area immediately surrounding the sites; safety from fire hazards and measures for fire control; protection of adjacent property from flood or water damages; noise producing elements and glare of the vehicular and stationary lights and effect of such lights on established character of the neighborhood; location, lighting and types of signs and relation of signs to traffic control and adjacent property; street size and adequacy of width for traffic reasonably expected to be generated by the proposed use around the site and in the immediate neighborhood; adequacy of parking as determined by requirements of this ordinance for off-street parking facilities; location of ingress and egress points for parking and off-street loading spaces; protection of public health by surfacing on all parking areas to control dust; the effect on the promotion of health and the general welfare; effect on light and air; the effect on the overcrowding of the land; the effect on the concentration of population; the effect on the transportation, water, sewers, schools, drainage and surface water, parks and other public facilities; and
WHEREAS, the City Council of the City of Irving, Texas, further considered among other things the character of the district and its peculiar suitability for particular uses and with a view to conserve the value of buildings and encourage the most appropriate use of land throughout the City; and

WHEREAS, the City Council of the City of Irving, Texas, does find that there is a public necessity for the zoning change, that the public demands it, that the public interest clearly requires the amendment, that the zoning change does not unreasonably invade the rights of those who bought or improved property with reference to the classification which existed at the time their original investment was made; and

WHEREAS, the City Council of the City of Irving, Texas, does find that the change in zoning helps lessen the congestion in the streets; helps secure safety from fire, panics, floods, and other dangers; promotes health and the general welfare; provides adequate light and air; prevents the overcrowding of land; avoids undue concentration of population; facilitates the adequate provisions of transportation, water, sewers, schools, drainage and surface water, parks and other public requirements; and

WHEREAS, the City Council of the City of Irving, Texas, does find that there is a need for this change in zoning and that there has been a change in conditions in the property adjacent to and in the surrounding area of the subject tract, therefore allowing and requiring this zoning change; and

WHEREAS, the City Council of the City of Irving, Texas, does find that this change in zoning under a site plan district for R-6 uses with a site plan attached will further lessen the congestion in the streets; help secure safety from fire, panics, floods, and other dangers; promote health and general welfare; provide adequate light and air; prevent the overcrowding of land; avoid undue concentration of population; facilitate the adequate provisions of transportation, water, sewers, schools, drainage and surface water, parks and other public requirements;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS:

SECTION 1. That Ordinance No. 2016-9869, adopting the Comprehensive Plan City of Irving, Texas, hereby is amended by changing the designation of the property described in the attached Exhibit A on the Future Land Use Map of the Comprehensive Plan from the Commercial Corridor category to the Residential Neighborhood category, in order to render the Future Land Use Map and the Official Zoning Map, as amended by this ordinance, consistent for the property, for the purpose of promoting the public health, safety, morals and general welfare.

SECTION 2. That City of Irving Ordinance No. 1144 being the 1964 Comprehensive Zoning Ordinance of the City of Irving, Texas, passed on November 5, 1964, be, and the same is amended and changed in that the use of the property described in the attached Exhibit A which is presently zoned R-6 Single Family District Use under Ordinance No. 1144, is changed to S-P-2 Site Plan District Use for R-6 uses under Ordinance No. 1144 of the City of Irving, subject to all the requirements of Ordinance No. 1144 and subject to all the requirements and conditions of Section 1-A of this ordinance.

SECTION 2-A. That the district use on the property described in Section 1 is hereby approved and granted upon the following express conditions:

(1) That development and use shall be in conformance with the site plan attached hereto and made a part hereof for all purposes.

(2) A true copy of the site plan attached hereto shall be retained by the Department of
Planning and Community Development of the City of Irving.

(3) That all means of ingress and egress shall be approved by the Department of Public Works of the City of Irving.

(4) That all paved areas, permanent drives, streets, and drainage structures, if any, shall be constructed in accordance with the standard City of Irving specifications adopted for such purpose, and the same shall be done to the satisfaction of the Department of Public Works of the City of Irving.

The above requirements shall not be construed as conditions precedent to the granting of a zoning change, but shall be construed as conditions precedent to the granting of a building permit and/or certificate of occupancy.

SECTION 3. The City Planner is hereby directed to correct the Official Zoning Maps of the City of Irving, Texas, attached to Ordinance No. 1144.

SECTION 4. That in all other respects the use of the tract or tracts of land hereinabove described shall be subject to all the applicable regulations contained in said City of Irving Zoning Ordinance and all other applicable and pertinent ordinances of the City of Irving.

SECTION 5. That the zoning regulations and districts as herein established have been made in accordance with the comprehensive plan for the purpose of promoting health, safety, morals and the general welfare of the community. They have been designed, with respect to both present conditions and the conditions reasonably anticipated to exist in the foreseeable future, to lessen congestion in the streets; to secure safety from fire, panic, flood, and other dangers; to promote health and the general welfare; to provide adequate light and air; to prevent the overcrowding of land; to avoid undue concentration of population; to facilitate the adequate provision of transportation, water, sewers, schools, drainage and surface water, parks and other public requirements, and to make adequate provisions for the normal business, commercial needs and development of the community. They have been made with reasonable consideration, among other things, for the character of the district, and its peculiar suitability for the particular uses and with a view of conserving the value of buildings and encouraging the most appropriate use of land throughout the community.

SECTION 6. This ordinance shall be cumulative of all other ordinances of the City of Irving affecting zoning and shall not repeal any of the provisions of said ordinances except in those instances where provisions of those ordinances which are in direct conflict with the provisions of this ordinance.

SECTION 7. That the terms and provisions of this ordinance shall be deemed to be severable and that if the validity of the zoning affecting any portion of the tract or tracts of land described herein shall be declared to be invalid, the same shall not affect the validity of the zoning of the balance of the tract or tracts of land described herein.

SECTION 8. That any person, firm or corporation violating any of the terms and provisions of this ordinance shall be subject to the same penalties provided for in Ordinance No. 1144, Zoning Ordinance of the City of Irving, Texas.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS, on June 20, 2019.

__________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

_______________________________
Shanae Jennings
City Secretary

APPROVED AS TO FORM:

_______________________________
Kuruvilla Oommen
City Attorney
EXHIBIT A:

LEGAL DESCRIPTION

ZC19-0029

Being all of Lot 2, Block A, Sand Hills Addition Revised
City of Irving

Property Owner Notification Map
Zoning Case
No. ZC19-0029

200 Ft Notification Boundary

Property Under Consideration For Rezoning
<table>
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<td>JIM SCRIVNER</td>
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<td>WALTER THOMAS</td>
</tr>
</tbody>
</table>

City of Irving

Property Owner Notification List

Zoning Case

No. ZC19-0029
Proposed General Land use:

All uses permitted by Section 52-11 will be allowed and all requirements of Section 52-11, R-6 (Single Family) District of Ordinance #1144 and any other applicable requirements of Ordinance #1144 will be complied with, except:

a) Accessory building on the back of the property shall be no greater than 1,700 square feet, with all dimensions as shown on the site plan. Storage building shall be a maximum of 12 feet tall.
b) Accessory building shall be keyed to match the house and cannot be used for temporary or permanent dwelling purposes.
c) Accessory building may not have a separate utility meter of any type.
d) Metal will be permitted as a surface material of the accessory building—existing.

E. SHADY GROVE ROAD
(VARIABLE WIDTH R.O.W.)

Owner: Jackie H. Brown

Zoning Case # ZC19-0029  S-P-2 for R-6

LEGAL DESCRIPTION
Lot 2, Block A of Sand Hills Addition Revised, an addition to the City of Irving, Dallas County, Texas, according to the plat thereof recorded in Volume 97107, Page 3278, Map Records, Dallas County, Texas.

13,200 sq. ft.

Packet Pg. 453

Attachment: E. Site Plan (10231 : 15 - Zc19-0029)
PUBLIC COMMENT FORM
(Please type or use black ink)

MAY 30 2019
Planning and Community Development Department
PO Box 152288
Irving, Texas 75015-2288

[Signature] I am FOR the requested zoning as explained on the attached public notice for Zoning Case #ZC19-0029.

[Signature] I am AGAINST the requested zoning as explained on the attached public notice for Zoning Case #ZC19-0029.

Date, Location & Time of:
PLANNING & ZONING COMMISSION MEETING:
Monday, June 3, 2019, 7 p.m.
City Hall, 825 W. Irving Blvd., Irving, Texas

CITY COUNCIL MEETING:
Thursday, June 20, 2019, 7 p.m.
City Hall, 825 W. Irving Blvd., Irving, Texas

Name: Jackie Brown
Address: 2434 E. Shady Grove
IRVING, TEXAS 75060
Tax Account (DCAD) Number (if shown on enclosed map):
Signature: Jackie Brown
Date: 5-28-19
Phone (optional):

Please provide comments explaining the reasons for your support or opposition:

THE BUILDING HAS BEEN THERE FOR 40 YEARS.
IT'S ONLY A ZONING CHANGE.

GG
PUBLIC COMMENT FORM  
(Please type or use black ink)  

Planning and Community Development Department  
PO Box 152288  
Irving, Texas 75015-2288  

☐ I am FOR the requested zoning as explained on the attached public notice for Zoning Case #ZC19-0029.  

☐ I am AGAINST the requested zoning as explained on the attached public notice for Zoning Case #ZC19-0029.  

Date, Location & Time of:  

PLANNING & ZONING COMMISSION MEETING:  
Monday, June 3, 2019, 7 p.m.  
City Hall, 825 W. Irving Blvd., Irving, Texas  

CITY COUNCIL MEETING:  
Thursday, June 20, 2019, 7 p.m.  
City Hall, 825 W. Irving Blvd., Irving, Texas  

Name:  
JANICE E. WAGNER  
(please print)  

Address:  
2422 E. Shady Grove Rd.  
IRVING, TX. 75060  

Tax Account (DCAD) Number (if shown on enclosed map):  

Signature:  
JANICE E. WAGNER  

Date:  
6-1-19  

Phone (optional):  
214-704-5894  

Please provide comments explaining the reasons for your support or opposition:  

________________________________________________________________________  
________________________________________________________________________  
________________________________________________________________________  
________________________________________________________________________  
________________________________________________________________________  
________________________________________________________________________  

GG
PUBLIC COMMENT FORM
(Please type or use black ink)

Planning and Community Development Department
PO Box 152288
Irving, Texas  75015-2288

I am FOR the requested zoning as explained on the attached public notice for Zoning Case
#ZC19-0029.

I am AGAINST the requested zoning as explained on the attached public notice for Zoning Case
#ZC19-0029.

Date, Location & Time of:
PLANNING & ZONING
COMMISSION MEETING:
Monday, June 3, 2019, 7 p.m.
City Hall, 825 W. Irving Blvd., Irving, Texas

CITY COUNCIL MEETING:
Thursday, June 20, 2019, 7 p.m.
City Hall, 825 W. Irving Blvd., Irving, Texas

Name:  
Cynthia P. Duncan - Executor for Marjorie C. 

Address:  
2420 E. Shady Brook

IRVING TX 75061

Tax Account (DCAD) Number
(if shown on enclosed map):  
65071885-01011000

Signature:  
Cynthia P. Duncan - executor for Marjorie C.

Date:  
6/3/2019

Phone (optional):  
972-948-8288

Please provide comments explaining the reasons for your support or opposition:

Miss Holt passed away on 12 May, 2019. As the executor
of her estate, and with the approval of all parties
involved, I am in favor of this zoning because
Miss Burns requested it for the purpose of refinancing
her property.

Comprehensive Plan Amendment
FROM “Commercial Corridor” TO “Residential Neighborhood”

Zoning Change
FROM R-6 (Single Family) District

TO S-P-2 (Generalized Site Plan) District for R-6 (Single Family) uses to allow exceptions to the maximum square footage and materials for an existing accessory structure

- This case is scheduled for the Thursday, June 20, 2019 City Council Public Hearing.

Chairwoman Taylor read the item into the record. She then called on the applicant.

Jackie Brown, applicant, gave an overview of the proposed request, adding that the building has been on the property for about 40 years and would like to bring it into compliance.

Chairwoman Taylor called for individuals wishing to speak in favor of this item. There was no one to speak in favor of this item. She then called for individuals wishing to speak in opposition. There was no one to speak in opposition to this item.

Discussion was closed to the floor and returned to the Commission for their consideration and a motion.

Commissioner Burns commended the applicant for coming forward to bring his structure into compliance. He stated that he drove by the property and could not see the structure from the road. He then stated his support.

Commissioner McPhail moved to forward Comprehensive Plan Amendment and Zoning Case #ZC19-0029 to the City Council with a recommendation of approval. Commissioner Burns seconded the motion.

Chairwoman Taylor recognized the motion on the floor. There was no discussion of the motion. The motion carried unanimously.

Ayes: Lorraine Taylor, Charlie Hoedebeck, Michael McPhail, Jack Spurlock, Bruce Burns, Mark Cronenwett, Jamie Patel

Absent: Ernest Richards, Mark Zeske

Discussion Time: 3 minutes
AGENDA ITEM SUMMARY

Meeting: 6/20/2019
Recommending Department: Planning

Ordinance -- Zoning Case #ZC19-0034 - Considering a Zoning Change from R-6 (Single Family) District Uses to S-P-2 (Generalized Site Plan) for R-6 (Single Family) District Uses - Approximately 9,581 Square Feet Located at 3006 New Haven Street - Kenneth Thompson, Applicant/Owner

Administrative Comments

1. The Planning and Zoning Commission Hearing Date and Recommendation: June 3, 2019 – Favorable 7-0 (Commissioners Zeske and Richards, absent).

2. The 2017 Imagine Irving Comprehensive Plan Future Land Use Map recommends Residential Neighborhood uses for this property. The Residential Neighborhood land use category is described as "Predominantly single-family detached homes or duplexes with some mix of non-residential uses, particularly in-home businesses." The proposed zoning change is in conformance with the Comprehensive Plan.

3. The owner is requesting a zoning change to allow exceptions to the maximum square footage for a proposed detached accessory building.

4. The owner recently applied for a building permit for a detached accessory building to be placed in their rear yard for storage. Upon reviewing the plans, the applicant was informed that the size of the building exceeded maximum allowable square footage and would be required to apply for a zoning change to request a variance.

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<th>Requirement</th>
<th>Proposed Building</th>
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<tr>
<td>Max. Size</td>
<td>336 sq. ft. Exceed maximum by 69 sq. ft. (Exception Required)</td>
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<tr>
<td>Max. Height</td>
<td>12’9” Complies</td>
</tr>
<tr>
<td>Building Materials</td>
<td>Smart panel siding with a metal roof Complies</td>
</tr>
<tr>
<td>Use</td>
<td>Storage Storage</td>
</tr>
</tbody>
</table>
Other requirements for accessory structures in an R-6 District | Complies
---|---
5. The owner has added a note to the site plan stipulating that the accessory building shall be keyed to match the house and cannot be used for temporary or permanent dwelling purposes. A note has also been added specifying that the accessory building may not have a separate utility meter of any type.
6. A total of 23 public notices were mailed. Staff has received 1 response in support and none in opposition to this request.
7. Given the small size of the house on a regulation R-6 lot, the relatively small variance to the size of the accessory building, and the distance from adjacent residential properties, staff can support this request.
8. This item supports Strategic Objective 3.5 – Effectively plan and manage land use.

**Recommendation**
The ordinance be adopted per the recommendation of the Planning and Zoning Commission.

**ADDITIONAL COMMENTS:**

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<th>Contract Required:</th>
<th>N/A</th>
<th>Review Completed By:</th>
<th>N/A</th>
</tr>
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<td>Previous Action:</td>
<td>N/A</td>
<td>Council Action:</td>
<td>N/A</td>
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**ATTACHMENTS:**

- A. Exhibit A: Legal Description (PDF)
- B. Vicinity Map (PDF)
- C. Surrounding Zoning Map (PDF)
- D. Property Owner Notification Map and List (PDF)
- E. Site Plan (PDF)
- F. Elevation Drawing (PDF)
- G. Public Comment Form in Support (PDF)
- H. June 3, 2019 Planning Commission Minutes (PDF)

**CURRENT YEAR FINANCIAL IMPACT:**

NONE

**REVISION INFORMATION:**
Prepared: 5/28/2019 12:07 PM by Christina Del Campo
Last Updated: 6/14/2019 09:00 AM by Kenneth Bloom
ORDINANCE NO. (ID # 10232)

ZONING CASE NO. ZC19-0034
ZONING CLASSIFICATION - S-P-2

AN ORDINANCE AMENDING ORDINANCE NO. 1144, THE 1964 COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF IRVING, TEXAS, GRANTING A ZONING CHANGE ON A TRACT OF LAND DESCRIBED AS: A TRACT OF LAND OUT OF THE CARPENTER ROAD ESTATES ADDITION, AND LOCATED AT 3006 NEW HAVEN STREET, MORE FULLY AND COMPLETELY DESCRIBED IN EXHIBIT A ATTACHED HERETO; ORDERING A CHANGE IN THE USE OF SAID PROPERTY FROM R-6 SINGLE FAMILY RESIDENTIAL DISTRICT USE UNDER ORDINANCE NO. 1144, AS AMENDED TO S-P-2 SITE PLAN DISTRICT USE FOR R-6 USES UNDER ORDINANCE NO. 1144, AND ACCORDING TO THE SITE PLAN ATTACHED HERETO AND MADE A PART HEREOF; PROVIDING FOR SPECIAL CONDITIONS AND REGULATIONS RELATIVE TO LAND USE; CORRECTING THE OFFICIAL ZONING MAP ATTACHED TO ORDINANCE NO. 1144; PRESERVING ALL OTHER PORTIONS OF THE ZONING ORDINANCE; DETERMINING THAT THE CHANGE IS IN ACCORDANCE WITH A COMPREHENSIVE PLAN FOR THE PURPOSE OF PROMOTING THE PUBLIC INTEREST, MORALS AND GENERAL WELFARE; PROVIDING THAT THIS ORDINANCE DOES NOT REPEAL OTHER PROVISIONS OF THE ZONING ORDINANCE EXCEPT IN CASES OF DIRECT CONFLICT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING A PENALTY.

WHEREAS, applications were made to amend the 1964 Official Zoning Map, City of Irving, Texas, attached to the 1964 Comprehensive Zoning Ordinance of the City of Irving, Texas, passed on November 5, 1964, by making applications for same with the Planning and Zoning Commission of the City of Irving, Texas, as required by State Statutes and the Zoning Ordinance of the City of Irving, Texas, and all the legal requirements, conditions and prerequisites having been complied with, the cases having come before the City Council of the City of Irving, Texas, after all legal notices, requirements, conditions and prerequisites having been complied with; and

WHEREAS, the City Council of the City of Irving, Texas, at a public hearing called at a regular session of the City Council did consider the following factors in making a determination as to whether these requested changes should be granted or denied; safety of the motoring public and the pedestrians using the facilities in the area immediately surrounding the sites; safety from fire hazards and measures for fire control; protection of adjacent property from flood or water damages; noise producing elements and glare of the vehicular and stationary lights and effect of such lights on established character of the neighborhood; location, lighting and types of signs and relation of signs to traffic control and adjacent property; street size and adequacy of width for traffic reasonably expected to be generated by the proposed use around the site and in the immediate neighborhood; adequacy of parking as determined by requirements of this ordinance for off-street parking facilities; location of ingress and egress points for parking and off-street loading spaces; protection of public health by surfacing on all parking areas to control dust; the effect on the promotion of health and the general welfare; effect on light and air; the effect on the overcrowding of the land; the effect on the concentration of population; the effect on the transportation, water, sewers, schools, drainage and surface water, parks and other public facilities; and

WHEREAS, the City Council of the City of Irving, Texas, further considered among other things the character of the district and its peculiar suitability for particular uses and with a view to conserve the value of buildings and encourage the most appropriate use of land throughout the City; and

WHEREAS, the City Council of the City of Irving, Texas, does find that there is a public
necessity for the zoning change, that the public demands it, that the public interest clearly requires the amendment, that the zoning change does not unreasonably invade the rights of those who bought or improved property with reference to the classification which existed at the time their original investment was made; and

WHEREAS, the City Council of the City of Irving, Texas, does find that the change in zoning helps lessen the congestion in the streets; helps secure safety from fire, panics, floods, and other dangers; promotes health and the general welfare; provides adequate light and air; prevents the overcrowding of land; avoids undue concentration of population; facilitates the adequate provisions of transportation, water, sewers, schools, drainage and surface water, parks and other public requirements; and

WHEREAS, the City Council of the City of Irving, Texas, does find that there is a need for this change in zoning and that there has been a change in conditions in the property adjacent to and in the surrounding area of the subject tract, therefore allowing and requiring this zoning change; and

WHEREAS, the City Council of the City of Irving, Texas, does find that this change in zoning under a site plan district for R-6 uses with a site plan attached will further lessen the congestion in the streets; help secure safety from fire, panics, floods, and other dangers; promote health and general welfare; provide adequate light and air; prevent the overcrowding of land; avoid undue concentration of population; facilitate the adequate provisions of transportation, water, sewers, schools, drainage and surface water, parks and other public requirements;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS:

SECTION 1. That City of Irving Ordinance No. 1144 being the 1964 Comprehensive Zoning Ordinance of the City of Irving, Texas, passed on November 5, 1964, be, and the same is amended and changed in that the use of the property described in the attached Exhibit A which is presently zoned R-6 Single Family District Use under Ordinance No. 1144, is changed to S-P-2 Site Plan District Use for R-6 uses under Ordinance No. 1144 of the City of Irving, subject to all the requirements of Ordinance No. 1144 and subject to all the requirements and conditions of Section 1-A of this ordinance.

SECTION 1-A. That the district use on the property described in Section 1 is hereby approved and granted upon the following express conditions:

(1) That development and use shall be in conformance with the site plan attached hereto and made a part hereof for all purposes.

(2) A true copy of the site plan attached hereto shall be retained by the Department of Planning and Community Development of the City of Irving.

(3) That all means of ingress and egress shall be approved by the Department of Public Works of the City of Irving.

(4) That all paved areas, permanent drives, streets, and drainage structures, if any, shall be constructed in accordance with the standard City of Irving specifications adopted for such purpose, and the same shall be done to the satisfaction of the Department of Public Works of the City of Irving.

The above requirements shall not be construed as conditions precedent to the granting of a zoning change, but shall be construed as conditions precedent to the granting of a building permit and/or certificate of occupancy.

SECTION 2. The City Planner is hereby directed to correct the Official Zoning Maps of the City of Irving, Texas, attached to Ordinance No. 1144.

SECTION 3. That in all other respects the use of the tract or tracts of land hereinabove described shall be subject to all the applicable regulations contained in said City of Irving Zoning
Ordinance and all other applicable and pertinent ordinances of the City of Irving.

SECTION 4. That the zoning regulations and districts as herein established have been made in accordance with the comprehensive plan for the purpose of promoting health, safety, morals and the general welfare of the community. They have been designed, with respect to both present conditions and the conditions reasonably anticipated to exist in the foreseeable future, to lessen congestion in the streets; to secure safety from fire, panic, flood, and other dangers; to promote health and the general welfare; to provide adequate light and air; to prevent the overcrowding of land; to avoid undue concentration of population; to facilitate the adequate provision of transportation, water, sewers, schools, drainage and surface water, parks and other public requirements, and to make adequate provisions for the normal business, commercial needs and development of the community. They have been made with reasonable consideration, among other things, for the character of the district, and its peculiar suitability for the particular uses and with a view of conserving the value of buildings and encouraging the most appropriate use of land throughout the community.

SECTION 5. This ordinance shall be cumulative of all other ordinances of the City of Irving affecting zoning and shall not repeal any of the provisions of said ordinances except in those instances where provisions of those ordinances which are in direct conflict with the provisions of this ordinance.

SECTION 6. That the terms and provisions of this ordinance shall be deemed to be severable and that if the validity of the zoning affecting any portion of the tract or tracts of land described herein shall be declared to be invalid, the same shall not affect the validity of the zoning of the balance of the tract or tracts of land described herein.

SECTION 7. That any person, firm or corporation violating any of the terms and provisions of this ordinance shall be subject to the same penalties provided for in Ordinance No. 1144, Zoning Ordinance of the City of Irving, Texas.
PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS, on June 20, 2019.

________________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

________________________________
Shanae Jennings
City Secretary

APPROVED AS TO FORM:

________________________________
Kuruvilla Oommen
City Attorney
EXHIBIT A:

LEGAL DESCRIPTION

ZC19-0034

Being all of Lot 7, Block 4, Carpenter Road Estates Addition
City of Irving

Vicinity Map
Zoning Case
No. ZC19-0034

Case Location

Date: Apr. 30, 2019

Geographic Information Systems (GIS) Disclaimer/Limitation of Liability: This product is for informational purposes only and may not have been processed for or be suitable for legal, engineering or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries and other geographic features. All data, specifically including the geographic data herein, are provided "as is" without warranty of any kind, either expressed or implied. Use of the information is the sole responsibility of the user.
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<td>JIM SCRIVNER</td>
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All uses permitted by Section 52-11 will be allowed and all requirements of Section 52-11, R-6 (Single Family) District of Ordinance #1144 and any other applicable requirements of Ordinance #1144 will be complied with, except:

a) Accessory building on the back of the property shall be no greater than 336 square feet, with all dimensions as shown on the site plan. It shall be a maximum of 12' 9" feet tall.

b) Accessory building shall be keyed to match the house, and cannot be used for temporary or permanent dwelling purposes.

c) Accessory building may not have a separate utility meter of any type.

NOTE: FENCES OFF LINE AS SHOWN.

Zoning Case #

ZC19-0034

Property Owner:

Kenneth Thompson

SUBSURVEY CERTIFICATION

The undersigned Registered Professional Land Surveyor certifies to purchaser, lender and Title Company as follows: (a) this plat of survey and the property boundaries shown thereon are true representations to scale of the actual property as shown on the plat of survey at the time of the survey, (b) the survey was conducted under the direct supervision of the undersigned, (c) the undersigned warrants that said survey was made according to the principles, standards and ethics of the profession, (d) the survey is in conformity with the standards contained in the "National Standard for the Surveying and Mapping of the Public Lands" and the "National Standard for Surveying and Mapping of Private Lands," (e) the property lines shown are subject to all existing easements and rights-of-way, and (f) the property lines shown were established by metes and bounds survey.
Building Configuration

Order Information

Dealer: Eagle Ridge Barn Builders
Sales Person: Anthony Miller
Order Date: 01/24/2019
Est. Delivery Period: 02/07/2019 - 02/12/2019

Tax Rate: 6.25%
Order Type: Inventory
Order ID: 8138

www.eagleridgebarnbuilders.com
eagleridgebarns@outlook.com
682.231.2701

*Special orders may extend beyond the estimated delivery period.

Customer Information

Name: [Handwritten]
Address: 3006 new haven st
City / State / Zip: Irving / Texas / 75062

Phone: 469.410.2645
Home Phone: [Redacted]
Email: bishomp38@gmail.com

Building Location
Address: 3006 new haven st
City / State / Zip: Irving / Texas / 75062

Customer Signature: [Handwritten]
Date: 02/09/2019

Page 2 of 3
PUBLIC COMMENT FORM
(Please type or use black ink)

Planning and Community Development Department
PO Box 152288
Irving, Texas 75015-2288

X I am FOR the requested zoning as explained on the attached public notice for Zoning Case #ZC19-0034.

I am AGAINST the requested zoning as explained on the attached public notice for Zoning Case #ZC19-0034.

Date, Location & Time of:
PLANNING & ZONING COMMISSION MEETING: Monday, June 3, 2019, 7 p.m.
City Hall, 825 W. Irving Blvd., Irving, Texas

CITY COUNCIL MEETING: Thursday, June 20, 2019, 7 p.m.
City Hall, 825 W. Irving Blvd., Irving, Texas

Name: Norma Ota

Address: 2914 New Haven St.

Tax Account (DCAD) Number (if shown on enclosed map): 320545004004000

Signature:  

Date: 6/4/19

Phone (optional):

Please provide comments explaining the reasons for your support or opposition:

NO COMMENTS

GG

**FROM** R-6 (Single Family) District

**TO** S-P-2 (Generalized Site Plan) District for R-6 (Single Family) uses to allow exceptions to the maximum square footage for a detached accessory structure

- This case is scheduled for the Thursday, June 20, 2019 City Council Public Hearing.

Chairwoman Taylor read the item into the record. She then called on the applicant.

Kenneth Thompson, applicant, gave an overview of the proposed request, adding that he originally had two accessory structures and took them down to add only one of a bigger size.

Chairwoman Taylor called for individuals wishing to speak in favor of this item. There was no one to speak in favor of this item. She then called for individuals wishing to speak in opposition. There was no one to speak in opposition to this item.

Discussion was closed to the floor and returned to the Commission for their consideration and a motion.

Commissioner McPhail moved to forward item #ZC19-0034 to the City Council with a recommendation of approval. Commissioner Burns seconded the motion.

Chairwoman Taylor recognized the motion on the floor. There was no discussion of the motion. The motion carried unanimously.

**Ayes:** Lorraine Taylor, Charlie Hoedebeck, Michael McPhail, Jack Spurlock, Bruce Burns, Mark Cronenwett, Jamie Patel

**Absent:** Ernest Richards, Mark Zeske

Discussion Time: 3 minutes
Ordinance -- Zoning Case #ZC19-0036 - Considering a Zoning Change from S-P-2 (Site Plan) District for FWY (Freeway) District Uses and from S-P-1 (R-AB) Detailed Site Plan for Restaurant with the Attendant Accessory Use of the Sale of Alcoholic Beverages for On-Premises Consumption Uses to FWY (Freeway) District Uses - Approximately 6.85 Acres Located at the Northeast Corner of Highpoint Drive and Meridian Drive - Stantec, Applicant - Blue Star Land, LP; McKinney Corners, Owner

Administrative Comments

1. The Planning and Zoning Commissioner Hearing Date and Recommendation: June 3, 2019 – Favorable 7-0 (Commissioners Zeske and Richards, absent).

2. The 2017 Imagine Irving Comprehensive Plan Future Land Use Map recommends Neighborhood Commercial uses for this property. The Neighborhood Commercial land use category is described as “Mixed-use commercial areas along major corridors with opportunities for residential and commercial infill and reinvestment.” The proposed zoning change is in conformance with the Comprehensive Plan.

3. On September 6, 2001, City Council passed Ordinance No. 7887 rezoning the northern portion of this property to S-P-2 (Generalized Site Plan) for FWY (Freeway) to develop the property with a hotel and restaurants. On November 6, 2008, City Council passed Ordinance No. 2008-9014 rezoning the southern portion of the property to S-P-1 (Detailed Site Plan) for Hotel and R-AB (Restaurant with the attendant accessory use of the sale of alcoholic beverages for on-premises consumption) to develop the property with a hotel. The property is currently vacant and was never developed with any of the uses as proposed on the approved site plans.

4. The property owner is now wishing to develop the property as a commercial mixed use development which will meet the FWY (Freeway) district requirements as well as the State Highway 161 Overlay district requirements. To do so, the applicant is requesting that the entire property be under the same zoning classification.

5. No variances to the FWY (Freeway) or the State Highway 161 Overlay requirements are being requested.

6. A total of eight (8) public notices were mailed. Staff has not received any responses in support or opposition to this case.

7. Since this request is for a commercial mixed use development which complies with the City’s recommended land use for this area, staff can support this request.

8. This item supports Strategic Objective 3.5 – Effectively plan and manage land use.

Recommendation
The ordinance be adopted per the recommendation of the Planning and Zoning Commission.

ADDITIONAL COMMENTS:

Contract Required: N/A  
Previous Action: N/A  
Review Completed By: N/A  
Council Action: N/A

ATTACHMENTS:

- A. Exhibit A: Legal Description (PDF)
- B. Vicinity Map (PDF)
- C. Surrounding Zoning Map (PDF)
- D. Property Owner Notification Map and List (PDF)
- E. June 3, 2019 Planning Commission Minutes (PDF)

CURRENT YEAR FINANCIAL IMPACT:

NONE

REVISION INFORMATION:

Prepared: 5/28/2019 12:13 PM by Christina Del Campo  
Last Updated: 6/14/2019 09:01 AM by Kenneth Bloom
ORDINANCE NO. (ID # 10233)

ZONING CASE NO. ZC19-0036
ZONING CLASSIFICATION – FWY

AN ORDINANCE AMENDING ORDINANCE NO. 1144, THE 1964 COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF IRVING, TEXAS, GRANTING A ZONING CHANGE ON A TRACT OF LAND DESCRIBED AS: A TRACT OF LAND OUT OF THE LAS COLINAS OFFICE PARK, 1ST INSTALLMENT, REVISED ADDITION, AND LOCATED AT THE NORTHEAST CORNER OF HIGHPOINT DRIVE AND MERIDIAN DRIVE, MORE FULLY AND COMPLETELY DESCRIBED IN EXHIBIT A ATTACHED HERETO; ORDERING A CHANGE IN THE USE OF SAID PROPERTY FROM S-P-2 SITE PLAN DISTRICT USE FOR FWY AND HOTEL USES UNDER ORDINANCE NO. 1144, AS AMENDED, AND FROM S-P-1 (R-AB) SITE PLAN DISTRICT USE FOR THE ATTENDANT ACCESSORY USE OF THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISES CONSUMPTION UNDER SECTION 52-49 OF ORDINANCE NO. 1144, AS AMENDED TO FWY FREEWAY DISTRICT USE UNDER ORDINANCE NO. 1144; PROVIDING FOR SPECIAL CONDITIONS AND REGULATIONS RELATIVE TO LAND USE; CORRECTING THE OFFICIAL ZONING MAP ATTACHED TO ORDINANCE NO. 1144; PRESERVING ALL OTHER PORTIONS OF THE ZONING ORDINANCE; DETERMINING THAT THE CHANGE IS IN ACCORDANCE WITH A COMPREHENSIVE PLAN FOR THE PURPOSE OF PROMOTING THE PUBLIC INTEREST, MORALS AND GENERAL WELFARE; PROVIDING THAT THIS ORDINANCE DOES NOT REPEAL OTHER PROVISIONS OF THE ZONING ORDINANCE EXCEPT IN CASES OF DIRECT CONFLICT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING A PENALTY.

WHEREAS, applications were made to amend the 1964 Official Zoning Map, City of Irving, Texas, attached to the 1964 Comprehensive Zoning Ordinance of the City of Irving, Texas, passed on November 5, 1964, by making applications for same with the Planning and Zoning Commission of the City of Irving, Texas, as required by State Statutes and the Zoning Ordinance of the City of Irving, Texas, and all the legal requirements, conditions and prerequisites having been complied with, the cases having come before the City Council of the City of Irving, Texas, after all legal notices, requirements, conditions and prerequisites having been complied with; and

WHEREAS, the City Council of the City of Irving, Texas, at a public hearing called at a regular session of the City Council did consider the following factors in making a determination as to whether these requested changes should be granted or denied; safety of the motoring public and the pedestrians using the facilities in the area immediately surrounding the sites; safety from fire hazards and measures for fire control; protection of adjacent property from flood or water damages; noise producing elements and glare of the vehicular and stationary lights and effect of such lights on established character of the neighborhood; location, lighting and types of signs and relation of signs to traffic control and adjacent property; street size and adequacy of width for traffic reasonably expected to be generated by the proposed use around the site and in the immediate neighborhood; adequacy of parking as determined by requirements of this ordinance for off-street parking facilities; location of ingress and egress points for parking and off-street loading spaces; protection of public health by surfacing on all parking areas to control dust; the effect on the promotion of health and the general welfare; effect on light and air; the effect on the overcrowding of the land; the effect on the concentration of population; the effect on the transportation, water, sewers, schools, drainage and surface water, parks and other public facilities; and
WHEREAS, the City Council of the City of Irving, Texas, further considered among other things the character of the district and its peculiar suitability for particular uses and with a view to conserve the value of buildings and encourage the most appropriate use of land throughout the City; and

WHEREAS, the City Council of the City of Irving, Texas, does find that there is a public necessity for the zoning change, that the public demands it, that the public interest clearly requires the amendment, that the zoning change does not unreasonably invade the rights of those who bought or improved property with reference to the classification which existed at the time their original investment was made; and

WHEREAS, the City Council of the City of Irving, Texas, does find that the change in zoning helps lessen the congestion in the streets; helps secure safety from fire, panics, floods, and other dangers; promotes health and the general welfare; provides adequate light and air; prevents the overcrowding of land; avoids undue concentration of population; facilitates the adequate provisions of transportation, water, sewers, schools, drainage and surface water, parks and other public requirements; and

WHEREAS, the City Council of the City of Irving, Texas, does find that there is a need for this change in zoning and that there has been a change in conditions in the property adjacent to and in the surrounding area of the subject tract, therefore allowing and requiring this zoning change; and

WHEREAS, the City Council of the City of Irving, Texas, does find that this change in zoning under FWY Freeway District use will further lessen the congestion in the streets; help secure safety from fire, panics, floods, and other dangers; promote health and general welfare; provide adequate light and air; prevent the overcrowding of land; avoid undue concentration of population; facilitate the adequate provisions of transportation, water, sewers, schools, drainage and surface water, parks and other public requirements;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS:

SECTION 1. That City of Irving Ordinance No. 1144 being the 1964 Comprehensive Zoning Ordinance of the City of Irving, Texas, passed on November 5, 1964, be, and the same is amended and changed in that the use of the property described in the attached Exhibit A which is presently zoned S-P-2 Site Plan District Use for FWY and Hotel uses under Ordinance No. 1144, as amended, and from S-P-1 (R-AB) Site Plan District Use for the Attendant Accessory Use of the Sale of Alcoholic Beverages for On-Premises Consumption under section 52-49 of Ordinance No. 1144, as amended is changed to FWY Freeway District Use under Ordinance No. 1144 of the City of Irving, subject to all the requirements of Ordinance No. 1144 and subject to all the requirements and conditions of Section 1-A of this ordinance.

SECTION 1-A. That the district use on the property described in Section 1 is hereby approved and granted upon the following express conditions:

(1) That all means of ingress and egress shall be approved by the Department of Public Works of the City of Irving.

(2) That all paved areas, permanent drives, streets, and drainage structures, if any, shall be constructed in accordance with the standard City of Irving specifications adopted for such purpose, and the same shall be done to the satisfaction of the Department of Public Works of the City of Irving.
The above requirements shall not be construed as conditions precedent to the granting of a zoning change, but shall be construed as conditions precedent to the granting of a building permit and/or certificate of occupancy.

SECTION 2. The City Planner is hereby directed to correct the Official Zoning Maps of the City of Irving, Texas, attached to Ordinance No. 1144.

SECTION 3. That in all other respects the use of the tract or tracts of land hereinabove described shall be subject to all the applicable regulations contained in said City of Irving Zoning Ordinance and all other applicable and pertinent ordinances of the City of Irving.

SECTION 4. That the zoning regulations and districts as herein established have been made in accordance with the comprehensive plan for the purpose of promoting health, safety, morals and the general welfare of the community. They have been designed, with respect to both present conditions and the conditions reasonably anticipated to exist in the foreseeable future, to lessen congestion in the streets; to secure safety from fire, panic, flood, and other dangers; to promote health and the general welfare; to provide adequate light and air; to prevent the overcrowding of land; to avoid undue concentration of population; to facilitate the adequate provision of transportation, water, sewers, schools, drainage and surface water, parks and other public requirements, and to make adequate provisions for the normal business, commercial needs and development of the community. They have been made with reasonable consideration, among other things, for the character of the district, and its peculiar suitability for the particular uses and with a view of conserving the value of buildings and encouraging the most appropriate use of land throughout the community.

SECTION 5. This ordinance shall be cumulative of all other ordinances of the City of Irving affecting zoning and shall not repeal any of the provisions of said ordinances except in those instances where provisions of those ordinances which are in direct conflict with the provisions of this ordinance.

SECTION 6. That the terms and provisions of this ordinance shall be deemed to be severable and that if the validity of the zoning affecting any portion of the tract or tracts of land described herein shall be declared to be invalid, the same shall not affect the validity of the zoning of the balance of the tract or tracts of land described herein.

SECTION 7. That any person, firm or corporation violating any of the terms and provisions of this ordinance shall be subject to the same penalties provided for in Ordinance No. 1144, Zoning Ordinance of the City of Irving, Texas.
PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS, on June 20, 2019.

________________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

_______________________________
Shanae Jennings
City Secretary

APPROVED AS TO FORM:

_______________________________
Kuruvilla Oommen
City Attorney
EXHIBIT A: LEGAL DESCRIPTION
ZONING CASE ZC19-0036


THENCE NORTH 46° 09' 46" WEST ALONG SAID CORNER CLIP, A DISTANCE OF 28.55 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS POINT BEARING SOUTH 87° 41' 51" WEST, A DISTANCE OF 984.93 FEET AND BEING IN THE EAST RIGHT-OF-WAY LINE OF SAID HIGH POINT DRIVE;

THENCE ALONG THE EAST RIGHT-OF-WAY LINE OF SAID HIGH POINT DRIVE THE FOLLOWING:

WITH SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 07° 16' 31" FOR AN ARC LENGTH OF 125.06 FEET, HAVING A CHORD BEARING OF NORTH 05° 56' 25" WEST AND A CHORD DISTANCE OF 124.98 FEET TO A POINT OF REVERSE CURVATURE TO THE RIGHT HAVING A RADIUS OF 821.41 FEET;

WITH SAID REVERSE CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 37° 45' 16" FOR AN ARC LENGTH OF 541.26 FEET, HAVING A CHORD BEARING OF NORTH 9° 17' 58" EAST AND A CHORD DISTANCE OF 531.52 FEET TO THE POINT OF TANGENCY OF SAID REVERSE CURVE;

NORTH 41° 39' 19" EAST, A DISTANCE OF 2.11 FEET TO THE MOST NORTHERLY CORNER OF SAID LOT 2B, BLOCK A ALSO BEING IN THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY 114, ALSO KNOWN AS JOHN W. CARPENTER FREEWAY (VARIABLE WIDTH PUBLIC-RIGHT-OF-WAY);

THENCE ALONG THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SAID STATE HIGHWAY 114 THE FOLLOWING:

SOUTH 63° 00' 31" EAST, A DISTANCE OF 152.65 FEET TO A POINT FOR CORNER;

SOUTH 57° 08' 07" EAST, A DISTANCE OF 502.35 FEET TO THE NORTH END OF A CORNER CLIP AT THE INTERSECTION OF THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SAID STATE HIGHWAY 114 AND THE NORTHWESTERLY RIGHT OF WAY LINE OF SAID MERIDIAN DRIVE;

SOUTH 12° 08' 07" EAST, ALONG SAID CORNER CLIP, A DISTANCE OF 28.28 FEET TO THE SOUTH END OF SAID CORNER CLIP ALSO BEING IN THE NORTHWESTERLY RIGHT OF WAY LINE OF SAID MERIDIAN DRIVE;

V:\2222\value\222210584\Survey\Descriptions\Zoning_descriptions_3-2017\10601v_ex_zoning_desc_6_85_ac-3-23-17.docx
THENCE ALONG THE NORTHWESTERLY RIGHT OF WAY LINE OF SAID MERIDIAN DRIVE THE FOLLOWING:

SOUTH 32° 51' 53" WEST, A DISTANCE OF 153.69 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 370.00 FEET;

WITH SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 56° 32' 19" FOR AN ARC LENGTH OF 365.11 FEET, HAVING A CHORD BEARING OF SOUTH 61° 08' 02" WEST AND A CHORD DISTANCE OF 350.48 FEET TO THE POINT OF TANGENCY OF SAID CURVE;

SOUTH 89° 24' 10" WEST, A DISTANCE OF 227.37 FEET TO THE POINT OF BEGINNING;

CONTAINING A COMPUTED AREA OF 6.85 ACRES OR 298,300 SQUARE FEET OF LAND, MORE OR LESS.

NOTES:
THIS DOCUMENT WAS PREPARED UNDER 22 TAC §663.21, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT IS PREPARED.

BEARINGS CALLED FOR HEREIN ARE BASED ON THE PLAT OF "LOT 2A, 2B, 2C AND 2D, BLOCK A, LAS COLINAS OFFICE PARK, 1ST INSTALLMENT, REPLAT, REVISED", AN ADDITION TO THE CITY OF IRVING, DALLAS COUNTY, TEXAS ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2001235, PAGE 0127, DEED RECORDS OF DALLAS COUNTY, TEXAS, (D.R.D.C.T.)

THE BOUNDARY DESCRIBED HEREIN IS DERIVED FROM THE RECORD DESCRIPTION OF THE PROPERTY. SAID PROPERTY BEING ALL OF THAT CALLED 2.84 ACRES TRACT OF LAND DESIGNATED AS TRACT III AND DESCRIBED IN THE SPECIAL WARRANTY DEED TO BLUE STAR LAND. L.P. RECORDED IN INSTRUMENT NUMBER 201000203046, O.P.R.D.C.T. AND BEING ALL OF THAT CALLED 4.01 ACRES TRACT OF LAND DESCRIBED IN THE SPECIAL WARRANTY DEED TO Q HOTELS, LLC RECORDED IN INSTRUMENT NUMBER 20070462816, O.P.R.D.C.T., AS SHOWN ON THE DALLAS CENTRAL APPRAISAL DISTRICT WEBSITE. SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS, WHICH AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.
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City of Irving
Property Owner Notification List
Zoning Case
No. ZC19-0036

FROM S-P-2 (Generalized Site Plan) District for FWY (Freeway) District uses including Hotel & related uses and S-P-1 (Detailed Site Plan) for R-AB (Restaurant with the Attendant Accessory Use of the Sale of Alcoholic Beverages for On-Premises Consumption) uses

TO FWY (Freeway) District

- This case is scheduled for the Thursday, June 20, 2019 City Council Public Hearing.

Chairwoman Taylor read the item into the record. She then called on the applicant.

Shai Ross, 12222 Merit Drive, Suite 400, applicant’s representative, gave an overview of the proposed request.

Chairwoman Taylor called for individuals wishing to speak in favor of this item. There was no one to speak in favor of this item. She then called for individuals wishing to speak in opposition. There was no one to speak in opposition to this item.

Discussion was closed to the floor and returned to the Commission for their consideration and a motion.

Kenneth Bloom, Urban Development Manager, stated that staff was not aware that the applicant wished to extend the 161 Overlay District to the entire lots in question; therefore, since it has not been advertised that way, the vote tonight is only for FWY District for the entire property.

Commissioner Cronenwett asked the applicant to explain the use of the property. Ms. Uyse responded that the current plan is for a mixed use district; office in the front, and accessory uses in the back.

Chairwoman Taylor asked staff if there were major differences between the FWY (Freeway) District and the 161 Overlay District. Mr. Bloom responded that there were not because the applicant would still be subject to comply with the Commercial Development Standards and Landscape Ordinances.

Commissioner Burns moved to forward item #ZC19-0036 to the City Council with a recommendation of approval. Commissioner McPhail seconded the motion.

Chairwoman Taylor recognized the motion on the floor. There was no discussion of the motion. The motion carried unanimously.

**Ayes:** Lorraine Taylor, Charlie Hoedebeck, Michael McPhail, Jack Spurlock, Bruce Burns, Mark Cronenwett, Jamie Patel

**Absent:** Ernest Richards, Mark Zeske

Discussion Time: 6 minutes
Ordinance -- Zoning Case #ZC19-0037 - Considering a Zoning Change from S-P-2 (Site Plan) District for FWY (Freeway) District Uses to FWY (Freeway) District - Approximately 3.67 Acres Located at 1300 Meridian Drive - Stantec, Applicant - Blue Star Land, LP; McKinney Corners, Owner

Administrative Comments

1. The Planning and Zoning Commission Hearing Date and Recommendation: June 3, 2019 – Favorable 7-0 (Commissioners Zeske and Richards, absent).

2. The 2017 Imagine Irving Comprehensive Plan Future Land Use Map recommends Neighborhood Commercial uses for this property. The Neighborhood Commercial land use category is described as “Mixed-use commercial areas along major corridors with opportunities for residential and commercial infill and reinvestment.” The proposed zoning change is in conformance with the Comprehensive Plan.

3. On June 21, 1984, City Council passed Ordinance No. 4446 rezoning this property to S-P-2 (Generalized Site Plan) for FWY (Freeway) to develop the property with mixed commercial uses. The property is currently vacant and has never been developed.

4. The property owner is now wishing to develop the property as a commercial mixed use development which will meet the FWY (Freeway) district requirements as well as the State Highway 161 Overlay district requirements.

5. No variances to the FWY (Freeway) or the State Highway 161 Overlay requirements are being requested.

6. A total of nine (9) public notices were mailed. Staff has not received any responses in support or in opposition to this request.

7. Since this request is primary for the same underlying zoning of the site plan zoning for a commercial mixed use development which complies with the city’s recommended land use for this area, staff can support this request.

8. This item supports Strategic Objective 3.5 – Effectively plan and manage land use.

Recommendation

The ordinance be adopted per the recommendation of the Planning and Zoning Commission.

ADDITIONAL COMMENTS:

Contract Required: N/A  Review Completed By: N/A
Previous Action: N/A  Council Action: N/A
ATTACHMENTS:

- A. Exhibit A: Legal Description (PDF)
- B. Vicinity Map (PDF)
- C. Surrounding Zoning Map (PDF)
- D. Property Owner Notification Map and List (PDF)
- E. June 3, 2019 Planning Commission Minutes (PDF)

CURRENT YEAR FINANCIAL IMPACT:

NONE

REVISION INFORMATION:

Prepared: 5/28/2019 12:17 PM by Christina Del Campo
Last Updated: 6/14/2019 09:01 AM by Kenneth Bloom
ORDINANCE NO. (ID # 10234)

ZONING CASE NO. ZC19-0037
ZONING CLASSIFICATION – FWY

AN ORDINANCE AMENDING ORDINANCE NO. 1144, THE 1964 COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF IRVING, TEXAS, GRANTING A ZONING CHANGE ON A TRACT OF LAND DESCRIBED AS: A TRACT OF LAND OUT OF THE LAKERIDGE ADDITION, AND LOCATED AT 1300 MERIDIAN DRIVE, MORE FULLY AND COMPLETELY DESCRIBED IN EXHIBIT A ATTACHED HERETO; ORDERING A CHANGE IN THE USE OF SAID PROPERTY FROM S-P-2 SITE PLAN DISTRICT USE FOR FWY USES UNDER ORDINANCE NO. 1144, AS AMENDED TO FWY FREEWAY DISTRICT USE UNDER ORDINANCE NO. 1144; PROVIDING FOR SPECIAL CONDITIONS AND REGULATIONS RELATIVE TO LAND USE; CORRECTING THE OFFICIAL ZONING MAP ATTACHED TO ORDINANCE NO. 1144; PRESERVING ALL OTHER PORTIONS OF THE ZONING ORDINANCE; DETERMINING THAT THE CHANGE IS IN ACCORDANCE WITH A COMPREHENSIVE PLAN FOR THE PURPOSE OF PROMOTING THE PUBLIC INTEREST, MORALS AND GENERAL WELFARE; PROVIDING THAT THIS ORDINANCE DOES NOT REPEAL OTHER PROVISIONS OF THE ZONING ORDINANCE EXCEPT IN CASES OF DIRECT CONFLICT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING A PENALTY.

WHEREAS, applications were made to amend the 1964 Official Zoning Map, City of Irving, Texas, attached to the 1964 Comprehensive Zoning Ordinance of the City of Irving, Texas, passed on November 5, 1964, by making applications for same with the Planning and Zoning Commission of the City of Irving, Texas, as required by State Statutes and the Zoning Ordinance of the City of Irving, Texas, and all the legal requirements, conditions and prerequisites having been complied with, the cases having come before the City Council of the City of Irving, Texas, after all legal notices, requirements, conditions and prerequisites having been complied with; and

WHEREAS, the City Council of the City of Irving, Texas, at a public hearing called at a regular session of the City Council did consider the following factors in making a determination as to whether these requested changes should be granted or denied; safety of the motoring public and the pedestrians using the facilities in the area immediately surrounding the sites; safety from fire hazards and measures for fire control; protection of adjacent property from flood or water damages; noise producing elements and glare of the vehicular and stationary lights and effect of such lights on established character of the neighborhood; location, lighting and types of signs and relation of signs to traffic control and adjacent property; street size and adequacy of width for traffic reasonably expected to be generated by the proposed use around the site and in the immediate neighborhood; adequacy of parking as determined by requirements of this ordinance for off-street parking facilities; location of ingress and egress points for parking and off-street loading spaces; protection of public health by surfacing on all parking areas to control dust; the effect on the promotion of health and the general welfare; effect on light and air; the effect on the overcrowding of the land; the effect on the concentration of population; the effect on the transportation, water, sewers, schools, drainage and surface water, parks and other public facilities; and

WHEREAS, the City Council of the City of Irving, Texas, further considered among other things the character of the district and its peculiar suitability for particular uses and with a view to conserve the value of buildings and encourage the most appropriate use of land throughout the City; and
WHEREAS, the City Council of the City of Irving, Texas, does find that there is a public necessity for the zoning change, that the public demands it, that the public interest clearly requires the amendment, that the zoning change does not unreasonably invade the rights of those who bought or improved property with reference to the classification which existed at the time their original investment was made; and

WHEREAS, the City Council of the City of Irving, Texas, does find that the change in zoning helps lessen the congestion in the streets; helps secure safety from fire, panics, floods, and other dangers; promotes health and the general welfare; provides adequate light and air; prevents the overcrowding of land; avoids undue concentration of population; facilitates the adequate provisions of transportation, water, sewers, schools, drainage and surface water, parks and other public requirements; and

WHEREAS, the City Council of the City of Irving, Texas, does find that there is a need for this change in zoning and that there has been a change in conditions in the property adjacent to and in the surrounding area of the subject tract, therefore allowing and requiring this zoning change; and

WHEREAS, the City Council of the City of Irving, Texas, does find that this change in zoning under FWY Freeway District use will further lessen the congestion in the streets; help secure safety from fire, panics, floods, and other dangers; promote health and general welfare; provide adequate light and air; prevent the overcrowding of land; avoid undue concentration of population; facilitate the adequate provisions of transportation, water, sewers, schools, drainage and surface water, parks and other public requirements;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS:

SECTION 1. That City of Irving Ordinance No. 1144 being the 1964 Comprehensive Zoning Ordinance of the City of Irving, Texas, passed on November 5, 1964, be, and the same is amended and changed in that the use of the property described in the attached Exhibit A which is presently zoned S-P-2 Site Plan District Use for FWY uses under Ordinance No. 1144, as amended is changed to FWY Freeway District Use under Ordinance No. 1144 of the City of Irving, subject to all the requirements of Ordinance No. 1144 and subject to all the requirements and conditions of Section 1-A of this ordinance.

SECTION 1-A. That the district use on the property described in Section 1 is hereby approved and granted upon the following express conditions:

(1) That all means of ingress and egress shall be approved by the Department of Public Works of the City of Irving.

(2) That all paved areas, permanent drives, streets, and drainage structures, if any, shall be constructed in accordance with the standard City of Irving specifications adopted for such purpose, and the same shall be done to the satisfaction of the Department of Public Works of the City of Irving.

The above requirements shall not be construed as conditions precedent to the granting of a zoning change, but shall be construed as conditions precedent to the granting of a building permit and/or certificate of occupancy.

SECTION 2. The City Planner is hereby directed to correct the Official Zoning Maps of the City of Irving, Texas, attached to Ordinance No. 1144.

SECTION 3. That in all other respects the use of the tract or tracts of land hereinabove
described shall be subject to all the applicable regulations contained in said City of Irving Zoning Ordinance and all other applicable and pertinent ordinances of the City of Irving.

SECTION 4. That the zoning regulations and districts as herein established have been made in accordance with the comprehensive plan for the purpose of promoting health, safety, morals and the general welfare of the community. They have been designed, with respect to both present conditions and the conditions reasonably anticipated to exist in the foreseeable future, to lessen congestion in the streets; to secure safety from fire, panic, flood, and other dangers; to promote health and the general welfare; to provide adequate light and air; to prevent the overcrowding of land; to avoid undue concentration of population; to facilitate the adequate provision of transportation, water, sewers, schools, drainage and surface water, parks and other public requirements, and to make adequate provisions for the normal business, commercial needs and development of the community. They have been made with reasonable consideration, among other things, for the character of the district, and its peculiar suitability for the particular uses and with a view of conserving the value of buildings and encouraging the most appropriate use of land throughout the community.

SECTION 5. This ordinance shall be cumulative of all other ordinances of the City of Irving affecting zoning and shall not repeal any of the provisions of said ordinances except in those instances where provisions of those ordinances which are in direct conflict with the provisions of this ordinance.

SECTION 6. That the terms and provisions of this ordinance shall be deemed to be severable and that if the validity of the zoning affecting any portion of the tract or tracts of land described herein shall be declared to be invalid, the same shall not affect the validity of the zoning of the balance of the tract or tracts of land described herein.

SECTION 7. That any person, firm or corporation violating any of the terms and provisions of this ordinance shall be subject to the same penalties provided for in Ordinance No. 1144, Zoning Ordinance of the City of Irving, Texas.
PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS, on June 20, 2019.

_______________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

_______________________________
Shanae Jennings
City Secretary

APPROVED AS TO FORM:

_______________________________
Kuruvilla Oommen
City Attorney
EXHIBIT A: LEGAL DESCRIPTION
ZONING CASE ZC19-0037

BEING A 3.67 ACRE TRACT OF LAND SITUATED IN THE D.W. BARNETT SURVEY, ABSTRACT NO. 216, CITY OF IRVING, DALLAS COUNTY, TEXAS, AND BEING ALL OF LOT 2, BLOCK A OF LAKERIDGE ADDITION, BLOCK A, LOT 1 AND LOT 2 AN ADDITION TO THE CITY OF IRVING, DALLAS COUNTY, TEXAS ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2004133, PAGE 0044, DEED RECORDS OF DALLAS COUNTY, TEXAS, (D.R.D.C.T.) AND BEING ALL OF THAT CALLED 3.67 ACRE TRACT OF LAND DESIGNATED AS TRACT II IN THE SPECIAL WARRANTY DEED TO BLUE STAR LAND, L.P. RECORDED IN INSTRUMENT NUMBER 201000203046, OFFICIAL PUBLIC RECORDS OF DALLAS COUNTY, TEXAS (O.P.R.D.C.T.), SAID 3.67 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:


THENCE NORTH 77° 51' 53" EAST ALONG SAID CORNER CLIP A DISTANCE OF 28.28 FEET TO THE EAST END OF SAID CORNER CLIP, ALSO BEING IN THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SAID STATE HIGHWAY 114;

THENCE ALONG THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SAID STATE HIGHWAY 114 THE FOLLOWING CALLS:

SOUTH 57° 08' 07" EAST, A DISTANCE OF 189.23 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 2,903.78 FEET;

SOUTHEASTERLY WITH SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 05° 51' 58" FOR AN ARC LENGTH OF 297.30 FEET, HAVING A CHORD BEARING OF SOUTH 60° 04' 06" EAST AND A CHORD DISTANCE OF 297.17 FEET TO A POINT FOR THE MOST EASTERLY CORNER OF SAID LOT 2, BLOCK A, SAME BEING A CORNER OF A CALLED 11.438 ACRE TRACT OF LAND DESCRIBED IN THE SPECIAL WARRANTY DEED TO DALLAS COUNTY MUNICIPAL UTILITY, DISTRICT NO. 1 RECORDED IN VOLUME 84010, PAGE 5043, D.R.D.C.T.;

THENCE DEPARTING THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SAID STATE HIGHWAY 114 AND ALONG THE COMMON LINE OF SAID LOT 2, BLOCK A AND SAID CALLED 11.438 ACRE TRACT OF LAND, THE FOLLOWING CALLS:

SOUTH 32° 54' 17" WEST, A DISTANCE OF 2.21 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 350.00 FEET;

SOUTHWESTERLY WITH SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 26° 26' 53" FOR AN ARC LENGTH OF 161.56 FEET, HAVING A CHORD BEARING OF SOUTH 82° 16' 41" WEST AND A CHORD DISTANCE OF 160.13 FEET TO THE POINT OF TANGENCY OF SAID CURVE;

SOUTH 69° 03' 14" WEST, A DISTANCE OF 514.21 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 65.97 FEET;

SOUTHWESTERLY WITH SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 42° 32' 37" FOR AN ARC LENGTH OF 48.98 FEET, HAVING A CHORD BEARING OF SOUTH 47° 46' 49" WEST AND A CHORD DISTANCE OF 47.87 FEET TO THE MOST SOUTHERLY CORNER OF SAID LOT 2, BLOCK A, SAME BEING THE MOST EASTERLY CORNER OF SAID LOT 1, BLOCK A OF SAID LAKERIDGE ADDITION, BLOCK A, LOT 1 AND LOT 2;

THENCE ALONG THE COMMON LINE OF SAID LOT 1, BLOCK A AND LOT 2, BLOCK A, THE FOLLOWING CALLS:
EXHIBIT A: LEGAL DESCRIPTION
ZONING CASE ZC19-0037

NORTH 63° 15' 41" WEST, A DISTANCE OF 29.82 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 210.16 FEET;

NORTHWESTERLY WITH SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 53° 22' 58" FOR AN ARC LENGTH OF 195.81 FEET, HAVING A CHORD BEARING OF NORTH 36° 34' 07" WEST AND A CHORD DISTANCE OF 188.80 FEET TO A POINT FOR THE MOST WESTERLY CORNER OF SAID LOT 2, BLOCK A, SAME BEING THE NORTHEAST CORNER OF SAID LOT 1, BLOCK A AND BEING IN THE SOUTHEASTERLY RIGHT OF WAY LINE OF SAID MERIDIAN DRIVE AND ALSO BEING THE POINT OF CURVATURE OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS POINT WHICH BEARS NORTH 09° 54' 53" WEST A DISTANCE OF 430.00 FEET;

THENCE ALONG THE SOUTHEASTERLY RIGHT OF WAY LINE OF SAID MERIDIAN DRIVE THE FOLLOWING CALLS:

NORTHEASTERLY WITH SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 47° 13' 14" FOR AN ARC LENGTH OF 354.39 FEET, HAVING A CHORD BEARING OF NORTH 56° 28' 30" EAST AND A CHORD DISTANCE OF 344.44 FEET TO A POINT FOR CORNER;

NORTH 32° 51' 53" EAST, A DISTANCE OF 153.69 FEET TO THE POINT OF BEGINNING;

CONTAINING A COMPUTED AREA OF 3.67 ACRES OR 159,689 SQUARE FEET OF LAND, MORE OR LESS.

NOTES:

BEARINGS CALLED FOR HEREIN ARE BASED ON THE PLAT OF LAKERIDGE ADDITION, BLOCK A, LOT 1 AND LOT 2, AN ADDITION TO THE CITY OF IRVING, DALLAS COUNTY, TEXAS ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2004133, PAGE 0044, D.R.D.C.T.

THIS DOCUMENT WAS PREPARED UNDER 22 TAC §663.21, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT IS PREPARED.
<table>
<thead>
<tr>
<th>Label_Num</th>
<th>DCAD_ID</th>
<th>OWNER_NAME</th>
<th>OWNERADDRESS_LINE_1</th>
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<tr>
<td>1</td>
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<td>BLUE STAR LAND</td>
<td></td>
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<tr>
<td>2</td>
<td>3225540000A002D0000</td>
<td>BLUE STAR LAND</td>
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<td>3</td>
<td>3232259000A02A0000</td>
<td>QHOTELS LLC</td>
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<td>4</td>
<td>3225540000A0010000</td>
<td>LAKERIDGE REALTY LP</td>
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<td>5</td>
<td>65021654010010100</td>
<td>DALLAS COUNTY U R D</td>
<td>% KEN HEFFLEY</td>
</tr>
<tr>
<td>6</td>
<td>Parcel 3</td>
<td>BLUE STAR &amp;</td>
<td>MCKINNEY CORNERS</td>
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<td>7</td>
<td>&lt;Null&gt;</td>
<td>LAS COLINAS ASSO</td>
<td>% HAMMOND PEROT</td>
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<tr>
<td>8</td>
<td>&lt;Null&gt;</td>
<td>C-FB ISD</td>
<td>% TONYA TILLMAN</td>
</tr>
<tr>
<td>9</td>
<td>&lt;Null&gt;</td>
<td>C-FB ISD</td>
<td>% DAVID FINLEY</td>
</tr>
</tbody>
</table>

FROM S-P-2 (Generalized Site Plan) District for FWY (Freeway) District

TO FWY (Freeway) District

- This case is scheduled for the Thursday, June 20, 2019 City Council Public Hearing.

Chairwoman Taylor read the item into the record. She then called on the applicant.

Shai Ross, 12222 Merit Drive, Suite 400, applicant’s representative, gave an overview of the proposed request.

Chairwoman Taylor called for individuals wishing to speak in favor of this item. There was no one to speak in favor of this item. She then called for individuals wishing to speak in opposition. There was no one to speak in opposition to this item.

Discussion was closed to the floor and returned to the Commission for their consideration and a motion.

Commissioner McPhail moved to forward item #ZC19-0037 to the City Council with a recommendation of approval. Commissioner Burns seconded the motion.

Chairwoman Taylor recognized the motion on the floor. There was no discussion of the motion. The motion carried unanimously.

**Ayes:** Lorraine Taylor, Charlie Hoedebeck, Michael McPhail, Jack Spurlock, Bruce Burns, Mark Cronenwett, Jamie Patel

**Absent:** Ernest Richards, Mark Zeske

Discussion Time: 3 minutes

There was no other business before the Commission and the meeting was adjourned at 9:05 p.m.
Resolution -- Appointments to the Irving Flood Control District Section I and Irving Flood Control District Section III to Unexpired Terms

Administrative Comments
1. This item is recommended by the City Secretary’s Office.
2. Impact: Appointment of Irving residents or qualified members to boards and commissions assures that our residents have a voice in city government.
3. The positions under consideration include one appointment to Irving Flood Control District, Section I (IFCD I) and one appointment to Irving Flood Control District, Section III (IFCD III).

Recommendation
The resolution be approved.

ADDITIONAL COMMENTS:

Contract Required: N/A  Review Completed By:
Previous Action: N/A  Council Action:

Discretionary Contract Disclosure Form Required: N/A
Certificate of Interested Parties (Form 1295) Required: N/A
TGC 2270 Verification Form Required: N/A

Frederick Talbot, IFCD I, resigned due to a change in job location.
Jacky Knox, General Manager for the IFCD I Board, submitted a recommendation letter to appoint Ryan Baker.

Neha Kunte, IFCD III, resigned due to a change in residence and no longer lives in the district.
Jacky Knox, General Manager for the IFCD III Board, submitted a recommendation letter to appoint Anna Arceo.

ATTACHMENTS:

IFCD I Recommendation  (PDF)
IFCD III Recommendation  (PDF)

CURRENT YEAR FINANCIAL IMPACT:

N/A

REVISION INFORMATION:
Prepared: 6/7/2019 06:00 PM by Cecilia Castillo
Last Updated: 6/12/2019 05:15 PM by Cecilia Castillo
BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS:

SECTION I. THAT the following individual be appointed as a member of the Irving Flood Control District Section I:

Ryan Baker

said term of office expiring January 2020.

As a result of the appointment heretofore stated, the Irving Flood Control District Section I is represented by the following:

<table>
<thead>
<tr>
<th>Term Expiration</th>
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<tbody>
<tr>
<td>Robert Galecke</td>
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<td>Richard Duge</td>
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<tr>
<td>Jon Schneider</td>
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<tr>
<td>Jim McGovern</td>
</tr>
<tr>
<td>Shawn Davies</td>
</tr>
<tr>
<td>Stephen LaMure</td>
</tr>
<tr>
<td>Ryan Baker</td>
</tr>
</tbody>
</table>

SECTION II. THAT the following individual be appointed as a member of the Irving Flood Control District Section III:

Anna Arceo

said term of office expiring January 2020.

As a result of the appointment heretofore stated, the Irving Flood Control District Section III is represented by the following:

<table>
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<tr>
<th>Term Expiration</th>
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<tr>
<td>Douglas Stephen</td>
</tr>
<tr>
<td>Chris Calvery</td>
</tr>
<tr>
<td>Dr. Mazhar Islamraja</td>
</tr>
<tr>
<td>William Correa</td>
</tr>
<tr>
<td>Anna Arceo</td>
</tr>
</tbody>
</table>
SECTION III.  THAT this resolution shall take effect from and after its final date of passage, and it is accordingly so ordered.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS, on June 20, 2019.

__________________________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

__________________________________________
Shanae Jennings
City Secretary

APPROVED AS TO FORM:

__________________________________________
Kuruvilla Oommen
City Attorney
May 21, 2019

Ms. Shanae Jennings  
City Secretary  
City of Irving  
825 W. Irving Blvd.  
Irving, TX 75060

RE: Irving Flood Control District Section I (IFCD I) Board of Directors

Dear Ms. Jennings,

On May 21, 2019, the IFCD I Board of Directors authorized and directed its General Manager to submit a recommendation for City Council consideration in appointing a Board member to fill the remainder of Frederick Devin Talbot’s Board term. Mr. Talbot’s Board seat is currently vacant and his term by City Council Resolution No. 2018-27 expires in January 2020. It is the IFCD I Board recommendation that the City Council consider appointing Ryan Baker. Attached to this request is Mr. Baker’s resume and completed City of Irving’s Boards and Commissions Application. He is employed by Keurig Dr. Pepper as Site Director.

With approval by the City Council of the above appointment recommendation, the following will represent the DCURD Board of Directors:

<table>
<thead>
<tr>
<th>Name</th>
<th>Term Expiration</th>
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<tbody>
<tr>
<td>Shawn Davies</td>
<td>January 2020</td>
</tr>
<tr>
<td>Stephen LaMure</td>
<td>January 2020</td>
</tr>
<tr>
<td>Ryan Baker</td>
<td>January 2020</td>
</tr>
<tr>
<td>Robert Galecke</td>
<td>January 2021</td>
</tr>
<tr>
<td>Richard Duge</td>
<td>January 2021</td>
</tr>
<tr>
<td>Jon Schneider</td>
<td>January 2021</td>
</tr>
<tr>
<td>Jim McGovern</td>
<td>January 2021</td>
</tr>
</tbody>
</table>

If you need additional information or assistance, please contact me. Thank you for your cooperation and consideration.

Sincerely,

Jacky L. Knox  
General Manager

Councilman David Palmer  
Councilman Kyle Taylor  
Councilman Oscar Ward  
Councilman Al Zapanta  
Cecilia Castillo  
IFCD I Board of Directors  
Ken Heffley  
John Boyle
CITY OF IRVING'S BOARDS AND COMMISSIONS APPLICATION

FLOOD CONTROL DISTRICTS/CORPORATIONS APPLICATION

*Title
  ☐ Ms.
  ☐ Mrs.
  ☐ Mr.
  * Last Name Baker     * First Name Ryan      M.I. G

* Home Address

* City               * Zip

* Primary Phone

* E-mail Address

Please indicate your first, second and third choice of boards you would like the City Council to consider you for.

* First Choice: Irving Flood Control District, Section I
Second Choice: Select one
Third Choice: Select one

1. Are you registered to vote in Irving?
  ☐ YES
  ☐ NO

2. How long have you been an Irving resident? 0

3. What district do you live in? [Select one]

4. Are you currently a member on a city board, committee or commission?
  ☐ YES
  ☐ NO

5. Have you ever served as a member of any Irving boards, commissions or committees?
  ☐ YES
  ☐ NO

If yes, which boards and the approximate dates of service.

6. List any civic or community activities in which you have been involved.

* 7. List any experience that qualifies you to serve in the positions indicated.
  Strategy development and execution experience

8. List your educational background.
  BS Mechanical Engineering, Iowa State University, MBA, University of Florida

9. Place of employment or business affiliation. (Specify if you are self-employed, a homemaker, retired etc.)
  Keurig Dr. Pepper, Irving TX

* 10. What is your work experience?
20+ Year experience in food and beverage manufacturing

Section 552.024 of the Texas Public Information Act provides that any appointed official of a government body shall choose whether to allow public access to the information in the custody of the governmental body that relates to the person’s home address or telephone number.

- Allow public access to my address and phone number:
  - ☐ YES
  - ☑ NO

Section 552.137 provides that an e-mail address of a member of the public that is provided for the purpose of communication electronically with a governmental body is confidential and not subject to disclosure.

- Allow public access to my E-mail:
  - ☐ YES
  - ☑ NO

Your application will be kept on file with the City Secretary's Office for one year. If you have any questions, please contact Shanae Jennings, City Secretary, at (972) 721-2493.
June 11, 2019

Ms. Shanae Jennings  
City Secretary  
City of Irving  
825 W. Irving Blvd.  
Irving, TX 75060

RE: Irving Flood Control District Section III Board (IFCD 3) of Directors

Dear Ms. Jennings:

IFCD 3 Board of Directors has a resignation submitted by a Board Member. Neha Kunte is no longer a resident of nor a property owner within IFCD 3 thus currently not qualified to be an IFCD 3 Board member. Ms. Kunte was first appointed by the City of Irving Council May 8, 2014. Ms. Kunte has provided valuable and dependable service to IFCD 3 and the City of Irving for more than five (5) years as an IFCD 3 Board Member and community leader. Her current term of office was scheduled to expire January 2020.

Also submitted with this correspondence is a completed Board Application form and resume for Anna Arceo. Ms. Arceo’s information has been provided to IFCD 3 General Counsel, Mr. John Boyle, and in his legal opinion Ms. Arceo is qualified to serve as an IFCD 3 Board Member.

It is the recommendation of the IFCD 3 Board for City Council consideration that Ms. Arceo be appointed to serve the remainder of Ms. Kunte’s unexpired term.

With approval by the City Council for appointment of Ms. Arceo, the IFCD 3 Board of Directors will consist of the following:

<table>
<thead>
<tr>
<th>Name</th>
<th>Term Expiration</th>
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</thead>
<tbody>
<tr>
<td>Chris Calvery</td>
<td>January 2021</td>
</tr>
<tr>
<td>Mahzur Islamraj</td>
<td>January 2021</td>
</tr>
<tr>
<td>Douglas Stephan</td>
<td>January 2021</td>
</tr>
<tr>
<td>William Correa</td>
<td>January 2020</td>
</tr>
<tr>
<td>Anna Arceo</td>
<td>January 2020</td>
</tr>
</tbody>
</table>

If you need additional information or assistance, please contact me. Thank you for your cooperation.

Sincerely,

Jacky L. Knox  
General Manager

JLK:pss  
Cc: Councilman David Palmer  
Councilman Kyle Taylor  
Councilman Al Zapante  
IFCD 3 Board Members  
Ken Heffley  
John Boyle  
Cecilia Castillo-City of Irving.
CITY OF IRVING'S BOARDS AND COMMISSIONS APPLICATION

FLOOD CONTROL DISTRICTS/CORPORATIONS APPLICATION

*Title
  ☐ Ms.
  ☐ Mrs.
  ☐ Mr.
  * Last Name Arceo
  * First Name Anna
  M.I. M

* Home Address

* City IRVING
  * Zip

* Primary Phone
  Secondary Phone

* E-mail

Address

Please indicate your first, second and third choice of boards you would like the City Council to consider you for.

First Choice: Irving Flood Control District, Section III
Second Choice: Select one
Third Choice: Select one

1. Are you registered to vote in Irving?
  ☐ YES
  ☐ NO

2. How long have you been an Irving resident? 23

3. What district do you live in? District 3

4. Are you currently a member on a city board, committee or commission?
  ☐ YES
  ☐ NO

5. Have you ever served as a member of any Irving boards, commissions or committees?
  ☐ YES
  ☐ NO

If yes, which boards and the approximate dates of service.

6. List any civic or community activities in which you have been involved.
   Valley Ranch Elementary and Pinkerton Elementary, PTO Member and Parent Volunteer
   Mary Immaculate Church, Lector and Choir Member

7. List any experience that qualifies you to serve in the positions indicated.
   Small business owner since 2003, architectural and business management background

8. List your educational background.
   University of Houston, Bachelor of Science-HRMA, Minor-Anthropology (1989)
   Texas A&M University, Master of Architecture (1994)

9. Place of employment or business affiliation. (Specify if you are self-employed, a homemaker, retired etc.)
   JAL Architect Group, Inc. (Owner/Partner)

10. What is your work experience?
Project management and coordination, administrative/office management, building planning and design, contract administration, construction documents and construction administration.

Section 552.024 of the Texas Public Information Act provides that any appointed official of a government body shall choose whether to allow public access to the information in the custody of the governmental body that relates to the person's home address or telephone number.

* Allow public access to my address and phone number:
  - YES
  - NO

Your application will be kept on file with the City Secretary's Office for one year. If you have any questions, please contact Shanae Jennings, City Secretary, at (972) 721-2493.

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* Allow public access to my E-mail:
  - YES
  - NO