AGENDA
Irving City Council Regular Meeting
Thursday, September 19, 2019 at 7:00 PM
City Hall, First Floor, Council Chambers
825 W. Irving Blvd., Irving, Texas 75060

Organizational Service Announcements

Invocation
Senior Pastor Freddie Orr, Northgate United Methodist Church

Pledge of Allegiance

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 48

CITY COUNCIL AGENDA

1 City Operations Update
   -Irving Golf Club Soft Opening Update

2 Ordinance - Adoption of the 2019-20 City of Irving Fiscal Year Budget
   Administrative Comments
   1. This item has been recommended by the Financial Services Department.
   2. Impact: The FY 2019-20 budget has been prepared pursuant to discussion with Council and submitted for adoption.
   3. Public Hearings were held on June 6, June 20, September 5, and September 10 to allow resident input.

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. A member of the public may address the City Council regarding an item on the agenda either before or during the Council's consideration of the item, upon being recognized by the presiding officer or the consent of the Council. 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.
Recommendation
The ordinance be adopted.

3 Ordinance - Ratifying the Fiscal Year 2019-20 Budget Which Increases Property Tax Revenues

Administrative Comments
1. This item is recommended by the Financial Services Department.
2. State law requires this item to be adopted if the proposed budget raises additional revenue from property taxes compared to the prior year.
3. Based on the calculation required by state law, the proposed budget does not raise additional revenue from property taxes compared to the prior year. The cover page of the budget states that the budget will raise less revenue from property taxes. This calculation is impacted by revenues associated with the city’s TIF districts.
4. The proposed budget is based on the current tax rate, which exceeds the effective tax rate.
5. Because the proposed budget is based on a tax rate in excess of the effective tax rate, staff recommends adoption of this item.

Recommendation
The ordinance be adopted.

4 Ordinance - Setting the 2019 Tax Rate and Levying the Tax as Required by the State of Texas Property Tax Code

Administrative Comments
1. This item has been recommended by the Financial Services Department.
2. Impact: The adoption of the tax rate of $0.5941 per $100 of value provides the revenues necessary to balance the proposed FY 2019-20 budget. Additional revenues from property taxes will be used to enhance public safety services, invest in infrastructure improvement and maintain current service levels.
3. The total proposed tax rate is $0.5941 per $100 in value. The Texas Property Tax Code requires adoption of the tax rate in its two components, Maintenance and Operations, and Debt Service. The proposed tax rate in its component parts is:
Maintenance and Operations Tax Rate  $0.4741
Debt Service Tax Rate  $0.1200
Total City of Irving Tax Rate  $0.5941

4. For comparison, the proposed, current, effective, and rollback rates are:

<table>
<thead>
<tr>
<th>Tax Rate</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Proposed Tax Rate</td>
<td>$0.594100</td>
</tr>
<tr>
<td>Preceding Year’s Tax Rate</td>
<td>$0.594100</td>
</tr>
<tr>
<td>Effective Tax Rate</td>
<td>$0.567200</td>
</tr>
<tr>
<td>Rollback Tax Rate</td>
<td>$0.608086</td>
</tr>
</tbody>
</table>

5. The proposed tax rate maintains the same rate as the prior year.

6. The proposed tax rate will raise more taxes for maintenance and operations than last year’s tax rate. It is greater than the effective rate.

7. The proposed maintenance and operations tax rate will effectively be raised by 6.0 percent and will raise taxes for maintenance and operations on a $100,000 home by approximately $26.90.

8. On August 21, 2019 at the Budget Retreat, Council adopted a resolution expressing an intent to adopt a tax rate that does not exceed $0.5941.

**Recommendation**

The ordinance be adopted.

5  Ordinance - Adopting the 2019 City of Irving Tax Roll as Required by the State of Texas Property Tax Code

**Administrative Comments**

1. This item has been recommended by the Financial Services Department.

2. **Impact:** Adoption of the Appraisal Roll with the calculation of tax imposed on each property becomes the City’s Tax Roll for collection of this year’s taxes.

3. The Tax Assessor has calculated and determined the tax imposed on each piece of property included on the appraisal roll for the City of Irving pursuant to Section 26.09 of the Texas Property Code and has submitted it to the City Council for approval.

**Recommendation**
The ordinance be adopted.

CONSENT AGENDA

6 Approving Budget Retreat Minutes for Wednesday, August 21, 2019

7 Approving Work Session Minutes for Wednesday, September 04, 2019

8 Approving Regular Meeting Minutes for Thursday, September 05, 2019

9 Approving Special Meeting Minutes for Tuesday, September 10, 2019

10 Ordinance - Amending Ordinance No. 2018-10104 Providing Budget Adjustment #8 to the 2018-19 Fiscal Year Budget

Administrative Comments
1. This item has been recommended by the Financial Services Department.
2. Budget Adjustments are needed in the following funds: General Fund, Convention Center Hotel Fund, Irving Golf Club Special Revenue Fund, Property and Casualty Self Insurance Fund, Entertainment Venue Post ARK 2% Fund, General Non-Bond CIP Fund and Vehicle and Equipment Replacement Fund.
3. The adjustments have been proposed by city staff, and have been reviewed and recommended by Budget staff and Financial Services.

Recommendation
The ordinance be adopted.

11 Ordinance - Amending Section 2 of Ordinance No. 2019-10238 to Ratify Final Ballot Language for the Special Election for the Purpose of a Home Rule Charter Amendment to be Held on November 5, 2019

Administrative Comments
1. This item is recommended by the City Secretary’s Office.
2. Impact: This item does not change the specific proposition language previously
approved by the City Council in its August 19, 2019 ordinance calling the special election for a charter amendment, only correcting language to be consistent with ballot requirements in the Election Code.

3. A redlined version of the ordinance changes are included.

**Recommendation**

The ordinance be adopted.

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**Resolution - Approving the Second Amendment to the System Purchase Agreement with TriTech Software Systems for Cancellation of Services Related to Migration of the Police Department Public Safety System and Reducing the Overall Contract Price to a Total Not-To-Exceed Amount of $762,563.00**

**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:** Amending the System Purchase Agreement with TriTech Software Systems (“Tritech”) will result in cancellation of certain services that were to be provided under the agreement related to the migration of the police department’s public safety system. The police department will continue using its current Records Management System (RMS) and Jail Management software.

3. On October 22, 2015, the Irving City Council approved RES-2015-396, entering into a System Purchase Agreement with TriTech for the sole source purchase of Public Safety Administration System Software, which included a Computer Aided Dispatch (CAD) system, Records Management System (RMS), and Jail Management software for a total not-to-exceed price of $981,234.74.

4. Subsequently, the parties executed a First Amendment to the System Purchase Agreement, reducing the contract price to $977,711.74.

5. On April 28, 2016, Council approved RES-2016-173, approving Change Order No. 1 with Tritech to increase the contract price by an additional $127,000.00.

6. The CAD system project was completed in 2017. However, the RMS and Jail Management software projects were never completed by Tritech and neither product has been installed. The Police Department has determined that cancelling these services is the most cost effective option and in the city’s best interests.

7. This second amendment cancels the RMS and Jail Management software services and reduces the contract price to a total not-to-exceed amount of $762,563.00.

**Recommendation**
The resolution be approved.

13 Resolution - Approving the Special Event Permit Application for the City of Irving's Fall Fest Event, to be Held at Whistlestop Plaza, Located at 123 W. Irving Boulevard, Irving, Texas on October 12, 2019

Administrative Comments
1. This item is recommended by the Parks and Recreation Department.
2. Impact: Approval of the Special Event Permit Application for the 2019 Fall Fest event is in compliance with the requirements as outlined in the Special Event Permit Application which requires City Council Approval for all events with more than 2,500 participants and/or spectators and for time periods that exceed four and one-half hours any time between 7:00 am and 1:00 am.
3. If the estimated number of participants and spectators exceeds 2,500 during any day of the special event or any portion of the event is to take place on city property, the City of Irving Special Events Team will coordinate with Risk Management to procure and keep in full force and effect, for the duration of the event, insurance written by an insurance company approved by the State of Texas and acceptable to the City and issued in the standard form approved by the Texas Department of Insurance.
4. To fulfill the safe execution of City of Irving special events, spearheaded by the Parks and Recreation Department, there is a logistical need for street closures and/or traffic management and security services by the Irving Police Department as it relates to the attached list of special events.
5. This permit approves staging and road closures along Rock Island Road between Main Street and the entrance of the nearest DART lot, and along Main Street between Rock Island Road and Irving Boulevard, from 6:00 am to 10:00 pm on Saturday, October 12, 2019.
6. City Council has approved funding to support citywide special events.

Recommendation
The resolution be approved.

14 Resolution - Approving the Reimbursement Agreement Between the Las Colinas Association and the City of Irving for the Maintenance of the State Highway 114 Corridor

Administrative Comments
1. This item is recommended by the Parks and Recreation Department.
2. Impact: The proposed agreement will continue the appearance of the State
Highway 114 corridor area, at no additional cost to the City.

3. The Las Colinas Association proposes to reimburse the City for mowing and litter control services on State Highway 114, performed by the City’s mowing maintenance contractor.

4. The City has an existing Municipal Maintenance Agreement in effect with the Texas Department of Transportation, which permits such maintenance on state rights of way within the City of Irving.

5. The agreement will provide for funding by The Las Colinas Association for six annual mowing and litter control cycles.

6. Funding in the amount of $54,918.60 for the period of October 1, 2019, through September 31, 2020, is available in the Maintenance Agreement Fund budget within the General Fund, subject to funds being appropriated in Fiscal Year 2019-20.

**Recommendation**
The resolution be approved.

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15 **Resolution - Approving the Continued Receipt of the City of Irving's Share of Bingo Prize Fees Pursuant to House Bill 914**

**Administrative Comments**

1. This item is recommended by the Financial Services Department.

2. **Impact:** Approval of this resolution will allow the city to continue to receive bingo revenue.

3. House Bill 914, enacted by the 86th Texas Legislature, requires an affirmative vote of the City Council in order for the city to continue receiving bingo revenue after January 1, 2020. This vote must be taken by November 1, 2019.

4. The city receives annual revenues from bingo fees of approximately $50,000 per year.

5. The local portion of bingo fees is 50% of the total bingo fee with the other 50% paid to the State of Texas. Currently the local portion is divided between Irving and Dallas County at 25% each. If Irving chooses not to continue the fee, the full amount of the local portion will be distributed to Dallas County, unless they also choose not to continue collecting the fee. Dallas County is currently budgeting to continue collecting bingo revenue in their proposed FY 2019-20 budget.

**Recommendation**
The resolution be approved.
Resolution - Authorizing the Exercise of the Right of Eminent Domain and the Initiation of Condemnation Proceedings in Accordance with the City Charter and Chapter 21 of the Texas Property Code to Acquire Real Property Interests for Public Use on Parcel 115-9 (1300 Darr Street) and Parcel 115-10 (1409 N. Walton Walker Blvd)

Administrative Comments

1. This item is recommended by the Capital Improvement Program Department and Water Utilities Department. It supports Strategic Objective 2.4 - Maintain and extend water, wastewater, and storm water systems.
2. **Impact:** This authorization is being requested to allow the City to pursue the acquisition of real property interests on Parcel 115-9 (1300 Darr St.) and Parcel 115-10 (1409 N. Walton Walker Blvd.) which are essential to the completion of Phase II of the Diamond Interchange Project. Conventional negotiations to obtain easements from the landowners have proven unsuccessful.
3. **This item will be presented to the Transportation and Natural Resource Committee on September 18, 2019.**

4. Funding in the total estimated amount of $100,000.00 is available within the Water and Sewer System Non-Bond CIP Fund.

Recommendation

The resolution be approved.

Resolution - Approving the Acquisition of a Public Utility Easement on Parcel 115-1, Located at 1901 E. Union Bower Road in the Amount of $15,892.00

Administrative Comments

1. This item is recommended by the Capital Improvement Program Department and Water Utilities Department. It supports Strategic Objective 2.4 – Maintain and extend water, wastewater and storm water systems.
2. **Impact**: In order to accommodate the Texas Department of Transportation’s (TxDOT) Diamond Interchange Expansion Project, the City of Irving will need to relinquish existing utility easements that will conflict with the Diamond Interchange project design. Therefore, the City must acquire several new easements on adjacent privately owned lands. The purpose of this agenda item is for acquisition of a 0.069 acre utility easement, across Parcel 115-1, situated at 1901 E. Union Bower Road and owned by Gramsn Fuels, Inc.

3. **This item will be presented to the Transportation and Natural Resource Committee on September 18, 2019.**

4. Funding in the amount of $15,892.00 is available within the Water and Sewer System Non-Bond CIP Fund.

**Recommendation**

The resolution be approved.

18 **Resolution - Approving an Economic Development Incentive Agreement Between the City of Irving and Lennar Trading Company in an Amount Dependent Upon Annual Qualification**

**Administrative Comments**

1. This item is recommended by the Office of Economic Development.

2. **Impact**: Approval of this agreement will provide a business incentive to Lennar Trading Company to establish a centralized purchasing office in the City of Irving that will generate an estimated $160,000,000 in taxable sales annually.

3. **This item was discussed in Executive Session at City Council meetings on June 19 and July 31, 2019.**

4. The City and the Greater Irving-Las Colinas Chamber of Commerce are working with Lennar Trading Company to locate the company’s centralized purchasing office in Irving.

5. Minimum qualification levels for this incentive are for the company to achieve at least $5,000,000 in annual taxable sales sourced to the City of Irving and retain 50 current Irving employees at an average salary of at least $64,000 by December 31, 2019 (Year 1) and achieve at least $20,000,000 in annual taxable sales sourced to the City of Irving and retain 50 current Irving employees at an average annual salary of at least $58,000 by December 31, 2020 (Years 2-10). Lennar Trading will be allowed to use qualified employees of the company, and/or company affiliates to meet the minimum employee requirement. Minimum threshold eligibility requirements and certification must be achieved on an annual basis throughout the agreement term.

6. The initial term of the agreement is for ten (10) years with one (1) ten-year renewal
option upon City Council approval. Should the company fail to achieve minimum qualifications for two (2) consecutive years after initially meeting the minimum qualifications, the company would be subject to recapture of the previous economic development incentive received from the City in the last year that the grant was paid.

7. The City offers a Sales Tax Rebate, paid in annual installments following achievement of minimum threshold eligibility requirements and annual certification, for reimbursement of the one percent (1%) net new City of Irving sales taxes collected by the company and paid to the City of Irving, which shall be in accordance with the following tables for the respective tax year.

<table>
<thead>
<tr>
<th>Rebate Eligibility Year 1 (2019)</th>
<th>Taxable Sales</th>
<th>Employees</th>
<th>Rebate Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>$12,500,000 or more</td>
<td>50</td>
<td>75%</td>
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</tr>
<tr>
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</tr>
<tr>
<td>$5,000,000 - $6,249,999</td>
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<td>25%</td>
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<tr>
<td>Less than $5,000,000</td>
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<td>0%</td>
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</tr>
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</table>

<table>
<thead>
<tr>
<th>Rebate Eligibility Years 2 - 10 (2020-2028)</th>
<th>Taxable Sales</th>
<th>Employees</th>
<th>Rebate Percentage</th>
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</thead>
<tbody>
<tr>
<td>$50,000,000 or more</td>
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<td>75%</td>
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<tr>
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<td></td>
</tr>
</tbody>
</table>

**Recommendation**

The resolution be approved.

19 Resolution - Making an Offer to ARK Group of Irving, Inc., for Amendments to the Entertainment Center Lease Agreement and the Entertainment Center Economic Development Incentive Agreement Under Certain Terms Acceptable to the City

**Administrative Comments**

1. This item supports Strategic Goal No. 3: Economic Development.
2. This item is presented at the direction of City Council.
3. **Impact:** This resolution represents a formal offer by the City Council to ARK Group
of Irving, Inc. ("ARK"), on proposed amendments to Entertainment Center Lease Agreement, and the Entertainment Center Economic Development Incentive Agreement on terms acceptable to the City.

4. The Council approved the Entertainment Center Lease Agreement on September 5, 2013. The first amended and restated Lease Agreement was approved on December 12, 2013, and the second amended and restated Lease Agreement was approved on October 22, 2015.

5. The Council approved an Economic Development Incentive Agreement on September 5, 2013. A revised Economic Development Incentive Agreement was approved on December 12, 2013, and the first amended and restated Economic Development Incentive Agreement was approved on October 22, 2015.

6. ARK Group of Irving, Inc., has requested that the City make additional amendments to the Entertainment Center Lease Agreement and the Economic Development Incentive Agreement for the Entertainment Center project to increase the square footage allowed for office use.

7. The terms of this offer, attached to the resolution, represent the consideration that the City Council expects to receive in return for agreeing to ARK’s requested amendments, and to make the agreements mutually beneficial to both parties.

**Recommendation**

Take appropriate action based upon the direction of City Council.

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**20 Resolution - Approving the FY 2019-20 Entertainment Center Maintenance and Operations Annual Work Plan and Budget**

**Administrative Comments**

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

2. **Impact:** The resolution approves the ARK Group of Irving’s submitted Maintenance and Operations Work Plan and Budget. In connection with the City’s FY 2019-20 budget, this item authorizes the City’s Designee to reimburse the ARK Group of Irving for expenditures identified in the Work Plan and budget as revenues become available based on the flow of funds identified in the Lease.

3. The Second Amended and Restated Entertainment Center Lease Agreement (Lease) requires ARK to submit an annual Maintenance and Operations Work Plan and Budget.
4. Brimer Hotel Occupancy Tax (HOT) revenue and Admission Tax revenue are restricted for use on the Entertainment Center project. The Bond Ordinance and Lease provide the order in which Brimer HOT revenue and Admission Tax revenue may be expended.

5. Excess Brimer HOT revenue and Admission Tax revenue are used to reimburse ARK for eligible expenditures. ARK is only eligible for reimbursement based on actual revenues received. ARK must provide invoices and proof of payment for all reimbursements.

6. This item does not amend any provisions in the Lease.

7. Funding in the amount of $1,082,813 is available in the FY 2019-20 Budget within the Entertainment Venue – Excess Brimer HOT Fund. Funding in the amount of $2,300,000 is available in the FY 2019-20 Budget within the Entertainment Venue – Admission Tax Fund.

**Recommendation**
The resolution be approved.

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**Resolution - Adopting a Work Plan and Setting the Consideration for Economic Development Services for FY2019-2020 in the Amount of $2,422,305.00 for the Agreement Between the City of Irving and the Greater Irving-Las Colinas Chamber of Commerce**

**Administrative Comments**
1. This item is recommended by the Economic Development Department.

2. **Impact:** This resolution adopts the Annual Work Plan and sets the consideration for FY2019-20 for the Economic Development services agreement with the Greater Irving-Las Colinas Chamber of Commerce.


4. The five-year agreement provides that the Chamber will carry out a program for economic development services related to business recruitment, business retention and expansion, site selection, marketing and advertising and small business support services. The specific work plan and fees for services are determined annually.

5. In the event the City terminates the agreement after March 31 of any year, an
additional $100,000.00 is designated “Committed Fund Balance” for the term of the agreement to fund the payment, if any, of the termination fee.

6. The Chamber has submitted their Annual Work Plan with a scope of services for FY2019-20. Consideration for the performance of the services described in the work plan is in the amount of $2,422,305.00 for fees and $10,000.00 for annual print services. The consideration for FY2019-20 services reflects a decrease of $32,300.00 from FY2018-19.

7. Funding in the amounts of $2,422,305.00 for the FY2019-20 scope of services and for the $100,000.00 termination fee is available in the Economic Development budget within the Economic Development Fund.

**Recommendation**

The resolution be approved.

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**Resolution - Adopting a Work Plan and Setting the Consideration for FY2019-2020 in the Amount of $355,300.00 for the Agreement Between the City of Irving and the Greater Irving-Las Colinas Chamber of Commerce to Provide International Affairs/Sister Cities/Trade Center Services**

**Administrative Comments**

1. This item is recommended by the Economic Development Department.

2. **Impact:** This resolution adopts the Annual Work Plan and sets the consideration for FY2019-20 for the International Affairs-Sister Cities-Trade Center services agreement with the Greater Irving-Las Colinas Chamber of Commerce.


4. The five-year agreement provides that the Chamber will carry out a program of exchanges between the City and its participating sister cities, which are focused on business, but may also be cultural, artistic, educational, economic, community, and/or other appropriate forms of exchanges, in keeping with the purpose of the worldwide sister cities program.

5. The Chamber has submitted their Annual Work Plan with a scope of services for FY2019-20. Consideration for the performance of the services described in the work plan is in the amount of $355,300.00, which reflects a 10% increase of $32,300.00 over FY2018-19.

6. Funding in the amount of $355,300.00 for the FY2019-20 scope of services is
available in the Economic Development Department budget within the Economic Development Fund.

**Recommendation**

The resolution be approved.

23 Resolution - Approving Agreement with Simpleview, Inc., for Services and Web-Based Applications Including Industry-Specific Customer Relationship Management System (CRM) and Content Management System (CMS) Plus Training, in the Average Annual Estimated Amount of $308,972

**Administrative Comments**

1. This item is recommended by the Irving Convention & Visitors Bureau and supports Strategic Goal No. 3: Vibrant Economy.

2. **Impact:** The agreement will enable the Irving Convention and Visitors Bureau to redesign our website, as well as to better enhance the promotion of tourism and the convention and hotel industry through their industry-specific Customer Relationship Management system (CRM) and Content Management System (CMS).

3. In the same way that many city systems have interacted through Banner and now with Munis, many of the ICVB functions are run on, or integrated with, the Simpleview system which influences most of what we do and how we do it. Besides being our client database, the CRM allows us to communicate leads from clients to our hotel partners, powers our e-blasts, is the source of information for our bid books, and processes our event registrations. The CMS portion allows us to control many aspects of our websites including imagery, updating links and pages, tracking our web traffic, enhancing our search engine marketing, and works seamlessly with the CRM to provide informational listings for restaurants, hotels, attractions, etc. to visitors viewing our websites and has the functionality that allows viewers to book accommodations without having to leave our website.

4. Simpleview has been the CRM and CMS provider for the ICVB for several years now, and the ICVB has utilized stand-alone pieces of its other services, as well as those of other providers, as individual add-ons to its websites. Simpleview’s capacities continually expanded through the ongoing acquisition of supplemental services and development of others, and they continue to be the dominant provider in the CVB landscape. By continuing to integrate all of Simpleview’s resources into our websites, the ICVB is better positioned to capitalize on the constantly changing landscape that is internet-based marketing and communications.

5. Simpleview will program, host and maintain the integrated CMS (content
management system) and CRM (customer relationship management) system, provide integrated Search Engine Marketing (SEM) services, and other services and applications useful in the design, programming and maintenance of CMS and CRM as outlined in the attached agreement.

6. The agreement establishes a two-year contract for the continuation of providing systems (CMS/CRM) and services (SEO/SEM), and web-based applications.

7. Funding for Fiscal Years 2019-20 and 2020-21 is subject to budget appropriation in the ICVB General Fund.

8. Because this contract runs from October 2019 through September 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 contract total amount is not exceeded.

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Contract Term</th>
<th>Total Estimated Expenditure</th>
<th>Fiscal Year(s)</th>
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<tbody>
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**Recommendation**

The resolution be approved.

**Resolution - Approving the Contract with Maloney Strategic Communications, Inc., for Advertising Agency Representation for the Irving Convention & Visitors Bureau for a Two-Year Term in the Total Estimated Amount of $900,000.00**

**Administrative Comments**

1. **Impact:** Advertising agency services directly enhance the efforts of the ICVB to promote the City as a destination for visitors, conventions and meetings.

2. Current data shows that the average “blended rate” for advertising agency services is between $100-200 per hour, according to multiple advertising industry sources. With the Maloney Strategic Communications, Inc. (MSC) rate maintaining at $80 per hour, the City continues to receive not only quality work but clearly a best value.

3. As part of the ongoing process and efficiency reviews, the ICVB is able to achieve a savings of approximately $400,000.00 annually by utilizing an advertising agency
for select projects. In addition to direct project cost savings achieved by MSC's negotiating power because of its vendor relationships, the ICVB is also able to access considerably more “human” resources to accomplish a wide range of projects.

5. Due to the nature of the industry, and the frequency with which projects with long lead times cross fiscal years, balances for purchase orders associated with this contract have routinely been encumbered.

6. This contract provides advertising agency services for the ICVB. The current contract expires September 30, 2019; the ICVB has been working with this vendor since September 1994.

7. Funding in the amount of $900,000.00 for Fiscal Years 2019-20 and 2020-21 is subject to budget appropriation.

8. Because this contract runs from October 2019 through September 2021 it is possible that more than the estimated amounts given above may be spent in one operating year or the other, as long as there are budgeted funds available to accommodate that year’s additional purchases and the contract 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>
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<tbody>
<tr>
<td>Maloney Strategic Communications</td>
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<td>2019-20</td>
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<td></td>
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<td>2020-21</td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td>$900,000.00</td>
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</table>

**Recommendation**

The resolution be approved.

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25 Resolution - Approving the Contract with Tucker & Associates, LLC, for Public Relations/Media Agency Representation for the Irving Convention & Visitors Bureau for a Two-Year Term in the Total Estimated Amount of $100,000.00

**Administrative Comments**

1. This item is recommended by the Irving Convention & Visitors Bureau (ICVB).

2. **Impact:** Public relations and media representation services directly enhance the efforts of the ICVB to promote the City as a destination for visitors, conventions and meetings.
3. Current data shows that the average retainer fee charged for specialty public relations agency services ranges from $2,000-5,000 according to multiple public relations industry sources. With the Tucker & Associates rate maintaining at $4,000 per month, we continue to receive not only quality work but clearly a best value.

4. As part of its ongoing process and efficiency reviews, the ICVB has identified the amount of staff time and resources it would require to accomplish the deliverables we seek from an agency. It would require hiring a full-time staff member with a minimum of ten years of public relations experience and strong connections to the national media market, plus soliciting part-time representation in New York City. The added salary obligation in addition to the need to still retain New York City representation would be significantly higher than outsourcing this service to a public relations agency.

5. This approval provides public relations/media representation for the ICVB. The current contract expires September 30, 2019. The ICVB has worked with this vendor since October 2014.

6. Funding in the amount of $100,000.00 for this two-year contract will be available in the ICVB budget within the ICVB General Fund subject to budget appropriation in Fiscal Years 2019-20 and 2020-21.

<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>Tucker Associates</td>
<td>10/1/19 – 9/30/21</td>
<td>$50,000.00</td>
<td>2019-20</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$50,000.00</td>
<td>2020-21</td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td>$100,000.00</td>
<td></td>
</tr>
</tbody>
</table>

**Recommendation**

The resolution be approved.

**Bids & Purchasing Items**

**Items 26-33**

26. **Resolution - Approving and Accepting the Proposal from GTS Technology Solutions, Inc., in the Total Estimated Amount of $767,704.20 for Mobile Data Computers (MDC) and Accessories**

**Administrative Comments**

1. This item is recommended by the Police Department.

2. **Impact:** The purchase of replacement Mobile Data Computers (MDC) is critical to the efficient operation of the police department.
3. The Police Department’s existing MDC’s are over five years old, have exhausted their warranty and reached the end of their useful life. The reviewing committee members evaluated each proposal submittal and recommended this purchase.

4. A Request for Proposal was issued to 832 vendors for the purpose of supplying 160 MDC’s and associated accessories for the Police Department. These MDC’s allow the Irving Police Officers to provide quick response to residents, complete offense, incident and accident reports, run license plate and driver’s license inquiries, stolen property checks, wanted person checks, as well as share information quickly with IPD communications personnel and other police officers.

5. Twelve proposals were received. GTS Technology Solutions is recommended for award as the respondent scoring the highest number of points based on established evaluation criteria.

6. Funding in the amount of $767,704.20 is available within the Radio Communications Bond Fund.

<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>GTS Technology Solutions, Inc.</td>
<td>10/1/19 – 9/30/20</td>
<td>$767,704.20</td>
<td>2019-20</td>
</tr>
</tbody>
</table>

**Recommendation**

The resolution be approved.

---

27 Resolution - Renewing the Contract with URT Texas, Inc., for Wrecker Service and Auto Pound Operations for a Two-Year Period

**Administrative Comments**

1. This item is recommended by the Police Department.

2. **Impact:** Wrecker service is a critical public safety service which enhances the safety and efficiency of our roadways by promptly removing wrecked or disabled vehicles. It also helps improve the visual impression of the city by keeping wrecked and abandoned vehicles off of streets and out of neighborhoods.

3. Revenue to the city is accrued per vehicle from storage fees of $20.00 (standard) and $35.00 (all others) per day and notification fees of $50.00 when applicable.

4. The vendor receives all towing fees as follows: $145.00 flat rate for basic tows, $175.00 hourly rate for medium tows, $250.00 hourly rate for heavy tows, $150.00 hourly rate for trailers less than 10,000 lbs. gross vehicle weight and $175.00 hourly...
rate for trailers greater than 10,000 lbs. gross vehicle weight.

5. All fees are collected by the contractor who submits a check to the city with towing charges and impound fees deducted. The check is accompanied by a report which itemizes and categorizes all receipts by type of service.

6. The contract period will be from October 1, 2019 through September 30, 2021.

7. This renewal establishes the continuation of a contract for wrecker service and auto pound operation. This is the second and final two-year renewal option. The current contract expires September 30, 2019 and revenue received to date has been approximately $230,000.00.

**Recommendation**

The resolution be approved.

28 Resolution - Approving a Professional Services Agreement Between the City of Irving and Texas Municipal League Intergovernmental Risk Pool (TML-IRP) in the Average Estimated Annual Amount of $674,577.00 for Property Insurance Coverage for a Three-Year Period

**Administrative Comments**

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

2. **Impact:** Property & casualty insurance mitigates the city’s exposure to loss.

3. A Request for Proposal (RFP) was issued on July 17, 2019 for Property & Casualty Insurance Coverage & Services. Two proposals were received and scored based on evaluation criteria as established in the RFP. Human Resources recommends awarding property insurance coverage to Texas Municipal League Intergovernmental Risk Pool (TML-IRP) as the single respondent for these coverages and services.

4. TML-IRP’s proposal is competitive in the market and offers benefits of a flat wind/hail deductible, flood and earthquake coverage, and automatic coverage for high valued vehicles that the city acquires as well as the opportunity to lower the city’s deductible on the Auto Physical Damage coverage for a nominal amount. TML-IRP has provided the city with property insurance coverage since 1985 and has an excellent track record with regard to filing and paying out on claims, allowing the city to continue or restore operations in a timely manner when property losses occur.

5. This award established a three-year contract for the continuation of providing property insurance coverage. It includes two, two-year renewal options. The current contract expires on September 30, 2019.

6. Funding for Fiscal Years 2019-20 through 2021-22 is subject to budget appropriation in the Self-Insurance Fund.
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Texas Municipal League Intergovernmental Risk Pool</td>
<td>Property Insurance Coverage</td>
<td>10/1/19 - 9/30/22</td>
<td>$566,859</td>
<td>$674,577</td>
<td>$775,764</td>
<td>$2,037,200</td>
</tr>
</tbody>
</table>

**Recommendation**

The resolution be approved.

29 Resolution - Approving a Professional Services Agreement Between the City of Irving and McGriff, Seibels, and Williams of Texas, Inc. in the Average Estimated Annual Amount of $607,046.00 for Casualty Insurance Coverage and Risk Management Services for a Three-Year Period

**Administrative Comments**

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

2. **Impact:** Property & casualty insurance mitigates the city’s exposure to loss.

3. A Request for Proposal (RFP) was issued on July 17, 2019 for Property & Casualty Insurance Coverage & Services. Two proposals were received and scored based on evaluation criteria as established in the RFP. Human Resources recommends awarding excess liability, special event, and cyber liability insurance coverage and risk management services to McGriff, Seibels and Williams (MSW) as the single respondent for these coverages and services.

4. MSW’s proposal offers the same flat fee for securing competitive casualty insurance coverage for the city that they have charged the city since 2008, in addition to providing risk management services. These services include securing and providing quotes from various casualty insurance markets and providing analysis to ensure the city is adequately protected from potential risks and exposures. MSW will also be responsible for providing expertise regarding insurance coverage and compliance inquiries, issuing certificates of insurance on the city’s behalf, and securing actuarial studies for analysis of the city’s Self-Insurance Fund as well as conducting valuations on the city’s high-valued buildings.

5. This award established a three-year contract for the continuation of providing casualty insurance coverage and liability insurance in excess of the city’s self-insured retention, as well as special event liability and cancellation coverage. It includes two, two-year renewal options. The current contract expires on September 30, 2019.

6. Funding for Fiscal Years 2019-20 through 2021-22 is subject to budget appropriation in the Self-Insurance Fund.
<table>
<thead>
<tr>
<th>Vendor</th>
<th>Item(s)</th>
<th>Contract Term</th>
<th>Total Est. Exp.</th>
</tr>
</thead>
<tbody>
<tr>
<td>McGriff, Seibels, and Williams</td>
<td>Excess Liability, Special Event, and Cyber Liability Insurance Coverage</td>
<td>10/1/19 – 9/30/22</td>
<td>$1,653,138</td>
</tr>
<tr>
<td>Risk Management Services</td>
<td>$ 56,000</td>
<td>$ 56,000</td>
<td>$ 56,000</td>
</tr>
<tr>
<td>TOTAL</td>
<td>$556,898</td>
<td>$605,440</td>
<td>$658,800</td>
</tr>
</tbody>
</table>

**Recommendation**

The resolution be approved.

**Resolution - Renewing the Contracts with Clampitt Paper Company and Western BRW Paper Co., in the Total Estimated Amount of $133,500.00 for an Annual Contract to Provide Office Paper**

**Administrative Comments**

1. This item is recommended by the Communications Department.
2. **Impact**: This contract provides the majority of paper for the city. Copy paper, letterhead, and envelopes contain 100% recycled content and all other items contain some recycled content or are Forest Stewardship Council certified paper.
3. This renewal establishes the continuation of annual contracts to provide office paper. This is the first of two, one-year renewal options. The current contract expires on September 30, 2019.
4. Funding for Fiscal Year 2019-20 is subject to budget appropriation in various departmental budgets within various funds.

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Item(s)</th>
<th>Contract Term</th>
<th>Total Est. Exp.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Western BRW Paper Co.</td>
<td>2-12, 17-28, 30-34, 37-52, and 55-58</td>
<td>10/1/19 – 9/30/20</td>
<td>$124,500.00</td>
</tr>
<tr>
<td>Clampitt Paper Company</td>
<td>14, 15, 29, 53 and 54</td>
<td></td>
<td>$ 9,000.00</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td></td>
<td><strong>$133,500.00</strong></td>
</tr>
</tbody>
</table>

**Recommendation**

The resolution be approved.
Resolution - Renewing the Agreement Between the City of Irving and ThyssenKrupp Elevator Corporation for Service and Maintenance of All City Facility Elevators, in the Total Estimated Annual Amount of $125,000.00, Utilizing the Cooperative Purchasing Network (TCPN), Sponsored by Region IV Education Service Center

Administrative Comments
1. This item is recommended by the Capital Improvement Program Department.
2. **Impact**: Service and maintenance of city facility elevators provides for the safety and security of residents and employees by ensuring proper orientation of elevators within city facilities.
3. This renewal will provide service, maintenance and as-needed repair services of all City elevators. Elevator service and maintenance fees are $65,000.00 annually with an additional estimated amount of $60,000.00 allocated for as-needed repairs.
4. This renewal establishes the continuation of providing elevator maintenance and as-needed repairs for three-years. The current contract expires on September 30, 2019.
5. Funding for Fiscal Years 2019-20 through 2021-22 will be available in various departmental budgets within various funds, subject to budget appropriation.

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Contract Term</th>
<th>Total Estimated Expenditure</th>
<th>Fiscal Year(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>ThyssenKrupp Elevator Corporation</td>
<td>10/1/19-9/30/22</td>
<td>$125,000.00</td>
<td>2019-20</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$128,250.00</td>
<td>2020-21</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$131,662.00</td>
<td>2021-22</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td><strong>$384,912.00</strong></td>
<td></td>
</tr>
</tbody>
</table>

Recommendation
The resolution be approved.

Resolution - Approving a Professional Services Agreement with Pedal Valves, Inc., in a Total Amount Not to Exceed $700,000.00 for Water Meter Replacement and Advanced Metering Infrastructure (AMI) Endpoint Remediation Services

Administrative Comments
1. This item is recommended by the Water Utilities Department.
2. **Impact:** This item supports the city’s Investing in Our Future initiative. This contract will provide additional resources needed to complete the installation and testing of the AMI system and provide detailed water usage data to customers in 2020.

3. **This item will be presented to the Transportation & Natural Resources Committee on September 18, 2019.**

4. The City of Irving currently has a significant investment in its residential and commercial water meters and is working to upgrade both the meters and meter reading system. These services will provide the means to assist staff with water meter replacements, installation and testing of the AMI system to remotely read meters.

5. This award establishes an annual professional service contract for the purpose of water meter replacement and connectivity mitigation with the AMI network for residential and commercial meters. This contract is subject to two one-year renewal options.

6. M/WBE participation in this award is 100%.

7. Funding for Fiscal Year 2019-20 will be available in the Water and Sewer System Non-Bond CIP Fund subject to budget appropriation.

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Contract Term</th>
<th>Total Amount Not to Exceed</th>
<th>Fiscal Year(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pedal Valves, Inc.</td>
<td>10/1/19 - 9/30/20</td>
<td>$700,000.00</td>
<td>2019-20</td>
</tr>
</tbody>
</table>

**Recommendation**

The resolution be approved.

---

33 **Resolution - Approving the Expenditure to Mac Haik Dodge Chrysler Jeep in the Total Estimated Amount of $126,787.00 for Remounting of an Ambulance Body on a New Cab & Chassis through the Houston-Galveston Area Council of Governments Interlocal Cooperative Purchasing Program (H-GAC)**

**Administrative Comments**

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

2. **Impact:** This item provides for remounting of an ambulance body on a new cab and chassis in order to maintain the Fire Department’s ambulance fleet at established
levels, allowing them to be able to serve the residents of the City of Irving in the most efficient means possible.

3. This item is supported by a Vendor/Member contract between the City of Irving and Mac Haik Dodge Chrysler Jeep, using HGAC Contract No. AM10-18, which was awarded by RES-2019-25 and expires on September 30, 2020. It provides for the repair of a wrecked 2015 Ford F-450 ambulance, Unit No. 05180. This unit was wrecked in March 2019, however, there was an extended process that required multiple estimates from vendors before reaching a final damage assessment. The unit is covered under the city’s property insurance policy with TML and Risk Management has filed a claim.

4. Funding in the total estimated amount of $126,787.00 is available in the Self-Insurance Fund.

Recommendation
The resolution be approved.

End of Bids

34   Ordinance - Amending Ordinance No. 2019-10182 by Approving a Schedule of Classified Personnel for the Police Department

Administrative Comments
1. This item has been recommended by the Financial Services Department and Police Department.

2. **Impact**: The schedule of classified personnel for the Police Department is being updated to increase the number of Sergeants (+2) and Police Officers (+20) effective October 1, 2019.

3. Civil Service law requires the city to adopt a schedule of classified personnel for the Police Department by ordinance.

4. The FY 2019-20 Proposed Budget includes funding and authorization for two new Sergeant and 20 new Police Officer positions. If City Council adopts the FY 2019-20 Annual Budget as proposed, it is necessary to update the schedule of classified personnel for the Police Department, as well.

Recommendation
The ordinance be adopted.
Ordinance - Amending Ordinance No. 2018-10127 by Approving a Schedule of Classified Personnel for the Fire Department

Administrative Comments

1. This item has been recommended by the Financial Services Department and the Fire Department.

2. **Impact**: The schedule of classified personnel for the Fire Department is being updated to increase the number of Fire Prevention Specialists (+1).

3. Civil Service law requires the city to adopt a schedule of classified personnel for the Fire Department by ordinance.

4. The FY 2019-20 Proposed Budget includes funding and authorization for one new Fire Prevention Specialist position. If City Council adopts the FY 2019-20 Annual Budget as proposed, it is necessary to update the schedule of classified personnel for the Fire Department, as well.

Recommendation

The ordinance be adopted.

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Ordinance - An Ordinance Abandoning, Closing, and Vacating Ceylon Drive, a Road Right-Of-Way Located at 2800 Valley View Lane in the City of Irving, Being Lot 1 and 2 of Block "A" in the Mustang Crossings Business Park Addition, Containing 0.3684 Acres

Administrative Comments

1. This item has been recommended by the Capital Improvement Program Department.

2. **Impact**: Ceylon Drive is a platted but unconstructed road right-of-way, originally designed to be the main ingress and egress of a proposed subdivision development. However, the current land owner, Rochelle Valley Property Development, LLC, has elected to sell this unimproved parcel and is now seeking City approval to abandon the platted road right-of-way in efforts to make the parcel more marketable to potential buyers.

3. **This item will be presented to the Transportation and Natural Resource committee on September 18, 2019.**

4. Traffic and Transportation Department has approved the abandonment of this road right-of-way.

Recommendation

The ordinance be adopted.
Ordinance - Second and Final Reading - Approving a Negotiated Settlement Between the Atmos Cities Steering Committee and Atmos Energy Corp., Mid-Tex Division, Regarding the Company’s 2019 Rate Review Mechanism Filing

Administrative Comments

1. This item has been recommended by the City Manager’s Office and the City Attorney’s Office.

2. **Impact**: The purpose of this ordinance is to approve the Settlement Agreement and the resulting rate change under the RRM tariff.

3. The City of Irving, along with other cities served by Atmos Energy Corp., Mid-Tex Division, is a member of the Atmos Cities Steering Committee (“ACSC”). The Rate Review Mechanism (RRM) Tariff was originally adopted by ACSC member cities in 2007 as an alternative to the Gas Reliability Infrastructure Program (“GRIP”), a statutory provision that allows Atmos to bypass the City’s regulatory authority to increase its annual rates to recover capital investments. The RRM Tariff was last modified in 2018.

4. The 2019 RRM filing is the seventh RRM filing under the renewed RRM Tariff. On April 1, 2019, Atmos made a filing requesting $70 million additional revenues on a system-wide basis. After applying existing standards in the overall tariff, the request was reduced to $54 million.

5. If the Company had used the GRIP process rather than the RRM process, it would have received a $52.3 million increase, or about $16.9 million more than will be approved by the proposed Ordinance. ACSC and the Company have reached an agreement, reflected in the proposed Ordinance, to reduce the Company’s request by $5.3 million. The proposed Ordinance approving the new rates reflects an increase of $48.7 million on a system-wide basis, or $35.4 million for Mid-Tex Cities, when the City of Dallas is excluded.

6. The monthly residential charge will be $19.55 (current charge is $18.85). The monthly bill impact for the typical residential customer consuming 45 Ccf (one hundred cubic feet) will be an increase of $2.05, or about 3.7%. The typical commercial customer will see an increase of $6.18, or 2.31%.

7. The ACSC Executive Committee and its designated legal counsel and consultants recommend that all Cities adopt the proposed Ordinance with its attachments approving the negotiated rate settlement resolving the 2019 RRM filing, and implementing the rate change.
Recommendation
The Ordinance be approved.

Ordinance - Second and Final Reading - Amending Chapter 52 Entitled "Water and Sewer Rates" of the Code of Civil and Criminal Ordinances of the City of Irving, Texas, Providing for New Monthly Sewer Rates

Administrative Comments
1. This item has been recommended by the Water Utilities Department.
2. **Impact**: A 2.6% combined water and sewer rate increase will help provide funding to cover increases to pass-through costs for wastewater treatment and water supply while also providing additional revenues to fund capital projects with cash to reduce the bond sale and future debt.
3. **This item was presented at the Budget Retreat on August 21, 2019.**
4. The proposed 2.6% increase is slightly less than the 2.7% increase in the five-year rate plan approved by the City Council on September 3, 2015. A multi-year rate plan was required to build the debt coverage ratio up to the level expected by bond rating agencies for an “AA” rating.
5. The need for the proposed rate increase is primarily driven by increasing pass-through cost for contracted services. Irving contracts with the Trinity River Authority (TRA) for sewage treatment and this pass-through cost is expected to increase $1.0 million in FY 2019-20. Pass-through costs from the City of Dallas for water treatment also increased.
6. The rate adjustment is projected to increase revenues to approximately $111.6 million. The proposed budget is also $111.6 million and it includes a Capital Improvement Program (CIP) of $30,255,000.00. The CIP is projected to be funded with $13,355,000.00 in cash and $16,900,000.00 in bonds.
7. The monthly bill for a residential customer with 3,000 gallons of water usage and 2,000 gallons of wastewater would increase $0.39 under the proposed rates. The monthly bill for a residential customer with 10,000 gallons of water usage and 8,000 gallons of wastewater would increase $1.65 under the proposed rates.

Recommendation
The ordinance be adopted.
Resolution - Adopting Planning and Zoning Fee Schedule

Administrative Comments

1. This item is recommended by the Planning and Community Development Department.

2. **Impact:** Fee increases will cover the cost of providing services as defined on the fee schedule. Additional fees are necessary to accommodate the increased staff activity in response to changes in state law which impose significant restrictions and additional requirements on plat review and processing.

3. Planning and Zoning fees have not been increased since October 1, 2011 and do not reflect the increasing costs to process zoning and platting cases.

4. Fees are proposed to be increased approximately 20-25% but remain around 75% of median as compared to multiple cities in the Dallas-Fort Worth area. Some fees are not increasing since they are already at or above median. This will allow for smaller incremental fee increases in the future to reach median.

5. New fees are being added to cover the time and materials for items that cannot be covered by the application fee such as postponements, excessive or replacement notification signs, re-notification, and increased plat reporting, agenda posting, and coordination to comply with the changes in state law.

**Recommendation**

The resolution be approved.

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ZONING CASES AND COMPANION ITEMS

Ordinance - Amending Section 8-26 of Chapter 8 Entitled “Building and Property Maintenance Standards Code” of the Code of Civil and Criminal Ordinances of the City of Irving, Texas, by Providing for Regulations Governing Outside Storage and Parking of Vehicles; and Amending Comprehensive Zoning Ordinance No. 1144 of the City of Irving, Texas by Repealing Section 52-56 “Outside Storage”

Administrative Comments

1. This item has been recommended by the Code Enforcement. This item supports Strategic Goal No. 4.3 – Improve community appearance and protect neighborhood integrity.

2. **Impact:** The adoption of this ordinance is expected to improve neighborhood conditions and reduce parking congestion.

3. The proposed amendments are consistent with those regulations requested by members of the Planning & Development Committee.
4. The requested amendment repeals section 52-56 Outside Storage provisions from Land Development Code 1144 to Chapter 8 of the Irving Building and Property Maintenance Code

5. The repeal of section 52-56 of the Land Development Code was considered by the Planning & Zoning Commission on September 3, 2019. They recommended approval by a vote of 7-0.

6. The proposed changes are supported by the Planning & Development Committee.

**Recommendation**

The ordinance be adopted.

---

**Ordinance - Development Plan DVP19-0002 - Consider Amending Planned Unit Development No. 6 (PUD 6) to Add an Additional 445 Residential Units in Tract E, and Consider Approving a Development Plan for Approximately 345 Multifamily Units and 100 Single Family Units in Tract E - Approximately 32.8 Acres Located on the Southeast Corner of Texas Plaza and Tom Braniff - Two's a Crowd Investment, LLC, Owner - CSE, Applicant**

**Administrative Comments**

1. The Planning and Zoning Commission Hearing Date and Recommendation: August 19, 2019 – Favorable 6-3 (Commissioners Taylor, Hoedebeck and Zeske, nay).

2. The 2017 Imagine Irving Comprehensive Plan Future Land Use Map recommends *Urban District* uses for this property. The *Urban District* land use category is described as “Highest intensity areas of Irving containing a variety of uses in multi-story buildings with pedestrian design streets and buildings with high quality design and materials, and reduced parking”. The net units per acre is recommended to be sixty (60) or more. The proposed zoning change is in conformance with the Comprehensive Plan.

3. **The request is for a PUD Amendment and a Development Plan to allow the property to be developed with an additional 445 residential unit mix of multifamily and single family uses.**

**PUD Amendment**

4. In November 2015, the City Council approved Planned Unit Development 6 (PUD 6) for the approximately 1000-acre area around the intersections of SH-114, SH-183 and Loop 12. The PUD was divided into 8 Tracts, each with its own character and density requirements. In consultation with the property owners, **Tract E was designated for Mixed Use Village uses**, which included a mixture of traditional
single family homes on 6,000 + sq. ft. lots, cottage homes on 3,000 + sq. ft. lots, townhouses and mixed use residential. Tract E could include up to 436 total residential units (single family and multifamily), along with 438,000 square feet of neighborhood-serving services, retail uses, and a hospital or medical campus. Tract E was identified as the primary location for traditional neighborhood supporting retail, grocery, pharmacy, restaurant, office and similar personal service uses for the surrounding area since the tracts to the east were envisioned for higher-density, mixed use developments.

5. In May 2016, the City Council approved a development plan for a 20.85-acre tract for 95 single family “cottage homes” with four open space lots. In October 2018, the Planning and Zoning Commission approved a development plan and multifamily concept plan for a 10.33-acre tract for 282 multifamily units to the north of this site. Fifty-nine (59) of the originally approved 436 residential units currently remain available.

6. **Approval of this amendment would add an additional 445 residential units to Tract E.** If the corresponding development plan is approved, 59 residential units would still remain available for possible future development in the remainder of Tract E.

**Development Plan**

7. **The proposed development plan would allow this 32.8-acre property within Tract E to be developed with 345 multifamily units and 100 single family units.**

8. The 19.75-acre single family portion would be developed as R-6 (Single Family) with the following exceptions:

<table>
<thead>
<tr>
<th>Standard</th>
<th>Required</th>
<th>Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minimum Lot Size</td>
<td>6,000 square feet</td>
<td>4,950 square feet</td>
</tr>
<tr>
<td>Minimum Front Yard Setback</td>
<td>25 feet</td>
<td>20 feet</td>
</tr>
<tr>
<td>Minimum Rear Yard Setback</td>
<td>20 feet</td>
<td>15 feet</td>
</tr>
<tr>
<td>Minimum Side Yard For Corner Lots</td>
<td>20 feet</td>
<td>15 feet</td>
</tr>
<tr>
<td>Minimum Lot Width</td>
<td>50 feet</td>
<td>45 feet</td>
</tr>
<tr>
<td>Minimum Lot Width For Corner Lots</td>
<td>75 feet</td>
<td>55 feet</td>
</tr>
<tr>
<td>Maximum Lot Coverage (principal building)</td>
<td>40%</td>
<td>55%</td>
</tr>
<tr>
<td>Maximum Height Per Structure</td>
<td>2 stories or 25 feet</td>
<td>35 feet</td>
</tr>
</tbody>
</table>

9. The 13.04 acres proposed for multifamily will require approval of a multifamily concept plan and would be developed with the following exceptions:
<table>
<thead>
<tr>
<th>Standard</th>
<th>Required</th>
<th>Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Front Setback (Texas Drive)</td>
<td>35 feet</td>
<td>20 feet</td>
</tr>
<tr>
<td>Parking Setback</td>
<td>30 feet (SH 183 and SH N. Loop 12)</td>
<td>“May be allowed in front of minimum setback lines”.</td>
</tr>
<tr>
<td>Density</td>
<td>18 units/acre</td>
<td>26.46 units/acre</td>
</tr>
<tr>
<td>Parking Lot Landscaping</td>
<td>A minimum of fifty (50) percent of the total required trees shall be within the interior of the parking lot, and not distributed around the perimeter of the parking lot.</td>
<td>Landscape parking islands not required along Loop 12 or SH 183</td>
</tr>
</tbody>
</table>

10. Currently there has been no development of neighborhood service, retail or medical type uses to support the new residential uses in this area. A letter has been submitted detailing the applicant’s reasons why adding additional residential units to Tract E would be beneficial in this portion of PUD 6. This letter is included in the Council’s packet.

11. In 2015, staff worked with the property owners and the general public to develop a cohesive plan for PUD 6, including for Tract E specifically. During that time, numerous opportunities were presented for the property owners to request or discuss the residential/nonresidential mix in the area, along with the proposed density. Staff does not believe it is appropriate to deviate from the plan for PUD 6 so soon after its adoption, especially given the extensive opportunities for public input; therefore, staff cannot support any additional units beyond the 59 remaining units for Tract E. In addition, during the final deliberations regarding the adoption of the 2017 Imagine Irving Comprehensive Plan, the City Council had multiple discussions about appropriate locations for future multifamily development, and at no time was the addition of more multifamily units in the PUD 6 area considered. Finally, the applicant is requesting several variances from both the single family and the multifamily portions of the development. Since the applicant chose not to submit a Multifamily Concept Plan application concurrent with this request for evaluation by the staff, Commission and Council, staff cannot support the variances requested to the multifamily standards. Accordingly, staff cannot support this request.

12. A total of 14 public notices were mailed. Staff has not received any responses in support and 2 letters and a petition with 39 signatures in opposition to this request. The opposition represents 0.36% of the land within 200 feet of the subject property. Since this is less than 20%, a ¾-vote is not required for approval.

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

**Recommendation**

The ordinance be denied.
Ordinance - Zoning Change #ZC19-0044 - Considering a Zoning Change from R-6 (Single Family) District to S-P-2 (Generalized Site Plan) District for R-6 (Single Family) District Uses - Approximately 0.21 Acres Located at 3002 Altman Drive - Raul Cerda, Applicant/Owner

Administrative Comments

1. The Planning and Zoning Commission Hearing Date and Recommendation: September 3, 2019 – Favorable 5-2 (Commissioners Burns and Spurlock, nay; Commissioners Cronenwett and Richards, absent).

2. The applicant is requesting to rezone the property to construct a carport within the front and side yard setbacks.

3. The 2017 Imagine Irving Comprehensive Plan Future Land Use Map recommends Residential Neighborhood uses for this property. The Residential Neighborhood land use category is 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.

4. The applicant wishes to construct a 23.6-ft. X 22-ft. wide carport that is 10 feet from the front property line and 3-feet from the side property line.

<table>
<thead>
<tr>
<th>Required in R-6</th>
<th>Proposed Carport</th>
</tr>
</thead>
<tbody>
<tr>
<td>Front Setback</td>
<td>25 ft.</td>
</tr>
<tr>
<td>Side Setback</td>
<td>5 ft.</td>
</tr>
</tbody>
</table>

5. While there are other carports in the general area, there are none adjacent to this property. Encroachment of a carport into the front setback is not consistent with the other nearby houses.

6. A total of 35 public notices were mailed. Staff has received five (5) responses in support and none in opposition to this request.

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

Recommendation

The ordinance be denied.
Ordinance - Zoning Case #ZC19-0049 - Considering a Zoning Change from S-P-2 (Generalized Site) District for C-C (Community Commercial) District Uses to S-P-2 (Generalized Site) District for C-C (Community Commercial) District Uses with Hotel Uses - Approximately 4.8106 Acres Located at 2350 & 2800 Valley View Lane - JDJR Engineers and Consultants, Inc., Applicant - Rochelle Valley Development, LLC, Owner

Administrative Comments


2. The 2017 Imagine Irving Comprehensive Plan Future Land Use Map recommends Commercial Corridor uses for this property. This land use category is an auto-oriented district for retail, office and commercial uses, with parking in front with buildings set back from the street and low to midrise buildings. The requested zoning is in conformance with the Comprehensive Plan.

3. The proposed new hotel provides a total of 175 rooms and approximately 2,000 square feet of meeting space. It offers a “prepared breakfast and pre-packaged food” in lieu of a full service restaurant. It will meet the requirements for lobby space, recreation space and room size.

4. Approximately 1/3 of the site (along the western side of the property) is encumbered by a 140-foot wide Oncor easement that contains power lines. A 40-foot gas easement traverses the northern portion of the site.

5. A total of 187 parking spaces are required. While 202 total parking spaces are being provided, 59 spaces are proposed to be located within the 140-foot Oncor easement that traverses the western boundary of the property. At this time, staff has not received any acknowledgement from Oncor that they will allow any parking within their easement, required or otherwise, and Oncor will not provide such acknowledgement until after construction plans are provided for the site. Since Oncor does not allow required parking in its easement, the applicant is in effect asking for only 143 spaces to be required, or a variance of approximately 24%. The site plan notes that the applicant will be providing shuttle service to and from both area airports.

6. Access to the site is proposed with two driveway openings: one from the SH 161 access road and the other from the SH 183 access road. While the access opening from the SH 183 access road has not yet been approved by TXDOT, the applicant understands two points of access will be required, and the site plan will need to be modified to accommodate this requirement prior to construction through an amended Site Plan if TxDOT approval cannot be obtained.

7. Approval of the zoning site plan does not constitute the acceptance of conditions and may need to be amended to match applicable code and engineering standards.

8. The applicant is requesting the following variances to the hotel development
and landscaping and screening standards:

<table>
<thead>
<tr>
<th></th>
<th>Required</th>
<th>Requested Exception</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sleeping Rooms</td>
<td>200 Minimum</td>
<td>175</td>
</tr>
<tr>
<td>Meeting Or Conference Rooms</td>
<td>Combined minimum area of five thousand (5,000) square feet</td>
<td>2,000 sq. ft.</td>
</tr>
<tr>
<td>Restaurant</td>
<td>Full-service restaurant with full kitchen, cooking and service staff on the premise and be open to the general public for breakfast and dinner (minimum) daily</td>
<td>No Restaurant (Prepared breakfast served to guests; pre-packaged food available for purchase)</td>
</tr>
<tr>
<td>Parking</td>
<td>187 spaces</td>
<td>24% reduction requested = 143 required spaces</td>
</tr>
<tr>
<td></td>
<td>1 space/175 rooms = 175 spaces</td>
<td>131 spaces - 0.75/room</td>
</tr>
<tr>
<td></td>
<td>6/1,000 sf for meeting room = 12 spaces</td>
<td>12 spaces for 1,978 sq. ft.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Providing 202 spaces</td>
</tr>
<tr>
<td></td>
<td></td>
<td>59 spaces provided within Oncor Easement</td>
</tr>
<tr>
<td></td>
<td></td>
<td>143 spaces provided outside the Oncor easement</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Oncor does not permit parking within an easement without written authorization, which will not be granted until zoning is approved.</td>
</tr>
<tr>
<td>Landscaping and Setbacks</td>
<td>30-foot parking setback and landscape buffer along SH 161 and SH 183</td>
<td>20-foot parking setback and landscape buffer along right-of-way clip at corner of SH 161 and SH 183</td>
</tr>
<tr>
<td>Access from TxDOT ROW</td>
<td>Two driveways are proposed from the SH 161 and SH 183 access roads; access from SH 183 has not been approved by TxDOT. Denial of the SH 183 access point would also affect the Fire Department’s requirement for two points of access.</td>
<td></td>
</tr>
</tbody>
</table>

The project as provided on the submitted site plan cannot be constructed until the below items are resolved or the project is redesigned and an amended site plan approved.

9. A landscape plan has not been provided. However, landscaping shall be provided in accordance with the City’s requirements. The applicant is requesting a reduction in the landscape buffer along the right-of-way clip at the intersection of SH 183 and SH 161 as noted in the chart. The reason for this exception is to accommodate the
fire lane radius and parking spaces.

10. Staff acknowledges that the applicant has addressed many of the critical site design issues, and will continue to do so if more changes are necessary. However, staff still cannot support this request for the following reasons:

- **Minimum number of rooms** – Staff cannot support a new dual-branded hotel that has a combined total of less than 200 rooms, per the adopted Hotel Development Standards.

- **Full service restaurant** – Staff cannot support not providing a full service restaurant.

- **Minimum meeting space** – Staff cannot support a new dual-branded hotel that has a 60% reduction in the required meeting space, per the adopted Hotel Development Standards.

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

**Recommendation:**
The ordinance be denied.

---

**Ordinance - Zoning Change #ZC19-0050 - Considering a Comprehensive Plan Amendment Changing the Recommended Land Use from "Commercial Corridor" to "Industrial", and Considering a Zoning Change from R-6 (Single Family) District to ML-20 (Light Industrial) District - Approximately 0.424 Acres Located at 2928 Proctor Street - Godwin Sanchez Construction, Applicant/Owner**

**Administrative Comments**
1. The Planning and Zoning Commission Hearing Date and Recommendation: September 3, 2019 – Denial 4-3 (Commissioners Hoedebeck, Patel and McPhail, nay; Commissioners Cronenwett and Richards, absent).

**Comprehensive Plan Amendment**
2. The 2017 Imagine Irving Comprehensive Plan Future Land Use Map recommends Commercial Corridor uses for this property. The Commercial Corridor land use category is an auto-oriented district for retail, office and commercial uses with parking in front with buildings set back from the street. Low to mid-rise buildings. The proposed zoning change is not in conformance with the Comprehensive Plan. The applicant is requesting to amend the Comprehensive Plan Future Land Use Map to Industrial District land use category, which is light to heavy industrial and manufacturing uses.
Zoning Change Request

3. The owner is wishing to rezone to allow an established construction business the ability to use a moderate portion of the property for storage of equipment and supplies. The property is currently developed with a two story building being used for the construction business and the appearance of the site would not change significantly from how it appears today.

Request for Postponement

4. Subsequent to the Planning and Zoning Commission public hearing testimony from the applicant, staff inquired further into the existing and planned activities on the site. After discussion with the applicant, it was determined that the applicant was not requesting the correct zoning district for their full range of planned activities. On September 5, 2019, the applicant submitted a request for an indefinite postponement of the case. The case will be re-advertised and brought back to the Planning and Zoning Commission in a form that adequately and accurately addresses the applicant’s proposed uses for the site.

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

Recommendation

Postpone indefinitely.

Ordinance - Zoning Case #ZC19-0058 - Considering a Zoning Change from HCD (Heritage Crossing District) - NMU (Neighborhood Mixed Use) Subdistrict to S-P-2 (Generalized Site Plan) for HCD (Heritage Crossing District) - NMU (Neighborhood Mixed Use) Subdistrict - Approximately 0.606 Acres Locate at 336 and 404 Clark Street - JDJR Engineers and Consultants, Inc., Applicant - Key Life Homes, Owner

Administrative Comments

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

2. The 2017 Imagine Irving Comprehensive Plan Future Land Use Map recommends Compact Neighborhood uses for this property. The Compact Neighborhood land use category is described as being “Predominantly single-family homes with a diverse mix of building types.” The proposed zoning change is in conformance with the Comprehensive Plan.

3. The applicant is requesting a zoning change in order to subdivide the property into three lots. A new single family home will be built on proposed lots 1 and 2, respectively. The existing home and detached garage on the third lot will remain. All other accessory buildings on the site will be removed as noted on the site plan.
4. The HCD-NMU (Heritage Crossing District – Neighborhood Mixed Use Subdistrict) does not require a minimum lot width or a minimum lot area. However, Section 35-16(e) of the Subdivision Ordinance (Transitional Lot Requirements) states that the minimum lot width and minimum lot area must be no less than 80% of the surrounding lots.

5. Per Section 35-16(e) stipulates that property zoned S-P-1 or S-P-2 shall be exempt from the transitional lot requirements.

6. Based on the average lot width of the surrounding properties, the minimum lot width for the proposed lots is 65.50 feet. The proposed lots have a minimum width of 60 feet, for an exception request of 5.5 feet. Staff believes these lots are comparable to and consistent with the surrounding neighborhood – including the two adjacent lots to the north of the subject property – and are in keeping with the HCD-NMU district.

7. Based on the average lot area of the surrounding properties, the minimum lot area for the proposed lots is 7,620 square feet. The proposed lots have a minimum area of 7,000 square feet, for an exception request of 620 square feet. Staff believes these lots are comparable to and consistent with the surrounding neighborhood – including the two adjacent lots to the north of the subject property – and are in keeping with the HCD-NMU district.

8. The NMU subdistrict requires a 5-foot side yard setback. Since the existing garage on the southernmost portion of the property encroaches into the side yard by approximately 1.5 feet, a note has been added to the site plan stating that the existing garage will be allowed to remain in non-conformance. If the garage is ever removed, any new structure will have to comply with the 5-foot setback.

9. All other requirements of the HCD-NMU district regulations are being met.

10. A total of 42 public notices were mailed. Staff has received one (1) response in support and no responses in opposition to this request.

11. Since the proposed lots are similar to or exceed the width and area of the two lots to the north, are in proper context with the surrounding neighborhood, and since the applicant is not requesting any other exceptions, staff can support this request.

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.
Ordinance - Zoning Case #ZC19-0059 - Considering a Zoning Change from 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) and Hotel Uses to 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) and Hotel Uses - Approximately 2.637 Acres Located at 455 E John Carpenter Freeway - Shreem Captial, Applicant/Owner

Administrative Comments

1. The Planning and Zoning Commission Hearing Date and Recommendation: August 19, 2019 – Favorable 8-0 (Commissioner Richards, absent).

2. The 2017 Imagine Irving Comprehensive Plan Future Land Use Map recommends Urban District uses for this property. The Urban District land use category is for the highest intensity areas of Irving containing a variety of uses in multi-story buildings. It includes pedestrian-design streets and buildings, high quality design and materials, and reduced parking requirements. The proposed zoning change is in conformance with the Comprehensive Plan.

3. On March 22, 2018 the City Council approved Ordinance No. 2018-10033 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) and Hotel uses to develop a 150-room, eight-story full service hotel with variances to the requirements for number of rooms and parking spaces, square footage for guest rooms, and for meeting space.

4. A new developer is requesting to amend the site plan zoning to develop two separate hotels, both with the accessory use of the sale of alcoholic beverages for on-premises consumption, connected by a 2nd floor outdoor plaza and underground two level parking garage.

5. The proposed Cambria hotel will be an eight-story building with 143 rooms, a 1,200 square foot 50-seat full service restaurant with bar and market, a 992 sq. ft. fitness center, 4,922 sq. ft. of meeting space plus 1,870 sq. ft. of pre-function space. The hotel will have a 1,470 sq. ft. outdoor seating area with fire pit and will “share” a 1,822 sq. ft. pool/pool deck area on the roof of the Indigo hotel.

6. The proposed Indigo hotel will be a 13-story building with 150 rooms, a 2,320 square foot 100-seat full service restaurant with bar and 1,080 sq. ft. terrace, a 920 sq. ft. fitness center, 4,306 sq. ft. of meeting space plus 1,267 sq. ft. of pre-function space. The hotel will “share” a 1,822 sq. ft. pool/pool deck area on roof with the Cambria hotel.

7. Each hotel will be required to meet all of the R-AB zoning requirements.

8. Both hotels share an outdoor plaza on the 2nd floor.

9. The applicant is providing 17 ground level parking spaces and 334 parking spaces...
within a two-level underground parking garage accessible and to be shared by both hotels. Total parking provided is 351 parking spaces; 399 parking spaces are required. The applicant is requesting the 12% reduction due to providing an airport shuttle service that will pick-up and drop-off guests at D/FW Airport, and the increased use of ridesharing platforms.

10. The landscaping shall be provided as shown on the attached landscape plan which meets the zoning landscape regulations.

11. The applicant has noted on the site plan that the site is not to be divided and will remain as one lot. The functionality of the garage and breezeway could possibly prevent the subdivision of the site. However, staff believes that the proposed layouts of the buildings appear to function as two separate entities and not as a true dual-brand hotel as seen with other hotel developments which typically share the same structure, entry, and some amenities. These hotels would more than likely be supported if they were separate cases with a limited amount of variances being requested. Staff’s belief is that the two will function as two separate hotels and should be treated as such for zoning purposes.

12. The sale of alcoholic beverages is subject to all requirements of Section 52-49 of the zoning ordinance including the ratio of food sales to alcoholic beverage sales.

13. Since S-P-1 (R-AB) is a detailed site plan district, any future rezoning for modifications to the site plan would affect both hotel buildings. For example, if the owners of the restaurant in the Cambria hotel ever wanted to expand the seating, both hotel buildings would require rezoning.

14. Since staff believes each hotel will function independently except for a shared garage, staff has evaluated each building separately to the hotel design standards (Section 52-35b):

<table>
<thead>
<tr>
<th></th>
<th>REQUIRED</th>
<th>CAMBRIA TOWER (West building)</th>
<th>INDIGO TOWER (East building)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Height</td>
<td>8 stories preferred</td>
<td>8 stories</td>
<td>13 stories</td>
</tr>
<tr>
<td>Sleeping Rooms</td>
<td>200 Minimum</td>
<td>143 rooms (57 room variance)</td>
<td>150 rooms (50 room variance)</td>
</tr>
<tr>
<td>Meeting Or Conference Rooms</td>
<td>Combined minimum area of five thousand (5,000) square feet</td>
<td>4,922 sq. ft. (78 sq. ft. variance)</td>
<td>4,616 sq. ft. (384 sq. ft. variance)</td>
</tr>
</tbody>
</table>
### Parking

<table>
<thead>
<tr>
<th>Property</th>
<th>400 total spaces required</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Cambria</strong></td>
<td>1 space/143 rooms = 143 spaces</td>
</tr>
<tr>
<td></td>
<td>8/1000 sq. ft. for meeting rooms = 40 spaces</td>
</tr>
<tr>
<td></td>
<td>1 space/5 restaurant seats = 10</td>
</tr>
<tr>
<td><strong>Indigo</strong></td>
<td>1 space/150 rooms = 150 spaces</td>
</tr>
<tr>
<td></td>
<td>8/1,000 sf for meeting room = 37 spaces</td>
</tr>
<tr>
<td></td>
<td>1 space/5 restaurant seats = 20</td>
</tr>
</tbody>
</table>

- 351 spaces in shared parking garage – airport shuttle service provided (12% variance)

### Swimming & Recreation

<table>
<thead>
<tr>
<th>Category</th>
<th>Area</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Swimming &amp; Recreation</strong></td>
<td>1,000 sq. ft.</td>
</tr>
<tr>
<td><strong>Fitness Center</strong></td>
<td>992 sq. ft. Fitness Center (8 sq. ft. variance)</td>
</tr>
</tbody>
</table>

### Restaurant

<table>
<thead>
<tr>
<th>Category</th>
<th>Services</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Restaurant</strong></td>
<td>Full-service (open to general public for at least breakfast and dinner)</td>
</tr>
<tr>
<td></td>
<td>Yes – 50 seats</td>
</tr>
<tr>
<td></td>
<td>Yes – 100 seats</td>
</tr>
</tbody>
</table>

15. A total of 13 public notices were mailed. Staff has not received any responses in support of or in opposition to this request.

16. Viewed independently, the only significant variance to the hotel development standards is the number of rooms. The parking variance is just over 12 percent, which is similar to other parking variances granted for hotels with shuttle service in recent years. The meeting space variance for both towers is minimal, as is the variance to the recreation area for the Cambria Tower. Both towers meet or exceed the requirements for all other requirements. Since the two towers will function independently, and since the proposed product is an improvement over the project approved in 2018, staff can support this request.

17. 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 Change #ZC19-0068 - Considering a Zoning Change from S-P-1 (Detailed Site Plan) for C-C (Community Commercial) District to C-C (Community Commercial) District - Approximately 1.248 Acres Located at 5140 N. Belt Line Road - JM Civil Engineering, Applicant - Sun-Age, LLC, Owner

Administrative Comments

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

2. The 2017 Imagine Irving Comprehensive Plan Future Land Use Map recommends Business District uses for this property. The Business District land use category 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. On April 27, 2000 the City Council approved Ordinance No. 99-4992 for S-P-1 (Detailed Site Plan) for C-C (Community Commercial) within the State Highway 161 Overlay District with variances to the required landscaping, building and parking setbacks. In November of 2001 an amended site plan was administratively approved with modifications to the lot layout, the building footprint, the landscaping, driveways, and easements.

4. A new owner/developer has since acquired the property and would like to develop it with a convenience store with gasoline sales but with a different lot layout. The applicant is not proposing any variances and will meet all of the requirements of the C-C (Community Commercial) and State Highway 161 Overlay Districts for setbacks, parking and landscaping.

5. All of the proposed uses are currently allowed either by the existing zoning or the overlay district. Since the use of the property is not changing, and no variances are being requested, staff can support this request.

6. A total of 17 public notices were mailed. Staff has not received any responses in support of 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.
APPOINTMENTS AND REPORTS

48 Mayor's Report

Adjournment
AGENDA ITEM SUMMARY

Meeting: 9/19/2019
DOC ID: 10412
Recommendating Department: Financial Services
LSR No:

Ordinance -- Adoption of the 2019-20 City of Irving Fiscal Year Budget

Administrative Comments
1. This item has been recommended by the Financial Services Department.
2. Impact: The FY 2019-20 budget has been prepared pursuant to discussion with Council and submitted for adoption.
3. Public Hearings were held on June 6, June 20, September 5, and September 10 to allow resident input.

Recommendation
The ordinance be adopted.

ADDITIONAL COMMENTS:
Contract Required: N/A
Previous Action: N/A
Review Completed By: N/A
Council Action:

ATTACHMENTS:
- FY 19-20 Appropriation Schedules (PDF)

CURRENT YEAR FINANCIAL IMPACT:
NONE

REVISION INFORMATION:
Prepared: 8/8/2019 12:27 PM by Anita Gomez
Last Updated: 9/12/2019 02:58 PM by Brad Kearney
AN ORDINANCE APPROVING AND ADOPTING THE ANNUAL BUDGET OF THE CITY OF IRVING, TEXAS, FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2019, AND ENDING SEPTEMBER 30, 2020; PROVIDING FOR ADOPTION OF THE 2019-2020 GENERAL FUND BUDGET; WATER AND SEWER SYSTEM FUND BUDGET; SOLID WASTE SERVICES FUND BUDGET; MUNICIPAL DRAINAGE UTILITY FUND BUDGET; GARAGE FUND BUDGET; CAPITAL IMPROVEMENT FUNDS BUDGETS; GRANT FUNDS BUDGETS; REPLACEMENT FUNDS BUDGETS; INTEREST AND SINKING FUNDS BUDGETS; OTHER FUNDS BUDGETS; AND IRVING CONVENTION AND VISITORS BUREAU, IRVING ARTS CENTER, AND OTHER HOTEL OCCUPANCY TAX FUNDS BUDGETS; PROVIDING FOR THE ADMINISTRATION OF THE BUDGET; AND PROVIDING FOR A SEVERABILITY CLAUSE.

WHEREAS, the City Manager has prepared and submitted to the City Council a budget of all proposed expenditures to be made by the City of Irving in Fiscal Year 2019-2020, and filed the proposed budget with the City Secretary making it available for inspection by any person more than thirty days prior to this date, in compliance with Section 102.005, Texas Local Government Code; and

WHEREAS, after proper notice and public hearing, the City Council has taken the comments of the public and finds that it has performed all other acts required by law for the passage of a municipal budget; and

WHEREAS, the City Council finds that the budget as attached to this ordinance is in the best interests of the taxpayers and will promote a high quality of life for the residents, visitors, and businesses;

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

SECTION 1. That the annual budget of the City of Irving, Texas, for the fiscal year beginning October 1, 2019, and ending September 30, 2020, attached hereto, is hereby approved and adopted, and the respective sums of money therein designated for the various Funds of the City, be and the same are hereby appropriated at the Fund level.

SECTION 2. That the following budgets for the 2019-2020 fiscal year beginning October 1, 2019, and ending September 30, 2020, attached hereto, are hereby approved and adopted: General Fund Budget; Water and Sewer System Fund Budget; Solid Waste Services Fund Budget; Municipal Drainage Utility Fund Budget; Garage Fund Budget; Capital Improvement Funds Budgets; Grant Funds Budgets; Replacement Funds Budgets; Interest and Sinking Funds Budgets; Other Funds Budgets; and Irving Convention and Visitors Bureau, Irving Arts Center, and Other Hotel Occupancy Tax Funds Budgets.

SECTION 3. That true copies of the approved budget be filed in the Office of the City Secretary and posted on the City’s web site.

SECTION 4. That this budget shall be administered by the City Manager as the budget officer and the Chief Executive Officer of the City in accordance with the guidelines established by the City Manager and reported to the City Council.
SECTION 5. 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 BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS, on September 19, 2019.

_____________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

_____________________________
Shanae Jennings
City Secretary

APPROVED AS TO FORM:

_____________________________
Kuruvilla Oommen
City Attorney
This budget will raise less revenue from property taxes than last year's budget by an amount of $-180,548, which is a -0.12 percent decrease from last year's budget. The property tax revenue to be raised from new property added to the tax roll this year is $4,497,880.

The members of the governing body voted on the budget as follows:

FOR:
AGAINST:
PRESENT and not voting:
ABSENT:

Property Tax Rate Comparison

<table>
<thead>
<tr>
<th></th>
<th>2019-2020</th>
<th>2018-2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Property Tax Rate:</td>
<td>$0.594100/100</td>
<td>$0.594100/100</td>
</tr>
<tr>
<td>Effective Tax Rate:</td>
<td>$0.567200/100</td>
<td>$0.582460/100</td>
</tr>
<tr>
<td>Effective Maintenance &amp; Operations Tax Rate:</td>
<td>$0.447200/100</td>
<td>$0.447236/100</td>
</tr>
<tr>
<td>Rollback Tax Rate:</td>
<td>$0.608086/100</td>
<td>$0.608104/100</td>
</tr>
<tr>
<td>Debt Rate:</td>
<td>$0.120000/100</td>
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Total debt obligation for City of Irving secured by property taxes: $387,695,000
## All Funds
### FY 2019-20

<table>
<thead>
<tr>
<th>Fund</th>
<th>Beginning Balance</th>
<th>Total Revenues</th>
<th>Total Funds Available</th>
<th>Total Expenditures</th>
<th>Ending Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Operating Funds</td>
<td>$103,207,132</td>
<td>$393,110,609</td>
<td>$496,317,741</td>
<td>$392,143,648</td>
<td>$104,174,093</td>
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<tr>
<td>Replacement Funds</td>
<td>$11,745,121</td>
<td>$6,390,405</td>
<td>$18,135,527</td>
<td>$6,197,139</td>
<td>$11,938,387</td>
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<tr>
<td>CIP Funds</td>
<td>$10,613,147</td>
<td>$92,348,079</td>
<td>$102,961,226</td>
<td>$89,663,272</td>
<td>$13,297,954</td>
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<tr>
<td>HOT Funds</td>
<td>$27,522,455</td>
<td>$48,729,561</td>
<td>$76,252,016</td>
<td>$50,888,152</td>
<td>$25,363,864</td>
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<td>Grant Funds</td>
<td>$731,306</td>
<td>$4,934,771</td>
<td>$5,666,077</td>
<td>$5,026,271</td>
<td>$639,806</td>
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<tr>
<td>Other Funds</td>
<td>$150,448,548</td>
<td>$147,091,578</td>
<td>$297,540,126</td>
<td>$144,007,718</td>
<td>$153,532,408</td>
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<tr>
<td><strong>Total Funds</strong></td>
<td><strong>$304,267,709</strong></td>
<td><strong>$692,605,003</strong></td>
<td><strong>$996,872,713</strong></td>
<td><strong>$687,926,200</strong></td>
<td><strong>$308,946,512</strong></td>
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Attachment: FY 19-20 Appropriation Schedules (10412 : 08 - Adopt 2019-20 Budget)
## Major Operating Funds
### FY 2019-20
#### Budget Summary

<table>
<thead>
<tr>
<th>Fund</th>
<th>Beginning Balance</th>
<th>Total Revenues and Other Inflows</th>
<th>Total Funds Available</th>
<th>Total Expenditures</th>
<th>Ending Balance</th>
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<tbody>
<tr>
<td>1001 General Fund</td>
<td>$72,270,566</td>
<td>$234,017,969</td>
<td>$306,288,535</td>
<td>$234,017,969</td>
<td>$72,270,566</td>
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<tr>
<td>5402 Water and Sewer System Fund</td>
<td>$22,861,289</td>
<td>$111,681,068</td>
<td>$134,542,357</td>
<td>$111,681,068</td>
<td>$22,861,289</td>
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<tr>
<td>5041 Municipal Drainage Utility Fund</td>
<td>$959,857</td>
<td>$7,349,633</td>
<td>$8,309,490</td>
<td>$7,300,939</td>
<td>$1,008,551</td>
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<td>6036 IT Internal Service Fund</td>
<td>$1,786,039</td>
<td>$15,653,062</td>
<td>$17,439,101</td>
<td>$14,871,480</td>
<td>$2,567,621</td>
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<td>6603 Garage Fund</td>
<td>$1,972,513</td>
<td>$7,651,789</td>
<td>$9,624,302</td>
<td>$7,490,104</td>
<td>$2,134,198</td>
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**Total Expenditures** | $392,143,648 |
## Replacement Funds
### FY 2019-20
#### Budget Summary

<table>
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<tr>
<th>Fund</th>
<th>Beginning Balance</th>
<th>Total Revenues</th>
<th>Total Funds Available</th>
<th>Total Expenditures</th>
<th>Ending Balance</th>
</tr>
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<tbody>
<tr>
<td>6604 Vehicle and Equipment Replacement Fund</td>
<td>$11,745,121</td>
<td>$6,390,405</td>
<td>$18,135,527</td>
<td>$6,197,139</td>
<td>$11,938,387</td>
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| Total Expenditures | $6,197,139 |

Attachment: FY 19-20 Appropriation Schedules (10412 : 08 - Adopt 2019-20 Budget)
<table>
<thead>
<tr>
<th>Fund</th>
<th>Beginning Balance</th>
<th>Bond Proceeds</th>
<th>Other Revenue</th>
<th>Total Funds Available</th>
<th>Total Expenditures</th>
<th>Ending Balance</th>
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<tbody>
<tr>
<td>4001 General Fund Non-Bond  CIP</td>
<td>$</td>
<td>- $</td>
<td>- $</td>
<td>$754,122</td>
<td>$577,648</td>
<td>$176,473</td>
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<td>4003 Texas Stadium Project Fund</td>
<td>$56,021</td>
<td>- $</td>
<td>- $</td>
<td>$63,342</td>
<td>- $</td>
<td>$63,342</td>
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<tr>
<td>400401 Entertainment Center ARK Bond Fund</td>
<td>$131,500</td>
<td>- $</td>
<td>- $</td>
<td>$131,500</td>
<td>- $</td>
<td>$131,500</td>
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<td>4005 Street Improvement Bond Fund</td>
<td>$922,508</td>
<td>$15,550,000</td>
<td>$604,191</td>
<td>$17,076,699</td>
<td>$15,802,986</td>
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<td>4006 Storm Sewer Bond Fund</td>
<td>$840,029</td>
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<td>$454,296</td>
<td>$1,294,325</td>
<td>- $</td>
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<tr>
<td>4007 Park Improvement Bond Fund</td>
<td>$24,695</td>
<td>$11,450,000</td>
<td>$60,047</td>
<td>$11,534,742</td>
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<td>4008 Fire Station Bond Fund</td>
<td>$79,568</td>
<td>$400,000</td>
<td>$21,656</td>
<td>$501,224</td>
<td>$400,000</td>
<td>$101,224</td>
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<td>4018 Landfill Bond Fund</td>
<td>$172,539</td>
<td>- $</td>
<td>$32,813</td>
<td>$205,352</td>
<td>- $</td>
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<tr>
<td>4030 City Building Improvement Bond Fund</td>
<td>$95,118</td>
<td>$3,600,000</td>
<td>$43,479</td>
<td>$3,738,597</td>
<td>$3,600,000</td>
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<td>4040 Convention Center Hotel Bond Fund</td>
<td>$264,469</td>
<td>- $</td>
<td>- $</td>
<td>$264,469</td>
<td>- $</td>
<td>$264,469</td>
</tr>
<tr>
<td>4041 Convention Center Hotel Garage Bond Fund</td>
<td>$224,852</td>
<td>- $</td>
<td>- $</td>
<td>$224,852</td>
<td>- $</td>
<td>$224,852</td>
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<tr>
<td>4064 DART Fund</td>
<td>$2,950</td>
<td>- $</td>
<td>$2,005</td>
<td>$4,955</td>
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<td>4065 Radio Communications System Bond</td>
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<td>$110,785</td>
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<td>4069 Infrastructure Fund</td>
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<td>$13,125</td>
<td>$3,899,814</td>
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<td>4070 Gateway Development Bond Fund</td>
<td>$201,136</td>
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<td>$69,427</td>
<td>$1,770,563</td>
<td>$1,648,000</td>
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<tr>
<td>408003 PID#3—Parkside Fund</td>
<td>$48,202</td>
<td>- $</td>
<td>- $</td>
<td>$48,202</td>
<td>- $</td>
<td>$48,202</td>
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<tr>
<td>5042 MDU Bond Fund</td>
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<td>$20,000,571</td>
<td>$20,000,571</td>
<td>$20,000,571</td>
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<td>5043 MDU Non-Bond CIP Fund</td>
<td>$31,738</td>
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<td>$2,272,803</td>
<td>$2,207,013</td>
<td>$5,793</td>
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<tr>
<td>5063 SWS Non-Bond CIP Fund</td>
<td>$1,203,633</td>
<td>- $</td>
<td>$66,257</td>
<td>$1,269,890</td>
<td>- $</td>
<td>$1,269,890</td>
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<tr>
<td>5411 Water Improvement Bond Fund</td>
<td>$3,642,561</td>
<td>$3,500,000</td>
<td>$229,769</td>
<td>$3,732,330</td>
<td>$3,596,926</td>
<td>$3,775,404</td>
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<td>5412 Sanitary Sewer Bond Fund</td>
<td>$1,111,348</td>
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<td>$15,012,864</td>
<td>$13,496,926</td>
<td>$1,515,933</td>
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<td>5422 Water and Sewer Non-Bond CIP Fund</td>
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<td>$15,409,225</td>
<td>$13,355,000</td>
<td>$2,054,22</td>
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</table>

**Total Expenditures** $89,663,272

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**Attachment:** FY 19-20 Appropriation Schedules (10412 : 08 - Adopt 2019-20 Budget)
ICVB, Arts Center and Other Hotel Occupancy Tax Funds  
FY 2019-20
Budget Summary

Irving Convention and Visitors’ Bureau

<table>
<thead>
<tr>
<th></th>
<th>Beginning Fund Balance</th>
<th>Total Revenues</th>
<th>Total Funds Available</th>
<th>Total Expenditures</th>
<th>Ending Fund Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>2201 General Fund</td>
<td>$ 2,392,987</td>
<td>$ 8,644,599</td>
<td>$ 11,037,586</td>
<td>$ 9,013,700</td>
<td>$ 2,023,886</td>
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<tr>
<td>2202 Reserve Fund</td>
<td>$ 1,291,224</td>
<td>$ 70,000</td>
<td>$ 1,361,224</td>
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<td>$ 1,361,224</td>
</tr>
<tr>
<td>2203 Computer Replacement Fund</td>
<td>$ 233,617</td>
<td>$ 5,000</td>
<td>$ 238,617</td>
<td>$ 45,000</td>
<td>$ 193,617</td>
</tr>
<tr>
<td>2204 Building Fund</td>
<td>$ 1,502,812</td>
<td>$ 230,000</td>
<td>$ 1,732,812</td>
<td>$ 1,181,250</td>
<td>$ 551,562</td>
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</table>

Total Expenditures $10,239,950

Irving Arts Center

<table>
<thead>
<tr>
<th></th>
<th>Beginning Fund Balance</th>
<th>Total Revenues</th>
<th>Total Funds Available</th>
<th>Total Expenditures</th>
<th>Ending Fund Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>2310 General Fund</td>
<td>$ 4,345,281</td>
<td>$ 5,620,779</td>
<td>$ 9,966,060</td>
<td>$ 6,261,624</td>
<td>$ 3,704,436</td>
</tr>
<tr>
<td>2340 Computer Replacement Fund</td>
<td>$ 113,568</td>
<td>$ 10,575</td>
<td>$ 124,143</td>
<td>$ 12,000</td>
<td>$ 112,143</td>
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<tr>
<td>2370 Special Exhibit Fund</td>
<td>$ 797,303</td>
<td>$ 6,324</td>
<td>$ 803,627</td>
<td>$ 250,000</td>
<td>$ 553,627</td>
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</tbody>
</table>

Total Expenditures $6,523,624

Other Hotel Occupancy Tax Funds

<table>
<thead>
<tr>
<th></th>
<th>Beginning Fund Balance</th>
<th>Total Revenues</th>
<th>Total Funds Available</th>
<th>Total Expenditures and Other Outflows</th>
<th>Ending Fund Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>2026 Main Street and Events Fund</td>
<td>$ 452,815</td>
<td>$ 155,712</td>
<td>$ 608,527</td>
<td>$ 108,630</td>
<td>$ 499,897</td>
</tr>
<tr>
<td>2060 Convention Center Complex Fund</td>
<td>$ 5,347,791</td>
<td>$ 7,248,542</td>
<td>$ 12,596,333</td>
<td>$ 7,167,415</td>
<td>$ 5,428,918</td>
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<tr>
<td>2061 Entertainment Venue Fund - Pre August 5, 2013</td>
<td>$ 4,766,291</td>
<td>$ 73,843</td>
<td>$ 4,840,134</td>
<td>$ 393,627</td>
<td>$ 4,446,507</td>
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<tr>
<td>2062 Entertainment Post - Post August 5, 2013</td>
<td>$ 2,273,473</td>
<td>$ 6,743,807</td>
<td>$ 9,017,280</td>
<td>$ 7,543,807</td>
<td>$ 1,473,473</td>
</tr>
<tr>
<td>206202 Entertainment Venue Fund - Reserve for M&amp;O</td>
<td>$ 1,185,561</td>
<td>$ 15,611</td>
<td>$ 1,201,172</td>
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<td>206203 Entertainment Venue Fund - Admissions Tax</td>
<td>$ -</td>
<td>$ 2,300,000</td>
<td>$ 2,300,000</td>
<td>$ 2,300,000</td>
<td>$ -</td>
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<tr>
<td>206204 Entertainment Venue Fund - Administrative Expenses</td>
<td>$ 245,203</td>
<td>$ 859,429</td>
<td>$ 1,104,632</td>
<td>$ 1,104,632</td>
<td>$ -</td>
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<tr>
<td>206205 Entertainment Venue Fund - Excess Brimer HOT</td>
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<td>$ 1,082,813</td>
<td>$ 1,082,813</td>
<td>$ 1,082,813</td>
<td>$ -</td>
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<tr>
<td>2063 Convention Center Hotel Fund</td>
<td>$ -</td>
<td>$ 2,495,965</td>
<td>$ 2,495,965</td>
<td>$ 2,495,965</td>
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<tr>
<td>206301 Convention Center Hotel Reserve Fund</td>
<td>$ -</td>
<td>$ 500,000</td>
<td>$ 500,000</td>
<td>$ -</td>
<td>$ 500,000</td>
</tr>
<tr>
<td>2065 Heritage and Museum Fund</td>
<td>$ 1,688,230</td>
<td>$ 597,262</td>
<td>$ 2,285,492</td>
<td>$ 1,058,446</td>
<td>$ 1,227,046</td>
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<tr>
<td>3016 Entertainment Venue Debt Service Fund</td>
<td>$ 34,618</td>
<td>$ 4,075,905</td>
<td>$ 4,110,523</td>
<td>$ 4,075,905</td>
<td>$ 34,618</td>
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<tr>
<td>3301 Hotel Occupancy Debt Service Fund</td>
<td>$ (5,673,648)</td>
<td>$ 7,578,637</td>
<td>$ 1,904,989</td>
<td>$ 6,793,338</td>
<td>$ (4,888,349)</td>
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<tr>
<td>3303 Entertainment Brimer HOT Reserve Fund</td>
<td>$ 5,753,289</td>
<td>$ 77,968</td>
<td>$ 5,831,257</td>
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<td>$ 5,831,257</td>
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Total Expenditures $34,124,578

Total $50,888,152
### Grant Funds
#### FY 2019-20
##### Budget Summary

<table>
<thead>
<tr>
<th>Fund</th>
<th>Beginning Balance</th>
<th>Total Revenues</th>
<th>Total Funds Available</th>
<th>Total Expenditures</th>
<th>Ending Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>201020 Community Development Block Grant</td>
<td>$</td>
<td>$ 2,239,119</td>
<td>$ 2,239,119</td>
<td>$ 2,239,119</td>
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<td>202020 Home Investment Partnerships Grant</td>
<td>$</td>
<td>$ 774,600</td>
<td>$ 774,600</td>
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<tr>
<td>203020 Emergency Solutions Grant</td>
<td>$</td>
<td>$ 187,406</td>
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<tr>
<td>2040 Criminal Justice Grant</td>
<td>$</td>
<td>$ 454,734</td>
<td>$ 454,734</td>
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<tr>
<td>2070 TX Highway Safety Grant</td>
<td>$</td>
<td>$ 193,681</td>
<td>$ 193,681</td>
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<tr>
<td>2072 Miscellaneous Grants</td>
<td>$ 259,773</td>
<td>$ 459,855</td>
<td>$ 719,628</td>
<td>$ 477,655</td>
<td>$ 241,973</td>
</tr>
<tr>
<td>2075 Library Grant</td>
<td>$ 31,837</td>
<td>$ 189,000</td>
<td>$ 220,837</td>
<td>$ 144,000</td>
<td>$ 76,837</td>
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<td>2076 Emergency Management Grant</td>
<td>$ (44,212)</td>
<td>$ 291,376</td>
<td>$ 247,164</td>
<td>$ 290,076</td>
<td>$ (42,912)</td>
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<td>2077 Donations</td>
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<td>$ 145,000</td>
<td>$ 628,908</td>
<td>$ 265,000</td>
<td>$ 363,908</td>
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**Total Expenditures** $5,026,271
## Other Funds
### FY 2019-20
#### Budget Summary

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<tr>
<th>Fund</th>
<th>Beginning Balance</th>
<th>Total Revenues</th>
<th>Total Funds Available</th>
<th>Total Expenditures</th>
<th>Ending Balance</th>
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</thead>
<tbody>
<tr>
<td>3014 General Debt Service Fund</td>
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<td>$37,980,875</td>
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<tr>
<td>3018 Solid Waste Services Debt Service Fund</td>
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<td>$2,489,825</td>
<td>$2,529,256</td>
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<tr>
<td>3019 Solid Waste Services Debt Service Reserve Fund</td>
<td>$2,619,515</td>
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<td>$2,672,802</td>
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<tr>
<td>302001 PID#1/TIF#3—Bridges of Las Colinas Debt Service Fund</td>
<td>$763</td>
<td>$478,725</td>
<td>$479,488</td>
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<td>$1,113</td>
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<tr>
<td>302002 PID#2/TIF#4—Ranchview Debt Service Fund</td>
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<td>$257,759</td>
<td>$259,083</td>
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<td>$2,345</td>
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<td>302003 PID#3/TIF#5—Parkside Debt Service Fund</td>
<td>$6,301</td>
<td>$1,619,579</td>
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<tr>
<td>3310 Convention Center Hotel Debt Service Fund</td>
<td>$1,587,067</td>
<td>$1,773,180</td>
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<td>$1,564,073</td>
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<td>5045 MDU Debt Service Fund</td>
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<td>5046 MDU Reserve Fund</td>
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<tr>
<td>5417 Water and Sewer System Debt Service Fund</td>
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<td>$27,411,864</td>
<td>$24,313,004</td>
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<tr>
<td>5418 New Lien Water/Sewer Reserve Fund</td>
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<td>$8,695,247</td>
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<tr>
<td>5423 Water Resources Development Fund</td>
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<td>$3,857,934</td>
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<td>$3,357,934</td>
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<td>5426 Lake Chapman Reserve Fund</td>
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<td>6727 Flexible Spending Fund</td>
<td>$42,090</td>
<td>$634,172</td>
<td>$676,262</td>
<td>$648,389</td>
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<td>6737 Health Self-Insurance Fund</td>
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<td>$41,547,145</td>
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<td>-</td>
<td>$161,307</td>
<td>$28,350</td>
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<td>6750 Self Insurance Casualty</td>
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<td>$4,268,967</td>
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<td>7054 Supplemental Benefit Plan Fund</td>
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<td>$8,000,000</td>
<td>$74,297,226</td>
<td>$4,487,988</td>
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<td>$758,963</td>
<td>$135,000</td>
<td>$893,963</td>
<td>$715,000</td>
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<td>$155,000</td>
<td>$467,093</td>
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<td>205202 Seized Narcotics Fund—Treasury</td>
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<td>$36,000</td>
<td>$458,494</td>
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<td>2046 Municipal Court Technology Fees Fund</td>
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<td>$93,517</td>
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<td>2054 Municipal Court Time Payment Fees Fund</td>
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<td>Total Funds Available</td>
<td>Total Expenditures</td>
<td>Ending Balance</td>
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<td>2055 Junvenile Case Management Fund</td>
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<td>2160 Economic Development Incentive Fund</td>
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<td>$6,608,125</td>
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<td>$7,608</td>
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<tr>
<td>2044 TIF DISTRICT #6 - Stadium Site</td>
<td>$18,137</td>
<td>$43,094</td>
<td>$61,231</td>
<td>$0</td>
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<tr>
<td>2045 TIF DISTRICT #5/PID#3—Parkside</td>
<td>$67,875</td>
<td>$1,605,936</td>
<td>$1,673,811</td>
<td>$1,623,655</td>
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<td>2047 TIF DISTRICT #4/PID#2—Ranchview</td>
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<td>$258,505</td>
<td>$272,272</td>
<td>$264,342</td>
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<td>2048 TIF DISTRICT #3/PID#1—Bridges of Las Colinas</td>
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<td>$518,659</td>
<td>$503,577</td>
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<td>2049 Tax Increment Financing District #2 Fund</td>
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<td>$591,771</td>
<td>$43,045</td>
<td>$548,726</td>
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<td>2079 Red Light Camera Enforcement Fund</td>
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<td>$197,750</td>
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<td>$365,000</td>
<td>$1,167,137</td>
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<td>2082 Tree Mitigation Fund</td>
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<td>2083 Irving Golf Club Fund</td>
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<td>$1,312,200</td>
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**Total Expenditures $144,007,718**
## FY 2019-20 Authorized Position Walkforward

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</thead>
<tbody>
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<td>Part Time</td>
<td>Total</td>
<td>Full Time</td>
<td>Part Time</td>
<td>Total</td>
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<td>9</td>
<td>9</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
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<td>-</td>
<td>9</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>City Manager</td>
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<td>12</td>
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<td>574</td>
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<td>373</td>
<td>1</td>
<td>374</td>
<td>1</td>
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<td>236</td>
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<td>-</td>
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<td>-</td>
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<td>-</td>
<td>10</td>
<td>-</td>
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<td>-</td>
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<td>-</td>
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<td>21</td>
<td>1</td>
<td>22</td>
<td>-</td>
<td>-</td>
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<tr>
<td>Economic Development</td>
<td>4</td>
<td>-</td>
<td>4</td>
<td>1</td>
<td>-</td>
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<tr>
<td><strong>Total General Fund</strong></td>
<td>1,574</td>
<td>298</td>
<td>1,872</td>
<td>48</td>
<td>5</td>
</tr>
</tbody>
</table>

### Water and Sewer System Fund

| Water and Sewer Operations | 162 | 2 | 164 | 2 | - | 2 | - | - | - | - | - | - | - | - | - |
| **Total Water and Sewer Fund** | 162 | 2 | 164 | 2 | - | 2 | - | - | - | - | - | - | - | - | - |

### Solid Waste Services Fund

| SWS Operations | 97 | - | 97 | 1 | - | 1 | - | - | - | - | - | - | - | - | - |
| **Solid Waste Services Fund** | 97 | - | 97 | 1 | - | 1 | - | - | - | - | - | - | - | - | - |

### Municipal Drainage Utility Fund

| MDU Operations | 26 | 4 | 30 | 6 | - | 6 | - | - | - | - | - | - | - | - | - |
| **Total MDU Fund** | 26 | 4 | 30 | 6 | - | 6 | - | - | - | - | - | - | - | - | - |

### Other Funds

| Convention and Visitors Bureau | 21 | 22 | 43 | - | - | - | - | - | - | - | - | - | - | - | - |
| Arts Center | 17 | 44 | 61 | 2 | - | 2 | - | (3) | (3) | - | - | - | - | - | - |
| Museum Fund | 5 | 7 | 12 | - | - | - | - | - | - | - | - | - | - | - | - |
| Grant Funds (Comm. Dev.) | 11 | - | 11 | - | - | - | - | - | - | - | - | - | - | - | - |
| Garage Fund | 31 | - | 31 | - | - | - | - | - | - | - | - | - | - | - | - |
| Red Light Camera Fund | 1 | - | 1 | - | - | - | (1) | - | (1) | - | - | - | - | - | - |
| Miscellaneous Grant Fund | 3 | - | 3 | 5 | - | 5 | (3) | - | (3) | - | - | - | - | - | - |
| Criminal Justice Grant Fund | 2 | 2 | 4 | - | 1 | 1 | - | - | - | - | - | - | - | - | - |
| Emergency Mgmt. Grant Fund | 2 | - | 2 | - | - | - | - | - | - | - | - | - | - | - | - |
| Juvenile Case Manager Fund | 1 | - | 1 | - | - | - | - | - | - | - | - | - | - | - | - |
| **Total Other Funds** | 94 | 75 | 169 | 7 | 1 | 8 | (4) | (3) | (7) | 97 | 73 | 170 | - | - | - |

### Total Authorized Personnel

| 1,953 | 379 | 2,332 | 64 | 6 | 70 | (9) | (5) | (14) | 2,008 | 380 | 2,388 | 49 | 3 | 52 |

Part Time includes seasonal positions; Additions and Deletions include transfers between departments and new positions.
## FY 2019-20 POSITION CHANGE SUMMARY

### New Positions

<table>
<thead>
<tr>
<th>General Fund Department</th>
<th>Full-Time</th>
<th>Part-Time</th>
<th>Title(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Police</td>
<td>2</td>
<td></td>
<td>Sergeant</td>
</tr>
<tr>
<td>Police</td>
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<td></td>
<td>Police Officer</td>
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<tr>
<td>Police</td>
<td>8</td>
<td></td>
<td>Dispatcher II</td>
</tr>
<tr>
<td>Police</td>
<td>2</td>
<td></td>
<td>Animal Care Officers</td>
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<tr>
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<td></td>
<td>1</td>
<td>Mental Health Program Manager</td>
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<tr>
<td>Fire</td>
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<td></td>
<td>Fire Prevention Specialist</td>
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<tr>
<td>Economic Development</td>
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<td></td>
<td>Contracts Administrator</td>
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<tr>
<td>Planning</td>
<td></td>
<td>2</td>
<td>Census Count Committee</td>
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<tr>
<td>CIP</td>
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<td>Custodian</td>
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<tr>
<td>Transportation</td>
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<td></td>
<td>Traffic Operations Center Operators</td>
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<td>Traffic Safety Graduate Engineer (Moved from RLC)</td>
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<tr>
<td>Information Technology</td>
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<td></td>
<td>IT Support Specialists</td>
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<tr>
<td><strong>TOTAL GENERAL FUND</strong></td>
<td>40</td>
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### Other Funds

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<th>Title(s)</th>
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<tbody>
<tr>
<td>MDU</td>
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<td>MDU Development Coordinator</td>
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<td></td>
<td>Senior Civil Engineer</td>
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<tr>
<td>MDU</td>
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<td></td>
<td>Civil Engineer</td>
</tr>
<tr>
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<td>2</td>
<td></td>
<td>Engineering Technician</td>
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<tr>
<td>MDU</td>
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<td></td>
<td>Engineering Inspector</td>
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<tr>
<td>SWS</td>
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<td>Environmental Compliance Administrator</td>
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<tr>
<td>Water &amp; Sewer</td>
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<td></td>
<td>Utility Service Tech I</td>
</tr>
<tr>
<td>Water &amp; Sewer</td>
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<td>Utility Service Tech II</td>
</tr>
<tr>
<td><strong>TOTAL OTHER FUNDS</strong></td>
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**TOTAL NEW POSITIONS** 49

### Eliminated Positions

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<th>Part-Time</th>
<th>Title(s)</th>
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<td>Parks and Recreation</td>
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<td>Lifeguard I</td>
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<td><strong>TOTAL GENERAL FUND</strong></td>
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### Other Funds

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<th>Title(s)</th>
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<tr>
<td>IAC</td>
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<td>Theater Technician</td>
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<td>Red Light Camera Fund</td>
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<td>Moved to General Fund</td>
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<td>(1)</td>
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<tr>
<td><strong>TOTAL ELIMINATED POSITIONS</strong></td>
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<td>(2)</td>
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**NET GENERAL FUND PERSONNEL CHANGE** 40 2 42

**NET TOTAL PERSONNEL CHANGE** 48 1 49
Ordinance -- Ratifying the Fiscal Year 2019-20 Budget Which Increases Property Tax Revenues

Administrative Comments
1. This item is recommended by the Financial Services Department.
2. State law requires this item to be adopted if the proposed budget raises additional revenue from property taxes compared to the prior year.
3. Based on the calculation required by state law, the proposed budget does not raise additional revenue from property taxes compared to the prior year. The cover page of the budget states that the budget will raise less revenue from property taxes. This calculation is impacted by revenues associated with the city’s TIF districts.
4. The proposed budget is based on the current tax rate, which exceeds the effective tax rate.
5. Because the proposed budget is based on a tax rate in excess of the effective tax rate, staff recommends adoption of this item.

Recommendation
The ordinance be adopted.

ADDITIONAL COMMENTS:

Contract Required: N/A
Previous Action: N/A
Review Completed By: N/A
Council Action: N/A

ATTACHMENTS:
- Budget Cover page (PDF)

CURRENT YEAR FINANCIAL IMPACT:
NONE

REVISION INFORMATION:
Prepared: 8/8/2019 01:27 PM by Anita Gomez
Last Updated: 9/10/2019 08:50 AM by Brad Kearney

WHEREAS, Chapter 102 of the Local Government Code relating in part to “truth-in-taxation disclosure” requires the City to ratify by a separate vote and providing the necessary disclosure language in the ratification, when there is an increase to the property tax revenues in the proposed budget as compared to the previous year; and

WHEREAS, the City’s FY 2019-20 Budget has an increase in property tax revenues as compared to the previous year without differentiating Tax Increment Reinvestment Zone revenues; and

WHEREAS, as a result of the approval of the FY 2019-20 Budget, the City Council finds that it must ratify the increased revenue from property taxes; and

WHEREAS, the Dallas County Appraisal District has advised that there will be a decrease in tax revenues under the proposed Irving Budget when Tax Increment Reinvestment Zone revenues are differentiated from other tax revenues; and

WHEREAS, in an abundance of caution, and to meet any and all requirements of Section 102.007(c), Texas Local Government Code, regardless of which method of calculation would be considered correct for purposes of the Local Government Code, the City Council hereby wishes to ratify the tax revenue increase, to the extent that there is such an increase; and

WHEREAS, the City Council desires to provide the most information to the public on this important matter and will provide statements relative to tax revenue increase without differentiating Tax Increment Reinvestment Zone revenues and with differentiation of such revenues in the ordinance adopting the budget;

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

SECTION 1. The increased revenue from property taxes in the FY 2019-20 City Budget is hereby ratified, with the following declaration:

“This budget will raise more revenue from property taxes than last year’s budget by an amount of $13,491,299, which is an 8.83 percent increase from last year’s budget. The property tax revenue to be raised from new property added to the tax roll this year is $4,497,880.”

SECTION 2. That this ordinance shall be effective on September 30, 2019.

SECTION 3. 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 BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS, on September 19, 2019.

______________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

_____________________________
Shanae Jennings
City Secretary

APPROVED AS TO FORM:

_____________________________
Kuruvilla Oommen
City Attorney
This budget will raise less revenue from property taxes than last year's budget by an amount of $-180,548, which is a -0.12 percent decrease from last year's budget. The property tax revenue to be raised from new property added to the tax roll this year is $4,497,880.

The members of the governing body voted on the budget as follows:

FOR:

AGAINST:

PRESENT and not voting:

ABSENT:

Property Tax Rate Comparison

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<td>Effective Tax Rate:</td>
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<td>$0.582460/100</td>
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<tr>
<td>Effective Maintenance &amp; Operations Tax Rate:</td>
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<td>$0.447236/100</td>
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<td>Rollback Tax Rate:</td>
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</tr>
<tr>
<td>Debt Rate:</td>
<td>$0.120000/100</td>
<td>$0.120000/100</td>
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</table>

Total debt obligation for City of Irving secured by property taxes: $387,695,000
Ordinance -- Setting the 2019 Tax Rate and Levying the Tax as Required by the State of Texas Property Tax Code

Administrative Comments

1. This item has been recommended by the Financial Services Department.

2. **Impact**: The adoption of the tax rate of $0.5941 per $100 of value provides the revenues necessary to balance the proposed FY 2019-20 budget. Additional revenues from property taxes will be used to enhance public safety services, invest in infrastructure improvement and maintain current service levels.

3. The total proposed tax rate is $0.5941 per $100 in value. The Texas Property Tax Code requires adoption of the tax rate in its two components, Maintenance and Operations and Debt Service. The proposed tax rate in its component parts is:

   **Maintenance and Operations Tax Rate**   $0.4741
   **Debt Service Tax Rate**                $0.1200
   **Total City of Irving Tax Rate**        $0.5941

4. For comparison, the proposed, current, effective, and rollback rates are:

   **Proposed Tax Rate**   $0.594100
   **Preceding Year’s Tax Rate**   $0.594100
   **Effective Tax Rate**   $0.567200
   **Rollback Tax Rate**   $0.608086

5. The proposed tax rate maintains the same rate as the prior year.

6. The proposed tax rate will raise more taxes for maintenance and operations than last year’s tax rate. It is greater than the effective rate.

7. The proposed maintenance and operations tax rate will effectively be raised by 6.0 percent and will raise taxes for maintenance and operations on a $100,000 home by approximately $26.90.

8. On August 21, 2019 at the Budget Retreat, Council adopted a resolution expressing an intent to adopt a tax rate that does not exceed $0.5941.

**Recommendation**

The ordinance be adopted.
Previous Action: N/A    Council Action: N/A

ATTACHMENTS:
- Notice of Proposed Tax Rate (PDF)

CURRENT YEAR FINANCIAL IMPACT:
N/A

REVISION INFORMATION:
Prepared: 8/8/2019 01:27 PM by Anita Gomez
Last Updated: 9/9/2019 04:14 PM by Brad Kearney
AN ORDINANCE FIXING AND LEVYING MUNICIPAL AD VALOREM TAXES FOR THE CITY OF IRVING, TEXAS, FOR THE YEAR 2019; DIRECTING THE ASSESSMENT THEREOF; AND PROVIDING FOR A SEVERABILITY CLAUSE.

WHEREAS, the Tax Assessor has submitted to the Irving City Council the tax rate calculated and published pursuant to Section 26.04 of the Texas Property Tax Code; and

WHEREAS, the City Council has adopted a budget of all proposed expenditures for fiscal year 2019-20;

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

SECTION 1. For the maintenance and operations expenditures of the City of Irving, Texas, for the next year, there is hereby levied and ordered to be assessed and collected for the year 2019, on all property situated within the corporate limits of the City of Irving, Texas, and not exempt from taxation by valid law, an ad valorem tax at the rate of $0.4741 on the One Hundred Dollar ($100.00) valuation of such property.

SECTION 2. For the purpose of paying interest and providing a sinking fund for the payment of each issue of bonds issued for various municipal purposes, including the various installments of principal falling due during the ensuing year, there is hereby levied and ordered to be assessed and collected for the year 2019 on all property situated within the corporate limits of the City of Irving, Texas, and not exempt from taxation by valid law, an ad valorem tax at the rate of $0.1200 on the One Hundred Dollar ($100.00) valuation of such property.

SECTION 3. That the City Council by this ordinance hereby notifies the Tax Assessor the tax rate adopted for the 2019 tax year is $0.5941 per One Hundred Dollar ($100.00) valuation.

SECTION 4. THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR’S TAX RATE. THE MAINTENANCE AND OPERATIONS TAX RATE WILL EFFECTIVELY BE RAISED BY 6.0 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A $100,000 HOME BY APPROXIMATELY $26.90.

SECTION 5. 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 BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS, on September 19, 2019.

_____________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

_____________________________
Shanae Jennings
City Secretary

APPROVED AS TO FORM:

_____________________________
Kuruvilla Oommen
City Attorney
NOTICE OF 2019 TAX YEAR PROPOSED PROPERTY TAX RATE FOR CITY OF IRVING

A tax rate of $0.594100 per $100 valuation has been proposed for adoption by the governing body of City of Irving. This rate exceeds the lower of the effective or rollback tax rate, and state law requires that two public hearings be held by the governing body before adopting the proposed tax rate.

The governing body of City of Irving proposes to use revenue attributable to the tax rate increase for the purpose of enhancing public safety services, investing in infrastructure improvement and maintaining current service levels for all other city services.

<table>
<thead>
<tr>
<th>PROPOSED TAX RATE</th>
<th>$0.594100 per $100</th>
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</thead>
<tbody>
<tr>
<td>PRECEDING YEAR'S TAX RATE</td>
<td>$0.594100 per $100</td>
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<tr>
<td>EFFECTIVE TAX RATE</td>
<td>$0.567200 per $100</td>
</tr>
<tr>
<td>ROLLBACK TAX RATE</td>
<td>$0.608086 per $100</td>
</tr>
</tbody>
</table>

The effective tax rate is the total tax rate needed to raise the same amount of property tax revenue for City of Irving from the same properties in both the 2018 tax year and the 2019 tax year.

The rollback tax rate is the highest tax rate that City of Irving may adopt before voters are entitled to petition for an election to limit the rate that may be approved to the rollback rate.

YOUR TAXES OWED UNDER ANY OF THE ABOVE RATES CAN BE CALCULATED AS FOLLOWS:

\[
\text{property tax amount} = (\text{rate}) \times \left(\frac{\text{taxable value of your property}}{100}\right)
\]

For assistance or detailed information about tax calculations, please contact:

John R. Ames, PCC, CTA  
Dallas County Tax Assessor/Collector  
1201 Elm Street, Suite 2600, Dallas TX  
214.653.7811  
TNTHELP@dallascounty.org

You are urged to attend and express your views at the following public hearings on the proposed tax rate:

First Hearing: September 5, 2019 at 7:00pm at Irving City Hall, 825 W. Irving Blvd., Irving TX 75060.

Second Hearing: September 10, 2019 at 7:00pm at Irving City Hall, 825 W. Irving Blvd., Irving TX 75060.
Ordinance -- Adopting the 2019 City of Irving Tax Roll as Required by the State of Texas Property Tax Code

Administrative Comments
1. This item has been recommended by the Financial Services Department.
2. Impact: Adoption of the Appraisal Roll with the calculation of tax imposed on each property becomes the City’s Tax Roll for collection of this year’s taxes.
3. The Tax Assessor has calculated and determined the tax imposed on each piece of property included on the appraisal roll for the City of Irving pursuant to Section 26.09 of the Texas Property Code and has submitted it to the City Council for approval.

Recommendation
The ordinance be adopted.

ADDITIONAL COMMENTS:

<table>
<thead>
<tr>
<th>Contract Required</th>
<th>Review Completed By</th>
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<tr>
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<tr>
<th>Previous Action</th>
<th>Council Action</th>
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<tr>
<td>N/A</td>
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CURRENT YEAR FINANCIAL IMPACT:

NONE

REVISION INFORMATION:

Prepared: 8/8/2019 01:28 PM by Anita Gomez
Last Updated: 8/12/2019 08:58 AM by Anita Gomez
AN ORDINANCE ADOPTING THE TAX YEAR 2019 CITY OF IRVING TAX ROLL AND PROVIDING FOR A SEVERABILITY CLAUSE.

WHEREAS, the Tax Assessor has calculated and determined the tax imposed on each piece of property included on the appraisal roll for the City of Irving pursuant to Section 26.09 of the Texas Property Tax Code and has submitted said document which is attached hereto;

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

SECTION 1. The City Council hereby approves the appraisal roll and tax determinations contained therein submitted to it by the Tax Assessor and said document is hereby adopted as the tax year 2019 City of Irving Tax Roll.

SECTION 2. 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 BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS, on September 19, 2019.

_____________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

______________________________
Shanae Jennings
City Secretary

APPROVED AS TO FORM:

______________________________
Kuruvilla Oommen
City Attorney
The Irving City Council met in special session on August 21, 2019 at approximately 8:45 a.m. The following members were present / absent:

<table>
<thead>
<tr>
<th>Attendee Name</th>
<th>Organization</th>
<th>Title</th>
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<tbody>
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<td>Councilman</td>
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<tr>
<td>Wm David Palmer</td>
<td>Irving City Council</td>
<td>Councilman</td>
<td>Present</td>
<td>Present</td>
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A. City Manager’s Overview

Chris Hillman, City Manager, presented a video outlining key initiatives for the upcoming years and the FY18-19 accomplishments.

B. Budget Overview

1. Revenue Projections
   Brad Kearney, Budget Manager, presented the FY 2019-20 projected revenues. Handouts are on file for review in the City Secretary’s Office or online at https://www.cityofirving.org/996/Budget.

2. Major Cost Drivers
   Brad Kearney, Budget Manager, outlined the major cost drivers that affected the proposed FY 2019-20 budget. Handouts are on file for review in the City Secretary’s Office or online at https://www.cityofirving.org/996/Budget.

3. Personnel Changes
   Shannon Phillips, Budget Coordinator, detailed the proposed personnel requests for each department. Handouts are on file for review in the City Secretary’s Office or online at https://www.cityofirving.org/996/Budget.

C. Budget Impacts of Recent Legislation

Bret Starr, Finance Director, described various state legislation that will impact the city’s budget. Significant impacts are a result of SB2, which limits the city’s ability to increase the property tax rate beyond 3.5% without an election. Another bill that affects the city’s revenue is the change in franchise fees which reduces the annual revenue by $1.7 million for the upcoming year.
D. Tax Rate

Brad Kearney, Budget Manager, stated that the proposed budget is based on maintaining the current .5941 tax rate.

Council recessed at approximately 11:24 p.m.

Council reconvened at approximately 12:45 p.m.

E. Utility Funds Overview

1. Water and Sewer
   Todd Reck, Water Utilities Director, presented the current water and sewer rates, operations and capital program for the next fiscal year. Staff is recommending a 2.6% rate increase.

2. Solid Waste Services
   Bill Sangster, Landfill Manager and Tyler Hurd, Solid Waste Services Collections Manager, discussed the current solid waste rates, operations and capital program for the next fiscal year. Staff is recommending no rate increase.

3. Municipal Drainage Utility (MDU)
   Pat Lamers, Interim Capital Improvement Program Director, discussed the municipal drainage rate, operations and capital program for the next fiscal year. Staff is recommending a $2 monthly increase to the standard residential rate and increase all other categories by a similar percent based on Council direction received in May.

F. Capital Improvement Program

1. Five-Year Plan
   Pat Lamers, Interim Capital Improvement Program Director, described the Capital Improvement Program Five Year Plan which included projects such as Road to the Future, rehabilitation to city facilities, Irving Blvd. design, and servers for Information Technology. Council and staff discussed the remaining bond authorization.

2. Bond Program Future Capacity
   Bret Starr, Finance Director, outlined the bond program’s future capacity and the options for additional capacity.
G. Other Funds

1. Economic Development Funds
   Brad Kearney, Budget Manager, described the status of the economic development funds and the creation of a new special fund related to economic development incentive agreements.

   i. Irving-Las Colinas Chamber of Commerce
      Beth Bowman, President/CEO of the Irving-Las Colinas Chamber of Commerce, provided an overview of the results the Chamber has produced under the current contract and asked Council to consider increasing the budgeted amount to the Chamber to ensure additional initiatives are completed.

   ii. Irving Hispanic Chamber of Commerce
      Mary Ann Kellam, President/CEO of the Irving Hispanic Chamber of Commerce, provided an overview of the results the Chamber has produced under the current contract and asked Council to consider increasing the budgeted amount to the Chamber to ensure additional initiatives are completed.

Council recessed at approximately 2:50 p.m.

Council reconvened at approximately 3:10 p.m.

2. Technology Fund
   Bret Starr, Finance Director, described the replacement of the Enterprise Resource Program and the future projects funded by the Technology Fund.

3. Pension Fund
   Jeff Litchfield, Chief Financial Officer, detailed the status of the various employee pension plans.

4. Health Self-Insurance Fund
   Jill McAdams, Human Resources Director, outlined the status of the health self-insurance fund, noting that staff is recommending to add additional screening options for cardiovascular and cancer detection and testing of medication efficacy.

5. Entertainment Venue Operating Budget and Work Plan
   This item was not discussed and will be brought back to a future Council work session meeting.

6. Convention Center Hotel Funds
   Jeff Litchfield, Chief Financial Officer, provided a status update on the Convention Center Hotel Funds.
7. Tax Increment Reinvestment Zone (TIF) Funds Update
   i. TIF #1
   ii. TIF #2
   iii. TIF #6
   Brad Kearney, Budget Manager, updated the Council on the Tax Increment Reinvestment Zone (TIF) Funds and planned projects.
   iv. Residential Public Improvement Districts (PIDs) – TIFs #3, 4, and 5
   Jeff Litchfield, Chief Financial Officer, updated the Council on the Residential Public Improvement Districts (PIDs).

H. Review of Resident Input

   Ebony Roundtree, Senior Budget Analyst, gave an overview of the resident input related to the budget.

I. FY 2019-20 Total Supplemental Requests

   Supplemental requests included in the proposed budget were discussed during the budget overview.

J. Council Priorities and Projects

   Mayor Stopfer – Mayor Stopfer requested the Arts, ICVB and ARK Group be placed on the September 4, 2019 or the following council meeting to present.

   Councilman Danish – Mr. Danish requested a projection for the preservation and/or renovation of Old Central Fire Station.

   Councilman Ward – Mr. Ward spoke regarding 129 Main Street and asbestos abatement. There has been a desire for a business plan; and does the Arts Board really want the building; if they do, they need to come forward with a plan.

K. Resolutions

   1 Resolution RES-2019-317 -- Expressing Intent to Consider Adopting the Proposed Tax Rate

      Motioned by Councilman Danish, seconded by Councilman Webb to express the intent to consider adopting a tax rate that will not exceed $0.5941.

      Motion approved 9-0.
2 Resolution RES-2019-318 -- Amending the City Council Rules of Procedure Relating to Public Testimony at Council Meetings

Council convened into executive session pursuant to Section 551.071 of the Texas Local Government Code at approximately 3:10 pm.

Kuruvilla Oommen, City Attorney, detailed the proposed changes to the Council’s rules of procedure due to new legislation related to allowance of public comments at public meetings.

Motioned by Councilman Danish, seconded by Councilman Zapanta to approve Resolution - Amending the City Council Rules of Procedure Relating to Public Testimony at Council Meetings.

Motion approved 9-0.

RESULT: ADOPTED [UNANIMOUS] 
MOVER: John C. Danish, Councilman 
SECONDER: Dennis Webb, Councilman 
AYES: Stopfer, Danish, Meagher, Webb, Riddle, Ward, Zapanta, Taylor, Palmer
L. Executive Session
Legal Advice – House Bill 2439 (Passed by the 86th Texas Legislature)
Open Meetings Act § 551.071

Council reconvened from executive session at approximately 3:37 p.m.

Council adjourned the meeting at 5:16 p.m.

___________________________
Richard H. Stopfer, Mayor

ATTEST:

______________________
Shanae Jennings, TRMC
City Secretary
The Irving City Council met in work session on September 4, 2019 at approximately 1:00 p.m.
The following members were present/absent:

<table>
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<th>Attendee Name</th>
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**DISCUSSION TOPIC**

1. **City Operations Update**
   
   James Childers, Assistant City Manager, recognized the Code Enforcement Dept. for receiving the Service in Excellence Award and Teresa Adrian, Code Enforcement Director for receiving the Code Professional of Year Award by the Building Official Association of Texas.

2. **Review of Regular Agenda**

   **CONSENT AGENDA**

   10 Resolution -- Approving the Continued Receipt of the City of Irving's Share of Bingo Prize Fees Pursuant to House Bill 914
   
   Bret Staff, Finance Director, described House Bill 914 related to bingo prize fees.
   
   Council and staff discussed the option to return the funds to charities. Staff is seeking more information on where the city’s portion of the fees would go if the city doesn’t accept them.

   11 Resolution -- Authorizing Reimbursement Payment in the Amount of $7,895,000 to Water Street O'Connor LP, a Delaware Limited Partnership (Water Street) for Capital Infrastructure Improvements Within the Tax Increment Reinvestment Zone No. One
   
   Brad Duff, Treasury Manager, confirmed this is the final payment for the Water Street infrastructure improvements and showed a video of the completed development.
16 Resolution -- Awarding a Contract to Tejas Commercial Construction, LLC, in the Amount of $875,020.00 for the Lane Street Water and Wastewater Improvements Project

Wayne Lee, City Engineer, described the contractor selection process.

22 Resolution -- Selecting Black & Veatch Corporation as the Most Highly Qualified Provider for Engineering Services for Completion of the America's Water Infrastructure Act Risk & Resilience Assessment and Emergency Response Plan and Authorizing Staff to Negotiate an Agreement with Said Provider

Todd Reck, Water Utilities Director, outlined the assessment now required by the federal government.

25 Resolution -- Approving an Agreement Between the City of Irving and Housing Channel, Inc., to Acquire and Reconstruct or Rehabilitate One Single Family Home Located in Irving, Texas in the Amount of $124,624.00

Steve Reed, Zoning and Community Development Director, described the agreement with Housing Channel, Inc., to acquire and reconstruct or rehabilitate one single family home.

40 Ordinance -- First Reading - Approving a Negotiated Settlement Between the Atmos Cities Steering Committee and Atmos Energy Corp., Mid-Tex Division, Regarding the Company’s 2019 Rate Review Mechanism Filing

Jon Weist, Legislative Services Manager, provided an overview of the process used to reduce the rate increase requested by Atmos Energy. He noted that after negotiations, the increase is estimated to be $2.05 for the average residential customer.

ZONING CASES AND COMPANION ITEMS

43 Resolution -- Temporary Use Permit G1906-0020 - Considering a Temporary Use Permit to Allow a Street Market Held at the Mandalay Canal with Retail, Food Vendors and Musicians Performance - Property Located at 101, 151 and 215 Mandalay Drive - Muhamad Abdeckader, Applicant

Jocelyn Murphy, Planning & Community Development Assistant Director, presented the applicant’s request, noting staff recommends approval.

44 Resolution -- Approving Special Sign Permit Case #SV19-0001 to Allow an Existing Non-Conforming Multi-Tenant Sign to Expand in Area - Property Located at 2950 N. Belt Line Road - the Catch, Applicant - 2904 Beltline, LLC, Owner

Jocelyn Murphy, Planning & Community Development Assistant Director, presented the applicant’s request, noting staff recommends approval.
45 Ordinance -- Zoning Case #ZC19-0023 - Considering a Zoning Change from S-P-2 (Generalized Site Plan) District for C-C (Community Commercial) Uses to 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 - Approximately 8,582 Sq. Ft. Located at 2708 West Irving Boulevard - Mariscos La Marea Restaurant, Applicant - GP/Jess Enterprises, LLC, Owner

Jocelyn Murphy, Planning & Community Development Assistant Director, presented the applicant’s request, noting staff recommends approval per the recommendation of the Planning and Zoning Commission.

46 Ordinance -- Zoning Case #ZC19-0043 - Considering a Zoning Change from C-W (Commercial Warehouse) District to R-6 (Single Family) District - Approximately 0.215 Acres Located at 1825 Parkside Avenue - Frank and Maria Flores, Applicant/Owner

Jocelyn Murphy, Planning & Community Development Assistant Director, presented the applicant’s request, noting staff recommends approval per the recommendation of the Planning and Zoning Commission.

47 Ordinance -- Zoning Case #ZC19-0045 - Considering a Zoning Change from ML-20 (Light Industrial) District to S-P-1 (Detailed Site Plan) District for ML-20 (Light Industrial) District Uses - Approximately 1.45 Acres Located at 3245 Royalty Row - Precision Formed Plastics, Applicant - J Jones 3205 Royalty Row, LLC, Owner

Jocelyn Murphy, Planning & Community Development Assistant Director, presented the applicant’s request, noting staff recommends approval per the recommendation of the Planning and Zoning Commission.

48 Ordinance -- Zoning Case #ZC19-0051 - Considering a Zoning Change from R-MH (Manufactured Home) District to R-6 (Single Family) District - Approximately 0.358 Acres Located at 1819 Etain Road - DH2 Homes, LLC, Applicant/Owner

Jocelyn Murphy, Planning & Community Development Assistant Director, presented the applicant’s request, noting staff recommends approval per the recommendation of the Planning and Zoning Commission.

49 Ordinance -- Zoning Case #ZC19-0057 - Considering a Zoning Change from S-P-2 (Generalized Site Plan) District for C-C (Community Commercial) District and Other Uses to 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), Movie Theater and Related Uses - Approximately 1.58 Acres Located at 8505 Walton Road - Takkar Developers, Applicant - PASMAA Theater, Owner

Jocelyn Murphy, Planning & Community Development Assistant Director, presented the applicant’s request, noting staff recommends approval per the recommendation of the Planning and Zoning Commission.
Ordinance -- Zoning Case #ZC19-0060 - Considering a Zoning Change from 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 to C-N (Neighborhood Commercial) District - Approximately 0.077 Acres Located at 508 N. O’Connor Road - Time Manner Construction, Applicant - Joe Inki Chung, Owner

Jocelyn Murphy, Planning & Community Development Assistant Director, presented the applicant’s request, noting staff recommends approval per the recommendation of the Planning and Zoning Commission.

3 FY 2019-20 Proposed Budget

a. Irving Convention and Visitors Bureau (ICVB) Budget

Maura Gast, Executive Director of the Irving Convention and Visitors Bureau (ICVB), detailed the Bureau’s proposed budget for the upcoming fiscal year.

b. Irving Arts Center and Museums Budgets

Todd Hawkins, Executive Director of Arts & Culture, outlined the Irving Arts Center and various city museums’ budgets for fiscal year 2019-20.

Jennifer Landry, Director of Museums, provided information on the slave dwelling project and preservation of Bear Creek.

c. Budget Communications to Residents

Susan Rose, Communications Director, described the various ways the city is advertising and promoting the proposed FY19-20 budget.

d. City Council Priorities

John Danish requested staff focus on Old Central Fire Station.

Kyle Taylor requested staff focus on Conflans Drainage Project.

Oscar Ward requested staff focus on Lakeside Landing and speeding on Rochelle up to O’Connor

Phil Riddle and Allan Meagher requested another Fire Inspector.

Council recessed at approximately 2:45 p.m.

Council reconvened at approximately 3:06 p.m.
Parks and Recreation Master Plan Review

This item was moved to the October 2, 2019 work session meeting.

Music Factory Annual Work Plan/Budget and Operations Update

Ken Forsythe, Owner of Sambuca, presented his vision for the restaurant/event center concept opening at the Music Factory and explained how his other locations functioned, and how this one will be completed.

Noah Lazes, President/COO of ARK Group of Irving, Inc., presented an update on the operations of the Music Factory. He also showed a video promoting the Toyota Music Factory.

Brad Kearney, Budget Manager, detailed the Music Factory annual work plan.

EXECUTIVE SESSION

Council convened into executive session pursuant to Section 551.071, Section 551.072, and Section 551.087 of the Texas Local Government Code at approximately 4:37 p.m.

Legal Advice, Real Estate Negotiations, and Economic Development Negotiations - Entertainment Center

Open Meetings Act § 551.071, § 551.072, and § 551.087

Real Estate Negotiations and Economic Development Negotiations - 313 W. Irving Blvd

Open Meetings Act § 551.087 and § 551.072

Economic Development Negotiations - Williams Square

Open Meetings Act § 551.087

Council reconvened from executive session at approximately 5:30 p.m.

Council adjourned the meeting at 5:30 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, September 10, 2019 at approximately 7:00 p.m. The following members were present / absent:

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<td>Al Zapanta</td>
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<td>Wm David Palmer</td>
<td>Irving City Council</td>
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**ORGANIZATIONAL SERVICE ANNOUNCEMENTS**

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

**INVOCATION**

The invocation was delivered by Lead Pastor, Ben Dailey, Calvary Church, Irving, TX.

**PLEDGE OF ALLEGIANCE**

The pledge of allegiance was led by Councilman David Palmer.

**PROCLAMATIONS**

Mayor Stopfer presented Chris Hillman, City Manager, his five-year service pin.

**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.

There were no speakers for citizen forum at tonight’s meeting.
CITY COUNCIL AGENDA

1 City Operations Update

There was no Operations update at tonight’s meeting.

2 Public Hearing -- Public Hearing #1 on the FY 2019-20 Proposed Tax Rate

Mayor Stopfer made the following announcement: The City Council will vote on the proposed tax rate at the September 19, 2019 Council meeting which starts at 7 p.m. in the City Council Chambers at City Hall at 825 West Irving Blvd. The second public hearings on the tax rate and budget will be held on Tuesday, September 10, 2019 at 7:00 pm at Irving City Hall.

Mayor Stopfer opened the public hearing at approximately 7:21 p.m.

The following individual(s) signed up to speak:
Roy Gettings, 2208 Rita Ct., Irving, TX
Ralph Rogers, 1420 W. Irving Blvd., Irving, TX

Mayor Stopfer closed the public hearing at approximately 7:25 p.m.

3 Public Hearing -- Public Hearing #1 on the 2019-20 City of Irving Fiscal Year Budget

Mayor Stopfer opened the public hearing at approximately 7:25 p.m.

The following individual(s) signed up to speak:
Jerry Wicker, 627 Hood Dr., Coppell, TX
Tony Chelette, Irving Police Association
Sharon Barbosa-Crain, 2608 Alan-a-Dale, Irving, TX
Yolanda Castro-Dominguez, 901 N O'Connor Rd. #127, Irving, TX
Don Herring, 2901 W. Airport Fwy., Irving, TX

Mayor Stopfer closed the public hearing at approximately 7:31 p.m.
CONSENT AGENDA

Motioned by Councilman Webb, seconded by Councilman Ward to approve consent agenda items 4-42 and pull item(s) 10 for postponement to the September 19 council meeting, and item 11 for individual consideration and a presentation.

Motion approved 9-0.

4 Approving Minutes for Wednesday, July 31, 2019

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

5 Approving Minutes for Thursday, August 01, 2019

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

6 Approving Minutes for Monday, August 19, 2019

RESULT: ACCEPTED [UNANIMOUS]
MOVER: Dennis Webb, Councilman
SECONDER: J. Oscar Ward, Councilman
AYES: Stopfer, Danish, Meagher, Webb, Riddle, Ward, Zapanta, Taylor, Palmer
7  **Resolution No. RES-2019-319** -- Authorizing the Mayor to Enter into an Agreement with Dallas County Elections Department in an Amount Not to Exceed $160,000.00 to Administer the Special Election to be Held on Tuesday, November 5, 2019, for the Purpose of a Home Rule Charter Amendment

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8  **Resolution No. RES-2019-320** -- Approving a Second Renewal to the Interlocal Agreement with Dallas County Hospital District D/B/A Parkland Health & Hospital System in an Amount Not to Exceed $202,568.96 for BioTel System Services from October 1, 2019 through September 30, 2021

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9  **Resolution No. RES-2019-321** -- Approving an Agreement for Services Between the City of Irving and Keep Irving Beautiful, Inc., for the Keep Irving Beautiful Program in the Amount of $67,880.00

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10 **Resolution No. RES-2019-322 --** Approving the Continued Receipt of the City of Irving's Share of Bingo Prize Fees Pursuant to House Bill 914

Motion by Councilman Ward, seconded by Councilman Taylor to Postpone Resolution -- Approving the Continued Receipt of the City of Irving’s Share of Bingo Prize Fees Pursuant to House Bill 914 to September 19, 2019 Council meeting.

Motion approved 9-0.

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11 **Resolution No. RES-2019-323 --** Authorizing Reimbursement Payment in the Amount of $7,895,000 to Water Street O'Connor LP, a Delaware Limited Partnership (Water Street) for Capital Infrastructure Improvements Within the Tax Increment Reinvestment Zone No. One

Brad Duff, Treasury Manager, provided a presentation on this item.

Motion by Councilman Ward, seconded by Councilman Riddle to Approve Resolution -- Authorizing Reimbursement Payment in the Amount of $7,895,000 to Water Street O'Connor LP, a Delaware Limited Partnership (Water Street) for Capital Infrastructure Improvements Within the Tax Increment Reinvestment Zone No. One.

Motion approved 9-0.

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Resolution No. RES-2019-324 -- Approving a License Agreement Between the City of Irving, City of Grand Prairie, and Dallas Area Rapid Transit (DART) for the Irving/Grand Prairie Jointly Owned 48-Inch Water Supply Line (I.E. Jamison Line) to Cross the DART Orange Line Light Rail Tracks in Two (2) Separate Places

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

Resolution No. RES-2019-325 -- Approving an Interlocal Agreement Between the City of Irving and Dallas County Flood Control District No. 1 (DCFCD I), in the Amount of $32,400.00 for the Analysis and Improvement of District Infrastructure

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

Resolution No. RES-2019-326 -- Approving Change Order No. 1 to the Agreement with Flow-Line Construction, Inc., in the Amount of $375,801.00 for the Hidalgo Alley and Las Colinas Country Club Wastewater Improvements Project

RESULT:                  ADOPTED [UNANIMOUS]
MOVER:                  Dennis Webb, Councilman
SECONDER:               J. Oscar Ward, Councilman
AYES:                Stopfer, Danish, Meagher, Webb, Riddle, Ward, Zapanta, Taylor, Palmer
15  Resolution No. RES-2019-327 -- Awarding a Contract to North Rock Construction, LLC, in the Amount of $210,494.69 for the Sam Houston Trail Park Trail Renovation Project

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

16  Resolution No. RES-2019-328 -- Awarding a Contract to Tejas Commercial Construction, LLC, in the Amount of $875,020.00 for the Lane Street Water and Wastewater Improvements Project

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

17  Resolution No. RES-2019-251 -- Approving the Acquisition of a Public Utility Easement on Parcel 115-23, Located at 2100 N. Walton Walker Blvd. in the Amount of $59,499.00

RESULT: ADOPTED [UNANIMOUS]
MOVER: Dennis Webb, Councilman
SECONDER: J. Oscar Ward, Councilman
AYES: Stopfer, Danish, Meagher, Webb, Riddle, Ward, Zapanta, Taylor, Palmer
18 Resolution No. RES-2019-292 -- Approving Addendum No. 1 to the Consulting Agreement Between the City of Irving and Berry Dunn McNeil & Parker, LLC, Increasing the Overall Contract Price to a Total Not-To-Exceed Amount of $1,421,827.00 for Software Project Management Services for the Enterprise Resource Planning and Utility Billing Software Replacement Projects

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

19 Resolution No. RES-2019-329 -- Approving Second Addendum to the Master Order Agreement Between City of Irving and Norstan Communications, Inc. Dba Black Box Network Services for Phone System Maintenance, Upgrades and On-Site Technician

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

20 Resolution No. RES-2019-330 -- Authorizing Expenditures with Norstan Communications, Inc. Dba Black Box Network Services in the Total Estimated Amount of $790,220.00 for Phone System Maintenance, Upgrades, On-Site Technician, Phone Equipment, Software Enhancements and Installation Services

RESULT: ADOPTED [UNANIMOUS]
MOVER: Dennis Webb, Councilman
SECONDER: J. Oscar Ward, Councilman
AYES: Stopfer, Danish, Meagher, Webb, Riddle, Ward, Zapanta, Taylor, Palmer
21 Resolution No. RES-2019-331 -- Approving a Hosting Services Agreement with NewEdge Services LLC in the Total Amount of $112,500.00 for CityWorks and GIS System Cloud Hosting

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

22 Resolution No. RES-2019-332 -- Selecting Black & Veatch Corporation as the Most Highly Qualified Provider for Engineering Services for Completion of the America’s Water Infrastructure Act Risk & Resilience Assessment and Emergency Response Plan and Authorizing Staff to Negotiate an Agreement with Said Provider

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

23 Resolution No. RES-2019-333 -- Approving an Interlocal Agreement and Technical Services Contract Between the City of Irving and the Trinity River Authority (TRA) in the Estimated Annual Amount of $210,000.00 to Provide Water, Wastewater and Stormwater Laboratory Analysis Services to Meet Federal and State Requirements for the City of Irving, Texas

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

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

25 Resolution No. RES-2019-335 -- Approving an Agreement Between the City of Irving and Housing Channel, Inc., to Acquire and Reconstruct or Rehabilitate One Single Family Home Located in Irving, Texas in the Amount of $124,624.00

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

26 Resolution No. RES-2019-336 -- Renewing the Annual Contract with The Richey Company in an Amount Not to Exceed $150,000.00 for an Annual Contract for Imprinted Promotional Products

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

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

Resolution No. RES-2019-338 -- Approving a Professional Services Consulting Agreement with York Risk Services Group, Inc. (York), in the Average Estimated Annual Amount of $276,000.00 for Third Party Administration Services for Workers' Compensation, Automobile, General Liability & Subrogation Claims, and FMLA Administration for a Three-Year Period

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

Resolution No. RES-2019-339 -- Approving a Professional Services Consulting Agreement with Ensafe, Inc., in the Total Estimated Annual Amount of $35,000.00 for Environmental Services for a Three-Year Period

RESULT: ADOPTED [UNANIMOUS]
MOVER: Dennis Webb, Councilman
SECONDER: J. Oscar Ward, Councilman
AYES: Stopfer, Danish, Meagher, Webb, Riddle, Ward, Zapanta, Taylor, Palmer
30 **Resolution No. RES-2019-340 --** Renewing the Annual Contracts with Big City Crushed Concrete, in the Total Estimated Amount of $140,000.00 to Provide Flex Base Materials

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31 **Resolution No. RES-2019-341 --** Approving Additional Spending with Alliance Geotechnical Group in the Total Estimated Amount of $750,000.00 for the Annual Geotechnical Engineering and Construction Materials Testing & Inspections Contract

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32 **Resolution No. RES-2019-342 --** Renewing the Engineering Services Agreement between the City of Irving and Graham Associates, Inc., in the Estimated Annual Amount of $500,000.00 for Annual Drainage Improvements

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33 Resolution No. RES-2019-343 -- Renewing the Engineering Services Agreement Between the City of Irving and Halff Associates, Inc., in the Estimated Annual Amount of $750,000.00 for Annual Water and Wastewater Improvements

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

34 Resolution No. RES-2019-344 -- Approving a Vendor/Member Contract Pursuant to a Cooperative Purchasing Agreement Between the City of Irving and SHI Government Solutions, Inc., through the State of Texas Department of Information Resources (DIR)

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

35 Resolution No. RES-2019-345 -- Approving the Purchase from SHI Government Solutions, Inc., for Microsoft Software in the Total Amount of $130,175.32 through the Texas Department of Information Resources (DIR)

RESULT: ADOPTED [UNANIMOUS]
MOVER: Dennis Webb, Councilman
SECONDER: J. Oscar Ward, Councilman
AYES: Stopfer, Danish, Meagher, Webb, Riddle, Ward, Zapanta, Taylor, Palmer
36 Resolution No. RES-2019-346 -- Approving As-Needed Purchases from NAPA Auto Parts in the Total Estimated Amount of $280,000.00 for Auto and Truck Parts with Related Auto and Truck Equipment, Accessories, Supplies, & Services through Sourcewell (formerly National Joint Powers Alliance)

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

37 Resolution No. RES-2019-347 -- Approving and Accepting the Bid of Global Building Maintenance, Inc., in the Total Estimated Amount of $77,984.32 for Custodial Maintenance Services for the Irving Arts Center

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


RESULT: ADOPTED [UNANIMOUS]
MOVER: Dennis Webb, Councilman
SECONDER: J. Oscar Ward, Councilman
AYES: Stopfer, Danish, Meagher, Webb, Riddle, Ward, Zapanta, Taylor, Palmer
39 Ordinance No. ORD-2019-10240 -- Amending Chapter 21 of the Code of Civil and Criminal Ordinances of the City of Irving, Texas to Provide Speed Regulations for School Zone for Canyon Ranch Elementary School

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

40 Ordinance No. ORD-2019-10241 -- First Reading - Approving a Negotiated Settlement Between the Atmos Cities Steering Committee and Atmos Energy Corp., Mid-Tex Division, Regarding the Company’s 2019 Rate Review Mechanism Filing

RESULT: FIRST READING [UNANIMOUS] Next: 9/19/2019 7:00 PM
MOVER: Dennis Webb, Councilman
SECONDER: J. Oscar Ward, Councilman
AYES: Stopfer, Danish, Meagher, Webb, Riddle, Ward, Zapanta, Taylor, Palmer

41 Ordinance No. ORD-2019-10242 -- Second and Final Reading - Amending Chapter 52 Entitled "Water and Sewer Rates" of the Code of Civil and Criminal Ordinances of the City of Irving, Texas, Providing for New Monthly Sewer Rates

RESULT: FIRST READING [UNANIMOUS] Next: 9/19/2019 7:00 PM
MOVER: Dennis Webb, Councilman
SECONDER: J. Oscar Ward, Councilman
AYES: Stopfer, Danish, Meagher, Webb, Riddle, Ward, Zapanta, Taylor, Palmer
Ordinance No. ORD-2019-10243 -- Approving an Adjustment of Common Boundary Between the City of Irving and the City of Dallas, Located East of Northlake Road and South of Belt Line Road, to Allow for Efficient Development and Delivery of City Services for Both Jurisdictions

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

ZONING CASES AND COMPANION ITEMS

Resolution No. RES-2019-348 -- Temporary Use Permit G1906-0020 - Considering a Temporary Use Permit to Allow a Street Market Held at the Mandalay Canal with Retail, Food Vendors and Musicians Performance - Property Located at 101, 151 and 215 Mandalay Drive - Muhamad Abdeckader, Applicant

Councilman Zapanta abstained from this item and has filed an Abstention Affidavit with the City Secretary.

Mayor Stopfer opened the public hearing at approximately 7:41 p.m.

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

Mayor Stopfer closed the public hearing at approximately 7:41 p.m.

Motioned by Councilman Webb, seconded by Councilman Riddle, to Approve Resolution -- Temporary Use Permit G1906-0020 - Considering a Temporary Use Permit to Allow a Street Market Held at the Mandalay Canal with Retail, Food Vendors and Musicians Performance - Property Located at 101, 151 and 215 Mandalay Drive - Muhamad Abdeckader, Applicant.

Motion approved 8-0-1.

Councilman Zapanta abstained from this vote.
RESULT: ADOPTED [8-0-1]
MOVER: Dennis Webb, Councilman
SECONDER: Phil Riddle, Councilman
AYES: Stopfer, Danish, Meagher, Webb, Riddle, Ward, Taylor, Palmer
ABSTAIN: Al Zapanta, Councilman

Resolution No. RES-2019-349 -- Approving Special Sign Permit Case #SV19-0001 to Allow an Existing Non-Conforming Multi-Tenant Sign to Expand in Area - Property Located at 2950 N. Belt Line Road - the Catch, Applicant - 2904 Beltline, LLC, Owner

Mayor Stopfer opened the public hearing at approximately 7:42 p.m.

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

Mayor Stopfer closed the public hearing at approximately 7:42 p.m.

Motioned by Councilman Webb, seconded by Councilman Ward, to Approve Resolution -- Approving Special Sign Permit Case #SV19-0001 to Allow an Existing Non-Conforming Multi-Tenant Sign to Expand in Area - Property Located at 2950 N. Belt Line Road - the Catch, Applicant - 2904 Beltline, LLC, Owner.

Motion approved 9-0.

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

Ordinance No. ORD-2019-10244 -- Zoning Case #ZC19-0023 - Considering a Zoning Change from S-P-2 (Generalized Site Plan) District for C-C (Community Commercial) Uses to 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 - Approximately 8,582 Sq. Ft. Located at 2708 West Irving Boulevard - Mariscos La Marea Restaurant, Applicant - GP/Jess Enterprises, LLC, Owner
Mayor Stopfer opened the public hearing at approximately 7:43 p.m.

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

Mayor Stopfer closed the public hearing at approximately 7:43 p.m.

Motioned by Councilman Webb, seconded by Councilman Taylor to Approve Ordinance -- Zoning Case #ZC19-0023 - Considering a Zoning Change from S-P-2 (Generalized Site Plan) District for C-C (Community Commercial) Uses to 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 - Approximately 8,582 Sq. Ft. Located at 2708 West Irving Boulevard - Mariscos La Marea Restaurant, Applicant - GP/Jess Enterprises, LLC, Owner.

Motion approved 9-0.

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

46 Ordinance No. ORD-2019-10245 -- Zoning Case #ZC19-0043 - Considering a Zoning Change from C-W (Commercial Warehouse) District to R-6 (Single Family) District - Approximately 0.215 Acres Located at 1825 Parkside Avenue - Frank and Maria Flores, Applicant/Owner

Mayor Stopfer opened the public hearing at approximately 7:44 p.m.

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

Mayor Stopfer closed the public hearing at approximately 7:44 p.m.

Motioned by Councilman Riddle, seconded by Councilman Webb to Approve Ordinance -- Zoning Case #ZC19-0043 - Considering a Zoning Change from C-W (Commercial Warehouse) District to R-6 (Single Family) District - Approximately 0.215 Acres Located at 1825 Parkside Avenue - Frank and Maria Flores, Applicant/Owner.

Motion approved 9-0.
RESULT: ADOPTED [UNANIMOUS]
MOVER: Phil Riddle, Councilman
SECONDER: Dennis Webb, Councilman
AYES: Stopfer, Danish, Meagher, Webb, Riddle, Ward, Zapanta, Taylor, Palmer

47 Ordinance No. ORD-2019-10246 -- Zoning Case #ZC19-0045 - Considering a Zoning Change from ML-20 (Light Industrial) District to S-P-1 (Detailed Site Plan) District for ML-20 (Light Industrial) District Uses - Approximately 1.45 Acres Located at 3245 Royalty Row - Precision Formed Plastics, Applicant - J Jones 3205 Royalty Row, LLC, Owner

Mayor Stopfer opened the public hearing at approximately 7:45 p.m.

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

Mayor Stopfer closed the public hearing at approximately 7:45 p.m.

Motioned by Councilman Palmer, seconded by Councilman Ward to Approve Ordinance -- Zoning Case #ZC19-0045 - Considering a Zoning Change from ML-20 (Light Industrial) District to S-P-1 (Detailed Site Plan) District for ML-20 (Light Industrial) District Uses - Approximately 1.45 Acres Located at 3245 Royalty Row - Precision Formed Plastics, Applicant - J Jones 3205 Royalty Row, LLC, Owner.

Motion approved 9-0.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Wm David Palmer, Councilman
SECONDER: J. Oscar Ward, Councilman
AYES: Stopfer, Danish, Meagher, Webb, Riddle, Ward, Zapanta, Taylor, Palmer
Ordinance No. ORD-2019-10247 -- Zoning Case #ZC19-0051 - Considering a Zoning Change from R-MH (Manufactured Home) District to R-6 (Single Family) District - Approximately 0.358 Acres Located at 1819 Etain Road - DH2 Homes, LLC, Applicant/Owner

Mayor Stopfer opened the public hearing at approximately 7:46 p.m.

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

Mayor Stopfer closed the public hearing at approximately 7:46 p.m.

Motioned by Councilman Riddle, seconded by Councilman Webb to Approve Ordinance -- Zoning Case #ZC19-0051 - Considering a Zoning Change from R-MH (Manufactured Home) District to R-6 (Single Family) District - Approximately 0.358 Acres Located at 1819 Etain Road - DH2 Homes, LLC, Applicant/Owner.

Motion approved 9-0.

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

Ordinance No. ORD-2019-10248 -- Zoning Case #ZC19-0057 - Considering a Zoning Change from S-P-2 (Generalized Site Plan) District for C-C (Community Commercial) District and Other Uses to 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), Movie Theater and Related Uses - Approximately 1.58 Acres Located at 8505 Walton Road - Takkar Developers, Applicant - PASMAAA Theater, Owner

Mayor Stopfer opened the public hearing at approximately 7:47 p.m.

The following individual(s) signed up in favor of this item but did not want to speak:
David Pager, 6850 TPC Dr., McKinney, TX

Mayor Stopfer closed the public hearing at approximately 7:47 p.m.
Motioned by Councilman Palmer, seconded by Councilman Zapanta to Approve Ordinance -- Zoning Case #ZC19-0057 - Considering a Zoning Change from S-P-2 (Generalized Site Plan) District for C-C (Community Commercial) District and Other Uses to 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), Movie Theater and Related Uses - Approximately 1.58 Acres Located at 8505 Walton Road - Takkar Developers, Applicant - PASMAA Theater, Owner.

Motion approved 8-1.

Councilmember(s) voting in opposition of this motion include: Riddle

RESULT: ADOPTED [8 TO 1]
MOVER: Wm David Palmer, Councilman
SECONDER: Al Zapanta, Councilman
AYES: Stopfer, Danish, Meagher, Webb, Ward, Zapanta, Taylor, Palmer
NAYS: Phil Riddle

50

Ordinance No. ORD-2019-10249 -- Zoning Case #ZC19-0060 - Considering a Zoning Change from 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 to C-N (Neighborhood Commercial) District - Approximately 0.077 Acres Located at 508 N. O'Connor Road - Time Manner Construction, Applicant - Joe Inki Chung, Owner.

Mayor Stopfer opened the public hearing at approximately 7:49 p.m.

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

Mayor Stopfer closed the public hearing at approximately 7:49 p.m.

Motioned by Councilman Ward, seconded by Councilman Palmer to Approve Ordinance -- Zoning Case #ZC19-0060 - Considering a Zoning Change from 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 to C-N (Neighborhood Commercial) District - Approximately 0.077 Acres Located at 508 N. O'Connor Road - Time Manner Construction, Applicant - Joe Inki Chung, Owner.

Motion approved 9-0.
RESULT: ADOPTED [UNANIMOUS]
MOVER: J. Oscar Ward, Councilman
SECONDER: Wm David Palmer, Councilman
AYES: Stopfer, Danish, Meagher, Webb, Riddle, Ward, Zapanta, Taylor, Palmer

APPOINTMENTS AND REPORTS

51 Mayor's Report

There was no mayor's report at tonight’s meeting.

Adjournment

The meeting was adjourned at approximately 7:50 p.m.

Richard H. Stopfer, Mayor

ATTEST:

Shanae Jennings, TRMC
City Secretary
MINUTES
Irving City Council Special Meeting
Tuesday, September 10, 2019 at 7:00 PM
City Hall, First Floor, Council Chambers
825 West Irving Boulevard, Irving, TX 75060

The Council met in special session in the council chambers of the City Hall Complex on Tuesday, September 10, 2019 at approximately 7:00 pm. The following members were present:

<table>
<thead>
<tr>
<th>Attendee Name</th>
<th>Organization</th>
<th>Title</th>
<th>Status</th>
<th>Arrived</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rick Stopfer</td>
<td>Irving City Council</td>
<td>Mayor</td>
<td>Absent</td>
<td></td>
</tr>
<tr>
<td>John C. Danish</td>
<td>Irving City Council</td>
<td>Councilman</td>
<td>Present</td>
<td></td>
</tr>
<tr>
<td>Allan Meagher</td>
<td>Irving City Council</td>
<td>Councilman</td>
<td>Present</td>
<td></td>
</tr>
<tr>
<td>Dennis Webb</td>
<td>Irving City Council</td>
<td>Councilman</td>
<td>Present</td>
<td></td>
</tr>
<tr>
<td>Phil Riddle</td>
<td>Irving City Council</td>
<td>Councilman</td>
<td>Present</td>
<td></td>
</tr>
<tr>
<td>J. Oscar Ward</td>
<td>Irving City Council</td>
<td>Councilman</td>
<td>Present</td>
<td></td>
</tr>
<tr>
<td>Al Zapanta</td>
<td>Irving City Council</td>
<td>Councilman</td>
<td>Absent</td>
<td></td>
</tr>
<tr>
<td>Kyle Taylor</td>
<td>Irving City Council</td>
<td>Councilman</td>
<td>Present</td>
<td>7:05 PM</td>
</tr>
<tr>
<td>Wm David Palmer</td>
<td>Irving City Council</td>
<td>Councilman</td>
<td>Absent</td>
<td></td>
</tr>
</tbody>
</table>

Councilmember(s) that were absent from this meeting included: Rick Stopfer, Al Zapanta, and David Palmer

Public Hearings

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

   Mayor Pro Tem Ward opened the public hearing at approximately 7:00 p.m.

   The following individual(s) signed up to speak on this item:
   Tom Zielinski, 2717 Conflans Rd., Irving, TX
   Sharon Barbosa-Crain, 2608 Alan-a-Dale, Irving, TX
   Mary Richarte, 1907 Winthrop St., Irving, TX
   Michael McPhail, 815 Dixon Dr., Irving, TX
   Loren Byers, 918 Tanglewood, Irving, TX

   Mayor Pro Tem Ward closed the public hearing at approximately 7:10 p.m.

2. Public Hearing -- Public Hearing #2 on the Fiscal Year 2019-20 Proposed Tax Rate

   Mayor Pro Tem Ward opened the public hearing at approximately 7:10 p.m.

   The following individual(s) signed up to speak on this item:
   Michael McPhail, 815 Dixon Dr., Irving, TX
   Tom Zielinski, 2717 Conflans Rd., Irving, TX

   Mayor Pro Tem Ward closed the public hearing at approximately 7:11 p.m.
The meeting was adjourned at approximately 7:11 p.m.

___________________________
Richard H. Stopfer, Mayor

ATTEST:

____________________
Shanae Jennings, TRMC
City Secretary
Ordinance -- Amending Ordinance No. 2018-10104 Providing Budget Adjustment #8 to the 2018-19 Fiscal Year Budget

Administrative Comments
1. This item has been recommended by the Financial Services Department.
2. Budget Adjustments are needed in the following funds: General Fund, Convention Center Hotel Fund, Irving Golf Club Special Revenue Fund, Property and Casualty Self Insurance Fund, Entertainment Venue Post ARK 2% Fund, General Non-Bond CIP Fund and Vehicle and Equipment Replacement Fund.
3. The adjustments have been proposed by city staff, and have been reviewed and recommended by Budget staff and Financial Services.

Recommendation
The ordinance be adopted.

ADDITIONAL COMMENTS:

ATTACHMENTS:

- Adjustment Summary #8 Exhibit A (PDF)
- Adjustment Fund Summary #8 Exhibit A (PDF)

CURRENT YEAR FINANCIAL IMPACT:
Budgets in the funds listed will be adjusted to reflect the proposed changes in revenues and expenditures. Actual contracts and approval of expenditures based on these adjustments will be presented for approval on separate agenda items, as appropriate.

REVISION INFORMATION:
Prepared: 9/10/2019 10:08 AM by Anita Gomez
Last Updated: 9/11/2019 08:31 AM by Anita Gomez
ORDINANCE NO.  (ID # 10505)

AMENDING ORDINANCE NO. 2018-10104 PROVIDING FOR BUDGETARY ADJUSTMENT TO THE FOLLOWING FUNDS: GENERAL FUND, CONVENTION CENTER HOTEL FUND, IRVING GOLF CLUB SPECIAL REVENUE FUND, PROPERTY AND CASUALTY SELF INSURANCE FUND, ENTERTAINMENT VENUE POST ARK 2% FUND, GENERAL NON-BOND CIP FUND AND VEHICLE AND EQUIPMENT REPLACEMENT FUND.

WHEREAS, the City Council finds that amendment of the 2018-19 City of Irving Budget is required for municipal purposes pursuant to Section 102.010, Texas Local Government Code;

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

SECTION 1. That City of Irving Ordinance No. 2018-10104 (2018-2019 Budget Ordinance) is hereby amended as shown in Exhibit “A” attached hereto and incorporated herein for all purposes.

SECTION 2. That true copies of said budget amendment as approved and adopted shall be filed in the Office of the County Clerk of Dallas County, Texas.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS, on September 19, 2019.

RICHARD H. STOPFER
MAYOR

ATTEST:

Shanae Jennings
City Secretary

APPROVED AS TO FORM:

Kuruvilla Oommen
City Attorney
City of Irving  
Financial Services  
Memorandum

To: Chris Hillman, City Manager  
From: Bret Starr, Finance Director  
cc: Jeff Litchfield, Chief Financial Officer  
cc: Brad Kearney, Budget Manager  
Date: September 19, 2019  
Subject: BUDGET ADJUSTMENT FY 2018-2019  
SEPTMBER 19TH- ADJUSTMENT #8  
AGENDA ITEM

Attached is a schedule that provides the detail for Budget Adjustment #8. Upon City Council approval, the FY 2018-19 budget will be adjusted to reflect these changes:

<table>
<thead>
<tr>
<th>Fund</th>
<th>Item</th>
<th>Source of Funds</th>
<th>Use of Funds</th>
<th>Fund Balance impact</th>
<th>Description</th>
<th>Explanation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Operations</td>
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<tr>
<td>General Fund</td>
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<td></td>
</tr>
<tr>
<td>1</td>
<td></td>
<td>$ (500,000)</td>
<td>$ (900,000)</td>
<td>$ 400,000</td>
<td>Irving Golf Club Special Revenue Fund</td>
<td>To transfer revenue and expenditure budget from General Fund to establish the new Irving Golf Cl. Special Revenue Fund.</td>
</tr>
<tr>
<td>4</td>
<td></td>
<td>$ (846,388)</td>
<td>–</td>
<td>$ (846,388)</td>
<td>Sales Tax Allocation</td>
<td>To allocate estimated sales tax revenue from the General Fund to the Irving Music Factory Fund (2062) and the Convention Center Hotel (2063) for estimated collection through 9/30/19 associated with each respective project.</td>
</tr>
<tr>
<td>Total General Fund</td>
<td></td>
<td>$ (1,346,388)</td>
<td>$ (900,000)</td>
<td>$ (446,388)</td>
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<td></td>
</tr>
<tr>
<td>Convention Center Hotel Fund</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td></td>
<td>$ 45,730</td>
<td>–</td>
<td>$ 45,730</td>
<td>Irving Convention Center Hotel Sales Tax Allocation</td>
<td>To allocate estimated sales tax revenue from the General Fund to the Irving Music Factory Fund (2062) and the Convention Center Hotel (2063) for estimated collection through 9/30/19 associated with each respective project.</td>
</tr>
</tbody>
</table>

Total Convention Center Hotel Fund $ 45,730 $ - $ 45,730
<table>
<thead>
<tr>
<th>Fund</th>
<th>Item</th>
<th>Source of Funds</th>
<th>Use of Funds</th>
<th>Fund Balance impact</th>
<th>Description</th>
<th>Explanation</th>
</tr>
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<tbody>
<tr>
<td>Irving Golf Club Special Revenue Fund</td>
<td>1</td>
<td>$500,000</td>
<td>$900,000</td>
<td>$(400,000)</td>
<td>Irving Golf Club Special Revenue Fund</td>
<td>To establish revenue and expenditure budget from General Fund transfers for the new Irving Golf Club Special Revenue Fund.</td>
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<tr>
<td>Total Irving Golf Special Revenue Fund</td>
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<td>$500,000</td>
<td>$900,000</td>
<td>$(400,000)</td>
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<tr>
<td>Property and Casualty Self Insurance Fund</td>
<td>2</td>
<td>$36,135</td>
<td>$36,135</td>
<td>$</td>
<td>Wrecked Ambulance Unit #05180</td>
<td>To transfer funds from VERF to reimburse Property and Casualty Self Insurance Fund for replacement of wrecked ambulance unit #05180.</td>
</tr>
<tr>
<td>Total Property and Casualty Self Insurance Fund</td>
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<td>$36,135</td>
<td>$36,135</td>
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<tr>
<td>Entertainment Venue Post ARK 2% Fund</td>
<td>4</td>
<td>$800,658</td>
<td>$</td>
<td>$800,658</td>
<td>Irving Music Factory Sales Tax Allocation</td>
<td>To allocate estimated sales tax revenue from the General Fund to the Irving Music Factory Fund (2062) and the Convention Center Hotel (2063) for estimated collections through 9/30/19 associated with each respective project.</td>
</tr>
<tr>
<td>Total Entertainment Venue Post ARK 2% Fund</td>
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<td>$800,658</td>
<td>$</td>
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<tr>
<td>Fund</td>
<td>Item</td>
<td>Source of Funds</td>
<td>Use of Funds</td>
<td>Fund Balance impact</td>
<td>Description</td>
<td>Explanation</td>
</tr>
<tr>
<td>-------------------------------------------</td>
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<tr>
<td>Capital Projects and Capital Equipment Purchases</td>
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<td>General Non-Bond CIP Fund</td>
<td>3</td>
<td>$ (230,030)</td>
<td>$ (230,030)</td>
<td>$</td>
<td>Completed Projects in NBCIP</td>
<td>To reduce revenue and expenditure budgets to reflect actual revenues received and to close residual amounts from completed projects.</td>
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<td>Total General Non-Bond CIP Fund</td>
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<td>$ (230,030)</td>
<td>$ (230,030)</td>
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<tr>
<td>Vehicle and Equipment Replacement Fund</td>
<td>2</td>
<td>$ -</td>
<td>$ 36,135</td>
<td>$ (36,135)</td>
<td>Wrecked Ambulance Unit #05180</td>
<td>To transfer funds from VERF to reimburse Property and Casualty Self Insurance Fund for replacement of wrecked ambulance unit #05180.</td>
</tr>
<tr>
<td>Total Vehicle and Equipment Replacement Fund</td>
<td></td>
<td>$ -</td>
<td>$ 36,135</td>
<td>$ (36,135)</td>
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<td>Total Budget Adjustment</td>
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<td>$ (193,895)</td>
<td>$ (157,760)</td>
<td>$ (36,135)</td>
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Bret Starr  
Finance Director  
Attachments  
BWS/sp
## City of Irving Texas
### General Fund By Department

<table>
<thead>
<tr>
<th>Available Fund Balance 10-01</th>
<th>2018-19</th>
<th>ADJ #4</th>
<th>ADJ #6</th>
<th>ADJ #7</th>
<th>ADJ #8</th>
<th>2018-19</th>
<th>ADJ #4</th>
<th>ADJ #6</th>
<th>ADJ #7</th>
<th>ADJ #8</th>
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<td>Sales Tax</td>
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<td>Fines and Other Charges</td>
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<td>Miscellaneous</td>
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<td>Transfers from Other Funds</td>
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<td><strong>Total Revenues</strong></td>
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<td>$1,346,388</td>
<td>$235,156,938</td>
<td>$11,600</td>
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<td>Loan From Museum Fund</td>
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<tr>
<td><strong>Total Funds Available</strong></td>
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<td>$11,600</td>
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<td>$300,533,504</td>
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<td><strong>Expenditures</strong></td>
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<td>Mayor and Council</td>
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<td>City Secretary's Office</td>
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<td>City Manager's Office</td>
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<td>Police</td>
<td>65,940,524</td>
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<td>65,940,524</td>
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<td>Fire</td>
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<td>49,549,516</td>
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<td>Parks and Recreation</td>
<td>18,520,588</td>
<td>400,000</td>
<td>(900,000)</td>
<td>(1)</td>
<td>18,020,588</td>
<td>18,020,588</td>
<td>4,677,233</td>
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<td>Financial Services</td>
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<td>4,677,233</td>
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CITY OF IRVING
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Attachment: Adjustment Fund Summary #8 Exhibit A (10505: Budget Adjustment #8 to the 2018-19 Fiscal Year Budget)
## CITY OF IRVING
### Irving Golf Club Fund

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**Packet Pg. 113**
## CITY OF IRVING

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<td>Fire Replacements</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Solid Waste</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Sale of Fixed Assets</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Interest on Investments</td>
<td>176,312</td>
<td>-</td>
<td>-</td>
<td>176,312</td>
</tr>
</tbody>
</table>

**Total Revenues**: $ 7,943,968 $ - $ - $ - $ 7,943,968

### Expenditures

#### Dept. 4—Police

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
<th>ADJ #1</th>
<th>ADJ #8</th>
<th>ADJUSTED</th>
</tr>
</thead>
<tbody>
<tr>
<td>Van</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Patrol Sedans</td>
<td>175,298</td>
<td>-</td>
<td>-</td>
<td>175,298</td>
</tr>
<tr>
<td>Tahoe</td>
<td>1,126,954</td>
<td>-</td>
<td>-</td>
<td>1,126,954</td>
</tr>
<tr>
<td>Motorcycle</td>
<td>219,000</td>
<td>-</td>
<td>-</td>
<td>219,000</td>
</tr>
<tr>
<td>1/2 Ton Pickup</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
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</tbody>
</table>

#### Dept. 5—Fire

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
<th>ADJ #1</th>
<th>ADJ #8</th>
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</tr>
</thead>
<tbody>
<tr>
<td>Ambulance</td>
<td>312,700</td>
<td>312,700</td>
<td>312,700</td>
<td></td>
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<tr>
<td>Pickup Truck</td>
<td>161,241</td>
<td>161,241</td>
<td>161,241</td>
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<tr>
<td>Tahoe</td>
<td>87,947</td>
<td>87,947</td>
<td>87,947</td>
<td></td>
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<tr>
<td>Sedan</td>
<td>51,910</td>
<td>51,910</td>
<td>51,910</td>
<td></td>
</tr>
<tr>
<td>Suburban</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Pumper/Engine</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Ladder Truck (Ladder #8)</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Station #12 - Ambulance</td>
<td>183,773</td>
<td>183,773</td>
<td>183,773</td>
<td></td>
</tr>
</tbody>
</table>
## CITY OF IRVING
Vehicle and Equipment Replacement Fund

<table>
<thead>
<tr>
<th>Department</th>
<th>2018-19 ADOPTED</th>
<th>ADJ #1</th>
<th>ADJ #8</th>
<th>2018-19 ADJUSTED</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Dept. #6—Solid Waste Services</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>27 Yd Rear Loader 52K GVW</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td><strong>Dept. #7—Parks &amp; Recreation</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>GMC Top Kick Med Duty Truck</td>
<td>93,450</td>
<td>93,450</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3/4 Ton Pickup</td>
<td>101,406</td>
<td>101,406</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sedan</td>
<td>25,970</td>
<td>25,970</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1/2 Ton Pickup</td>
<td>-</td>
<td>-</td>
<td></td>
<td></td>
</tr>
<tr>
<td>F-350</td>
<td>110,852</td>
<td>110,852</td>
<td></td>
<td></td>
</tr>
<tr>
<td>F-450</td>
<td>69,172</td>
<td>69,172</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Passenger Van</td>
<td>-</td>
<td>-</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mowers</td>
<td>219,179</td>
<td>219,179</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Dept. #11—Inspections</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ford Escape SUV</td>
<td>77,910</td>
<td>77,910</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1/2 Ton Truck</td>
<td>49,648</td>
<td>49,648</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Dept #13—Municipal Court</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Patrol Sedans</td>
<td>-</td>
<td>-</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Dept #15—Planning and Community Development</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sedan</td>
<td>32,000</td>
<td>32,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Dept #19—Capital Improvement Program</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ford F-150</td>
<td>70,960</td>
<td>70,960</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ford F-250 Crew Cab</td>
<td>28,852</td>
<td>28,852</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Expedition XL U1F</td>
<td>-</td>
<td>-</td>
<td></td>
<td></td>
</tr>
<tr>
<td>SUV</td>
<td>29,051</td>
<td>29,051</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ford Transit Connect Wagon</td>
<td>36,958</td>
<td>36,958</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Attachment: Adjustment Fund Summary #8 Exhibit A (10505 : Budget Adjustment #8 to the 2018-19 Fiscal Year Budget)
## CITY OF IRVING

### Vehicle and Equipment Replacement Fund

<table>
<thead>
<tr>
<th>Dept #21—Transportation</th>
<th>2018-19 ADOPTED</th>
<th>2018-19 ADJ #1</th>
<th>2018-19 ADJUSTED</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sedan Mid-size</td>
<td>26,500</td>
<td>26,500</td>
<td>26,500</td>
</tr>
<tr>
<td>3/4 Ton Pickup Truck</td>
<td>46,916</td>
<td>46,916</td>
<td>46,916</td>
</tr>
<tr>
<td>Ford F-250 w/ Utility Body</td>
<td>90,200</td>
<td>90,200</td>
<td>90,200</td>
</tr>
<tr>
<td>Ford F-450 w/ Utility Body</td>
<td>125,115</td>
<td>125,115</td>
<td>125,115</td>
</tr>
<tr>
<td>Ford F-550</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>5-6 Yd Dump Truck</td>
<td>290,391</td>
<td>290,391</td>
<td>290,391</td>
</tr>
<tr>
<td>10-12 Yd Dump Truck</td>
<td>155,820</td>
<td>155,820</td>
<td>155,820</td>
</tr>
<tr>
<td>Flatbed Dump Truck</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>F-750 - Dump Body</td>
<td>94,500</td>
<td>94,500</td>
<td>94,500</td>
</tr>
<tr>
<td>Gradall XL 3100</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Street Sweeper</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Bucket truck</td>
<td>250,000</td>
<td>250,000</td>
<td>250,000</td>
</tr>
<tr>
<td>Paint Truck</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
</tbody>
</table>

### Dept. #22 - Building and Equipment Services

<table>
<thead>
<tr>
<th>Dept #22 - Building and Equipment Services</th>
<th>2018-19 ADOPTED</th>
<th>2018-19 ADJUSTED</th>
</tr>
</thead>
<tbody>
<tr>
<td>3/4 Ton Pickup</td>
<td>30,485</td>
<td>30,485</td>
</tr>
<tr>
<td>3/4 Ton Pickup w/ Utility Body</td>
<td>155,871</td>
<td>155,871</td>
</tr>
</tbody>
</table>

### Dept. #23—Information Technology

<table>
<thead>
<tr>
<th>Dept. #23—Information Technology</th>
<th>2018-19 ADOPTED</th>
<th>2018-19 ADJUSTED</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ford Escape</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Chevy Equinox</td>
<td>25,955</td>
<td>25,955</td>
</tr>
</tbody>
</table>

### Dept #24 - Corporate Communications

<table>
<thead>
<tr>
<th>Dept #24 - Corporate Communications</th>
<th>2018-19 ADOPTED</th>
<th>2018-19 ADJUSTED</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ford Escape</td>
<td>25,970</td>
<td>25,970</td>
</tr>
<tr>
<td>Ford Cargo Minivan</td>
<td>28,090</td>
<td>28,090</td>
</tr>
</tbody>
</table>

### Dept. #28—Code Enforcement

<table>
<thead>
<tr>
<th>Dept. #28—Code Enforcement</th>
<th>2018-19 ADOPTED</th>
<th>2018-19 ADJUSTED</th>
</tr>
</thead>
<tbody>
<tr>
<td>Small SUV w/ Rear Lift Gate</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Ford F-150</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Sedan</td>
<td>25,955</td>
<td>25,955</td>
</tr>
</tbody>
</table>

### Dept. #40—Fleet Maintenance

<table>
<thead>
<tr>
<th>Dept. #40—Fleet Maintenance</th>
<th>2018-19 ADOPTED</th>
<th>2018-19 ADJUSTED</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ford F-550</td>
<td>-</td>
<td>-</td>
</tr>
</tbody>
</table>
# CITY OF IRVING

## Vehicle and Equipment Replacement Fund

<table>
<thead>
<tr>
<th></th>
<th>2018-19 ADOPTED</th>
<th>2018-19 ADJ #1</th>
<th>2018-19 ADJ #8</th>
<th>2018-19 ADJUSTED</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Lease Payments</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SWS - Tub Grinder</td>
<td></td>
<td>90,799</td>
<td>90,799</td>
<td></td>
</tr>
<tr>
<td>SWS - 2016 Refuse Trucks</td>
<td>205,289</td>
<td>205,289</td>
<td></td>
<td></td>
</tr>
<tr>
<td>SWS - 2017 Refuse Trucks</td>
<td>145,979</td>
<td>145,979</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fire - 3 Replacement Ambulances</td>
<td>242,291</td>
<td>242,291</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fire - Pumpers #9 and #10</td>
<td>265,527</td>
<td>265,527</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fire - Tiller #12</td>
<td>265,946</td>
<td>265,946</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fire - Replacement Ladder (Tiller)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fire - Ambulance #12</td>
<td></td>
<td>148,327</td>
<td>148,327</td>
<td></td>
</tr>
<tr>
<td>Fire - Pumper #12</td>
<td></td>
<td>281,988</td>
<td>281,988</td>
<td></td>
</tr>
<tr>
<td>Fire - Pumpers #1 and #11</td>
<td>265,527</td>
<td>265,527</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fire - Ladder #8 (Payments begin in FY 2C)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Transfer to Property Self Insurance Fund</strong></td>
<td>-</td>
<td>-</td>
<td>36,135 (2)</td>
<td>36,135</td>
</tr>
<tr>
<td><strong>Total Expenditures</strong></td>
<td>$6,098,372</td>
<td>$183,773</td>
<td>$36,135</td>
<td>$6,318,280</td>
</tr>
<tr>
<td><strong>Available Fund Balance 09-30</strong></td>
<td>$7,929,248</td>
<td>$(183,773)</td>
<td>$(36,135)</td>
<td>$7,709,340</td>
</tr>
<tr>
<td><strong>Net Change</strong></td>
<td>1,845,597</td>
<td>$(183,773)</td>
<td>$(36,135)</td>
<td>1,625,689</td>
</tr>
<tr>
<td>Lease Principal</td>
<td>1,435,478</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lease Interest</td>
<td>69,675</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
# CITY OF IRVING
## Self Insurance Casualty Fund

<table>
<thead>
<tr>
<th></th>
<th>2018-19 ADOPTED</th>
<th>2018-19 ADJUSTED</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Available Fund Balance 10-01</strong></td>
<td>$15,188,326</td>
<td>$15,188,326</td>
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</tbody>
</table>

### Revenues

<table>
<thead>
<tr>
<th>Source</th>
<th>2018-19 ADOPTED</th>
<th>2018-19 ADJUSTED</th>
</tr>
</thead>
<tbody>
<tr>
<td>Receipts from General Fund</td>
<td>3,642,466</td>
<td>3,642,466</td>
</tr>
<tr>
<td>Receipts from Water &amp; Sewer</td>
<td>304,786</td>
<td>304,786</td>
</tr>
<tr>
<td>Receipts from Solid Waste Services</td>
<td>253,682</td>
<td>253,682</td>
</tr>
<tr>
<td>Contributions - ICBV</td>
<td>138,045</td>
<td>138,045</td>
</tr>
<tr>
<td>Contributions - Irving Arts Center</td>
<td>82,998</td>
<td>82,998</td>
</tr>
<tr>
<td>Miscellaneous Revenue</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Transfers from General Fund</td>
<td>-</td>
<td>36,135 (2)</td>
</tr>
<tr>
<td>Interest on Investments</td>
<td>253,215</td>
<td>253,215</td>
</tr>
</tbody>
</table>

**Total Revenues**

$4,675,192 $36,135 $4,711,327

### Expenditures

<table>
<thead>
<tr>
<th>Expense</th>
<th>2018-19 ADOPTED</th>
<th>2018-19 ADJUSTED</th>
</tr>
</thead>
<tbody>
<tr>
<td>Premiums- Excess WC &amp; Liability</td>
<td>1,113,457</td>
<td>1,113,457</td>
</tr>
<tr>
<td>General Liability Losses</td>
<td>6,516,198</td>
<td>6,552,333</td>
</tr>
<tr>
<td>Flood Damage Infrastructure Repair</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Attorney Fees</td>
<td>50,000</td>
<td>50,000</td>
</tr>
<tr>
<td>Broker Fees</td>
<td>45,000</td>
<td>45,000</td>
</tr>
<tr>
<td>Outside Svs-TPA for Claims Admin.</td>
<td>243,600</td>
<td>243,600</td>
</tr>
<tr>
<td>Transfer to Other Funds</td>
<td>-</td>
<td>300,000</td>
</tr>
</tbody>
</table>

**Total Expenditures**

$7,968,255 $36,135 $8,304,390

### Available Cash Fund Balance 09-30

<table>
<thead>
<tr>
<th></th>
<th>2018-19 ADOPTED</th>
<th>2018-19 ADJUSTED</th>
</tr>
</thead>
<tbody>
<tr>
<td>$11,895,263</td>
<td>$300,000</td>
<td>$36,135</td>
</tr>
</tbody>
</table>

**Estimated Liability - Unpaid Claims**

<table>
<thead>
<tr>
<th>Period</th>
<th>2018-19 ADOPTED</th>
<th>2018-19 ADJUSTED</th>
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</thead>
<tbody>
<tr>
<td>Beginning 10-01</td>
<td>6,543,517</td>
<td>6,543,517</td>
</tr>
<tr>
<td>Adjustment</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Ending 09-30</td>
<td>6,543,517</td>
<td>6,543,517</td>
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</tbody>
</table>

**Unrestricted Fund Balance 09-30**

<table>
<thead>
<tr>
<th></th>
<th>2018-19 ADOPTED</th>
<th>2018-19 ADJUSTED</th>
</tr>
</thead>
<tbody>
<tr>
<td>$5,351,746</td>
<td>$(300,000)</td>
<td>$(36,135)</td>
</tr>
</tbody>
</table>

$5,051,746
AGENDA ITEM SUMMARY

Meeting: 9/19/2019  
DOC ID: 10496

Recommending Department: City Secretary's Office  
LSR No:

Ordinance -- Amending Section 2 of Ordinance No. 2019-10238 to Ratify Final Ballot Language for the Special Election for the Purpose of a Home Rule Charter Amendment to be Held on November 5, 2019

Administrative Comments
1. This item is recommended by the City Secretary’s Office.
2. Impact: This item does not change the specific proposition language previously approved by the City Council in its August 19, 2019 ordinance calling the special election for a charter amendment, only correcting language to be consistent with ballot requirements in the Election Code.
3. A redlined version of the ordinance changes are included.

Recommendation
The ordinance be adopted.

ADDITIONAL COMMENTS:

Contract Required: No  
Review Completed By: Janet Spugnardi
Previous Action: Ord. 2019-10238  
Council Action: Calling Special Election

ATTACHMENTS:

- Exibit 1 to amended order (DOCX)
- Redlined Ord. 2019-10238 calling charter election (DOCX)

CURRENT YEAR FINANCIAL IMPACT:

Dallas County Elections Department invoices the city.

REVISION INFORMATION:

Prepared: 9/5/2019 08:42 AM by Jennifer Phillips
Last Updated: 9/13/2019 11:46 AM by Jennifer Phillips
AN ORDINANCE AMENDING SECTION 2 OF ORDINANCE NO. ORD-2019-10238 TO RATIFY THE FINAL BALLOT LANGUAGE FOR THE SPECIAL ELECTION FOR THE PURPOSE OF A HOME RULE CHARTER AMENDMENT TO BE HELD ON NOVEMBER 5, 2019; PROVIDING A COPY OF THE FULL AND COMPLETE ORDINANCE; AND PROVIDING A SEVERABILITY CLAUSE.

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

WHEREAS, the Irving City Council has determined on its own motion that an amendment and change should be made to the Irving City Charter which was originally adopted by the citizens of Irving in October 1952; and

WHEREAS, the Irving City Charter has not been amended within two years following the last charter amendment election held on May 11, 2013; and

WHEREAS, Irving City Council deemed it proper to submit a proposed amendment to the Irving City Charter to the qualified voters of the City of Irving for adoption or rejection at an election to be held on November 5, 2019; and

WHEREAS, on August 19, 2019 the City Council adopted Ordinance No. ORD-2019-10238 ordering a special election for the purpose of a home rule charter amendment to be held on November 5, 2019; and

WHEREAS, the Dallas County Elections Department has asked that we make minor changes to the ballot language to be consistent with the Election Code;

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

SECTION 1. That Section 2 of Ordinance No. ORD-2019-10238 is hereby amended to read as follows:

SECTION 2. That the following ballot proposition shall be submitted to the voters to amend the existing Charter of the City of Irving:

**Proposition A**

*The change relates to removal of limitations on contributions for retirement benefits.*

Art. IX, Sec. 8, the total annual amount of the City of Irving contribution for employee retirement benefits is removed.

_______ FOR

_______ AGAINST

SECTION 2. That the attached Exhibit 1 reflects the full and complete ordinance calling the special election, including the updated language to Section 2.
SECTION 3. 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.

SECTION 4. That this ordinance shall become effective from and after its passage.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS, on September 19, 2019.

________________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

_____________________________
Shanae Jennings
City Secretary

APPROVED AS TO FORM:

_____________________________
Kuruvilla Oommen
City Attorney
AN ORDINANCE CALLING A SPECIAL ELECTION TO BE HELD ON NOVEMBER 5, 2019, IN THE CITY OF IRVING, TEXAS FOR THE PURPOSE OF SUBMITTING TO THE QUALIFIED VOTERS OF THE CITY OF IRVING FOR THE ADOPTION OR REJECTION OF A PROPOSED AMENDMENT TO THE EXISTING CITY CHARTER CONCERNING THE CAP ON RETIREMENT CONTRIBUTIONS; CONDUCTING THE ELECTION IN ACCORDANCE WITH LOCAL, STATE, AND FEDERAL LAWS; ORDERING THAT THE DALLAS COUNTY VOTING SYSTEM BE USED FOR THE ELECTION AND SETTING THE FORM OF THE BALLOT; ADOPTING FINDINGS; DESIGNATING THE COUNTYWIDE POLLING PLACES AT WHICH SAID ELECTION SHALL BE HELD; PROVIDING FOR ELECTION OFFICIALS AND THE TIMES AND PLACES FOR EARLY VOTING; PRESCRIBING THE PROCEDURE FOR HANDLING THE BALLOTS CAST IN EARLY VOTING; PROVIDING THE ELECTION MATERIAL WILL BE IN BOTH ENGLISH AND SPANISH; PROVIDING THE LOCATION FOR TABULATING VOTES; PROVIDING FOR NOTICE OF SAID ELECTION; AND PROVIDING A SEVERABILITY CLAUSE.

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

WHEREAS, the Irving City Council has determined on its own motion that an amendment and change should be made to the Irving City Charter which was originally adopted by the citizens of Irving in October 1952; and

WHEREAS, the Irving City Charter has not been amended within two years following the last charter amendment election held on May 11, 2013; and

WHEREAS, Irving City Council now deems it proper to submit a proposed amendment to the Irving City Charter to the qualified voters of the City of Irving for adoption or rejection at an election to be held on November 5, 2019.

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

SECTION 1. That all matters stated hereinabove are found to be true and correct and are incorporated herein by reference as if copied in their entirety.

SECTION 2. That the following ballot proposition shall be submitted to the voters to amend the existing Charter of the City of Irving:

Proposition A

The change relates to removal of limitations on contributions for retirement benefits. Art. IX, Sec. 8, the total annual amount of the City of Irving contribution for employee retirement benefits is removed.

_____ FOR

_____ AGAINST
SECTION 3. That the City election precincts for this election shall consist of the territory located within the corporate limits of the City, and the polling places at said election shall be countywide polling places (commonly referred to as “Countywide Vote Centers”) located in Dallas County. Exhibit “A”, attached hereto, includes the countywide polling places located in the City. A complete list of election day countywide polling places is attached as Exhibit “B”. Exhibits will be determined in the Joint Election Services Contract between Dallas County and the City and are subject to change by Dallas County.

SECTION 4. Early voting shall be conducted by the Dallas County Elections Administrator, Toni Pippins-Poole, who is hereby appointed as the Early Voting Clerk and Laura Granado, Early Voting Manager of the Dallas County Elections Department, is hereby appointed as Chief Deputy Early Voting Clerk, said voting to be conducted by the Office of the Elections Department. The main early voting countywide polling place is George L. Allen Sr. Courts Building, Main Lobby, 600 Commerce Street, Dallas, Texas 75202. Toni Pippins-Poole, Dallas County Elections Administrator, is hereby appointed as Manager of the Central Count Station. Early voting in the City of Irving will be conducted in the lobby of the City Hall Building, 825 West Irving Boulevard; Irving Arts Center, 3333 North MacArthur Boulevard; Valley Ranch Public Library, 401 Cimarron Trail; and all other locations in Dallas County as designated by the Dallas County Elections Administrator. The required early voting period of said election as well as additional times established by the City Council is as follows:

<table>
<thead>
<tr>
<th>Day</th>
<th>Dates</th>
<th>Time</th>
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<tr>
<td>Thursday - Friday</td>
<td>October 31 – November 1, 2019</td>
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SECTION 5. All requests for early voting ballots by mail shall be sent to and received by the Dallas County Elections Department, 8th Floor, Suite 820, Health and Human Service Building, 2377 North Stemmons Freeway, Dallas, Texas 75207, 214-819-6300, or via email to evapplications@dallascounty.org for processing. Persons voting by mail will send their voted ballots to the Dallas County Elections Department.

SECTION 6. That all resident qualified voters of the City shall be permitted to vote in said election at any countywide polling place. In addition, the election material enumerated in the Texas Election Code shall be printed in both English and Spanish for use at the polling place and for early voting in said election.

SECTION 7. The Office of the Elections Department, 2377 North Stemmons Freeway, Suite 820, Dallas, Texas 75207, is hereby established as the Central Count Station to receive and tabulate votes for said election, and the Irving City Hall Building, 825 West Irving Boulevard, Irving, Texas 75060 shall be established as a regional counting station.

SECTION 8. The notice of the election on the proposed Charter amendment shall be given by publication of the Proposition on the same day of two successive weeks in a newspaper of general circulation published in the City of Irving, the date of the first publication to be not less than fourteen

-2-
EXHIBIT 1

(14) days before the election date set herein. Such notice must include a substantial copy of the proposed amendment.

SECTION 9. The rest of the Irving City Charter, containing the proposed revision, shall be kept in the office of the City Secretary of the City of Irving, and a copy will be made available to any person upon request for inspection. The notices required in Section 8 above shall state that the proposed text of the City of Irving Charter will be available to all interested persons at the office of the City Secretary of the City of Irving. A copy of the proposed revision is attached hereto as Exhibit “C” and shall be posted on the City’s website and available at the City Secretary’s Office.

SECTION 10. Notice of this election shall be given by posting and publication, as required by law.

SECTION 11. 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.

SECTION 12. That this ordinance shall become effective from and after its passage.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS, on August 19, 2019.

_______________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

_______________________________
Shanae Jennings
City Secretary

APPROVED AS TO FORM:

_______________________________
Kuruvilla Oommen
City Attorney
ORDINANCE NO. ORD-2019-10238

AN ORDINANCE CALLING A SPECIAL ELECTION TO BE HELD ON NOVEMBER 5, 2019, IN THE CITY OF IRVING, TEXAS FOR THE PURPOSE OF SUBMITTING TO THE QUALIFIED VOTERS OF THE CITY OF IRVING FOR THE ADOPTION OR REJECTION OF A PROPOSED AMENDMENT TO THE EXISTING CITY CHARTER CONCERNING THE CAP ON RETIREMENT CONTRIBUTIONS; CONDUCTING THE ELECTION IN ACCORDANCE WITH LOCAL, STATE, AND FEDERAL LAWS; ORDERING THAT THE DALLAS COUNTY VOTING SYSTEM BE USED FOR THE ELECTION AND SETTING THE FORM OF THE BALLOT; ADOPTING FINDINGS; DESIGNATING THE COUNTYWIDE POLLING PLACES AT WHICH SAID ELECTION SHALL BE HELD; PROVIDING FOR ELECTION OFFICIALS AND THE TIMES AND PLACES FOR EARLY VOTING; PRESCRIBING THE PROCEDURE FOR HANDLING THE BALLOTS CAST IN EARLY VOTING; PROVIDING THE ELECTION MATERIAL WILL BE IN BOTH ENGLISH AND SPANISH; PROVIDING THE LOCATION FOR TABULATING VOTES; PROVIDING FOR NOTICE OF SAID ELECTION; AND PROVIDING A SEVERABILITY CLAUSE.

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

WHEREAS, the Irving City Council has determined on its own motion that an amendment and change should be made to the Irving City Charter which was originally adopted by the citizens of Irving in October 1952; and

WHEREAS, the Irving City Charter has not been amended within two years following the last charter amendment election held on May 11, 2013; and

WHEREAS, Irving City Council now deems it proper to submit a proposed amendment to the Irving City Charter to the qualified voters of the City of Irving for adoption or rejection at an election to be held on November 5, 2019.

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

SECTION 1. That all matters stated hereinabove are found to be true and correct and are incorporated herein by reference as if copied in their entirety.

SECTION 2. That the following ballot proposition shall be submitted to the voters to amend the existing Charter of the City of Irving:

Proposition No. 1A

The change relates to removal of limitations on contributions for retirement benefits.

Art. IX, Sec. 8, the total annual amount of the City of Irving contribution for employee retirement benefits is removed.

ORD-2019-10238 -1-
ORDINANCE NO. ORD-2019-10238

If you are in favor of the changes, deletions or substitutions, vote FOR the Proposition. If you are against the changes, deletions or substitutions, vote AGAINST the Proposition.

FOR the Proposition

AGAINST the Proposition

SECTION 3. That the City election precincts for this election shall consist of the territory located within the corporate limits of the City, and the polling places at said election shall be countywide polling places (commonly referred to as “Countywide Vote Centers”) located in Dallas County. Exhibit “A”, attached hereto, includes the countywide polling places located in the City. A complete list of election day countywide polling places is attached as Exhibit “B”. Exhibits will be determined in the Joint Election Services Contract between Dallas County and the City and are subject to change by Dallas County.

SECTION 4. Early voting shall be conducted by the Dallas County Elections Administrator, Toni Pippins-Poole, who is hereby appointed as the Early Voting Clerk and Laura Granado, Early Voting Manager of the Dallas County Elections Department, is hereby appointed as Chief Deputy Early Voting Clerk, said voting to be conducted by the Office of the Elections Department. The main early voting countywide polling place is George L. Allen Sr. Courts Building, Main Lobby, 600 Commerce Street, Dallas, Texas 75202. Toni Pippins-Poole, Dallas County Elections Administrator, is hereby appointed as Manager of the Central Count Station. Early voting in the City of Irving will be conducted in the lobby of the City Hall Building, 825 West Irving Boulevard; Irving Arts Center, 3333 North MacArthur Boulevard; Valley Ranch Public Library, 401 Cimarron Trail; and all other locations in Dallas County as designated by the Dallas County Elections Administrator. The required early voting period of said election as well as additional times established by the City Council is as follows:

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SECTION 6. That all resident qualified voters of the City shall be permitted to vote in said election at any countywide polling place. In addition, the election material enumerated in the Texas Election Code shall be printed in both English and Spanish for use at the polling place and for early voting in said election.
ORDINANCE NO. ORD-2019-10238

SECTION 7. The Office of the Elections Department, 2377 North Stemmons Freeway, Suite 820, Dallas, Texas 75207, is hereby established as the Central Count Station to receive and tabulate votes for said election, and the Irving City Hall Building, 825 West Irving Boulevard, Irving, Texas 75060 shall be established as a regional counting station.

SECTION 8. The notice of the election on the proposed Charter amendment shall be given by publication of the Proposition on the same day of two successive weeks in a newspaper of general circulation published in the City of Irving, the date of the first publication to be not less than fourteen (14) days before the election date set herein. Such notice must include a substantial copy of the proposed amendment.

SECTION 9. The rest of the Irving City Charter, containing the proposed revision, shall be kept in the office of the City Secretary of the City of Irving, and a copy will be made available to any person upon request for inspection. The notices required in Section 8 above shall state that the proposed text of the City of Irving Charter will be available to all interested persons at the office of the City Secretary of the City of Irving. A copy of the proposed revision is attached hereto as Exhibit “C” and shall be posted on the City’s website and available at the City Secretary’s Office.

SECTION 10. Notice of this election shall be given by posting and publication, as required by law.

SECTION 11. 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.

SECTION 12. That this ordinance shall become effective from and after its passage.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS, on August 19, 2019.

_________________________________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

_________________________________________________
Shanae Jennings
City Secretary

APPROVED AS TO FORM:

_________________________________________________
Kuruvilla Oommen
City Attorney

ORD-2019-10238 -3-
Resolution -- Approving the Second Amendment to the System Purchase Agreement with TriTech Software Systems for Cancellation of Services Related to Migration of the Police Department Public Safety System and Reducing the Overall Contract Price to a Total Not-To-Exceed Amount of $762,563.00

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:** Amending the System Purchase Agreement with TriTech Software Systems ("Tritech") will result in cancellation of certain services that were to be provided under the agreement related to the migration of the police department’s public safety system. The police department will continue using its current Records Management System (RMS) and Jail Management software.

3. On October 22, 2015, the Irving City Council approved RES-2015-396, entering into a System Purchase Agreement with TriTech for the sole source purchase of Public Safety Administration System Software, which included a Computer Aided Dispatch (CAD) system, Records Management System (RMS), and Jail Management software for a total not-to-exceed price of $981,234.74.

4. Subsequently, the parties executed a First Amendment to the System Purchase Agreement, reducing the contract price to $977,711.74.

5. On April 28, 2016, Council approved RES-2016-173, approving Change Order No. 1 with Tritech to increase the contract price by an additional $127,000.00.

6. The CAD system project was completed in 2017. However, the RMS and Jail Management software projects were never completed by Tritech and neither product has been installed. The Police Department has determined that cancelling these services is the most cost effective option and in the city’s best interests.

7. This second amendment cancels the RMS and Jail Management software services and reduces the contract price to a total not-to-exceed amount of $762,563.00.

Recommendation

The resolution be approved.

ADDITIONAL COMMENTS:

- Contract Required: No
- Review Completed By: Janet Spugnardi
- Previous Action: None
- Council Action: None
- Discretionary Contract Disclosure Form Required: No
- Certificate of Interested Parties (Form 1295) Required: Yes
ATTACHMENTS:
Irving TX_ Second Amendment_CLEAN FINAL (DOCX)

CURRENT YEAR FINANCIAL IMPACT:
None

REVISION INFORMATION:
Prepared: 3/13/2019 03:56 PM by Kayte Roberts
Last Updated: 8/30/2019 10:56 AM by Jennifer Phillips
WHEREAS, on October 22, 2015, pursuant to Council Resolution No. RES-2015-396, the City of Irving entered into a System Purchase Agreement with TriTech Software Systems to upgrade the police department’s Tiburon Public Safety Administration System; and

WHEREAS, the original contract price for the purchase of the Public Safety Administration System from TriTech was $981,234.74; and

WHEREAS, the parties subsequently executed a First Amendment to the System Purchase Agreement, reducing the contract price to $977,711.74; and

WHEREAS, pursuant to Council Resolution No. RES-2016-173, the City approved Change Order No. 1 on April 28, 2016, increasing the contract price by $127,000.00; and

WHEREAS, Tritech has failed to deliver certain services that the City procured under the System Purchase Agreement; and

WHEREAS, the City of Irving and Tritech mutually agree that it is in the best interest of the parties to amend the System Purchase Agreement to cancel the services that have not been delivered and to reduce the overall contract price.

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

SECTION I. THAT the City Council hereby approves the attached Second Amendment to Systems Purchase Agreement between TriTech Software Systems (“TriTech”) and the City of Irving, Texas, cancelling certain services and reducing the overall contract price to the total not-to-exceed amount of $762,563.00, subject to annual appropriations, and the Mayor is authorized to execute the attached agreement.

SECTION II. THAT funding for this expenditure is available in the Police Department Budget in 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 September 19, 2019.

______________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

______________________________
Shanae Jennings
City Secretary

APPROVED AS TO FORM:

______________________________
Kuruvilla Oommen
City Attorney
SECOND AMENDMENT TO SYSTEM PURCHASE AGREEMENT

This Second Amendment (this “Amendment”) to the System Purchase Agreement dated as of October 27, 2015 (the “Agreement”), is entered into by and between TriTech Software Systems (“TriTech”) and the City of Irving, Texas (the “City”), and is effective as of the last date of signature below.

WHEREAS, TriTech and the City entered into the Agreement; and

WHEREAS, TriTech and the City now mutually desire to amend the Agreement.

NOW THEREFORE, the parties hereto agree as follows:

1. All references in the Agreement that refer to Records Management System/Inform RMS, Field-Based Reporting system/Inform FBR, Jail/Inform Jail, and/or Tritech.Com IQ/IQ Analytics (collectively the “Cancelled Services”) are deleted in their entirety. All obligations of the parties related to those Cancelled Services are discharged, including any obligation of City to pay for the Cancelled Services.

2. The Contract Price listed in Section 4.2 of the Agreement is hereby deleted and replaced with a revised Contract Price of 762,563.00.

3. Except as expressly modified by this Amendment, the parties hereby ratify and confirm that all the other terms, conditions, provisions and covenants of the Agreement, including any prior amendments thereto, shall remain in full force and effect. In the event the terms of this Amendment conflicts with the terms of the Agreement or a prior amendment, the terms of this Amendment shall control. All capitalized terms not defined herein shall have the meaning ascribed to them in the Agreement.

4. This Amendment may be executed in two or more identical counterparts, each of which shall be deemed to be an original and all of which taken to together shall be deemed to constitute the amendment when a duly authorized representative of each party has signed a counterpart.

SIGNATURE PAGE FOLLOWS
EACH PARTY’S ACCEPTANCE HEREOF IS EXPRESSLY LIMITED TO THE TERMS OF THIS AMENDMENT AND NO DIFFERENT OR ADDITIONAL TERMS CONTAINED IN ANY PURCHASE ORDER, CONFIRMATION OR OTHER WRITING SHALL HAVE ANY FORCE OR EFFECT UNLESS EXPRESSLY AGREED TO IN WRITING BY THE PARTIES.

CITY OF IRVING, TX

Accepted By (Signature)  
Richard H. Stopfer  
Printed Name

Mayor  
Title

Date

TRITECH SOFTWARE SYSTEMS

Accepted By (Signature)  
Printed Name

Title

Date
Resolution -- Approving the Special Event Permit Application for the City of Irving’s Fall Fest Event, to be Held at Whistlestop Plaza, Located at 123 W. Irving Boulevard, Irving, Texas on October 12, 2019

Administrative Comments
1. This item is recommended by the Parks and Recreation Department.
2. Impact: Approval of the Special Event Permit Application for the 2019 Fall Fest event is in compliance with the requirements as outlined in the Special Event Permit Application which requires City Council Approval for all events with more than 2,500 participants and/or spectators and for time periods that exceed four and one-half hours any time between 7:00 am and 1:00 am.
3. If the estimated number of participants and spectators exceeds 2,500 during any day of the special event or any portion of the event is to take place on city property, the City of Irving Special Events Team will coordinate with Risk Management to procure and keep in full force and effect, for the duration of the event, insurance written by an insurance company approved by the State of Texas and acceptable to the City and issued in the standard form approved by the Texas Department of Insurance.
4. To fulfill the safe execution of City of Irving special events, spearheaded by the Parks and Recreation Department, there is a logistical need for street closures and/or traffic management and security services by the Irving Police Department as it relates to the attached list of special events.
5. This permit approves staging and road closures along Rock Island Road between Main Street and the entrance of the nearest DART lot, and along Main Street between Rock Island Road and Irving Boulevard, from 6:00 am to 10:00 pm on Saturday, October 12, 2019.
6. City Council has approved funding to support citywide special events.

Recommendation
The resolution be approved.

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

ATTACHMENTS:
Special Event Permit - Fall Fest 2019 (PDF)
CURRENT YEAR FINANCIAL IMPACT:
None

REVISION INFORMATION:
Prepared: 8/27/2019 06:58 PM by Teresa Kerss
Last Updated: 9/12/2019 11:06 AM by Carolyn Matthis
CITY OF IRVING

COUNCIL RESOLUTION NO. (ID # 10479)

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

SECTION I.  THAT the City Council hereby approves and grants the attached Special Event Permit Application for the City of Irving’s Fall Fest event, to be held at Whistlestop Plaza, located at 123 W. Irving Boulevard, Irving, Texas on October 12, 2019.

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 September 19, 2019.

____________________________________________________________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

___________________________________________
Shanae Jennings
City Secretary

APPROVED AS TO FORM:

___________________________________________
Kuruvilla Oommen
City Attorney
CITY OF IRVING SPECIAL EVENT PERMIT APPLICATION

The City of Irving works with event organizers to facilitate the promotion of events and activities within the city to maintain Irving’s positive image, to stimulate economic growth and to ensure to the extent possible that events are conducted in a safe environment. The Special Event Permit Application is the first step in the process to approve major events in the city. While the Irving Police Department is charged with oversight of the permitting process, several city departments and other interested parties with responsibilities over specific venues are involved and may provide recommendations and impose additional requirements. These departments and other interested parties may include: Fire, Planning, Inspections, Risk Management, Traffic and Transportation, Solid Waste, Code Enforcement, Convention and Visitors Bureau, Convention Center, Parks and Communications, Dallas Area Rapid Transit (DART), The Las Colinas Association and Dallas County Utility Reclamation District (DCURD).

It is the responsibility of the applicant to comply with all requirements of the city in order for the permit to be approved, and the permit may be denied or revoked if the applicant fails to comply with any of these requirements.

A special event permit may be denied if: an established event is customarily held at the same place and time as the proposed event; another special event permit has already been granted for another event at the same place and time; or the proposed event will unreasonably disrupt the orderly flow of traffic and there is no reasonable means of rerouting traffic or otherwise meeting traffic needs.

The City of Irving does not have authority for permits that affect any part of a freeway, expressway or tollway.

SECTION 1: APPLICANT

City of Irving
Organization

Holley Norman
Senior Special Events Coordinator
Title

825 W. Irving Blvd.
Mailing Address

(972) 721-2716 (469) 404-3656 (972) 721-2658
Daytime Phone After-Hours Phone Fax

Hnorman@cityofirving.org
Email Address

Amy Kinkade
Special Events Supervisor
Title

(972) 721-2773 (972) 998-5036 (972) 721-2658
Daytime Phone After-Hours Phone Fax

Akinade@cityofirving.org
Email Address

Application Submittal Date: 08/22/2019
A designated Event Coordinator must be present at the event at all times. The Event Coordinator must have the authority to cancel or greatly modify the event plans and must be in contact with the supervising police officer at all times. Contact may be via cell phone or two-way radio if being utilized. If the Event Coordinator is someone other than the Applicant, please list their name and the means of contact:

Amy Kinkade & Holley Norman

Event Coordinator
On-Site Means of Contact: ☑ Cell Phone (469) 404-3656 ☐ Two-Way Radio

Organization Type: ☐ Non-Profit ☐ For-Profit ☑ Government ☐ Corporation

Other:

Additional groups, organizations or co-sponsors of the event:

<table>
<thead>
<tr>
<th>Organization Name</th>
<th>Contact Person</th>
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SECTION 2: EVENT DESCRIPTION

Event Name: Fall Fest

Event Type: ☑ Run/Walk – Qualifying/Professional ☐ Triathlon/Marathon ☐ Procession ☐ Run/Walk ☐ Parade ☐ Fireworks
☐ Other: Fall Fest (pumpkin patch/carnival)

Estimated Number of Participants: 10 Estimated Number of Spectators: 2,000

Event Description:
Outdoor DJ, activities, pumpkin patch, trunk or treat, and games.

Is this a first-time event? ☑ YES ☐ NO

If NO, but it is the first time for the event to be held in Irving, please list where has it been held in its two most recent years.

Prior Location Year(s)

SECTION 3: EVENT SCHEDULE

Event Date(s): Saturday, October 12, 2019

Event Start Time: 10 a.m. Event Finish Time: 2:00 p.m.

Set Up Start Date/Time: Thursday 10/10 - 6 a.m. Tear Down Completed By Date/Time: Sat 10/12 - 6 p.m.
SECTION 4: EVENT LOCATION, LAYOUT/ROUTE AND PARKING PLAN

Event Venue: Whistleslop Plaza

Have you already contracted with the venue for its use? YES NO

Event Address: 123 W. Irving Blvd.

List any streets affected by the event, the proposed layout/route, start/finish line and all proposed street closures:

Road closure on event days from 6 a.m. to 10 p.m.:
* Rock Island Road (Main Street to the entrance of the nearest DART lot)
* Main Street (Rock Island Road to Irving Blvd.)

Where will event participants and attendees park? DART and City of Irving parking lots

Have you already contracted for use of these parking facilities? YES NO

Please attach any proposed course maps, site layouts and parking maps.

SECTION 5: OTHER PERMITS/CONSIDERATIONS

If any of the following equipment or activities will be part of your event, please check the appropriate boxes. Additional permits or requirements may apply. It is the responsibility of the applicant to secure the applicable permits and submit to any requirements.

☐ Aerial Drones/Aircraft ☐ Alcohol Sales/Consumption
☐ Amplified Sound ☐ Food, Beverage and/or Merchandise Sales
☐ Amusement Rides ☐ Police Officers for Security/Traffic Control
☐ Animals ☐ Portable Restrooms
☐ Bagged Parking Signs ☐ Signs and/or Banners
☐ Bleachers ☐ Stages
☐ Building of Temporary Structures ☐ Street Closures
☐ City Parks Property ☐ Tents
☐ EMS Personnel ☐ Traffic Cones and/or Barriers

☐ Check if NONE of the above apply

SECTION 6: GENERAL PROVISIONS

A. An application for a special event permit must be submitted at least 90 days prior to the date of the event.
B. The applicant must provide for the protection of event participants at the levels required by the Irving Police Department and Irving Fire Department.
C. The applicant must ensure emergency vehicle access to all locations along the route.
D. The applicant must ensure that no fire lanes or fire hydrants are blocked.
E. The applicant must provide medical assistance on standby during the event at the levels required by the Irving Fire Department.
F. The applicant must avoid the following highways and roadways in route planning, as use of these specific roads will not be considered:
   1. Interstate Highway 635 or its frontage roads
   2. State Highway 114 or its frontage roads
   3. State Highway 183 or its frontage roads
   4. State Highway Loop 12 or its frontage roads
5. State Highway 348
6. State Highway 482 or its frontage roads
7. State Highway 356 or its frontage roads
8. State Highway 161 or its frontage roads
9. Shady Grove Road
10. Beltline Road
11. Valley View Lane
12. Roadways across a railroad crossing

G. No special event may unreasonably disrupt the orderly flow of traffic.
H. Events anticipating 3,500 or more participants and/or spectators will require City Council approval.
I. Events with times exceeding four and one-half hours will require City Council approval.

SECTION 7: PUBLIC NOTIFICATION

If the estimated number of participants and spectators exceeds 500 during the special event or there will be any street closures, the applicant shall at least 30 days prior to the start of the event, deliver written notice to all owners or occupants of real property abutting the event site, including all owners or occupants of real property abutting the route of a progressive event, such as a parade, walk/run or marathon/triathlon. The notice must include the following information: event date, time and location; a declaration that a special event permit has been filed; and a statement that interested persons may contact the Special Events Section of the Irving Police Department at 305 N. O'Connor, Irving, Texas 75061, 972-721-2484. A copy of this notification must be provided to the Special Events Section of the Irving Police Department, at the above address, or via email to mvincent@cityofirving.org.

SECTION 8: INSURANCE

If the estimated number of participants and spectators exceeds 2,500 during any day of the special event or any portion of the event takes place on City property, the applicant shall procure and keep in full force and effect for the duration of the event insurance written by an insurance company approved by the State of Texas and acceptable to the City and issued in the standard form approved by the Texas Department of Insurance. All provisions of each policy must be acceptable to the City and name the City and its officers and employees as additional insured. An original certificate of insurance must be submitted along with the special event permit application.

Commercial General Liability Insurance: Must be provided with combined single limits of liability for bodily injury and property damage of not less than $1,000,000 for each claim.

Liquor Liability Insurance: If any alcoholic beverage is sold, served or otherwise made available at the special event, Liquor Liability insurance must be provided by the alcoholic beverage license holder in an amount of not less than $1,000,000 for each claim.

Additional Liability Insurance Coverage: If a special event includes vehicles, fireworks, drones, aircraft, or other equipment, devices or activities that are excluded from coverage in the general liability insurance policy, then separate additional liability insurance coverage for the applicable exclusion(s) must be provided with the same combined single limits of liability for bodily injury and property damage as outlined in the paragraph above for commercial general liability insurance.

If you have not already arranged for insurance coverage for your event, insurance may be obtained through the City at an affordable, daily rate.
SECTION 9: ALCOHOLIC BEVERAGES

The Texas Alcoholic Beverage Commission (TABC) is responsible for regulating the sale and distribution of alcoholic beverages. Any questions regarding the sale or distribution of alcoholic beverages at your event should be directed to the TABC, 8700 Stemmons Freeway, Suite 460, Dallas, Texas 75247, 214-678-4088.

SECTION 10: AMPLIFIED SOUND

The Irving, Texas Code of Ordinances states:

Sec. 22-2. Noise Interfering with enjoyment of property or public peace and comfort. It shall be unlawful for any person to make or cause to be made any unreasonably loud, disturbing and unnecessary noise in the city which is offensive to the ordinary sensibilities of the inhabitants of the city, which noise renders the enjoyment of life or property uncomfortable or interferes with public peace and comfort. (Ord. No. 151, § 3)

Sec. 22-4. Acts creating unlawful noises. The following acts, among others, are declared to create loud, disturbing and unnecessary noises, in violation of this chapter, but such enumeration shall not be deemed to be exclusive:

(c) The playing of any radio, phonograph or musical instrument in such a manner, or with such volume as to disturb the peace, quiet, comfort or repose of persons in any dwelling, apartment, hotel or other type of residence.

The possession of a special event permit provides no exception(s) to these ordinances.

SECTION 11: PUBLIC HEALTH, SAFETY, AND WELFARE

The applicant may be required to provide a number of off-duty emergency service personnel and emergency medical vehicles for the special event. The total number of emergency medical personnel required to work the event will be determined by the Emergency Medical Services staff and the Fire Chief of the Irving Fire Department. The determination of fire department personnel required will be based on a number of planning variables, including but not limited to: (1) the estimated number of participants and spectators; (2) the availability of alcoholic beverages; (3) the topography and size of the event location; (4) the time of day and/or day of the week of the event; (5) the expected weather conditions; (6) the special event requires street closures or rerouting of vehicular or pedestrian traffic that may affect emergency access to the special event; (7) the special event involves specific activities that create a higher risk of illness or injury to persons participating in or attending the event; and (8), the prior history of the particular event indicates that emergency medical services are more likely to be required to protect the public health, safety and welfare.

The emergency medical personnel that may be required to be provided at a special event, by this section, must be sworn members of the Irving Fire Department. Emergency medical service personnel from other jurisdictions or entities may be called upon to assist in unusual situations and must have the approval of the Fire Chief for the City of Irving.

The use of off-duty emergency service personnel assures that Irving Fire Stations remain fully staffed to assure Irving’s standards of resident safety.

SECTION 12: PUBLIC SECURITY, CROWD CONTROL & TRAFFIC CONTROL

The applicant may be required to provide off-duty police officers for security, crowd control and traffic control at the special event. The total number of police officers required to work the event will be determined by the Special Events Section of the Irving Police Department, as well as the City of Irving Traffic and Transportation Department. The determination of officers required will be based on a number of planning variables, including but not limited to: (1) the estimated number of participants and spectators; (2) the availability of alcoholic beverages; (3) the topography and size of the event location; (4) the time of day and/or day of the week of the event; (5) the street closures and traffic direction required; (6) the event history; and (7), other standard activity in the event area.

The use of off-duty Police Officers assures that existing stations, beats and priorities remain fully staffed to assure Irving’s standards of resident safety.
SECTION 13: EVENT COSTS

The applicant assumes all costs related to the event, including but not limited to:

- Traffic cones and barricade rentals
- Placement of cones and barricades
- Off-Duty Police for Security and/or Traffic Direction
- Off-Duty EMS for Medical Services
- Portable Restroom Rentals, if event venue does not have sufficient public restrooms

Section 14: PERMIT DENIAL OR REVOCATION

The Chief of Police or his designee holds sole authority over the issuance, denial or revocation of a special event permit. An application will be denied if it is determined that any portion of the event will pose a significant risk to public health, safety or welfare, and if the applicant refuses to meet any portion of the City's requirements.

A special event permit may be denied if: an established event is customarily held at the same place and time as the proposed event; another special event permit has already been granted for another event at the same place and time; or the proposed event will unreasonably disrupt the orderly flow of traffic and there is no reasonable means of rerouting traffic or otherwise meeting traffic needs.

A permit may be revoked at any time if the Chief of Police or his designee determines that the applicant has failed to comply with a permit requirement(s) or the event is determined to pose a significant risk to public health, safety or welfare.

SECTION 15: VIOLATIONS

Permit holder agrees that every employee, agent and volunteer associated with the event conforms to and complies with all laws of the United States, State of Texas and all ordinances of the City of Irving. If permit holder is notified of such a violation, permit holder will immediately desist from and correct the violation. Refusal to comply will result in immediate permit revocation and could result in criminal charges being filed.

SECTION 16: INDEMNIFICATION BY PERMITTEE

For and in consideration of the grant of a Special Event Permit, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Permittee hereby agrees that City shall not be liable or responsible for, and shall be saved and held harmless by Permittee from and against any and all suits, actions, losses, damages, claims, or liability of any character, type, or description, including all expenses of litigation, court costs, and attorney's fees for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, arising out of, or occasioned by, directly or indirectly, the performance of Permittee under this Permit, including claims and damages arising in part from the negligence of the City, without however, waiving any governmental immunity available the CITY under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this indemnification 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.

It is the expressed intent of the parties to this Permit that the indemnity provided for in this section is an indemnity extended by Permittee to indemnify and protect City from the consequences of City's own negligence, however, that the indemnity provided for in this section shall apply only when the negligent act of City is a contributory cause of the resultant injury, death, or damage, and shall have no application when the negligent act of City is the sole cause of the resultant injury, death, or damage, unmixed with the legal fault of another person or entity.

Permittee further agrees to defend, at its own expense, and on behalf of City and in the name of City, any claim or litigation brought in connection with any such injury, death, or damage.
The Permittee will secure and maintain Contractual Liability Insurance to cover this indemnification Permit that will be primary and non-contributory as to any insurance maintained by the City for its own benefit, including self-insurance. In addition, Permittee shall obtain and file with City a City of Irving Standard Certificate of Insurance evidencing the required coverage.

SECTION 17: ACKNOWLEDGEMENT/SIGNATURE

By signing below, the applicant certifies that the information provided herein is correct; the applicant has read and understood the information contained in this application; and the applicant agrees to conduct the special event in compliance with all applicable codes, ordinances, laws and the conditions contained in the special event permit.

Applicant’s Signature

8/22/2019
Date

SECTION 18: ENCLOSURES

The following must be included with the application at the time of submission: Certificate[s] of Insurance, Event Layout Map/Site Plan, Parking Site Plan, Event Brochure. Incomplete applications will not be processed.
FALL FEST
October 12, 2019

Whistlestop Plaza
10 a.m. - 2 p.m.
IRVING PRESENTS

fall FEST

10 A.M. to 2 P.M. SATURDAY, OCT. 12
WHISTLESTOP PLAZA at 123 W. IRVING BLVD.

TRUNK or TREAT
PUMPKIN DECORATING
CARNIVAL GAMES ★ MAZE

PICK A free pumpkin PATCH

FOR MORE INFORMATION, VISIT
IRVINGEVENTS.ORG OR CALL
(972) 721-2501.
Resolution -- Approving the Reimbursement Agreement Between the Las Colinas Association and the City of Irving for the Maintenance of the State Highway 114 Corridor

Administrative Comments

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

2. Impact: The proposed agreement will continue the appearance of the State Highway 114 corridor area, at no additional cost to the City.

3. The Las Colinas Association proposes to reimburse the City for mowing and litter control services on State Highway 114, performed by the City’s mowing maintenance contractor.

4. The City has an existing Municipal Maintenance Agreement in effect with the Texas Department of Transportation, which permits such maintenance on state rights of way within the City of Irving.

5. The agreement will provide for funding by The Las Colinas Association for six annual mowing and litter control cycles.

6. Funding in the amount of $54,918.60 for the period of October 1, 2019, through September 31, 2020, is available in the Maintenance Agreement Fund budget within the General Fund, subject to funds being appropriated in Fiscal Year 2019-20.

Recommendation

The resolution be approved.

ADDITIONAL COMMENTS:

Contract Required: Yes
Previous Action: RES-2014-81
Review Completed By: Carolyn Matthis
Council Action: Approved

Discretionary Contract Disclosure Form Required:

Certificate of Interested Parties (Form 1295) Required:

TGC 2270 Verification Form Required:

ATTACHMENTS:

TLCA Maint_Agmt- SH 114 7.16.19 (Final) (PDF)
Exhibit A - SH 114 - Detailed by section (PDF)
Exhibit B - SH 114 Mowing Schedule (PDF)
SH 114 - Aerials (PDF)
CURRENT YEAR FINANCIAL IMPACT:

1001-0751-56406-500  Budget: $54,918.60  Actual: $54,918.60
Purchase Order will be issued as needed for annual contract.
Budget Adjustment/Transfer Required:  No

REVISION INFORMATION:

Prepared:  8/27/2019 05:36 PM by Teresa Kerss
Last Updated:  9/12/2019 10:06 AM by Carolyn Matthis
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 The Las Colinas Association (TLCA) whereby TLCA will reimburse the City for the maintenance of the State Highway 114 corridor within the Las Colinas area of Irving, and the Mayor is authorized to execute said agreement.

SECTION II. THAT funding for this expenditure is available in the maintenance agreements 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 September 19, 2019.

____________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

____________________________
Shanae Jennings
City Secretary

APPROVED AS TO FORM:

____________________________
Kuruvilla Oommen
City Attorney
THE LAS COLINAS ASSOCIATION
MAINTENANCE AGREEMENT

This MAINTENANCE AGREEMENT is entered into as of the _____ day of __________, A.D. 2019, by and between 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, hereinafter referred to as "Irving," and The Las Colinas Association (hereinafter “TLCA”), a Texas nonprofit corporation.

WHEREAS, TLCA has requested that Irving supplement existing scheduled Texas Department of Transportation mowing, in the area between Beltline Road and DART Orange Line (Old Teleport Boulevard), along State Highway 114, to result in a higher frequency of mowing from March through November; and

WHEREAS, Irving and the Texas Department of Transportation (the “State”) have executed an Amendment to Municipal Maintenance Agreement, dated February 18, 2000, approved by Resolution No. 2-17-00-117, whereby the State provides mowing and/or litter control on certain state routes in the city, including State Highway 114, and Irving may provide additional mowing or litter control maintenance services during the growing season, under certain terms and conditions; and

WHEREAS, Irving has provided the proof of insurance and a schedule of mowing to the State, required under the said Amendment to Municipal Maintenance Agreement to provide additional mowing services; and

WHEREAS, TLCA has agreed to participate in the cost of the additional mowing it has requested;

NOW, THEREFORE, in consideration of the premises, and for mutual benefits that flow to each party contained in this Agreement, which are confessed and declared to be sufficient, Irving and TLCA hereby agree as follows:

1. Obligations of Irving.

(a) Mowing. Irving shall provide through one or more independent contractors, selected through competitive bidding, and in accordance with its Amendment to Municipal Maintenance Agreement with the State, as it now exists, or is hereafter amended, the supplemental mowing requested by TLCA, being the area described in paragraph (b) and shown in Exhibit A and SH 114 Aerials, on the Schedule described in Exhibit B.

(b) Area to receive mowing, trimming, and litter control. An area along State Highway 114, extending approximately 5.29 miles, from the intersection of Beltline Road to DART Orange Line (Old Teleport Boulevard), and consisting of approximately 90.00 acres, in the Las Colinas area of the City of Irving, Dallas County, Texas, which is more particularly described in attached Exhibit A and SH 114 Aerials.

(c) Schedule. Mowing will be performed in accordance with the Schedule, which is more particularly described in attached Exhibit B.

2. Liability. The parties expressly agree that nothing in this Agreement is intended as a waiver of Irving's governmental immunity from suit or from liability. Further, the parties agree that this
Agreement is made subject to all applicable provisions of the Texas Civil Practices and Remedies Code, 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.

3. **Obligations of TLCA. Irving** shall invoice TLCA for the reasonable cost incurred by Irving and any contractor in providing the services on behalf of TLCA, as described in paragraphs 1 (a), (b) and (c) above, and TLCA is obligated to pay each invoice in full within thirty (30) days of receipt. Past due payments shall bear interest at the rate of 1-1/2 percent per month.

4. **Renewal.** This Agreement will automatically renew for an additional term of one (1) year on March 15 each year, for up to five (5) one year periods. Prior to automatic renewal, the City shall provide notice to TLCA of the reasonable cost for the upcoming growing season. Such notice shall be given no later than January 30 of each year. Automatic renewal shall take effect provided that TLCA has not, on or before the 15th day of the prior February, given written notice to Irving of its intent not to renew. If written Notice of Non-Renewal is timely given, this Agreement will cease, with no further obligation by either party.

5. **Termination.** This Agreement may be terminated by the mutual written consent of the parties. Further, this Agreement may be terminated by the failure of the City Council to provide sufficient funding in any budget year to adequately fund the agreement.

6. **Default and Remedies.**

   (a) An Event of Default exists under this Agreement upon the occurrence of any of the following events:

   (1) If a party does not perform any term, provision, covenant, agreement, or obligation under this Agreement, and then does not cure the default within 20 days after receiving written notice of the default from the non-defaulting party. If any non-monetary default cannot be cured within the 20-day period, an Event of Default does not occur if the defaulting party commences to cure the default within the 20-day period and diligently completes the cure as soon as reasonably practicable, but in any event within 60 days after receiving the default notice (unless a longer extension is otherwise agreed to in writing by the non-defaulting party, such extension not to be unreasonably withheld).

   (2) If a party becomes a debtor in a bankruptcy proceeding or similar action that is not permanently dismissed or discharged within 60 days (for voluntary proceedings) or 120 days (for involuntary proceedings).

   (3) If a party becomes insolvent.

   (b) If an Event of Default by a party occurs, then the non-defaulting party may do any or all of the following:

   (1) Terminate this Agreement without penalty or fee by giving 30 days’ notice to the defaulting party.

   (2) Bring an action against the defaulting party for damages.
(3) Seek any other available legal or equitable remedy.

c) No party may collect, and each party waives the right to collect, any special, consequential, indirect, punitive, statutory, and other damages from the other party, other than actual direct damages.

The provisions of this section survive the expiration or earlier termination of this Agreement.

7. **Assignment.** This Agreement is binding upon, and inures to the benefit of the parties and their respective successors and assigns. Neither party may assign its interest in this Agreement without the prior written consent of the other party.

8. **Notices.** All notices, demands, approvals, consents, requests, and other communications required or permitted under this Agreement must be in writing and given by personal delivery or sent registered, or certified mail, return receipt requested, and addressed, as follows:

   To **TCLA:** The Las Colinas Association
   122 West John W. Carpenter Freeway, Suite 550
   Irving, Texas 75039
   Attention: President
   Telephone: 972.541.2345
   Facsimile: 972.650.0229

   To **Irving:** City of Irving
   825 West Irving Boulevard
   Irving, Texas 75060
   Attention: Parks and Recreation Director
   Telephone: 972.721.2702
   Facsimile: 972.721.2658

   Either party may designate a different place or places for notice by delivering notice to the other party in accordance with this section. The term “business day” means, any weekday that is not a holiday under the laws of the State of Texas.

9. **Waiver and Indemnification.** The parties hereto acknowledge that TLCA has no ownership or control of the area that is the subject of this Agreement (as described in Exhibit A and SH 114 Aerials). Accordingly, Irving hereby waives its right to pursue any action against TLCA (other than for TLCA’s default in its obligation to reimburse Irving, as set forth in Section 2 hereof) under this Agreement, including any liability related to the maintenance of the subject area.

10. **Miscellaneous.**

   (a) **Legal fees and costs.** The prevailing party in any lawsuit, other legal proceeding, or alternative dispute between the parties to this Agreement will be entitled to collect from the other party the reasonable legal fees, court costs, and dispute resolution fees and costs incurred in the prosecution or defense of the suit or proceeding. The provisions of this Section 10 survive the expiration or earlier termination of this Agreement.

   (b) **Authorization and validity.** Each party to this Agreement represents to the other party that the execution, delivery, and performance of both this Agreement and all other documents contemplated
by this Agreement have been duly authorized by all necessary action on its behalf, and that this Agreement and other documents constitute legal, valid, and binding obligations of the party and are enforceable against it in accordance with the terms of the Agreement and other documents, except to the extent that enforceability is limited by applicable laws affecting creditors rights generally.

(c) **Amendment.** In order to amend, modify, or revoke this Agreement, the parties must sign a written instrument containing the amendment, modification, or revocation.

(d) **Governing law, venue, and construction.** This Agreement is governed by and is to be construed in accordance with the laws of the State of Texas without reference to the conflicts of laws provisions of the State of Texas. Lawsuits and other legal proceedings relating to or affecting this Agreement must be brought in a court of competent jurisdiction in Dallas County, Texas. The judicial doctrine that provides that documents are to be construed against the drafter or provider of such documents does not apply to this Agreement, as each party has had a reasonable opportunity to obtain and consult with their own legal counsel regarding this Agreement. The approval and acceptance of this Agreement does not waive any rights, immunities, powers, or privileges available to Irving under applicable federal, state, and local laws.

(e) **Headings.** The paragraph headings in this Agreement are only for the convenience of the parties and the meaning and interpretation of the provisions of this Agreement are not to be affected or limited because of the use, context, or wording or any heading.

(f) **Counterparts.** The parties may execute more than one original copy of this Agreement. As long as all parties have executed at least one copy of this Agreement, it will be effective between them without regard to whether they execute the same copy or counterpart copies. This Agreement may be executed by facsimile, and a facsimile signature will be treated like an original signature.

(g) **No waiver.** The failure of either party to insist upon strict performance of any of the terms, covenants, or conditions of this Agreement will not be deemed a waiver of any rights or remedies that party may have hereunder, at law or in equity, and will not be deemed a waiver of any conditions. No waiver by any party of any default under this Agreement will be effective or binding on the party unless made in writing by the party and no waiver will be implied from any omission by a party to take action in respect to any default. No express written waiver of any default affects any other default.

(h) **Further assurances.** Each party will cooperate with the other party and will execute and deliver all other instruments, and will take all other actions, as the other party may reasonably request from time to time in order to effectuate the provisions of this Agreement.

(i) **Exhibits.** The Exhibits attached to this Agreement are incorporated into and made a part of this Agreement for the purposes hereof.

(j) **Third-party beneficiaries.** Nothing in this Agreement is intended to, nor shall it create, any rights in favor of any entities, other than the parties and their respective successors and assigns.

11. **Limitation on recourse.** Notwithstanding anything to the contrary contained in this Agreement or in any document related to this Agreement, the recourse of each other party against Irving and TLCA with respect to any responsibility, undertaking, duty, liability, or obligation of any kind or nature under or in connection with this Agreement or any other related agreement or transaction whether liquidated, unliquidated, claimed, or adjudged is limited to the assets of TLCA and Irving,
respectively, as an entity, and no officer, director, or member of TLCA or Irving, or any other person or entity whatsoever has any liability whatsoever, direct, indirect, contingent, or otherwise, in connection therewith.

THE LAS COLINAS ASSOCIATION
A Texas nonprofit corporation

Date: __________   By: ________________________________
      Hammond Perot,
      President and General Manager

CITY OF IRVING

Date: __________   By: ________________________________
      Richard H. Stopfer, Mayor

Attest:

______________________________
Shanae Jennings,
City Secretary

Approved as to Form:

______________________________
Kuruvilla Oommen
City Attorney
# Las Colinas Association - TXDOT ROW - Mowing Reimbursement Area

*Maintenance Areas are from Beltline Rd. to DART Orange Line (Old Teleport Blvd.)*

<table>
<thead>
<tr>
<th>Section #</th>
<th>Area</th>
<th>Measurement Area Description</th>
<th>Aerial Map ID Numbers</th>
<th>Estimated Total Mowing Area (Square Feet)</th>
<th>10% Slope Adj. Factor</th>
<th>Adjusted Estimated Total Mowing Area (Sq. Feet)</th>
<th>Total Estimated Acres</th>
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<tbody>
<tr>
<td>1</td>
<td>Beltline to State Hwy 161 (Aerial Map 1/4)</td>
<td>South Parkways (Eastbound) Includes bridge abutments, guardrails, maintainable hardscape, sign posts, etc.</td>
<td>202, 204, &amp; 206</td>
<td>381,679.20</td>
<td>38,167.92</td>
<td>419,847.12</td>
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<td>North Parkways (Westbound) Includes bridge abutments, guardrails, maintainable hardscape, sign posts, etc.</td>
<td>201, 203, &amp; 205</td>
<td>319,375.96</td>
<td>31,937.60</td>
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<td>2</td>
<td>State Hwy 161 to Walnut Hill Ln. (Aerial Map 2/4)</td>
<td>South Parkways (Eastbound) Includes bridge abutments, guardrail, maintainable hardscape, sign posts, etc.</td>
<td>207, 209, 211, 213, &amp; 214</td>
<td>486,455.84</td>
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<td>North Parkways (Westbound) Includes bridge abutments, guardrails, maintainable hardscape, sign posts, etc.</td>
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<td>418,082.55</td>
<td>41,808.26</td>
<td>459,890.81</td>
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<td>3</td>
<td>Walnut Hill Ln. to N. O’Connor Rd. (Aerial Map 3/4)</td>
<td>Northwest Hwy. (Interchange Area) Includes bridge abutments, guardrails, maintainable hardscapes, sign post, etc.</td>
<td>215, 217, 219, &amp; 223</td>
<td>594,288.52</td>
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<td>South Parkways (Eastbound) Includes bridge abutments, guardrails, maintainable hardscape, sign posts, etc.</td>
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<td>40,370.91</td>
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<td>4</td>
<td>N. O’Connor Rd. to DART Orange Line (Old Teleport Blvd.) (Aerial Map 4/4)</td>
<td>South Parkways (Eastbound) Includes bridge abutments, guardrails, maintainable hardscape</td>
<td>232, 234, 236, 238, 239, &amp; 241</td>
<td>223,282.44</td>
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<td></td>
<td>North Parkways (Westbound) Includes bridge abutments, guardrails &amp; maintainable hardscape</td>
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**Total 5.29 miles in Length**

**Overall Totals:**
- 3,294,040.74
- 329,404.08
- 3,623,444.82
- 83.210

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Updated: 7/16/2019, Page 1.
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<th>Cycle #</th>
<th>Time of Year</th>
<th>Area Included</th>
<th>Estimated Acreage</th>
<th>Description of Maintenance</th>
<th>Maintenance Performed by</th>
<th>Funding Source</th>
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<tbody>
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<td>Late Winter / Early Spring</td>
<td>DART Orange Line (Teleport) to Beltline Rd. Interchange</td>
<td>83.21</td>
<td><strong>Profile Spring Mowing</strong> - Attention to be paid to wildflowers, per TXDOT wildflower preservation standards. Mow all areas with a maximum 15' set-back from curb or pavement edge to prevent destroying wildflower blooms. All guardrails, signs, bridge abutments and other hard surface areas with vegetative growth are to be cut using string trimming equipment. Entire area is to receive litter control.</td>
<td>City ROW Contractor</td>
<td>Las Colinas Association Reimbursement</td>
</tr>
<tr>
<td>2</td>
<td>Spring</td>
<td>DART Orange Line (Teleport) to Beltline Rd. Interchange</td>
<td>83.21</td>
<td><strong>Profile Spring Mowing</strong> - Remain sensitive to TXDOT wildflower preservation standards. Mow all areas with a maximum 15' set-back from curb or pavement edge to prevent destroying wildflower blooms. All guardrails, signs, bridge abutments and other hard surface areas with vegetative growth are to be cut using string trimming equipment. Entire area is to receive litter control.</td>
<td>City ROW Contractor</td>
<td>Las Colinas Association Reimbursement</td>
</tr>
<tr>
<td>5</td>
<td>Summer</td>
<td>DART Orange Line (Teleport) to Beltline Rd. Interchange</td>
<td>83.21</td>
<td><strong>Full Area mowing</strong> - Mow entire area and all guardrails, signs, bridge abutments and other hard surface areas with vegetative growth are to be cut using string trimming equipment. Entire area is to receive litter control.</td>
<td>City ROW Contractor</td>
<td>Las Colinas Association Reimbursement</td>
</tr>
<tr>
<td>7</td>
<td>Late Summer / Early Fall</td>
<td>DART Orange Line (Teleport) to Beltline Rd. Interchange</td>
<td>83.21</td>
<td><strong>Full Area mowing</strong> - Mow entire area and all guardrails, signs, bridge abutments and other hard surface areas with vegetative growth are to be cut using string trimming equipment. Entire area is to receive litter control.</td>
<td>City ROW Contractor</td>
<td>Las Colinas Association Reimbursement</td>
</tr>
<tr>
<td>8</td>
<td>Early Fall / Fall</td>
<td>DART Orange Line (Teleport) to Beltline Rd. Interchange</td>
<td>83.21</td>
<td><strong>Full Area mowing</strong> - Mow entire area and all guardrails, signs, bridge abutments and other hard surface areas with vegetative growth are to be cut using string trimming equipment. Entire area is to receive litter control.</td>
<td>City ROW Contractor</td>
<td>Las Colinas Association Reimbursement</td>
</tr>
</tbody>
</table>
Resolution -- Approving the Continued Receipt of the City of Irving’s Share of Bingo Prize Fees Pursuant to House Bill 914

Administrative Comments
1. This item is recommended by the Financial Services Department.
2. Impact: Approval of this resolution will allow the city to continue to receive bingo revenue.
3. House Bill 914, enacted by the 86th Texas Legislature, requires an affirmative vote of the City Council in order for the city to continue receiving bingo revenue after January 1, 2020. This vote must be taken by November 1, 2019.
4. The city receives annual revenues from bingo fees of approximately $50,000 per year.
5. The local portion of bingo fees is 50% of the total bingo fee with the other 50% paid to the State of Texas. Currently the local portion is divided between Irving and Dallas County at 25% each. If Irving chooses not to continue the fee, the full amount of the local portion will be distributed to Dallas County, unless they also choose not to continue collecting the fee. Dallas County is currently budgeting to continue collecting bingo revenue in their proposed FY 2019-20 budget.

Recommendation
The resolution be approved.

ADDITIONAL COMMENTS:

Contract Required: No Review Completed By: Christina Weber
Previous Action: NA Council Action: NA
Discretionary Contract Disclosure Form Required: No

CURRENT YEAR FINANCIAL IMPACT:
None

REVISION INFORMATION:
Prepared: 7/24/2019 11:47 AM by Anita Gomez
Last Updated: 9/10/2019 01:16 PM by Bret Starr
CITY OF IRVING

COUNCIL RESOLUTION NO. RES-2019-322

WHEREAS, pursuant to House Bill 914, enacted by the 86th Texas Legislature, in order to continue to receive a share of bingo prize fees after January 1, 2020 a governing body must affirmatively vote to continue to receive that share by November 1, 2019;

WHEREAS, it is the Irving City Council’s desire to continue to receive its share of bingo prize fees after January 1, 2020; and

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

SECTION I. THAT the Irving City Council hereby approves to continue to receive its share of bingo prize fees after January 1, 2020.

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 September 19, 2019.

________________________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

________________________________________
Shanae Jennings
City Secretary

APPROVED AS TO FORM:

________________________________________
Kuruvilla Oommen
City Attorney
Resolution -- Authorizing the Exercise of the Right of Eminent Domain and the Initiation of Condemnation Proceedings in Accordance with the City Charter and Chapter 21 of the Texas Property Code to Acquire Real Property Interests for Public Use on Parcel 115-9 (1300 Darr Street) and Parcel 115-10 (1409 N. Walton Walker Blvd)

Administrative Comments

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

2. Impact: This authorization is being requested to allow the City to pursue the acquisition of real property interests on Parcel 115-9 (1300 Darr St.) and Parcel 115-10 (1409 N. Walton Walker Blvd.) which are essential to the completion of Phase II of the Diamond Interchange Project. Conventional negotiations to obtain easements from the landowners have proven unsuccessful.

3. This item will be presented to the Transportation and Natural Resource Committee on September 18, 2019.

4. Funding in the total estimated amount of $100,000.00 is available within the Water and Sewer System Non-Bond CIP Fund.

Recommendation

The resolution be approved.

ADDITIONAL COMMENTS:

Contract Required: Yes
Previous Action: N/A
Review Completed By: Dean Roggia
Council Action: N/A

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

ATTACHMENTS:

Exhibits (PDF)

CURRENT YEAR FINANCIAL IMPACT:

5422-3251-77009-919006 Budget $40,000.00 Actual $40,000.00

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

SECTION I. THAT the City Council hereby authorizes, and deems it necessary to exercise, the right of eminent domain for public purposes related to Phase II of the Diamond Interchange Project, and authorizes the initiation of condemnation proceedings in accordance with the City Charter and Chapter 21 of the Texas Property Code, to acquire real property interests for public use on Parcel 115-9 (1300 Darr Street) and Parcel 115-10 (1409 N. Walton Walker Blvd).

SECTION II. THAT the City Council hereby authorizes the City Attorney or his designee to take any and all necessary legal action in connection with the condemnation proceedings.

SECTION III. THAT funding in the estimated amount of $100,000 is available within the Water and Sewer System Non-Bond CIP Fund.

SECTION IV. 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 September 19, 2019.

____________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

_______________________________
Shanae Jennings
City Secretary

APPROVED AS TO FORM:

_______________________________
Kuruvilla Oommen
City Attorney
Parcel 115-9, Diamond Interchange Utility Relocation Project

*Boundaries are approximate and do not constitute a survey.

1300 Darr, LLC Tract
1300 Darr Street
Irving, Texas
Parcel 115-10, Diamond Interchange Utility Relocation Project

*Boundaries are approximate and do not constitute a survey.

Delux Suites Investments Tract
1409 N. Walton Walker Blvd.
Irving, Texas
Resolution -- Approving the Acquisition of a Public Utility Easement on Parcel 115-1, Located at 1901 E. Union Bower Road in the Amount of $15,892.00

Administrative Comments

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

2. Impact: In order to accommodate the Texas Department of Transportation’s (TxDOT) Diamond Interchange Expansion Project, the City of Irving will need to relinquish existing utility easements that will conflict with the Diamond Interchange project design. Therefore, the City must acquire several new easements on adjacent privately owned lands. The purpose of this agenda item is for acquisition of a 0.069 acre utility easement, across Parcel 115-1, situated at 1901 E. Union Bower Road and owned by Gramsn Fuels, Inc.

3. This item will be presented to the Transportation and Natural Resource Committee on September 18, 2019.

4. Funding in the amount of $15,892.00 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: Dean Roggia
Previous Action: N/A Council Action: N/A

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

ATTACHMENTS:

Exhibit A Parcel 115-1 (PDF)
DOC346 (PDF)

CURRENT YEAR FINANCIAL IMPACT:

5422-3251-77009-919006 Budget: $15,892.00 Actual: $15,892.00
Budget Adjustment/Transfer Required: No (If yes, please explain.)

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 Sales Contract for the acquisition of a 0.069 acre public utility easement, across Parcel 115-1, situated at 1901 E. Union Bower Rd., and owned by Gramsn Fuels, Inc., in the amount of $15,892.00, for Phase II of the Diamond Interchange Project, and the Mayor is authorized to execute said contract and any related conveyance documents.

SECTION II. THAT funding for this expenditure is available in 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 September 19, 2019.

______________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

______________________________
Shanae Jennings
City Secretary

APPROVED AS TO FORM:

______________________________
Kuruvilla Oommen
City Attorney
Parcel 115-1, Diamond Interchange Utility Relocation Project

*Boundaries are approximate and do not constitute a survey.

Grams Fuels Property
1901 E Union Bower Road
Irving, Texas
EXHIBIT "A"
3,027 SQUARE FOOT TRACT
Part of Gramsn Fuels, Inc.
Jesse Moon Survey, Abstract No. 879
City of Irving, Dallas County, Texas

DESCRIPTION, of a 3,027 square foot (0.069 acre) tract of land situated in the Jesse Moon Survey, Abstract No. 879, City of Irving, Dallas County, Texas; said tract being a part of that tract of land described in Warranty Deed With Vendor's Lien to Gramsn Fuels, Inc. recorded in Instrument No. 200600200335 of the Official Public Records of Dallas County, Texas; said 3,027 square foot (0.069 acre) tract being more particularly described as follows (bearing system for this survey is based on a bearing of North 89 degrees, 48 minutes, 29 seconds West for the south line of said Gramsn Fuels, Inc. tract):

COMMENCING, at an aluminum disk stamped "TXDOT" found at the south end of a corner clip at the intersection of the east right-of-way line of State Highway Loop 12 (a variable width right-of-way) and the north right-of-way line of Union Bower Road (a variable width right-of-way); said point being the southernmost southwest corner of said Gramsn Fuels, Inc. tract; from said point an aluminum disk stamped "TXDOT" found bears North 36 degrees, 37 minutes, 08 seconds West, a distance of 8.13 feet;

THENCE, South 89 degrees, 48 minutes, 29 seconds East, along the south line of said Gramsn Fuels, Inc. tract and the said north line of Union Bower Road, a distance of 101.68 feet to a 1/2-inch iron rod with "IRVING EASEMENT" cap set for the POINT OF BEGINNING;

THENCE, North 00 degrees, 10 minutes, 29 seconds West, departing the said south line of Gramsn Fuels, Inc. tract and the said north line of Union Bower Road, a distance of 151.12 feet to a 1/2-inch iron rod with "IRVING EASEMENT" cap set for corner in the north line of said Gramsn Fuels, Inc. tract and the south line of that tract of land described in deed to the State of Texas recorded in Instrument No. 200800397093 of said Official Public Records;

THENCE, North 88 degrees, 58 minutes, 25 seconds East, along said north line of Gramsn Fuels, Inc. tract and the south line of said State of Texas tract, a distance of 20.09 feet to a point for the northeast corner of said Gramsn Fuels, Inc. tract, the southeast corner of said State of Texas tract and being in the west line of that tract of land described as Tract I in deed to Murph Properties, LTD. recorded in Volumes 99215, Page 6316 of Deed Records of Dallas County, Texas;

THENCE, South 00 degrees, 10 minutes, 29 seconds East, along the east line of said Gramsn Fuels, Inc. tract and said west line of the Murph Properties, LTD. tract, a distance of 151.55 feet to a point for the southeast corner of said Gramsn Fuels, Inc. tract, the southwest corner of said Murph Properties, LTD. tract and being in said north line of Union Bower Road;

THENCE, North 89 degrees, 46 minutes, 29 seconds West, along the said south line of Gramsn Fuels, Inc. tract and said north line of Union Bower Road, a distance of 20.00 feet to the POINT OF BEGINNING;

CONTAINING: 3,027 square feet or 0.069 acres of land, more or less.

(A survey plat of even survey date herewith accompanies this description.)

The undersigned, Registered Professional Land Surveyor, hereby certifies that the foregoing description accurately sets out the metes and bounds of the easement tract described.

Michael Larry Lewis, Jr.
Registered Professional Land Surveyor No. 5773
Pacheco Koch Consulting Engineers, Inc.
6100 Western Place, #1001, Fort Worth TX 76107
(817) 412-7155
TX Reg. Surveying Firm LS-10008001
3567-14.197EX115-1.doc; 3567-14.197EX115-1.dwg DRI
The undersigned, Registered Professional Land Surveyor, hereby certifies that this plot of survey accurately sets out the metes and bounds of the easement tract described.

Michael Larry Lewis, Jr.
Registered Professional Land Surveyor No. 5773

Notes:
1. A metes and bounds description of the survey accurately sets out the metes and bounds of the easement tract described.

2. Bearing system for this survey is based on a bearing of North 89 degrees, 48 minutes, 29 seconds West for the south line of Gramsn Fuels, Inc. tract, recorded in Instrument No. 2006002000335 of the Official Public Records of Dallas County, Texas.
SALES CONTRACT

STATE OF TEXAS §

COUNTY OF DALLAS §

KNOW ALL MEN BY THESE PRESENTS:

THAT we, the undersigned, hereinafter called the "Seller" whether one or more, hereby agree to sell to the City of Irving, Texas, a municipal corporation situated in Dallas County, Texas, hereinafter called "Purchaser", for:

CITY OF IRVING MUNICIPAL WATER MAIN & WASTEWATER (SANITARY SEWER) EASEMENT

All that certain tract, piece or parcel of land, lying and being situated in the County of Dallas, State of Texas, described in EXHIBIT “A” attached hereto and made for a more particular description of said property, upon the following terms and conditions, to-wit:

1. The consideration to be paid to Seller by Purchaser is as follows:
   3,027 square feet (0.069 ac.) of property valued at $10.50 per sq. ft.
   at 50% easement value for easement, as rounded........................................... $15,892.00
   TOTAL COMPENSATION......................................................................................... $15,892.00

2. City agrees to restore grass turf disturbed by construction using appropriate methods upon completion of project. The owner grants permission for the City of Irving, its contractor, agents or assigns to enter the property for the purpose of restoring any improvements disturbed during construction.

3. At the time of construction, anything within the right of way that has not been removed will be considered abandoned and the city will remove and dispose of it at City's discretion without any further compensation to the owner.

4. Seller will convey good and marketable title to the easement areas. Prior to closing and before any purchase money is paid, any owner who is a Trust must submit a copy of the Trust Agreement identifying the true owner of the property to the Irving City Council in compliance with Sec. 2252.092, Tex. Govt. Code. The City Council must pass a resolution acknowledging receipt of the Trust Document and approving the sale of the property.

5. Purchaser, at Purchaser's expense and option, will be responsible to obtain a Title Insurance Policy from a Title Company of their choice Community National Title 14800 Quorum Drive, Ste. 150 Dallas, Texas 75254 Attn: Stephanie Hawkins 972-528-6071). Any Seller requested exceptions to Title Insurance must be approved by the City Attorney of Irving.

6. Consideration to be paid upon the proper execution and delivery of the easement.

The foregoing consideration to be paid to Seller shall be considered full compensation for said property and for any damages that may be claimed or asserted by virtue of the establishment and construction of the improvements the City of Irving shall construct, establish or erect.

EXECUTED this 17th day of July, 2019.

Gramsn Fuels, Inc., a Texas corporation:

by: Abdul Khabegh, Director

ACCEPTED BY
CITY OF IRVING, TEXAS

BY:
RICHARD H. STOPFER-MAYOR
EXHIBIT "A"
3,027 SQUARE FOOT TRACT
Part of Gramsn Fuels, Inc.
Jesse Moon Survey, Abstract No. 879
City of Irving, Dallas County, Texas

DESCRIPTION, of a 3,027 square foot (0.069 acre) tract of land situated in the Jesse Moon Survey, Abstract No. 879, City of Irving, Dallas County, Texas; said tract being a part of that tract of land described in Warranty Deed With Vendor's Lien to Gramsn Fuels, Inc. recorded in Instrument No. 20060200335 of the Official Public Records of Dallas County, Texas; said 3,027 square foot (0.069 acre) tract being more particularly described as follows (bearing system for this survey is based on a bearing of North 89 degrees, 48 minutes, 29 seconds West for the south line of said Gramsn Fuels, Inc. tract):

COMMENCING, at an aluminum disk stamped “TXDOT” found at the south end of a corner clip at the intersection of the east right-of-way line of State Highway Loop 12 (a variable width right-of-way) and the north right-of-way line of Union Bower Road (a variable width right-of-way); said point being the southermmost southwest corner of said Gramsn Fuels, Inc. tract; from said point an aluminum disk stamped “TXDOT” found bears North 36 degrees, 37 minutes, 08 seconds West, a distance of 8.13 feet;

THENCE, South 89 degrees, 48 minutes, 29 seconds East, along the south line of said Gramsn Fuels, Inc. tract and the said north line of Union Bower Road, a distance of 101.68 feet to a 1/2-inch iron rod with "IRVING EASEMENT" cap set for the POINT OF BEGINNING;

THENCE, North 00 degrees, 10 minutes, 29 seconds West, departing the said south line of Gramsn Fuels, Inc. tract and the said north line of Union Bower Road, a distance of 151.12 feet to a 1/2-inch iron rod with "IRVING EASEMENT" cap set for corner in the north line of said Gramsn Fuels, Inc. tract and the south line of that tract of land described in deed to the State of Texas recorded in Instrument No. 200800397093 of said Official Public Records;

THENCE, North 88 degrees, 58 minutes, 25 seconds East, along said north line of Gramsn Fuels, Inc. tract and the south line of said State of Texas tract, a distance of 20.00 feet to a point for the northeast corner of said Gramsn Fuels, Inc. tract, the southeast corner of said State of Texas tract and being in the west line of that tract of land described as Tract I in deed to Murph Properties, LTD. recorded in Volume 99215, Page 6316 of Deed Records of Dallas County, Texas;

THENCE, South 00 degrees, 10 minutes, 29 seconds East, along the east line of said Gramsn Fuels, Inc. tract and said west line of the Murph Properties, Ltd. tract, a distance of 151.55 feet to a point for the southeast corner of said Gramsn Fuels, Inc. tract, the southwest corner of said Murph Properties, LTD. tract and being in said north line of Union Bower Road;

THENCE, North 89 degrees, 48 minutes, 29 seconds West, along the said south line of Gramsn Fuels, Inc. tract and said north line of Union Bower Road, a distance of 20.00 feet to the POINT OF BEGINNING;

CONTAINING: 3,027 square feet or 0.069 acres of land, more or less.

(A survey plat of even survey date herewith accompanies this description.)

The undersigned, Registered Professional Land Surveyor, hereby certifies that the foregoing description accurately sets out the metes and bounds of the easement tract described.

Michael Larry Lewis, Jr.
Registered Professional Land Surveyor No. 5773
Pacheco Kach Consulting Engineers, Inc.
6100 Western Place, #1001, Fort Worth TX 76107
(817) 412-7155
TX Reg. Surveying Firm LS-10008001
3567-14.197EX115-1 doc; 3567-14.197EX115-1.dwg DRI

PAGE 1 OF 2
EXHIBIT 'A'  

STATE OF TEXAS  
(INST. NO. 20080397093)  

GRAMSN FUELS, INC.  
(INST. NO. 2006002000335)  

1901 E UNION BOWER RD  
JESSE MOON SURVEY, ABSTRACT NO. 879  

3,027 SQUARE FOOT TRACT  
(0.069 ACRES)  

NOTES:  
1. A metes and bounds description of even survey date herewith accompanies this plat of survey.  
2. Bearing system for this survey is based on a bearing of North 89 degrees, 48 minutes, 29 seconds West for the south line of Graman Fuels, Inc. tract, recorded in Instrument No. 2006002000335 of the Official Public Records of Dallas County, Texas.  

The undersigned, Registered Professional Land Surveyor, hereby certifies that this plat of survey accurately sets out the metes and bounds of the easement tract described.  

Michael Larry Lewis, Jr.  
Registered Professional  
Land Surveyor No. 5773  

Date  

Michael Koch  
Professional Surveyor  

Packet Pg. 176
AGENDA ITEM SUMMARY

Meeting: 9/19/2019
Recommending Department: Economic Development

Resolution -- Approving an Economic Development Incentive Agreement Between the City of Irving and Lennar Trading Company in an Amount Dependent Upon Annual Qualification

Administrative Comments
1. This item is recommended by the Office of Economic Development.

2. **Impact**: Approval of this agreement will provide a business incentive to Lennar Trading Company to establish a centralized purchasing office in the City of Irving that will generate an estimated $160,000,000 in taxable sales annually.

3. **This item was discussed in Executive Session at City Council meetings on June 19 and July 31, 2019.**

4. The City and the Greater Irving-Las Colinas Chamber of Commerce are working with Lennar Trading Company to locate the company’s centralized purchasing office in Irving.

5. Minimum qualification levels for this incentive are for the company to achieve at least $5,000,000 in annual taxable sales sourced to the City of Irving and retain 50 current Irving employees at an average salary of at least $64,000 by December 31, 2019 (Year 1) and achieve at least $20,000,000 in annual taxable sales sourced to the City of Irving and retain 50 current Irving employees at an average annual salary of at least $58,000 by December 31, 2020 (Years 2-10). Lennar Trading will be allowed to use qualified employees of the company, and/or company affiliates to meet the minimum employee requirement. Minimum threshold eligibility requirements and certification must be achieved on an annual basis throughout the agreement term.

6. The initial term of the agreement is for ten (10) years with one (1) ten-year renewal option upon City Council approval. Should the company fail to achieve minimum qualifications for two (2) consecutive years after initially meeting the minimum qualifications, the company would be subject to recapture of the previous economic development incentive received from the City in the last year that the grant was paid.

7. The City offers a Sales Tax Rebate, paid in annual installments following achievement of minimum threshold eligibility requirements and annual certification, for reimbursement of the one percent (1%) net new City of Irving sales taxes collected by the company and paid to the City of Irving, which shall be in accordance with the following tables for the respective tax year.

<table>
<thead>
<tr>
<th>Rebate Eligibility Year 1 (2019)</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Taxable Sales</strong></td>
<td><strong>Employees</strong></td>
<td><strong>Rebate Percentage</strong></td>
</tr>
<tr>
<td>$12,500,000 or more</td>
<td>50</td>
<td>75%</td>
</tr>
<tr>
<td>$6,250,000 - $12,499,999</td>
<td>50</td>
<td>50%</td>
</tr>
<tr>
<td>Taxable Sales</td>
<td>Employees</td>
<td>Rebate Percentage</td>
</tr>
<tr>
<td>-------------------------------</td>
<td>-----------</td>
<td>------------------</td>
</tr>
<tr>
<td>Less than $20,000,000</td>
<td>50</td>
<td>0%</td>
</tr>
<tr>
<td>$20,000,000 - $24,999,999</td>
<td>50</td>
<td>25%</td>
</tr>
<tr>
<td>$25,000,000 - $49,999,999</td>
<td>50</td>
<td>50%</td>
</tr>
<tr>
<td>$50,000,000 or more</td>
<td>50</td>
<td>75%</td>
</tr>
<tr>
<td>$5,000,000 - $6,249,999</td>
<td>50</td>
<td>25%</td>
</tr>
<tr>
<td>Less than $5,000,000</td>
<td>50</td>
<td>0%</td>
</tr>
</tbody>
</table>

**Recommendation**

The resolution be approved.

**ADDITIONAL COMMENTS:**

- **Contract Required:** Yes
- **Review Completed By:** Christina N. Weber
- **Previous Action:** N/A
- **Council Action:** N/A
- **Discretionary Contract Disclosure Form Required:** Yes
- **Certificate of Interested Parties Form Required:** Yes
- **TGC 2270 Verification Form Required:** No

**ATTACHMENTS:**

- Draft_Lennar Trading Company_EDIA (PDF)
- Lennar Trading Company - Discretionary Contact Form_Doug Duffie LLC (PDF)
- Lennar Trading Company - Discretionary Contact Form_Melanie Raub (PDF)

**CURRENT YEAR FINANCIAL IMPACT:**

N/A

**REVISION INFORMATION:**

Prepared: 8/15/2019 10:57 AM by Cynthia Castro
Last Updated: 9/11/2019 01:03 PM by Bryan Haywood
WHEREAS, pursuant to Chapter 380 of the Texas Local Government Code, the City Council has adopted a program for granting public funds to promote local economic development, and stimulate business and commercial activity in the City of Irving; and

WHEREAS, the City Council finds the economic development incentive offered in the attached agreement will secure the public purposes of development and diversification of the economy of the state, elimination of unemployment or underemployment in the state, and development or expansion of commerce in the state and the grant provided for in this agreement is made in furtherance of and to secure those public purposes of promoting economic development, stimulating private sector investment, increasing the City’s tax base, and securing the creation of jobs in the City;

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

SECTION I. THAT the City Council hereby approves the attached Economic Development Incentive Agreement between the City of Irving and Lennar Trading Company, and the Mayor is authorized to execute said agreement.

SECTION II. THAT the payment of any grant in future budget years, as provided in this Agreement, shall be subject to annual appropriation by the City Council in the annual budget and 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.

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 September 19, 2019.

____________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

____________________________
Shanae Jennings
City Secretary

APPROVED AS TO FORM:

____________________________
Kuruvilla Oommen
City Attorney
ECONOMIC INCENTIVE AGREEMENT

STATE OF TEXAS §
COUNTY OF DALLAS §
CITY OF IRVING §

This Economic Incentive Agreement ("Agreement"), is entered into on the ___ day of September, 2019 (the "Effective Date"), by and between the City of Irving, Texas ("City"), a home rule city located in Dallas County, Texas, and Lennar Trading Company, L.P., a Texas Limited Partnership ("Company"), acting by and through its authorized officers, for the purposes and considerations stated below:

WHEREAS, on May 3, 2018, the City adopted a Comprehensive Policy Statement on Local Economic Development and Business Stimulation Incentives ("Policy Statement"), by the passage of Resolution No. 2018-136, to be used as a guideline for granting incentives; and

WHEREAS, the Policy Statement constitutes appropriate guidelines and criteria governing economic incentive agreements as contemplated by Chapter 380 of the TEXAS LOCAL GOVERNMENT CODE, the $1,500.00 Applicant Fee and contribution to the Chamber of Commerce required by the Policy Statement are hereby waived; and

WHEREAS, the City desires to enter into this Agreement with Company for economic incentives pursuant to Chapter 380 of the TEXAS LOCAL GOVERNMENT CODE, as amended; and

WHEREAS, the contemplated use of the Property, and the other terms hereof are consistent with encouraging development and diversification of the economy of the state, and are in compliance with the Policy Statement and similar guidelines and criteria adopted by the City and all applicable law; and

WHEREAS, in order to maintain and enhance the commercial and industrial economic and employment base of the City of Irving, the City Council finds that it is in the best interest of the taxpayers for the City to enter into this Agreement;

NOW, THEREFORE, the City and Company for and in consideration of the mutual covenants and promises contained herein, do hereby contract, covenant and agree as follows:

I. DEFINITIONS

Wherever used in this Agreement, the following capitalized terms shall have the meanings ascribed to them:

A. "Affiliate" means any other entity directly or indirectly controlling, directly or indirectly controlled by or under direct or indirect common control with such entity. As used in this
definition, the term "control", "controlling" or "controlled by" shall mean the possession, directly or indirectly, of the power either to (a) vote fifty percent (50%) or more of the securities or interests having ordinary voting power for the election of directors (or other comparable controlling body) of such entity or (b) direct or cause the direction of management or policies of such entity, whether through the ownership of voting securities or interests, by contract or otherwise, excluding in each case, any lender of such entity or any Affiliate of such lender. For clarity sake Lennar Homes of Texas Land and Construction, Ltd., Lennar Homes of Texas Sales and Marketing, Lennar Homes LLC, Eagle Home Mortgage LLC, and Cal Atlantic Title Inc. are Affiliates of Company under this definition.

B. “Comptroller” means the Office of the Texas Comptroller of Public Accounts or any successor governmental agency that administers functions relevant to this Agreement.

C. “Direct Payment Permit” also referred to herein as a “Texas Direct Payment Permit” means that permit issued by the State of Texas authorizing Company to self-assess and pay applicable state and local use taxes directly to the State of Texas related to selected portions of Company’s taxable sales. Section 3.288 of Title 34 of the Texas ADMINISTRATIVE CODE defines the requirements and responsibilities of Texas Direct Payment Permit holders along with any amendments, permutations, or recodifications of such section whether renaming such permits or otherwise modifying such provisions.

D. “Full-Time Job” means a position held by a single individual who typically works 40 hours a week located at the Property with an average annual Salary of at least $58,000.00. Company and its Affiliates currently have fifty (50), Full-Time Jobs at the Property.

E. “Interest Rate” means the yield to maturity, 360 day equivalent, City earned on its investments as of the end of the most recent quarter, as reported on the City’s Quarterly Investment Report, plus 200 basis points.

F. “Minimum Threshold Eligibility Requirements for Year 1” shall have the meaning ascribed in Section II.A.i.

G. “Minimum Threshold Eligibility Requirements for Years 2-10” shall have the meaning ascribed in Section II.A.ii.

H. “Property” means real property and improvements where the Company is doing business within the City of Irving jurisdictional limits with at least fifty (50) Full-Time Jobs at the location, currently Company is located at 1707 Market Place Blvd., Suite 250, Irving, Texas, 75063.

I. “Renewal Option” shall have the meaning ascribed in Section IV. of this Agreement.

J. “Salary” means remuneration for services, paid in cash, including a fixed payment received at regular intervals, overtime and cash bonus. The term does not include employer provided benefits and non-cash bonuses.
K. "Sales Tax" means the one percent municipal sales tax, received by City from the Comptroller, that is presently in effect pursuant to the Texas Tax Code, Sections 321.101(a) and 321.103, resulting from (i) sales tax remitted by Company to the Comptroller specific to Company’s taxable sales; (ii) sales/use tax remitted directly by Company under its sales tax permit, or which Company is able to document results in sales/use tax revenue to the City; and (iii) sales/use taxes assessed from an audit by the Comptroller specific to Company’s corporate operation taxable sales.

L. "Taxable Items" shall have the same meaning assigned by Sections 151.009, 151.010 and 151.0101 of the Texas Tax Code, as amended.

II. ECONOMIC DEVELOPMENT GRANT

A. COMPANY OBLIGATIONS. In consideration of the City entering into this Agreement providing for this Grant, Company agrees that it or its permitted assigns, during the term of this Agreement, will comply with the following requirements:

i. COMPANY OBLIGATIONS TO COMPLETE NO LATER THAN DECEMBER 31, 2019 AND TO MAINTAIN UNTIL DECEMBER 31, 2019:

1. Company or Affiliate shall retain at least fifty (50) Full-Time Jobs;

2. Generate a minimum $5,000,000.00 in taxable sales for Taxable Items sourced to the City of Irving, as reported by the Comptroller from September 19, 2019 until December 31, 2019;

ii. COMPANY OBLIGATIONS TO COMPLETE NO LATER THAN DECEMBER 31, 2020 AND MUST BE ACHIEVED ON AN ANNUAL BASIS UNTIL DECEMBER 31, 2028 AND THEREAFTER UNTIL DECEMBER 31, 2038 IF THE RENEWAL OPTION IS EXERCISED:

1. Company or Affiliate shall retain at least fifty (50) Full-Time Jobs;

2. Generate a minimum $20,000,000.00 in taxable sales for Taxable Items sourced to the City of Irving as reported by the Comptroller annually;

iii. COMPANY OBLIGATIONS TO MAINTAIN DURING THE ENTIRE TERM OF THIS AGREEMENT.

1. Comply with Section II.A. of this Agreement;

2. Beginning in 2020, no later than January 31st, and each subsequent year, submit to City:
a. a certification (the “Compliance Certificate”) that as of January 1st of that year all conditions of the Agreement have been met including the requirements set forth in Section II.A. of this Agreement including specific documentation of the minimum threshold eligibility requirements for the applicable year, and a waiver of sales tax confidentiality attached as Exhibit “A”; and

b. a listing of Company employees and proof of employment with Company for the number of Full-Time Jobs, with a cumulative average annual Salary of at least $58,000.00, as shown on its year end payroll report for the year previously ended on December 31st. This listing shall be provided in a searchable Excel spreadsheet format. Personal identification information may be redacted, provided adequate information is provided to verify the number of Full-Time Jobs and Salary of all personnel holding the Full-time Job at the Property.

3. Use the Property in accordance with all applicable state and local laws and regulations; diligently and faithfully maintain the Property in a manner consistent with other office space of a class similar to the Property, reasonable wear and tear excepted.

4. Use commercially reasonable efforts to purchase services and materials for the Property from vendors within the City of Irving, if available in Irving at a competitive price. Use commercially reasonable efforts to book hotel rooms under the Company’s control within the jurisdictional boundaries of the City of Irving.

5. Shall not fail to render a schedule for taxation to DCAD for any business personal property located within the City of Irving that Company or Affiliate owns.

6. Shall remain current on all taxes for the Term of this Agreement for any property owned by the Company or Affiliate within the City of Irving.

7. Use commercially reasonable efforts to use the words “Irving, Texas” or “Irving, TX” when printing an address on literature, all stationery, business cards, or other printed or electronic materials which identify the Property.

8. Certify that Company does not and will not knowingly employ an undocumented worker as that term is defined by Section 2264.001(4) of the TEXAS GOVERNMENT CODE. In accordance with Section 2264.052 of the TEXAS GOVERNMENT CODE, if Company is convicted of a violation under 8 U.S.C. Section 1324a(f), Company shall repay to the City the full amount of the Grant made under this Agreement, and interest thereon be charged at the Interest Rate from the date the Grant was made. Repayment shall be paid within one hundred twenty (120) days after the date Company receives notice of violation from the City.

B. City Grant. In exchange for COMPANY’s compliance with the terms and provisions of this Agreement set forth in Section II, on an annual basis, beginning once the conditions in Section II.A. are met CITY shall provide COMPANY an annual Economic Development
Grant (the "Grant") for qualifying under Sections II.A.i and/or II.A.ii from lawfully available funds as follows:

1. **Scope and Rate of Grant for Section II.A.i.** If the Minimum Threshold Eligibility Requirements for Year 1 are met along with all other obligations in the Agreement a grant in the amount calculated by multiplying the sales tax revenue generated at the Property and paid to the City of Irving from September 1, 2019 until December 31, 2019, by the following:

<table>
<thead>
<tr>
<th>Rebate Eligibility Year</th>
<th>Year 1 (2019)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Taxable Sales</td>
<td>Employees</td>
</tr>
<tr>
<td>$12,500,000 or more</td>
<td>50</td>
</tr>
<tr>
<td>$6,250,000 or $12,499,999</td>
<td>50</td>
</tr>
<tr>
<td>$5,000,000 - $6,249,999</td>
<td>50</td>
</tr>
<tr>
<td>Less than $5,000,000</td>
<td>50</td>
</tr>
</tbody>
</table>

2. **Scope and Rate of Grant for Section II.A.ii, and for the Renewal Option if Exercised Pursuant to Section IV.** If the Minimum Threshold Eligibility Requirements for Years 2-10 and the applicable Renewal Period are met along with all other obligations in the Agreement a grant in the amount calculated by multiplying the sales tax revenue generated at the Property and paid to the City of Irving, by the following:

<table>
<thead>
<tr>
<th>Rebate Eligibility Year</th>
<th>Years 2 – 10 (2020 – 2028) and Renewal Period (2029-2038)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Taxable Sales</td>
<td>Employees</td>
</tr>
<tr>
<td>$50,000,000 or more</td>
<td>50</td>
</tr>
<tr>
<td>$25,000,000 - $49,999,999</td>
<td>50</td>
</tr>
<tr>
<td>$20,000,000 - $24,999,999</td>
<td>50</td>
</tr>
<tr>
<td>Less than $20,000,000</td>
<td>50</td>
</tr>
</tbody>
</table>

3. **Conditions Precedent to Grant.** The following shall be conditions precedent to receiving the Grant:

   a. Comply with Section II.A. of this Agreement.
b. Compliance Certificate — In the event Company fails to provide the Compliance Certificate by January 31st of any year (beginning 2020), there shall be no Grant payment to the Company that year.

c. Documentation of Sales Tax Revenue: Company will provide to the City no later than January 31st of each year of this Agreement (beginning 2020) a waiver of sales tax confidentiality, Exhibit “A,” required to allow the City to obtain from the State of Texas all of the reported sales tax information attributable to the Company for the benefit of the City for the prior tax year related to the Company’s business being located on the Property. In the event Company fails to provide a valid waiver of sales tax confidentiality by January 31st of each year, then the City shall not have the obligation to pay Grant-B to the Company for the prior year. Company agrees to provide City no later than January 31st each year of this agreement (beginning January 31, 2020) a signed certification that provides the amount of sales tax the City received during the prior year for taxable corporate operation sales in Irving for the preceding calendar year (for example, the signed certificate to be delivered no later than January 31, 2020, shall state the amount of sales tax the City received for tax year 2019, net of any Comptroller administrative fees). The certification will be signed by the Regional Controller with oversight of tax preparation and remittance to the Comptroller, and accompanied by appropriate documentation adequate for the City’s Chief Financial Officer to verify compliance with this Agreement. If grant is due, the City shall calculate the grant amount and make the payment to Company, via check or other acceptable means, no later than March 31st of the applicable year, after all the applicable Minimum Threshold Eligibility Requirements for Year 1 and Minimum Threshold Eligibility Requirements for Years 2-10 or the Renewal Option are met. In the event of error by the Office of the Comptroller in computing Sales Tax Revenue, a reconciliation payment shall be made by the appropriate party to the other, as applicable, within forty five (45) days of receipt of notice of such error from the Comptroller. Should Company fail to timely submit the annual certification described in the preceding paragraph, there shall be no grant that year.

4. Payment of Grant to Company — Each year in which a Grant may be due and payable to Company, the City shall calculate the Grant amount and make the Grant payment, via check or other acceptable means, no later than March 31st of the applicable year, provided all taxes related to the Property for the preceding tax year have been paid to the City of Irving and the Company is in compliance with all terms and conditions of this Agreement. The first year in which a Grant could be due would be for the 2019 tax year, making the Grant payment due on March 31, 2020.

5. Adjustments to Grant Amounts. If (i) the final result of an assessment, audit, refund claim or other action by a taxpayer or taxing authority results in a change in the amount of tax liability for a prior tax period of any City tax revenue that was used as the basis for the computation of any Grant payment due under this Agreement; and (ii) such change in tax liability results in a payment to or from the City of such taxes, whether by actual payment, credit, offset, or otherwise; then (iii) for the Grant component computed with reference to that type of tax, the City will adjust the Grant payment.
otherwise due up or down, as the case may be, to account for such prior period’s tax liability adjustment and payment. If the adjustment required by this Section cannot be fully accomplished by adjusting the Grant payment for the year in which the City makes or receives such payment, the Grant due for subsequent year(s) shall be adjusted as necessary.

III.
INDEMNIFICATION
AND PROVISIONS APPLICABLE TO ALL INCENTIVES

A. **Indemnification of Third-Party Claims.** COMPANY, ITS PARENT COMPANIES, AFFILIATES, SUCCESSORS AND ASSIGNS (THE “INDEMNIFYING PARTIES”), 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 ECONOMIC DEVELOPMENT NEGOTIATIONS, DISCUSSIONS, PROPOSALS OR THIS AGREEMENT BETWEEN THE CITY AND COMPANY (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 COMPANY OR THE CITY. THE INDEMNITIES IN THIS AGREEMENT 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, CROSS 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 INDEMNIFIED PARTIES.

B. **Settlement of Indemnified Claims.** AS PART OF THEIR DUTY TO DEFEND, THE INDEMNIFYING PARTIES SHALL HAVE THE SOLE RIGHT, IN THEIR SOLE DISCRETION, TO COMPROMISE AND SETTLE, ON BEHALF OF THE CITY INDEMNIFIED PARTIES, ANY OF THE INDEMNIFIED CLAIMS TO WHICH THE INDEMNIFICATION IN SECTION 2.1 ABOVE APPLIES, SO LONG AS IN CONNECTION WITH ANY SUCH COMPROMISE AND/OR SETTLEMENT ENTERED INTO BY THE INDEMNIFYING PARTIES, NO ADMISSION OF LIABILITY ON BEHALF OF THE CITY INDEMNIFIED PARTIES IS MADE AND THE CITY INDEMNIFIED PARTIES ARE UNCONDITIONALLY AND
ABSOLUTELY RELEASED FROM ANY LIABILITY RELATING THERETO. THE INDEMNIFYING PARTIES SHALL HAVE THE AUTHORITY TO SELECT, ENTER IN ANY ENGAGEMENT WITH, DISCONTINUE ANY ENGAGEMENT WITH, AND NEGOTIATE THE FEE PAID TO, ANY AND ALL ATTORNEYS TO BE RETAINED IN THE INDEMNIFIED PARTIES’ DEFENSE OF ANY INDEMNIFIED CLAIM, HOWEVER, THE CITY SHALL HAVE THE RIGHT TO REJECT THE ENGAGEMENT OF ANY ATTORNEY BASED UPON A CONFLICT OF INTEREST OR ANY OTHER REASONABLE OBJECTION OF THE CITY.

C. Immunity Retained. Nothing contained in this Section 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. The City and Company hereby acknowledge and agree that City is entering this Agreement pursuant to its governmental function and that nothing contained in this Agreement 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.

D. Limited Waiver of Immunity. Notwithstanding anything to the contrary herein, the City and Company hereby acknowledge and agree that to the extent this Agreement is subject to the provisions of Subchapter I of Chapter 271 of the Texas Local Government Code, as amended, the City’s immunity from suit is waived only as set forth in Subchapter I of Chapter 271 of the 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 of the Texas Local Government Code, as amended, the City and Company 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 this Agreement;

(b) the recovery of damages against City may not include consequential damages or exemplary damages;

(c) Company may not recover attorney’s fees; and

(d) Company is not entitled to specific performance or injunctive relief against the City.

E. No Third-Party Beneficiaries. The provisions of this Section 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.

F. Annual Appropriation. Company acknowledges that the sales taxes described above in Section 11.3 are being used only as a method to calculate the City’s payment, if any, of the Grant from lawfully available funds, and shall be subject to annual appropriation by the City Council in the annual budget.
G. The Property is not in an improvement project financed by tax increment bonds.

H. The Property is not owned or leased by any member of the Irving City Council or any member of the Planning and Zoning Commission of the City.

I. During the term of this Agreement, Company (or its Affiliates, successors and assigns) shall be subject to all applicable City taxation including but not limited to, sales tax and ad valorem taxation on land, inventory and supplies.

J. There shall be no payment of the Grant if the Company or Affiliate is delinquent in any payment of taxes or other obligation to the City.

K. Any party’s participation in the protest/appeal process of property values through the DCAD does not constitute failure to comply with the terms of this Agreement.

IV.
TERM

This Agreement is effective as of the Effective Date, for an initial term concluding no later than June 30, 2029. This Agreement has one (1) ten (10) year option to renew the Agreement under the same terms and conditions so long as such renewal is requested by Company in writing at least 180 days prior to June 30, 2029 and approved by the City of Irving City Council through a duly adopted resolution (“Recession Option”).

V.
RECORDS AND AUDITS

Throughout the term of this Agreement, the City or its agents shall have reasonable access to Company’s Property (upon prior reasonable written notice to Company) for the purpose of inspecting same to ensure that the Property are maintained in accordance with the specifications and conditions of this Agreement; provided that Company shall have the right to accompany City employees for any such inspection and keeping in mind the privacy and security interest of Company and Company’s employees. Should City determine to use any third party auditor to perform this task, selection of the auditor by the City shall be subject to Company’s prior written approval, such approval not to be unreasonably withheld or delayed.

VI.
BREACH

In the event that (i) the Company fails to meet the minimum threshold requirements for the applicable year of the contract (for example, in 2019 the minimum threshold requirements described in Section II.A.i.; or in years 2020-2039 the minimum threshold requirements described in Section II.A.ii.); or (ii) any taxes owed to the City by the Company or any Affiliate that is used to meet any obligation under this Agreement become delinquent and the legal procedures for
protest and/or contest of any such ad valorem taxes are not timely and properly followed; or (iii) Company breaches any of the terms or conditions of this Agreement above in two consecutive years, then Company shall be in default of this Agreement.

In the event of default, the City shall receive from Company as liquidated damages a refund of the Grant payments made by the City to Company in an amount equal to the last year that a Grant payment was paid to the Company, and interest thereon be charged at the Interest Rate from the date of such default, and will become a debt from Company to the City. Such amount shall be due, owing, and paid by Company within sixty (60) days of notice from the City as the sole remedy of the City in such event, subject to any and all lawful offsets, settlements, deductions, or credits to which Company may be entitled. The parties acknowledge that actual damages in such event would be speculative and difficult to determine.

VII.

EFFECT OF SALE, ASSIGNMENT OR LEASE OF PROPERTY

This Agreement and the economic incentives are not assignable by Company to any entity without approval of the Irving City Council. A name change of the Company shall not be considered an assignment, and shall be effective upon notification to the City of the new name and that entity’s consent to be bound by this Agreement. There shall be no partial assignments under this Agreement.

VIII.

MISCELLANEOUS

A. Notice. All notices or other communications required or desired to be given with respect to this Agreement shall be in writing and shall be delivered by hand or by courier service, sent by registered or certified mail, return receipt requested, bearing adequate postage, or sent by nationally recognized overnight delivery service (such as Federal Express or UPS), and properly addressed as provided below.

Lennar Trading Company, L.P.
Melanie Raub
Regional Controller
Lennar Trading Company, L.P.
1707 Market Place Blvd., Suite 250, Irving, TX 75063

With a copy to:
Herman Radow
Regional Counsel
Lennar Homes of Texas Land and Construction, Ltd.
1707 Market Place Blvd., Suite 250, Irving, TX 75063

CITY OF IRVING, TEXAS
325 W. Irving Boulevard

Final- Lennar Trading Company, L.P.  Page 10
 Irving, Texas 75060  
Attention: City Secretary  

With a copy to:  

CITY OF IRVING, TEXAS  
825 W. Irving Boulevard  
Irving, Texas 75060  
Attention: City Manager  

CITY OF IRVING, TEXAS  
825 W. Irving Boulevard  
Irving, Texas 75060  
Attention: City Attorney  

B. **No Joint Venture.** It is acknowledged and agreed by the Parties that the terms hereof are not intended to, and shall not be deemed to, create any partnership or joint venture among the Parties. The past, present and future officers, elected officials, employees and agents of the City do not assume any responsibilities or liabilities to any third party in connection with the development, design, construction or operation of any of the improvements contemplated by this Agreement. In addition, Company acknowledges and agrees that there shall be no recourse against any of the aforesaid parties, none of whom will incur any liability in respect to any claims based upon or relating to the Agreement.  

C. **Waiver.** The failure of any Party to insist upon strict performance of any of the terms or provisions of this Agreement or to exercise any option, right or remedy contained in this Agreement, shall not be construed as a waiver or as a relinquishment for the future of such term, provision, option, right or remedy. No waiver by any Party of any term or provision of this Agreement shall be deemed to have been made unless expressed in writing and signed by such Party.  

D. **Severability.** In the event any section, subsection, paragraph, sentence, phrase or word is held invalid, illegal, or unconstitutional, the balance of this Agreement shall stand, shall be enforceable and shall be read as if the parties intended at all times to delete said invalid section, subsection, paragraph, sentence, phrase or word.  

E. **Governing Law.** The validity of this Agreement and any of its terms and provisions, as well as the rights and duties of the Parties, shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be in the State District Court of Dallas County, Texas. This Agreement is performable in Dallas County, Texas.  

F. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to the Property and supersedes all prior understandings and writings, which shall be of no further force or effect upon execution of this Agreement, and this Agreement may be amended or modified only by a writing signed by the City and Company.
G. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be considered an original, and all of which together shall comprise but a single document.

*Signatures follow*
EXECUTED as of the day and year first above written.

CITY OF IRVING, TEXAS

By: ____________________________
    Richard H. Stopfer, Mayor

Attest:

______________________________
Shanae Jennings
City Secretary

Approved as to form:

______________________________
Kuruvilla Oommen
City Attorney

LENNAR TRADING COMPANY, L.P.

By: ____________________________
    __________________________
    Melanie Raub
    Regional Controller
CORPORATE ACKNOWLEDGEMENT

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 Melanie Raub, Regional Controller of Lennar Trading Company, L.P., known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me he/she executed the same as a duly authorized officer of such corporation, and as the act and deed 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 11th day of September, A.D., 2019.

[Signature]
Notary Public

[Typed/Printed Name of Notary]
My Commission Expires:
8/8/2022

[Seal]
Notary Public State of Florida
Enricka A Pagán Cruz
My Commission GG 248726
Expires 08/08/2022
CORPORATE CERTIFICATION

I, the undersigned officer of Lennar Trading Company, LP (the “Company”), make this certification in connection with the Economic Development Incentive Agreement (the “Agreement”) with the City of Irving, Texas (the “City”).

I hereby certify as follows as of the date hereof:

1. I am the duly chosen, qualified and acting officer of the Company for the office shown below my signature; as such, I am familiar with the facts herein certified and I am duly authorized to execute and deliver this certificate on behalf of the Company.

2. The Company, and any branch, division, or department of Company, does not and will not knowingly employ an undocumented worker as that term is defined by Section 2254.001(24) of the Texas Government Code, as amended. If, after receiving a Grant under this Agreement, the Company, or a branch, division, or department of the Company, is convicted of a violation under 8 U.S.C. Section 1324a(f), the Company shall repay the amount of the Grant with interest, at the rate and according to the terms provided in the Agreement, not later than the 120th day after the date the City notifies the Company of the violation.

3. To the extent Section 2273.002 of the Texas Government Code is applicable to the Agreement, solely for purposes of compliance with Chapter 2270 of the Texas Government Code, and subject to applicable Federal law, the Company and any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of the Company does not, as of the date of this certification, boycott Israel and will not boycott Israel through the terms of the Agreement. For purposes of this certification, the term “boycott Israel” has the meaning assigned to the term in Section 808.001 of the Texas Government Code, as amended.

4. To the extent the Agreement represents a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2252 of the Texas Government Code, and subject to applicable Federal law, neither the Company nor any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of the Company, as of the date of this certification, is a company engaged in business with Iran, Sudan, or a foreign terrorist organization or on a list prepared and maintained by the Comptroller of Public Accounts of the State of Texas under Sections 805.051, 807.051, or 2252.153 of the Texas Government Code, as amended. For purposes of this certification, the term “foreign terrorist organization” has the meaning assigned to such term in Section 2252.151 of the Texas Government Code, as amended.

[Execution page follows]
EXECUTED as of this 11th day of September, 2019.

By:  

Name: Melanie Raub  
Title: Regional Controller  

VERIFICATION

THE STATE OF Florida  
COUNTY OF Manatee  

BEFORE ME, the undersigned notary public on this day personally appeared Regional Controller, on behalf of Melanie Raub (Company), who, being duly sworn, stated under oath that he/she has read the foregoing verification and the statements contained therein are true and correct.

SUBSCRIBED AND SWORN TO before me on this 11th day of September, A.D., 2019

Notary Public

__  
(Ericka Pagan)  
(Typed/Printed Name of Notary)

My Commission Expires:

8/8/2022  

Notary Public State of Florida  
Ericka A Pégan Cruz  
My Commission OS 248726  
Expires 08/08/2022  
Final Lennar Trading Company, L.P.
EXHIBIT "A"

Waiver of Sales Tax Confidentiality

Date: ______________________
Expires: _September 30, 2029_

I authorize the Comptroller of Public Accounts to release sales tax information pertaining to the taxpayer indicated below to the City of Irving, Texas. I understand that this waiver applies only to our place of business located in Irving, Texas.

LENNAR TRADING COMPANY, LP
Name of Taxpayer as Shown on Texas Sales Tax Permit

IRVING SALES OUTLET # 00001
Name Under Which Taxpayer is Doing Business (dba or Outlet Name)
1707 MARKET PL STE 100, IRVING, TX 75063 ATTN: KATHY WILSON

Taxpayer Mailing Address
1707 MARKET PL STE 100, IRVING, TX 75063 ATTN: KATHY WILSON

Physical Location of Business Permitted for Sales Tax in Irving, Texas
17215740899 00001

Texas Taxpayer ID Number  Tax Outlet Number

Authorized Signature

Melanie Raub  Printed Name

Regional Controller  Position Title

(469)-587-5338  Telephone Number

The authorized signature must be an owner, officer, director, partner, or agent authorized to sign a Texas Sales Tax Return. If you have any questions concerning this waiver of confidentiality, please contact the Texas Comptroller of Public Accounts at 800.531.5441.
DISCRETIONARY CONTRACT DISCLOSURE FORM

SECTION I: BASIC GUIDELINES

The Irving Ethics Code requires individuals or entities who seek a contract with the City of Irving which is awarded on a basis other than competitive bidding, and which exceeds $100,000 in payments by the City, to file certain disclosures with the City. This form should be filed with any proposal by the individual or entity, with extra pages attached as needed to complete the responses. In the case of any change in the information, this form should be supplemented within five (5) days of such change or prior to any Council action, whichever is first.

SECTION II: PROJECT

A. Project Description: 380 Agreement with Lennar Trading Company

B. RFP or RFQ, Number and Date of Issuance: N/A

SECTION III: IDENTITY OF PARTIES AND SUBCONTRACTORS TO THE DISCRETIONARY CONTRACT

A. Individual Parties to the Contract

(Includes all natural persons who are parties, partners or subcontractors of the contract)

Name: Doug Duffie
Address: 1816 Grosvenor GRN City: Colleyville Zip: 76034
Email: dougduffie@gmail.com Telephone: (817) 291-3436

Name: 
Address: 
City: 
Zip: 
Email: 
Telephone: 

Name: 
Address: 
City: 
Zip: 
Email: 
Telephone: 

B. Entity Parties to the Discretionary Contract

(Includes all business entities such as corporations, partnerships, and limited liability companies, and also includes any subcontractors, parent and subsidiary corporations to the entity parties).

Entity Name: Doug Duffie, LLC
Officer, Agent or other Contact: Doug Duffie
Address: 1816 Grosvenor GRN City: Colleyville Zip: 76034
Email: dougduffie@gmail.com Telephone: (817) 291-3436
C. Identity of all lobbyists, attorneys or other consultants to be utilized in seeking or executing the proposed discretionary contract with the City of Irving.

Name: Doug Duffie
Officer, Agent or other Contact: Doug Duffie
Address: 1816 Grosvenor GRN
City: Colleyville
Zip: 76034
Email: dougduffie@gmail.com
Telephone: (817) 291-3436
☐ Lobbyist ☐ Attorney ☐ Consultant

Name:
Officer, Agent or other Contact:
Address:
City:
Zip:
Email:
Telephone:
Name:
☐ Lobbyist ☐ Attorney ☐ Consultant

Name:
Officer, Agent or other Contact:
Address:
City:
Zip:
Email:
Telephone:
Name:
☐ Lobbyist ☐ Attorney ☐ Consultant

SECTION IV: INDIVIDUAL, OFFICER, EMPLOYEE OR AGENT SIGNATURE

[Signature]
Date: September 3, 2019
Individual, Officer, Employee or Agent

Printed Name: Doug Duffie
Position: Owner
Entity: Doug Duffie, LLC
DISCRETIONARY CONTRACT DISCLOSURE FORM

SECTION I: BASIC GUIDELINES
The Irving Ethics Code requires individuals or entities who seek a contract with the City of Irving which is awarded on a basis other than competitive bidding, and which exceeds $100,000 in payments by the City, to file certain disclosures with the City. This form should be filed with any proposal by the individual or entity, with extra pages attached as needed to complete the responses. In the case of any change in the information, this form should be supplemented within five (5) days of such change or prior to any Council action, whichever is first.

SECTION II: PROJECT

A. Project Description: 380 Agreement with Lennar Trading Company

B. RFP or RFQ, Number and Date of Issuance: N/A

SECTION III: IDENTITY OF PARTIES AND SUBCONTRACTORS TO THE DISCRETIONARY CONTRACT

A. Individual Parties to the Contract
(Includes all natural persons who are parties, partners or subcontractors of the contract)

<table>
<thead>
<tr>
<th>Name:</th>
<th>Melanie Raub</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>1707 Market Pl. Blvd.</td>
</tr>
<tr>
<td>City:</td>
<td>Irving</td>
</tr>
<tr>
<td>Zip:</td>
<td>75063</td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:melanie.raub@lennar.com">melanie.raub@lennar.com</a></td>
</tr>
<tr>
<td>Telephone:</td>
<td>461-581-5338</td>
</tr>
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<table>
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<td>Email:</td>
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<tr>
<td>Telephone:</td>
</tr>
</tbody>
</table>

B. Entity Parties to the Discretionary Contract
(Includes all business entities such as corporations, partnerships, and limited liability companies, and also includes any subcontractors, parent and subsidiary corporations to the entity parties).

<table>
<thead>
<tr>
<th>Entity Name:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Officer, Agent or other Contact:</td>
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<td>Address:</td>
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<td>City:</td>
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<tr>
<td>Zip:</td>
</tr>
<tr>
<td>Email:</td>
</tr>
<tr>
<td>Telephone:</td>
</tr>
</tbody>
</table>
C. Identity of all lobbyists, attorneys or other consultants to be utilized in seeking or executing the proposed discretionary contract with the City of Irving.

Name: ____________________________________________
Officer, Agent or other Contact: ___________________
Address: _______________________________ City: ____________ Zip: ____________
Email: ___________________________ Telephone: ____________
☐ Lobbyist    ☐ Attorney    ☐ Consultant

Name: ____________________________________________
Officer, Agent or other Contact: ___________________
Address: _______________________________ City: ____________ Zip: ____________
Email: ___________________________ Telephone: ____________
Name: ____________________________________________
☐ Lobbyist    ☐ Attorney    ☐ Consultant

Name: ____________________________________________
Officer, Agent or other Contact: ___________________
Address: _______________________________ City: ____________ Zip: ____________
Email: ___________________________ Telephone: ____________
Name: ____________________________________________
☐ Lobbyist    ☐ Attorney    ☐ Consultant

SECTION IV: INDIVIDUAL, OFFICER, EMPLOYEE OR AGENT SIGNATURE

Signature: ____________________________ Date: 9/12/19
Individual, Officer, Employee or Agent

Printed Name: Melanie Raub
Position: Regional Controller/Authorized Agent
Entity: Lennar Trading Company, LP
Resolution -- Making an Offer to ARK Group of Irving, Inc., for Amendments to the Entertainment Center Lease Agreement and the Entertainment Center Economic Development Incentive Agreement Under Certain Terms Acceptable to the City

Administrative Comments

1. This item supports Strategic Goal No. 3: Economic Development.

2. This item is presented at the direction of City Council.

3. **Impact:** This resolution represents a formal offer by the City Council to ARK Group of Irving, Inc. (“ARK”), on proposed amendments to Entertainment Center Lease Agreement, and the Entertainment Center Economic Development Incentive Agreement on terms acceptable to the City.

4. The Council approved the Entertainment Center Lease Agreement on September 5, 2013. The first amended and restated Lease Agreement was approved on December 12, 2013, and the second amended and restated Lease Agreement was approved on October 22, 2015.

5. The Council approved an Economic Development Incentive Agreement on September 5, 2013. A revised Economic Development Incentive Agreement was approved on December 12, 2013, and the first amended and restated Economic Development Incentive Agreement was approved on October 22, 2015.

6. ARK Group of Irving, Inc., has requested that the City make additional amendments to the Entertainment Center Lease Agreement and the Economic Development Incentive Agreement for the Entertainment Center project to increase the square footage allowed for office use.

7. The terms of this offer, attached to the resolution, represent the consideration that the City Council expects to receive in return for agreeing to ARK’s requested amendments, and to make the agreements mutually beneficial to both parties.

Recommendation

Take appropriate action based upon the direction of City Council.

ADDITIONAL COMMENTS:

<table>
<thead>
<tr>
<th>Contract Required:</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Review Completed By:</td>
<td>Janet Spugnardi</td>
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<tr>
<td>Previous Action:</td>
<td>Council Action:</td>
</tr>
<tr>
<td>Discretionary Contract Disclosure Form Required:</td>
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</tbody>
</table>

ATTACHMENTS:

RES - EXHIBIT A - OFFER TERM SHEET 9-19-2019 (DOCX)
CURRENT YEAR FINANCIAL IMPACT:
None

REVISION INFORMATION:
Prepared:  9/5/2019 03:55 PM by Cynthia Castro
Last Updated:  9/13/2019 09:17 AM by Cynthia Castro
WHEREAS, at an election called and held on November 6, 2007, the voters approved the proposition for the construction of a “convention center and a related multi-functional theater, performance hall, music hall, and community and entertainment venue, and related infrastructure”; and

WHEREAS, on July 25, 2013, the City Council approved Resolution No. RES 2013-228, and the City and ARK Group of Irving, Inc., entered into that certain Entertainment Center Development Agreement dated July 25, 2013, and effective on August 5, 2013 (the “Development Agreement”), to govern the design and construction of the Entertainment Center; and

WHEREAS, on September 5, 2013, the City Council approved Resolution No. RES-2013-292 approving the Entertainment Center Lease Agreement between the City and ARK Group of Irving, Inc.; and

WHEREAS, on December 12, 2013, the City Council approved Resolution No. RES-2013-453 approving the First Amended and Restated Lease Agreement, and on October 22, 2015 the City Council approved Resolution No. RES-2015-413 approving the Second Amended and Restated Lease Agreement (the “Lease”) for the tenancy and operation of the Entertainment Center; and

WHEREAS, on September 5, 2013, the City Council approved Resolution No. RES 2013-294 approving the Economic Development Incentive Agreement, between the City and ARK Group of Irving, Inc.;

WHEREAS, on December 12, 2013, the City Council approved Resolution No. RES-2013-452 approving the revised Economic Development Incentive Agreement, and on October 22, 2015 the City Council approved Resolution No. RES-2015-415 approving the First Amended and Restated Economic Development Incentive Agreement for monetary grants upon achieving certain performance standards under the Lease; and

WHEREAS, the Lease provides at section 13(f) (2) “The City may modify this Lease from time to time for the purpose of incorporating herein such additional mortgagee protective provisions as may be reasonably requested by any Company Mortgagee if such modifications are reasonably acceptable to the City, impose no additional material obligations on the City or restrict any of the City’s rights hereunder (including restricting remedies following an Event of Default), and are not inconsistent with any of the monetary terms of this Lease or standards of performance set forth herein”; and

WHEREAS, on August 22, 2019, ARK Group of Irving, Inc. presented a list of proposed modifications of the Entertainment Center Lease Agreement and Economic Development Agreement that did impose additional material obligations on the City; and

WHEREAS, the City Council at its regular work session meeting of September 4, 2019 deliberated the requested amendments to the Lease Agreement and Economic Development Agreement; and

WHEREAS, the City Council desires to continue negotiations with ARK Group of Irving, Inc., and make a formal offer that includes appropriate consideration to the City in return for the requested amendments, to make the entire transaction mutually beneficial to both parties.
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS:

SECTION I. THAT the findings and determinations set forth in the preambles hereto are hereby incorporated by reference for all purposes.

SECTION II. THAT the City Council makes an offer to ARK Group of Irving, Inc., to amend the Entertainment Center Lease Agreement and the Economic Development Incentive Agreement, under terms stated in the attached Exhibit A, the “Offer Term Sheet,” subject to execution of conforming documents mutually acceptable to the parties.

SECTION III. This offer, as set forth in Exhibit A, shall expire and be considered withdrawn if it is not accepted in writing by ARK Group of Irving, Inc. by September 27, 2019 at 5:00 p.m. CDT or if conforming documents have not been executed by ARK Group of Irving, Inc. by December 12, 2019 at 5:00 pm CST, or by the City by December 12, 2019 at 11:59 p.m. CST. In the event ARK Group of Irving, Inc. has not formally accepted this offer by September 27, 2019 at 5:00 p.m. CDT, or has not executed conforming documents by December 12, 2019 at 5:00 p.m. CST, or if the City has not executed conforming documents by December 12, 2019 at 11:59 p.m. CST, this offer shall be null and void, and the existing transaction documents between the parties shall remain in full force and effect.

SECTION IV. THAT upon timely written acceptance of this offer by ARK Group of Irving, Inc., staff is directed by the City Council to begin drafting the conforming documents that incorporate the terms attached in Exhibit A.

SECTION V. 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 September 19, 2019.

___________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

_______________________________
Shanae Jennings
City Secretary

APPROVED AS TO FORM:

_______________________________
Kuruvilla Oommen
City Attorney
EXHIBIT A
OFFER TERM SHEET

In consideration of the amendments to the Entertainment Center Lease Agreement and the Economic Development Incentive Agreement (“Agreements”) presented to City of Irving on August 22, 2019, the City Council proposes the following amendments to the Agreements:

1) Additional Office Use on the 2nd Floor of B-1 – Lease Section 4(a)
   Office use will be allowed on the second floor of Building B-1 and 5,000 sq. ft. of the first floor. The Lease will be amended to allow 151,368 sq. ft. of total office use:
   • Office Tower - shell building permit square footage (109,649 sq. ft.)
   • 2nd floor of B-1 - total square footage as submitted (36,719 sq. ft.)
   • 1st floor of B-1 - 5,000 sq. ft. of office use (inclusive of the existing 1,019 sq. ft. office lobby on the first floor)

2) Construction Contribution Reduction – Lease Section 4(a)
   The confirmed Company construction contribution eligible for reimbursement will be reduced by $100 per square foot for any space in B-1 (second floor or up to 5,000 sq. ft. on first floor) used as office upon the issuance of a certificate of occupancy (CO) or temporary certificate of occupancy (TCO). If any space is converted from office to retail/restaurant, the $100 per square foot reduction will not be returned to the construction contribution.

3) Mutual Release of All Claims
   A mutual release of all claims will be included in the Lease amendment in a similar form to the prior approved Lease amendment.

4) City Sales/Beverage Tax Grant – EDIA Section 5(f)
   The EDIA will be amended to reduce the City Sales/Beverage Tax Grant from 75% to 50%.

These terms are in addition to the changes/amendments requested by ARK, as submitted to the City of Irving on August 22, 2019, unless specifically modified by these terms, in which case these terms shall control.
Resolution -- Approving the FY 2019-20 Entertainment Center Maintenance and Operations Annual Work Plan and Budget

Administrative Comments

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

2. **Impact:** The resolution approves the ARK Group of Irving’s submitted Maintenance and Operations Work Plan and Budget. In connection with the City’s FY 2019-20 budget, this item authorizes the City’s Designee to reimburse the ARK Group of Irving for expenditures identified in the Work Plan and budget as revenues become available based on the flow of funds identified in the Lease.

3. The Second Amended and Restated Entertainment Center Lease Agreement (Lease) requires ARK to submit an annual Maintenance and Operations Work Plan and Budget.

4. Brimer Hotel Occupancy Tax (HOT) revenue and Admission Tax revenue are restricted for use on the Entertainment Center project. The Bond Ordinance and Lease provide the order in which Brimer HOT revenue and Admission Tax revenue may be expended.

5. Excess Brimer HOT revenue and Admission Tax revenue are used to reimburse ARK for eligible expenditures. ARK is only eligible for reimbursement based on actual revenues received. ARK must provide invoices and proof of payment for all reimbursements.

6. This item does not amend any provisions in the Lease.

7. Funding in the amount of $1,082,813 is available in the FY 2019-20 Budget within the Entertainment Venue – Excess Brimer HOT Fund. Funding in the amount of $2,300,000 is available in the FY 2019-20 Budget within the Entertainment Venue – Admission Tax Fund.

Recommendation

The resolution be approved.

ADDITIONAL COMMENTS:

**Contract Required:** No  
**Review Completed By:** Christina Weber  
**Previous Action:** RES-2018-354; RES-2017-345  
**Council Action:** Approved FY 2018-19 Annual Work Plan  
**Discretionary Contract Disclosure Form Required:** No  
**Certificate of Interested Parties (Form 1295) Required:** No

ATTACHMENTS:

Exhibit A - FY 2019-20 Entertainment Center Work Plan and Budget (PDF)
CURRENT YEAR FINANCIAL IMPACT:

Approves work plan for expenditures for the FY 2019-20 Excess Brimer HOT budget and Admissions Tax budget in the Entertainment Venue Project funds. Funding in the amount of $1,082,813 is available in the Excess Brimer HOT budget and $2,300,000 is available in the Admissions Tax budget within the Entertainment Venue funds.

REVISION INFORMATION:

Prepared: 8/28/2019 12:52 PM by Brad Kearney
Last Updated: 9/11/2019 04:27 PM by Christina Weber
WHEREAS, on October 22, 2015, the City Council approved Resolution No. RES-2015-413 approving the Second Amended and Restated Lease Agreement ("Lease") between the City and ARK Group of Irving, Inc. ("Company"), for the tenancy and operation of the Entertainment Center; and

WHEREAS, pursuant to the Lease, all Brimer revenues in excess of the amounts needed for the payment of debt service on the Entertainment Center bonds, and the City's administrative costs directly relating to the Entertainment Center as approved in the City's annual budget (the "Excess Brimer Revenues"), shall be held by the City and accrue to the benefit of the Company in a restricted account within the City's Venue Project Fund.; and

WHEREAS, on March 20, 2014 the City Council approved Ordinance 2014-9558 providing that revenue derived from the net admissions tax shall be deposited by the city in the Venue Project Fund, in an account titled “maintenance and operations fund” to be used for maintenance and operating expenses of the Irving Entertainment Center, as determined by the city council in the annual budget; and

WHEREAS, funds from the maintenance and operations fund may not be used for any purpose other than expenditures for the maintenance, repair, replacement and operation of the Irving Entertainment Center (excluding any general overhead and administrative expenditures), and will not include expenditures that add to the value, or substantially prolong the useful life, of the Irving Entertainment Center (i.e., capital expenditures); and

WHEREAS, pursuant to the provisions of the Lease, the Company has submitted its proposed annual maintenance and operations work plan and budget, showing its proposed expenditure of Excess Brimer Revenues for maintenance and operations of the Entertainment Center during the coming fiscal year of the City; and

WHEREAS, the City will, within its annual budget, provide for funding the maintenance and operations expenditures from available Excess Brimer Revenues and net admissions tax revenues and the Company will then proceed with the work plan and the City will fund the costs as provided in the Lease and Ordinance.

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

SECTION I. THAT the City Council hereby approves the FY2019-20 Annual Maintenance and Operations Work Plan and Budget submitted by ARK Group of Irving, Inc., as shown on the attached Exhibit A.

SECTION II. THAT pursuant to the Lease, the payment of Excess Brimer Revenues shall be subject to the flow of funds in the City's Bond Ordinance authorizing the issuance of the Bonds and shall be released to fund the payment of Venue Project Costs, including construction costs not previously paid by the Bonds or TIF Revenues, in the following order: first to fund the Maintenance and Operations Reserve; next to reimburse the Company for Entertainment Center construction costs not already paid by the City
Construction Contribution, and then to reimburse any lawful Venue Project Costs expended following completion of construction.

SECTION III. THAT Excess Brimer Revenues shall not be used to reimburse the Company any expenditure related to any payments to Las Colinas Group, LP, or Billy Bob Barnett and B Concessionaire or any related entity relative to the prior agreements to develop an entertainment center in Irving.

SECTION IV. THAT the City Designee shall disburse funds from the Venue Project Fund account to reimburse the Company the actual costs of Venue Project Costs, provided that a Payment Certificate authorizing such payment is duly completed in the manner described in the Lease.

SECTION V. THAT nothing in this Resolution shall be considered an amendment to the Second Amended and Restated Lease Agreement; and should there be any conflict between this Resolution and the Lease, the provisions of the Second Amended and Restated Lease Agreement shall prevail.

SECTION VI. 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 September 19, 2019.

____________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

____________________________
Shanae Jennings
City Secretary

APPROVED AS TO FORM:

____________________________
Kuruvilla Oommen
City Attorney
ARK Group of Irving, Inc. (“ARK”) shall manage and operate Toyota Music Factory (“Entertainment Center”) in a professional manner. ARK shall engage a full-time staff or management company who shall oversee all sub-tenants and be responsible for overall operations, leasing, maintenance and security of the Entertainment Center. Prior to June of each year, ARK shall submit an annual maintenance and operations budget to the City of Irving (“City”) for approval by the City Council.

ARK will contract with all personnel and services necessary to operate, manage, and maintain the Entertainment Center. ARK will review all invoices related to expenses of the Entertainment Center to verify compliance with budgeted items during the City’s fiscal year. Once verified, ARK will submit appropriate invoices for the maintenance and operations of the Entertainment Center to the City for reimbursement. As long as funds are available from the Excess Brimer Revenues or the Admission Taxes from the Entertainment Center, the City shall reimburse ARK for all invoices submitted that are part of the operating budget within 30 days of available funds.

Excess Brimer Revenues will be used first to fund a "Maintenance and Operations Reserve" in an initial minimum amount of $1,050,000. The minimum amount will be adjusted annually thereafter to equal the sum of $900,000 plus 25 percent of the annual Urban Towers Parking Agreement Basic Rent plus 25 percent of Tenant's annual premiums for the insurance required by Section 11 of the Entertainment Center Lease. The Maintenance and Operations Reserve is a restricted account within the City's Venue Project Fund.

After funding the Maintenance and Operations Reserve, First invoices submitted to the City by ARK will be paid out of the Admission Taxes from the Entertainment Center as long as these funds are available. In the event that invoices exceed the Admission Taxes from the Entertainment Center then the City shall use funds that they have collected from the Excess Brimer Revenues to pay ARK for submitted invoices. In the event that there are not adequate funds from Excess Brimer Revenues or Admission Taxes to pay submitted invoices from one fiscal quarter these invoices shall accrue and be paid from funds received by the City in the subsequent fiscal quarter, first out of the Admission Taxes and the balance from the Excess Brimer Revenues.

**Admissions Tax Applied First:**

Use of Admissions Tax shall be made to pay expenses in the following order:

1. To fund any Maintenance and Operations Reserve deficiency.
2. If Admissions Tax revenue remains, to pay insurance premiums related to the Entertainment Center for policies required under the lease.
3. If Admissions Tax revenue remains, to pay the rent on the Urban Towers parking deck and associated insurance premiums for policies required by the Lease.
4. A.) If Admissions Tax revenue remains, to pay for any deficiencies identified in annual physical inspection described in Section 6(i) of the Lease.

B.) If Admissions Tax revenue remains, to pay for any other items that are included in ARK’s maintenance and operations budget (excluding general overhead and administrative expenses as well as capital expenditures) as long as the total of all submitted invoices does not exceed the total amount of the annual budget that has been approved by the City Council. It is understood that individual budgeted line items may exceed the amounts in the budget as long as the total amount reimbursed does not exceed the total budget.

5. If any Admission tax funds remain at the end of the fiscal year in the Venue Project Fund they shall be accrued for appropriation in future budgets.

Excess Brimer Revenue Applied Second:
All Brimer revenues in excess of the amounts needed for the payment of debt service on the Refunding Bonds and the Bonds, including payment of any amounts due to any funds or accounts under the Bond Ordinance, and the City’s administrative costs directly relating to the Entertainment Center as approved in the City's annual budget (the "Excess Brimer Revenues"), shall be held by the City and accrue to the benefit of the Company in a restricted account within the City's Venue Project Fund. Such amounts shall be used to reimburse the Company for the payment of Venue Project Costs as submitted and approved in the manner provided in Lease Section 6(n). The payment of such Excess Brimer Revenues shall be subject to the flow of funds in the City's Bond Ordinance authorizing the issuance of the Bonds and shall be released to fund the payment of Venue Project Costs, including construction costs not previously paid by the Bonds or TIF Revenues. Payment of Venue Project Costs with the proceeds of the Bonds will be pursuant to the provisions of the Bond Ordinance. Excess Brimer Revenues will fund Venue Project Costs in the following order: first to fund the Maintenance and Operations Reserve; next to reimburse the Company for Entertainment Center construction costs not already paid by the City Construction Contribution, and then to reimburse any lawful Venue Project Costs expended following completion of construction.

Use of Excess Brimer Revenues shall be made to pay expenses in the following order.

1. To fund any Maintenance and Operations Reserve deficiency, if not already funded by Admissions Tax revenue.
2. If Excess Brimer revenue remains, the balance of these funds shall be paid to ARK for Entertainment Center construction costs not already paid by the City Construction Contribution.
3. If Excess Brimer revenue remains, to pay insurance premiums related to the Entertainment Center for policies required under the lease, if not already funded by Admissions Tax revenue.
4. If Excess Brimer revenue remains, to pay the rent on the Urban Towers parking deck and associated insurance premiums for policies required by the Lease, if not already funded by Admissions Tax revenue.
5. If Excess Brimer revenue remains, to pay for any deficiencies identified in annual physical inspection described in Section 6(i) of the Lease, if not already funded by Admissions Tax revenue.

6. If Excess Brimer revenue remains, to pay for any other items that are included in ARK’s maintenance and operations budget (including general overhead and administrative expenses as well as capital expenditures) as long as the total of all submitted invoices do not exceed the total amount of the annual budget that has been approved by the City Council. It is understood that individual budgeted line items may exceed the amounts in the budget as long as the total amount reimbursed does not exceed the total budget, if not already funded by Admissions Tax revenue.

7. If any Excess Brimer revenue remains at the end of the fiscal year they shall be accrued for appropriation in future budgets, if not already funded by Admissions Tax revenue.
## PHYSICAL INSPECTION REPORT

**Toyota Music Factory - Annual Physical Inspection Deficiencies**  
**May 30, 2019**

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<tr>
<th>Item</th>
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<th>Current Status</th>
<th>Estimated Repair Cost</th>
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<td>3</td>
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<td>5</td>
<td>Fire Sprinkler System &amp; Equipment</td>
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<td></td>
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<td>6</td>
<td>Fire Sprinkler System &amp; Equipment</td>
<td>D2 Sprinkler Room Southside of Pavilion</td>
<td>In Progress by Tenant</td>
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<td>7</td>
<td>Fire Sprinkler System &amp; Equipment</td>
<td>D2 Fire Department Connection</td>
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<td>Electrical Panel Board</td>
<td>Mechanical Room Southside D2</td>
<td>In Progress by Tenant</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>Electrical Panel Board</td>
<td>General Commentary All Structures</td>
<td>In Progress</td>
<td>$500</td>
<td></td>
</tr>
<tr>
<td>17</td>
<td>Electrical Transformer</td>
<td>General Commentary All Structures</td>
<td>Complete</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>19</td>
<td>Expansion Joints &amp; Sealants</td>
<td>General Commentary All Structures and</td>
<td>In Progress</td>
<td>$5,000</td>
<td></td>
</tr>
<tr>
<td>25</td>
<td>Retaining Wall</td>
<td>Lawn Area and Retaining Wall Structure D2</td>
<td>In Progress by Tenant</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>26</td>
<td>Roofing System</td>
<td>General Commentary Roof System A1 Structure</td>
<td>Complete</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>29</td>
<td>Roofing System</td>
<td>General Commentary Roof System B2 Structure</td>
<td>In Progress</td>
<td>$5,000</td>
<td></td>
</tr>
<tr>
<td>32</td>
<td>Roofing System</td>
<td>General Commentary Roof System B1 Structure</td>
<td>In Progress</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>33</td>
<td>Roofing System</td>
<td>General Commentary Roof System B1 Structure</td>
<td>In Progress</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>36</td>
<td>Lighting: Outdoor</td>
<td>General Commentary on Lighting Outdoor</td>
<td>In Progress</td>
<td>$3,000</td>
<td></td>
</tr>
<tr>
<td>38</td>
<td>Parking Structure</td>
<td>B1 Parking Structure</td>
<td>In Progress</td>
<td>$2,000</td>
<td></td>
</tr>
<tr>
<td>28</td>
<td>Roofing System</td>
<td>General Commentary Roof System A2 Structure</td>
<td>Complete</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>31</td>
<td>Roofing System</td>
<td>General Commentary Roof System B2 Structure</td>
<td>In Progress</td>
<td>$500</td>
<td></td>
</tr>
<tr>
<td>35</td>
<td>Landscaping</td>
<td>Variety of Areas/General Commentary</td>
<td>In Progress</td>
<td>$25,000</td>
<td></td>
</tr>
<tr>
<td>40</td>
<td>Parking Structure</td>
<td>B1 Parking Structure</td>
<td>In Progress</td>
<td>$500</td>
<td></td>
</tr>
<tr>
<td>42</td>
<td>Pedestrian Pavement</td>
<td>General Commentary</td>
<td>In Progress</td>
<td>$5,000</td>
<td></td>
</tr>
<tr>
<td>46</td>
<td>Elevator</td>
<td>General Commentary</td>
<td>In Progress</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Security System/CCTV</td>
<td>All structural areas/1 Security</td>
<td>In Progress</td>
<td>$2,000</td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Air Handling Unit</td>
<td>General Commentary All Structures</td>
<td>In Progress, buying software</td>
<td>$7,500</td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Air Handling Unit</td>
<td>A1 Structure</td>
<td>In Progress</td>
<td>$1,500</td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>Fan Exhaust</td>
<td>General Commentary All Structures</td>
<td>In Progress</td>
<td>$1,000</td>
<td></td>
</tr>
<tr>
<td>18</td>
<td>Lighting: Event</td>
<td>Texas Lottery Plaza</td>
<td>In Progress</td>
<td>$500</td>
<td></td>
</tr>
<tr>
<td>22</td>
<td>Graphics &amp; Way-Finding Signage</td>
<td>General Commentary All Observed Way-Finding</td>
<td>In Progress</td>
<td>$1,000</td>
<td></td>
</tr>
<tr>
<td>23</td>
<td>Painted Surface</td>
<td>General Commentary Painted Surfaces</td>
<td>In Progress, Defer most painting</td>
<td>$1,000</td>
<td></td>
</tr>
<tr>
<td>34</td>
<td>Gates: Outdoor</td>
<td>General Commentary on Gates (Outdoor) and</td>
<td>In Progress</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>48</td>
<td>Safety Management Program</td>
<td>General Commentary</td>
<td>In Progress</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>49</td>
<td>Rigging</td>
<td>Texas Lottery Plaza adjacent to C1</td>
<td>Complete</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>52</td>
<td>Capital Improvement Plan</td>
<td>General Commentary</td>
<td>In Progress, hiring Consultant</td>
<td>$15,000</td>
<td></td>
</tr>
<tr>
<td>20</td>
<td>Facade</td>
<td>General Commentary All Structures</td>
<td>In Progress</td>
<td>$5,000</td>
<td></td>
</tr>
<tr>
<td>21</td>
<td>Glass</td>
<td>General Commentary All Structural Vacancies</td>
<td>In Progress</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>24</td>
<td>Finished Surface</td>
<td>General Commentary Structure Finished (Seal)</td>
<td>Complete</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>27</td>
<td>Roofing System</td>
<td>General Commentary Duct Corrosion/Rustling</td>
<td>In Progress</td>
<td>$2,500</td>
<td></td>
</tr>
<tr>
<td>30</td>
<td>Roofing System</td>
<td>General Commentary Roof System B1 Structure</td>
<td>In Progress</td>
<td>$5,000</td>
<td></td>
</tr>
<tr>
<td>37</td>
<td>Parking Lot</td>
<td>General Commentary on Surface Lots</td>
<td>In Progress</td>
<td>$1,200</td>
<td></td>
</tr>
<tr>
<td>39</td>
<td>Parking Structure</td>
<td>B1 Parking Structure</td>
<td>In Progress</td>
<td>$2,000</td>
<td></td>
</tr>
<tr>
<td>41</td>
<td>Parking Structure</td>
<td>B1 Parking Structure</td>
<td>In Progress</td>
<td>$2,000</td>
<td></td>
</tr>
<tr>
<td>44</td>
<td>Street Hardware</td>
<td>General Commentary</td>
<td>In Progress</td>
<td>$500</td>
<td></td>
</tr>
<tr>
<td>45</td>
<td>Natural Gas</td>
<td>General Commentary</td>
<td>In Progress</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>47</td>
<td>Solid Waste Collection</td>
<td>General Commentary</td>
<td>In Progress</td>
<td>$4,000</td>
<td></td>
</tr>
<tr>
<td>50</td>
<td>Janitorial</td>
<td>C1 Southside Public Restrooms</td>
<td>Complete</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>51</td>
<td>Janitorial</td>
<td>B1 Parking Garage &amp; Service Entrances Near</td>
<td>Complete</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>43</td>
<td>Pedestrian Pavement</td>
<td>General Commentary</td>
<td>In Progress</td>
<td>$3,000</td>
<td></td>
</tr>
</tbody>
</table>

**Total Projected Cost**: $103,200

**Total w/15% Contingency**: $118,680
# TOYOTA MUSIC FACTORY 2019-2020 ANNUAL BUDGET

## Budgeted Funding Revenue

<table>
<thead>
<tr>
<th>Description</th>
<th>Projected 2019-2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>City Projected Hot Tax Revenue (HOT)</td>
<td>$ 1,082,813</td>
</tr>
<tr>
<td>Admissions Tax:</td>
<td></td>
</tr>
<tr>
<td>Alamo Draft house</td>
<td>$ 200,000</td>
</tr>
<tr>
<td>Live Nation</td>
<td>$ 2,100,000</td>
</tr>
<tr>
<td>Total Admissions Tax (ADMISSION)</td>
<td>$ 2,300,000</td>
</tr>
<tr>
<td><strong>Total Budgeted Funding Revenue</strong></td>
<td><strong>$ 3,382,813</strong></td>
</tr>
</tbody>
</table>

## Maintenance and Operating Expenses*\

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Advertising</td>
<td>$ 490,000</td>
</tr>
<tr>
<td>Print Advertising</td>
<td>50,000</td>
</tr>
<tr>
<td>Public Relations Firm</td>
<td>60,000</td>
</tr>
<tr>
<td>Radio and Television Advertising</td>
<td>40,000</td>
</tr>
<tr>
<td>Social Media Advertising</td>
<td>30,000</td>
</tr>
<tr>
<td>Talent for Pavilion and Texas Lottery Plaza</td>
<td>310,000</td>
</tr>
<tr>
<td>Cleaning, Maintenance and Repairs</td>
<td>$ 500,000</td>
</tr>
<tr>
<td>City Annual Inspection Identified Maintenance and Repairs</td>
<td>120,000</td>
</tr>
<tr>
<td>Cleaning Contract</td>
<td>220,000</td>
</tr>
<tr>
<td>Elevator Maintenance Contracts</td>
<td>45,000</td>
</tr>
<tr>
<td>Fire Alarm Service Contracts</td>
<td>15,000</td>
</tr>
<tr>
<td>General Maintenance and Operations Labor</td>
<td>50,000</td>
</tr>
<tr>
<td>Misc. Maintenance Costs</td>
<td>50,000</td>
</tr>
<tr>
<td>Insurance</td>
<td>$ 380,000</td>
</tr>
<tr>
<td>Project Liability and Property Insurance</td>
<td>380,000</td>
</tr>
<tr>
<td>Landscaping</td>
<td>$ 80,000</td>
</tr>
<tr>
<td>Contract for Landscaping Maintenance</td>
<td>46,000</td>
</tr>
<tr>
<td>General Landscaping Maintenance and Repairs including Annuals</td>
<td>34,000</td>
</tr>
<tr>
<td>Parking</td>
<td>$ 650,000</td>
</tr>
<tr>
<td>Parking Garage Lease</td>
<td>500,000</td>
</tr>
<tr>
<td>Parking Operating Costs</td>
<td>150,000</td>
</tr>
<tr>
<td>Security</td>
<td>$ 200,000</td>
</tr>
<tr>
<td>Uniformed Security and Off-Duty Police</td>
<td>200,000</td>
</tr>
<tr>
<td><strong>Total Maintenance and Operating Expenses (ADMISSION)</strong></td>
<td><strong>$ 2,300,000</strong></td>
</tr>
</tbody>
</table>

## Requested Construction Costs Reimbursement (HOT)

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Construction Costs are costs not already paid by City Construction Contribution)</td>
<td></td>
</tr>
<tr>
<td>*All Line Items may be adjusted except salaries</td>
<td></td>
</tr>
</tbody>
</table>
| **Total Toyota Music Factory Budget**                                       | **$ 3,382,813**
BUDGET DESCRIPTION

Advertising
a.) Print Advertising – This includes advertisements in print publications such as Business Journal, D-Magazine, Dallas Morning News, Dallas Observer, Irving Rambler, etc. Also included in the print category are billboard advertisements purchased.
b.) Public Relations Firm – This is an outside public relations firm hired to do marketing or PR such as Cooksey Communications and Pink Jacket.
c.) Radio and Television Advertising – This is for radio and television advertising purchased on radio or television stations.
d.) Social Media Advertising – This is for adds placed on social media platforms such as Facebook, Google, Instagram, etc.
e.) Talent for Pavilion and Texas Lottery Plaza Stage – This is for bands, DJ’s, performers, etc. at the Pavilion and Texas Lottery Plaza.

Cleaning, Maintenance and Repairs
a.) City Annual Inspection Identified Maintenance and Repairs – This is the projected cost for items identified on the City’s Annual Inspection Report. See Physical Inspection Report.
b.) Cleaning Contract – This is the contract with a cleaning company to clean and associated costs.
c.) Elevator Maintenance Contract – This is the contracts with elevator maintenance companies and associated costs.
d.) Fire Alarm Service Contract – This is the contracts with fire alarm service companies and associated costs.
e.) General Maintenance and Operations Labor – This is general labor costs associated with maintenance and operations.
f.) Misc. Maintenance Costs – This is for unforeseen maintenance items that come up throughout the year such as asphalt or concrete repairs, electrical and lighting repairs, miscellaneous painting or striping, plumbing repairs, roof repairs, etc.

Insurance
a.) Project Liability and Property Insurance – This is the overall insurance policies for the project and associated parking garage.

Landscaping
a.) Contract for Landscaping Monthly Maintenance – This is the landscaping maintenance contract.
b.) General Landscaping Maintenance and Repairs – This is for unforeseen landscaping costs such as scrubs or trees that die as well as annual flower plantings.

Parking
a.) Parking Garage Lease – This is the Urban Towers parking garage lease.
b.) Parking Operating Costs – This is for costs of operating the parking including S&P Parking, which manages the parking.

Security
a.) Uniformed Security and Off-Duty Police – This is for off-duty Irving Police as well as uniformed security supplied by a security company.
Resolution -- Adopting a Work Plan and Setting the Consideration for Economic Development Services for FY2019-2020 in the Amount of $2,422,305.00 for the Agreement Between the City of Irving and the Greater Irving-Las Colinas Chamber of Commerce

Administrative Comments

1. This item is recommended by the Economic Development Department.

2. **Impact:** This resolution adopts the Annual Work Plan and sets the consideration for FY2019-20 for the Economic Development services agreement with the Greater Irving-Las Colinas Chamber of Commerce.


4. The five-year agreement provides that the Chamber will carry out a program for economic development services related to business recruitment, business retention and expansion, site selection, marketing and advertising and small business support services. The specific work plan and fees for services are determined annually.

5. In the event the City terminates the agreement after March 31 of any year, an additional $100,000.00 is designated “Committed Fund Balance” for the term of the agreement to fund the payment, if any, of the termination fee.

6. The Chamber has submitted their Annual Work Plan with a scope of services for FY2019-20. Consideration for the performance of the services described in the work plan is in the amount of $2,422,305.00 for fees and $10,000.00 for annual print services. The consideration for FY2019-20 services reflects a decrease of $32,300.00 from FY2018-19.

7. Funding in the amounts of $2,422,305.00 for the FY2019-20 scope of services and for the $100,000.00 termination fee is available in the Economic Development budget within the Economic Development Fund.

**Recommendation**

The resolution be approved.

**ADDITIONAL COMMENTS:**

- **Contract Required:** No
- **Previous Action:**
  - 2008-420: Approval of Agreement & Annual Appropriation FY09
  - 2008-526: Approval of Addendum No. 1
  - 2009-60: Approval of Addendum No. 2
  - 2009-298: Approval of Addendum No. 3
  - 2009-406: Approval of Annual Appropriation FY10
- **Review Completed By:** Christina Weber
- **Council Action:**
<table>
<thead>
<tr>
<th>Year</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>2010-271</td>
<td>Approval of Annual Appropriation FY11</td>
</tr>
<tr>
<td>2011-237</td>
<td>Approval of Annual Appropriation FY12</td>
</tr>
<tr>
<td>2012-287</td>
<td>Approval of 5-Year Agreement &amp; Annual Appropriation</td>
</tr>
<tr>
<td>2017-324</td>
<td>Approval of 5-Year Agreement &amp; Annual Appropriation FY 18</td>
</tr>
<tr>
<td>2018-347</td>
<td>Adopt Work Plan &amp; Approve Annual Appropriation FY19</td>
</tr>
</tbody>
</table>

**Discretionary Contract Disclosure Form Required:** No  
**Certificate of Interested Parties Form 1295 Required:** No  
**TGC 2270 Verification Form Required:** No

**ATTACHMENTS:**

Chamber ED Services Work Plan FY2019-20 (PDF)

**CURRENT YEAR FINANCIAL IMPACT:**

<table>
<thead>
<tr>
<th>Code</th>
<th>Budget Impact</th>
<th>Budget: $2,422,305.00</th>
<th>Actual: $2,422,305.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>1020-2904-56401-100</td>
<td>Budget: $10,000.00</td>
<td>Actual: $10,000.00</td>
<td></td>
</tr>
</tbody>
</table>

**Budget Adjustment/Transfer Required:** No  
(If yes, please explain.)

**REVISION INFORMATION:**

Prepared: 8/5/2019 02:48 PM by Cynthia Castro  
Last Updated: 9/11/2019 10:40 AM by Cynthia Castro
WHEREAS, the City Council adopted Resolution No. 2017-324 on September 7, 2017 approving an agreement with the Greater Irving-Las Colinas Chamber of Commerce for economic development services for a period of five years from October 1, 2017 through September 30, 2022; and

WHEREAS, the Chamber has submitted an Annual Work Plan with a scope of services for FY2019-2020 and the parties have agreed to consideration for the performance of Economic Development Services described in the Work Plan, in the amount of $2,422,305.00.

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

SECTION I. THAT the City Council hereby approves the attached Annual Work Plan and sets consideration, specified in section 1.6.1 of the agreement, for economic development services in the amount of $2,422,305.00, for the fiscal year 2019-2020.

SECTION II. THAT an additional $100,000.00 is hereby designated “Committed Fund Balance” for the term of the agreement, to fund the payment, if any, of the termination fee specified in section 3.3.2 of the agreement.

SECTION III. THAT funding for this expenditure is available in the Economic Development budget within the Economic Development Fund.

SECTION IV. 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 September 19, 2019.

____________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

_____________________________
Shanae Jennings
City Secretary

APPROVED AS TO FORM:

_____________________________
Kuruvilla Oommen
City Attorney
# Economic Development Services
## FY2019-2020 Work Plan

<table>
<thead>
<tr>
<th>Scope of Work FY2019-2020</th>
<th>Strategic Plan Reference</th>
<th>Results</th>
</tr>
</thead>
</table>
| Source and work competitive recruitment projects, leading to the establishment of at least:  
  - 1,575 new jobs.  
  - Two 50,000 square foot wins.  
  - One 100,000 square foot win.  
Support retail development via broker and developer outreach and assistance, and via:  
  - Completion of a retail study  
  - Ongoing ribbon cuttings to promote new business openings/re-openings.  
  - Participation in ICSC Recon 2020.  
Host brokers, site consultants, and state and regional partners in Irving-Las Colinas to help share the Irving-Las Colinas story and allow influencers to experience our new live-work-play amenities (so they can share firsthand knowledge with their clients and update impressions and knowledge of our city).  
Explore the impact of not providing Freeport exemption within the City of Irving and Irving ISD on the:  
  - Fiscal impact to both the City of Irving and the Irving ISD.  
  - Recruitment and retention of inventory-based businesses.  

**Initiative 5.** Strengthen Irving’s business recruitment program through partnerships with existing businesses and by strengthening ties with business allies for regional and state recruitment activities.  
**Initiative 7.** Support and leverage Irving’s hospitality assets and strategically enhance linkages between the City’s business recruitment program and its conference/event solicitation and promotion efforts.  
**Will be reported quarterly**
**Economic Development Services**  
**FY2019-2020 Work Plan**

<table>
<thead>
<tr>
<th>Scope of Work FY2019-2020</th>
<th>Strategic Plan Reference</th>
<th>Results</th>
</tr>
</thead>
<tbody>
<tr>
<td>Educate policymakers, the business community and general public on Irving’s competitiveness in business recruitment, retention &amp; expansion specifically related to incentives.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Present Freeport Exemption study to Irving ISD key staff</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Present Freeport Exemption study to Irving ISD board of trustees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Engage private sector in supporting the plan to implement Freeport Exemption.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Determine willingness of private business to provide a payment-in-lieu-of-tax (PILOT) for a predetermined time-period to alleviate concerns related to the immediate loss of tax revenue.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Business Recruitment**

Working with City of Irving Economic Development staff to propose a new city incentive policy based on recommendations through the TXP incentive study and any other identified incentive studies that will elevate the competitiveness of Irving-Las Colinas.

- Identify the standard incentives provided by competing locations and compare to current and potential future City of Irving incentives.
- Assist City in developing an economic development fund.
<table>
<thead>
<tr>
<th>Scope of Work FY2019-2020</th>
<th>Strategic Plan Reference</th>
<th>Results</th>
</tr>
</thead>
<tbody>
<tr>
<td>Engage in outreach to existing Irving employers, with a focus on the largest employers, to identify opportunities and challenges, and offer assistance where needed, via a minimum of:</td>
<td>Initiative 4. Reinforce and invest in Irving’s business retention and expansion program as a cornerstone of the community’s economic development efforts.</td>
<td>Will be reported quarterly</td>
</tr>
<tr>
<td>• 120 business visits.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• 2,000 business contacts.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• 3 existing business appreciation events.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Engage existing employers to guide the work of the Irving Economic Development Partnership and to educate existing employers about developments within the community:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Host 4 EDAC meetings with special speakers and presentations.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Host 2 bus tours to highlight new commercial, mixed use and residential developments.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Develop database of potential target companies who are suppliers to Irving’s primary businesses.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
**Scope of Work FY2019-2020**

**Site Selection**

**Maintain ongoing research program to proactively share key advantages of an Irving-Las Colinas location and be able to answer questions from clients and prospects, via:**

- Use of CoStar.
- Use of JobsEQ.
- Compilation of data from City, LCA, CVB, regional partners, state, and federal sources.
- Ongoing primary / original research for market-specific insights.

**Build and maintain strong relationships with the broker and site selection communities in North Texas to keep Irving-Las Colinas top of mind and share new developments:**

- Host at least 6 broker road shows.
- Host and participate in monthly Las Colinas Dealmakers.
- Participate in/sponsor NTCAR events and programs.
- Participate in ULI events.

**Develop and launch new marketing collateral for print and digital application, including:**

- New economic development video and industry video clips.
- New industry collateral.
- Updated web content.
- Cohesive, comprehensive design.

**Strategic Plan Reference**

*Initiative 6. Employ more aggressive incentives to encourage job creation and investment.*

**Results**

*Will be reported quarterly*
### Scope of Work FY2019-2020

**Promote Irving-Las Colinas as a business location in front of key audiences and influencers, including:**
- Advertising in the Governor’s Texas Relocation Guide.
- Expanded social media placements.
- Digital and print placements in site selection and industry publications.
- Specialized marketing to business decision makers.
- Host an inbound mission (familiarization tour) of consultants.

**Attend targeted trade shows and select in-market missions to promote Irving-Las Colinas and court high capital investment or high job count projects, including:**
- Technology/Software development industries.
- DFW Marketing Partnership missions.
- Texas Economic Development Corporation mission.
- Team Texas programs.
- ULI programs.
- Direct target market missions.

**Continue the capital campaign to raise additional private funding for economic development outreach within the region and externally.**

**Expanded earned media coverage via a contracted PR provider and increased media outreach.**

**Review and recommend changes to local incentive programs to enhance Irving-Las Colinas’ competitive position in the market while promoting a strong ROI for residents of the community.**

---

### Strategic Plan Reference

**Initiative 8. Enhance Irving’s image as a place that combines business growth and richer residential and entertainment opportunities.**

**Results**

*Will be reported quarterly*
<table>
<thead>
<tr>
<th>Scope of Work FY2019-2020</th>
<th>Strategic Plan Reference</th>
<th>Results</th>
</tr>
</thead>
</table>
| Provide and facilitate education and training opportunities for small businesses and entrepreneurs, via at least:  
  • Six workshops or seminars.  
  • Promotion of Irving’s MWBE program.  
  • Support SCORE counselor meetings at the Chamber’s main office. | | |
| Promote development within the Heritage Crossing District by:  
  • Hosting a periodic networking program within the Heritage Crossing District.  
  • Facilitating marketing communications in support of the Heritage Crossing District market. | Initiative 2. Create a dynamic local environment for entrepreneurship, innovation, and research and development activities. | Will be reported quarterly |
| Utilize the Small Business Services Committee to focus on the development and promotion of small businesses throughout the City of Irving. | | |
| Promote The Study USA, Irving’s Innovation Center as a resource for entrepreneurs. | | |
| Promote Small Businesses through the American Express Small Business Saturday program. | | |
Resolution -- Adopting a Work Plan and Setting the Consideration for FY2019-2020 in the Amount of $355,300.00 for the Agreement Between the City of Irving and the Greater Irving-Las Colinas Chamber of Commerce to Provide International Affairs/Sister Cities/Trade Center Services

Administrative Comments
1. This item is recommended by the Economic Development Department.

2. **Impact:** This resolution adopts the Annual Work Plan and sets the consideration for FY2019-20 for the International Affairs-Sister Cities-Trade Center services agreement with the Greater Irving-Las Colinas Chamber of Commerce.


4. The five-year agreement provides that the Chamber will carry out a program of exchanges between the City and its participating sister cities, which are focused on business, but may also be cultural, artistic, educational, economic, community, and/or other appropriate forms of exchanges, in keeping with the purpose of the worldwide sister cities program.

5. The Chamber has submitted their Annual Work Plan with a scope of services for FY2019-20. Consideration for the performance of the services described in the work plan is in the amount of $355,300.00, which reflects a 10% increase of $32,300.00 over FY2018-19.

6. Funding in the amount of $355,300.00 for the FY2019-20 scope of services is available in the Economic Development Department budget within the Economic Development Fund.

**Recommendation**
The resolution be approved.

**ADDITIONAL COMMENTS:**

<table>
<thead>
<tr>
<th>Contract Required</th>
<th>Review Completed By</th>
<th>Council Action</th>
<th>Discretionary Contract Disclosure Form Required</th>
</tr>
</thead>
<tbody>
<tr>
<td>No</td>
<td>Christina Weber</td>
<td>FY14-15 Sister Cities/Int'l Trade Services</td>
<td>No</td>
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<tr>
<td>Previous Action:</td>
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<td>FY15-16 Sister Cities/Int'l Trade Services</td>
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<td>RES-2014-331</td>
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<td>FY16-17 Sister Cities/Int'l Trade Services</td>
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<td>RES-2015-337</td>
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<td>Approval of 5-Year Agreement &amp; FY18-19 Funding</td>
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<td>RES-2016-346</td>
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<td>FY19-20 Sister Cities/Int'l Trade Services</td>
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<tr>
<td>RES-2018-348</td>
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</tbody>
</table>

**Certificate of Interested Parties Form 1295 Required:** No

**TGC 2270 Verification Form Required:** No
ATTACHMENTS:
Chamber Int'l Affairs-Sister Cities Services Work Plan FY2019-20  (PDF)

CURRENT YEAR FINANCIAL IMPACT:
FY 2019-2020 Budget Impact:
1020-2904-56401-100  Budget: $355,300.00  Actual: $355,300.00
Budget Adjustment/Transfer Required:  No  (If yes, please explain.)

REVISION INFORMATION:
Prepared:  8/5/2019 05:34 PM by Cynthia Castro
Last Updated:  9/11/2019 08:55 AM by Cynthia Castro
CITY OF IRVING

COUNCIL RESOLUTION NO. (ID # 10398)

WHEREAS, the City Council adopted resolution No. 2017-325 on September 7, 2017 approving an agreement with the Greater Irving-Las Colinas Chamber of Commerce for International Affairs-Sister Cities-Trade Center services for a period of five years from October 1, 2017 through September 30, 2022; and

WHEREAS, the Chamber has submitted an Annual Work Plan with a scope of services for FY2019-2020 and the parties have agreed to consideration for the performance of International Affairs-Sister Cities services described in the Work Plan, in the amount of $355,300.00.

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

SECTION I. THAT the City Council hereby approves the attached Annual Work Plan and sets consideration for international affairs/sister cities/trade center services in the amount not to exceed $355,300.00, for the fiscal year 2019-2020.

SECTION II. THAT funding for this expenditure is available in the Economic Development budget within the Economic Development 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 September 19, 2019.

____________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

____________________________
Shanae Jennings
City Secretary

APPROVED AS TO FORM:

____________________________
Kuruvilla Oommen
City Attorney
## Scope of Work FY2019-2020

Serve as a resource for trade promotion, foreign direct investment, and protocol for visiting dignitaries:

- Continue the International Affairs/Sister Cities Committee to provide oversight and advisory services for the International Affairs/Sister Cities Program.
- Participation of at least three (3) Irving non-profit organizations in Irving-Las Colinas events or international trade missions during each fiscal year.
- Facilitate the participation of a minimum of 150 attendees that represent Irving-Las Colinas companies in a minimum of four (4) events including trade missions out of Irving, local events of visiting trade missions to Irving-Las Colinas or programs highlighting foreign direct investment and trade opportunities each fiscal year.
- Facilitate the relocation/ expansion of two (2) foreign-based firms to Irving-Las Colinas.
- Refine international business retention program to conduct a minimum of 12 retention visits to foreign-based firms in Irving during the fiscal year to cultivate relationships for international business connections.
- Business recruitment in targeted international markets to include two international trade missions (inbound/outbound).
- Host a recognition event that will showcase Irving-Las Colinas as an international destination and generate private funding to support international programs.

### Initiative 1. Attract investment from foreign businesses, help local firms gain entry into foreign markets, and create a welcoming environment for the international community.

Will be reported quarterly
## International Affairs & Sister Cities Services
### FY2019-2020 Work Plan

<table>
<thead>
<tr>
<th>Scope of Work FY2019-2020</th>
<th>Strategic Plan Reference</th>
<th>Results</th>
</tr>
</thead>
</table>
| Facilitate trade, investment, and cultural connections between Irving-Las Colinas and each of its Sister Cities, and look for additional opportunities to expand Sister City relationships:  
  - Coordinate at least two (2) cultural events in Irving-Las Colinas.  
  - Coordinate protocol for at least two (2) international visits in Irving-Las Colinas each year.  
  - Host at least two (2) programs in Irving-Las Colinas with a combined attendance of 200 each fiscal year.  
  - Establish at least one (1) potential new Sister City relationship during the fiscal year.  
  - Three (3) formal contacts or exchanges with each existing city each fiscal year. | Initiative 1. Attract investment from foreign businesses, help local firms gain entry into foreign markets, and create a welcoming environment for the international community. | Will be reported quarterly |

Initiative 1.
Resolution -- Approving Agreement with Simpleview, Inc., for Services and Web-Based Applications Including Industry-Specific Customer Relationship Management System (CRM) and Content Management System (CMS) Plus Training, in the Average Annual Estimated Amount of $308,972

Administrative Comments

1. This item is recommended by the Irving Convention & Visitors Bureau and supports Strategic Goal No. 3: Vibrant Economy.

2. **Impact:** The agreement will enable the Irving Convention and Visitors Bureau to redesign our website, as well as to better enhance the promotion of tourism and the convention and hotel industry through their industry-specific Customer Relationship Management system (CRM) and Content Management System (CMS).

3. In the same way that many city systems have interacted through Banner and now with Munis, many of the ICVB functions are run on, or integrated with, the Simpleview system which influences most of what we do and how we do it. Besides being our client database, the CRM allows us to communicate leads from clients to our hotel partners, powers our e-blasts, is the source of information for our bid books, and processes our event registrations. The CMS portion allows us to control many aspects of our websites including imagery, updating links and pages, tracking our web traffic, enhancing our search engine marketing, and works seamlessly with the CRM to provide informational listings for restaurants, hotels, attractions, etc. to visitors viewing our websites and has the functionality that allows viewers to book accommodations without having to leave our website.

4. Simpleview has been the CRM and CMS provider for the ICVB for several years now, and the ICVB has utilized stand-alone pieces of its other services, as well as those of other providers, as individual add-ons to its websites. Simpleview’s capacities continually expanded through the ongoing acquisition of supplemental services and development of others, and they continue to be the dominant provider in the CVB landscape. By continuing to integrate all of Simpleview’s resources into our websites, the ICVB is better positioned to capitalize on the constantly changing landscape that is internet-based marketing and communications.

5. Simpleview will program, host and maintain the integrated CMS (content management system) and CRM (customer relationship management) system, provide integrated Search Engine Marketing (SEM) services, and other services and applications useful in the design, programming and maintenance of CMS and CRM as outlined in the attached agreement.

6. The agreement establishes a two-year contract for the continuation of providing systems (CMS/CRM) and services (SEO/SEM), and web-based applications.

7. Funding for Fiscal Years 2019-20 and 2020-21 is subject to budget appropriation in the ICVB General Fund.
8. Because this contract runs from October 2019 through September 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 contract total amount is not exceeded.

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Contract Term</th>
<th>Total Estimated Expenditure</th>
<th>Fiscal Year(s)</th>
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<tr>
<td>Simpleview, Inc.</td>
<td>10/1/19 – 9/30/21</td>
<td>$269,572.00</td>
<td>2019-20</td>
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<tr>
<td></td>
<td></td>
<td>$348,372.00</td>
<td>2020-21</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td><strong>$617,944.00</strong></td>
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</table>

**Recommendation**

The resolution be approved.

**ADDITIONAL COMMENTS:**

- **Contract Required:** Yes
- **Review Completed By:** Christina Weber
- **Previous Action:** 8-24-06-301(A)
- **Council Action:** Approved original contract
- **Resp-2009-131**
  - Approved addendum to agreement
- **RES-2011-66**
  - Approved Amendment No. 2 to agreement
- **RES-2014-337**
  - Approved agreement
- **RES-2017-330**
  - Approved agreement

**Discretionary Contract Disclosure Form Required:** Yes

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

**TGC 2270 Verification Form Required:** Yes

1. In 2006, the City on behalf of the ICVB issued RFP #243-06F for CVB Industry-Specific Customer Relationship Management/Association Management Software systems. The CVB identified that New Media Gateway’s Destination Business System provided integrated platforms for CRM (customer relationship management), AMS (Association management system) and Content Management while also providing specific programming elements unique to convention and visitors bureaus within one system.

2. A contract for a three-year agreement was awarded including a commitment to two years of hosting/maintenance/upgrades/support for an annual fee.

3. An Addendum to the original agreement approved March 26, 2009 was for an upgrade to the CRM/DBS System and a Visitor Inquiry Module.

4. In July 2010, Simpleview, Inc., purchased New Media Gateway and assumed ownership of all existing licensing agreements for its Customer Relationship Management system.

5. Amendment No. 2 to the original agreement approved March 3, 2011 was for the launch of the live application of the Bureau’s current system to the Simpleview CRM – “Intermediate” Solution platform and 150 support hours per year over a three-year term as well as an option for a Microsoft Outlook Integration for a one-time fee.

6. A new contract was approved September 18, 2014 for the continued use of the CRM, and also included the development of the ICVB and ICC websites along with the use of
Simpleview’s CMS to manage the websites.
7. A new contract was approved September 2017 for the continued use of the CRM, and also included the development of the ICVB and ICC websites along with the use of Simpleview’s CMS to manage the websites.

ATTACHMENTS:
Signed Form TGC 2270 - Simpleview 8-2-19 (PDF)
SIMPLEVIEW BUDGET PLNG_For Council Resolution_Rev (PDF)
Simpleview Contract - SIGNED (PDF)

CURRENT YEAR FINANCIAL IMPACT:
2201-3506-56401-800 Budget: $269,572.00 Actual: $269,572.00
Budget Adjustment/Transfer Required: No

REVISION INFORMATION:
Prepared: 8/8/2019 08:13 AM by Maura Gast
Last Updated: 9/9/2019 12:51 PM by Maura Gast
CITY OF IRVING

COUNCIL RESOLUTION NO. (ID # 10407)

WHEREAS, Simpleview, Inc., is the provider of destination business system services and software currently used by the Irving Convention and Visitors Bureau and the sole provider of additional modules for that software; and

WHEREAS, the technology services provided by Simpleview, Inc., enable the Irving Convention and Visitors Bureau to promote tourism and the convention and hotel industry;

NOW, THEREFORE, 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 on behalf of the Irving Convention and Visitors Bureau and Simpleview, LLC, for consulting, development, hosting services and web-based applications, in the estimated amount of $269,572.00 for the period of October 1, 2019, through September 30, 2020; and in the estimated amount of $348,372.00 for the period of October 1, 2020, through September 30, 2021; subject to funds being appropriated and approved in the ICVB General Fund in Fiscal Years 2019-20 and 2020-21, and the Mayor is authorized to execute said agreement.

SECTION II.  THAT funding for this expenditure is available in the ICVB 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 September 19, 2019.

____________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

_______________________________
Shanae Jennings
City Secretary

APPROVED AS TO FORM:

_______________________________
Kuruvilla Oommen
City Attorney
Form TGC 2270

VERIFICATION REQUIRED BY TEXAS GOVERNMENT CODE CHAPTER 2270

Please read both pages.

By signing below, Company hereby verifie the following:

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

SIGN ED BY:

Scott Meredith, Chief Accounting Officer

Print Name & Title:

Simpleview

Company Name:

Date Signed:

August 2, 2019

NOTARIZATION

THE STATE OF ARIZONA

COUNTY OF PIMA

BEFORE ME, the undersigned notary public on this day personally appeared Scott Meredith, on behalf of Simpleview (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 2nd day of August, 2019.

NOTARY PUBLIC IN AND FOR THE STATE OF ARIZONA

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 #________
## SIMPLEVIEW BUDGET PLANNING
### 2019-2021

<table>
<thead>
<tr>
<th>Category</th>
<th>2019-2020</th>
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<tbody>
<tr>
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<td><strong>$348,372</strong></td>
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</table>
WEB SITE CONSULTING, CONTENT MANAGEMENT SYSTEM LICENSING, CUSTOMER RELATIONSHIP MANAGEMENT LICENSING, AND SEARCH ENGINE MARKETING CONSULTING AGREEMENT

This AGREEMENT (the "Agreement") is made and entered into as of the 1st day of October, 2019 (the "Effective Date"), by and between Simpleview, LLC with offices at 8950 N Oracle Road, Tucson, Arizona, 85704 ("Simpleview") and the City of Irving, Texas on behalf of the Irving Convention and Visitors Bureau, located at 500 W. Las Colinas Blvd., Irving, TX 75039 ("Client").

RECITALS

A. WHEREAS, Simpleview offers certain consulting, development and hosting services and web-based applications for use on the World Wide Web, including the proprietary customer relationship management application ("CRM") and a-state-of-the-art website content management system demonstrated to Client ("CMS");

B. WHEREAS, Client desires that Simpleview to license and support a CMS system, license and support the CRM system, provide Search Engine Marketing Services and provide certain other services and applications useful in the design, programming and maintenance of CMS and CRM;

C. WHEREAS, Client desires to engage Simpleview, and Simpleview desires to be engaged by Client, to provide Internet services and products on the terms and subject to the conditions set forth below;

NOW THEREFORE, in consideration of the mutual promises set forth herein, Simpleview and Client (collectively, the "Parties") hereby agree as follows:

1. Simpleview Services

Simpleview shall program, host and maintain the CMS and CRM on the World Wide Web as set forth or described in Exhibit A hereto (the "Services") and to provide Client with additional services set forth or described in Exhibit B hereto (the "Additional Services"), which exhibits may be amended from time to time by mutual written agreement or Work Order (as subsequently described herein) signed by both Parties. Client agrees that Simpleview is responsible only for providing the Services specifically set forth in Exhibit A and Exhibit B hereto.

2. CMS and CRM Development, Upgrades and Hosting

2.1 Delivery of Client Content

"Client Content" shall mean any materials provided by Client for incorporation into the CMS and/or CRM, including, but not limited to, any images, photographs, illustrations, graphics, audio clips, video clips or text. Client shall deliver the Client Content to Simpleview in an electronic file format specified and accessible by Simpleview (e.g., .txt, .gif) or as otherwise specified in Exhibit A. Any services required to convert or input Client Content not set forth in Exhibit A as Services shall be charged as Additional Services. Client shall promptly deliver all Client Content to Simpleview as required by Simpleview.

2.2 Work Orders

If Client wishes to implement upgrades or revisions to the CMS or CRM that differ materially from the Services in Exhibits A and B, Client shall submit to Simpleview a written request containing (i) such revisions in detail and (ii) a request for a price quote for such work. Simpleview shall promptly evaluate the request and submit to Client for its written acceptance a proposal for undertaking the applicable tasks and a price quote reflecting all associated fees associated with
request (collectively, a "Work Order"). Client shall have ten (10) business days from receipt of a Work Order to accept it in writing. If Client accepts Simpleview’s Work Order, then the Work Order shall amend and become a part of Exhibit B hereto (Additional Services). Routine updates and “fixes” shall be installed or performed promptly upon release or request, respectively, all at no additional cost.

2.3 Hosting

2.3.1 System Availability. Simpleview warrants at least 99.9% System Availability during each calendar month. "System Availability" means the percentage of total time during which the CMS and/or CRM is fully accessible, excluding Scheduled Maintenance and Emergency Maintenance and any loss or interruption due to causes beyond the control of Simpleview. "Emergency Maintenance" means downtime of the CMS and/or CRM due to the application of urgent patches or fixes, or other urgent maintenance, recommended by Simpleview vendors to be applied as soon as possible, that is performed outside of Scheduled Downtime hours. "Scheduled Maintenance" means downtime of the CMS or CRM during preset, scheduled maintenance windows. Scheduled Maintenance typically is performed during off-peak hours which are defined as between 6 P.M. and 3 A.M. Mountain Time (Standard and Daylight Savings) Time. Simpleview will provide Client with notice of any scheduled maintenance at a minimum of 24 hours prior to the Scheduled Maintenance or any other scheduled outage. Times for Scheduled Maintenance may be changed with reasonable prior written notice to Client (which may be via email).

Should Simpleview fail to achieve 99.9% System Availability in each of two consecutive calendar months, Client shall have the right to terminate this Agreement for cause (and without having to give Simpleview any cure period), in which case Simpleview will refund to Client any prepaid fees for the remainder of the Term after the date of termination. Claims under this service level warranty must be made in good faith and by submitting a support case within 20 business days after the end of the relevant period.

2.3.2 Updates to CMS and CRM. Simpleview shall provide Client with its CRM and CMS including the necessary software to allow Client to transmit revisions, updates, deletions, enhancements or modifications (the "Updates") to the website.

2.3.3 Disaster Recovery. Simpleview shall maintain a disaster recovery plan (a "DRP") for all technology required to provide the Services, together with the capacity to execute the DRP. Upon request by Client, Simpleview shall provide Client with an executive summary of Simpleview’s then-current version of the DRP. Simpleview shall perform disaster recovery tests at least annually. Simpleview shall provide Client a written description of all DRP test results in sufficient detail to allow Client to assess the success of each test.

2.3.4 Security. Simpleview shall provide all reasonable physical, anti-virus and password related security for the Simpleview system and/or services, and will make all reasonable security procedures available to protect Client Data from unauthorized access. Simpleview shall have and adhere to commercially reasonable written information security guidelines for maintaining security controls which guidelines include without limitation, physical, administrative and technological controls.
2.3.5 Backup Procedures. Data will be backed up on at least a daily basis. In the event that a data restore is required as a result of equipment failure, Simpleview will bear the costs of such restore. Client may upon request receive a back-up of data at any time without charge.

3. Service Fees

Client shall pay the fees set forth in the Fee Schedule in Exhibit C. Simpleview expressly reserves the right to change the rates charged hereunder for the Services at the commencement of the Initial Renewal Term or any subsequent Renewal Term (as hereinafter defined); provided, however, that the annual increase for any fee applicable to the Initial Renewal Term shall not exceed ten percent (10%) of the fee paid during the Initial Term for that particular service. Client shall pay, or promptly reimburse Simpleview for, any out-of-pocket expenses, including, without limitation, travel and travel-related expenses, incurred by Simpleview in connection with the performance of the Services, provided however, that the travel and related expenses shall be approved in advance by an officer of Client. Reimbursable expenses must comply with Client’s Reimbursement Guidelines set forth in Exhibit “D.” Simpleview shall provide substantiating receipts for all reimbursable expenses. Client shall pay to Simpleview all fees within thirty (30) days of the date of receipt of the applicable Simpleview invoice. Implementation of certain applications may require two or three days of onsite training.

As a convenience to the parties, Exhibit A contains a break-out of fees associated with particular services. Exhibit C sets forth the schedules of payment of such fees.

Annual Appropriation. The contract amount for fiscal year October 1, 2017 through September 30, 2018, has been appropriated from lawfully available funds. Additional years, and any increase in the contract amount, shall be subject to appropriation by the City Council in the annual budget and 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.

4. Proprietary Rights

4.1 Proprietary Rights of Client

Client Content, Work Product, Client Data and User Information shall remain the sole and exclusive property of Client subject to section 4.2 of this Agreement. Nothing in this Agreement shall be construed to grant Simpleview any ownership right in the Client Content, Work Product, Client Data or User Information. Subject to section 5.1 of this Agreement, to the extent, if any, that ownership of Client Content, Work Product, Client Data and User Information does not automatically vest in Client by virtue of this Agreement or otherwise, Simpleview hereby transfers and assigns to Client all rights, title and interest which Simpleview may have in and to Client Content, Work Product, Client Data and User Information.

“Client Content” includes, without limitation, all copyrights, domain names, designs, images, text, trademarks, patents, trade secrets, and any other proprietary rights.

“Work Product” means all elements of the Site and documentation prepared specifically for Client by Simpleview in accordance with the terms of this Agreement including but not limited to HTML files, XML files, graphics files, animation files, data files, scripts and programs, in object code, source code or other programming code.

“Client Data” means all data and information about Client’s businesses, customers (current, former or prospective), employees, operations, facilities, products, markets, assets or finances that Simpleview obtains, creates, generates, collects or processes in connection with this Agreement, and all intellectual property rights in that data and information.
"User Information" means all information about users, and Client members and personnel and Internet browsers (whether or not users), that Client provides to Simpleview hereunder, or that Simpleview otherwise collects, compiles, creates or stores in connection with this Agreement and, including without limitation (i) name, address, email address, password information, account numbers, financial information, demographic data, marketing data, credit data, any other identification data; (ii) any other user data submitted in the course of the access or use of Simpleview Products; and (iii) any information about an identifiable individual that constitutes "personal information" under applicable law.

On Client's written request or upon termination of this Agreement for any reason, Simpleview will promptly provide Client or their vendor(s) backups of Client Content, Work Product, Client Data and User Information such that Client and/or their vendor(s) can use the backups to migrate to different CRM or CMS platforms.

4.2 Proprietary Rights of Simpleview

Subject to Client's ownership interest in Client Content, Work Product, Client Data and User Information, all materials related to CRM or CMS, programming code and materials previously developed by Simpleview, and any trade secrets, know-how, methodologies and processes related to Simpleview's products and services, shall remain the sole and exclusive property of Simpleview or its suppliers, including, without limitation, all copyrights, trademarks, patents, trade secrets, and any other proprietary rights inherent therein and appurtenant thereto (collectively "Simpleview Materials"). Subject to section 5.2 of this Agreement, to the extent, if any, that ownership of the Simpleview Materials does not automatically vest in Simpleview by virtue of this Agreement or otherwise, Client hereby transfers and assigns to Simpleview all rights, title and interest which Client may have in and to the Simpleview Materials. Client acknowledges and agrees that Simpleview is in the business of designing and hosting Web sites, that they offer a licensed CRM and CMS product, and that Simpleview shall have the right to provide to third parties services which are the same or similar to the Services, and to use or otherwise exploit any Simpleview Materials in providing such services.

4.3 Simpleview Notices and Use of Client's Name

Unless otherwise agreed to in writing by the Parties, Simpleview shall have the right to place proprietary notices of Simpleview (including hypertext links related thereto) on the Simpleview Materials and on the Site, including developer attribution and hypertext links to Simpleview's web sites, and to change or update such notices from time-to-time upon notice to Client. The size and location of these notices shall be subject to Client's approval, which approval shall not be unreasonably withheld or delayed. In no event may Client remove or alter any Simpleview proprietary notice from the Simpleview Materials or the Site without Simpleview's prior written consent. Simpleview may use the name of and identify Client as a Simpleview client in advertising, publicity, or similar materials distributed or displayed to prospective clients.

5. License

5.1 Grant of License - Client

Client hereby grants to Simpleview a non-exclusive, worldwide, royalty free license for the Initial Term and any Renewal Term (as those terms are hereinafter defined) to edit, modify, adapt, exhibit, publish, transmit, perform, display, and otherwise use Client Content solely as necessary to render the Services to Client under this Agreement.

5.2 Grant of License - Simpleview

Simpleview hereby grants to Client a limited, non-exclusive, nontransferable license solely for the Initial Term and any Renewal Term (as those terms are hereinafter defined) to make use of Simpleview Materials that are incorporated in the CMS and/or CRM and that are required for the operation of the CMS and/or CMS. Client cannot use the Simpleview Materials for any other purpose, including selling, copying or transferring any portions to third parties, or providing Web
6. Warranties

6.1 Simpleview Warranties

Simpleview warrants: (i) that Simpleview has the right and authority to enter into and perform its obligations under this Agreement; (ii) that Simpleview shall perform the Services in a professional and workmanlike manner and (iii) none of the Simpleview Materials, any other materials used by Simpleview or any actions of Simpleview in connection with the Services will infringe or violate any right of any third party.

6.2 Client Warranties

Client warrants that: (a) it has all authorization(s) necessary for hypertext links to third party Web sites; and; (b) that the Client Content does not infringe or violate any right of any third party. Client shall provide all necessary Client Content, including database files, reports and other materials for implementation of the CMS and CRM.

7. Indemnification

Simpleview agrees to indemnify, defend, and hold harmless Client, its directors, officers, employees and agents, and defend any action brought against same with respect to any claim, demand, cause of action, debt or liability, including reasonable attorneys' fees, to the extent that such action is based upon a claim that: (i) would constitute a breach of any of Simpleview's warranties hereunder; or (ii) arises out of the gross negligence or willful misconduct of Simpleview; or (iii) Client's use of, or Simpleview's use of, Simpleview Materials or any other materials used by Simpleview in connection with the Services, infringes or violates any rights of third parties, including, without limitation, rights of publicity, rights of privacy, patents, copyrights, trademarks, trade secrets and/or licenses

8. Warranty Disclaimer and Limitation of Liability

EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 6, Simpleview MAKES NO WARRANTIES HEREUNDER, AND Simpleview EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES AGAINST INFRINGEMENT.

EXCEPT FOR A CLAIM FOR INDEMNIFICATION UNDER SECTION 7, THE TOTAL LIABILITY OF Simpleview HEREUNDER FOR ANY SERVICES NOT PROPERLY PERFORMED (INCLUDING ANY LIABILITY FOR NEGLIGENCE) SHALL BE LIMITED, AT THE SOLE DISCRETION OF Simpleview, TO (a) PERFORMING THOSE SERVICES CORRECTLY, OR (b) IF SUCH PERFORMANCE IS IMPOSSIBLE, TO THE AMOUNT'S PAID TO Simpleview FOR THE SERVICES THAT WERE IMPROPERLY PERFORMED. IN NO EVENT SHALL Simpleview OR CLIENT BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, ADVANTAGE, SAVINGS OR REVENUES OF ANY KIND OR INCREASED COST OF OPERATIONS, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR A CLAIM ARISING OUT A BREACH OF SECTION 10 OR A CLAIM FOR INDEMNIFICATION UNDER SECTION 7, THE LIABILITY OF Simpleview TO CLIENT FOR ANY REASON AND UPON ANY CAUSE OF ACTION SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID TO Simpleview BY CLIENT UNDER THIS AGREEMENT.
Immunity retained. The Client and Simpleview hereby acknowledge and agree that Client is a Texas municipality that is entering this Agreement pursuant to its governmental function and that nothing contained in this Agreement shall be construed as constituting a waiver of the Client/City's governmental immunity from suit or liability, which is expressly reserved to the extent allowed by law.

9. Term and Termination

This Agreement shall be effective when signed by the Parties and thereafter shall remain in effect for two (2) years, unless earlier terminated as otherwise provided in this Agreement (the "Initial Term"). At the end of the Initial Term, Client shall have the option to renew this Agreement for an additional, consecutive term of two (2) years (the "First Renewal Term"). At the end of the First Renewal Term, or any subsequent Renewal Term (as defined below), both Simpleview and Client shall in good faith attempt to negotiate terms of a new Agreement (each a "Renewal Term").

Either party may terminate this Agreement if the other party breaches any of its representations, warranties or material obligations under this Agreement, and such breach is not cured within thirty (30) days of receipt of written notice specifying the breach.

10. Confidentiality

Simpleview acknowledges that Client is a governmental entity and subject to the Texas Public Information Act. Each party agrees that during the course of this Agreement, information that is identified as confidential or proprietary may be disclosed to the other party, including, but not limited to software, technical processes and formulas, source codes, product designs, sales, cost and other unpublished financial information, product and business plans, advertising revenues, usage rates, advertising relationships, projections, and marketing data ("Confidential Information"). The obligations with respect to any particular portion of Confidential Information shall terminate or shall not attach, as the case may be, when receiving party can demonstrate such information (a) is, as of the time of its disclosure, or thereafter becomes part of the public domain through a source other than the receiving party, (b) was known to the receiving party as of the time of its disclosure, (c) is independently developed by individuals of the receiving party without access to the Confidential Information, or (d) is subsequently learned from a third party not under a confidentiality obligation to the providing party. Except as provided for in this Agreement or as required by law, each party shall not make any disclosure of the Confidential Information to anyone other than its employees who have a need to know in connection with this Agreement. Each party shall notify its employees of their confidentiality obligations with respect to the Confidential Information and shall require its employees to comply with these obligations. The confidentiality obligations of each party and its employees shall survive the expiration or termination of this Agreement.

Each of the Parties shall use at least those precautions to protect such information and other property that it uses to protect its own information and other property, in no event less than those precautions generally required by industry standards.

11. Miscellaneous

11.1 Entire Agreement

This Agreement and attached Exhibits constitute the entire agreement between Client and Simpleview with respect to the subject matter hereof and there are no representations, understandings or agreements which are not fully expressed in this Agreement. No amendment, change, waiver, or discharge hereof shall be valid unless in writing and signed by the party against which such amendment, change, waiver, or discharge is sought to be enforced.

11.2 Governing Law
This Agreement shall be construed in accordance with the laws of the State of Texas.

11.3 Independent Contractors

The Parties agree that Simpleview and its personnel, in performance of this Agreement, are acting as independent contractors and that this Agreement shall not create any agency between the Parties.

11.4 Alternative Dispute Resolution

In the event of any dispute or claim arising under or related to this Agreement, the parties shall use their best efforts to settle such dispute or claim through good faith negotiations with each other. If such dispute or claim is not settled through negotiations within 30 days after the earliest date on which one party notifies the other party in writing of its desire to attempt to resolve such dispute or claim through negotiations, then the parties agree to attempt in good faith to settle such dispute or claim by mediation conducted under the auspices of an established and neutral mediation service selected by the parties. Such mediation shall be conducted within 60 days following either party’s written request therefore. If such dispute or claim is not settled through mediation, then either party may seek legal or equitable remedies in a proceeding in a court of law.

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

11.5 Force Majeure

Neither party shall be liable for delays or failure in performance thereunder caused by acts of God, war, strike, riot, labor dispute, work stoppage, fire, judicial or governmental action, or any other cause, whether similar or dissimilar, beyond reasonable control of that party.

11.6 Waiver

The waiver or failure of either party to exercise any right in any respect provided for herein, or to insist upon strict compliance by the other party with any term contained herein, shall not be deemed a subsequent waiver or modification of such right or term.

11.7 Severability

If any provision of this Agreement is determined to be invalid under any applicable statute or rule of law, it is to that extent to be deemed omitted, and the balance of the Agreement shall remain enforceable.

11.8 Survival

All provisions of this Agreement relating to warranties, confidentiality, non-disclosure, proprietary rights, limitation of liability, indemnification obligations and payment obligations shall survive the termination or expiration of this Agreement.

11.9 Tax Jurisdiction

All payments due under this Agreement are exclusive of taxes. Client agrees to bear and be responsible for the payment of all such taxes (except for taxes on Simpleview’s net income or capital), including, without limitation, all sales, use, rental receipt, personal property, royalty, value added or other taxes which may be levied or assessed in Texas, in connection with this Agreement.

IN WITNESS WHEREOF, the Parties have caused this agreement to be executed by their respective duly authorized officers on the date written below.
Authorized Signature
Simpleview, LLC
8950 N Oracle Road
Tucson, AZ 85704
USA
By: __________________________ Date: 9/3/19

Authorized Signature
Richard H. Stopfer
Mayor of the City of Irving

Exhibits
A. Simpleview Services
B. Additional Services
C. Fee Schedule
D. Reimbursement Guidelines
## EXHIBIT A

**SIMPLEVIEW SERVICES**

**SIMPLEVIEW CRM – “INTERMEDIATE” LEVEL PRICING (UP TO 25 CONCURRENT USERS)**

<table>
<thead>
<tr>
<th>Users</th>
<th>Intermediate 16-25</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>TRAINING</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Additional Onsite Training</td>
<td>Recommend 2</td>
<td>On site: $2,000 per trainer per day; two day minimum; travel and expenses billed separately.</td>
</tr>
<tr>
<td>- Simpleview Hosted Training</td>
<td>Recommended as a supplement to Onsite Training</td>
<td>At Simpleview’s headquarters in Tucson, AZ: $1,000 per trainer per day. No minimum; travel expenses are the responsibility of customer.</td>
</tr>
<tr>
<td>LICENSING, HOSTING &amp; UPGRADES</td>
<td>$20,000</td>
<td>Annual fee includes point updates, full version upgrades hosting, daily back-ups, and access to the Simpleview ticketing system, knowledgebase, webinar library, and user forum.</td>
</tr>
<tr>
<td>- Additional Users Above Tier</td>
<td>$1,200 / year</td>
<td></td>
</tr>
</tbody>
</table>

**SUPPORT**

- Free Support* | 250 | Support hours can be used for technical support, questions, remote training, report building, template creation, or customizations. |

- Additional Support
  - Premium Bundle | $10,000 / 100 hours | Free Support and Bundles can be used at any time within a given contract term. Bundles can be purchased at any time during an initial or renewal term, but do not carry forward from one term to the next. |
  - Discounted Bundle | $6,000 / 50 hours |
  - Hourly Support | $125 / hour |

**USER GROUPS, MODULES & OPTIONS**

GROUP SALES | Included | Facilitates Meeting and Conference Sales, but can also be used for Sports Marketing, Meetings & Reunions, and Film Offices, with separate Groups created for each department. |

- Meeting Space Availability Tool | Not Included | $7,500 + $2,500/year. This allows CRM users to view and reserve available space in convention centers and other meeting venues. |
- Meeting Planner RFP Tracking | Not Included | $3,000 + $1,000/year. Meeting Planners may log in to review RFP responses (including service lead responses). Custom skinned extranet requires additional $5,000 design and implementation fee. |

MEMBER / PARTNER | Included |
<table>
<thead>
<tr>
<th>Category</th>
<th>Included/Not Included</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Benefits Summary</td>
<td>Included</td>
<td>This provides a place for both you and your partners to review all the benefits they receive by partnering with your DMO. All information, such as the number of leads you have sent to the partner, articles documented, listin and coupon hits, in-kind/expenses and more are stored on the Benefits Summary tab.</td>
</tr>
<tr>
<td>Member/Partner Extranet</td>
<td>Included</td>
<td>A dedicated, password-protected site where members/partners can update listings, add images, submit special offers, view leads, report occupancy and view news and information provided by the DMO.</td>
</tr>
<tr>
<td>Skinned Member/Partner Extranet</td>
<td>Not Included</td>
<td>$5,000 Set-up. Fee covers styles and logo applied to the extranet to match your website design.</td>
</tr>
<tr>
<td>Dues &amp; Invoicing</td>
<td>Included</td>
<td>The Dues &amp; Invoicing section gives you the ability to set up membership dues, add benefits, create membership invoices and one-off invoices, and streamline payment collection from your partners.</td>
</tr>
<tr>
<td>Online Dues Payment</td>
<td>Not Included</td>
<td>$7,500 + $2,500/year. Requires Dues &amp; Invoicing</td>
</tr>
<tr>
<td>PARTNER SERVICES</td>
<td>Included</td>
<td>Allows users to send service leads, track partner referral record Inkind/Expense transactions with partners, and manage commitments or incentives offered by the DMO.</td>
</tr>
<tr>
<td>CONSUMER</td>
<td>Included</td>
<td>(Designated Market Area) regions are the geographic areas in the United States in which local television viewership is measured by The Nielsen Company. The DMA data are essential for any marketer, researcher, or organization seeking to utilize standardized geographic areas within their DMO and Simpleview is the only industry specific CRM provider with a license to use this data.</td>
</tr>
<tr>
<td>DMA® Regions Mapping</td>
<td>Included</td>
<td></td>
</tr>
<tr>
<td>TOUR/TRAVEL TRADE</td>
<td>Included</td>
<td>Facilitates Group Tour, Motorcoach, and Independent Travel booked through third parties.</td>
</tr>
<tr>
<td>MEDIA/PR</td>
<td>Included</td>
<td>This module is used to manage media contacts, issue press releases, distribute press trip leads and track coverage of your destination and partners.</td>
</tr>
<tr>
<td>INVENTORY</td>
<td>Included</td>
<td>Allows users to easily manage products, view/update inventory, place orders, and streamline order processing. Orders can be tied to partners, clients, and events tracking.</td>
</tr>
<tr>
<td>Feature</td>
<td>Included/Not Included</td>
<td>Description</td>
</tr>
<tr>
<td>----------------------------------------------</td>
<td>-----------------------</td>
<td>---------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>SITE INSPECTIONS / FAMS</td>
<td>Included</td>
<td>Facilitates the creation and distribution of detailed itineraries for FAM Tours and Site Inspections. Then, automatically, tracks the exposure provided to participating Members / Partners.</td>
</tr>
<tr>
<td>DMO HOSTED EVENTS</td>
<td>Included</td>
<td>Allows for the tracking of participation at Bureau hosted networking events, workshops, etc. RSVP Integration is required for online registration and payment associated with events.</td>
</tr>
<tr>
<td>- Event Registration RSVP integration</td>
<td>$7,500 + $2,000/year</td>
<td>Discounted from $2,500/year</td>
</tr>
<tr>
<td>CO-OP MARKETING &amp; ADVERTISING</td>
<td>Not Included</td>
<td>This module provides the ability to add and track advertisements that your partners purchase.</td>
</tr>
<tr>
<td>- Promotions</td>
<td>$7,500 + $2,500/year</td>
<td>Allows partners to sign up for advertising and promotional opportunities via the extranet. DMO can use this module to collect listings, images, and other collateral required for the promotion. This module can also be used to manage and collect payments for promotions and advertisements.</td>
</tr>
<tr>
<td>MEDIA LIBRARY</td>
<td>$0 + $5,000/year</td>
<td></td>
</tr>
<tr>
<td>DATA INTEGRATION TOOLS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>FORM INTEGRATIONS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Form Builder</td>
<td>Included</td>
<td>The Forms API is required in order to publish forms to a website developed by a third party.</td>
</tr>
<tr>
<td>- Form API</td>
<td>$3,000 + $1,000/year</td>
<td>This specialized form provides a step by step process for submitting an RFP and includes basic facility search, room flow, the ability to include attachments, and... includes integration with one group (Group Sales by default). Additional forms can be added for $2,000 each.</td>
</tr>
<tr>
<td>- RFP Integration</td>
<td>$5,000 + $1,500/year</td>
<td></td>
</tr>
<tr>
<td>WEB API</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Listings &amp; Special Offers API</td>
<td>Not Included</td>
<td>The API or Data Feeds are required for 3rd party integration. The API provides full &quot;push/ pull&quot; connectivity between CRM and applications developed by 3rd parties, including documentation and support to allow developers the ability to call data from the databases <em>as well as</em> provide tracking information back to the Member/ Partner Benefits Summary for websites, mobil sites, kiosks, etc.</td>
</tr>
<tr>
<td>- Calendar of Events &amp; API</td>
<td>Not Included</td>
<td>$7,500 + $2,500/year.</td>
</tr>
</tbody>
</table>
### DATA FEEDS

<table>
<thead>
<tr>
<th>Feed</th>
<th>Included/Not Included</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Listings Feed</td>
<td>Not Included</td>
<td>$600/feed/year</td>
</tr>
<tr>
<td>Calendar of Events Feed</td>
<td>Not Included</td>
<td>$600/feed/year</td>
</tr>
<tr>
<td>Special Offers Feed</td>
<td>Not Included</td>
<td>$600/feed/year</td>
</tr>
</tbody>
</table>

### 3RD PARTY INTEGRATIONS

<table>
<thead>
<tr>
<th>Integration</th>
<th>Included/Not Included</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Meeting Broker Integration</td>
<td>Included</td>
<td>Meeting Broker Integration to push/pull leads and responses to/from Newmarket International's Delphi or Daylight sales &amp; catering systems for hotels.</td>
</tr>
<tr>
<td>MINT Integration</td>
<td>Included</td>
<td>FREE DMAI MINT Integration</td>
</tr>
<tr>
<td>EmpowerMINT RFP Integration</td>
<td>Not Included</td>
<td>$5,000 + $1,500/year.</td>
</tr>
<tr>
<td>DMAI Event Impact Calculator</td>
<td>Not Included</td>
<td>DMAI Event Impact Calculator Integration. Report integration billed separately or can be implemented against Support Hours. $2,000/year</td>
</tr>
<tr>
<td>ICCA Database Import Tool</td>
<td>Included</td>
<td>Tool for importing Excel Files containing profiles and history/futures that were exported from the ICCA database.</td>
</tr>
<tr>
<td>Outlook Integration</td>
<td>$1,500/year</td>
<td>This allows you to easily push emails from Outlook to CRM.</td>
</tr>
<tr>
<td>Event Integration</td>
<td>$4,000/year</td>
<td>Real-time sync between Cvent eRFP Application and Simpleview CRM Meeting Sales user group.</td>
</tr>
<tr>
<td>BizDip Customization</td>
<td>$1,500/year</td>
<td>Licensing and maintenance of BizDip form.</td>
</tr>
</tbody>
</table>

*As part of this agreement, Customer is allotted 250 support hours, which can be used at any time over a two-year term, at which point the hours will expire. Any overages during the contract term will be billed at $125/hour, or customer can purchase Additional Support Bundles at discounted rates and/or upgrade to the next CRM support level.*
## CMS LICENSING – CVB SITE - PRICING (IN USD)

<table>
<thead>
<tr>
<th>Website Development Core Engagement</th>
<th>Annual Licensing Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Navigation &amp; Content Management (CMS)</td>
<td>$9,000</td>
</tr>
<tr>
<td>Homepage Slideshow &amp; Interior Header Management (Image &amp; Video)</td>
<td>Included</td>
</tr>
<tr>
<td>Metatag Management</td>
<td>Included</td>
</tr>
<tr>
<td>Redirect Module</td>
<td>Included</td>
</tr>
<tr>
<td>Articles Module</td>
<td>Included</td>
</tr>
<tr>
<td>Content Ownership</td>
<td>Included</td>
</tr>
<tr>
<td>RSS Feeds</td>
<td>Included</td>
</tr>
<tr>
<td>Template Generator</td>
<td>Included</td>
</tr>
<tr>
<td>Site Search</td>
<td>Included</td>
</tr>
<tr>
<td>Hosting and Sitewide SSL Certificate</td>
<td>Included</td>
</tr>
<tr>
<td>Code Editor (CSS, Template &amp; Javascript Code Overwrite Capabilities)</td>
<td>Included</td>
</tr>
<tr>
<td>Responsive GEO Triggers (Listings, Coupons, Events)</td>
<td>Included</td>
</tr>
<tr>
<td>Add This Social Sharing</td>
<td>Included</td>
</tr>
<tr>
<td>Schema.org and Open Graph Tagging Capabilities</td>
<td>Included</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Core CRM Integrations</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Form Builder</td>
<td>$1,500</td>
</tr>
<tr>
<td>Partner Listings</td>
<td>$2,500</td>
</tr>
<tr>
<td>Calendar of Events</td>
<td>$2,000</td>
</tr>
<tr>
<td>Special Offers/Coupons</td>
<td>$1,000</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CMS Modules and Add-Ons</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Auto Responder</td>
<td>$2,000</td>
</tr>
<tr>
<td>Blog</td>
<td>$1,500</td>
</tr>
<tr>
<td>Calendar Snapshot</td>
<td>$1,000</td>
</tr>
<tr>
<td>Click to Compare</td>
<td>$2,500</td>
</tr>
<tr>
<td>Dynamic Content Serving</td>
<td>$5,500</td>
</tr>
<tr>
<td>Highlights Module</td>
<td>$1,000</td>
</tr>
<tr>
<td>Media Gallery</td>
<td>$1,000</td>
</tr>
<tr>
<td>Related Content Aggregator</td>
<td>$3,500</td>
</tr>
<tr>
<td>Special Alert</td>
<td>$500</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CMS Integrations</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Booking Engine - HTML Version</td>
<td>$500</td>
</tr>
<tr>
<td>Google Maps</td>
<td>$2,500</td>
</tr>
<tr>
<td>Open Table</td>
<td>$1,000</td>
</tr>
<tr>
<td>Weather Feed</td>
<td>$500</td>
</tr>
<tr>
<td>Yelp</td>
<td>$1,000</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CRM Integrations</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Event Registration Module</td>
<td>$2,500</td>
</tr>
</tbody>
</table>

Subtotal: $42,500

TOTAL COST: $42,500
<table>
<thead>
<tr>
<th>Website Development Core Engagement</th>
<th>Annual Licensing Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Navigation &amp; Content Management (CMS)</td>
<td>$4,500</td>
</tr>
<tr>
<td>Homepage Slideshow &amp; Interior Header Management (Image &amp; Video)</td>
<td>Included</td>
</tr>
<tr>
<td>Metatag Management</td>
<td>Included</td>
</tr>
<tr>
<td>Redirect Module</td>
<td>Included</td>
</tr>
<tr>
<td>Articles Module</td>
<td>Included</td>
</tr>
<tr>
<td>Content Ownership</td>
<td>Included</td>
</tr>
<tr>
<td>RSS Feeds</td>
<td>Included</td>
</tr>
<tr>
<td>Template Generator</td>
<td>Included</td>
</tr>
<tr>
<td>Site Search</td>
<td>Included</td>
</tr>
<tr>
<td>Hosting and Sitewide SSL Certificate</td>
<td>Included</td>
</tr>
<tr>
<td>Code Editor (CSS, Template &amp; Javascript Code Overwrite Capabilities)</td>
<td>Included</td>
</tr>
<tr>
<td>Responsive GEO Triggers (Listings, Coupons, Events)</td>
<td>Included</td>
</tr>
<tr>
<td>Add This Social Sharing</td>
<td>Included</td>
</tr>
<tr>
<td>Schema.org and Open Graph Tagging Capabilities</td>
<td>Included</td>
</tr>
<tr>
<td>Core CRM Integrations</td>
<td></td>
</tr>
<tr>
<td>Form Builder</td>
<td>$750</td>
</tr>
<tr>
<td>Partner Listings</td>
<td>$1,250</td>
</tr>
<tr>
<td>Calendar of Events</td>
<td>$1,000</td>
</tr>
<tr>
<td>CMS Modules and Add Ons</td>
<td></td>
</tr>
<tr>
<td>Calendar Snapshot</td>
<td>$500</td>
</tr>
<tr>
<td>Dynamic Content Serving</td>
<td>$2,500</td>
</tr>
<tr>
<td>Highlights Module</td>
<td>Included</td>
</tr>
<tr>
<td>Media Gallery</td>
<td>Included</td>
</tr>
<tr>
<td>Related Content Aggregator</td>
<td>$1,750</td>
</tr>
<tr>
<td>Special Alert</td>
<td>$250</td>
</tr>
<tr>
<td>CMS Integrations</td>
<td></td>
</tr>
<tr>
<td>Google Maps</td>
<td>$1,250</td>
</tr>
<tr>
<td>Open Table</td>
<td>Included</td>
</tr>
<tr>
<td>TripAdvisor</td>
<td>$750</td>
</tr>
<tr>
<td>Weather Feed</td>
<td>Included</td>
</tr>
<tr>
<td>Yelp</td>
<td>Included</td>
</tr>
</tbody>
</table>

Subtotal: $14,500

TOTAL COST: $14,500
simpleSupport 10 Overview

SimpleSupport allows you to bundle account planning, creative work, website development and future maintenance and support needs under one umbrella for simple budgeting all while taking advantage of a discounted hourly rate. Your SimpleSupport plan will also provide extra value offers and incentives to help stretch your marketing budget further. Rollover hours can be used or saved for larger initiatives, work orders or new modules and any unused hours can be rolled over to the next year’s SimpleSupport plan, if contracted.

Specifications

This SimpleSupport plan includes the following:

- 126 Total Support Hours
  - 10 Support hours per month (for a total of 120 hours for the year)
  - .5 bonus hour included per month (for a total of 6 hours for the year)
- $100 hourly rate (vs. $125/hour standard hourly rate)
- Monthly Planning call with Account Manager
- 2 days of consulting at Simpleview’s offices
- Access to Ticketing System
- Access to User Forum

Cost Summary

<table>
<thead>
<tr>
<th>SimpleSupport 10</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monthly Cost</td>
</tr>
<tr>
<td>Total Annual Cost</td>
</tr>
</tbody>
</table>

Simpleview will provide monthly time logs and a reconciliation of total hours utilized during the term of the Support agreement.

Support hours can be applied to new work orders by request. Should all support hours be utilized, a separate invoice will be generated at our prevailing hourly rates to cover those costs, or you can move to the next level of SimpleSupport.

Simpleview will offer up to a 60-day grace period from the expiration date of a SimpleSupport plan for any customer who does not renew – any required support will be billed at the $125/hour standard rate until a new agreement is in place at which point Simpleview will retro back the billing to the SimpleSupport rate of $100/hour. If the grace period ends and a new SimpleSupport plan hasn’t been approved, any unused hours would then be forfeited by the client.
SEO Overview

There’s more to a great DMO site than what you see on the surface. Simpleview can help you optimize and understand your site’s performance at a deeper level. The best site in the world has little value if nobody finds it. Our Organic SEO services deliver long-term improvements in site traffic, enhancing your site value and building ROI for your website investment.

At the beginning of new SEO engagement, Simpleview gathers members of the search engine marketing team, developers and account managers to review the project scope, goals and objectives in an Internal Strategy Session. Once this has taken place, the Simpleview account manager will schedule a Kick-Off Meeting with the client to introduce the team, review marketing strategies and Key Performance Indicators that will be set up and tracked in Google Analytics. Once this meeting has taken place, a full site review will commence and a Technical Barrier Analysis Report will be delivered to the client documenting the technical barriers on the website, which will provide a guideline for early optimization activities.

Organic Activities

Website marketing is an ongoing process that only begins when your site is launched. From that point on, our job is to continually refine and evolve your site, building on strengths and correcting weaknesses to constantly improve your traffic quality and volume, increase bookings, build your databases and meet other goals.

Our website analytics services start with correctly installing Google Analytics throughout your site to provide detailed information on visitors and their behaviors. Monthly activities include reviewing inbound search terms, studying traffic patterns and analyzing engagement statistics to provide recommendations on website refinements and marketing initiatives to increase your website returns. Our organic optimization activities will be customized to meet the specific needs of your company and may include the following organic activities:

- **Website Reporting:** We will provide monthly reports that detail your website traffic, engagement statistics, search engine rankings, and more.

- **Annual SEO Account Plan:** At the beginning of your new contract, your SEM analyst will send you a document which lays out the specific SEO activities that will be done on your site throughout the year. This document can change or be added to at any time, based on your needs or emergencies that arise.

- **Constant Monitoring:** Our Search Engine Marketing specialists are vigilant in completing checks of your website, ranking analysis, Google Analytics and Webmaster Tools accounts to find and correct any crawl errors that occur on an ongoing basis. This is all behind-the-scenes maintenance that takes place that you never have to worry about – we’ve got you covered!

- **Competitive Analysis:** Our team reviews competitor websites for targeted keyword phrases and analyzes a number of factors; including domain age, backlinks, and on-page optimization, for your website and competitor websites. Based on this information we establish recommendations in areas where the client website is not the top-ranked domain for specific terms and deliver a comprehensive report that outlines actionable items to increase rankings for targeted keywords.

- **Keyword Research and Analysis:** We will develop a comprehensive keyword list specific to your company based on a thorough analysis of your current website and our proprietary keyword database. We will utilize this list to monitor your monthly rankings. We will provide a monthly report based on 25 of your main keywords.

- **Audit & Correct Technical Barriers:** At the beginning of any new engagement, our SEM team will do a thorough analysis of your website and identify any technical barriers the search engines may encounter (e.g. header tags, duplicate content issues, html sitemap). This information is provided in the Barrier Analysis Report and will act as a guideline for organic activity for the first 4-6 months of your campaign.

- **Content Audit & Consultation:** Our SEO Analysts will examine your sites content and assess for relative strengths and weaknesses in order to prioritize optimization activities. Your analyst will then provide you with a content development strategy that will detail areas needing improvement as well as opportunities for new content creation.

- **Meta Tag Creation & Implementation:** We will customize the meta titles and meta descriptions on your website to ensure that the search engines are properly indexing pages, which may increase search rankings and ensure that visitors are finding the information that they are looking for.
- On-Page Optimization: Our team of experts will analyze the top landing pages, content pages and campaign landing pages on your website and make recommendations for updating content, new content, html tags, along with updates to meta tags. Proper linking strategies will also be recommended to help pass PageRank to interior pages on your website.

- Redirects & Friendly URLs: The SEO team will make recommendations for friendly URLs that make pages more accessible to both search engines as well as to visitors. Our developers can set up these redirects properly, as well as ensure that any existing redirects on the website have been set up correctly. Our team can also set up redirects for any alternate domains that you may own.

- Tracking for Marketing Initiatives: Our SEO Analysts will set up campaign URLs so that your marketing campaign can be properly tracked and reported on. We will also review any campaign landing pages to ensure that they are properly optimized for the best performance.

- Link Building Strategy: One of the most effective ways to optimize your site’s performance is by encouraging other sites link to it. Search engine algorithm updates, like Google Panda, support organic link building over link collection. Using the latest in link building techniques, your SEM analyst will work with you to develop a custom strategy that builds relevant links to your site.

- Annual Summary: The annual summary details a 12-month overview of website traffic statistics to review search engine optimization results, traffic sources and website engagements. This summary will showcase SEO performance, including goals and conversions for the previous year’s activities.

## SEO Cost Summary

<table>
<thead>
<tr>
<th>Service Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Organic SEO and Reporting for Irving Convention &amp; Visitors Bureau ($3,000/month)</td>
<td>$36,000/year</td>
</tr>
<tr>
<td>Organic SEO and Reporting for Irving Convention Center ($2,000/month)</td>
<td>$24,000/year</td>
</tr>
</tbody>
</table>

*Additional development and design, including the cost of creative resources (banner creation, video production, Flash programming, etc), which are not designated in the scope of work, will be billed at our normal billable rate plus 15% project management fee.
PPC Overview

The Irving PPC Program will supply ivin@gexas.com and irvingconventioncenter.com with a 50/50 split of steady qualified traffic. Campaigns will focus on creative ways to drive traffic as it relates to Meetings, as this is the main concentration area for the Irving Convention & Visitors Bureau. Additional ads/campaigns will be added as needed and defined by Irving Convention & Visitors Bureau and Simpleview. This contract does not include any creative production.

- **Kickoff Call:** Every SEM contract launches with a kickoff call between Simpleview and the client to review overall website and marketing goals. Geo-targeting, key performance metrics and conversions will be identified. These metrics will determine overall SEM campaign structure and strategy.

- **Keyword Research:** Simpleview will perform keyword research to determine keyword inventory and an appropriate strategy to accomplish the account goals identified in the kickoff call. Varying match types will be used based on account goals including broad, modified, phrase and exact.

- **Ad Copy Creation:** Simpleview will develop customized ad copy based on identified target keywords and expert SEM best practices. Features such as dynamic keyword insertion, site link extensions, location extensions, mobile bid adjustments, and conversion optimization will be leveraged to ensure fresh, high-performing search ads.

- **Launch Plan Review:** Simpleview will supply Irving Convention & Visitors Bureau with an html export of the proposed plan and schedule a follow-up phone call to discuss. A typical SEM engagement will be comprised of up to a maximum of 6-8 campaigns. Questions and concerns will be addressed at this time. The plan will be re-worked as necessary for up to two rounds of feedback from Irving Convention & Visitors Bureau.

- **Account Set up and Implementation:** Simpleview will set up a Google AdWords account on behalf of Irving Convention & Visitors Bureau. This account will be directly tied to Irving Convention & Visitors Bureau's Google Analytics account and will be property of Irving Convention & Visitors Bureau. The account and campaign will launch either at a pre-determined launch time (typically day 1 or 15 of the month) or 24-48 hours from plan approval if the pre-determined date has passed.

PPC Cost Summary

<table>
<thead>
<tr>
<th>Duration of PPC Media Buy: October 1st 2019– September 30th 2020</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Total Annual Media Spend</strong></td>
</tr>
<tr>
<td>($2,000/month x 12 months - average)</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td><strong>$24,000</strong></td>
</tr>
<tr>
<td><strong>PPC Management ($600/month x 12 months)</strong></td>
</tr>
<tr>
<td>Campaign Set-Up Fee</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td><strong>$7,200</strong></td>
</tr>
<tr>
<td><strong>Total Annual PPC Cost</strong></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td><strong>$31,200</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Duration of PPC Media Buy: October 1st 2020– September 30th 2021</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Total Annual Media Spend</strong></td>
</tr>
<tr>
<td>($3,000/month x 12 months - average)</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td><strong>$36,000</strong></td>
</tr>
<tr>
<td><strong>PPC Management ($833.33/month x 12 months)</strong></td>
</tr>
<tr>
<td>Campaign Set-Up Fee</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td><strong>$10,000</strong></td>
</tr>
<tr>
<td><strong>Total Annual PPC Cost</strong></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td><strong>$46,000</strong></td>
</tr>
</tbody>
</table>
Accelerated Mobile Pages (AMP)

Accelerated Mobile Pages (AMP) is an open-source web technology created to improve website performance on mobile devices. Webpages using AMP load almost instantaneously on mobile devices, which help to enhance a user's experience on your site.

Specifications
Simpleview will implement the feature set below:

### Analytics

<table>
<thead>
<tr>
<th>GA Tag</th>
<th>Simpleview will ensure that your basic Google Analytics tracking code functions properly on all AMP pages.</th>
</tr>
</thead>
<tbody>
<tr>
<td>GTM Tag</td>
<td>Simpleview will install Google Tag Manager on your AMP pages so that you can manage AMP compatible tracking tags on all content.</td>
</tr>
</tbody>
</table>

### Session
Our Analytics Solutions Developers will adjust advanced GA settings to ensure that users and sessions are tracked continuously across AMP and regular content.

### Event Tracking
Our Analytics Solutions Developers will replicate advanced event tracking on listing, event, and offer interactions (referrals, social media clicks, booking clicks, etc) on AMP pages.

### Consolidated URL Tracking
Analytics Solutions Developers will create a custom dimension in GA to allow you to consolidate page views for standard and AMP URLs easily when reporting and analyzing content performance.

### Executions

<table>
<thead>
<tr>
<th>Listings Detail Pages</th>
</tr>
</thead>
<tbody>
<tr>
<td>Events Detail Pages</td>
</tr>
<tr>
<td>Coupons Detail Pages</td>
</tr>
<tr>
<td>Blog Index &amp; Detail Pages (if applicable)</td>
</tr>
</tbody>
</table>

Cost Summary
The cost outlined below includes the project management fee, implementation and training. The quote is valid for thirty days. Any change or addition to the above scope of work will result in the creation of a new work order.

<table>
<thead>
<tr>
<th></th>
<th>One-Time Fee</th>
<th>Annual Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annual Licensing</td>
<td></td>
<td>$2,500</td>
</tr>
<tr>
<td>Analytics Set-Up (Waived for Active SEO Customers)</td>
<td>$1,000</td>
<td></td>
</tr>
<tr>
<td>Total Costs</td>
<td></td>
<td>$2,500/Year</td>
</tr>
</tbody>
</table>
Social Content Creation powered by Stackla

According to Google's 5 Stages of Travel, the process of researching, planning and executing a trip directly contributes to shared experiences that inspire others to repeat the travel purchase cycle. Social Content Curation powered by Stackla will allow your DMO to take advantage of this process and continuously inspire travelers to visit your destination.

Simpleview will implement the Curate tier feature set below:

<table>
<thead>
<tr>
<th>Content Discovery</th>
<th>Curate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Content Search Terms</td>
<td>50</td>
</tr>
<tr>
<td>Owned Social Feeds</td>
<td>✓</td>
</tr>
<tr>
<td>Earned Social Feeds (UGC)</td>
<td>✓</td>
</tr>
<tr>
<td>Direct Web / Mobile Upload Form (GoConnect)</td>
<td>✓</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Moderation, Curation &amp; Rights</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Curation Dashboard</td>
<td>✓</td>
</tr>
<tr>
<td>Advanced Content Filters</td>
<td>✓</td>
</tr>
<tr>
<td>Visual Recognition</td>
<td>10,000 / month</td>
</tr>
<tr>
<td>Rights Management (via response)</td>
<td>✓</td>
</tr>
<tr>
<td>Rights Management (via registration)</td>
<td>✓</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Content Use Cases</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Unlimited Website Widgets</td>
<td>✓</td>
</tr>
<tr>
<td>Custom Branded Layouts and Templates*</td>
<td>✓</td>
</tr>
<tr>
<td>Interactive Website 'Social Map'</td>
<td>✓</td>
</tr>
<tr>
<td>Events Screens (Social/VC/Meetings Walls)</td>
<td>✓</td>
</tr>
<tr>
<td>Social Posting</td>
<td>✓</td>
</tr>
<tr>
<td>Facebook &amp; Instagram Ads</td>
<td>✓</td>
</tr>
<tr>
<td>Email Integration</td>
<td>✓</td>
</tr>
<tr>
<td>Social Commerce (Linking content to listings)</td>
<td>✓</td>
</tr>
<tr>
<td>Contests &amp; Competitions</td>
<td>✓</td>
</tr>
<tr>
<td>Widget Customizations (API Development)*</td>
<td>✓</td>
</tr>
<tr>
<td>Asset Manager (250GB Storage)</td>
<td>✓</td>
</tr>
<tr>
<td>UGC Asset Editing (in browser)</td>
<td>✓</td>
</tr>
<tr>
<td>Chrome Extension</td>
<td>✓</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Integrations</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Simpleview Social Platform Licensing &amp; Hosting</td>
<td>✓</td>
</tr>
<tr>
<td>Barberstock Integration</td>
<td>✓</td>
</tr>
<tr>
<td>Simpleview CMS Integration</td>
<td>✓</td>
</tr>
<tr>
<td>Simpleview CRM / DMS Integration***</td>
<td>✓</td>
</tr>
<tr>
<td>Google Analytics Integration</td>
<td>✓</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Users, Support &amp; Training</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>User Admin Seats</td>
<td>5</td>
</tr>
</tbody>
</table>

Initial Implementation of 5 widgets on website by our expert staff (Requires access to CMS) | ✓
Cost Summary

The cost outlined below includes the project management fee, implementation and training. The quote is valid for thirty days. Any change or addition to the above scope of work will result in the creation of a new work order.

| Social Content Curation – Curate Tier | $12,000/year |

The term of this agreement is for a period of twenty four (24) months effective from the launch of the Social Content Curation Platform or (60) days after signature, whichever comes first. This work order will renew at the end of the defined term for another twelve (12) months unless written notice is provided to Simpleview no later than 30-days prior to the effective end date.
Conversion Rate Optimization – Lite (10/1/2020 – 9/30/2021)

One of the most crucial metrics that DMOs should monitor is conversion. For DMOs this doesn’t always mean a sale, but does indicate that a visitor completed some action that pushes them further down the funnel. No matter how well your site is designed or how many visitors it receives, you can make the conversion process easier and more efficient, leading to better results for your site. Not only will a good CRO strategy help a site earn more leads, referrals, etc., but it will make the site more valuable to its partners by increasing awareness and visits to your destination.

Specifications
Simpleview will implement the **We Test (CRO Lite)** tier feature set below:

<table>
<thead>
<tr>
<th>CRO A La Carte Options</th>
<th>We Help</th>
<th>You Test</th>
<th>We Test (CRO Lite)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Length of Engagement</td>
<td>2-4 weeks</td>
<td>4-6 weeks</td>
<td>3-4 months</td>
</tr>
</tbody>
</table>

**Strategy & Planning**

| Advanced CRO Findings Report (Marketing, Analytic, Heuristic, and Technical Analysis, Mouse Tracking, User Testing, Visitor Flow Analysis) | | ✔ |
| Testing Roadmap | ✔ | ✔ |
| Who Provides Testing Idea? | Client | Simpleview | Simpleview |

**Testing**

| Test Setup and Sourcing | 1 | 1 | 6 |

**Measurement & Reporting**

| Monthly Progress Report and Final Report at the end of the Quarter | ✔ | ✔ | ✔ |
| Final Experiment Report and Review | ✔ | ✔ | ✔ |

| One-Time Fee | $1,000/per test | $5,000 | $10,000 |
Cost Summary

The cost outlined below includes the project management fee, implementation, and testing. The quote is valid for thirty days. Any change or addition to the above scope of work will result in the creation of a new work order.

<table>
<thead>
<tr>
<th>CRO A la Carte - CRO Lite</th>
<th>$10,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Cost</td>
<td>$10,000</td>
</tr>
</tbody>
</table>

*Additional development and design, including the cost of creative resources which are not designated in the scope of work will be billed at our normal billable rate of $125 per hour or by leveraging an existing SimpleSupport plan if necessary.

Administrative Access

Client agrees to provide Simpleview with administrative access to the website if Simpleview does not currently manage their website. Conversion optimization activities cannot commence until Simpleview has full Analytics access, FTP access to website and CMS (if applicable). If client has an existing Google Analytics account, Simpleview will need to be added to that account as an administrator.

Authorization to Proceed

In order for Simpleview to proceed with the project execution, we will need your signature accepting the project and budget. By signing this document, the parties agree to the scope of the Services as set forth herein. Client also agrees that any changes to the Project Specifications requested by Client may result in an increase to the fees.

Both parties agree to make all commercially reasonable efforts to complete the project and the Services in the timeliest manner possible. The client acknowledges that Simpleview’s ability to meet the delivery dates is subject to timely interaction with the client’s marketing and web team.

IN WITNESS WHEREOF, the Parties have caused this agreement to be executed by their respective duly authorized officers on the date written below.
Irving Convention Center Website Redesign

Simpleview will update the Irving Convention Center website and complete a Website Redesign starting on 10/1/2020.

Cost Summary

The cost outlined below includes the project management fee, implementation and training. The quote is valid for thirty days. Any change or addition to the above scope of work will result in the creation of a new work order.

<table>
<thead>
<tr>
<th><strong><a href="https://www.irvingconventioncenter.com/">https://www.irvingconventioncenter.com/</a> Website Redesign</strong></th>
<th><strong>One-Time Fees</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Responsive Sitemap Consultation, Content Audit &amp; Content Roadmap</td>
<td>$6,000</td>
</tr>
<tr>
<td>Destination Immersion (T&amp;E Costs Not Included)</td>
<td>$7,000</td>
</tr>
<tr>
<td>Responsive Strategy, Usability &amp; Design Development</td>
<td>$25,000</td>
</tr>
<tr>
<td>Content Collection- Page Creation &amp; Data Migration</td>
<td>$4,000</td>
</tr>
<tr>
<td>SEO Site Transition Program</td>
<td>$4,500</td>
</tr>
<tr>
<td>Project Management Fee</td>
<td>$7000</td>
</tr>
<tr>
<td><strong>Website Refresh Cost:</strong></td>
<td>$54,000</td>
</tr>
</tbody>
</table>
Marketing Automation powered by Act-On (10/1/19 – 9/30/21)

Marketers: You’ll have a well-crafted suite of intuitive and easy-to-use marketing tools at your fingertips to manage the lifecycle of customer engagement and orchestrate coordinated programs across departments and channels.

Sales: You’ll have your own Act-On view, right in your CRM if you use one. Get prioritized leads daily, alerts for important web visitors, and complete lead profiles with activity histories – no matter where you are on the web.

<table>
<thead>
<tr>
<th>Act-On Platform Nuts &amp; Bolts</th>
<th>How You Benefit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Email Marketing Engine</td>
<td>Intuitive, powerful, and robust, our email engine lets you control every aspect of your campaigns, including sending in the recipient’s time zone. Use A/B split testing to determine which email will deliver the results you want. Deliverability tools include email fatigue suppression level settings.</td>
</tr>
<tr>
<td>Email Composer</td>
<td>You don’t need HTML skills to build responsive design emails that look great on any device; the streamlined Composer makes it easy. Test how your message will look across different devices. Plus: free high-quality stock photographs for your use.</td>
</tr>
<tr>
<td>Automated Programs</td>
<td>Use drag-and-drop tools to set up drip and nurture campaigns that automatically run at the right cadence and frequency. Determine your own entrance and exit criteria, and monitor results in real time in a highly visual display. Create onboarding programs, loyalty programs, trigger emails, thank-you pages, and see your results.</td>
</tr>
<tr>
<td>Act-On Anywhere</td>
<td>No matter what web-based environment you’re in, you can click the Act-On Anywhere icon to access your Act-On features, including the activity history for any person matching an email in your Act-On database. Marketers can stay in their CMS or any other program; sales reps can work in their CRM, or LinkedIn, or email program, etc.</td>
</tr>
<tr>
<td>Lead Scoring</td>
<td>Two words: increased revenue. Lead scoring dramatically increases your ability to engage prospects, qualify leads, and identify those who are sales-ready.</td>
</tr>
<tr>
<td>Website Visitor Tracking</td>
<td>Learn who is visiting your website: what company they’re from, which pages they visit, and what they download. With this intelligence, marketers can optimize messages and campaigns, and sales knows how to begin the conversation.</td>
</tr>
<tr>
<td>Landing Pages &amp; Forms</td>
<td>Create responsive landing pages that use dynamic personalization to boost your conversion rates, and progressive forms that help build relationships at a comfortable pace. Professional landing pages and forms are easy to build, easy to A/B test, and quick to deploy, from your favorite template or from scratch.</td>
</tr>
<tr>
<td>Social Marketing</td>
<td>Use Social Publish to schedule and share assets on Facebook, Twitter, and LinkedIn. Use the Twitter Prospector to find leads. Check out how your social traffic stacks up to the competition. Track your AdWords spend to actual closed sales and revenue.</td>
</tr>
</tbody>
</table>
Cost Summary

The cost outlined below includes project management fee, implementation and licensing. The quote is valid for 30 (thirty) days. Any change or addition to the above scope of work will result in the creation of a new Work Order.

<table>
<thead>
<tr>
<th>Contract Item</th>
<th>One-Time Fee</th>
<th>Annual Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Implementation - completed</td>
<td>One Time</td>
<td>-</td>
</tr>
<tr>
<td>Term*</td>
<td>2 Year</td>
<td>-</td>
</tr>
<tr>
<td>Purchased Contacts</td>
<td>20,000</td>
<td>$10,872</td>
</tr>
<tr>
<td>Total Allowed Contacts</td>
<td>22,000</td>
<td>-</td>
</tr>
<tr>
<td>Overage Rate per contact**</td>
<td>$0.02736</td>
<td>-</td>
</tr>
<tr>
<td>User Logins (additional users $100/month/user)</td>
<td>5 Marketing Users &amp; 15 Sales users</td>
<td>Included</td>
</tr>
<tr>
<td>Email Send Volume</td>
<td>Unlimited</td>
<td>Included</td>
</tr>
<tr>
<td>Total Costs</td>
<td>-</td>
<td>$10,872/year</td>
</tr>
</tbody>
</table>

*Annual term dictates allotted growth percentage. 2 year = 20%, 3 year = 30%

**We will attempt to notify any client who exceeds their allotted contact allocation to negotiate new terms or decrease their usage. However, we reserve the right to charge the overage fee above if, during any given month, the customer exceeds the maximum allowed contacts.

Terms & Conditions

This work order sets the fees for the associated Marketing Automation services to be provided by Simpleview for the client, for a total of 24 months starting at launch of platform or 30-days after signature, whichever comes first. At the end of the defined 24 month term, this work order will auto-renew for additional 24 month terms unless written notice is provided to Simpleview no later than 60 days prior to the end date of said term.
Simpleview Performance Framework

Destination marketing has become more complex. The role of destination marketing organizations (DMOs) has expanded from simply marketing the destination to now solving intricate destination management issues. DMOs are now under a higher level of scrutiny to prove their value, which means DMOs need better ways to evaluate their marketing programs.

The explosive growth of digital marketing has complicated things by introducing hundreds of new marketing key performance indicators (KPIs). The sheer volume of metrics and marketing channels have made it difficult to have a holistic view of your marketing activities, and, more importantly, determine which have the biggest impact on your complex tourism economy.

DMOs typically measure success against hotel expenditures such as hotel revenue, occupancy rates, and revenue per available room. But how do you know which of your marketing activities has the biggest impact on your tourism economy? That's where our Simpleview Performance Framework comes in.

Simpleview’s Solution

Our team of data scientists have years of experience evaluating data from hundreds of DMOs. This wealth of experience has given us unique insights into DMO marketing performance. Our team of engineers have embraced the concept of Big Data and applied data science techniques to develop the industry-leading destination marketing performance framework, the Simpleview Performance Framework (SPF).

We have integrated every possible marketing KPI a DMO can measure into a holistic data warehouse that aggregates all of your KPIs at once. By looking at things through this lens, we can translate marketing activities into an economic formula that demonstrates the potential economic value (PEV) to your destination. For the first time ever, DMOs can measure the value of marketing activities in near real-time allowing them to strategically evaluate which marketing investments are driving the highest return representation of the basic principles of SPF.

The SPF is a data warehouse that automatically captures your marketing data in a central database and applies machine learning and artificial intelligence to identify patterns and trends that are nearly indistinguishable to the human eye.

For example, using regression modeling, we can identify patterns and relationships between social media activity and website activity, or the relationship between TV commercials in a market and website activity. This enables DMOs to finally see how their marketing activities work together.
To bridge the gap between DMO marketing and the customer, we have broken down the SPF based on the customer path to purchase: awareness, consideration, conversion, experience, and advocacy. For each stage of the path to purchase, we’ve identified every possible KPI to easily identify performance.

The SPF recognizes that promoting a destination isn’t just about marketing it. Destination management is the counterpart to marketing and is a growing trend across DMOs throughout the world. Some destinations, such as Barcelona and Venice, are dealing with overcrowding; whereas other destinations are seeking to grow the volume of visitors. Marketing isn’t the only way to achieve growth for a visitor economy.

Our data-driven approach looks at the whole picture to provide insights for all aspects of destination growth. We understand that not all DMOs have the ability to influence the management side of a destination, however, we believe that seeing the whole picture creates opportunities to achieve that growth.

Using data science techniques, we are able to uncover all manner of destination marketing and destination management insights and opportunities. This data-driven approach will ensure you can focus on what matters and not get bogged down in analysis paralysis from too much data.

Economic Modeling

Historically, determining ROI has been a challenge for DMOs. What we’ve come to realize is that there is not a direct ROI for leisure marketing campaigns, but rather an implied ROI that is influenced by several external factors. With this approach in mind, we’ve used regression modeling to identify patterns and develop an inferred ROI with a high level of probability. The more years of your destination data we use, the greater the accuracy of our economic models.

A major output of the SPF is our economic modeling. Using destination-specific data, we have been able to develop economic formulas that turn your marketing measures into an economic number. Essentially, the SPF will allow DMOs to attribute marketing activities to the PEV they contribute to their destination.

Potential Economic Value (PEV)

The PEV used in SPF is equivalent to the potential economic value your marketing activities directly influenced. Since true ROI is difficult to measure for DMOs, we’ve spent years evaluating how to measure ROI and realized that it’s not possible—although there is enough data to build predictive models using trends and associations. With enough historical data, we can establish predictive models factoring in external elements such as currency fluctuations, GDP, natural disasters, and more. This is how we arrive at your PEV.
We use your destination economic data to customize a PEV formula for your destination. The PEV is a complex formula that includes hotel revenues, average daily rate, consumer average length of stay, average spend per visitor, consumer source market, and much more.

![Hotel Expenditures (HE) vs. Potential Economic Value (PEV)](image)

Image: Comparing actual hotel expenditures to the PEV generated from marketing activities.

**Potential Partner Revenue (PPR)**

Potential partner revenue (PPR) is the potential revenue your marketing activities have provided for each specific stakeholder or member.

Stakeholders are constantly wanting to see the value you are providing them. Essentially, they want to see how your efforts are creating revenues for them. With the PEV calculation, you can begin to share some of this data with your stakeholders if/when needed.

**Attribution Modeling**

With so many channels and marketing tactics available, it can be difficult to fairly analyze marketing activities. We know it’s critical to see the end-to-end performance of all of your marketing activities, but marketing tactics are often evaluated in isolation.

For example, the cost-per-click and click-through-rate for paid ads are usually the most common performance indicators. However, looking at these metrics does not answer important questions like what happens after a consumer clicks on one of your display ads? What is the difference in how each of your display ads performed in leading to your website? What was the targeting strategy and can you compare the end-to-end performance of each consumer segment? These are tough questions, but answering them will significantly improve your marketing performance.

High-performing DMOs know that it’s critical to see how each and every marketing investment works together—especially since these marketing activities take considerable effort and resources to execute.

The SPF system includes digital attribution models that connect marketing activities to each other. This gives you a single, integrated view into the performance of every marketing dollar you spend. This complex attribution modeling helps you take the guesswork out of how your campaigns are performing.

**Campaign Reporting**

We believe that data without insights and recommendations is a wasted opportunity for your organization. Our SPF is designed to be a near real-time analysis engine from which we can monitor and analyze all aspects of your marketing programs.
We will work with your team to identify the exact types and frequency of reports required. For example, we may do a monthly tactical report with quick wins. Or we may provide quarterly executive reports that outline a three-month strategy based on the last quarter.

<table>
<thead>
<tr>
<th></th>
<th>Campaign 1</th>
<th>Campaign 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cost</td>
<td>$110,410</td>
<td>$21,510</td>
</tr>
<tr>
<td>Impressions</td>
<td>2,400,269</td>
<td>2,302,489</td>
</tr>
<tr>
<td>Clicks</td>
<td>309,329</td>
<td>37,741</td>
</tr>
<tr>
<td>CPC</td>
<td>$0.36</td>
<td>$0.57</td>
</tr>
<tr>
<td>CTR</td>
<td>12.89%</td>
<td>1.64%</td>
</tr>
<tr>
<td>Website Users</td>
<td>264,009</td>
<td>36,652</td>
</tr>
<tr>
<td>Travel Intent Indicators</td>
<td>71,526</td>
<td>24,111</td>
</tr>
<tr>
<td>PEV</td>
<td>$54.3 MM</td>
<td>$18.5 MM</td>
</tr>
<tr>
<td>ROI</td>
<td>491</td>
<td>863</td>
</tr>
</tbody>
</table>

Image: We build custom attribution models for each target audience. By understanding who we are targeting and with what ad, we then correlate the ad performance to the next step, which is usually your website.

Our analysis goes much deeper than traditional approaches to help DMOs see the whole picture. In the campaign comparison above, most marketers would hone in on the CPC and CTR of Campaign 1, which is strong. However, when we analyze the outcomes of those ads to evaluate the actions on the DMO website, a different story emerges. Campaign 2 drove a better ratio of travel intent indicators (TII) and PEV. This essentially means the ROI of Campaign 2 was higher.

With our in-depth attribution and economic modeling, SPF will help you increase your digital marketing performance across all channels. Using the SPF, you'll be able to quickly compare campaign performance against previous campaigns, and, more importantly, receive deep actionable campaign insights.

Included in SPF
- Regression modeling analytics
- Potential partner revenue (PPR)
- Potential economic value (PEV)
- Travel intent indicators (TII)
SPF Benefits

- Demonstrating value to partners through PPR
- Advanced consumer intelligence to improve your entire marketing program
- Quantify the PEV of your marketing activities
- Compare the effectiveness of your marketing programs
- Optimize marketing investments
- Identify trends and patterns
- Utilize data science to plan better campaigns
- Year-over-year marketing analysis
- Apply weighting to long-haul and international marketing activities

Non-Disclosure

The SPF includes proprietary formulas and methodologies. To protect our intellectual property, we may require some of your staff to sign a non-disclosure agreement. This scenario would occur when staff request to see the exact formulas and methodologies used.

Cost Summary

Pricing for the Simpleview Performance Framework is as follows:

<table>
<thead>
<tr>
<th>Service</th>
<th>Annual Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Simpleview Performance Framework *Case Study Pricing</td>
<td>$45,000</td>
</tr>
<tr>
<td>Data Connectors and APIs</td>
<td>Included</td>
</tr>
<tr>
<td>KPI Audit and Consultation</td>
<td>Included</td>
</tr>
<tr>
<td>Strategic Analysis</td>
<td>Included</td>
</tr>
<tr>
<td>Quarterly Executive Analysis Reports</td>
<td>Included</td>
</tr>
<tr>
<td>Total Costs (2-year term)</td>
<td>$45,000/Year</td>
</tr>
</tbody>
</table>

*Note that some features are still in development and may be adjusted. For this reason, the discounted case study pricing is applied. The term of this agreement is for a period of twenty-four (24) months effective from the date of signature. This statement of work will renew at the end of the defined term for another twelve (12) months unless written notice is provided to Simpleview no later than 30 days prior to the effective end date.

In order for Simpleview to proceed with the project execution, we will need your signature accepting the project and budget.
Sentiment Research

Marketing continues to evolve and become more complex. One consistent trend is the power and proliferation of social media. Now more than ever before, consumers can share their thoughts and opinions of their travel experience and your destination at any time. For DMOs, this means consumer perceptions of your destination play a vital role in influencing travel behaviors.

Sentiment Research is the process of curating and analyzing real-world consumer commentary about your destination, brand, stakeholders, and marketing campaigns.

The vast amount of data being generated has created modern research methods that harnesses consumer sentiment about your destination.

Simpleview’s Solution

Simpleview has developed a comprehensive destination research process to mine social media channels, forums, blogs, reviews, and more for insights to help DMOs improve their product, brand, marketing effectiveness, and even mitigate PR disasters. What sets us apart from other research efforts is that our strategists translate the research into clear actions for your destination.

Destination Health Analysis

Your destination brand is the cumulation of what residents, visitors, and people say or feel about your destination. These perceptions are developed through experiences, media stories, pop culture, and marketing efforts.

Creating a research-based brand starts with understanding consumer sentiment towards your destination. What are visitors actually saying about your destination and brand?

Our Destination Health Analysis scours reviews, social media posts, and news articles going as far back as 2008 to determine what people say about your destination. We are able to evaluate your destination across a myriad of industry sectors, including:

- Hotels
- Restaurants
- Attractions
- Activities
- Transportation
- And more...
Our Destination Health Analysis provides a qualitative and quantitative evaluation of what consumers are saying about your destination. The DHA will be built custom to your destination and your preferences.

Typical types of data found include:
- Trends for length of stay in your area
- Visitor demographics such as Couples, Weddings, Family, Work, etc.
- Travel Motivators - what are the most common features that bring visitors to your destination?
- Socially mentioned / searched attractions or landmarks in your destination
- Average ratings of listings across multiple sites such as TripAdvisor, Google Reviews, Facebook, etc.
- Sector Analysis for your various types of listings in the form of cleanliness, service, value, location, etc.
- Custom sentiment data built around your destination such as wine trails, breweries, outdoor adventure, pet-friendly, golf, etc.

Upon completion, the Destination Health Analysis will allow you to:
- Create a clear and actionable road map for:
  - Content Creation
  - Marketing Campaigns
  - Destination Development Strategies
- Establish annual stakeholder performance benchmarks
- Identify strengths and weaknesses of your destination experience
- Understand consumer perceptions of your destination

Industry Benchmarking
Your stakeholders play a vital role in the visitor experience and therefore it’s important to understand how your stakeholders are performing. We will establish Industry Benchmarks provide your DMO with insights as to how consumers perceive your destination and your stakeholders. These benchmarks help you to build destination development strategies, or industry education programs, and much more.
As part of the Destination Health Analysis, the Industry Benchmarks evaluate your stakeholders on review sites such as TripAdvisor, Facebook, and Google. The benchmark logs the volume of reviews and quality score (out of 5) on each platform. Each sector will have industry averages that individual businesses can be compared against. When measured year over year, you can identify how your industry has shifted and which sectors or businesses have made the biggest gains.

Image: Sector qualitative benchmark identify underperforming sectors and businesses.

Destination Health Analysis: Deliverables

The Destination Health Analysis includes two deliverables:

1. A custom Destination Health Report (includes industry benchmarking), delivered and presented yearly

   * LISTEN: Curate conversations from multiple sources
   * ANALYZE: Identify insights about customers and the destination
   * ACT: Implement actions into DMO programs
   * REPORT: Identify tangible actions and road maps

   The information from the DHR can be used to inform:
   * Brand insights
   * Tourism Master Plans
   * Tourism Development
   * Marketing and Campaign strategies and insights
   * Any other elements that might require qualitative research

2. Two (2) Ad-Hoc Research pieces
The Ad-Hoc Research component allows for two research pieces to be conducted after the Destination Health Report has been delivered within the contracted year. The additional Ad-Hoc Research pieces can be around anything that was not covered in the Destination Health Report or may have changed after the delivery of it. The deliverables from these research pieces will be presented in a findings document which contains both qualitative and quantitative findings around the proposed queries.

| 1-3 months | Kickoff and Destination Health Report research begins |
| 4 – 6 months | Destination Health Report Delivery |
| 1st Ad-Hoc Research Follow-Up |
| 7 – 9 months | 2nd Ad-Hoc Research Follow-Up |
| 10-12 months | Next Year Destination Health Report Planning |

Timeline (based on engagement kick-off):

Destination Health Analysis Add-On: Ongoing Monitoring

Upon completion of the Destination Health Report, the Simpleview team is able to use the same social listening technology to constantly monitor what is being said about your destination and deliver quarterly insights and reporting about what has changed quarter to quarter. In addition, you will be alerted of any change in the sentiment of your destination, such as during times of crisis.

What You Get:
- Quarterly Trends Report and Presentation
- Ongoing Conversation Monitor
- Incident Response flags and suggestions
Why Simpleview?

Deep Data
- Over 1 trillion consumer conversations to reference
- Unlimited mentions and historical data going back to 2008
- 125 million photos analyzed and indexed each day
- Large data footprint, including:
  - Social Media - Facebook, Twitter, Instagram, Tumblr
  - Google
  - YouTube
  - Blogs
  - Discussion forums
  - Reviews (i.e. TripAdvisor, Yelp, Google)
  - News Outlets

Cost Summary

<table>
<thead>
<tr>
<th>Sentiment Research</th>
<th>Annual Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$10,000/year</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Total Costs (2-year term)</th>
<th>Annual Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$10,000/Year</td>
</tr>
</tbody>
</table>

The term of this agreement is for a period of twenty four (24) months effective from the date of signature. This statement of work will renew at the end of the defined term for another twelve (12) months unless written notice is provided to Simpleview no later than 30 days prior to the effective end date.

In order for Simpleview to proceed with the project execution, we will need your signature accepting the project and budget.
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# PAYMENT SCHEDULE

## YEAR 1 PAYMENT SCHEDULE (OCT. 1, 2019 THROUGH SEPT. 30, 2020)

<table>
<thead>
<tr>
<th>Service Description</th>
<th>QUARTERLY AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Quarterly Fees, invoiced on October 1, January 1, April 1, and July 1:</td>
<td>$67,393.00</td>
</tr>
<tr>
<td>- CRM Licensing at $7,250/quarter</td>
<td></td>
</tr>
<tr>
<td>- CMS Licensing - CVB Site at $10,625/quarter</td>
<td></td>
</tr>
<tr>
<td>- CMS Licensing - CC Site at $3,625/quarter</td>
<td></td>
</tr>
<tr>
<td>- simpleSupport 10 at $3,000/quarter</td>
<td></td>
</tr>
<tr>
<td>- Organic SEO and Reporting - CVB at $9,000/quarter</td>
<td></td>
</tr>
<tr>
<td>- Organic SEO and Reporting - CC at $6,000/quarter</td>
<td></td>
</tr>
<tr>
<td>- PPC Management and Spend - CVB &amp; CC at $7,800/quarter</td>
<td></td>
</tr>
<tr>
<td>- Social Content Curation powered by Stackla, CVB and CC at $3,000/quarter</td>
<td></td>
</tr>
<tr>
<td>- Accelerated Mobile Pages (AMP) at $625/quarter*</td>
<td></td>
</tr>
<tr>
<td>- Marketing Automation powered by Act-On at $2,718/quarter**</td>
<td></td>
</tr>
<tr>
<td>- Simpleview Performance Framework at $11,250/quarter</td>
<td></td>
</tr>
<tr>
<td>*Client to utilize 25 simpleSupport hours to cover the cost of the Year 1 AMP fee.</td>
<td></td>
</tr>
<tr>
<td>**Client has previously paid Act-On through April 30, 2020. Client will be</td>
<td></td>
</tr>
<tr>
<td>afforded a credit for this service through April 30, 2020.</td>
<td></td>
</tr>
</tbody>
</table>

## YEAR 2 PAYMENT SCHEDULE (OCT. 1, 2020 THROUGH SEPT. 30, 2021)

<table>
<thead>
<tr>
<th>Service Description</th>
<th>QUARTERLY AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Quarterly Fees, invoiced on October 1, January 1, April 1, and July 1:</td>
<td>$87,093.00</td>
</tr>
<tr>
<td>- CRM Licensing at $7,250/quarter</td>
<td></td>
</tr>
<tr>
<td>- CMS Licensing - CVB Site at $10,625/quarter</td>
<td></td>
</tr>
<tr>
<td>- CMS Licensing - CC Site at $3,625/quarter</td>
<td></td>
</tr>
<tr>
<td>- simpleSupport 10 at $3,000/quarter</td>
<td></td>
</tr>
<tr>
<td>- Organic SEO and Reporting - CVB at $9,000/quarter</td>
<td></td>
</tr>
<tr>
<td>- Organic SEO and Reporting - CC at $6,000/quarter</td>
<td></td>
</tr>
<tr>
<td>- PPC Management and Spend - CVB &amp; CC at $11,500/quarter</td>
<td></td>
</tr>
<tr>
<td>- Social Content Curation powered by Stackla, CVB and CC at $3,000/quarter</td>
<td></td>
</tr>
<tr>
<td>- Accelerated Mobile Pages (AMP) at $625/quarter</td>
<td></td>
</tr>
<tr>
<td>- Marketing Automation powered by Act-On at $2,718/quarter</td>
<td></td>
</tr>
<tr>
<td>- Conversion Rate Optimization - Lite (We Test) at $2,500/quarter</td>
<td></td>
</tr>
<tr>
<td>- Irving Convention Center Website Redesign at $13,500/quarter</td>
<td></td>
</tr>
<tr>
<td>- Simpleview Performance Framework at $11,250/quarter</td>
<td></td>
</tr>
<tr>
<td>- Sentiment Research at $2,500/quarter</td>
<td></td>
</tr>
</tbody>
</table>
EXHIBIT D
CONSULTANT REIMBURSEMENT GUIDELINES

This policy has been established to provide uniform guidelines for proper, complete, and timely reimbursement of reasonable business and travel expenses incurred by consultants engaged by the City.

NON COMPLIANCE
Failure to comply with this policy will result in disallowance of the requested reimbursement.

EXPENSE REPORTING

Itemized expense reports must be submitted with the request for reimbursement. The expense report should include, at a minimum, the date, amount, and purpose for the expenditure.

Receipts are required for all travel related expenses regardless of the amount, including lodging, meals, transportation and qualified miscellaneous expenses. If a receipt is unavailable, a written explanation for the expenditure is required.

Use of the IRS standard per diem rate, in lieu of itemizing expenses, is allowed.

TRAVEL

LOCAL TRAVEL

There will be no reimbursement for the consultant’s local travel if consultant’s offices are located in or within 75 miles of the City of Irving.

OUT OF TOWN TRAVEL

A. Transportation – City will reimburse Consultant’s travel at economy/tourist or full fare coach class when engaged in work-related travel on behalf of the City.

1. Air Travel - The goal is to book flights with consideration given to travel time, convenience to the traveler and cost effectiveness without interfering with the business purpose of the travel.
   a. Travelers are not expected to fly at unusual times or make flight connections to qualify for discounted fares.
   b. Air travel shall be coach class using the lowest available fare.
   c. If a substantially reduced airfare is available with a Saturday night stay over, the City will cover additional hotel and meal expenses provided these expenses do not exceed the airfare savings. To be covered for the additional day’s expenses, the traveler must attach a copy of the airfare quotation to the expense report.
   d. Insurance – The City will not be responsible for the cost of additional flight insurance.
   e. Changes – Any change in flight plans before or during the trip which increases the cost must be documented and substantiated.

2. Ground Transportation
   a. Airport parking may be at the short-term lot for a period up to 24 hours. Longer times will be reimbursed at the long-term lot rate.
   b. As an alternative to airport parking, a shared-ride shuttle service may be used.
   c. Use of a personal automobile in lieu of air travel is allowed. The traveler will be reimbursed for the lower of mileage at the currently allowable rate or the least expensive airfare. The airfare quote must be documented with the expense report. Incidents associated with automobile travel, other than taxi and airport parking, will not be included in the calculation of the lower cost. However, the incidentals will be reimbursed in addition to mileage up to the air travel cost.
   d. Taxi fares and shuttles at the destination are reimbursable only if required for business purposes.
   e. The City will reimburse rental of mid-size or full size vehicles but not luxury class vehicles.
B. **Lodging** - Consultants representing the City should secure accommodations in business class hotels. For example, Sheraton, D/FW Marriott, Harvey House, etc. Local lodging must be secured in a hotel located within the City of Irving. There will be no reimbursement for consultant’s local lodging if consultant’s offices are located in or within 75 miles of the City of Irving.

C. **Meals** – The City will reimburse for reasonable meal expense up to twenty-five dollars ($25.00) per meal. All meals, regardless of cost, must be documented with receipts. There will be no reimbursement for the consultant’s meals if consultant’s offices are located in or within 75 miles of the City of Irving.

D. **Miscellaneous Expenses** – The City will not reimburse for charges listed as miscellaneous. All expenses must be identified and backup documentation must be provided upon request.

1. Reasonable tips for luggage, housekeeping, hotel shuttles, etc. are allowable business expenses, including overweight baggage fees associated with City materials.
2. Costs for personal expenses such as, but not limited to, movies, laundry, pain medication, writing instruments and materials, personal hygiene products, reading materials, etc. are not reimbursable.
3. Expenses associated with obtaining a passport for foreign travel are not reimbursable.
4. Spouse or companion travel is not reimbursable.

**BUSINESS EXPENSES**

A. **Computer Research** - The City will reimburse for actual cost, unless a reasonable markup is agreed upon at inception of contract.

B. **Incidental Charges** - The City will reimburse for actual cost of reasonable incidental charges exclusive of markup for delivery charges, fax, reproduction, long distance telephone calls, postage and similar charges. However, backup documentation must be provided. Disbursements for regular intra-office copying are not considered compensable.

**BILLING/INVOICES**

A. **Billed Hours** - All invoices for work shall state the specific number of hours spent and the hourly rate of consultant and the task performed in sufficient detail to permit review of the time charged.

B. **Billing Time** - The City will not pay for hourly time worked by consultants for preparing invoices, gathering receipts or documentation, or researching questions regarding invoices sent to the City.

C. **Invoices** - Invoices for services rendered shall include all backup documentation in sufficient detail to permit review.
Resolution -- Approving the Contract with Maloney Strategic Communications, Inc., for Advertising Agency Representation for the Irving Convention & Visitors Bureau for a Two-Year Term in the Total Estimated Amount of $900,000.00

Administrative Comments

1. This item is recommended by the Irving Convention & Visitors Bureau (ICVB).

2. Impact: Advertising agency services directly enhance the efforts of the ICVB to promote the City as a destination for visitors, conventions, and meetings.

3. Current data shows that the average “blended rate” for advertising agency services is between $100-200 per hour, according to multiple advertising industry sources. With the Maloney Strategic Communications, Inc. (MSC) rate maintaining at $80 per hour, the City continues to receive not only quality work but clearly a best value.

4. As part of the ongoing process and efficiency reviews, the ICVB is able to achieve a savings of approximately $400,000.00 annually by utilizing an advertising agency for select projects. In addition to direct project cost savings achieved by MSC’s negotiating power because of its vendor relationships, the ICVB is also able to access considerably more “human” resources to accomplish a wide range of projects.

5. Due to the nature of the industry, and the frequency with which projects with long lead times cross fiscal years, balances for purchase orders associated with this contract have routinely been encumbered.

6. This contract provides advertising agency services for the ICVB. The current contract expires September 30, 2019; the ICVB has been working with this vendor since September 1994.

7. Funding in the amount of $900,000.00 for Fiscal Years 2019-20 and 2020-21 is subject to budget appropriation.

8. Because this contract runs from October 2019 through September 2021 it is possible that more than the estimated amounts given above may be spent in one operating year or the other, as long as there are budgeted funds available to accommodate that year’s additional purchases and the contract 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>Maloney Strategic Communications</td>
<td>10/1/19 – 9/30/21</td>
<td>$400,000.00</td>
<td>2019-20</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$500,000.00</td>
<td>2020-21</td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td>$900,000.00</td>
<td></td>
</tr>
</tbody>
</table>
Recommendation
The resolution be approved.

ADDITIONAL COMMENTS:

<table>
<thead>
<tr>
<th>Contract Required</th>
<th>Review Completed By</th>
</tr>
</thead>
<tbody>
<tr>
<td>No</td>
<td>Christina Weber</td>
</tr>
</tbody>
</table>

Previous Action: 2015-347
2017-339

Council Action: Approved Renewal
Approved Renewal

Discretionary Contract Disclosure Form Required: No

Certificate of Interested Parties (Form 1295) Required: No

Comments: Services provided by the vendor meet specifications and performance criteria; pricing remains the same. The original contract was awarded by Resolution XXXX-XX as the result of an RFP process, and subsequent renewals followed. The ICVB has been very pleased with the services provided by Maloney Strategic Communications, and did not anticipate any changes in vendors as a result of another RFP. Section 252.022 of the Local Government Code specifies that professional services are exempt from competitive bidding because it is a professional service under Chapter 252, therefore competitive bidding was not required to establish a new contract.

ATTACHMENTS:

2019 MSC Agreement Signed (PDF)
MSC 2270 (PDF)

CURRENT YEAR FINANCIAL IMPACT:

<table>
<thead>
<tr>
<th>2201-3506-565200-800</th>
<th>Budget: $400,000.00</th>
<th>Actual: $400,000.00</th>
</tr>
</thead>
</table>

Purchase orders will be issued as needed for annual contract.
Budget Transfer/Adjustment Required: No

REVISION INFORMATION:

Prepared: 8/8/2019 05:58 PM by Maura Gast
Last Updated: 9/13/2019 08:59 AM by Jennifer Phillips
BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS:

SECTION I. THAT the City Council hereby renews the contract with Maloney Strategic Communications, Inc. for Advertising Agency Representation for the Irving Convention & Visitors Bureau (ICVB) in the estimated amount of $900,000.00 for the period of October 1, 2019, through September 30, 2021, subject to funds being appropriated in Fiscal Years 2019-20 and 2020-21.

SECTION II. THAT funding for these expenditures shall come from the ICVB budget within the ICVB 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 September 19, 2019.

____________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

____________________________
Shanae Jennings
City Secretary

APPROVED AS TO FORM:

____________________________
Kuruvilla Oommen
City Attorney
Consulting Agreement

THIS AGREEMENT is entered into as of the ____ day of ________________, 20____, by and between 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, hereinafter referred to as "CITY," and Maloney Strategic Communications Inc. hereinafter referred to as "CONSULTANT."

WITNESSETH:

In consideration of the premises and mutual covenants hereinafter contained, the parties hereto agree as follows:

1. Services
   The CONSULTANT shall perform the services set out in Exhibit "A" and is incorporated herein as though fully set out, with such document hereinafter referred to as "the Services."

2. Compensation and Reimbursement

   2.1. CITY shall pay CONSULTANT a fee not to exceed Four Hundred Thousand and no/100 Dollars ($400,000.00), for the Services as specified in Exhibit "A." Reimbursable expenses must comply with CITY's Reimbursement Guidelines set forth in Exhibit "B." CONSULTANT shall provide substantiating receipts for all reimbursable expenses.

   2.2. CONSULTANT shall submit invoices monthly, as the work progresses. CITY shall then pay the CONSULTANT the total amount of the statement which is validly due within thirty (30) days, with the final monthly installment being paid upon satisfactory completion of the project. All payments made under this Agreement shall be made from currently available funds.

   2.3. CONSULTANT must give written notice that the Services have been completed or substantially completed, and CITY shall make a final inspection of the Services, and if the Services are found to be completed or substantially completed in accordance with this Agreement, CITY shall, upon the receipt of invoice, pay CONSULTANT within thirty (30) days the balance due CONSULTANT under the terms of this Agreement.

   2.4. In the event CITY should request additional services not set forth in Exhibit "A," CONSULTANT and CITY shall agree on the compensation for those services prior to performance by CONSULTANT. Performance of these additional services may be within or without the term of the contract set forth in Section 5 of this Agreement. Under no circumstances will CONSULTANT perform additional services without prior written authorization from CITY.
3. **Confidential Relationship and Media Coverage**

3.1 CITY may from time to time communicate to CONSULTANT certain information to enable CONSULTANT to effectively perform the Services. CONSULTANT shall treat all such information as confidential, whether or not so identified, and shall not disclose any part thereof without the prior written consent of CITY. CONSULTANT shall limit the use and circulation of such information, even within its own organization, to the extent necessary to perform the Services. The foregoing obligations of this Section 3, however, shall not apply to any part of the information that (i) has been disclosed in publicly available sources of information, (ii) is, through no fault of CONSULTANT, hereafter disclosed in publicly available sources of information, (iii) is now in the possession of CONSULTANT without any obligation of confidentiality, or (iv) has been or is hereafter rightfully disclosed to CONSULTANT by a third party, but only to the extent that the use or disclosure thereof has been or is rightfully authorized by that third party.

3.2 CONSULTANT shall not disclose any reports, recommendations, conclusions, or other results of the Services, the existence of, or the subject matter of this contract without the prior written consent of CITY.

3.3 In its performance hereunder, CONSULTANT shall comply with all legal obligations it may now or hereafter have respecting the information or other property of any other person, firm, or corporation.

3.4 CONSULTANT will not provide any public statements, press releases, articles, writings or materials to the any media outlet, including but not limited to, newspapers, social media, websites, blogs, magazines, or TV stations, which refers to the CITY, or any of the services provided by CONSULTANT to CITY, under this Agreement without the prior written authorization of the CITY. Requests for prior written approval of such releases, public statements, articles, writings or materials shall be directed to the CITY's Director of Corporate Communications. This provision is intended to survive the expiration or termination of the Agreement.

4. **Proprietary Rights**

4.1 The work product of the Services, and any writings, discoveries, inventions, and innovations or data resulting from the Services, shall be promptly communicated to, and be the property of CITY.

4.2 As instruments of service, all documents, including original drawings, estimates, and notes shall be available for use by CONSULTANT named herein.
5. Term

5.1 This Agreement shall commence on October 1, 2019 and terminate on September 30, 2021 (the "Initial Term"). The City may terminate this Agreement upon ten (10) days written notice to the CONSULTANT. In the event this Agreement terminates prior to the completion of the Services for reasons other than for cause, payment shall be made for services performed through the effective termination date including reimbursable expenses then due. This payment shall be the CITY's sole obligation to the CONSULTANT. In addition, upon termination or expiration of this Agreement, CONSULTANT shall return to CITY any and all equipment, documents, or materials, and all copies made thereof, which CONSULTANT received from, and/or developed for CITY for the purposes of this Agreement.

5.2 Upon the expiration of the Initial Term or the expiration of the immediately preceding renewal term (hereinafter defined), CITY and CONSULTANT may mutually agree in writing to extend this Agreement for three (3) additional periods of twelve (12) months each (collectively, the "Renewal Terms"). All Renewal Terms shall be subject to all of the same terms and conditions of this Agreement and shall be subject to the annual appropriation of funds by the CITY.

6. Right to Audit

The CITY, at its own expense, shall have the right at all reasonable times during normal business hours and upon at least twenty-four (24) hours advance notice, to audit, to examine, and to make copies of or extracts from the books of account and records maintained by CONSULTANT with respect to the Services. If such audit shall disclose overpayment by CITY to CONSULTANT, written notice of such overpayment shall be provided to CONSULTANT and the amount of overpayment shall be promptly reimbursed by CONSULTANT to the CITY. In the event any such overpayment is not paid within ten (10) days after receipt of such notice, the unpaid amount of such overpayment shall bear interest at the rate of one percent (1%) per month from the date of such notice until paid.

7. Indemnification

CONSULTANT (THE "INDEMNIFYING PARTY"), SHALL AT ITS SOLE COST 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 CONSULTANT PURSUANT TO THIS
AGREEMENT (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 CONSULTANT OR THE CITY. THE INDEMNITIES IN THIS AGREEMENT 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. CONSULTANT 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 AGREEMENT. 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 Agreement pursuant to its governmental function and that nothing contained in this Agreement 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 Agreement 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 Agreement 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.

8. Insurance

8.1 CONSULTANT at their own expense 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 CONSULTANT, their agents, representatives, employees, or subcontractors. Said insurance shall be in type(s) and minimum(s) listed below:

A. 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 CONSULTANT may submit a written request for exemption from this requirement.

B. 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.

C. Business Automobile Liability Insurance
Automobile Liability Insurance with a minimum 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 services performed under this contract will not require the use of vehicle(s), CONSULTANT may request in writing, exemption from this requirement.

8.2 General Provisions for all Insurance Coverage

A. SCOPE – These provisions apply to all contracted CONSULTANTS unless specifically exempted in the proposed contract. Coverage shall state that the CONSULTANT’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.

B. COVERAGE APPLICATION – CONSULTANT’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.
C. DEDUCTIBLES AND SELF-INSURED RETENTIONS – Any deductibles or self-insured retentions must be disclosed to the CITY. The CITY reserves the right to review the insurance obtained by the CONSULTANT, in comparison to the requirements specified in this section.

D. 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.

E. 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 CONSULTANT shall furnish the CITY proof of identical continued coverage no later than thirty (30) 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 (30) days prior written notice by certified mail (return receipt requested) to City Risk Manager, 825 W. Irving Blvd., Irving, Texas 75060.

F. SUBROGATION – CONSULTANT 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 CONSULTANT for the CITY.

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

H. 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.
I. 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 CONSULTANT.

J. PROOF OF INSURANCE – 1) CONSULTANT must submit to the City of Irving proof of all insurance coverages required by the contract. 2) 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. 3) If requested by the CITY, the CONSULTANT 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 (15) days of request. Copy must be signed by the CONSULTANT and notarized. 4) Required proof of insurance must be provided by CONSULTANT before the CITY will authorize any work to be performed under this proposed contract. 5) The CITY reserves the right to request a complete copy of all insurance policies at any time.

9. Notices

All notices and billings shall be in writing and sent to the following addresses:

To CITY: City of Irving/Irving Convention & Visitors Bureau
Attn: Diana Pfaff
500 W. Las Colinas Blvd.
Irving, TX 75039

or
dpfaff@irvingtexas.com

To CONSULTANT: Maloney Strategic Communications, Inc.
ATTN: John Maloney
8111 LBJ Fwy, Suite 1425
Dallas, TX 75251
jmaloney@maloneystrategic.com

10. General

10.1 The terms and conditions of Sections 3, 4, 6, and 7 hereof shall survive the termination of this Agreement or completion of the Services, as the case may be.
10.2 CONSULTANT shall perform the Services as an independent contractor and shall not be considered an employee of CITY for any purpose whatsoever, including, but not limited to, entitlement to CITY employee benefits. CONSULTANT hereby expressly waives any claim or entitlement to such benefits.

10.3 CONSULTANT shall not export, directly or indirectly, any technical data acquired from under this Agreement or any products utilizing any such data to any country for which the U.S. Government or any agency thereof at the time of export requires an export license or other government approval without first obtaining such license or approval.

10.4 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.

10.5 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.

10.6 This Agreement shall be governed by the laws of the State of Texas. Venue of any action arising from this Agreement shall be in Dallas County, Texas.

10.7 This Agreement may not be modified, altered or amended except by written instrument duly executed by both parties, except that a party may change its address for notices by providing written notice to the other party.

10.8 The above shall constitute the entire understanding between CONSULTANT and CITY respecting the Services described herein. The terms and conditions of the purchase order shall have no effect upon this Agreement and shall be used for accounting purposes only.
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

CITY OF IRVING, TEXAS

By: ________________________________
Richard H. Stopfer, Mayor

CONSULTANT

By: ________________________________
John W. Maloney, President

APPROVED AS TO FORM:

City Attorney’s Office
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:

John W. Malone
(Print Name)

President
(Print Title)

of the corporation known as Maloney Strategic Communications, 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 he 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 11th day of September, A.D., 2019.

Angela Kris Allen
My Commission Expires October 28, 2019

Notary Public In and For County, Texas

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., 2________.

Notary Public In and For County, __________

My Commission expires: _______________________

CONSULTING AGREEMENT
EXHIBIT A
SCOPE OF SERVICES

CONSULTANT will work at the direction of the Irving Convention & Visitors Bureau (ICVB) on activities, including but not limited to those below, on a per-project basis for both the ICVB and the Irving Convention Center at Las Colinas:

- Develop and produce turnkey creative concepts primarily for: website creative, magazine/newspaper/online ads, maps, brochures, invitations, stationery, folios, direct mail campaigns, special promotions, media kits, sales kits, posters, web-based banners, stage and event design, and display/POP materials.
- Typical project services will include consultation, research, concept, cost-estimating, copywriting, design, production and project management.
- Coordinate with other agencies as needed (i.e., Public Relations firm, Simpleview/Content Management System) to ensure an integrated marketing approach.
- Traffic and disperse all necessary materials to media suppliers, printers, and all other third parties needed to accomplish Client-approved marketing communications, and advertising ideas, programs, and campaigns.
- Provide monthly project status reports, including expenses to date, for all projects.

The targeted audiences of the ICVB and its marketing efforts are categorized according to the following:

- Meeting professionals – associations, corporate, SMERF markets
- Sporting event organizers - professional and amateur, spectator and participatory
- Trade show organizers
- Travel trade, including tour operators, wholesalers, etc.
- Third-party providers, such as ConferenceDirect, HelmsBriscoe, etc.
- General consumers
- Consumer, trade, lifestyle and sports media
- Local media and consumer awareness
- City of Irving/resident awareness

The 2019-20 Fiscal Year Budget for Advertising Marketing Agency services is $400,000 to include all services and any associated costs; attendance at and participation in client meetings is not a billable item. The 2020-21 FY Budget is projected to be $500,000.

Fees will be charged on an hourly basis per project at $80.00/per hour.
EXHIBIT B
CITY OF IRVING
CONSULTANT REIMBURSEMENT GUIDELINES

This policy has been established to provide uniform guidelines for proper, complete and timely reimbursement of reasonable business and travel expenses incurred by consultants engaged by the City of Irving.

NON COMPLIANCE

Failure to comply with this policy will result in disallowance of the requested reimbursement.

EXPENSE REPORTING

Itemized expense reports must be submitted with the request for reimbursement. The expense report should include, at a minimum, the date, amount and purpose for the expenditure.

Receipts are required for all travel-related expenses regardless of the amount, including lodging, meals, transportation and qualified miscellaneous expenses. If a receipt is unavailable, a written explanation for the expenditure is required.

Use of the IRS standard per diem rate, in lieu of itemizing expenses, is allowed.

TRAVEL

LOCAL TRAVEL

There will be no reimbursement for the consultant’s local travel if consultant’s offices are located in or within 75 miles of Irving.

OUT OF TOWN TRAVEL

A. Transportation – City will reimburse Consultant’s travel at economy/tourist or full fare coach class when engaged in work-related travel on behalf of the City.

1. Air Travel – The goal is to book flights with consideration given to travel time, convenience to the traveler and cost effectiveness without interfering with the business purpose of the travel.

   a. Travelers are not expected to fly at unusual times or make flight connections to qualify for discounted fares.
   b. Air travel shall be coach class using the lowest available fare.
   c. If a substantially reduced airfare is available with a Saturday night stay, the City will cover additional hotel and meal expenses provided...
these expenses do not exceed the airfare savings. To be covered for the additional day’s expenses, the traveler must attach a copy of the airfare quotation to the expense report.
d. The City will not be responsible for the cost of additional flight insurance.
e. Any change in flight plans before or during the trip that increases the cost must be documented and substantiated.

2. **Ground Transportation**
a. Airport parking may be at the short-term lot for a period up to 24 hours. Longer times will be reimbursed at the long-term lot rate.
b. As an alternative to airport parking, a shared-ride shuttle service may be used.
c. Use of a personal automobile in lieu of air travel is allowed. The traveler will be reimbursed for mileage at the currently allowable rate or the least expensive airfare, whichever is the least amount. The airfare quote must be documented with the expense report. Incidental costs associated with automobile travel, other than taxi and airport parking, will not be included in the calculation of the lower cost. However, the incidentals will be reimbursed in addition to mileage up to the air travel cost.
d. Taxi fares and shuttles at the destination are reimbursable only if required for business purposes.
e. The City will reimburse rental of mid-size or full-size vehicles but not luxury class vehicles.

B. **Lodging** – Consultants representing the City should secure accommodations in business class hotels. For example, Sheraton, D/FW Marriott, Westin, etc. Local lodging must be secured in a hotel located within the City of Irving. There will be no reimbursement for consultant’s local lodging if consultant’s offices are located in or within 75 miles of Irving.

C. **Meals** – The City will reimburse for reasonable meal expense up to $25 per meal. All meals, regardless of cost, must be documented with receipts. There will be no reimbursement for the consultant’s meals if consultant’s offices are located in or within 75 miles of Irving.

D. **Miscellaneous Expenses** – The City will not reimburse for charges listed as miscellaneous. All expenses must be identified and backup documentation must be provided upon request.

1. Reasonable tips for luggage, housekeeping, hotel shuttles, etc. are allowable business expenses, including overweight baggage fees associated with City materials.
2. Costs for personal expenses such as, but not limited to, movies, laundry, pain medication, writing instruments and materials, personal hygiene products, reading materials, etc. are not reimbursable.
3. Expenses associated with obtaining a passport for foreign travel are not reimbursable.
4. Spouse or companion travel is not reimbursable.

**BUSINESS EXPENSES**

A. **Computer Research** – The City will reimburse for actual cost, unless a reasonable markup is agreed upon at inception of contract.

B. **Incidental Charges** – The City will reimburse for actual cost of reasonable incidental charges exclusive of markup for delivery charges, fax, reproduction, long distance telephone calls, postage and similar charges. However, backup documentation must be provided. Disbursements for regular intra-office copying are not considered compensable.

**BILLING/INVOICES**

A. **Billed Hours** – All invoices for work shall state the specific number of hours spent and the hourly rate of consultant and the task performed in sufficient detail to permit review of the time charged.

B. **Billing Time** – The City will not pay for hourly time worked by consultants for preparing invoices, gathering receipts or documentation, or researching questions regarding invoices sent to the City.

C. **Invoices** – Invoices for services rendered shall include all backup documentation in sufficient detail to permit review.
Form TGC 2270
VERIFICATION REQUIRED BY TEXAS GOVERNMENT CODE CHAPTER 2270

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.

SIGN ED BY: ____________________________

Print Name & Title: John W. Maloney President

Company Name: Maloney Strategic Communications, Inc.

Date Signed: September 11, 2019

NOTARIZATION

THE STATE OF Texas  }
COUNTY OF Dallas  }

BEFORE ME, the undersigned notary public on this day personally appeared John W. Maloney, on behalf of Maloney Strategic Communications, Inc. (Company), 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 ___ day of September, 2019.

ANGELA KRIS ALLEN
My Commission Expires October 28, 2019
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 sole proprietorship, 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.

State law requires verification from a Company for contracts involving goods or services (regardless of the amount) before the City can enter into the contract.

LSR # 21653
Resolution -- Approving the Contract with Tucker & Associates, LLC, for Public Relations/Media Agency Representation for the Irving Convention & Visitors Bureau for a Two-Year Term in the Total Estimated Amount of $100,000.00

Administrative Comments

1. This item is recommended by the Irving Convention & Visitors Bureau (ICVB).

2. **Impact:** Public relations and media representation services directly enhance the efforts of the ICVB to promote the City as a destination for visitors, conventions and meetings.

3. Current data shows that the average retainer fee charged for specialty public relations agency services ranges from $2,000-5,000 according to multiple public relations industry sources. With the Tucker & Associates rate maintaining at $4,000 per month, we continue to receive not only quality work but clearly a best value.

4. As part of its ongoing process and efficiency reviews, the ICVB has identified the amount of staff time and resources it would require to accomplish the deliverables we seek from an agency. It would require hiring a full-time staff member with a minimum of ten years of public relations experience and strong connections to the national media market, plus soliciting part-time representation in New York City. The added salary obligation in addition to the need to still retain New York City representation would be significantly higher than outsourcing this service to a public relations agency.

5. This approval provides public relations/media representation for the ICVB. The current contract expires September 30, 2019. The ICVB has worked with this vendor since October 2014.

6. Funding in the amount of $100,000.00 for this two-year contract will be available in the ICVB budget within the ICVB General Fund subject to budget appropriation in Fiscal Years 2019-20 and 2020-21.

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Contract Term</th>
<th>Total Estimated Amount</th>
<th>Fiscal Year(s)</th>
</tr>
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<tbody>
<tr>
<td>Tucker Associates</td>
<td>10/1/19 – 9/30/21</td>
<td>$50,000.00</td>
<td>2019-20</td>
</tr>
<tr>
<td></td>
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<td>$50,000.00</td>
<td>2020-21</td>
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<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td><strong>$100,000.00</strong></td>
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</tr>
</tbody>
</table>

**Recommendation**

The resolution be approved.
ADDITIONAL COMMENTS:

Contract Required: No
Previous Action: 2015-348

Discretionary Contract Disclosure Form Required: No
Certificate of Interested Parties (Form 1295) Required: No

Comments: Services provided by the vendor meet specifications and performance criteria; pricing remains the same. The original one-year contract was awarded by AA4172 as the result of an RFP process; and two renewals followed. The ICVB has been very pleased with the services provided by Tucker, and did not anticipate any changes in vendors as a result of another RFP. Section 252.022 of the Local Government Code specifies that professional services are exempt from competitive bidding because it is a professional service under Chapter 252, therefore competitive bidding was not required to establish a new contract.

ATTACHMENTS:

CONSULTING AGREEMENT - Tucker Public Relations (DOCX)
CONSULTING AGREEMENT - Tucker Public Relations (5) (DOCX)
Tucker 2270 (PDF)

CURRENT YEAR FINANCIAL IMPACT:

FY2019-20 2201-3506-56401-800 Budget: $50,000.00 Actual: $50,000.00
(Subject to budget appropriation)
Purchase orders will be issued as needed for annual contract,
Budget Transfer/Adjustment Required: No

REVISION INFORMATION:

Prepared: 8/8/2019 08:32 AM by Maura Gast
Last Updated: 9/9/2019 05:11 PM by Maura Gast
BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS:

SECTION I. THAT the City Council hereby approves the contract with Tucker & Associates, LLC, for Public Relations/Media Representation for the Irving Convention and Visitors Bureau (ICVB), in the estimated amount of $100,000.00 for the period of October 1, 2019, through September 30, 2021, subject to funds being appropriated in Fiscal Years 2019-20 and 2020-21.

SECTION II. THAT funding for these expenditures shall come from the ICVB budget within the ICVB 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 September 19, 2019.

____________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

____________________________
Shanae Jennings
City Secretary

APPROVED AS TO FORM:

____________________________
Kuruvilla Oommen
City Attorney
Consulting Agreement

THIS AGREEMENT is entered into as of the _____ day of ______________________, 20___, by and between 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, hereinafter referred to as "CITY," and Tucker & Associates LLC hereinafter referred to as "CONSULTANT."

WITNESSETH:

In consideration of the premises and mutual covenants hereinafter contained, the parties hereto agree as follows:

1. Services
   The CONSULTANT shall perform the services set out in Exhibit "A" and is incorporated herein as though fully set out, with such document hereinafter referred to as "the Services."

2. Compensation and Reimbursement

   2.1. CITY shall pay CONSULTANT a fee not to exceed Forty-Nine Thousand Five Hundred and no/100 Dollars ($49,500.00), which includes reimbursable expenses in an amount not to exceed ($$1,500.00) for the Services as specified in Exhibit "A." Reimbursable expenses must comply with CITY's Reimbursement Guidelines set forth in Exhibit "B." CONSULTANT shall provide substantiating receipts for all reimbursable expenses.

   2.2. CONSULTANT shall submit invoices monthly, as the work progresses. CITY shall then pay the CONSULTANT the total amount of the statement which is validly due within thirty (30) days, with the final monthly installment being paid upon satisfactory completion of the project. All payments made under this Agreement shall be made from currently available funds.

   2.3. CONSULTANT must give written notice that the Services have been completed or substantially completed, and CITY shall make a final inspection of the Services, and if the Services are found to be completed or substantially completed in accordance with this Agreement, CITY shall, upon the receipt of invoice, pay CONSULTANT within thirty (30) days the balance due CONSULTANT under the terms of this Agreement.

   2.4. In the event CITY should request additional services not set forth in Exhibit "A," CONSULTANT and CITY shall agree on the compensation for those services prior to performance by CONSULTANT. Performance of these additional services may be within or without the term of the contract set forth in Section 5 of this Agreement. Under no circumstances will CONSULTANT perform additional services without prior written authorization from CITY.
3. **Confidential Relationship and Media Coverage**

3.1 CITY may from time to time communicate to CONSULTANT certain information to enable CONSULTANT to effectively perform the Services. CONSULTANT shall treat all such information as confidential, whether or not so identified, and shall not disclose any part thereof without the prior written consent of CITY. CONSULTANT shall limit the use and circulation of such information, even within its own organization, to the extent necessary to perform the Services. The foregoing obligations of this Section 3, however, shall not apply to any part of the information that (i) has been disclosed in publicly available sources of information, (ii) is, through no fault of CONSULTANT, hereafter disclosed in publicly available sources of information, (iii) is now in the possession of CONSULTANT without any obligation of confidentiality, or (iv) has been or is hereafter rightfully disclosed to CONSULTANT by a third party, but only to the extent that the use or disclosure thereof has been or is rightfully authorized by that third party.

3.2 CONSULTANT shall not disclose any reports, recommendations, conclusions, or other results of the Services, the existence of, or the subject matter of this contract without the prior written consent of CITY.

3.3 In its performance hereunder, CONSULTANT shall comply with all legal obligations it may now or hereafter have respecting the information or other property of any other person, firm, or corporation.

3.4 CONSULTANT will not provide any public statements, press releases, articles, writings or materials to the any media outlet, including but not limited to, newspapers, social media, websites, blogs, magazines, or TV stations, which refers to the CITY, or any of the services provided by CONSULTANT to CITY, under this Agreement without the prior written authorization of the CITY. Requests for prior written approval of such releases, public statements, articles, writings or materials shall be directed to the CITY’s Director of Corporate Communications. This provision is intended to survive the expiration or termination of the Agreement.

4. **Proprietary Rights**

4.1 The work product of the Services, and any writings, discoveries, inventions, and innovations or data resulting from the Services, shall be promptly communicated to, and be the property of CITY.

4.2 As instruments of service, all documents, including original drawings, estimates, and notes shall be available for use by CONSULTANT named herein.
5. Term

5.1 This Agreement shall commence on October 1, 2019 and terminate on September 30, 2020 (the “Initial Term”). The City may terminate this Agreement upon ten (10) days written notice to the CONSULTANT. In the event this Agreement terminates prior to the completion of the Services for reasons other than for cause, payment shall be made for services performed through the effective termination date including reimbursable expenses then due. This payment shall be the CITY’s sole obligation to the CONSULTANT. In addition, upon termination or expiration of this Agreement, CONSULTANT shall return to CITY any and all equipment, documents, or materials, and all copies made thereof, which CONSULTANT received from, and/or developed for CITY for the purposes of this Agreement.

5.2 Upon the expiration of the Initial Term or the expiration of the immediately preceding renewal term (hereinafter defined), CITY and CONSULTANT may mutually agree in writing to extend this Agreement for three (3) additional periods of twelve (12) months each (collectively, the “Renewal Terms”). All Renewal Terms shall be subject to all of the same terms and conditions of this Agreement and shall be subject to the annual appropriation of funds by the CITY.

6. Right to Audit

The CITY, at its own expense, shall have the right at all reasonable times during normal business hours and upon at least twenty-four (24) hours advance notice, to audit, to examine, and to make copies of or extracts from the books of account and records maintained by CONSULTANT with respect to the Services. If such audit shall disclose overpayment by CITY to CONSULTANT, written notice of such overpayment shall be provided to CONSULTANT and the amount of overpayment shall be promptly reimbursed by CONSULTANT to the CITY. In the event any such overpayment is not paid within ten (10) days after receipt of such notice, the unpaid amount of such overpayment shall bear interest at the rate of one percent (1%) per month from the date of such notice until paid.

7. Indemnification

CONSULTANT (THE “INDEMNIFYING PARTY”), SHALL AT ITS SOLE COST 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 CONSULTANT PURSUANT TO THIS AGREEMENT (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 CONSULTANT OR THE CITY. THE INDEMNITIES IN THIS AGREEMENT 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. CONSULTANT 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 AGREEMENT. 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 Agreement pursuant to its governmental function and that nothing contained in this Agreement 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 Agreement 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 Agreement 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.

8. **Insurance**

8.1 CONSULTANT at their own expense 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 CONSULTANT, their agents, representatives, employees, or subcontractors. Said insurance shall be in type(s) and minimum(s) listed below:

**A. 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 CONSULTANT may submit a written request for exemption from this requirement.

B. **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.

C. **Business Automobile Liability Insurance**

Automobile Liability Insurance with a minimum 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 services performed under this contract will not require the use of vehicle(s), CONSULTANT may request in writing, exemption from this requirement.

D. **Professional Liability**

Professional Liability Insurance for the rendering of or failure to render professional services with minimum limit of $1,000,000 per occurrence. Aggregate Policy minimum limit is $1,000,000. A “claims made” policy is acceptable coverage which must be maintained during the course of the project and up to three (3) years after completion and acceptance of the project by the City. Coverage including any renewals shall have the same retroactive date that is applicable to the policy.

8.2 **General Provisions for all Insurance Coverage**

A. **SCOPE** – These provisions apply to all contracted CONSULTANTS unless specifically exempted in the proposed contract. Coverage shall state that the CONSULTANT’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.
B. COVERAGE APPLICATION – CONSULTANT’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.

C. DEDUCTIBLES AND SELF-INSURED RETentions – Any deductibles or self-insured retentions must be disclosed to the CITY. The CITY reserves the right to review the insurance obtained by the CONSULTANT, in comparison to the requirements specified in this section.

D. 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.

E. 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 CONSULTANT shall furnish the CITY proof of identical continued coverage no later than thirty (30) 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 (30) days prior written notice by certified mail (return receipt requested) to City Risk Manager, 825 W. Irving Blvd., Irving, Texas 75060.

F. SUBROGATION – CONSULTANT 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 CONSULTANT for the CITY.

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

I. 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 CONSULTANT.

J. PROOF OF INSURANCE – 1) CONSULTANT must submit to the City of Irving proof of all insurance coverages required by the contract. 2) 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. 3) If requested by the CITY, the CONSULTANT 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 (15) days of request. Copy must be signed by the CONSULTANT and notarized. 4) Required proof of insurance must be provided by CONSULTANT before the CITY will authorize any work to be performed under this proposed contract. 5) The CITY reserves the right to request a complete copy of all insurance policies at any time.

9. Notices

All notices and billings shall be in writing and sent to the following addresses:

To CITY: City of Irving/Irving Convention & Visitors Bureau
Attn: Diana Pfaff
500 W. Las Colinas Blvd.
Irving, TX 75039

or
dpfaff@cityofirving.org

To CONSULTANT: Tucker & Associates
ATTN: Lori Tucker
8150 N. Central Expressway, Suite 1265
Dallas, TX 75206

Or
lori@tuckerpr.com
10. **General**

10.1 The terms and conditions of Sections 3, 4, 6, and 7 hereof shall survive the termination of this Agreement or completion of the Services, as the case may be.

10.2 CONSULTANT shall perform the Services as an independent contractor and shall not be considered an employee of CITY for any purpose whatsoever, including, but not limited to, entitlement to CITY employee benefits. CONSULTANT hereby expressly waives any claim or entitlement to such benefits.

10.3 CONSULTANT shall not export, directly or indirectly, any technical data acquired from under this Agreement or any products utilizing any such data to any country for which the U.S. Government or any agency thereof at the time of export requires an export license or other government approval without first obtaining such license or approval.

10.4 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.

10.5 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.

10.6 This Agreement shall be governed by the laws of the State of Texas. Venue of any action arising from this Agreement shall be in Dallas County, Texas.

10.7 This Agreement may not be modified, altered or amended except by written instrument duly executed by both parties, except that a party may change its address for notices by providing written notice to the other party.

10.8 The above shall constitute the entire understanding between CONSULTANT and CITY respecting the Services described herein. The terms and conditions of the purchase order shall have no effect upon this Agreement and shall be used for accounting purposes only.
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

CITY OF IRVING, TEXAS

By: __________________________
   Richard H. Stopfer, Mayor

CONSULTANT

By: __________________________
   Lori Tucker, President

APPROVED AS TO FORM:

City Attorney's Office
ACKNOWLEDGMENT

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., 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: ____________________

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: ____________________
EXHIBIT A
SCOPE OF SERVICES

CONSULTANT will work at the direction of the Irving Convention & Visitors Bureau on the following types of activities on a retainer basis:

- Develop and managed media planning process
- Develop and distribute written materials, i.e., press releases, media advisories, editorials, etc.
- Pitch and arrange media coverage, including specialty publications and blogs, and accompany media on site visits/press trips as needed
- Identify public relations opportunities (i.e., subject matter experts, interviews, speaking engagements)
- Identify additional opportunities to promote Irving as a destination
- Provide turnkey media event support
- Provide representation in New York City for the purpose of placements, media calls, attendance at media events, etc., due to the large concentration of travel, lifestyle, business and trade media based in that area.

The 2019-20 Fiscal Year Budget for Public Relations/Media Agency services is $49,500 to include all services plus expenses; the budget for the 2020-21 Fiscal Year is expected to be the same.

The monthly retainer fee charged by CONSULTANT is $4,000/month; $1,500 is available for reimbursable expenses.
EXHIBIT B
CITY OF IRVING
CONSULTANT REIMBURSEMENT GUIDELINES

This policy has been established to provide uniform guidelines for proper, complete and timely reimbursement of reasonable business and travel expenses incurred by consultants engaged by the City of Irving.

NON COMPLIANCE

Failure to comply with this policy will result in disallowance of the requested reimbursement.

EXPENSE REPORTING

Itemized expense reports must be submitted with the request for reimbursement. The expense report should include, at a minimum, the date, amount and purpose for the expenditure.

Receipts are required for all travel-related expenses regardless of the amount, including lodging, meals, transportation and qualified miscellaneous expenses. If a receipt is unavailable, a written explanation for the expenditure is required.

Use of the IRS standard per diem rate, in lieu of itemizing expenses, is allowed.

TRAVEL

LOCAL TRAVEL

There will be no reimbursement for the consultant’s local travel if consultant’s offices are located in or within 75 miles of Irving.

OUT OF TOWN TRAVEL

A. Transportation – City will reimburse Consultant’s travel at economy/tourist or full fare coach class when engaged in work-related travel on behalf of the City.

1. Air Travel – The goal is to book flights with consideration given to travel time, convenience to the traveler and cost effectiveness without interfering with the business purpose of the travel.
   a. Travelers are not expected to fly at unusual times or make flight connections to qualify for discounted fares.
   b. Air travel shall be coach class using the lowest available fare.
   c. If a substantially reduced airfare is available with a Saturday night stay, the City will cover additional hotel and meal expenses provided
these expenses do not exceed the airfare savings. To be covered for the additional day’s expenses, the traveler must attach a copy of the airfare quotation to the expense report.

d. The City will not be responsible for the cost of additional flight insurance.

e. Any change in flight plans before or during the trip that increases the cost must be documented and substantiated.

2. Ground Transportation

a. Airport parking may be at the short-term lot for a period up to 24 hours. Longer times will be reimbursed at the long-term lot rate.

b. As an alternative to airport parking, a shared-ride shuttle service may be used.

c. Use of a personal automobile in lieu of air travel is allowed. The traveler will be reimbursed for mileage at the currently allowable rate or the least expensive airfare, whichever is the least amount. The airfare quote must be documented with the expense report. Incidentals associated with automobile travel, other than taxi and airport parking, will not be included in the calculation of the lower cost. However, the incidentals will be reimbursed in addition to mileage up to the air travel cost.

d. Taxi fares and shuttles at the destination are reimbursable only if required for business purposes.

e. The City will reimburse rental of mid-size or full size vehicles but not luxury class vehicles.

B. Lodging – Consultants representing the City should secure accommodations in business class hotels. For example, Sheraton, D/FW Marriott, Westin, etc. Local lodging must be secured in a hotel located within the City of Irving. There will be no reimbursement for consultant’s local lodging if consultant’s offices are located in or within 75 miles of Irving.

C. Meals – The City will reimburse for reasonable meal expense up to $25 per meal. All meals, regardless of cost, must be documented with receipts. There will be no reimbursement for the consultant’s meals if consultant’s offices are located in or within 75 miles of Irving.

D. Miscellaneous Expenses – The City will not reimburse for charges listed as miscellaneous. All expenses must be identified and backup documentation must be provided upon request.

1. Reasonable tips for luggage, housekeeping, hotel shuttles, etc. are allowable business expenses, including overweight baggage fees associated with City materials.

2. Costs for personal expenses such as, but not limited to, movies, laundry, pain medication, writing instruments and materials, personal hygiene products, reading materials, etc. are not reimbursable.
3. Expenses associated with obtaining a passport for foreign travel are not reimbursable.
4. Spouse or companion travel is not reimbursable.

**BUSINESS EXPENSES**

A. **Computer Research** – The City will reimburse for actual cost, unless a reasonable markup is agreed upon at inception of contract.

B. **Incidental Charges** – The City will reimburse for actual cost of reasonable incidental charges exclusive of markup for delivery charges, fax, reproduction, long distance telephone calls, postage and similar charges. However, backup documentation must be provided. Disbursements for regular intra-office copying are not considered compensable.

**BILLING/INVOICES**

A. **Billed Hours** – All invoices for work shall state the specific number of hours spent and the hourly rate of consultant and the task performed in sufficient detail to permit review of the time charged.

B. **Billing Time** – The City will not pay for hourly time worked by consultants for preparing invoices, gathering receipts or documentation, or researching questions regarding invoices sent to the City.

C. **Invoices** – Invoices for services rendered shall include all backup documentation in sufficient detail to permit review.
Consulting Agreement

THIS AGREEMENT is entered into as of the _____ day of ______________________, 20____, by and between 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, hereinafter referred to as "CITY," and Tucker & Associates LLC hereinafter referred to as "CONSULTANT."

WITNESSETH:

In consideration of the premises and mutual covenants hereinafter contained, the parties hereto agree as follows:

1. Services
   The CONSULTANT shall perform the services set out in Exhibit "A" and is incorporated herein as though fully set out, with such document hereinafter referred to as "the Services."

2. Compensation and Reimbursement

   2.1. CITY shall pay CONSULTANT a fee not to exceed Forty-Nine Thousand Five Hundred and no/100 Dollars ($49,500.00), which includes reimbursable expenses in an amount not to exceed ($$1,500.00) for the Services as specified in Exhibit "A." Reimbursable expenses must comply with CITY's Reimbursement Guidelines set forth in Exhibit "B." CONSULTANT shall provide substantiating receipts for all reimbursable expenses.

   2.2. CONSULTANT shall submit invoices monthly, as the work progresses. CITY shall then pay the CONSULTANT the total amount of the statement which is validly due within thirty (30) days, with the final monthly installment being paid upon satisfactory completion of the project. All payments made under this Agreement shall be made from currently available funds.

   2.3. CONSULTANT must give written notice that the Services have been completed or substantially completed, and CITY shall make a final inspection of the Services, and if the Services are found to be completed or substantially completed in accordance with this Agreement, CITY shall, upon the receipt of invoice, pay CONSULTANT within thirty (30) days the balance due CONSULTANT under the terms of this Agreement.

   2.4. In the event CITY should request additional services not set forth in Exhibit "A," CONSULTANT and CITY shall agree on the compensation for those services prior to performance by CONSULTANT. Performance of these additional services may be within or without the term of the contract set forth in Section 5 of this Agreement. Under no circumstances will CONSULTANT perform additional services without prior written authorization from CITY.
3. **Confidential Relationship and Media Coverage**

3.1 CITY may from time to time communicate to CONSULTANT certain information to enable CONSULTANT to effectively perform the Services. CONSULTANT shall treat all such information as confidential, whether or not so identified, and shall not disclose any part thereof without the prior written consent of CITY. CONSULTANT shall limit the use and circulation of such information, even within its own organization, to the extent necessary to perform the Services. The foregoing obligations of this Section 3, however, shall not apply to any part of the information that (i) has been disclosed in publicly available sources of information, (ii) is, through no fault of CONSULTANT, hereafter disclosed in publicly available sources of information, (iii) is now in the possession of CONSULTANT without any obligation of confidentiality, or (iv) has been or is hereafter rightfully disclosed to CONSULTANT by a third party, but only to the extent that the use or disclosure thereof has been or is rightfully authorized by that third party.

3.2 CONSULTANT shall not disclose any reports, recommendations, conclusions, or other results of the Services, the existence of, or the subject matter of this contract without the prior written consent of CITY.

3.3 In its performance hereunder, CONSULTANT shall comply with all legal obligations it may now or hereafter have respecting the information or other property of any other person, firm, or corporation.

3.4 CONSULTANT will not provide any public statements, press releases, articles, writings or materials to the any media outlet, including but not limited to, newspapers, social media, websites, blogs, magazines, or TV stations, which refers to the CITY, or any of the services provided by CONSULTANT to CITY, under this Agreement without the prior written authorization of the CITY. Requests for prior written approval of such releases, public statements, articles, writings or materials shall be directed to the CITY’s Director of Corporate Communications. This provision is intended to survive the expiration or termination of the Agreement.

4. **Proprietary Rights**

4.1 The work product of the Services, and any writings, discoveries, inventions, and innovations or data resulting from the Services, shall be promptly communicated to, and be the property of CITY.

4.2 As instruments of service, all documents, including original drawings, estimates, and notes shall be available for use by CONSULTANT named herein.
5. Term

5.1 This Agreement shall commence on October 1, 2019 and terminate on September 30, 2020 (the "Initial Term"). The City may terminate this Agreement upon ten (10) days written notice to the CONSULTANT. In the event this Agreement terminates prior to the completion of the Services for reasons other than for cause, payment shall be made for services performed through the effective termination date including reimbursable expenses then due. This payment shall be the CITY's sole obligation to the CONSULTANT. In addition, upon termination or expiration of this Agreement, CONSULTANT shall return to CITY any and all equipment, documents, or materials, and all copies made thereof, which CONSULTANT received from, and/or developed for CITY for the purposes of this Agreement.

5.2 Upon the expiration of the Initial Term or the expiration of the immediately preceding renewal term (hereinafter defined), CITY and CONSULTANT may mutually agree in writing to extend this Agreement for three (3) additional periods of twelve (12) months each (collectively, the "Renewal Terms"). All Renewal Terms shall be subject to all of the same terms and conditions of this Agreement and shall be subject to the annual appropriation of funds by the CITY.

6. Right to Audit

The CITY, at its own expense, shall have the right at all reasonable times during normal business hours and upon at least twenty-four (24) hours advance notice, to audit, to examine, and to make copies of or extracts from the books of account and records maintained by CONSULTANT with respect to the Services. If such audit shall disclose overpayment by CITY to CONSULTANT, written notice of such overpayment shall be provided to CONSULTANT and the amount of overpayment shall be promptly reimbursed by CONSULTANT to the CITY. In the event any such overpayment is not paid within ten (10) days after receipt of such notice, the unpaid amount of such overpayment shall bear interest at the rate of one percent (1%) per month from the date of such notice until paid.

7. Indemnification

CONSULTANT (THE "INDEMNIFYING PARTY"), SHALL AT ITS SOLE COST 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 CONSULTANT PURSUANT TO THIS AGREEMENT (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 CONSULTANT OR THE CITY. THE INDEMNITIES IN THIS AGREEMENT 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. CONSULTANT 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 AGREEMENT. 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 Agreement pursuant to its governmental function and that nothing contained in this Agreement 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 Agreement 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 Agreement 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.

8. Insurance

8.1 CONSULTANT at their own expense 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 CONSULTANT, their agents, representatives, employees, or subcontractors. Said insurance shall be in type(s) listed below:

A. Business Automobile Liability Insurance
If services performed under this contract will require the use of vehicle(s), Automobile Liability Insurance. 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.

8.2 General Provisions for all Insurance Coverage

A. SCOPE – These provisions apply to all contracted CONSULTANTS unless specifically exempted in the proposed contract. Coverage shall state that the CONSULTANT’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.

B. SUBROGATION – CONSULTANT 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 CONSULTANT for the CITY.

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

D. 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.

E. 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 CONSULTANT.

9. Notices

All notices and billings shall be in writing and sent to the following addresses:

To CITY: City of Irving/Irving Convention & Visitors Bureau
          Attn: Diana Pfaff
          500 W. Las Colinas Blvd.
          Irving, TX 75039

          or
          dpfaff@irvingtexas.com
To CONSULTANT: Tucker & Associates
ATTN: Lori Tucker
8150 N. Central Expressway, Suite 1265
Dallas, TX 75206

Or
lori@tuckerpr.com

10. General

10.1 The terms and conditions of Sections 3, 4, 6, and 7 hereof shall survive the termination of this Agreement or completion of the Services, as the case may be.

10.2 CONSULTANT shall perform the Services as an independent contractor and shall not be considered an employee of CITY for any purpose whatsoever, including, but not limited to, entitlement to CITY employee benefits. CONSULTANT hereby expressly waives any claim or entitlement to such benefits.

10.3 CONSULTANT shall not export, directly or indirectly, any technical data acquired from under this Agreement or any products utilizing any such data to any country for which the U.S. Government or any agency thereof at the time of export requires an export license or other government approval without first obtaining such license or approval.

10.4 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.

10.5 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.

10.6 This Agreement shall be governed by the laws of the State of Texas. Venue of any action arising from this Agreement shall be in Dallas County, Texas.

10.7 This Agreement may not be modified, altered or amended except by written instrument duly executed by both parties, except that a party may change its address for notices by providing written notice to the other party.

10.8 The above shall constitute the entire understanding between CONSULTANT and CITY respecting the Services described herein. The
terms and conditions of the purchase order shall have no effect upon this Agreement and shall be used for accounting purposes only.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

CITY OF IRVING, TEXAS

By: ___________________________  CONSULTANT
    Richard H. Stopfer, Mayor

Lori Tucker, President

APPROVED AS TO FORM:

City Attorney’s Office
ACKNOWLEDGMENT

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., 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: ______________________

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

My Commission expires: ______________________

CONSULTING AGREEMENT
EXHIBIT A
SCOPE OF SERVICES

CONSULTANT will work at the direction of the Irving Convention & Visitors Bureau on the following types of activities on a retainer basis:

- Develop and manage media planning process
- Develop and distribute written materials, i.e., press releases, media advisories, editorials, etc.
- Pitch and arrange media coverage, including specialty publications and blogs, and accompany media on site visits/press trips as needed
- Identify public relations opportunities (i.e., subject matter experts, interviews, speaking engagements)
- Identify additional opportunities to promote Irving as a destination
- Provide turnkey media event support
- Provide representation in New York City for the purpose of placements, media calls, attendance at media events, etc., due to the large concentration of travel, lifestyle, business and trade media based in that area.

The 2019-20 Fiscal Year Budget for Public Relations/Media Agency services is $49,500 to include all services plus expenses; the budget for the 2020-21 Fiscal Year is expected to be the same.

The monthly retainer fee charged by CONSULTANT is $4,000/month; a total of $1,500 is available for reimbursable expenses.
This policy has been established to provide uniform guidelines for proper, complete and timely reimbursement of reasonable business and travel expenses incurred by consultants engaged by the City of Irving.

NON COMPLIANCE

Failure to comply with this policy will result in disallowance of the requested reimbursement.

EXPENSE REPORTING

Itemized expense reports must be submitted with the request for reimbursement. The expense report should include, at a minimum, the date, amount and purpose for the expenditure.

Receipts are required for all travel-related expenses regardless of the amount, including lodging, meals, transportation and qualified miscellaneous expenses. If a receipt is unavailable, a written explanation for the expenditure is required.

Use of the IRS standard per diem rate, in lieu of itemizing expenses, is allowed.

TRAVEL

LOCAL TRAVEL

There will be no reimbursement for the consultant’s local travel if consultant’s offices are located in or within 75 miles of Irving.

OUT OF TOWN TRAVEL

A. Transportation – City will reimburse Consultant’s travel at economy/tourist or full fare coach class when engaged in work-related travel on behalf of the City.

1. Air Travel – The goal is to book flights with consideration given to travel time, convenience to the traveler and cost effectiveness without interfering with the business purpose of the travel.
   a. Travelers are not expected to fly at unusual times or make flight connections to qualify for discounted fares.
   b. Air travel shall be coach class using the lowest available fare.
   c. If a substantially reduced airfare is available with a Saturday night stay, the City will cover additional hotel and meal expenses
provided these expenses do not exceed the airfare savings. To be covered for the additional day’s expenses, the traveler must attach a copy of the airfare quotation to the expense report.

d. The City will not be responsible for the cost of additional flight insurance.

e. Any change in flight plans before or during the trip that increases the cost must be documented and substantiated.

2. **Ground Transportation**
   
a. Airport parking may be at the short-term lot for a period up to 24 hours. Longer times will be reimbursed at the long-term lot rate.

b. As an alternative to airport parking, a shared-ride shuttle service may be used.

c. Use of a personal automobile in lieu of air travel is allowed. The traveler will be reimbursed for mileage at the currently allowable rate or the least expensive airfare, whichever is the least amount. The airfare quote must be documented with the expense report. Incidental costs associated with automobile travel, other than taxi and airport parking, will not be included in the calculation of the lower cost. However, the incidentals will be reimbursed in addition to mileage up to the air travel cost.

d. Taxi fares and shuttles at the destination are reimbursable only if required for business purposes.

e. The City will reimburse rental of mid-size or full size vehicles but not luxury class vehicles.

B. **Lodging** – Consultants representing the City should secure accommodations in business class hotels. For example, Sheraton, D/FW Marriott, Westin, etc. Local lodging must be secured in a hotel located within the City of Irving. There will be no reimbursement for consultant's local lodging if consultant's offices are located in or within 75 miles of Irving.

C. **Meals** – The City will reimburse for reasonable meal expense up to $25 per meal. All meals, regardless of cost, must be documented with receipts. There will be no reimbursement for the consultant's meals if consultant's offices are located in or within 75 miles of Irving.

D. **Miscellaneous Expenses** – The City will not reimburse for charges listed as miscellaneous. All expenses must be identified and backup documentation must be provided upon request.

1. Reasonable tips for luggage, housekeeping, hotel shuttles, etc. are allowable business expenses, including overweight baggage fees associated with City materials.

2. Costs for personal expenses such as, but not limited to, movies, laundry, pain medication, writing instruments and materials, personal hygiene products, reading materials, etc. are not reimbursable.
3. Expenses associated with obtaining a passport for foreign travel are not reimbursable.
4. Spouse or companion travel is not reimbursable.

**BUSINESS EXPENSES**

A. **Computer Research** – The City will reimburse for actual cost, unless a reasonable markup is agreed upon at inception of contract.

B. **Incidental Charges** – The City will reimburse for actual cost of reasonable incidental charges exclusive of markup for delivery charges, fax, reproduction, long distance telephone calls, postage and similar charges. However, backup documentation must be provided. Disbursements for regular intra-office copying are not considered compensable.

**BILLING/INVOICES**

A. **Billed Hours** – All invoices for work shall state the specific number of hours spent and the hourly rate of consultant and the task performed in sufficient detail to permit review of the time charged.

B. **Billing Time** – The City will not pay for hourly time worked by consultants for preparing invoices, gathering receipts or documentation, or researching questions regarding invoices sent to the City.

C. **Invoices** – Invoices for services rendered shall include all backup documentation in sufficient detail to permit review.
Form TGC 2270
VERIFICATION REQUIRED BY TEXAS GOVERNMENT CODE CHAPTER 2270

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: Lori Tucker

Company Name: Tucker & Associates

Date Signed: 9/12/2019

NOTARIZATION

THE STATE OF Texas )

COUNTY OF Dallas )

BEFORE ME, the undersigned notary public on this day personally appeared Lori Tucker, on behalf of Tucker & Associates LLC (Company), 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 12th day of September, 2019.

JENNIFER NARVIZ
My Notary ID # 13131041
Expires October 12, 2021
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 sole proprietorship, 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.

State law requires verification from a Company for contracts involving goods or services (regardless of the amount) before the City can enter into the contract.

LSR # 21653
Resolution -- Approving and Accepting the Proposal from GTS Technology Solutions, Inc., in the Total Estimated Amount of $767,704.20 for Mobile Data Computers (MDC) and Accessories

Administrative Comments
1. This item is recommended by the Police Department.
2. Impact: The purchase of replacement Mobile Data Computers (MDC) is critical to the efficient operation of the police department.
3. The Police Department’s existing MDC’s are over five years old, have exhausted their warranty and reached the end of their useful life. The reviewing committee members evaluated each proposal submittal and recommended this purchase.
4. A Request for Proposal was issued to 832 vendors for the purpose of supplying 160 MDC’s and associated accessories for the Police Department. These MDC’s allow the Irving Police Officers to provide quick response to residents, complete offense, incident and accident reports, run license plate and driver’s license inquiries, stolen property checks, wanted person checks, as well as share information quickly with IPD communications personnel and other police officers.
5. Twelve proposals were received. GTS Technology Solutions is recommended for award as the respondent scoring the highest number of points based on established evaluation criteria.
6. Funding in the amount of $767,704.20 is available within the Radio Communications Bond Fund.

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Contract Term</th>
<th>Total Estimated Amount</th>
<th>Fiscal Year(s)</th>
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</thead>
<tbody>
<tr>
<td>GTS Technology Solutions, Inc.</td>
<td>10/1/19 – 9/30/20</td>
<td>$767,704.20</td>
<td>2019-20</td>
</tr>
</tbody>
</table>

Recommendation
The resolution be approved.

ADDITIONAL COMMENTS:
Contract Required: No
Previous Action: None
Discretionary Contract Form Required: No
Certificate of Interested Parties (Form 1295) Required: Yes
TGC-2270 Verification Form Required: Yes
Comments: Purchasing sent solicitation notices to 832 vendors of which 215 were MWBE
or HUB vendors. Responses were received from twelve vendors, six of which was an MWBE or HUB vendor. The proposal scoring the highest points based on the evaluation criteria established in the RFP was from GTS Technology Solutions, Inc. Purchasing has assigned RFP #144J-19F for tracking purposes.

The evaluation criteria for selection were as follows:

Ability to meet specifications (40%), cost, (30%), references (20%) and Completeness of Proposal (10%).

ATTACHMENTS:

TGC-2270 (PDF)
GTS Quote 40028 (PDF)

CURRENT YEAR FINANCIAL IMPACT:

FY 2019-20 4065-2310-56101-919004  Budget: $767,704.20   Actual: $767,704.20

Budget Adjustment/Transfer Required: No

REVISION INFORMATION:

Prepared: 8/30/2019 12:52 PM by Jerry Perry
Last Updated: 9/11/2019 03:38 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 proposal of GTS Technology Solutions, Inc., in the total estimated amount of $767,704.20, for Mobile Date Computers and accessories.

SECTION II. THAT funding for these expenditures is available within the Radio Communications 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 September 19, 2019.

____________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

____________________________
Shanae Jennings
City Secretary

APPROVED AS TO FORM:

____________________________
Kuruvilla Oommen
City Attorney
Form TGC 2270

VERIFICATION REQUIRED BY TEXAS GOVERNMENT CODE CHAPTER 2270

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: Britta Butler  Title: VP of Sales

Company Name: GTS Technology Solutions, Inc.

Date Signed: 8/28/2019

NOTARIZATION

THE STATE OF Texas

COUNTY OF Travis

BEFORE ME, the undersigned notary public on this day personally appeared Britta Butler on behalf of GTS Technology Solutions, Inc. (Company), 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 28 day of August, 2019.

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 sole proprietorship, 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.

State law requires verification from a Company for contracts involving goods or services (regardless of the amount) before the City can enter into the contract.

Contract #144J-19F  LSR #__________
<table>
<thead>
<tr>
<th>QUOTE FOR:</th>
<th>CITY OF IRVING</th>
<th>CITY OF IRVING</th>
</tr>
</thead>
</table>

**CUSTOMER P.O. NO.** | **TERMS** | **SALES REP**
Panasonic CF-33 Tablet | Net 30 Days | JD Rowell

<table>
<thead>
<tr>
<th>NO.</th>
<th>ITEM</th>
<th>CONTRACT</th>
<th>QTY.</th>
<th>UOM</th>
<th>PRICE</th>
<th>EXTENDED PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>CF-33ME-02VM: Panasonic CF-33 Toughbook</td>
<td>NON CONTRACT</td>
<td>160.00</td>
<td>EACH</td>
<td>$3,598.53</td>
<td>$575,764.80</td>
</tr>
</tbody>
</table>

**NOTE:** PANASONIC : Public Sector Specific - Elite XL 1, Win10 Pro,i7-7600U, vPro, 12.0in QHD Touch+Digitizer, 16GB, 512GB SSD,a/b/g/n/ac, TPM 2.0, BT, Dual Pass (Ch1:WWAN/Ch2:WWAN-GPS), 4G LTE-Advanced Multi Carrier (EM7455), Dgps, See Price file for full description

5 YEAR NO FAULT WARRANTY INCLUDED

| 2   | IK-82-SA-USB: IKey Stand-alone Keyboard | NON CONTRACT | 160.00 | EACH | $334.95 | $53,592.00 |
| 3   | CF-VEK331LMP: PANASONIC Premium Keyboard for CF-33. Emissive Red Backlit (4 levels),Handle/kickstand - display can be opened to any angle.Compatible with Tablet, 33 Laptop Vehicle Dock, and 33 Desktop Dock, Ethernet, SDXC(full-size), HDMI, VGA, USB 2.0, USB 3.0 (2), Ser | NON CONTRACT | 5.00 | EACH | $560.68 | $2,803.40 |

| 4   | DS-PAN-1204-2: Docking Station with Dual Pass-Through Antenna connection for Panasonic Toughbook 33 Tablet Only (Advanced Port Replication) | NON CONTRACT | 160.00 | EACH | $719.46 | $115,113.60 |
| 5   | LPS-103: 120 Watt Power Supply for use with DS-PAN-1100 and DS-PAN-1200 Series Docking Stations | NON CONTRACT | 160.00 | EACH | $127.69 | $20,430.40 |
| 6   | FREIGHT CHARGE: Freight Charge | NON CONTRACT | 1.00 | EACH | $0.00 | $0.00 |

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.
Resolution -- Renewing the Contract with URT Texas, Inc., for Wrecker Service and Auto Pound Operations for a Two-Year Period

Administrative Comments

1. This item is recommended by the Police Department.

2. **Impact:** Wrecker service is a critical public safety service which enhances the safety and efficiency of our roadways by promptly removing wrecked or disabled vehicles. It also helps improve the visual impression of the city by keeping wrecked and abandoned vehicles off of streets and out of neighborhoods.

3. Revenue to the city is accrued per vehicle from storage fees of $20.00 (standard) and $35.00 (all others) per day and notification fees of $50.00 when applicable.

4. The vendor receives all towing fees as follows: $145.00 flat rate for basic tows, $175.00 hourly rate for medium tows, $250.00 hourly rate for heavy tows, $150.00 hourly rate for trailers less than 10,000 lbs. gross vehicle weight and $175.00 hourly rate for trailers greater than 10,000 lbs. gross vehicle weight.

5. All fees are collected by the contractor who submits a check to the city with towing charges and impound fees deducted. The check is accompanied by a report which itemizes and categorizes all receipts by type of service.

6. The contract period will be from October 1, 2019 through September 30, 2021.

7. This renewal establishes the continuation of a contract for wrecker service and auto pound operation. This is the second and final two-year renewal option. The current contract expires September 30, 2019 and revenue received to date has been approximately $230,000.00.

Recommendation

The resolution be approved.

ADDITIONAL COMMENTS:

<table>
<thead>
<tr>
<th>Contract Required: No</th>
<th>Review Completed By: N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>Previous Action: 2017-331</td>
<td>Council Action: Approved renewal</td>
</tr>
<tr>
<td>Discretionary Contract Disclosure Form Required: On file</td>
<td></td>
</tr>
<tr>
<td>Certificate of Interested Parties (Form 1295) Required: No</td>
<td></td>
</tr>
<tr>
<td>TGC-2270 Verification Form Required: No</td>
<td></td>
</tr>
</tbody>
</table>

Comments: Services provided by the vendor meet specifications and performance criteria; pricing remains the same. This is the second and final two-year renewal option. Purchasing has assigned 016J-20F for tracking purposes.
CURRENT YEAR FINANCIAL IMPACT:
None

REVISION INFORMATION:
Prepared: 8/30/2019 09:47 AM by Jerry Perry
Last Updated: 9/11/2019 08:33 AM by Jerry Perry
BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS:

SECTION I. THAT the City Council hereby renews the contract with URT Texas, Inc., for Wrecker Service and Auto Pound Operations for the period of October 1, 2019 through September 30, 2021, and that said vendor shall be compensated $145.00 flat rate for basic tows, $175.00 per hour for medium tows, $250.00 per hour for heavy tows, $150.00 per hour for trailers less than 10,000 lbs. gross vehicle weight, and $175.00 per hour for trailers greater than 10,000 lbs. gross vehicle weight.

SECTION II. THAT revenue from wrecker service proceeds shall be deposited into 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 September 19, 2019.

____________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

____________________________
Shanae Jennings
City Secretary

APPROVED AS TO FORM:

____________________________
Kuruvilla Oommen
City Attorney
Resolution -- Approving a Professional Services Agreement Between the City of Irving and Texas Municipal League Intergovernmental Risk Pool (TML-IRP) in the Average Estimated Annual Amount of $674,577.00 for Property Insurance Coverage for a Three-Year Period

**Administrative Comments**

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

2. **Impact:** Property & casualty insurance mitigates the city’s exposure to loss.

3. A Request for Proposal (RFP) was issued on July 17, 2019 for Property & Casualty Insurance Coverage & Services. Two proposals were received and scored based on evaluation criteria as established in the RFP. Human Resources recommends awarding property insurance coverage to Texas Municipal League Intergovernmental Risk Pool (TML-IRP) as the single respondent for these coverages and services.

4. TML-IRP’s proposal is competitive in the market and offers benefits of a flat wind/hail deductible, flood and earthquake coverage, and automatic coverage for high valued vehicles that the city acquires as well as the opportunity to lower the city’s deductible on the Auto Physical Damage coverage for a nominal amount. TML-IRP has provided the city with property insurance coverage since 1985 and has an excellent track record with regard to filing and paying out on claims, allowing the city to continue or restore operations in a timely manner when property losses occur.

5. This award established a three-year contract for the continuation of providing property insurance coverage. It includes two, two-year renewal options. The current contract expires on September 30, 2019.

6. Funding for Fiscal Years 2019-20 through 2021-22 is subject to budget appropriation in the Self-Insurance Fund.

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Texas Municipal League Intergovernmental Risk Pool</td>
<td>Property Insurance Coverage</td>
<td>10/1/19 - 9/30/22</td>
<td>$586,859</td>
<td>$674,577</td>
<td>$775,764</td>
<td>$2,037,200</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: Yes
Certificate of Interested Parties (Form 1295) Required: No
TGC 2270 Verification Form Required: Yes

Comments: Purchasing sent solicitation notices to 962 vendors, 371 of which were M/WBE or HUB vendors. Three responses were received. The proposal for property insurance coverage from Texas Municipal League Intergovernmental Risk Pool has been determined to be reasonable and acceptable based on evaluation criteria as established in the Request for Proposals and is being recommended for award. Purchasing assigned RFP #185D-19F for tracking purposes. The evaluation criteria for selection were as follows: Responsiveness to the Request for Proposals (20%); economic evaluation of the proposed fee schedule (40%); proposer’s capability to provide services requested (30%); and added value such as proposer’s capability to provide additional items and services (10%).

ATTACHMENTS:
TML-IRP Professional Services Agreement (PDF)
TML-IRP TGC 2270 (PDF)
TML-IRP Discretionary Contract Disclosure Form (PDF)

CURRENT YEAR FINANCIAL IMPACT:
Fiscal Year 2019-20:
6750-1252-56303-1132 Budget: $586,859.00 Actual: $586,859.00
(Subject to budget appropriation)
Purchasing orders will be issued as needed.
Budget Adjustment/Transfer Required: No

REVISION INFORMATION:
Prepared: 9/3/2019 05:54 PM by Darlene Humphries
Last Updated: 9/13/2019 12:01 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 the attached Professional Services Agreement between the City of Irving and Texas Municipal League Intergovernmental Risk Pool, for Property Insurance Coverage Services in the estimated amount of $586,859.00 for the period of October 1, 2019, through September 30, 2020, in the estimated amount of $674,577.00 for the period of October 1, 2020, through September 30, 2021, and in the estimated amount of $775,764.00 for the period of October 1, 2021, through September 30, 2022, subject to funds being appropriated in Fiscal Years 2019-20, 2020-21, and 2021-22, and the Mayor is authorized to execute said agreement.

SECTION II. THAT funding for these expenditures will be available in the Self-Insurance 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 September 19, 2019.

________________________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

________________________________________
Shanae Jennings
City Secretary

APPROVED AS TO FORM:

________________________________________
Kuruvilla Oommen
City Attorney
Professional Services/Consultant Agreement
Attachment H-3

THIS AGREEMENT is entered into as of the 19th day of September, 2019, A.D., by and between 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, hereinafter referred to as "CITY", and Texas Municipal League Intergovernmental Risk Pool (TMLIRP), hereinafter referred to as "Consultant".

WITNESSETH:

In consideration of the premises and mutual covenants hereinafter contained, the parties hereto agree as follows:

1. Services

Section 1.1 The CONSULTANT shall perform the services set out in Exhibit "A" and is incorporated herein as though fully set out, with such document hereinafter referred to as the "the Services".

2. Compensation and Reimbursement

2.1 CITY shall pay CONSULTANT a fee not-to-exceed Five Hundred and Eighty-Six Thousand and Eight Hundred Fifty Nine and no/100 dollars ($586,859) for FY 2019-2020, Six Hundred and Seventy-Four Thousand and Five Hundred Seventy Seven and no/100 dollars ($674,577) for FY 2020-2021, Seven Hundred and Seventy Five Thousand and Seven Hundred and Sixty Four and no/100 dollars ($775,764) for FY 2021-2022, as specified in Exhibit "A" of this Agreement.

2.2 CONSULTANT shall submit invoices in conjunction with the deliverables and payables schedule outlined in the RFP or, lacking that schedule, monthly, as the work progresses. CITY shall then pay the CONSULTANT the total amount of the invoice which is validly due within thirty (30) days, with the final installment being paid upon satisfactory completion of the project. All payments made under this Agreement shall be made from currently available funds.

2.2.1 CONSULTANT must give written notice that the Services have been completed or substantially completed, and CITY shall make a final inspection of the Services, and if the Services are found to be completed or substantially completed in accordance with this Agreement, CITY shall, upon the receipt of invoice, pay CONSULTANT within thirty (30) days the balance due CONSULTANT under the terms of this Agreement.

2.3 In the event CITY should request additional services not set forth in Exhibit "A", CONSULTANT and CITY shall agree in writing on the compensation for those services prior to performance by CONSULTANT. Performance of theses additional services may be within or without the term of the contract set forth in Section 5 of this Agreement. Under no circumstances, will CONSULTANT undertake additional services without prior written authorization from CITY.

3. Confidential Relationship

3.1 CITY may from time to time communicate to CONSULTANT certain information,
including, but not limited to, electronic files more fully described in Exhibit "C", City of Irving, Texas Electronic Files Requested, of this Agreement to enable CONSULTANT to effectively perform the Services. CONSULTANT shall treat all such information as confidential, whether or not so identified, and shall not disclose any part thereof without the prior written consent of CITY. CONSULTANT shall limit the use and circulation of such information, even within its own organization to the personnel assigned to this engagement to the extent necessary to perform the Services. The foregoing obligations of this Section 3, however, shall not apply to any part of the information that (i) has been disclosed in publicly available sources of information, (ii) is, through no fault of CONSULTANT, hereafter disclosed in publicly available sources of information, (iii) is now in the possession of CONSULTANT without any obligation of confidentiality, or (iv) has been or is hereafter rightfully disclosed to CONSULTANT by a third party, but only to the extent that the use or disclosure thereof has been or is rightfully authorized by that third party.

3.2 CONSULTANT agrees to maintain the confidential information using procedures no less rigorous than those used to protect and preserve the confidentiality of its own proprietary information, and in doing so, to comply with City's security protocol as stated in Exhibit "D", Security Protocol, attached hereto.

3.3 CONSULTANT shall not disclose any reports, recommendations, conclusions, or other results of the Services, the existence of, or the subject matter of this contract without the prior written consent of CITY.

3.4 In its performance hereunder, CONSULTANT shall comply with all legal obligations it may now or hereafter have respecting the information or other property of any other person, firm or corporation.

4. Proprietary Rights

4.1 The work product of the Services, and any writings, discoveries, inventions and innovations or data resulting from the Services, shall be promptly communicated to, and be the property of CITY.

4.2 As instruments of service, all documents, including original drawings, estimates, and notes shall be available for use by CONSULTANT named herein.

5. Term

5.1 This Agreement shall commence on October 1, 2019 and terminate on September 30, 2022 (the "Initial Term"). The City may terminate this Agreement upon ten (10) days written notice to the CONSULTANT. In the event this Agreement terminates prior to the completion of the Services for reasons other than for cause, payment shall be made for services performed through the effective termination date including reimbursable expenses then due. This payment shall be the CITY's sole obligation to the CONSULTANT. In addition, upon termination or expiration of this Agreement, CONSULTANT shall return to CITY any and all equipment, documents, or materials, and all copies made thereof, which CONSULTANT received from, and/or developed for CITY for the purposes of this Agreement.
5.2 Upon the expiration of the Initial Term or the expiration of the immediately preceding renewal term (hereinafter defined), CITY and CONSULTANT may mutually agree in writing to extend this Agreement for two (2) additional periods of twenty-four (24) months each (the "Renewal Term"). The Renewal Term shall be subject to all of the same terms and conditions of this Agreement and shall be subject to the annual appropriation of funds by the CITY.

6. Right to Audit

The City, at its own expense, shall have the right at all reasonable times during normal business hours and upon at least twenty-four (24) hours advance notice, to audit, to examine, and to make copies of or extracts from the books of account and records maintained by CONSULTANT with respect to the Services. If such audit shall disclose overpayment by City to CONSULTANT, written notice of such overpayment shall be provided to CONSULTANT and the amount of overpayment shall be promptly reimbursed by CONSULTANT to the City. In the event any such overpayment is not paid within ten (10) days after receipt of such notice, the unpaid amount of such overpayment shall bear interest at the rate of one percent (1%) per month from the date of such notice until paid.

7. Indemnification

CONSULTANT (THE "INDEMNIFYING PARTY"), SHALL AT ITS SOLE COST 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 CONSULTANT PURSUANT TO THIS AGREEMENT (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 CONSULTANT OR THE CITY. THE INDEMNITIES IN THIS AGREEMENT 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. CONSULTANT SHALL USE LEGAL COUNSEL REASONABLY ACCEPTABLE TO THE CITY IN CARRYING OUT ITS OBLIGATIONS HEREFUNDER. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE EXPIRATION OR EARLY TERMINATION OF THIS AGREEMENT. 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.

IF THE CONTRACT IS FOR ENGINEERING OR ARCHITECTURAL SERVICES IT IS THE EXPRESS INTENTION OF THE PARTIES THAT THIS SECTION ONLY PROVIDE INDEMNIFICATION TO THE EXTENT ALLOWED BY THE TEXAS LOCAL GOVT CODE SEC. 271.904 AND SHALL BE CONSTRUED TO THAT EFFECT.

The parties hereby acknowledge and agree that CITY is entering this Agreement pursuant to its governmental function and that nothing contained in this Agreement 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 Agreement 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 agreement 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.

8. Notices

All notices and billings shall be in writing and sent to the following addresses:

To CITY:
City of Irving
Attn: Chris Garza
825 W. Irving Boulevard
Irving, Texas 75060

To CONSULTANT:
Texas Municipal League Intergovernmental Risk Pool
Attn: Corby Bittner
1821 Rutherford Lane, First Floor
Austin, Texas 78754

9. General

9.1 The terms and conditions of Sections 3, 4, 6, and 7 hereof shall survive the termination of this Agreement or completion of the Services as the case may be.

9.2 CONSULTANT shall perform the Services as an independent contractor and shall not be considered an employee of CITY for any purpose whatsoever, including but not limited to entitlement to CITY employee benefits. CONSULTANT hereby expressly
waives any claim or entitlement to such benefits.

9.3 CONSULTANT shall not export, directly or indirectly, any technical data acquired from under this Agreement or any products utilizing any such data to any country for which the U.S. Government or any agency thereof at the time of export requires an export license or other Government approval without first obtaining such license or approval.

9.4 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.

9.5 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.

9.6 This Agreement shall be governed by the laws of the State of Texas. Venue of any action arising from this Agreement shall be in Dallas County, Texas.

9.7 This Agreement may not be modified, altered, or amended except by written instrument duly executed by both parties, except that a party may change its address for notices by providing written notice to the other party.

9.7 The above shall constitute the entire understanding between CONSULTANT and CITY respecting the Services described herein. The Terms and Conditions of the purchase order shall have no effect upon this Agreement and shall be used for accounting purposes only.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

CITY OF IRVING, TEXAS

By: ____________________________________________
Richard H. Stopfer, Mayor

CONSULTANT

By: ____________________________________________
Corby Bittner
TMLIRP

ATTEST:

__________________________________________
Shanae Jennings
City Secretary

APPROVED AS TO FORM:

__________________________________________
Kuruvilla Oommen
City Attorney

rev. 10.11.17
EXHIBIT A
SCOPE OF SERVICES

See attached Response for Request for Proposal 185D-19F from Consultant
## Bid / Proposal Summary

**Date:** August 6, 2019  
**Entity Name:** City of Irving  
**Entity ID:** 4862  
**Proposed Effective Date:** October 1, 2019  
**Proposed Anniversary Date:** October 1, 2020

<table>
<thead>
<tr>
<th>Type of Coverage</th>
<th>Limit</th>
<th>Deductible</th>
<th>Annual Contribution</th>
</tr>
</thead>
<tbody>
<tr>
<td>Workers' Compensation</td>
<td>Statutory</td>
<td>$500,000</td>
<td>$341,617</td>
</tr>
<tr>
<td>Cyber Liability (See Sample Declarations of Coverage for Limits)</td>
<td>$1,000,000 Aggregate</td>
<td>$0</td>
<td>Included</td>
</tr>
<tr>
<td>Auto Physical Damage</td>
<td>As Scheduled Actual Cash Value</td>
<td>$50,000/100,000</td>
<td>$117,288</td>
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<tr>
<td>Auto Catastrophe Coverage</td>
<td>$15,000,000 Each occurrence</td>
<td>$50,000</td>
<td>$31,050</td>
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<tr>
<td>Real &amp; Personal Property 1</td>
<td>$545,279,133 Actual Cash Value</td>
<td>$100,000</td>
<td>$272,455</td>
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<tr>
<td>Wind and Hail Occurrence Deductible Reinstatement</td>
<td></td>
<td>$54,080</td>
<td></td>
</tr>
<tr>
<td>Flood 1</td>
<td>$5,000,000 Actual Cash Value</td>
<td>$100,000</td>
<td>$55,923</td>
</tr>
<tr>
<td>Earthquake 1</td>
<td>$10,000,000 Actual Cash Value</td>
<td>$100,000</td>
<td>Included</td>
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<tr>
<td>Mobile Equipment</td>
<td>$13,049,471 Actual Cash Value</td>
<td>$75,000</td>
<td>$35,269</td>
</tr>
<tr>
<td>Boiler &amp; Machinery 3</td>
<td>$31,904,000 Per accident</td>
<td>$100,000</td>
<td>Included</td>
</tr>
<tr>
<td>Public Employee Dishonesty</td>
<td>$1,000,000 Per occurrence</td>
<td>$25,000</td>
<td>$3,660</td>
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<tr>
<td>Forgery or Alteration</td>
<td>$1,000,000 Per occurrence</td>
<td>$25,000</td>
<td>$535</td>
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<tr>
<td>Theft, Disappearance &amp; Destruction Coverage C - Inside</td>
<td>$1,000,000 Per occurrence</td>
<td>$25,000</td>
<td>$1,527</td>
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<tr>
<td>Coverage C - Outside</td>
<td>$1,000,000 Per occurrence</td>
<td>$25,000</td>
<td>Included</td>
</tr>
<tr>
<td>Computer Fraud</td>
<td>$100,000 Per occurrence</td>
<td>$25,000</td>
<td>$1,807</td>
</tr>
</tbody>
</table>

**TOTAL ANNUAL:** $915,211.00  
2% Annual Payment Discount: $18,304.22  
**Total Annual Contribution:** $896,906.78  
**Quarterly Payment:** $228,802.75

SEE PROPOSAL FOR OPTIONAL COVERAGEs, LIMITS, DEDUCTIBLES, etc.

1. Deductible applies per vehicle, subject to a $100,000 maximum deductible for any occurrence involving two or more vehicles. The occurrence deductible does not apply to loss caused by hail.
2. Real & Personal Property deductible is on a per occurrence basis except for Wind and Hail that carries a 1% per building deductible and there is no coinsurance penalty.
3. Flood & Earthquake coverage is provided as an option under Real & Personal Property Coverage and may not be purchased separately. Flood & Earthquake limit is the aggregate limit for all losses occurring during the fund year. Limitations apply to properties in Flood Zones A and V located in the first tier of counties and in Harris, Orange and Jackson counties.
4. Flood & Earthquake coverage is provided as an option under Real & Personal Property Coverage and may not be purchased separately. Flood & Earthquake limit is the aggregate limit for all losses occurring during the fund year. Limitations apply to properties in Flood Zones A and V located in the first tier of counties and in Harris, Orange and Jackson counties.
5. Boiler & Machinery Coverage is included at no additional charge (except for electric generating facilities) under Real & Personal Property.

Texas Municipal League Intergovernmental Risk Pool
Page 1 of 2
Bid / Proposal Summary

Coverage and may not be purchased separately.

* Annual Payment Discount applies if full annual contribution is paid within 30 days of the effective date, or receipt of your first bill, whichever is later. (The Annual Payment Discount does not apply to public officials' bonds or windstorm coverage for Tier 1 members.)

*Monoline Real and Personal Property, Automobile Physical Damage or Automobile Catastrophe coverage will continue to be supported for members who currently only have that coverage for a maximum of three years to allow the member to purchase other required lines of coverage or withdraw from the Pool (i.e. these members are “grandfathered” until the 2022-23 Fund Year).
EQUITY RETURNS

In January 2005 the Pool’s Board of Trustees adopted a policy to return to the Property program members 50% of any equity gain in the previous year ending September 30. In January 2007 this policy was extended to the Workers’ Compensation and Liability Funds. In January 2008 a provision was added for a 75% equity distribution under certain conditions. The criteria that must be met include:

1. Members’ Equity as a percent of net contributions is at least 75 percent,
2. Members’ Equity as a percent of net loss reserves is at least 50 percent,
3. Equity in the Fund increased during the prior fund year, and
4. The increase in Members’ Equity is at least $1 million after offsetting any loss of equity in the year immediately preceding the prior fund year.

These criteria assure that the financial conditions of each Fund being reviewed for an equity return are sound. Under this policy the following equity returns have been distributed:

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Workers’ Compensation</th>
<th>Liability</th>
<th>Property</th>
<th>Total</th>
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<tbody>
<tr>
<td>04-05</td>
<td>-</td>
<td>$4,900,000</td>
<td>$4,300,000</td>
<td>$9,200,000</td>
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<tr>
<td>05-06</td>
<td>-</td>
<td>11,700,000</td>
<td>3,200,000</td>
<td>14,900,000</td>
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<tr>
<td>06-07</td>
<td>6,800,000</td>
<td>9,200,000</td>
<td>570,000</td>
<td>16,570,000</td>
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<tr>
<td>07-08</td>
<td>8,100,000</td>
<td>7,800,000</td>
<td>-</td>
<td>15,900,000</td>
</tr>
<tr>
<td>08-09</td>
<td>8,500,000</td>
<td>3,800,000</td>
<td>4,200,000</td>
<td>16,500,000</td>
</tr>
<tr>
<td>09-10</td>
<td>7,300,000</td>
<td>4,100,000</td>
<td>4,600,000</td>
<td>16,000,000</td>
</tr>
<tr>
<td>10-11</td>
<td>2,500,000</td>
<td>5,500,000</td>
<td>-</td>
<td>8,000,000</td>
</tr>
<tr>
<td>11-12</td>
<td>1,800,000</td>
<td>4,100,000</td>
<td>3,100,000</td>
<td>9,000,000</td>
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<tr>
<td>12-13</td>
<td></td>
<td>2,800,000</td>
<td>-</td>
<td>2,800,000</td>
</tr>
<tr>
<td>13-14</td>
<td></td>
<td>2,000,000</td>
<td>-</td>
<td>2,000,000</td>
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<tr>
<td><strong>Total 10 Years</strong></td>
<td><strong>$35,000,000</strong></td>
<td><strong>$53,100,000</strong></td>
<td><strong>$22,700,000</strong></td>
<td><strong>$110,870,000</strong></td>
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<tr>
<td><strong>10-year average</strong></td>
<td><strong>$3,500,000</strong></td>
<td><strong>$5,310,000</strong></td>
<td><strong>$2,277,000</strong></td>
<td><strong>$11,087,000</strong></td>
</tr>
</tbody>
</table>
Liability Coverage Features

The Texas Municipal League Intergovernmental Risk Pool’s liability coverage includes the following features at no additional cost:

### All Liability Coverages

- **“Occurrence” rather than “Claims-Made” Form**
  - All coverages including Errors & Omissions and Law Enforcement Liability.
- **Punitive and Exemplary Damages**
  - Not Excluded (unless assumed by contract).
- **Defense Costs**
  - Included in addition to policy limits.
- **Pay On Behalf Of**
  - Included

### Errors & Omissions

- **Coverage for Employment-Related Matters including Discrimination, Wrongful Termination, Failure to Hire or Promote and Sexual Harassment or Misconduct**
  - Included
- **Criminal Defense Reimbursement**
  - $10,000
- **Back Wages**
  - 50% up to $25,000 when awarded in connection with other covered damages.
- **Claims filed with EEOC and Texas Commission on Human Rights**
  - Included in the definition of “Suit”.
- **Five Years Prior Acts Coverage**
  - Included
- **Coverage for Members of Boards or Commissions including Airport and Utility Boards**
  - Included
- **Coverage for Attorneys, Architects, Engineers and Accountants**
  - Included while acting as public officials or employees of the Member.
- **Land Use/Zoning**
  - Included when damages are sought.
- **Mental Anguish**
  - Included when sought in connection with an alleged civil rights violation.
- **Coverage for Actual or Alleged Civil Rights Violations**
  - Included
- **Whistleblower’s and Workers’ Compensation Retaliation Claims**
  - Included
# Liability Coverage Features

## General Liability

**Pollution Coverage**

Broad coverage for damages or injuries that occur within 45 days of a sudden and accidental pollution incident. No time limitation for damage or injury resulting from the Member's products (such as water) or chlorine usage and coverage extends to gradual as well as sudden events.

Failure to Supply Gas, Oil, Water, Electricity or Steam resulting from unintentional error or damage to tangible property

Included

Fireworks Displays

Included

Watercraft Liability

Included

Fire Legal Liability

Included up to full Limits of Liability

Incidental Medical Malpractice

Included

Emergency Medical Services (EMTs and Paramedics)

Included

Special Events

Included

## Law Enforcement Liability

**Coverage for Alleged Use of Excessive Force**

Included

Moonlighting

Included for the Member and officers acting in their capacity as Law Enforcement Officers.

High Speed Pursuit

Included if there is no physical contact with Member's vehicle.

Coverage for Intentional Acts

Included

Damage to Seized or Impounded Property

Included

Jails

Included

Coverage for Actual or Alleged Violations of Civil Rights

Included

Mutual Aid Agreements

Included

## Automobile Liability

**Medical Payments**

$25,000 for vehicles with design capacity of 8 passengers or less.

**Vehicles Added During the Year**

Automatic coverage at no additional charge.
## Liability Coverage Features

<table>
<thead>
<tr>
<th>Feature</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Deductible Reimbursement for Volunteers</strong></td>
<td>Up to $500 for damage to vehicles owned by volunteer firefighters or emergency medical personnel when damage occurs during emergency response on behalf of the Member.</td>
</tr>
<tr>
<td><strong>High Speed Pursuit</strong></td>
<td>Included if there is physical contact with the Member’s vehicle.</td>
</tr>
</tbody>
</table>

### Automobile Physical Damage

<table>
<thead>
<tr>
<th>Feature</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Deductible Limitation</strong></td>
<td>$10,000 maximum deductible for all vehicle damage sustained in one occurrence, except for damage resulting from hail.</td>
</tr>
</tbody>
</table>
# Property Coverage Features

The Texas Municipal League Intergovernmental Risk Pool’s property coverage includes the following features at no additional cost:

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Coinurance Provision</td>
<td>None</td>
</tr>
<tr>
<td>Pollution Damage to Covered Property Caused by a Covered Peril</td>
<td>Included at Real and Personal Property Limit</td>
</tr>
<tr>
<td>Pollutant Clean up</td>
<td>$20,000 each covered premises</td>
</tr>
<tr>
<td>Accounts Receivable</td>
<td>$10,000*</td>
</tr>
<tr>
<td>Valuable Papers/EDP Media</td>
<td>$10,000*</td>
</tr>
<tr>
<td>Loss of Revenue/Extra Expense/Rental Income</td>
<td>$50,000*</td>
</tr>
<tr>
<td>Personal Effects of Employees/Volunteers</td>
<td>$5,000*</td>
</tr>
<tr>
<td>Outdoor Property - Trees, Plants, Shrubs</td>
<td>$10,000 per occurrence*</td>
</tr>
<tr>
<td></td>
<td>$250 Any one tree, plant or shrub*</td>
</tr>
<tr>
<td>Debris Removal</td>
<td>Included at Real and Personal Property Limit</td>
</tr>
<tr>
<td>Demolition of undamaged portions of covered structures</td>
<td>Included at Real and Personal Property Limit</td>
</tr>
<tr>
<td>Boiler &amp; Machinery</td>
<td>Included (except electric generating plants)</td>
</tr>
<tr>
<td></td>
<td>(Charge may apply to certain Members)</td>
</tr>
<tr>
<td>Increased cost of construction due to Building Ordinances</td>
<td>Included at Real and Personal Property Limit</td>
</tr>
<tr>
<td>Loss to undamaged portion of a covered structure</td>
<td>Included at Real and Personal Property Limit</td>
</tr>
<tr>
<td>Newly acquired/constructed structures</td>
<td>Automatic $1,000,000 or total Building and Contents values, whichever is less. Additional limits available upon notification. No time limitation applies. Certain types of property must be reported.</td>
</tr>
<tr>
<td>Property in Transit</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Property Off Premises</td>
<td>Included at Real and Personal Property Limit</td>
</tr>
<tr>
<td>Sewer Backup</td>
<td>Included at Real and Personal Property Limit</td>
</tr>
<tr>
<td>Communications Equipment</td>
<td>Included at Real and Personal Property Limit</td>
</tr>
<tr>
<td>Computer Equipment</td>
<td>Included at Real and Personal Property Limit</td>
</tr>
<tr>
<td>Electrical Damage – EDP equipment</td>
<td>Included at Real and Personal Property Limit</td>
</tr>
</tbody>
</table>
## Property Coverage Features

<table>
<thead>
<tr>
<th>Feature</th>
<th>Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Glass Breakage</td>
<td>INCLUDED AT REAL AND PERSONAL PROPERTY LIMIT</td>
</tr>
<tr>
<td>Glass Display or Trophy Cases</td>
<td>INCLUDED AT REAL AND PERSONAL PROPERTY LIMIT</td>
</tr>
<tr>
<td>Ground Maintenance Equipment</td>
<td>INCLUDED AT REAL AND PERSONAL PROPERTY LIMIT</td>
</tr>
<tr>
<td>Fine Arts</td>
<td>LESSER OF REPAIR COST OR SCHEDULED VALUE, MUST BE REPORTED</td>
</tr>
<tr>
<td>Fire Department Service Charge</td>
<td>INCLUDED</td>
</tr>
<tr>
<td>Fire Equipment Recharge</td>
<td>INCLUDED</td>
</tr>
<tr>
<td>Commandeered Boats</td>
<td>INCLUDED IN MOBILE EQUIPMENT</td>
</tr>
<tr>
<td>Outdoor Property – Detached Signs, Fences, Antennas</td>
<td>INCLUDED AT REAL AND PERSONAL PROPERTY LIMIT, MUST BE REPORTED</td>
</tr>
<tr>
<td>Temporary repairs after a loss to prevent further damage</td>
<td>INCLUDED AT REAL AND PERSONAL PROPERTY LIMIT</td>
</tr>
<tr>
<td>Inventory costs related to a loss</td>
<td>INCLUDED</td>
</tr>
<tr>
<td>Portable equipment</td>
<td>INCLUDED AT REAL AND PERSONAL PROPERTY LIMIT</td>
</tr>
<tr>
<td>Property of Others</td>
<td>INCLUDED AT REAL AND PERSONAL PROPERTY LIMIT</td>
</tr>
<tr>
<td>Premises Boundary</td>
<td>NONE</td>
</tr>
<tr>
<td>Spoilage</td>
<td>INCLUDED AT REAL AND PERSONAL PROPERTY LIMIT</td>
</tr>
<tr>
<td>Off Premises Utility Failure</td>
<td>INCLUDED AT REAL AND PERSONAL PROPERTY LIMIT</td>
</tr>
<tr>
<td>Lock replacement after a loss</td>
<td>INCLUDED AT REAL AND PERSONAL PROPERTY LIMIT</td>
</tr>
<tr>
<td>Changes in temperature/humidity</td>
<td>INCLUDED AT REAL AND PERSONAL PROPERTY LIMIT</td>
</tr>
<tr>
<td>Architectural/Engineering fees incurred as the result of a loss</td>
<td>INCLUDED</td>
</tr>
<tr>
<td>Underground Sprinkler Systems</td>
<td>INCLUDED AT REAL AND PERSONAL PROPERTY LIMIT, MUST BE REPORTED</td>
</tr>
</tbody>
</table>

* These are the basic Coverage Extension Limits provided at no cost to the Member. Additional limits are available and if this Invitation to Bid requests such additional limits, they have been included in this response.
City of Irving
Bid Clarifications

Agreed Amount Endorsement
The coverage for Real and Personal Property provided by the Pool does not have a coinsurance clause. Therefore, the Agreed Amount Endorsement is unnecessary.

Agreed Value
Automobile Physical Damage coverage may be provided on an agreed value basis. The limit of the Fund's liability for loss to any one covered automobile shall not exceed the lesser of the following amounts:

a) The cost to repair the covered automobile;
b) The cost to replace a part or parts of the covered automobile with a part or parts of like kind and quality without deduction for depreciation;
c) The cost to replace a covered automobile with a new automobile of like kind and quality without deduction for depreciation; or
d) The stated amount scheduled.

Automobile Additions
Automobile Liability and Physical Damage contributions are based on the fleet reported in this RFP. Any vehicles added during the fund year are covered automatically for liability at no additional charge. Automobile Physical Damage coverage applies automatically at no charge to any vehicles added during the coverage period that fall into any of the categories of vehicles that are scheduled for physical damage coverage by the Member. Each Member is required to provide an updated list of all owned vehicles requiring liability and physical damage coverage prior to the Member's anniversary date.

Agents' / Brokers' Errors & Omissions Liability Coverage
The Pool works directly with eligible governmental entities and does not utilize the services of insurance agents or brokers. As a result, an Agents'/Brokers' Errors & Omissions policy is not required. The Pool assumes direct responsibility for any situations that might require this type of coverage.

Best's Rating and Reinsurance
The Texas Municipal League Intergovernmental Risk Pool is a self-insurance pool and therefore is not rated by the A.M. Best Company, which rates insurance and reinsurance companies. The Pool maintains sound financial business practices, including regular equity studies by Price Waterhouse Coopers to ensure adequate funding is maintained for current and future financial obligations of the Pool.

All of the Pool's reinsurers have an A.M. Best rating of "A-" or better or are rated "A" by Standard & Poor's. Reinsurers are identified on the Excess Fact Sheet included with this proposal. Also included is a copy of the Pool's latest annual financial report which contains the annual audit complete with the
auditors' opinions and all accompanying notes. The Pool is a participating member in the National
League of Cities Mutual Insurance Company which provides additional financial support to the Pool.

The Pool has been recognized since 1998 by the Association of Governmental Risk Pools (AGRIp) as
being in compliance with the AGRIp Advisory Standards for Public Entity Risk and Employee Benefits
Pools. AGRIp’s Advisory Standards cover all aspects of pool management and governance. AGRIp is a
leading national association for pool management and is recognized as an authority on
intergovernmental risk and benefits pooling.

Claim Settlement/Denial Notification
The Pool maintains constant contact with its Members regarding their claims. The Pool’s objective is to
discuss in advance any claim denials or settlement offers with Members. However, given the unique
circumstances that sometimes arise during the processing of a claim, time may be of the essence in
order to best serve the Member’s interests. In these rare instances, the Pool might not be able to give
prior notice of a settlement offer or denial. Because of the Pool’s continuing dialogue with Members,
this does not occur frequently.

Cancellation
Any coverage provided by the Pool can be canceled by either party by giving 60 days written notice.

If cancellation is requested by the Member due to coverage or contribution changes implemented by
the Pool, this provision will be waived. However, the effective date of cancellation in these
circumstances cannot precede the date the request for cancellation is received in the offices of the Pool.

Claim Settlement/Denial Notification
The Pool maintains constant contact with its Members regarding their claims. The Pool’s objective is to
discuss in advance any claim denials or settlement offers with Members. However, given the unique
circumstances that sometimes arise during the processing of a claim, time may be of the essence in
order to best serve the Member’s interests. In these rare instances, the Pool might not be able to give
prior notice of a settlement offer or denial. Because of the Pool’s continuing dialogue with Members,
this does not occur frequently.

Coinsurance
The coverage for Real and Personal Property provided by the Pool does not have a coinsurance clause.

Cyber Liability and Security Breach Coverage
Beginning October 1, 2016, the Pool is providing Cyber Liability and Security Breach coverage at specific
limits at no additional cost to Members that elect General Liability or Real & Personal Property coverage
through the Pool. Higher limits are available for an additional contribution charge.

Electrical Disturbance
Electrical injury or disturbance to electrical appliances, devices or wiring caused by electrical currents
artificially generated is excluded unless loss or damage from a covered peril ensues, and coverage then
applies only to such ensuing loss or damage. This exclusion does not apply to electronic data processing
equipment, media covered under valuable papers and records or boiler and machinery coverage.
Electronic Data Processing Equipment
Coverage for Electronic Data Processing Equipment is included as part of the Real and Personal Property coverage and is subject to the same limit and deductible. However, if your Electronic Data Processing Equipment and other Real and/or Personal Property are damaged as part of the same loss, only a single deductible will apply.

Extra Expense
Extra Expense coverage is subject to the same deductible as the Real and Personal Property coverage but the deductible amount is not applied separately to each line of coverage. Since the Extra Expense coverage is triggered only when there is a loss covered by the Real and Personal Property coverage, the deductible is applied only once.

Failure to Supply
Coverage is included for claims or suits for failure to supply gas, oil, water, electricity or steam that arise out of negligent acts or omissions of utility employees. Claims arising from policy decisions by the Member's governing board are not covered unless the failure to supply results from sudden and accidental injury to property owned or used by the Member to procure, produce, or transmit the gas, oil, water, electricity or steam.

Flood
With respect to loss caused by flood or earthquake, the deductible for each occurrence shall be the lesser of the following:

1. 1% of the individual scheduled Building Value for each damaged structure at the time of the loss; or
2. 0.1% of the Total Building Value for all buildings scheduled at the time of the loss.

In no event shall the percent deductible be less than the flood and earthquake occurrence deductible shown on the declarations.

Hired and Non-Owned Vehicle Coverage
Liability Coverage is automatically provided on an excess basis for Hired and Non-Owned vehicles.

Newly Acquired Property (Real & Personal Property Coverage)
Coverage is provided without additional contribution for newly acquired or constructed property up to a limit of $1,000,000 or the Real and Personal Property Limit, whichever is less.

Contribution is charged only if accumulated additional values exceed this limit.

Property in the course of construction that is under the control of a contractor, as well as certain other types of property, must be reported and a contribution charged.
Personal Injury Protection
The Pool does not offer this coverage. However, as long as you carry Workers’ Compensation coverage and the Pool’s Automobile Medical Payments coverage, Personal Injury Protection coverage may not be necessary. Personal Injury Protection coverage provides benefits to occupants of covered autos because of bodily injury resulting from a motor vehicle accident. These benefits consist of necessary expenses for medical and funeral services, a percentage of loss of income from employment, and reasonable expenses incurred for obtaining services the insured would have normally performed. The Pool’s Automobile Medical Payments coverage included in this proposal will pay reasonable expenses incurred for necessary medical and funeral services for eligible persons, not including employees, who sustain bodily injury caused by an accident involving a covered automobile. Employees occupying Member vehicles while in the course and scope of their employment would receive benefits exclusively in accordance with the Workers’ Compensation law for medical and indemnity (income) payments. Texas Attorney General opinions indicate that local governments are not authorized to purchase this coverage.

Property in Transit
Coverage is provided for covered property in transit up to a limit of $1,000,000.

Real and Personal Property - Replacement Cost
Replacement cost coverage is provided for the Member’s Real and Personal Property. There is no requirement that a building be rebuilt at the same location, but if the building is not replaced at all, the loss will be adjusted on the basis of Actual Cash Value. Actual Cash Value also applies under certain circumstances to building or structures in a state of deterioration or disrepair. Please refer to the Replacement Cost Option provisions on page 24 of 38 of the Property Coverage Document.

Terrorist Acts
Property damage resulting from Terrorist Acts is not excluded unless such acts are committed at the direction of any government, sovereign body, or agents thereof or result from rebellion, revolution, civil war, usurped power or action taken by governmental authority in hindering, combating or defending against such occurrence. Coverage is limited to $10,000,000 or the Real and Personal Property Limit, whichever is less.
WORKERS' COMPENSATION CLAIMS

The Texas Municipal League Intergovernmental Risk Pool (the Pool) has long recognized that providing Workers' Compensation coverage to Members involves more than the payment of claims. With this in mind, the Pool has developed a comprehensive approach to Workers' Compensation coverage. This program brings together a range of disciplines to provide your employees with the medical care they need, and oversight in the process of returning your employees to health and their jobs in the most efficient manner consistent with their medical needs. This comprehensive approach includes professional claims handling, loss prevention services and cost containment services.

CLAIMS SERVICES

All Workers' Compensation claims are handled in accordance with the Texas Workers' Compensation Law. To better serve Members, regional claim centers located in Austin, San Antonio, Corpus Christi, Harlingen, Houston, Dallas/Fort Worth and Lubbock, have been established. Each is staffed by professional workers' compensation adjusters licensed by the State of Texas. These offices have been strategically located to place claims assistance as close to our Members as possible. All the regional offices are supported and supervised from the main office in Austin and management and supervisory personnel in Austin are available to provide you with additional claims assistance when needed.

Staff is available to meet with Members on site to discuss any and all aspects of your claims. Detailed loss runs are provided to all Members on a quarterly basis and if a Member chooses, custom reports can be provided. The Pool will provide access to its website and dashboard functions to allow Members to produce self-directed reports of claims data. The only cost to the Member would be the charges related to their internet connection.

LOSS PREVENTION SERVICES

All loss prevention services available through the Pool are provided at no cost to Members. The range of these services is provided in more detail in the Member Services section of the proposal. Loss prevention and claims' staff work closely together to assist Members in reducing the frequency and severity of their workers' compensation claims.

COST CONTAINMENT SERVICES

The Pool has a dedicated staff to perform medical bill review services in the Austin office. All medical bills are reviewed by experienced staff through sophisticated software that compares the bills to the applicable medical fee schedules as required by the Texas Department of Insurance, Division of Workers' Compensation (TDI DWC). The Pool staff utilizes physician assistants, nurses and other analysts to review all medical bills. The Pool contracts with Progressive Medical, Inc. to help reduce cost of prescription drugs and reduce over utilization of prescription drugs. The Pool also contracts with Jopari Solutions to accept all medical bills electronically. The Pool contracts with Texas Association of School Boards to perform preauthorization services for approval of certain services required by TDI DWC. The Pool utilizes nurse case managers for medical case management on complicated and serious injuries. The Pool is a member of the Political Subdivision Workers' Compensation Alliance; an interlocal agency made up of five political subdivision risks pools that contract with medical providers to treat injured workers. The five pools are Texas Municipal League Intergovernmental Risk Pool, Texas Association of School Boards, Texas Association of Counties, Texas Council Risk Management Fund, and the Texas Water Conservation Association Risk Management Fund. Since implementing the medical bill review program and the Alliance contracts, Members have experienced an overall reduction in medical costs in excess of 30 percent.
PROPERTY AND LIABILITY CLAIMS

Since the inception of the Liability/Property Fund in 1982, the Texas Municipal League Intergovernmental Risk Pool (the Pool) has concentrated solely on providing services for units of local government. This focus on the needs of local government has enabled the Pool to develop the background, staff, and expertise to effectively serve the needs of its Members. It has also resulted in staff having a thorough understanding of the challenges and responsibilities inherent in providing governmental services. They recognize that there is a myriad of laws, rules and regulations that are the basis for Members' ability to provide services and which also guide the manner in which they are provided. The Pool's staff are experts in the application of the Texas Tort Claims Act, who fully understand the concepts of sovereign immunity and governmental versus proprietary functions, as well as the body of law that has evolved over the years that affects local governments. This focus has also allowed the Pool to develop, over the years, an unparalleled ability to effectively employ a wide variety of resources, technical skills, and experience to resolve claims. A Member of the claims management staff is available 24 hours a day to receive reports of claims.

The claims staff includes qualified adjusters, all licensed by the State of Texas, who are equipped in terms of experience and resources, to manage the wide variety of claims received by the Pool. When necessary, we will engage local adjusters supervised by staff adjusters, to assist in determining the facts related to a particular loss or to provide any special expertise that may be required. The expenses for staff and outside adjusters to process your claims are included within the contribution quoted. The only time claim expenses become part of your deductible, if you select a deductible, is when outside legal assistance or expert investigators or witnesses are engaged. In all cases, legal and expert assistance costs are paid in addition to your limits of liability. Also available are the resources of five staff attorneys to assist Pool staff and outside adjusters.

When necessary, outside counsel will be engaged to handle your claim. The Pool maintains a list of pre-approved attorneys and will engage the most qualified counsel to handle your claim. The list reflects the most qualified and experienced attorneys that have been identified with a demonstrated history of successfully representing units of local government. In most instances, attorneys located in your community or in your general area will be used. Special attention will also be given to input from a Member if they feel an attorney not on the list is particularly qualified to handle their claims. All outside attorneys receive supervision and guidance from the Pool's internal legal staff.

Staff attorneys are also available for consultation with Members to answer your coverage questions and to review a proposed course of action by a Member to identify potential problem areas. For example, we encourage Members who purchase public officials' coverage to contact the legal staff regarding employee terminations and disciplinary action, before they act, if they feel they need advice or assistance. Identifying potential problem areas before the fact can be instrumental in avoiding future difficulties and in keeping the Pool's rates low.

It is the objective of the Pool to resolve claims brought against Members quickly, in a fair and equitable manner, consistent with providing the maximum protection for the interests of Members. We maintain regular communication with Members regarding their claims. It is the Pool's goal to discuss, in advance, any settlement offers, or claim denials with Members. It is our philosophy that the involvement of Members is an essential element in the claims handling process.
LOSS PREVENTION SERVICES

The Texas Municipal League Intergovernmental Risk Pool provides extensive loss prevention services to its members. The Loss Prevention Department is staffed by 17 professional loss prevention representatives and trainers who conduct on-site evaluations, analyze loss trends, and provide education and training designed to reduce the frequency and severity of losses. The Pool’s approach specifically addresses the unique exposures of local governments. Programs are developed to address recurring high-risk exposures, prevent employee injuries, preserve assets, and avoid injury to the public. The Pool’s Loss Prevention staff strives to provide programs and services to prevent and reduce losses without interfering with Members’ primary functions.

RISK ASSESSMENT OF WORKSITES AND PROPERTY
Surveys are conducted to detect, eliminate, and control physical and environmental hazards that contribute to accidents or damages that result in losses. Surveys allow the Loss Prevention staff to observe operating methods and practices, complete comprehensive reports of findings, and make recommendations. The Pool provides specialized surveys for swimming pools, gas utilities, state certification of pressure fired vessels and occupational health issues such as indoor air quality and toxic chemicals.

EDUCATION AND TRAINING
The Pool provides education, instruction, and training to help minimize accidents and damages with programs that are designed to provide up-to-date information in a logical and understandable manner. In addition to classroom training, the Loss Prevention staff conducts “tailgate” sessions on topics such as Accident Investigation, Supervisors and Safety, Back Injury Prevention, and Driver Training. All training is provided to the Risk Pool’s members free of charge.

Many of the Pool’s training programs qualify for Continuing Education credit through the Texas Commission on Law Enforcement, the Texas Fire Commission of Fire Protection and State Fire Fighters and Marshals’ Association and the Texas Commission on Environmental Quality.

MEDIA AND REFERENCE LIBRARY
Members have access to a media library that offers over 600 videos on a wide variety of safety and liability topics. Specialized videos are available for continuing education for police, fire, and public works. Videos are checked out by Members at no cost, except the cost of return shipping.

LOSS PREVENTION PUBLICATIONS
The Pool makes available to its Members the latest information on topics such as hiring and firing, law enforcement, lightning protection, smoke detection, trenching and excavation, developing a sample safety plan tailored to local governments, gas utility operations, fireworks safety, swimming pools, and selected sections of the Texas Transportation Laws pertaining to emergency vehicles.

For more information, contact the Loss Prevention Department at 1-800-537-6655, or visit the Pool’s website to review scheduled programs.

WWW.TMLIRP.ORG
At the Pool’s website, members can get up-to-date information, including the quarterly training calendar, a catalogue of videos available from the media library, articles, and links to other useful web sites on the Internet. Click on “Risk Management” at the top right corner to access Loss Prevention. You may also submit inquiries to lossprevention@tmlirp.org.
185D-19F Addendum 1

Property & Casualty Insurance Coverage & Services

Issue Date: 7/17/2019
Questions Deadline: 7/26/2019 03:00 PM (CT)
Response Deadline: 8/9/2019 03:00 PM (CT)

Contact Information
Contact: Darlene Humphries, Purchasing Manager
Address: 835 W. Irving Blvd
         Purchasing
         Irving, TX 75060
Phone: 972 (721) 3752
Email: dhumphries@cityofirving.org
Event Information

Number: 185D-19F Addendum 1
Title: Property & Casualty Insurance Coverage & Services
Type: Request for Proposal
Issue Date: 7/17/2019
Question Deadline: 7/26/2019 03:00 PM (CT)
Response Deadline: 8/9/2019 03:00 PM (CT)

Notes: Addendum 1 is issued to provide additional information and to answer questions and is hereby incorporated in RFP #185D-19F

The City of Irving is requesting proposals for property and casualty insurance coverage, and related services. The scope of the coverage and services will encompass all aspects of CITY operations and requires extensive knowledge and experience across all lines of coverage.

There will be no pre-proposal conference in conjunction with this RFP.

Any questions or requests for clarification shall be submitted online. All responses to questions will be released in the form of an addendum after the cut-off for submitting questions has passed.

The City of Irving strongly encourages bidders to submit their response to this bid electronically. Please call the individual listed on the bid if you require assistance with this submittal. Electronic submission will eliminate errors and unnecessary work and is more friendly to the environment. In the case of an RFP or RFP, any hard copy requirements will be stated within the specifications. Your cooperation is greatly appreciated.

Bid Activities

Cut-off for Questions
Submit questions electronically via this site. No verbal questions will be accepted.

Bid Attachments

185D-19F Addendum 1.pdf
185D-19F Addendum 1
185D-19F Exhibit B - Real & Personal Property Schedule (Revised).xls
185D-19F Exhibit B - Real & Personal Property Schedule (Revised)
185D-19F Exhibit D - Auto Schedule Revised.xlsx
185D-19F Exhibit D - Auto Schedule Revised
185D-19F Exhibit J - Crime Coverage Additional Information.xlsx
185D-19F Exhibit J - Crime Coverage Additional Information
185D-19F Exhibit K - Fuel Tank Additional Information.xlsx
185D-19F Exhibit K - Fuel Tank Additional Information
Requested Attachments

Proposal (electronic copy)
(Attachment required)
To include all required components 1-6 as noted under Contents of Proposal on page 3 of the solicitation document

Proposal Response Form - Liability
Proposal Response Form - Property
Proposal Alternatives
As referenced in Contents of Proposal, Item 8

Required Forms
(Attachment required)
As referenced under Contents of Proposal, Item 9

Bid Attributes

1. RFP Acceptance
I have read and understand the Standard Terms and Conditions, General Instructions to Proposers, Special Instructions to Proposers, Insurance Requirements, and all Specifications and other attachments contained herei and further agree to abide by and accept said documents.
[ ] Acknowledged
(Required: Check if applicable)

2. Right to do Business in Texas - INCLUDE IN YOUR RESPONSE THE CONTACT INFORMATION OF CERTIFYING OFFICIAL'S NAME, TITLE, PHONE NUMBER AND E-MAIL ADDRESS.
As required by 2252.903, Government Code, respondent's official certifies and acknowledges that its Texas franchise tax payments are current, or that it is exempt from, or not subject to, such tax. If claiming an exemption or not subject to franchise tax, an explanation must be provided.
[ ] Acknowledged  [ ] Explanation attached
(Required: Check only one)

3. Entity Type
Please check the entity type that applies to your business:
[ ] Corporation  [x] Non-Profit Corporation  [ ] Limited Liability Company  [ ] Partnership
[ ] Individual or Sole Proprietor
(Required: Check only one)

4. Number of Full Time Employees (FTE):
[ ] 0-9  [ ] 10-49  [ ] 50-99  [x] 100+
(Required: Check only one)
5. MWBE Classification
If you are a minority-owned or woman-owned business, please check which type and attach proof of certification to your response.

☐ Black ☐ Hispanic ☐ Asia-India ☐ Asia-Pacific ☐ Native American ☐ Woman-Owned

(Optional: Check only one)

6. Payment Preference
Please check appropriate option(s):

☐ EBT (electronic bank transfer) ☐ Check ☐ Credit Card ☒ EBT & Check

☐ EBT & Credit Card ☐ Check & Credit Card ☐ EBT, Check, & Credit Card

(Required: Check only one)

7. Contact Information
Please enter the name, e-mail and phone number of the contact person who will be assigned to assist the City of Irving with this contract.

Mr. Corby Bittner

cbittner@tmlirp.org

(800) 537-6655, extension 2370

(Required: Maximum 4000 characters allowed)

8. Conflict of Interest Questionnaire
Per Attachment C-1, Instructions for Conflict of Interest Questionnaire, respondent shall include Attachment C-2, Conflict of Interest Questionnaire with their bid submission in the event that a conflict of interest in doing business with the City of Irving exists as defined by Chapter 176, Texas Local Government Code.

If required, this may be done electronically by clicking on the “Response Attachments” tab and clicking on “New under “Response Attachments”. Respondent here acknowledges that a Conflict of Interest Questionnaire has been attached to this submission unless no conflict exists.

☒ Acknowledged

(Required: Check if applicable)

9. TGC 2270 Verification Form
Per Texas Government Code Chapter 2270, any company entering into a contract for goods or services with a government entity effective on or after May 4, 2019 (1) who employs 10 or more full time employees, and (2) has provided a bid or proposal that has a value of $100,000 or more is required to either (A) provide verification that said company does not boycott Israel and will not boycott Israel during the term of this contract by inclusion of Attachment C-5 – TGC 2270 Verification Form with their submission in compliance with this requirement, or (B) provide the affidavit for registering objection to the verification form which appears as page 2 of Attachment C-5. 

DO NOT PROVIDE BOTH THE VERIFICATION FORM AND THE AFFIDAVIT. Inclusion of the appropriate attachment page may be accomplished electronically by clicking on the “Response Attachments” tab, then clicking on “New to upload the form. If a contract is awarded to Respondent, the original shall be provided to the city upon request. Respondent here acknowledges that, if required as outlined above, a copy of the appropriate page from Attachment C-5 has been included with this submission.

☒ Acknowledged

(Required: Check if applicable)
Discretionary Contract Disclosure Form
Respondent shall include Attachment C-6, Discretionary Contract Disclosure Form, with their submission. This may be done electronically by clicking on the "Response Attachments" tab and clicking on "New under "Response Attachments". Respondent here acknowledges that a copy of Attachment C-6 has been included with this submission. Should respondent be recommended for award, an original wet ink signature copy of this form will be required.

☒ Acknowledged
(Required: Check if applicable)

Federal Debarment Certification
The respondent certifies the following:

1. The respondent and/or any of its principals are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.

2. The respondent and/or any of its principals have not within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state, or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of proposers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with commission of any of these offenses.

If the respondent cannot certify this statement, attach a written explanation for review by the City. The respondent must notify the Purchasing Manager within 30 days if debarred by any governmental entity during the contract period.

☒ Acknowledged ☐ Explanaton Attached
(Required: Check only one)

Affidavit for Insurance Requirements
Respondent shall include Attachment D-4, Affidavit for Insurance Requirements, with their submission. This may be done electronically by clicking on the "Response Attachments" tab and clicking on "New under "Response Attachments". Respondent here acknowledges that a copy of Attachment D-4 has been included with this submission.

☒ Acknowledged
(Required: Check if applicable)
### Environmental Stewardship

Per the City's expectations as outlined in Attachment E-1, Environmental Commitment and Compliance, the City of Irving recognizes the importance of exercising positive environmental stewardship and is proactive in encouraging environmentally sound practices in our operations and among our residents, businesses, and suppliers.

Please indicate any of the following in the space provided which apply to your business operation and list details:

1. Recycling
2. Energy Efficiency Practices
3. Environmentally Preferred
4. Water/Energy Conservation
5. Air Quality/Emissions
6. Disposal Practices
7. Other Environmentally Friendly Practices

- Recycling bins
- Energy Efficiency Practices - AC/Heat on timer
- Water/Energy Conservation - sinks automatically shutoff, and AC/Heat go into conservation mode after normal work hours
- Disposal Practices - See Recycling efforts
- Other Environmentally Friendly Practices - making an effort to reduce or carbon footprint when issuing proposals for services

(Required: Maximum 4000 characters allowed)

### Good Faith Effort Affidavit

Per the information provided in Attachment F1, Good Faith Effort Program Overview, the respondent certifies that they agree to provide the City of Irving with a completed copy of all forms required by the City's Good Faith Effort Program and understands that if they fail to provide all of the required documents within five (5) business days at notification, their bid or proposal may be deemed "non-responsive" and they may be denied award of the contract.

☑ Acknowledged

(Required: Check if applicable)

### W-9 Form

Respondent shall include IRS Form W-9 with their bid submission. This may be done electronically by clicking on the "Response Attachments" tab and clicking on "New under "Response Attachments". Respondent here acknowledges that a copy of their company's W-9 Form has been included with this submission.

☑ Acknowledged

(Required: Check if applicable)

### Contract Exceptions

Any initial exceptions to the provided contract shall be noted with your bid response. By checking the appropriate box below, vendor hereby acknowledges that either no exception are being taken or that any exceptions have been noted in detail and provided as an attachment to this response.

☑ No exceptions □ Exceptions noted and attached

(Required: Check only one)

### Addendum 1 Acknowledgement

Vendor hereby acknowledges review of Addendum 1.

☑ Acknowledged

(Required: Check if applicable)
Supplier Information

Company Name: TMLIRP
Contact Name: Corby Bittner
Address: 1821 Rutherford Lane, First Floor

Austin, Texas 78754

Phone: (800) 537-6655, extension 2370
Fax: (512) 491-2404
Email: cbittner@tmlirp.org

Supplier Notes

________________________________________
By submitting your response, you certify that you are authorized to represent and bind your company.

Corby S. Bittner
Print Name

Signature
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: Corby Bittner Title: Underwriter

Company Name: TMLIRP

Date Signed: 8/7/19

THE STATE OF Texas

COUNTY OF Travis

BEFORE ME, the undersigned notary public on this day personally appeared Corby Bittner, on behalf of TMLIRP (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 8th day of August, 2019.

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.

Contract #185D-19F

LSR #_________
DISCRETIONARY CONTRACT DISCLOSURE FORM

SECTION I: BASIC GUIDELINES
The Irving Ethics Code requires individuals or entities who seek a contract with the City of Irving which is awarded on a basis other than competitive bidding, and which exceeds $100,000 in payments by the City, to file certain disclosures with the City. This form should be filed with any proposal by the individual or entity, with extra pages attached as needed to complete the responses. In the case of any change in the information, this form should be supplemented within five (5) days of such change or prior to any Council action, whichever is first.

SECTION II: PROJECT

A. Project Description: Property & Casualty Insurance Coverage & Services

B. RFP or RFQ, Number and Date of Issuance: 185D-19F Issued Date: 7/17/2019

SECTION III: IDENTITY OF PARTIES AND SUBCONTRACTORS TO THE DISCRETIONARY CONTRACT

A. Individual Parties to the Contract
(Includes all natural persons who are parties, partners or subcontractors of the contract)

Name: N/A
Address: ___________________________ City: ___________ Zip: ___________
Email: ___________________________ Telephone: ___________

Name: N/A
Address: ___________________________ City: ___________ Zip: ___________
Email: ___________________________ Telephone: ___________

Name: N/A
Address: ___________________________ City: ___________ Zip: ___________
Email: ___________________________ Telephone: ___________

B. Entity Parties to the Discretionary Contract
(Includes all business entities such as corporations, partnerships, and limited liability companies, and also includes any subcontractors, parent and subsidiary corporations to the entity parties).

Name: N/A
Officer, Agent or other Contact: ___________________________
Address: ___________________________ City: ___________ Zip: ___________
Email: ___________________________ Telephone: ___________
C. Identity of all lobbyists, attorneys or other consultants to be utilized in seeking or executing the proposed discretionary contract with the City of Irving.

Name: N/A
Officer, Agent or other Contact: ________________________________
Address: ________________________________ City: ____________ Zip: ________
Email: ________________________________ Telephone: ____________________
☐ Lobbyist ☐ Attorney ☐ Consultant

Name: N/A
Officer, Agent or other Contact: ________________________________
Address: ________________________________ City: ____________ Zip: ________
Email: ________________________________ Telephone: ____________________
Name: ________________________________
☐ Lobbyist ☐ Attorney ☐ Consultant

Name: N/A
Officer, Agent or other Contact: ________________________________
Address: ________________________________ City: ____________ Zip: ________
Email: ________________________________ Telephone: ____________________
Name: ________________________________
☐ Lobbyist ☐ Attorney ☐ Consultant

SECTION IV: INDIVIDUAL, OFFICER, EMPLOYEE OR AGENT SIGNATURE

__________________________________________________________ Date: 9/7/19
Individual, Officer, Employee or Agent

Printed Name: Corby Bittner
Position: Underwriter

IRVING
TEXAS

DISCRETIONARY CONTRACT DISCLOSURE FORM
AGENDA ITEM SUMMARY

Resolution -- Approving a Professional Services Agreement Between the City of Irving and McGriff, Seibels, and Williams of Texas, Inc. in the Average Estimated Annual Amount of $607,046.00 for Casualty Insurance Coverage and Risk Management Services for a Three-Year Period

Administrative Comments

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

2. **Impact**: Property & casualty insurance mitigates the city’s exposure to loss.

3. A Request for Proposal (RFP) was issued on July 17, 2019 for Property & Casualty Insurance Coverage & Services. Two proposals were received and scored based on evaluation criteria as established in the RFP. Human Resources recommends awarding excess liability, special event, and cyber liability insurance coverage and risk management services to McGriff, Seibels and Williams (MSW) as the single respondent for these coverages and services.

4. MSW’s proposal offers the same flat fee for securing competitive casualty insurance coverage for the city that they have charged the city since 2008, in addition to providing risk management services. These services include securing and providing quotes from various casualty insurance markets and providing analysis to ensure the city is adequately protected from potential risks and exposures. MSW will also be responsible for providing expertise regarding insurance coverage and compliance inquiries, issuing certificates of insurance on the city’s behalf, and securing actuarial studies for analysis of the city’s Self-Insurance Fund as well as conducting valuations on the city’s high-valued buildings.

5. This award established a three-year contract for the continuation of providing casualty insurance coverage and liability insurance in excess of the city’s self-insured retention, as well as special event liability and cancellation coverage. It includes two, two-year renewal options. The current contract expires on September 30, 2019.

6. Funding for Fiscal Years 2019-20 through 2021-22 is subject to budget appropriation in the Self-Insurance Fund.

<table>
<thead>
<tr>
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</tr>
</thead>
<tbody>
<tr>
<td>McGriff, Seibels, and Williams</td>
<td>Excess Liability, Special Event, and Cyber Liability Insurance Coverage</td>
<td>10/1/19 – 9/30/22</td>
<td>$500,898</td>
<td>$549,440</td>
<td>$602,800</td>
<td>$1,653,138</td>
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<tr>
<td></td>
<td>Risk Management Services</td>
<td></td>
<td>$56,000</td>
<td>$56,000</td>
<td>$56,000</td>
<td>$168,000</td>
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<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td></td>
<td><strong>$556,898</strong></td>
<td><strong>$605,440</strong></td>
<td><strong>$658,800</strong></td>
<td><strong>$1,821,138</strong></td>
</tr>
</tbody>
</table>

Recommendation
The resolution be approved.

**ADDITIONAL COMMENTS:**

<table>
<thead>
<tr>
<th>Contract Required:</th>
<th>No</th>
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<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 962 vendors, 371 of which were M/WBE or HUB vendors. Three responses were received. The proposal for casualty insurance coverage and risk management services from McGriff, Seibels, & Williams has been determined to be reasonable and acceptable based on evaluation criteria as established in the Request for Proposals and is being recommended for award. Purchasing assigned RFP #185D-19F for tracking purposes.

The evaluation criteria for selection were as follows:

- Responsiveness to the Request for Proposals (20%);
- Economic evaluation of the proposed fee schedule (40%);
- Proposer's capability to provide services requested (30%);
- Added value such as proposer's capability to provide additional items and services (10%).

**ATTACHMENTS:**

- MSW Professional Services Agreement (PDF)
- McGriff TGC 2270 Verification Form (PDF)
- McGriff Discretionary Contract Disclosure (PDF)

**CURRENT YEAR FINANCIAL IMPACT:**

- Fiscal Year 2019-20:
  - 6750-1252-56303-1132
  - Budget: $556,898.00
  - Actual: $556,898.00
  (Subject to budget appropriation)

Purchase orders will be issued as needed.

**Budget Adjustment/Transfer Required:** No

**REVISION INFORMATION:**

Prepared: 9/3/2019 06:43 PM by Darlene Humphries
Last Updated: 9/13/2019 12:06 PM 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 Professional Services Agreement between the City of Irving and McGriff, Seibels, & Williams of Texas, Inc. for Casualty Insurance Coverage and Risk Management Services in the estimated amount of $556,898.00 for the period of October 1, 2019, through September 30, 2020, in the estimated amount of $605,440.00 for the period of October 1, 2020, through September 30, 2021, and in the estimated amount of $658,800.00 for the period of October 1, 2021, through September 30, 2022, subject to funds being appropriated in Fiscal Years 2019-20, 2020-2021, and 2021-2022, and the Mayor is authorized to execute said agreement.

SECTION II. THAT funding for these expenditures will be available in the Self-Insurance 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 September 19, 2019.

____________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

____________________________
Shanae Jennings
City Secretary

APPROVED AS TO FORM:

____________________________
Kuruvilla Oommen
City Attorney
THIS AGREEMENT is entered into as of the 19th day of September, 2019, A.D., by and between 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, hereinafter referred to as “CITY”, and McGriff, Seibels & Williams of Texas, Inc. hereinafter referred to as “Consultant”.

WITNESSETH:

In consideration of the premises and mutual covenants hereinafter contained, the parties hereto agree as follows:

1. **Services**

Section 1.1 The CONSULTANT shall perform the services set out in Exhibit "A" and is incorporated herein as though fully set out, with such document hereinafter referred to as the "the Services".

2. **Compensation and Reimbursement**

2.1 CITY shall pay CONSULTANT a fee not-to-exceed Five Hundred and Fifty Six Thousand and Eight Hundred and Ninety Eight and no/100 dollars ($556,898) for FY 2019-2020, Six Hundred and Five Thousand and Four Hundred and Forty and no/100 dollars ($605,440) for FY 2020-2021, Six Hundred and Fifty Eight Thousand and Eight Hundred and no/100 dollars ($658,800) for FY 2021 – 2022, as specified in Exhibit "A" of this Agreement.

2.2 CONSULTANT shall submit invoices in conjunction with the deliverables and payables schedule outlined in the RFP or, lacking that schedule, monthly, as the work progresses. CITY shall then pay the CONSULTANT the total amount of the invoice which is validly due within thirty (30) days, with the final installment being paid upon satisfactory completion of the project. All payments made under this Agreement shall be made from currently available funds.

2.2.1 CONSULTANT must give written notice that the Services have been completed or substantially completed, and CITY shall make a final inspection of the Services, and if the Services are found to be completed or substantially completed in accordance with this Agreement, CITY shall, upon the receipt of invoice, pay CONSULTANT within thirty (30) days the balance due CONSULTANT under the terms of this Agreement.

2.3 In the event CITY should request additional services not set forth in Exhibit "A". CONSULTANT and CITY shall agree in writing on the compensation for those services prior to performance by CONSULTANT. Performance of theses additional services may be within or without the term of the contract set forth in Section 5 of this Agreement. Under no circumstances, will CONSULTANT undertake additional services without prior written authorization from CITY.

3. **Confidential Relationship**

3.1 CITY may from time to time communicate to CONSULTANT certain information,
including, but not limited to, electronic files more fully described in Exhibit “C”, City of Irving, Texas Electronic Files Requested, of this Agreement to enable CONSULTANT to effectively perform the Services. CONSULTANT shall treat all such information as confidential, whether or not so identified, and shall not disclose any part thereof without the prior written consent of CITY. CONSULTANT shall limit the use and circulation of such information, even within its own organization to the personnel assigned to this engagement to the extent necessary to perform the Services. The foregoing obligations of this Section 3, however, shall not apply to any part of the information that (i) has been disclosed in publicly available sources of information, (ii) is, through no fault of CONSULTANT, hereafter disclosed in publicly available sources of information, (iii) is now in the possession of CONSULTANT without any obligation of confidentiality, or (iv) has been or is hereafter rightfully disclosed to CONSULTANT by a third party, but only to the extent that the use or disclosure thereof has been or is rightfully authorized by that third party.

3.2 CONSULTANT agrees to maintain the confidential information using procedures no less rigorous than those used to protect and preserve the confidentiality of its own proprietary information, and in doing so, to comply with City’s security protocol as stated in Exhibit “D”, Security Protocol, attached hereto.

3.3 CONSULTANT shall not disclose any reports, recommendations, conclusions, or other results of the Services, the existence of, or the subject matter of this contract without the prior written consent of CITY.

3.4 In its performance hereunder, CONSULTANT shall comply with all legal obligations it may now or hereafter have respecting the information or other property of any other person, firm or corporation.

4. Proprietary Rights

4.1 The work product of the Services, and any writings, discoveries, inventions and innovations or data resulting from the Services, shall be promptly communicated to, and be the property of CITY.

4.2 As instruments of service, all documents, including original drawings, estimates, and notes shall be available for use by CONSULTANT named herein.

5. Term

5.1 This Agreement shall commence on October 1, 2019 and terminate on September 30, 2022 (the “Initial Term”). The City may terminate this Agreement upon ten (10) days written notice to the CONSULTANT. In the event this Agreement terminates prior to the completion of the Services for reasons other than for cause, payment shall be made for services performed through the effective termination date including reimbursable expenses then due. This payment shall be the CITY's sole obligation to the CONSULTANT. In addition, upon termination or expiration of this Agreement, CONSULTANT shall return to CITY any and all equipment, documents, or materials, and all copies made thereof, which CONSULTANT received from, and/or developed for CITY for the purposes of this Agreement.
5.2 Upon the expiration of the Initial Term or the expiration of the immediately preceding renewal term (hereinafter defined), CITY and CONSULTANT may mutually agree in writing to extend this Agreement for two (2) additional periods of twenty-four (24) months (the "Renewal Term"). The Renewal Term shall be subject to all of the same terms and conditions of this Agreement and shall be subject to the annual appropriation of funds by the CITY.

6. **Right to Audit**

The City, at its own expense, shall have the right at all reasonable times during normal business hours and upon at least twenty-four (24) hours advance notice, to audit, to examine, and to make copies of or extracts from the books of account and records maintained by CONSULTANT with respect to the Services. If such audit shall disclose overpayment by City to CONSULTANT, written notice of such overpayment shall be provided to CONSULTANT and the amount of overpayment shall be promptly reimbursed by CONSULTANT to the City. In the event any such overpayment is not paid within ten (10) days after receipt of such notice, the unpaid amount of such overpayment shall bear interest at the rate of one percent (1%) per month from the date of such notice until paid.

7. **Indemnification**

CONSULTANT (THE “INDEMNIFYING PARTY”), SHALL AT ITS SOLE COST 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 CONSULTANT PURSUANT TO THIS AGREEMENT (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 CONSULTANT OR THE CITY. THE INDEMNITIES IN THIS AGREEMENT 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. CONSULTANT SHALL USE LEGAL COUNSEL REASONABLY ACCEPTABLE TO THE CITY IN CARRYING OUT ITS OBLIGATIONS HERUNDER. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE EXPIRATION OR EARLY TERMINATION OF THIS AGREEMENT. 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.

IF THE CONTRACT IS FOR ENGINEERING OR ARCHITECTURAL SERVICES IT IS THE EXPRESS INTENTION OF THE PARTIES THAT THIS SECTION ONLY PROVIDE INDEMNIFICATION TO THE EXTENT ALLOWED BY THE TEXAS LOCAL GOV’T CODE SEC. 271.904 AND SHALL BE CONSTRUED TO THAT EFFECT.

The parties hereby acknowledge and agree that CITY is entering this Agreement pursuant to its governmental function and that nothing contained in this Agreement 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 Agreement 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 agreement 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.

8. Notices

All notices and billings shall be in writing and sent to the following addresses:

To CITY: City of Irving
          Attn: Chris Garza
          825 W. Irving Boulevard
          Irving, Texas 75060

To CONSULTANT: McGriff, Seibels & Williams of Texas, Inc.
               Attn: Johnny Fontenot
               5080 Spectrum Drive, Suite 900E
               Addison, Texas 75001

9. General

9.1 The terms and conditions of Sections 3, 4, 6, and 7 hereof shall survive the termination of this Agreement or completion of the Services as the case may be.

9.2 CONSULTANT shall perform the Services as an independent contractor and shall not be considered an employee of CITY for any purpose whatsoever, including but not limited to entitlement to CITY employee benefits. CONSULTANT hereby expressly
waives any claim or entitlement to such benefits.

9.3 CONSULTANT shall not export, directly or indirectly, any technical data acquired from under this Agreement or any products utilizing any such data to any country for which the U.S. Government or any agency thereof at the time of export requires an export license or other Government approval without first obtaining such license or approval.

9.4 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.

9.5 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.

9.6 This Agreement shall be governed by the laws of the State of Texas. Venue of any action arising from this Agreement shall be in Dallas County, Texas.

9.7 This Agreement may not be modified, altered, or amended except by written instrument duly executed by both parties, except that a party may change its address for notices by providing written notice to the other party.

9.7 The above shall constitute the entire understanding between CONSULTANT and CITY respecting the Services described herein. The Terms and Conditions of the purchase order shall have no effect upon this Agreement and shall be used for accounting purposes only.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

CITY OF IRVING, TEXAS

By: Richard H. Stopfer, Mayor

CONSULTANT

By: Authorized Agent
McGriff, Seibels, & Williams

ATTEST:

Shanae Jennings
City Secretary

APPROVED AS TO FORM:

Kuruvilla Oommen
City Attorney
CORPORATE ACKNOWLEDGMENT
(IF ENTITY IS A CORPORATION)

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________________________, 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 the said_____________________________________________________, a corporation, that he was duly authorized to perform the same by appropriate resolution of the board of directors of such corporation and that 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., 20__.

______________________________________________________________
Notary Public In and For
_____________________ County, ___________

My Commission expires:

______________________________________________________________
EXHIBIT A
SCOPE OF SERVICES

See attached Response for Request for Proposal 185D-19F from Consultant
So how did McGriff/BB&T Insurance Holdings, Inc. get to be the fifth largest agency in the world, with more than $1.8 billion in revenue in 2017? Well...we've been around since 1922. And we're an integral part of BB&T Corporation (NYSE: BBT), one of the largest and best managed financial services holding companies in the country.

We also have a solid reputation and commitment to excellence, which helps us attract some of the best and most experienced employees in the industry. Our team has the knowledge, resources and expertise to solve any number of brokerage, risk management and employee benefits challenges. It's not just work, it's our passion.

Our boundless dedication to our clients is what truly sets us apart and contributes most to our success. In fact, our client retention rate averages 93%.

Highly focused brokerage advice and personalized service. It adds up to top quality risk management programs that get results.

BB&T Insurance Services and McGriff, Seibels & Williams, Inc., merged together to create a reputation that is at market leading levels in every one of the key criteria that Risk Managers consider when assessing brokerage and risk management services.

McGriff, Seibels & Williams, Inc. (MSW) is a progressive full service insurance brokerage and consulting firm that has been partnering with a variety of corporations over the last 100 years. In February 2004, MSW became a fully-owned subsidiary Branch Banking & Trust (BB&T), one of the largest financial holding companies in the United States. With the backing of BB&T, MSW has the platform and resources to expand its operations nationally and globally.

In the years since the merger, it is clear that we made an excellent choice in partnering with MSW. MSW has opened several new offices, all of which are exceeding expectations. We have integrated the bulk of BB&T’s expertise and resources throughout our operations, which have resulted in expanded product offerings and customer service capabilities. We are excited about our future with MSW and the new opportunities it will bring to both BB&T and our valued clients.

We operate with a minimum of bureaucracy - each group is geared to respond immediately to customer requests. We understand that our viability as a company depends on our ability to meet your needs.

BB&T/MSW has grown over 300% in the last ten years, with its growth achieved organically, not through acquisitions. BB&T/MSW credits its growth to its strength with its outstanding reputation for technical solutions, its exceptional management team and its client-focused organizational structure. The firm’s exceptional growth regularly ranks it amongst the highest performing insurance sales organizations in the country.
5th Largest Broker in the World.

McGriff Service Model vs. Traditional Service Model

The entire McGriff organization is built around servicing client needs. Our approach to servicing our clients is not a fragmented approach, but a team approach that personally takes responsibility for all facets of our clients needs.

**McGRIFF Service Model**

- Specialized, Service-Oriented Approach
  - Niche-focused Account Service Team (technical accounts); centrally-located and multi-disciplined
  - All team members accountable and available 24/7
  - Strong team dynamic; close-knit group. Long-term continuity & extremely low turnover
  - Promotes creativity, expertise and specialized solutions; provides most direct access to insurance market

**TRADITIONAL Service Model**

- Fragmented, Process-Oriented Approach
  - Lack of specialization held by Client Executives / “Sales
  - Multiple points of contact, no ownership
  - Separation of day-to-day service functions; lack of cohe
  - Corporate leadership isolated from the service process
  - Efficient for large volume, standardized business; but n-specialized / customized solutions
Developing and Maintaining Program

- Identify new coverage needs and exposures to find potential or actual uninsured, overinsured or underinsured exposures.
- Structure an insurance program to mitigate gaps or overlaps in coverage and provide the limits and coverage requested by the County to the extent they are available.
- Provide an annual executive summary of policies and coverage.
- Perform research and provide advice on coverage questions.
- Recommend coverage changes and program adjustments.
- Provide recommendations and advice on alternatives to insurance.
- Advise the County on any new developments or changes in the overall insurance market, including new legislation, new coverages introduced & proactively communicate any potential impact to the County.
- Perform a risk assessment and coverage review annually.
- Evaluate excess limits and the adequacy of such limits.
- Assess carrier stability, solvency and services record, and provide to the County the A.M. Best Rating, including financial stability, of all insurance carriers approached.

Marketing Required Insurance Coverage

- Place requested coverage on behalf of the County.
- Act as the liaison and advocate for the County with insurers, presenting and/or gathering required data and applications from your staff for the purpose of procuring insurance coverage.
- Collect necessary data and prepare insurance submission packages for the marketing of various coverages for the County.
- Select insurers most suitable for the County’s risks.
- Market the insurance needs of the County by soliciting bids (RFPs) from insurance markets and provide the County with a summary of the various bids (RFPs) received.
- Negotiate coverage options with insurance carriers to obtain the most beneficial/cost-effective program for the County.
- Invite the County to participate directly in marketing and meetings.
- Keep the County informed of negotiations with the underwriters involving placement of insurance programs.
- Maintain insurer relations.
- Continually evaluate the County’s insurers with respect to service capability and responsiveness.
- Provide insurance budget estimates.
- Identify locations to be covered by NFIP policies. Request flood zone determinations. Complete applications for coverage with pertinent information. Provide NFIP quotation Risk Management, review all NFIP policies for accuracy, maintain schedule of NF policies.
Servicing Policies, Loss Control and Claims

- Regular meetings to discuss status, performance, pertinent developments and open items.
- Provide records timely upon request.
- Assist with coverage questions.
- Provide the County copies of carrier quotes, carrier invoices, and policy endorsements.
- Issue and review insurance binders, certificates and all other documentation in the required time frame.
- Update schedule of insurance and “limits” as coverage amendments and endorsements take effect.
- Issue certificates of insurance when evidence of liability insurance as required.
- Review all policies, including policy limits, coverages, deductibles, exclusions and endorsements to confirm that they have been issued correctly and as ordered.
- Provide insurance requirements and risk management training to the County’s staff.
- Provide regular reports on losses, expenses, loss ratios and other requested data.
- Arrange for Loss Prevention and Safety Audit services upon request by the County.
- Provide claims processing and tracking assistance.
- Provide assistance in developing/evaluating insurance and indemnity clauses in the County’s contracts.
- Review leases, agreements and construction contracts to provide recommendations for insurance requirements.
- Assist the County in allocation of premiums as needed.
- Assist the County in providing insurance related documentation in respect to any FEMA related claims.
- Assist the County with the development of annual letter to the Division of Emergency Management requesting confirmation that the County’s program meets the standard of a reasonable program as prescribed by the Stafford Act.
- Provide accident investigation assistance.
- Periodically evaluate sites.
- Provide performance benchmarking information.
- Provide assistance in the processing of any claims or disputes arising from the terms of an insurance policy, whether past, present or future, which the County may have against the insurance carrier.
- Review insurance company loss reports.
- Provide annual loss reports to the County upon request.
- Review coverage issues and negotiate with carriers to achieve satisfactory resolutions.
- Evaluate pre-settlement reviews and attend settlement conferences.
- Perform other services customarily expected of an insurance broker for the duration of the contract.
McGriff, Seibels and Williams, Inc. will work with the City of Irving to help implement focused risk management service program to reduce risk at key locations within the organization. We will work closely with your staff and the insurance carrier risk consultants to provide and enhance your current risk management program.

We will work with you to coordinate and monitor risk management services to make sure objectives of your program are being met. Our experience and background allows us to support your risk management program with the following services:

- Business Continuity Planning
- Risk Management Evaluation Programs
- Practical recommendations for risk enhancements
- We help identify deficiencies and prioritize improvement
- The use of Zywave Technology

We believe that in order to be successful, an effective risk management program should include eight key components as follows:

- Commitment from management
- Awareness
- Employee accountability
- Supervisor and employee training
- Safety committee (involving management, superiors and employees)
- Hazard identification and methods of control
- Accident and incident investigation
- Periodic review of the program

If applicable, the following additional activities could be provided:

- Independent project visits where special problems have developed
- Review of any recommendations or risk enhancements
- Providing a single point contact for personnel to obtain guidance on risk services
- Working with insurers to evaluate loss control services and formulating responses
- Meeting with designated insurance/risk management staff
- Follow-up on claims activity trends
Property and Casualty Services

Risk management and loss prevention consulting services targets include Management Commitment, Pro-Active Safety Culture & Employee Accountability as a foundation to consulting. Once the levels of these areas are determined, specific risk management programs can be implemented. A review of your organizational objectives, risk management techniques and business continuity planning are all part of our risk management brokerage service. These are generally higher level in nature and require our client to provide contacts that can make and implement decisions to reduce and control losses.

At times, we are asked to be involved with compliance related services, but only if we mutually agree that there is a benefit of value for all parties. Some of the most frequently requested compliance-oriented services that we offer are the following:

<table>
<thead>
<tr>
<th>PROPERTY SERVICE</th>
<th>CASUALTY SERVICE</th>
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<tbody>
<tr>
<td>□ Automatic Sprinkler Consulting</td>
<td>□ Frequency &amp; Severity Loss Analysis</td>
</tr>
<tr>
<td>□ Water Flow Test Consulting</td>
<td>□ Risk Management Adequacy Planning</td>
</tr>
<tr>
<td>□ NFPA Code Compliance</td>
<td>□ Risk Management Objective Planning</td>
</tr>
<tr>
<td>□ Loss Control Report Review</td>
<td>□ Evaluation of Vendor Proposals</td>
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<tr>
<td>□ OSHA Citation Review</td>
<td>□ Vender Selections</td>
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<tr>
<td>□ Site consultations and visits</td>
<td>□ Ergonomics</td>
</tr>
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</table>
**BUSINESS CONTINUITY PLANNING**

The purpose of a Business Continuity Plan is to have an effective plan with detailed policies and procedures, which would be implemented in the event of a significant business disruption. The policy should be able to respond to a business disruption by taking reasonable measures designed to safeguard employee’s lives and entity assets, while making financial and operational decisions. Your entity should be able to do this as quickly as possible while recovering and resuming operations.

Protecting vital entity data, transactions, records, and allowing your citizens to conduct business with you is critical in maintaining relations. In the event that the entity determines they are unable to continue business for a short period of time, you should be able to take steps towards assuring citizens of contingency plans to keep confidence and operational streams open.

A business continuity plan should anticipate all internal and external disruption. Internal business disruption will affect only the entity’s ability to communicate and conduct business to one or more locations. External business disruption prevents the operation of other entities such as terrorist attack, a blackout or a wide scale regional disruption. The response to an external business disruption relies heavily on other organizations systems and especially on the capabilities of the contingency planning to ensure the continuous, reliable delivery of service and products to your citizens.
Communication Tools & Technology

Open communication is one of the most important aspects of broker/client relationship. Because MSW believes in a collaborative approach, frequent communication is paramount to keeping the work moving and the participants well informed. Today’s world of digital electronics, voice mail and e-mail, we have more options for staying in touch with our clients than ever before. However, with the proliferation of electronic communications, many people feel the personal side of doing business is being lost. MSW does everything possible to stay in constant contact with our clients, including regular meetings and status reports. We strive to be highly accessible, and are regularly commended for our responsiveness by our clients.

Voice Communication Technology

MSW utilizes technology resources such as email, voice mail, cell phones, SharePoint, and other communication tools to keep the entire account team up to speed on account service items. We are available to our clients 24/7, and have a policy that all phone calls should be returned by no later than the following business day. We offer reporting of claims via 1-800, on-line or fax. All MSW employees have e-mail access and are responsible for checking on a daily basis. You will receive the e-mail addresses of each your account service team members. We will also provide both home and cellular numbers for all core members of your account service team, allowing you access to your team when they are not in the office. Please feel free to contact your account service team to get up-to-date status reports on your coverage and claim negotiations.

Industry News Services & Sources

We subscribe to numerous insurance and legal publications as well as on-line services. Changes in regards to carrier coverages, rates or capacity are shared via e-mail and through internal market updates. Also, we regularly consult with outside legal counsel for interpretations of policy language, claims related decisions, and other issues of concern. Once aware of any issue that may impact your operations or coverage, we will advise
you promptly. If necessary, we will arrange meetings for discussion of these issues. We consider this an important service to our clients, and one that elevates us above our competitors.

MSW subscribes to two services whose mission is to communicate rating changes to their subscribers: A.M. Best and Standard & Poor. This ensures that we are notified immediately of any rating change related to our client’s accounts. At the first sign of concern for the financial integrity of any insurer, intermediary, association or fund, a computer run is made identifying all placements involving the party in question. While many of our clients have very stratified placements, our computer system is geared towards locating entities regardless of their percentage participation. Our account managers and professionals are well versed in the procedure—we go into the computer system and prepare a query that checks through policy files, identifying the carrier in question. Clients are notified immediately of the concern and are provided with supplementary information as it becomes available. Should it become necessary to replace the carrier in question, alternative arrangements are identified and discussed with the client.

Please note that MSW’s website, www.mcgriff.com, has links to a number of insurance related sites, such as A.M. Best Downgrades, Business Insurance, Insurance-Portal.com, and NationalUnderwriter.com. These links provide the most current industry news available, including ratings downgrades, legal developments, new legislation, and more.

**Reports & Meetings**

Reports and written communications are tailored to fit the needs of our clients. The following reports are normally provided to MSW’s clients as part of our standard brokerage agreement:

- Monthly Loss Summaries by line of coverage, to include:
- Open Claim Counts
- Closed Claim Counts
- Paid Amounts
- Outstanding Amounts
- Incurred Amounts
- Recovery Amounts
- Loss Details for claims in excess of $10,000
- Follow-up Notes from Quarterly Claim Reviews

- Flow Charts and Executive Summaries for large or complex claims to assist in tracking to conclusion
- Policy Summaries/Overviews
- Insurance Checklist - to use as a quick guideline for vetting insurance requirements in bids and contracts.
- Risk Profile and Exposure Analyses
- Annual Industry Statistics provided by NCCI and TPA organizations for industries similar to each client.

**Client Education**

MSW includes continuing education in our standard brokerage agreement. We are happy to prepare client specific education seminars as requested. Our seminars include subject matter expertise from throughout the insurance industry and the MSW organization.

We frequently use our education department to assist in research on insurance related legal issues that arise in the service of our clients. These issues typically include contractual disputes, coverage interpretation, and state insurance regulatory changes.

**Quality Control Communications**

We have implemented several programs to ensure we are providing you with the exceptional service that our reputation is based on. The majority of these programs involve communicating with our clients, either written or verbal. These programs are:

- Annual interviews with clients
RISK SERVICES

- Annual service plan with agreed-upon goals
- Quarterly strategy sessions
- Internal audits
- Claim file audits
- Hands-on involvement by senior management
- Employee education
- The Security Review Committee
- Minimum security standards procedures

Annual Service Plan

As part of the transition into our role as your broker, we outline our mutually agreed-on objectives and utilize the established plan as a mechanism for assessment. The plan will describe in detail our respective responsibilities and milestones that are critical to meeting the needs of your risk management program. At the end of each quarter, you have the opportunity to grade our performance based on the agreed-on goals.

Quarterly Strategy Sessions

Although geared towards monitoring the risk management program, these sessions help to identify outstanding issues, such as changing risks, market changes, major losses, and the status of specific projects. This session also gives MSW and our clients an opportunity to prepare collectively for changes in exposures that would affect the insurance program.

Internal Audits

MSW has established internal audit procedures to ensure each employee is fulfilling the responsibilities of their position. Our internal audit reviews assist management in evaluating:

- Compliance with and validation of company policies and procedures
- Individual and team performance
- The need for new resources or additional staff and equipment
- Overall productivity and efficiency
Audit reviews are undertaken every 6 months. The audit procedure involves senior account management personnel from one office selecting specified accounts to audit from an outlying office. Files are examined to ensure that all account service activity was properly noted, and that files are complete.

**Internal Policies & Procedures**

MSW has a current Policies & Procedures manual that is distributed to all employees. Employees are responsible for abiding by the policies and procedures outlined in the manual, and performance reviews are based on compliance. MSW has policies and procedures in place for:

- Communications procedures
- Directory management
- Work flow procedures
- Sales & marketing
- Record retention
- MIS procedures
- Reporting procedures
- Accounting
- Taxes
- Client account management, including:
  - Communications
  - File procedures
  - Processing procedures
  - Policy marketing management
  - Surplus lines requirements
  - Renewals
  - Document issuance
  - Security reviews

**Claim File Audits**

MSW strongly believes in continual tracking of all reported claims. From first notice to final settlement, we believe certain key steps and key decisions must be noted in the file. The claim file, therefore, provides a record of the performance of a claims administrator. Claim file audits are performed on an annual basis.
Risk Services

determine the claim handler’s ability to comply with performance goals required by our clients.

**Hands-On Involvement by Senior Management**

Part of MSW’s corporate philosophy is the hands-on involvement of senior management personnel in account servicing. Management staff takes part in underwriter negotiations, claim servicing, marketing submissions, and more. Upper level involvement enhances customer satisfaction and ensures that facets of the account are serviced properly.

All of our employees are first and foremost in the insurance business, regardless of what leadership level they have obtained. We have a flat management structure geared towards responding to customer needs, with a minimum of bureaucracy. We have arranged our organization to fit our customers’ needs, because customer satisfaction is our most important objective.

**MyWave**

Clients receive access to a personalized web site call MyWave. The site is devoted to helping clients with plan administration, legislative compliance, and communication. MyWave also features several value-added services and resources for your human resources and benefits personnel, including:

- **Resource Library** – the MyWave Resource Library provides links and resources for a variety of insurance, employee benefits, and human resources topics – including topics such as HIPAA and COBRA.

- **Legislative Guides** – MyWave also provides access to Legislative Guides to federal legislation such as COBRA, HIPAA, HIPAA Privacy Rules, FMLA, and Section 125. These guides contain news and information, and also feature Common Questions, Forms and Quick Reference sections.

- **MyWave Community** – The MyWave Community section lets your human resources or benefits personnel network with colleagues from all over the country, and share information with other MyWave users.
Marketing

Our marketing model is built around developing and executing a marketing plan that will lead the most efficient pricing, terms and conditions for your program.

To Sum Up –

**Our marketing effort includes but is not limited to:**

- Analysis of Risk database
- Analysis of exposures by coverage
- Analysis of current coverage
- Development of underwriting criteria
- Development of the market submission package
- Development of values by zip code, construction, etc. (for property)
- Review of historical claims data
- Development of PML’s
- Preparation of market submission
- Distribution of marketing submission to markets
- Communication with London and other global carriers
- Discussions and meeting with markets
- Tracking of carrier responses
- Preparation of renewal proposal
- Preparation of renewal documents (binders and charts)
- Review of all binders and policies
- Distribution of policies
- Preparation of policy endorsements
- Engagement of Top-Level Management in Key Carrier Negotiations as Needed

We access both the global insurance and reinsurance marketplace to secure the most financially secure and available risk-transfer capacity available. The depth and breadth of our global underwriter relationships and access points provide us with a distinct competitive advantage that translates into efficiency and stability for our clients.

McGriff is a leader in the Public Entity Insurance Marketplace. We are currently the fifth largest broker (McGriff/BB&T Insurance Holdings, Inc.) of the Top World Brokers. Our associations include long-standing, senior level relationships with underwriters that serve the public sector, as well as self-insured pools, third party administrators and public entity legal defense firms. McGriff has exceptionally strong, long-term relationships with key insurance carriers – both Admitted and Non Admitted – that can respond to the insurance needs of large CAT exposed public entity schedules. McGriff and its affiliated partners have in-depth experience in both the North American and International marketplaces, and can access traditional insurance products as well as creative vehicles involving reinsurance and other nontraditional structures.
The importance of claims handling to the insurance process can never be overstated. The response of an insurance carrier and its product to a claim situation reveals what the insurance buyer has purchased. Throughout the claims process, MSW is actively involved in discussions with your loss adjusters, insurers and legal representatives.

MSW employs a full-time claim staff dedicated to facilitating claims for our clients. In addition, a claims consultant is assigned permanently to each client’s account. We believe that the performance of adjusters and claims personnel significantly influences the ultimate cost of a loss. By aggressively supervising the activities of adjusters/claims personnel, quality of service and loss reserving can be improved.

Upon selection of MSW as your broker, our claims specialists meet with your staff to establish claims philosophies, processes and objectives, and develop an action plan. This helps us focus attention on the special needs of our clients, and provides for a prompt and orderly resolution to your claims. We respect and value your existing claim resolution strategies, and structure our resources to support your directives.

Many brokerage firms have shifted the claims function to less senior employees in an attempt to control costs. At MSW, we believe that claims handling should be a concern of top management. We also believe that claims issues are best handled with the direct involvement of the Account Service Team. Knowledge of the insurance placements is critical in understanding the intent of the parties, the meaning of the insuring clauses, and what the predicted impact on claims collection should be.

We offer reporting of claims via 1-800, on-line or fax. Once received, our staff reports the claim to the appropriate carrier, creates a follow-up diary, and continues to monitor the claim to its conclusion.
Experience
Through long established contacts with major markets and experience in handling some of the industry’s most complex claims, we are able to overcome obstacles that inevitably arise in the event of a claim. Our goal is to ensure that those obstacles do not result in reduced or delayed claim settlements to our clients. We work hard to settle claims expeditiously, with the insureds’ best interests, business policies and public relations in mind. We believe that our claims handling ability is a feature that sets MSW apart from the competition. Our experienced claims staff works closely with your insurers and internal staff to resolve each claim. Other brokers are much more detached from the claims process and often assign inexperienced staff to the claims function, and/or place the majority of claims handling responsibility on the insurer.

MSW employs over 100 full-time licensed and specialized claims specialists with extensive commercial insurance experience. Their experience backgrounds include an average of 10 years as independent and company claims adjusters. The MSW Claims staff includes former agency claims personnel, staff insurance company adjusters, supervisors and managers, independent adjusters, in-house risk management department claim and litigation managers, loss control technicians and Juris Doctor degreed personnel. These individuals have been involved in some of the industry’s most complex and high profile claims. We are currently working on one claim that is expected to be the largest fiduciary claim in the U.S. Clients that our claims group has assisted include Enron, WilTel Communications, Continental Airlines, UPS, Service Corporation, EDS, HealthSouth and BellSouth. Types of policies on which we have provided claims services include:

Claims Staff Experience
- Largest fiduciary claim in U.S.
- Claims arising from 3rd largest bankruptcy in U.S.
- Liability losses in excess of $350 mil
Additional claims experience includes:

- Shareholder derivative actions Claims arising from the 3rd largest bankruptcy in U.S. history
- Take or pay contract dispute – class action
- Accounting irregularities from a failed merger – class action
- Claims arising from “round trip” trading
- Environmental impairment claims

**Services**

Claims administration services include:

**Daily Activities**

- Assist in the reporting of claims and related dispute resolution
- Continually track reported claims
- Facilitate and attend claim review sessions
- Liaise with adjusters/underwrite attorneys and client staff

### MSW Claim Handling Experience

#### Large Loss Expertise

<table>
<thead>
<tr>
<th>Type of Claim</th>
<th>Settlement Amount</th>
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</thead>
<tbody>
<tr>
<td>Liability</td>
<td>$350 MM+</td>
</tr>
<tr>
<td>Hull &amp; Machinery</td>
<td>$350 MM+</td>
</tr>
<tr>
<td>Directors &amp; Officers</td>
<td>$350 MM+</td>
</tr>
<tr>
<td>Property/Business Interruption</td>
<td>$150 MM+</td>
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<tr>
<td>Marine Liability</td>
<td>$150 MM+</td>
</tr>
<tr>
<td>Fiduciary</td>
<td>$100 MM+</td>
</tr>
<tr>
<td>Control of Well</td>
<td>$100 MM+</td>
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<tr>
<td>Credit</td>
<td>$75 MM+</td>
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<tr>
<td>Builders Risk – Offshore Construction</td>
<td>$25 MM+</td>
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<tr>
<td>Rogue Trading</td>
<td>$40 MM+</td>
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<tr>
<td>E&amp;O</td>
<td>$10 MM+</td>
</tr>
<tr>
<td>Malpractice</td>
<td>$10 MM+</td>
</tr>
</tbody>
</table>

### BB&T/MSW’s Claims Services Include:

- Tracking all claims
- Advocating for clients
- Accessing legal resources
- Maintaining a suit log
- Providing flow charts for complex claims
- Annual file audits
- Quarterly claims reviews


Claims Services

- Preside over and perform claim audit functions
- Review, analyze and discuss large claims
- Provide customized executive summaries and management reports covering all claim activity
- Assist with claims procedures and reporting requirements
- Respond to reservation of rights letters and coverage denials

Pre-Loss Activity

- Coordinate initial meeting
- Develop a pre-claim strategy
- Communicate with claims personnel and the underwriter's claims representative
- Provide education regarding procedures, protocol, exposure, contact names, 24-hour availability and basic coverage overview
- Review current loss history
- Formulate a plan to manage open losses
- Research internet for additional data if needed

Post-Loss Activity

- Interface between the underwriters' management and client's designated personnel
- Act as advocate for client in dispute resolution
- Monitor and review claims activity and reserves
- Evaluate and make recommendations on settlements
- Maintain an open items list for client and underwriters' claim management department with a strict timeline for completion information
- Assist in expediting partial payments and monitor the anticipated date to achieve complete resolution
- Provide flow charts and executive summaries for large and complex claims to assist in tracking to conclusion
- Attend settlement conferences and meetings with client representatives
Provide client with status reports on open items
Develop strategies for future open items
Perform annual file reviews with carriers

**Reporting**

MSW assists with recording of the loss information when it is called, faxed, or mailed to us and reporting of the loss to the appropriate carrier for claim set-up and handling. Your dedicated Claim Representative will also work with you to determine certain types of situations actually fall into the realm of a claim or may be addressed otherwise. Our claims staff may work with your claimants directly to resolve matters on your behalf and assist you with maintaining good-will with your valued customers. We access both internal and external litigati resources as needed, as part of our standard claims handling process.

**Tracking**

MSW has a high level of involvement from the date of initial claim receipt until the date of final resolution. As a general rule, every loss is reviewed on a 90-day basis until conclusion. File audits are performed annually to ensure that claims are handled and tracked in a professional manner. We review ongoing litigation on a regular basis and keep logs of litigation progress.

We feel that every claim should be viewed and handled based upon the unique set of circumstances surrounding the loss. Claims, accidents and injuries all stem from a multitude of occurrences, develop at different rates and result in varying degrees of exposure.

Each loss is evaluated on its own merits to allow your Claim Representative to correlate their level of involvement to the severity of the loss. In severe loss situations, senior claims staff may be working with the adjuster on a daily basis.
Claim Reviews

Claim reviews are done on a quarterly basis with our clients and applicable carrier representatives. The criteria for claim reviews is typically selected when policy terms are negotiated and are based on various factors such as reserve level, injury severity, lost time duration or specific business policies. This is also an ideal time to discuss any claims management and service issues that may have arisen over the previous quarter.

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**Legal Resource Support**

- General Research and Analysis of Emerging Legal Trends
- Monitoring Coverage Litigation and Court Filings of your Carrier Partners
- Drafting Manuscript policy Forms and Endorsements
- Client Education – White Papers, Seminars, and Webinars
- Complex Claims Advocacy – Facilitating Settlement Negotiations and Claims Resolution

**Risk Control Services**

- Workers and Work Program Evaluation and Administration
- Safety Training and Orientation Program Consultation
- Fleet & Driver Program Reviews
- Property Risk Control Services
- Business Continuity Planning

**Actuarial Consulting**

- Risk Retention Analysis
- Estimates of Retained Liabilities
- Cost Allocation Systems
- Diagnostics Analyses
- Customized Modeling
- Alternative Risks
- Enterprise Risk Management

**Claims Management**

- Claims Reporting and Monitoring
- Claims Advocacy
- Carrier and Third Party Administrator Claim Reviews
- Claim Audits
- Outsourced Claim Management Services
MSW’s loss control assistance program consists of the following services:

- Auditing safety programs to evaluate effectiveness
- Periodically reviewing loss reports
- Providing practical recommendations for enhancements
- Assisting in the development of specific safety programs, training modules and manuals
- Assisting management in identifying deficiencies and prioritizing improvements
- Making independent project visits where special problems have developed
- Preparing and conducting instructional seminars and training as needed
- Monitoring surveys to assist management in identifying deficiencies and prioritizing improvements
- Providing analysis of losses by job site, accident, type of injury and exposure
- Providing accident investigation assistance
- Monitoring compliance with written procedures, identify complian problems, and initiate corrective action
- Periodically evaluating sites
- Reviewing inspections and corrective recommendations
- Providing a single point/contact for personnel to obtain guidance on loss control questions
- Working with insurers to evaluate and negotiate the required loss control services
- Meeting as necessary with designated insurance/loss prevention sta to discuss current developments, progress, problems, and future activities as well as to refine special action plans
- Enlisting the assistance of local brokers and underwriters in evaluation protocol in foreign countries
- Providing stewardship reports regarding loss control activities and objectives
- Providing performance benchmarking information
**Value Added Services - SharePoint**

SharePoint is a web application platform in the Microsoft Office server suite. Launched in 2001, SharePoint combines various functions which are traditionally separate applications: intranet, extranet, content management, document management, personal cloud, enterprise social networking, enterprise search, business intelligence, workflow management, web content management, and an enterprise application store. SharePoint provides central management, governance, and security controls. We call this ours, MSW Client Web Portal.

The MSW Client Web Portal was created to provide you with anytime access to selected data on file with MSW.

Through this interactive website, you may review and update information relevant to your insurance program with MSW. The Web Portal also eliminates the need for duplicate copies of the same documents, as one document is accessible by all users.

The MSW Client Web Portal is also secure. All MSW Client Web Portal data and sites are SSL encrypted (using HTTPS) with a high grade 128 bit certificate. In addition, all users are given a unique User ID and password. This will allow you and MSW to review the data on the site.
Authorized users have access to view data posted to the Client Web Portal by the MSW Team.

**Some of Sharepoints features:**

- **Announcements** - notify other MSW CWP users of important new information, and events on the home page of your MSW Client Web Portal.

- **Document Libraries** - are collections of files that have been posted to your MSW CWP by your MSW team. The document library is comprised of files and/or folders that are organized similarly to your computer’s drive or a network file server. The MSW CWP can have one or more document libraries. Document Libraries may include: Policies, Auto ID cards and Schedules. You can access Document Libraries by utilizing Quick Launch or Tabs.

- **Quick Launch** - is a tool bar located on the left side of the web page containing the Document Libraries included on your MSW Client Web Portal.

- **Tabs** - are located at the top of the web page, and contain links to specific Document Libraries. To have specific Document Libraries with a “Tab” option, please contact a MSW Team Member.

- **Recently Added Documents** - lists the 5 latest documents posted to your MSW CWP. Users may click on these to open the Read-Only version of the document.

- **MSW Service Team** - A quick snapshot of your MSW Service Team, including emails and phone numbers, are shown on the first page of the MSW CWP.

- **Useful Information** - contains links to your complete MSW Service team, as well as Announcements.

- **Jumpers** - provide users with a direct link to the MSW Newsletter, MSW Website & MSW Terms of Use.
VALUE ADDED SERVICES – MYWAVE/ZyWAVE

MyWave® PORTAL

Attachment: MSW Professional Services Agreement (10483 : 8P12b AWID Casualty Insurance & Risk Mgmt Services)
Welcome to a whole new way of working — MyWave is your personalized Web site that allows you to effortlessly click, connect, and communicate with McGriff, Seibels & Williams.

It’s designed to offer you time-saving tools and resources that build convenience into managing your everyday work tasks. Whether you want to collaborate with our agency online, quickly access timely news, information, and resources, or connect with over 100,000 peers in your industry, this is the place to be. It’s easily accessible, hardworking, and just one of the many value-added services available to you when you partner with us.

"The Community section allows us to easily find out what other companies are doing in a variety of situations. I can get answers quickly from other colleagues in the industry; the Community has become my personal sounding board."

**Trevor**, MyWave Portal User, Northeast

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**Collaboration Center**
Our two-way document posting capabilities allow a seamless exchange of information sharing and collaboration.

Users can download and share documents, make updates, and track a document’s history — simplifying updates to reports, worksheets, questionnaires, and policies.

Saves time by allowing you to manage team projects and streamline everyday work tasks.

**Survey Benchmarking**
Participate in benefit plan and/or program surveys.

Allows you to determine how your plans and programs compare to other employers across the U.S.

**Community**
Through MyWave Community, you have access to a vast and knowledgeable network of colleagues from across the country.

Share information and resources via the Community’s interactive forum. Allows you to post questions to peers, provide insight into other user questions, and allows you to track responses based on topics or individual questions.

Community topics include Compensation, Employee Relations, HR Development, HR Management Topics, Recruitment, Risk Management, and Other.
MyWave®RM: Efficiency meets Productivity

What’s in your current Risk Manager’s toolbox? Whether you’re looking for flyers to help support your employee safety programs or searching for Workers’ Compensation information, our Risk Management Center combines efficiency with user-friendly tools and resources you will use time and time again to streamline your everyday work tasks.

SafetyZone
Look to SafetyZone for a series of ready-to-print newsletters covering a variety of industry-related topics designed to support your key safety messages and programs. Content is organized by general category that includes Auto Safety, Employee Protection, Organizational Safety, and Personal Risk Management.

Documents on Command
We speak your language and understand your needs. When you need to access information fast, Documents on Command provides instant access to a library of downloadable articles, brochures, forms, and reports covering a variety of insurance-related topics — precisely when you need it. Content is grouped by general category such as Cost Containment, Loss Control, and Employee Communications. Or, search by keyword to locate related information. You’ll also have access to up-to-date state Workers’ Compensation Statutes and related links for quick reference.

Resources
Just as its name implies, Resources offers you quick and easy access to useful, industry-related links and articles from the convenience of your MyWaveRM site. The links are grouped by general category, and you can search the entire library by key word, or restrict your search to a specific category to find what additional resources are available — fast!

Online Services
Online Services is your personal hotline to our agency, allowing you to instantly e-request often-asked-for information, such as claims report submissions directly from your MyWaveRM Client Center to our customer service department. Automated requests include:
- Motor Vehicle Record requests,
- Fleet Option requests,
- Certificate of Insurance requests,
- Auto Claim reports,
- General Liability report, and
- Property Claim reports.

It’s online, anytime!
MyWave® OSHA: When it Comes to OSHA Compliance, We’ve Got You Covered

When it comes to OSHA, compliance is the name of the game. To help you simplify and manage your OSHA reporting, we’ve gathered the occupational safety resources you need into one easily-accessible spot, with functionality and content designed to help you efficiently meet your OSHA reporting needs.

Logical and Resourceful
The site’s intuitive, user-friendly format will allow you to:
• Set-up your reporting to reflect the groups or divisions within your company,
• Create accurate OSHA logs for each recordable accident,
• Generate accurate reports on demand and analyze related costs, and
• Compile your annual 300A Summary in seconds flat.

OSHA Log Forms...Fast
When recordable accidents happen, you’ll know exactly where to go to log your OSHA incidences. With online access to log forms, you can easily locate and create OSHA forms at the click of a mouse, quickly logging new incidents as they occur. You can also easily edit, view, or delete log entries, which makes maintenance a snap and guarantees your records are always current. Also, with the Log’s handy at-a-glance view, you can effortlessly stay up-to-date on your most current entries, viewing all the pertinent information entered into your OSHA Log Analysis at any time.

Reports & Analysis
You’ll be able to generate up-to-the-minute OSHA reports, drilling-down by injury type, body part, group or divisions, and time period to include. The system stores your information from year to year, and by tracking work hours, it automatically calculates your incident rate and allows you to make comparisons to national averages based on your SIC (Standard Industrial Classifications) code as reported by the Bureau of Labor Statistics. Best of all, with accurate reporting, we will be able to help you spot injury trends and work with you on the right corrective actions to take before they become serious problems.

FAQs: Resources Right When You Need Them
We know you don’t have time to hunt around for the OSHA information you need, so we’ve included a link to FAQs, where you’ll find useful information about OSHA record keeping guidelines and related resources. This includes:
• Basic OSHA recordkeeping concepts and guidelines,
• Legislative Updates to OSHA compliance,
• Guidelines to Determination of Recordability for OSHA 300, and
• Access to OSHA forms, along with explanations of the OSHA log and its use.
What is Broker Briefcase?

Broker Briefcase is an Internet-based application used by McGriff, Seibels & Williams of to provide our clients with the most up-to-date industry, legislative, workplace safety and employee education and communication materials.

The communication and information campaigns available to ABC Company through this valuable tool will help you develop safety programs that educate and safeguard your employees, and ultimately reduce overall claim costs.

Harnessing the power of the Web

Broker Briefcase lets Clients of MSW harness the power of the Web and place it in your hands. This tool allows us to give our clients access to hundreds of professionally developed insurance and safety-related materials. You can download documents that you otherwise may have prepare on your own, customize them to your specific needs, and send them to you in hard copy or electronically — saving you time and increasing your productivity.
Available to You Exclusively from BB&T/MSW and Broker Briefcase...

Cost Containment
Human resources professionals and safety directors face an increasing demand to control claims costs. Our cost containment materials include reporting forms and cost containment programs and information designed to streamline claims administration processes. In addition, we have state workers' compensation statutes available at our fingertips, saving you valuable research time. With these tools we can help you set up post-accident procedures and return-to-work programs that will have a positive effect on your bottom line.

Some sample documents include:
- Hazard Notification Form
- 11 Warning Signs of Fraud
- Texas Workers' Compensation Statutes

Loss Control
BB&T/MSW's loss control materials include discussions about safety and accident prevention for you and your employees. We also offer comprehensive summaries of OSHA policies and topics.

Examples of loss control materials include:
- Employee Safety Responsibilities
- OSHA Hazard Assessment Form
- Safety Matters: Avoid Electrical Shock

Employee Communications
Educated employees are a vital part of any employer's cost management strategy. Broker Briefcase comes complete with a variety of professionally developed materials designed to help you educate your employees about workplace safety and other important issues. We can provide you with informational payroll stuffers and many other easy-to-read employee communication pieces that help you educate your employees. And, we customize each piece for you and your unique needs.
Sample employee communication materials include:

- *Make Safety Your #1 Priority*
- *Frequently Asked Questions on Workers' Compensation*

**Studies and Surveys**
The studies and surveys available to MSW through Broker Briefcase include valuable industry trends and forecasts for educational and benchmarking purposes. The easy-to-read tables and graphs will help you identify problems, implement solutions, and support decisions.

Available studies and surveys include:

- *The Effects of Workplace Hazards on Female Reproductive Health*
- *Financial Impact of Prompt Claims Reporting*
Data Security
Confidentiality is a major concern with any online system. Accordingly, several precautions have been taken to ensure that information is kept protected at all times.

Data Transmission
All information sent to and from Zywave Internet applications is encrypted using a combination of 128-bit secured socket layer (SSL) technology, digital certificates, and multiple firewalls. These security features work together to provide users with a mutually authenticated communications path. Mutual authentication helps to ensure that only legitimate users can access the system, and that legitimate users see only the information they are intended to see.

Data Storage
Zywave uses server security and sophisticated hashing algorithms to ensure all sensitive information is scrambled before it is uploaded to the Internet.

Server Facilities
Zywave’s servers are housed and maintained by Rackspace, a leading provider of managed Internet hosting services for small to medium-sized enterprises worldwide. Rackspace recently received the Frost & Sullivan Market Engineering Award for Customer Service Innovation. This award is given to a company that demonstrates excellence in customer service innovation within their industry.

Security
Physical: Rackspace is designed for the highest level of security, including round-the-clock security personnel, video surveillance, military-grade access cards, and biometric security systems.
Network: Rackspace’s fully-switched Cisco-powered Network is built on hardened router configurations audited by Cisco for security. The network security team monitors and tests all networking equipment for potential vulnerabilities while their Intrusion Detection System (IDS) scans for unwanted events 24-hours-a-day. In addition, Rackspace continually monitors all networking devices in Zywave’s hosting environment.

Backup
Scheduled Backups: Rackspace schedules and conducts full daily backups and hourly incremental backups. These backups are completed using a high-performance private network to ensure server performance is not affected.
Marshall & Swift® Commercial Estimator

Commercial Cost Estimates with Greater Accuracy and Speed

Derived from the proprietary Marshall & Swift® Square Foot Methodology, Marshall & Swift Commercial Estimator by CoreLogic® allows users to create and manage cost approach reports with this easy-to-use desktop application.

Commercial Estimator allows access to accurate costs on more than 300 building occupancies, including all classes, sizes, shapes, quality levels, and extensive coverage of component costs. Enter the assignment-specific building data into as little as five specified fields and the program will then calculate all related costs figures/totals and produce entire reports for new replacement cost values. Using the calculator cost method, the program gives you the ability to interpolate between classes of construction and quality levels. It also allows for many adjustments, including depreciation, obsolescence, location, seismic, climate, and architect fees.

This application is a key resource to your business and your annual subscription includes quarterly updates and unlimited use of our free technical support services.

Agricultural Estimator

Marshall & Swift Agricultural Estimator by CoreLogic is the fastest way to access quality, defendable and consistent agricultural structure costs for all of your appraisal needs. Backed by expansive and trusted data resources, Agricultural Estimator enables users to avoid under or overvaluing the agricultural properties in their portfolio.

For the ultimate flexibility in appraising commercial properties, the Commercial Estimator and Agricultural Estimator Combo provides all the information needed to create costs reports for commercial and agricultural buildings.

BENEFITS:

- Improves consistency and accuracy in your property valuations
- Creates detailed cost reports using as little as five pieces of data
- Selects the correct local multiplier and climate adjustment with just the property Zip Code automatically
- Allows individual cost ranks for items such as HVAC and exterior walls
- Access to historical costs and interpolate between classes and quality levels
- Quarterly database updates
- Cost indexes to more than 800 specific geographical areas in Canada, the United States and its territories
- Defendable values that help you remain in full regulatory compliance
With the RiskMeter Online API, the P&C industry now has back-end access to comprehensive natural hazard risk information. Using premium natural hazard data and probability models from CoreLogic®, this advanced ordering solution helps underwriters, brokers, agents and other businesses easily assess and price multiple types of natural hazard risk—simply by integrating into our RiskMeter Online platform.

The RiskMeter Online API allows your internal applications to retrieve over 40+ natural hazard risk reports, and incorporate the data from these reports directly into your environment. Your application simply passes an address and other required information into the RiskMeter Online API, and in return, you receive the data element that you request, along with an optional map.

Write the Right Business
With a little front end programming and the RiskMeter Online API, you can instantly view premium natural hazard data and scoring reports online, and then choose to save a PDF version of the report. Display maps can be customized by street, aerial or hybrid view, and for large parcels with multiple structures, the user has the ability to assess risk on a specific building or several buildings within a parcel.

Why CoreLogic?
Increasing catastrophic events and climate change are challenging the P&C insurance industry to revisit existing catastrophic risk management and loss adjustment strategies by improving the overall understanding of natural hazards.

CoreLogic is dedicated to the science of understanding natural hazard risk. With a staff of Ph.D.-level scientists, we have taken risk assessment a step further by developing a proprietary methodology that assesses the future risk of a wide range of natural hazards including storm risks, fire risks and land-based risks. The RiskMeter Online API allows you to pinpoint one location or multiple locations to better understand risk for multiple types of exposures.

The ability to quickly screen for natural hazard risk can help insurers streamline their underwriting process and reduce the sales cycle for agents and brokers.

RiskMeter Online Report Availability
RiskMeter Online delivers natural hazard risk data that empowers underwriters, agents and brokers to make quick and accurate proper risk determinations and includes the following reports:
- Distance to: Shore, Intracoastal, Fire Station & Earthquake Faults
- Flood & Flash Flood Risk Score
- Wind & Hail Probability
- Crime Scores
- Coastal Risk & Storm Surge
- Florida Sinkholes
- Earthquake Risk Score
- Wildfire Risk Score
- Hazard Risk Score
- Building Characteristics
- Plus, additional custom layers
VALUE ADDED SERVICES – RISK O METER

Three Levels of Integration
CoreLogic offers three levels of integration for the RiskMeter Online API, ensuring that you get the best fit for your book of business.

1. **Login Link**: You can build front end functionality that allows your users to click a button or click a link from your internal intranet for secure log into the RiskMeter Online website.

2. **Passing in an Address**: This includes the same option as the login link above but with added functionality. Your application can pass an address or latitude/longitude coordinates directly into the RiskMeter Online website. This option takes your users directly to the ‘Choose Reports’ page and requires a small amount of programming by you.

3. **Full Integration**: A full integration allows your application to retrieve all of the RiskMeter Online API data elements available to your account with a front end that you design. We have three methods for a full integration illustrated below.
SAFETY PROGRAM APP

Today’s busy professional must make valuable use of both of limited resources and time. In today’s fast pace world it is too important to stay on top of your projects, not to mention the exposure to regulatory interference that is every present at our work environments.

Let Risk Management Partners (RMP) Safety Program APP assist you with your busy schedule and reduce your costs and potential regulatory burden, no need to continue:

- Writing reports in the office...
- Transferring photos to a computer...
- OSHA fines for lack of documentation...
- Fuel and time to deliver reports and documents...
- Searching for documents and previous reports...
- Manually entering reports and data into your server

The RMP Safety App will allow you to use your IPad, IPhone, Droid or Microsoft Device to:

- **Conduct Accident Investigations** – Complete your accidents forms while at the job site and upload relevant photos supporting your findings. By automatically downloading this to your proprietary server your OSHA logs will be generated for you instantly. You can also trend your accident data to focus on problem areas within your organization, or generate reports for senior management.

- **Accident Alerts** – You can create your own distribution list so when an accident report is submitted by one of your team *anywhere in the world* all persons in your organization will be alerted. This can help site and local teams correct potential issues and avoid regulatory interference before it occurs.

- **Conduct Safety Audits and Assessments** – You now can conduct a safety audit or assessment electronically and include photos. No longer do you need to go back to your office to finish your report after spending the day at your location. Your entire assessment can be done electronically, include comments to assist those who review your findings. Once again this process is also server based meaning all information will be downloaded to your web portal so you can run trending reports. Trend your top 10 safety issues, trend safety performance of specific job sites or locations, you can even trend reports of your supervisors, superintendents or auditors. Provide management with instant trending reports of your team’s safety performance.

- **“Branding” / Customization** – Customize the APP for your operation. Once you have purchased the APP you can “Brand” this as your own. Your logo will appear on the APP and web portal. This is your safety APP. Can your competition produce a Safety APP? How impressed will your customers be when you show them this tool that is yours?

- **Customize you Client Library** – You have full control over your library, upload documents; MSWord, MS PowerPoint, MS Excel, videos, photos, etc. Place your material where it is easy for all to find and access it from anywhere in the world. You will have full access to all documents from you smart phone or tablet.
**Cloud Based** - Your APP and Webserver are housed in a high security cloud facility located in downtown Atlanta. This facility guarantees 24/7 access and provides unprecedented security for your information. In addition this server will save you money as its size is unlimited. No need to spend your hard earned money on internal configurations that will become obsolete in a couple of years and take up valuable space at your facility.

**Additional Features** - You can also issue safety warnings and citations (including photos) to responsible parties as part of your corrective action program. Get email notifications when employees training becomes due, in fact 90 days before it is due. This way you can avoid lapses which may lead to potential fines and penalties.

Remember, they have free training with a live person to step you through this process and help you and your teams become successful.
185D-19F Addendum 2
McGriff, Seibels & Williams of Texas, Inc.
Supplier Response

Event Information

Number: 185D-19F Addendum 2
Title: Property & Casualty Insurance Coverage & Services
Type: Request for Proposal
Issue Date: 7/17/2019
Deadline: 8/14/2019 03:00 PM (CT)
Notes: Addendum 2 is issued to change the Due Date and is hereby incorporated as part of RFP #185D-19F.

Addendum 1 is issued to provide additional information and to answer questions and is hereby incorporated in RFP #185D-19F.

The City of Irving is requesting proposals for property and casualty insurance coverage, and related services. The scope of the coverage and services will encompass all aspects of CITY operations and requires extensive knowledge and experience across all lines of coverage. There will be no pre-proposal conference in conjunction with this RFP.

Any questions or requests for clarification should be submitted online. All responses to questions will be released in the form of an addendum after the cut off for submitting questions has passed.

The City of Irving strongly encourages bidders to submit their response to this bid electronically. Please call the individual listed on the bid if you require assistance with this submittal. Electronic submission will eliminate errors and unnecessary work, and is more friendly to the environment. In the case of an RFP or RFQ, any hard copy requirements will be stated within the specifications. Your cooperation is greatly appreciated.

Contact Information
Contact: Darlene Humphries, Purchasing Manager
Address: 835 W. Irving Blvd
       Purchasing
       Irving, TX 75060
Phone: 972 (721) 3752
Email: dhumphries@cityofirving.org
By submitting your response, you certify that you are authorized to represent and bind your company.

Johnny Fontenot
Signature
Email
Submitted at 8/13/2019 2:33:43 PM

Supplier Note
Note, McGriff agrees to share 33% of the $24,000 Broker fee with our MWBE Partner, Trinity Review Service. Thank you for the opportunity work with the City of Irving.

Requested Attachments

Proposal (electronic copy) Property & Casualty Insurance Coverage & Services RFP#185D-19F
To include all required components 1-6 as noted under Contents of Proposal on page 3 of the solicitation document

Proposal Response Form - Liability 185D-19F_Proposal_Response_Form__Liability
Proposal Response Form - Property 185D-19F_Proposal_Response_Form__Property

Proposal Alternatives
As referenced in Contents of Proposal, Item 8

Required Forms
As referenced under Contents of Proposal, Item 9

Bid Attributes

1 RFP Acceptance
I have read and understand the Standard Terms and Conditions, General Instructions to Proposers, Special Instructions to Proposers, Insurance Requirements, and all Specifications and other attachments contained herein, and further agree to abide by and accept said documents.

Acknowledged

2 Right to do Business in Texas - INCLUDE IN YOUR RESPONSE THE CONTACT INFORMATION OF CERTIFYING OFFICIAL’S NAME, TITLE, PHONE NUMBER AND E-MAIL ADDRESS.
As required by 2252.903, Government Code, respondent’s official certifies and acknowledges that its Texas franchise tax payments are current, or that it is exempt from, or not subject to, such tax. If claiming an exemption or not subject to franchise tax, an explanation must be provided.

Acknowledged

3 Entity Type
Please check the entity type that applies to your business:

Corporation
4 Number of Full Time Employees (FTE):
100+

5 MWBE Classification
If you are a minority-owned or woman-owned business, please check which type and attach proof of certification to your response.
No response

6 Payment Preference
Please check appropriate option(s):
EBT & Check

7 Contact Information
Please enter the name, e-mail and phone number of the contact person who will be assigned to assist the City of Irving with this contract.
Johnny Fontenot, Executive Vice President, 469-232-2100

8 Conflict of Interest Questionnaire
Per Attachment C-1, Instructions for Conflict of Interest Questionnaire, respondent shall include Attachment C-2, Conflict of Interest Questionnaire with their bid submission in the event that a conflict of interest in doing business with the City of Irving exists as defined by Chapter 176, Texas Local Government Code.

If required, this may be done electronically by clicking on the "Response Attachments" tab and clicking on "New under "Response Attachments". Respondent here acknowledges that a Conflict of Interest Questionnaire has been attached to this submission unless no conflict exists.
Acknowledged

9 TGC 2270 Verification Form
Per Texas Government Code Chapter 2270, any company entering into a contract for goods or services with a government entity effective on or after May 4, 2019 (1) who employs 10 or more full time employees, and (2) has provided a bid or proposal that has a value of $100,000 or more is required to either (A) provide verification that said company does not boycott Israel and will not boycott Israel during the term of this contract by inclusion of Attachment C-2 - TGC 2270 Verification Form with their submission in compliance with this requirement, or (B) provide the affidavit or registering objection to the verification form which appears as page 2 of Attachment C-5. **DO NOT PROVIDE BOTH THE VERIFICATION FORM AND THE AFFIDAVIT.** Inclusion of the appropriate attachment page may be accomplished electronically by clicking on the "Response Attachments" tab and clicking on "New under "Response Attachments". Respondent here acknowledges that, if required as outlined above, a copy of the appropriate page from Attachment C-5 has been included with this submission.
Acknowledged

10 Discretionary Contract Disclosure Form
Respondent shall include Attachment C-6, Discretionary Contract Disclosure Form, with their submission. This may be done electronically by clicking on the "Response Attachments" tab and clicking on "New under "Response Attachments". Respondent here acknowledges that a copy of Attachment C-6 has been included with this submission. Should respondent be recommended for award, an original wet ink signature copy of this form will be required.
Acknowledged
Federal Debarment Certification

The respondent certifies the following:

1. The respondent and/or any of its principals are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.

2. The respondent and/or any of its principals have not within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state, or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of proposers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasions, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with commission of any of these offenses.

If the respondent cannot certify this statement, attach a written explanation for review by the City. The respondent must notify the Purchasing Manager within 30 days if debarred by any governmental entity during the contract period.

Acknowledged

Affidavit for Insurance Requirements

Respondent shall include Attachment D-4, Affidavit for Insurance Requirements, with their submission. This may be done electronically by clicking on the "Response Attachments" tab and clicking on "New under "Response Attachments". Respondent here acknowledges that a copy of Attachment D-4 has been included with this submission.

Acknowledged

Environmental Stewardship

Per the City's expectations as outlined in Attachment E-1, Environmental Commitment and Compliance, the City of Irving recognizes the importance of exercising positive environmental stewardship and is proactive in encouraging environmentally sound practices in our operations and among our residents, businesses, and suppliers.

Please indicate any of the following in the space provided which apply to your business operation and list details:

1. Recycling
2. Energy Efficiency Practices
3. Environmentally Preferred
4. Water/Energy Conservation
5. Air Quality/Emissions
6. Disposal Practices
7. Other Environmentally Friendly Practices

Recycling - all offices contain recycle boxes. All offices and main areas have motion sensitive lights. Paperless Operation.

Acknowledged

Good Faith Effort Affidavit

Per the information provided in Attachment F1, Good Faith Effort Program Overview, the respondent certifies that they agree to provide the City of Irving with a completed copy of all forms required by the City's Good Faith Effort Program and understands that if they fail to provide all of the required documents within five (5) business days after notification, their bid or proposal may be deemed "non-responsive" and they may be denied award of the contract.

Acknowledged

W-9 Form

Respondent shall include IRS Form W-9 with their bid submission. This may be done electronically by clicking on the "Response Attachments" tab and clicking on "New under "Response Attachments". Respondent here acknowledges that a copy of their company's W-9 Form has been included with this submission.

Acknowledged
Contract Exceptions
Any initial exceptions to the provided contract shall be noted with your bid response. By checking the appropriate box below, vendor hereby acknowledges that either no exception are being taken or that any exceptions have been noted in detail and provided as an attachment to this response.

No exceptions taken

Addendum 1 Acknowledgement
Vendor hereby acknowledges review of Addendum 1.
Acknowledged

Addendum 2 Acknowledgement
Vendor hereby acknowledges review of Addendum 2.
Acknowledged
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: Johnny Fontenot 
Title: Executive Vice President

Company Name: McGriff, Seibels & Williams of Texas, Inc.

Date Signed: 08/08/2019

NOTARIZATION

THE STATE OF Texas §
COUNTY OF Dallas §

BEFORE ME, the undersigned notary public on this day personally appeared Johnny Fontenot , on behalf of McGriff, Seibels & Williams of Texas, 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 8th day of August, 2019.

TRACY HARTGRAVE
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.

Contract #185D-19F

LSR #
DISCRETIONARY CONTRACT DISCLOSURE FORM

SECTION I: BASIC GUIDELINES
The Irving Ethics Code requires individuals or entities who seek a contract with the City of Irving which is awarded on a basis other than competitive bidding, and which exceeds $100,000 in payments by the City, to file certain disclosures with the City. This form should be filed with any proposal by the individual or entity, with extra pages attached as needed to complete the responses. In the case of any change in the information, this form should be supplemented within five (5) days of such change or prior to any Council action, whichever is first.

SECTION II: PROJECT
A. Project Description: Property & Casualty Insurance Coverage & Services

B. RFP or RFQ, Number and Date of Issuance: 185D-19F

SECTION III: IDENTITY OF PARTIES AND SUBCONTRACTORS TO THE DISCRETIONARY CONTRACT
A. Individual Parties to the Contract
(Includes all natural persons who are parties, partners or subcontractors of the contract)

Name: ___________________________ Address: ___________________________ City: __________ Zip: __________
Email: ___________________________ Telephone: ___________________________

Name: ___________________________ Address: ___________________________ City: __________ Zip: __________
Email: ___________________________ Telephone: ___________________________

Name: ___________________________ Address: ___________________________ City: __________ Zip: __________
Email: ___________________________ Telephone: ___________________________

B. Entity Parties to the Discretionary Contract
(Includes all business entities such as corporations, partnerships, and limited liability companies, and also includes any subcontractors, parent and subsidiary corporations to the entity parties).

Name: McGriff, Seibels & Williams of Texas, Inc.
Officer, Agent or other Contact: Johnny Fontenot, Executive Vice President
Address: 5080 Spectrum Drive, Suite 900E City: Addison Zip: 75001
Email: jfontenot@mcgriff.com Telephone: 469-232-2100
C. Identity of all lobbyists, attorneys or other consultants to be utilized in seeking or executing the proposed discretionary contract with the City of Irving.

Name: 

Officer, Agent or other Contact: 

Address:  City: Zip: 

Email: Telephone: 

☐ Lobbyist ☐ Attorney ☐ Consultant

Name: 

Officer, Agent or other Contact: 

Address:  City: Zip: 

Email: Telephone: 

☐ Lobbyist ☐ Attorney ☐ Consultant

Name: 

Officer, Agent or other Contact: 

Address:  City: Zip: 

Email: Telephone: 

☐ Lobbyist ☐ Attorney ☐ Consultant

SECTION IV: INDIVIDUAL, OFFICER, EMPLOYEE OR AGENT SIGNATURE

Individual, Officer, Employee or Agent

Date: 08/09/2019

Printed Name: Johnny Fontenot

Position: Executive Vice President
Resolution -- Renewing the Contracts with Clampitt Paper Company and Western BRW Paper Co., in the Total Estimated Amount of $133,500.00 for an Annual Contract to Provide Office Paper

Administrative Comments

1. This item is recommended by the Communications Department.

2. Impact: This contract provides the majority of paper for the city. Copy paper, letterhead, and envelopes contain 100% recycled content and all other items contain some recycled content or are Forest Stewardship Council certified paper.

3. This renewal establishes the continuation of annual contracts to provide office paper. This is the first of two, one-year renewal options. The current contract expires on September 30, 2019.

4. Funding for Fiscal Year 2019-20 is subject to budget appropriation in various departmental budgets within various funds.

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Item(s)</th>
<th>Contract Term</th>
<th>Total Est. Exp.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Western BRW Paper Co.</td>
<td>2-12, 17-28, 30-34, 37-52, and 55-58</td>
<td>10/1/19 – 9/30/20</td>
<td>$124,500.00</td>
</tr>
<tr>
<td>Clampitt Paper Company</td>
<td>14, 15, 29, 53 and 54</td>
<td></td>
<td>$9,000.00</td>
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<tr>
<td>TOTAL</td>
<td></td>
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<td>$133,500.00</td>
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</table>

Recommendation

The resolution be approved.

ADDITIONAL COMMENTS:

Contract Required: No  
Review Completed By: Janet Spugnardi  
Previous Action: 2018-319  
Council Action: Approved award

Discretionary Contract Disclosure Form Required: N/A

Certificate of Interested Parties (Form 1295) Required: No

TGC 2270 Verification Form Required: No

Comments: Services provided by the vendor meet specifications and performance criteria; pricing remains the same. This is the first of two, one-year renewal options. Purchasing has assigned 015J-20F for tracking purposes.

ATTACHMENTS:
CURRENT YEAR FINANCIAL IMPACT:
None

REVISION INFORMATION:
Prepared: 8/30/2019 08:25 AM by Jerry Perry
Last Updated: 9/12/2019 01:38 PM by Janet Spugnardi
BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS:

SECTION I. THAT the City Council hereby renews the contracts with Western BRW Paper Co., for Items 2-12, 17-28, 30-34, 37-52, and 55-58 in the estimated amount of $124,500.00 and Clampitt Paper Company for Items 14, 15, 29, 53, and 54 in the estimated amount of $9,000.00 for the period of October 1, 2019, through September 30, 2020, subject to funds being appropriated in Fiscal Year 2019-20.

SECTION II. THAT funding for these expenditures shall be 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 September 19, 2019.

____________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

____________________________
Shanae Jennings
City Secretary

APPROVED AS TO FORM:

____________________________
Kuruvilla Oommen
City Attorney
**CITY OF IRVING RENEWAL SUMMARY**  
**ITB #015J-20F Office Paper**  
Closing Date: 7/30/18  
Purchasing Agent: Marsha Hughes 972.721.3754  
1st of 2 Renewal Options

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<th>Unit</th>
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**GROUP B - LINEN LETTERHEAD & ENVELOPES (consists of Items 14-15)**

City's preference is a minimum 30% recycled fiber content. Only one recycled content option will be awarded per item as indicated in specification.

<table>
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<th>Unit</th>
<th>Price 1000 sheets</th>
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<tr>
<td>15</td>
<td>No. 10, #24 Classic Crest Smooth, Classic Natural White Envelope (to match item 14) - 500/box</td>
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<td>16</td>
<td><strong>GROUP C - MISCELLANEOUS ITEMS (consists of Items 17-24)</strong> City's preference is a minimum 30% recycled fiber content. Only one recycled content option will be awarded per item as indicated in specification. 8.5 x 11, No.1 #28 Text Smooth Brilliant White, 96-98 Bright, Acid Free for Xerox 800 Press - Price per 1000 sheets</td>
<td>1 EA</td>
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<td>$57.55 $287.75 $58.05 $290.25</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>24.1</td>
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<td>$57.55 $287.75 $58.05 $290.25</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>24.2</td>
<td>30% or more recycled content</td>
<td>5</td>
<td>No Bid No Bid</td>
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<td></td>
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<tr>
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<td>No Bid No Bid</td>
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</tr>
</tbody>
</table>

**GROUP D - MISCELLANEOUS ITEMS**

(consists of Items 26-34) Only one recycled content option will be awarded per item as indicated in specification.

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Quantity</th>
<th>Price per 1000 sheets</th>
</tr>
</thead>
<tbody>
<tr>
<td>26</td>
<td>8.5 x 11, #67 Vellum Bristol Assorted Pastel Colors</td>
<td>1 PKG</td>
<td>$17.17 $1,717.00 $18.21 $1,821.00</td>
</tr>
<tr>
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<td>$17.17 $1,717.00 $18.21 $1,821.00</td>
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<tr>
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<td>No Bid</td>
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<td>100% recycled content</td>
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<td>No Bid</td>
</tr>
<tr>
<td>27</td>
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<td>$36.88 $1,844.00 $38.27 $1,913.50</td>
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</tr>
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<td>Description</td>
<td>Quantity</td>
<td>Unit</td>
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<td>---</td>
<td>-----------------------------------------------------------------------------</td>
<td>----------</td>
<td>------</td>
</tr>
<tr>
<td>27.3</td>
<td>100% recycled content 8.5 x 11, #60 White Uncoated Offset Labels, Permanent - 100/pkg</td>
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<tr>
<td>28</td>
<td>12 x 18, #80 Digital Silk Text, White - Price per 1000 sheets</td>
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<tr>
<td>29</td>
<td>12 x 18, 5Mil Synaps Digital XM - Price per 1000 sheets</td>
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</tr>
<tr>
<td>30</td>
<td>A2, #60 White Opaque envelope, smooth, 1000/case</td>
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<td>PKG</td>
</tr>
<tr>
<td>31</td>
<td>8.5 x 11, .022 Chipboard, 960/case</td>
<td>1</td>
<td>PKG</td>
</tr>
<tr>
<td>32</td>
<td>11 x 17, .022 Chipboard, 480/case</td>
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<td>PKG</td>
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<tr>
<td>35</td>
<td>8.5 x 11, #24 White copy paper for copiers 92-Brightness, printers, faxes and suitable for 2-sided copy. Copy cannot bleed through.</td>
<td>1</td>
<td>PKG</td>
</tr>
</tbody>
</table>
GROUP E - MISCELLANEOUS ITEMS (consists of Items 36-57) City's preference is a minimum 30% recycled fiber content. Only one option will be awarded per item as indicated in specification.

<table>
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<tr>
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<th>Description</th>
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<td><strong>$2,760.00</strong></td>
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<td>No Bid</td>
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<td></td>
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<tr>
<td>47</td>
<td>8.5 x 11, #20 White copy paper for copiers - Brightness, printers, faxes and suitable for 2 sided copy; Copy cannot bleed through - Price per 1000 sheets</td>
<td>1 PKG</td>
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<tr>
<td>47.1</td>
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<td><strong>$5.25</strong></td>
<td><strong>$31,500.00</strong></td>
<td>$7.23</td>
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<td><strong>$5.25</strong></td>
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<td><strong>$36,000.00</strong></td>
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<td>47.4</td>
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<td><strong>$6.00</strong></td>
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<td><strong>$7.62</strong></td>
<td><strong>$7.62</strong></td>
<td>$9.16</td>
</tr>
</tbody>
</table>
| 48 | 8.5 x 14, #20 White copy paper for copiers  
92-Brightness, printers, faxes and suitable for 2 sided copy; Copy cannot bleed through - Price per 1000 sheets | 1 | PKG |
<table>
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<th></th>
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<td>$7.35</td>
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<td>48.2</td>
<td>30% or more recycled content</td>
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<td>$9.04</td>
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<td>48.3</td>
<td>100% recycled content</td>
<td>20</td>
<td>$12.36</td>
</tr>
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</table>

| 49 | 11 x 17, #24 White copy paper for copiers  
92-Brightness, printers, faxes and suitable for 2 sided copy; Copy cannot bleed through - Price per 1000 sheets | 1 | PKG |
<table>
<thead>
<tr>
<th></th>
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</tr>
</thead>
<tbody>
<tr>
<td>49.1</td>
<td>Less than 30% recycled content</td>
<td>250</td>
<td>$14.78</td>
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<tr>
<td>49.2</td>
<td>30% or more recycled content</td>
<td>250</td>
<td>$19.10</td>
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<table>
<thead>
<tr>
<th>50</th>
<th>No. 10, #24 White wove bond envelope - Price per 1000 envelopes</th>
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<th>PKG</th>
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<tbody>
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<td>$19.20</td>
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<table>
<thead>
<tr>
<th>51</th>
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<th>1</th>
<th>PKG</th>
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</thead>
<tbody>
<tr>
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<td>$21.51</td>
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<table>
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<tr>
<th>52</th>
<th>No. 10, #24 Brown Kraft regular envelope - Price per 1000 envelopes</th>
<th>1</th>
<th>PKG</th>
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<tbody>
<tr>
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<td>20</td>
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<table>
<thead>
<tr>
<th>53</th>
<th>5.75 x 8.78, #24 White Booklet envelope - Price per 1000 envelopes</th>
<th>1</th>
<th>PKG</th>
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<tbody>
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<tr>
<td>53.2</td>
<td>30% or more recycled content</td>
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<td>No Bid</td>
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<tr>
<td>53.3</td>
<td>100% recycled content</td>
<td>20</td>
<td>No Bid</td>
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</table>

<p>| 54 | A6, #60 White Opaque envelope, smooth - Price per 1000 envelopes | 1 | PKG |</p>
<table>
<thead>
<tr>
<th></th>
<th>Description</th>
<th>Quantity</th>
<th>30% or more recycled content</th>
<th>100% recycled content</th>
<th>Less than 30% recycled content</th>
</tr>
</thead>
<tbody>
<tr>
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<td>No Bid</td>
<td>$29.68</td>
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<td>No Bid</td>
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<td>No Bid</td>
<td>No Bid</td>
<td>$26.20</td>
</tr>
<tr>
<td>55</td>
<td>1/8 x 4 1/2 Envelope (lower left), mechanical insertion - Price per 1000 envelopes</td>
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<td>PKG</td>
<td>No Bid</td>
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<td>No Bid</td>
<td>$19.20</td>
</tr>
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<td>100% recycled content</td>
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<tr>
<td>57</td>
<td>8.5 x 11, #65 Door Hanger with Perf, 2 up, assorted colors</td>
<td>1</td>
<td>PKG</td>
<td>No Bid</td>
<td>$44.00</td>
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<td>57.1</td>
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<td>57.2</td>
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<td>No Bid</td>
<td>No Bid</td>
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<tr>
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<td>58</td>
<td>9 x 11, #90 White Fifth Cut Single Rev, No Holes, No Mylar Tabs - Price per 1000 sheets</td>
<td>1</td>
<td>PKG</td>
<td>No Bid</td>
<td>$60.10</td>
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</tr>
<tr>
<td>58.3</td>
<td>100% recycled content</td>
<td>20</td>
<td>No Bid</td>
<td>No Bid</td>
<td>$19.20</td>
</tr>
</tbody>
</table>
Resolution -- Renewing the Agreement Between the City of Irving and ThyssenKrupp Elevator Corporation for Service and Maintenance of All City Facility Elevators, in the Total Estimated Annual Amount of $125,000.00, Utilizing the Cooperative Purchasing Network (TCPN), Sponsored by Region IV Education Service Center

Administrative Comments
1. This item is recommended by the Capital Improvement Program Department.
2. **Impact**: Service and maintenance of city facility elevators provides for the safety and security of residents and employees by ensuring proper orientation of elevators within city facilities.
3. This renewal will provide service, maintenance and as-needed repair services of all City elevators. Elevator service and maintenance fees are $65,000.00 annually with an additional estimated amount of $60,000.00 allocated for as-needed repairs.
4. This renewal establishes the continuation of providing elevator maintenance and as-needed repairs for three-years. The current contract expires on September 30, 2019.
5. Funding for Fiscal Years 2019-20 through 2021-22 will be available in various departmental budgets within various funds, subject to budget appropriation.

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Contract Term</th>
<th>Total Estimated Expenditure</th>
<th>Fiscal Year(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>ThyssenKrupp Elevator Corporation</td>
<td>10/1/19-9/30/22</td>
<td>$125,000.00</td>
<td>2019-20</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$128,250.00</td>
<td>2020-21</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$131,662.00</td>
<td>2021-22</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td>$384,912.00</td>
<td></td>
</tr>
</tbody>
</table>

**Recommendation**
The resolution be approved.

**ADDITONAL COMMENTS:**
- **Contract Required**: No
- **Review Completed By**: N/A
- **Previous Action**: 2016-391
- **Council Action**: Approved Award
- **Discretionary Contract Disclosure Form Required**: No
- **Certificate of Interested Parties (Form 1295) Required**: No
TGC 2270 Verification Form Required: No

Comments: These purchases will be made through the Cooperative Purchasing Network (TCPN) Region IV Education Service Center Contract #R150801 which expires on September 30, 2020. Purchases under this contract meet competitive bid requirements with the State of Texas statutes, rules, policies and procedures. Prices are reasonable and within budget.

CURRENT YEAR FINANCIAL IMPACT:

Various Budget: $125,000.00  Actual: $125,000.00
Purchase orders will be issued as funding is appropriated.
Budget Adjustment/Transfer Required: No

REVISION INFORMATION:

Prepared: 9/3/2019 03:50 PM by Rashmi Kulkarni
Last Updated: 9/13/2019 08:53 AM by Dean James Roggia
CITY OF IRVING

COUNCIL RESOLUTION NO. (ID # 10487)

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, the City of Irving entered into an Interlocal Cooperative Purchasing Agreement with Region IV Education Service Center, who sponsors The Cooperative Purchasing Network (TCPN), on December 9, 2004;

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

SECTION I. THAT the City Council hereby approves renewal of the agreement between the City of Irving and ThyssenKrupp Elevator Corporation, for the Service and Maintenance of City Facility Elevators through TCPN Contract #R150801, in the estimated amount of $125,000.00 for the period of October 1, 2019 through September 30, 2020; in the estimated amount of $128,250.00 for the period of October 1, 2020 through September 30, 2021; and in the estimated amount of $131,662.00 for the period of October 1, 2021 through September 30, 2022; subject to funds being appropriated in Fiscal Years 2019-20, 2020-21, and 2021-22.

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 September 19, 2019.

______________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

_________________________________
Shanae Jennings
City Secretary

APPROVED AS TO FORM:

_________________________________
Kuruvilla Oommen
City Attorney
Resolution -- Approving a Professional Services Agreement with Pedal Valves, Inc., in a Total Amount Not to Exceed $700,000.00 for Water Meter Replacement and Advanced Metering Infrastructure (AMI) Endpoint Remediation Services

Administrative Comments
1. This item is recommended by the Water Utilities Department.
2. Impact: This item supports the city’s Investing in Our Future initiative. This contract will provide additional resources needed to complete the installation and testing of the AMI system and provide detailed water usage data to customers in 2020.
3. This item will be presented to the Transportation & Natural Resources Committee on September 18, 2019.
4. The City of Irving currently has a significant investment in its residential and commercial water meters and is working to upgrade both the meters and meter reading system. These services will provide the means to assist staff with water meter replacements, installation and testing of the AMI system to remotely read meters.
5. This award establishes an annual professional service contract for the purpose of water meter replacement and connectivity mitigation with the AMI network for residential and commercial meters. This contract is subject to two one-year renewal options.
6. M/WBE participation in this award is 100%.
7. Funding for Fiscal Year 2019-20 will be available in the Water and Sewer System Non-Bond CIP Fund subject to budget appropriation.

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Contract Term</th>
<th>Total Amount Not to Exceed</th>
<th>Fiscal Year(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pedal Valves, Inc.</td>
<td>10/1/19 - 9/30/20</td>
<td>$700,000.00</td>
<td>2019-20</td>
</tr>
</tbody>
</table>

Recommendation
The resolution be approved.

ADDITIONAL COMMENTS:
Contract Required: N/A
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
Comments: Purchasing sent solicitation notices to 1189 vendors, 6 of which were M/WBE or HUB vendors. One response was received, which was from an M/WBE or HUB vendor. The proposal from Pedal Valves, Inc., was responsive based on evaluation criteria established in the Request For Proposal and is being recommended for award. Purchasing has assigned RFP #198J-19F for tracking purposes.

ATTACHMENTS:

H-3 - Professional Services Contract & Acknowledgement  (PDF)
TGC 2270  (PDF)

CURRENT YEAR FINANCIAL IMPACT:

FY 2019-20 5422-3251-75901-905033  Budget: $700,000.00  Actual: $700,000.00
Purchase orders will be issued as needed for annual contract.
Budget Adjustment/Transfer Required: No

REVISION INFORMATION:

Last Updated:  9/12/2019 05:13 PM by Zachary Noblitt
BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS:

SECTION I. THAT the City Council hereby approves the attached professional services agreement between City of Irving and Pedal Valves, Inc., for Water Meter Replacement and AMI Endpoint Remediation Services in a total amount not to exceed $700,000.00, for the period of October 1, 2019, through September 30, 2020, subject to budget appropriation in Fiscal Year 2019-20, and the Mayor is authorized to execute any necessary agreement.

SECTION II. THAT funding for these expenditures will be available in 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 September 19, 2019.

_______________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

__________________________________________
Shanae Jennings
City Secretary

APPROVED AS TO FORM:

__________________________________________
Kuruvilla Oommen
City Attorney
Professional Services Agreement

THIS AGREEMENT is entered into as of the ____ day of ____________________, A.D. 20____, (Effective Date) by and between 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") and ____________________, ("Contractor").

WITNESSETH:

In consideration of the premises and mutual covenants stated herein, the parties agree as follows:

1. Controlling Documents

The following documents are incorporated as if written word for word in this Contract and should be interrupted in the following order if any conflict(s) exist:

1.1 This Agreement;
1.2 Specifications and any addendums;
1.3 Special Instructions to Submitters;
1.4 General Instructions to Proposers;
1.5 Standard Terms and Conditions for RFP; and 1.6 Supplier Response document from the Vendor.

2. Services

Contractor shall perform the services set forth in Exhibit “A” of this Agreement, ("the Services").

3. Compensation and Reimbursement

3.1 City shall pay Contractor an amount not to exceed seven-hundred thousand dollars ($700,000.00) for the Services. Contractor is responsible for all business expenses without reimbursement from City.

3.2 Contractor shall submit invoices monthly, as the work progresses. City shall then pay the Contractor the total amount of the statement which is validly due within thirty (30) days, with the final monthly installment being paid upon satisfactory completion of the project. All payments made under this agreement shall be made from currently available funds.

3.3 Contractor must give written notice that the Services have been completed or substantially completed, and City shall make a final inspection of the Services, and if the Services are found to be completed or substantially completed in accordance with this agreement, City shall, upon the
receipt of invoice, pay Contractor within thirty (30) days the balance due Contractor under the terms of this agreement.

3.4 In the event City should request additional services not set forth in Exhibit "A," Contractor and City shall agree on the compensation for those services prior to performance by Contractor. Performance of these additional services may be within or without the term of the contract set forth in Section 5 of this agreement. Under no circumstances will Contractor perform additional services without prior written authorization from City.

4. Confidential Relationship

4.1 City may from time to time communicate to Contractor certain information to enable Contractor to effectively perform the Services. Contractor shall treat all such information as confidential, whether or not so identified, and shall not disclose any part thereof without the prior written consent of City. Contractor shall limit the use and circulation of such information, even within its own organization, to the extent necessary to perform the Services. The foregoing obligations of this Section 3, however, shall not apply to any part of the information that (i) has been disclosed in publicly available sources of information, (ii) is, through no fault of Contractor, hereafter disclosed in publicly available sources of information, (iii) is now in the possession of Contractor without any obligation of confidentiality, or (iv) has been or is hereafter rightfully disclosed to Contractor by a third party, but only to the extent that the use or disclosure thereof has been or is rightfully authorized by that third party.

4.2 Contractor shall not disclose any reports, recommendations, conclusions, or other results of the Services, the existence of, or the subject matter of this contract without the prior written consent of City.

4.3 In its performance hereunder, Contractor shall comply with all legal obligations it may now or hereafter have respecting the information or other property of any other person, firm, or corporation.

5. Proprietary Rights

5.1 The work product of the Services, and any writings, discoveries, inventions, and innovations or data resulting from the Services, shall be promptly communicated to, and be the property of City.

5.2 As instruments of service, all documents, including original drawings, estimates, and notes shall be available for use by Contractor named herein.

6. Term

This agreement shall be effective as of the Effective Date, and expire on September 30, 2020. In the event of termination prior to the completion of the Services for reasons other than for cause, payment shall be made for services performed through the termination. This payment shall be the City's sole obligation to the Contractor. In addition, upon termination or expiration of this
agreement, Contractor shall return to City any and all equipment, documents, or materials, and all copies made thereof, which Contractor received from, and/or developed for City for the purposes of this agreement.

Rev. 11/5/2018

7. Option to Renew

Upon the expiration of the Initial one year Term or the expiration of the immediately preceding renewal term (hereinafter defined), City and Contractor may mutually agree in writing to extend this Agreement for two (2) additional periods of twelve (12) months each (collectively, the “Renewal Terms”). All Renewal Terms shall be subject to all of the same terms and conditions of this Agreement and shall be subject to the annual appropriation of funds by the CITY.

8. Right to Audit

The City, at its own expense, shall have the right at all reasonable times during normal business hours and upon at least twenty-four (24) hours advance notice, to audit, to examine, and to make copies of or extracts from the books of account and records maintained by Contractor with respect to the Services. If such audit shall disclose overpayment by City to Contractor, written notice of such overpayment shall be provided to Contractor and the amount of overpayment shall be promptly reimbursed by Contractor to the City. In the event any such overpayment is not paid within ten (10) days after receipt of such notice, the unpaid amount of such overpayment shall bear interest at the rate of one percent (1%) per month from the date of such notice until paid.

9. Notices

All notices and billings shall be in writing and sent to the following addresses:
To City:

Water Utilities
Mr. Brad Simpson
333 Valley View Lane
Irving, TX 75061

To Contractor:

Pedal Valves
Mr. Jason Wilkie
13625 River Rd
Luling, LA 70070

10. General

10.1 The terms and conditions of Sections 3, 4, 6, and 7 hereof shall survive the termination of this agreement or completion of the Services as the case may be.

10. Contractor shall perform the Services as an independent contractor and shall not be considered an employee of City for any purpose whatsoever, including, but not limited to, entitlement to City employee benefits. Contractor hereby expressly waives any claim or entitlement to such benefits. Contractor shall be responsible for payment of all federal and state
taxes and assessments of any nature arising from the performance of this Agreement. Contractor understands that City will not withhold federal or state taxes from fees paid under this Agreement, the payment of such taxes being the sole responsibility of Contractor.

Rev. 11/5/2018
10.3 **INDEMNIFICATION.** The Contractor (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 Contractor 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 contractor 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. Contractor shall give to the City reasonable notice of any such claims or actions. Contractor 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.

10.4 **Immunity retained.** The City and Company hereby acknowledge and agree that City is entering this Agreement pursuant to its governmental function and that nothing contained in this Agreement 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.

10.5 **Limited Waiver of Immunity.** Notwithstanding anything to the contrary herein, the City and Company hereby acknowledge and agree that to the extent this Agreement 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 Company 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 this Agreement;
(b) the recovery of damages against City may not include consequential damages or exemplary damages;
(c) Company may not recover attorney’s fees; and
(d) Company is not entitled to specific performance or injunctive relief against the City.

10.6 Contractor shall not export, directly or indirectly, any technical data acquired from under this agreement or any products utilizing any such data to any country for which the U.S. Government or any agency thereof at the time of export requires an export license or other government approval without first obtaining such license or approval.

10.7 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.

10.8 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.

10.9 This agreement shall be governed by the laws of the State of Texas. Venue of any action arising from this agreement shall be in Dallas County, Texas.

10.10 This agreement may not be modified, altered or amended except by written instrument duly executed by both parties, except that the address for notice may be changed as provided in Section 7.

10.11 The above shall constitute the entire understanding between Contractor and City respecting the Services described herein. The terms and conditions of the purchase order shall have no effect upon this agreement and shall be used for accounting purposes only.

Rev. 11/5/2018
The rest of this page is intentionally blank.

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement as of the date first above written.

City OF IRVING, TEXAS

By: ____________________________
   Richard H. Stopfer, Mayor

 Contractor: Pedal Valves, Inc.

By: ____________________________
   Jason Wilkie, VP of Operations

ATTEST: ____________________________
   Shanae Jennings
   City Secretary

ATTEST: ____________________________
   Deborah Eusea, Office Manager

APPROVED AS TO FORM:

______________________________
City Attorney

Rev. 11/5/2018
EXHIBIT A
SCOPE OF SERVICES
Project's Name: 198J-19F Water Meter Replacement & End Point Remediation

The following document are here incorporated as the scope of services for this agreement:

- Specifications and any addendums;
- Special Instructions to Submitters;
- General Instructions to Proposers;
- Standard Terms and Conditions for RFP; and 1.6
- Supplier Response document from the Vendor.
ACKNOWLEDGMENT

CORPORATE ACKNOWLEDGMENT

THE STATE OF Louisiana
COUNTY OF St. Charles Parish

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

Jason Wilkie VP of Operations
(Print Name) (Print Title)

of the corporation known as Pedal Valves, 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 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 August, A.D., 2019

Rebecca J. Matthews Notary
Public In and For
St. Charles County, Louisiana

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
(Print Name)

___________________________ 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., 2_____________.
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: Jason Wilkie, VP of Operations
Company Name: Pedal Valves, Inc.
Date Signed: 8/15/19

THE STATE OF Louisiana
COUNTY OF St. Charles Parish

BEFORE ME, the undersigned notary public on this day personally appeared
Jason Wilkie, on behalf of Pedal Valves, 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 15th day of August, 2019

Rebecca Z. Matthews, Notary Public
La. Bar #23887 Notary ID #68912
Attorney-at-Law
My Commission is for life.

NOTARY PUBLIC IN AND FOR THE STATE OF Louisiana

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 #___________
Resolution -- Approving the Expenditure to Mac Haik Dodge Chrysler Jeep in the Total Estimated Amount of $126,787.00 for Remounting of an Ambulance Body on a New Cab & Chassis through the Houston-Galveston Area Council of Governments Interlocal Cooperative Purchasing Program (H-GAC)

Administrative Comments
1. This item is recommended by the Fleet Services Division and the Human Resources Department – Risk Management Division.
2. Impact: This item provides for remounting of an ambulance body on a new cab and chassis in order to maintain the Fire Department’s ambulance fleet at established levels, allowing them to be able to serve the residents of the City of Irving in the most efficient means possible.
3. This item is supported by a Vendor/Member contract between the City of Irving and Mac Haik Dodge Chrysler Jeep, using HGAC Contract No. AM10-18, which was awarded by RES-2019-25 and expires on September 30, 2020. It provides for the repair of a wrecked 2015 Ford F-450 ambulance, Unit No. 05180. This unit was wrecked in March 2019, however, there was an extended process that required multiple estimates from vendors before reaching a final damage assessment. The unit is covered under the city’s property insurance policy with TML and Risk Management has filed a claim.
4. Funding in the total estimated amount of $126,787.00 is available in the Self-Insurance Fund.

Recommendation
The resolution be approved.

ADDITIONAL COMMENTS:

Contract Required: No
Previous Action: RES-2019-25
Review Completed By: N/A
Council Action: Approved Contract
Discretionary Contract Disclosure Form Required: No
Certificate of Interested Parties (Form 1295) Required: No
TGC 2270 Verification Form Required: No

Comments: The City of Irving entered into an Interlocal Cooperative Purchasing Agreement with Houston-Galveston Area Council of Governments (H-GAC) on October 15, 1992. Purchases made under H-GAC Contract No. AM10-18, which expires on September 30, 2020 meet competitive bid requirements with the State of Texas statutes, rules, policies and procedures and have been determined to offer pricing that is reasonable and within budget.
ATTACHMENTS:
Agenda_10439_Irving Fire Department HGAC Remount Quote 1400- Motor Vehicles (PDF)

CURRENT YEAR FINANCIAL IMPACT:
6750-1252-58001-8715 Budget: $126,787.00  Actual: $126,787.00
Purchase orders will be issued as needed.
Budget Adjustment/Transferred Required: No

REVISION INFORMATION:
Prepared: 8/19/2019 09:54 AM by Rashmi Kulkarni
Last Updated: 9/13/2019 08:16 AM by Dean James Roggia
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, 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 Mac Haik Dodge Chrysler Jeep, on January 17, 2019, for as-needed purchases utilizing H-GAC Contract No. AM10-18 for ambulance purchases,

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

SECTION I. THAT the City Council hereby approves the expenditure with Mac Haik Dodge Chrysler Jeep, in the total estimated amount of $126,787.00 for remounting of an ambulance body on a new cab and chassis through H-GAC Contract No. AM10-18.

SECTION II. THAT funding for this expenditure is available in the Self-Insurance 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 September 19, 2019.

______________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

______________________________
Shanae Jennings
City Secretary

APPROVED AS TO FORM:

______________________________
Kuruvilla Oommen
City Attorney
CONTRACT PRICING WORKSHEET
For MOTOR VEHICLES Only

Contract No.: AM10-18
Date Prepared: 08/19/19

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both the PO and the Worksheet MUST Therefore please type or print legibly. Therefore please type or print legibly.

Buying Agency: Irving Fire Department
Contractor: Mac Haik Dodge
1400 HGAC

Contact Person: Tony Harvey
Prepared By: David Sheehy

Phone: 281-768-1881
Fax: 281-820-7435

Email: tharvey@ci.irving.tx.us
Email: dsheehy@machaikdcj.com

Product Code: AM18HE12
Description: Remount of 14' Module on RAM 4500 Diesel 4x2 Reg Cab

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: $81,500.00

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1016 General // Deliver unit from factory to destination per r</td>
<td>$2,262.00</td>
</tr>
<tr>
<td>1061 Chassis // Heat Shielding // Heat Shielding</td>
<td>$1,500.00</td>
</tr>
<tr>
<td>1080 Chassis // Suspension // LiquidSpring</td>
<td>$11,000.00</td>
</tr>
<tr>
<td>1083 Chassis // Tire Chains // Onspot Tire Chains</td>
<td>$3,350.00</td>
</tr>
<tr>
<td>1073 Chassis // Running Boards // ArcRite Running Board w</td>
<td>$1,000.00</td>
</tr>
<tr>
<td>1032 Chassis // Air Horn System // Dual 10&quot; &amp; 12&quot; Air Horns</td>
<td>$1,050.00</td>
</tr>
<tr>
<td>1257 Remount Module // Paint // Non-White Single Stage 14</td>
<td>$18,250.00</td>
</tr>
<tr>
<td>1123 Module // Conspicuity // Conspicuity on the Rear of the</td>
<td>$1,500.00</td>
</tr>
<tr>
<td>1139 Module // Exterior // Striping and lettering // Pricing //</td>
<td>$3,000.00</td>
</tr>
</tbody>
</table>

Subtotal From Additional Sheet(s): $0.00
Subtotal B: $42,912.00

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Subtotal From Additional Sheet(s): $0.00
Subtotal C: $0.00

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).
For this transaction the percentage is: 0%

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)
Quantity Ordered: 1
X Subtotal of A + B + C: $124,412.00
Subtotal D: $124,412.00

E. H-GAC Order Processing Charge (Amount Per Current Policy)
Subtotal E: $600.00

F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chassis Upgrade</td>
<td>$1,775.00</td>
</tr>
</tbody>
</table>

Subtotal F: $1,775.00

Delivery Date:

G. Total Purchase Price (D+E+F): $126,787.00
Ordinance -- Amending Ordinance No. 2019-10182 by Approving a Schedule of Classified Personnel for the Police Department

Administrative Comments

1. This item has been recommended by the Financial Services Department and Police Department.

2. Impact: The schedule of classified personnel for the Police Department is being updated to increase the number of Sergeants (+2) and Police Officers (+20) effective October 1, 2019.

3. Civil Service law requires the city to adopt a schedule of classified personnel for the Police Department by ordinance.

4. The FY 2019-20 Proposed Budget includes funding and authorization for two new Sergeant and 20 new Police Officer positions. If City Council adopts the FY 2019-20 Annual Budget as proposed, it is necessary to update the schedule of classified personnel for the Police Department, as well.

Recommendation

The ordinance be adopted.

ADDITIONAL COMMENTS:

**Contract Required**: N/A  
**Review Completed By**: Jason McClain

**Previous Action**: ORD-2019-10182  
**Council Action**: N/A

**CURRENT YEAR FINANCIAL IMPACT**:

None - Positions approved with FY 19-20 adopted budget.

**REVISION INFORMATION**:

Prepared: 8/8/2019 01:37 PM by Anita Gomez  
Last Updated: 9/10/2019 10:45 AM by Brad Kearney
ORDINANCE NO. (ID # 10420)

AN ORDINANCE AMENDING ORDINANCE NO. 2019-10182 BY APPROVING A SCHEDULE OF CLASSIFIED PERSONNEL FOR THE POLICE DEPARTMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. That Section 1 of Ordinance No. 2019-10182 is hereby amended insofar as such ordinance relates to numbers of positions in each civil service classification below the rank of Chief so that the following Schedule of Classified Personnel is hereby established for the City of Irving Police Department effective October 1, 2019, and continuing until otherwise changed:

SCHEDULE OF CLASSIFIED PERSONNEL
IRVING POLICE DEPARTMENT

<table>
<thead>
<tr>
<th>Classification</th>
<th>Number of Positions</th>
</tr>
</thead>
<tbody>
<tr>
<td>Assistant Police Chief</td>
<td>3</td>
</tr>
<tr>
<td>Deputy Police Chief</td>
<td>6</td>
</tr>
<tr>
<td>Police Lieutenant</td>
<td>17</td>
</tr>
<tr>
<td>Police Sergeant</td>
<td>46</td>
</tr>
<tr>
<td>Police Officer</td>
<td>330</td>
</tr>
</tbody>
</table>

SECTION 2. 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.

SECTION 3. That this ordinance shall become effective on October 1, 2019.
PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS, on September 19, 2019.

_____________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

_____________________________
Shanae Jennings
City Secretary

APPROVED AS TO FORM:

_____________________________
Kuruvilla Oommen
City Attorney
Ordinance -- Amending Ordinance No. 2018-10127 by Approving a Schedule of Classified Personnel for the Fire Department

Administrative Comments

1. This item has been recommended by the Financial Services Department and the Fire Department.

2. **Impact**: The schedule of classified personnel for the Fire Department is being updated to increase the number of Fire Prevention Specialists (+1).

3. Civil Service law requires the city to adopt a schedule of classified personnel for the Fire Department by ordinance.

4. The FY 2019-20 Proposed Budget includes funding and authorization for one new Fire Prevention Specialist position. If City Council adopts the FY 2019-20 Annual Budget as proposed, it is necessary to update the schedule of classified personnel for the Fire Department, as well.

Recommendation

The ordinance be adopted.

ADDITIONAL COMMENTS:

**Contract Required**: No  
**Previous Action**: Ord 2018-10127  
**Review Completed By**: Jason McClain  
**Council Action**: Amended Fire Personnel

**Discretionary Contract Disclosure Form Required**: No  
**Form 1295 Required**: No

CURRENT YEAR FINANCIAL IMPACT:

Included in FY 2019-20 Budget

REVISION INFORMATION:

Prepared: 8/8/2019 01:36 PM by Anita Gomez  
Last Updated: 9/10/2019 10:45 AM by Brad Kearney
ORDINANCE NO. (ID # 10419)

AN ORDINANCE AMENDING ORDINANCE NO. ORD-2018-10127 BY APPROVING A SCHEDULE OF CLASSIFIED PERSONNEL FOR THE FIRE DEPARTMENT; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. That Section 1 of Ordinance No. ORD-2018-10127 is hereby amended insofar as such ordinance relates to numbers of positions in each civil service classification below the rank of Chief so that the following Schedule of Classified Personnel is hereby established for the City of Irving Fire Department effective October 1, 2019, continuing until otherwise changed:

SCHEDULE OF CLASSIFIED PERSONNEL

IRVING FIRE DEPARTMENT

<table>
<thead>
<tr>
<th>Classification</th>
<th>Number of Positions</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title</td>
<td>Authorized</td>
</tr>
</tbody>
</table>

*Emergency Activities Class*

- Assistant Fire Chief 3
- Fire Battalion Chief 8
- Fire Captain 41
- Fire Lieutenant 29
- Fire Equipment Operator 123
- Firefighter 146

*Fire Prevention Class*

- Fire Marshal 1
- Assistant Fire Marshal 1
- Fire Prevention Lieutenant 3
- Fire Prevention Specialist 14

SECTION 2. 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.

SECTION 3. That this ordinance shall become effective on October 1, 2019.
PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS, on September 19, 2019.

_____________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

_____________________________
Shanae Jennings
City Secretary

APPROVED AS TO FORM:

_____________________________
Kuruvilla Oommen
City Attorney
Ordinance -- An Ordinance Abandoning, Closing, and Vacating Ceylon Drive, a Road Right-Of-Way Located at 2800 Valley View Lane in the City of Irving, Being Lot 1 and 2 of Block "A" in the Mustang Crossings Business Park Addition, Containing 0.3684 Acres

Administrative Comments
1. This item has been recommended by the Capital Improvement Program Department.

2. Impact: Ceylon Drive is a platted but unconstructed road right-of-way, originally designed to be the main ingress and egress of a proposed subdivision development. However, the current land owner, Rochelle Valley Property Development, LLC, has elected to sell this unimproved parcel and is now seeking City approval to abandon the platted road right-of-way in efforts to make the parcel more marketable to potential buyers.

3. This item will be presented to the Transportation and Natural Resource committee on September 18, 2019.

4. Traffic and Transportation Department has approved the abandonment of this road right-of-way.

Recommendation
The ordinance be adopted.

ADDITIONAL COMMENTS:

<table>
<thead>
<tr>
<th>Contract Required:</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Review Completed By:</td>
<td>Dean Roggia</td>
</tr>
<tr>
<td>Previous Action:</td>
<td>N/A</td>
</tr>
<tr>
<td>Council Action:</td>
<td>N/A</td>
</tr>
</tbody>
</table>

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

ATTACHMENTS:
- Exhibit A Ceylon Drive (PDF)
- Affidavit Ceylon Drive (DOCX)

CURRENT YEAR FINANCIAL IMPACT:
NONE

REVISION INFORMATION:
Prepared: 8/16/2019 04:05 PM by Mildred Christy Brown
Last Updated: 9/13/2019 11:45 AM by Dean James Roggia
ORDINANCE NO. (ID # 10438)

AN ORDINANCE ABANDONING, CLOSING, AND VACATING CEYLON DRIVE, A ROAD RIGHT-OF-WAY LOCATED ON LOTS 1 AND 2, BLOCK A OF THE MUSTANG CROSSINGS BUSINESS PARK ADDITION, AT 2800 VALLEY VIEW LANE, IN THE CITY OF IRVING, DALLAS COUNTY, TEXAS; AND PROVIDING FOR A SEVERABILITY CLAUSE.

WHEREAS, the owners of 2800 Valley View Lane have requested that the road right-of-way, located on Lots 1 and 2, Block A of the Mustang Crossings Business Park Addition in the City of Irving, Dallas County, Texas, be abandoned, closed, and vacated as shown and more particularly described in Exhibit A, which is attached to and made a part of this ordinance; and

WHEREAS, the road right-of-way described herein is not being used and is not now needed for road right-of-way or street purposes and will not be needed in the future for such purposes;

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

SECTION 1. That the road right-of-way known as Ceylon Drive platted on Lots 1 and 2, Block A of the Mustang Crossings Addition in the City of Irving, Dallas County, Texas, as shown and more particularly described in Exhibit A is hereby abandoned, closed, and vacated for road right-of-way or street purposes, insofar as all public road or street use, rights, title and interest in and to the described road right-of-way is concerned; SAVE AND EXCEPT, this action shall not affect the public use, rights, title and interest to future road right-of-ways or utility easements on the tract currently under review via plat, if any, and does not affect any public utility or franchise utility easements currently existing on the property or shown on Exhibit A.

SECTION 2. 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.

______________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

______________________________
Shanae Jennings
City Secretary

APPROVED AS TO FORM:

______________________________
Kuruvilla Oommen
City Attorney
EXHIBIT "A"

DESCRIPTION

BEING a 0.3684 acre tract or parcel of land being known as Ceylon Drive, as shown on the plat of MUSTANG CROSSINGS BUSINESS PARK, an Addition to the City of Irving, Dallas County, Texas according to the plat thereof recorded in County Clerk’s Instrument Number 201800307435, Official Public Records, Dallas County, Texas (O.P.R.D.C.T.) and being more particularly described by metes and bounds as follows:

BEGINNING at a point at the intersection of the north right-of-way line of said Ceylon Drive (a 50-foot wide right-of-way at this point per County Clerk’s Instrument Number 201800307435, O.P.R.D.C.T.) with the west right-of-way line of State Highway 161 (a variable-width right-of-way); from which a found Texas Department of Transportation monument (hereinafter referred to as a TXDOT monument) bears North 06 degrees 30 minutes 55 seconds East, 9.99 feet;

THENCE South 06 degrees 30 minutes 55 seconds West, along said west right-of-way line, a distance of 58.44 feet to a point at the intersection of the south right-of-way line of said Ceylon Drive with said west right-of-way line of State Highway 161; said point also being the northeast corner of Lot 2 of said MUSTANG CROSSINGS BUSINESS PARK; said point also being located North 06 degrees 30 minutes 55 seconds East, a distance of 446.36 feet from a TXDOT monument;

THENCE North 76 degrees 25 minutes 11 seconds West, along the south right-of-way line of said Ceylon Drive and the north line of said Lot 2, a distance of 159.46 feet to a point for the beginning of a curve to the right having a radius of 55.00 feet and a chord bearing North 49 degrees 47 minutes 27 seconds East, 88.75 feet;

THENCE Northerly and Easterly, continuing along said right-of-way line and the north line of said Lot 2 and along the most northerly south line of Lot 1 of said MUSTANG CROSSINGS BUSINESS PARK, through a central angle of 252 degrees 25 minutes 18 seconds, an arc distance of 242.31 feet to a point for the end of said curve to the right and the beginning of a curve to the left having a radius of 19.50 feet and a chord bearing South 40 degrees 12 minutes 32 seconds East, 23.04 feet;

THENCE Southeasterly, continuing along said right-of-way line and said south line of Lot 1, through a central angle of 72 degrees 25 minutes 17 seconds, an arc distance of 24.65 feet to a point for the end of said curve;

THENCE South 76 degrees 25 minutes 11 seconds East, continuing along said right-of-way line and said lot line, a distance of 81.25 feet to the Point of Beginning and containing 0.3684 acres (16,049 square feet) of land.

BASIS OF BEARING is the plat of MUSTANG CROSSINGS BUSINESS PARK, recorded in County Clerk’s Instrument Number 201800307435, O.P.R.D.C.T., based upon found monumentation.
CITY OF IRVING
PROPERTY ABANDONMENT ORDINANCE AFFIDAVIT

STATE OF TEXAS §
COUNTY OF DALLAS §

THIS abandonment does NOT necessarily vest any interests to the parties listed below. The Applicants are listed as Grantee for public filing purposes only.

Type of Interest Abandoned: (1) Road Right-of-Way

Legal description of property or easement abandoned: Attached: Exhibit A

Grantor: CITY OF IRVING
Ordinance No.: 2019-
Date Approved by Council: 5 September 2019
Grantee: (Applicants for Abandonment - List Adjoining Property Owner/Owners.):

Attn: Segu Dawood Jameel
Rochelle Valley Development, LLC.
2819 Borama Drive
Irving, Texas 75062

NOTE: A full copy of this ordinance is kept on file at the City Secretary's Office of the City of Irving located at 825 W. Irving Boulevard, Irving, Texas 75060.

ATTEST THAT THIS ORDINANCE HAS BEEN OFFICIALLY PASSED BY THE CITY COUNCIL OF THE CITY OF IRVING.

CITY SECRETARY, CITY OF IRVING

This instrument was acknowledged before me on ___________________, 2019, by ____________________, as City Secretary or designated agent of the City Secretary, of the City of Irving, Texas, a homerule municipal corporation.

__________________________
Notary Public
My Commission Expires: ___________
Ordinance -- Second and Final Reading - Approving a Negotiated Settlement Between the Atmos Cities Steering Committee and Atmos Energy Corp., Mid-Tex Division, Regarding the Company’s 2019 Rate Review Mechanism Filing

Administrative Comments

1. This item has been recommended by the City Manager’s Office and the City Attorney’s Office.

2. **Impact:** The purpose of this ordinance is to approve the Settlement Agreement and the resulting rate change under the RRM tariff.

3. The City of Irving, along with other cities served by Atmos Energy Corp., Mid-Tex Division, is a member of the Atmos Cities Steering Committee (“ACSC”). The Rate Review Mechanism (RRM) Tariff was originally adopted by ACSC member cities in 2007 as an alternative to the Gas Reliability Infrastructure Program (“GRIP”), a statutory provision that allows Atmos to bypass the City’s regulatory authority to increase its annual rates to recover capital investments. The RRM Tariff was last modified in 2018.

4. The 2019 RRM filing is the seventh RRM filing under the renewed RRM Tariff. On April 1, 2019, Atmos made a filing requesting $70 million additional revenues on a system-wide basis. After applying existing standards in the overall tariff, the request was reduced to $54 million.

5. If the Company had used the GRIP process rather than the RRM process, it would have received a $52.3 million increase, or about $16.9 million more than will be approved by the proposed Ordinance. ACSC and the Company have reached an agreement, reflected in the proposed Ordinance, to reduce the Company’s request by $5.3 million. The proposed Ordinance approving the new rates reflects an increase of $48.7 million on a system-wide basis, or $35.4 million for Mid-Tex Cities, when the City of Dallas is excluded.

6. The monthly residential charge will be $19.55 (current charge is $18.85). The monthly bill impact for the typical residential customer consuming 45 Ccf (one hundred cubic feet) will be an increase of $2.05, or about 3.7%. The typical commercial customer will see an increase of $6.18, or 2.31%.

7. The ACSC Executive Committee and its designated legal counsel and consultants recommend that all Cities adopt the proposed Ordinance with its attachments approving the negotiated rate settlement resolving the 2019 RRM filing, and implementing the rate change.

**Recommendation**

The Ordinance be approved.

**ADDITIONAL COMMENTS:**
Contract Required: No
Previous Action: N/A

Review Completed By: Kuruvilla Oommen
Council Action: N/A

CURRENT YEAR FINANCIAL IMPACT:
NONE

REVISION INFORMATION:
Prepared: 8/12/2019 12:30 PM by Jon Weist
Last Updated: 9/13/2019 09:05 AM by Jennifer Phillips
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS, APPROVING A NEGOTIATED SETTLEMENT BETWEEN THE ATMOS CITIES STEERING COMMITTEE (“ACSC”) AND ATMOS ENERGY CORP., MID-TEX DIVISION REGARDING THE COMPANY’S 2019 RATE REVIEW MECHANISM FILING; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT; FINDING THE RATES TO BE SET BY THE ATTACHED SETTLEMENT TARIFFS TO BE JUST AND REASONABLE AND IN THE PUBLIC INTEREST; APPROVING AN ATTACHED EXHIBIT ESTABLISHING A BENCHMARK FOR PENSIONS AND RETIREE MEDICAL BENEFITS; APPROVING AN ATTACHED EXHIBIT REGARDING AMORTIZATION OF REGULATORY LIABILITY; REQUIRING THE COMPANY TO REIMBURSE ACSC’S REASONABLE RATEMAKING EXPENSES; DETERMINING THAT THIS ORDINANCE WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; ADOPTING A SAVINGS CLAUSE; DECLARING AN EFFECTIVE DATE; AND REQUIRING DELIVERY OF THIS ORDINANCE TO THE COMPANY AND THE ACSC’S LEGAL COUNSEL

WHEREAS, the City of Irving, Texas (“City”) is a gas utility customer of Atmos Energy Corp., Mid-Tex Division (“Atmos Mid-Tex” or “Company”), and a regulatory authority with an interest in the rates and charges of Atmos Mid-Tex; and

WHEREAS, the City is a member of the Atmos Cities Steering Committee (“ACSC”), a coalition of similarly-situated cities served by Atmos Mid-Tex (“ACSC Cities”) that have joined together to facilitate the review of, and response to, natural gas issues affecting rates charged in the Atmos Mid-Tex service area; and

WHEREAS, ACSC and the Company worked collaboratively to develop a new Rate Review Mechanism (“RRM”) tariff that allows for an expedited rate review process by ACSC Cities as a substitute to the Gas Reliability Infrastructure Program (“GRIP”) process instituted by the Legislature, and that will establish rates for the ACSC Cities based on the system-wide cost of serving the Atmos Mid-Tex Division; and

WHEREAS, the current RRM tariff was adopted by the City in a rate ordinance in 2018; and

WHEREAS, on about April 1, 2019, Atmos Mid-Tex filed its 2019 RRM rate request with ACSC Cities based on a test year ending December 31, 2018; and

WHEREAS, ACSC coordinated its review of the Atmos Mid-Tex 2019 RRM filing through its Executive Committee, assisted by ACSC’s attorneys and consultants, to resolve issues identified in the Company’s RRM filing; and

WHEREAS, the Executive Committee, as well as ACSC’s counsel and consultants, recommend that ACSC Cities approve an increase in base rates for Atmos Mid-Tex of $35.4 million applicable to ACSC Cities; and
WHEREAS, the attached tariffs (Exhibit A) implementing new rates are consistent with the recommendation of the ACSC Executive Committee, are agreed to by the Company, and are just, reasonable, and in the public interest; and

WHEREAS, the settlement agreement sets a new benchmark for pensions and retiree medical benefits (Exhibit B) in Atmos Mid-Tex’s next RRM filing; and

WHEREAS, the settlement agreement establishes an amortization schedule for regulatory liability (Exhibit C); and

WHEREAS, the RRM Tariff contemplates reimbursement of ACSC’s reasonable expenses associated with RRM applications;

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

SECTION 1. That the findings set forth in this Ordinance are hereby in all things approved.

SECTION 2. That, without prejudice to future litigation of any issue identified by ACSC, the City Council finds that the settled amount of an increase in revenues of $35.4 million for ACSC Cities represents a comprehensive settlement of gas utility rate issues affecting the rates, operations, and services offered by Atmos Mid-Tex within the municipal limits arising from Atmos Mid-Tex’s 2019 RRM filing, is in the public interest, and is consistent with the City’s authority under Section 103.001 of the Texas Utilities Code.

SECTION 3. That the existing rates for natural gas service provided by Atmos Mid-Tex are unreasonable. The new tariffs attached hereto and incorporated herein as Exhibit A, are just and reasonable, and are designed to allow Atmos Mid-Tex to recover annually an additional $35.4 million from customers in ACSC Cities, over the amount allowed under currently approved rates. Such tariffs are hereby adopted.

SECTION 4. That the ratemaking treatment for pensions and retiree medical benefits in Atmos Mid-Tex’s next RRM filing shall be as set forth on Exhibit B, attached hereto and incorporated herein.

SECTION 5. That amortization of regulatory liability shall be consistent with the schedule found in attached Exhibit C attached hereto and incorporated herein.

SECTION 6. That Atmos Mid-Tex shall reimburse the reasonable ratemaking expenses of the ACSC in processing the Company’s 2019 RRM filing.

SECTION 7. That to the extent any resolution or ordinance previously adopted by the Council is inconsistent with this Ordinance, it is hereby repealed.

SECTION 8. That the meeting at which this Ordinance was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

SECTION 9. That if any one or more sections or clauses of this Ordinance is adjudged to be unconstitutional or invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this Ordinance, and the remaining provisions of the Ordinance shall be interpreted as if the offending section or clause never existed.
SECTION 10. That consistent with the City Ordinance that established the RRM process, this Ordinance shall become effective from and after its passage with rates authorized by attached tariffs to be effective for bills rendered on or after October 1, 2019.

SECTION 11. That a copy of this Ordinance shall be sent to Atmos Mid-Tex, care of Chris Felan, Vice President of Rates and Regulatory Affairs Mid-Tex Division, Atmos Energy Corporation, 5420 LJB Freeway, Suite 1862, Dallas, Texas 75240, and to Geoffrey Gay, General Counsel to ACSC, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701.

PASSED AND APPROVED UPON FIRST READING BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS, on September 5, 2019.

_________________________________________________________________
RICHARD H. STOPFER
MAYOR

PASSED AND APPROVED UPON SECOND AND FINAL READING BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS, on September 19, 2019.

_________________________________________________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

__________________________
Shanae Jennings
City Secretary

APPROVED AS TO FORM:

__________________________
Kuruvilla Oommen
City Attorney
Ordinance -- Second and Final Reading - Amending Chapter 52 Entitled "Water and Sewer Rates" of the Code of Civil and Criminal Ordinances of the City of Irving, Texas, Providing for New Monthly Sewer Rates

Administrative Comments
1. This item has been recommended by the Water Utilities Department.
2. **Impact:** A 2.6% combined water and sewer rate increase will help provide funding to cover increases to pass-through costs for wastewater treatment and water supply while also providing additional revenues to fund capital projects with cash to reduce the bond sale and future debt.
3. **This item was presented at the Budget Retreat on August 21, 2019.**
4. The proposed 2.6% increase is slightly less than the 2.7% increase in the five-year rate plan approved by the City Council on September 3, 2015. A multi-year rate plan was required to build the debt coverage ratio up to the level expected by bond rating agencies for an “AA” rating.
5. The need for the proposed rate increase is primarily driven by increasing pass-through cost for contracted services. Irving contracts with the Trinity River Authority (TRA) for sewage treatment and this pass-through cost is expected to increase $1.0 million in FY 2019-20. Pass-through costs from the City of Dallas for water treatment also increased.
6. The rate adjustment is projected to increase revenues to approximately $111.6 million. The proposed budget is also $111.6 million and it includes a Capital Improvement Program (CIP) of $30,255,000.00. The CIP is projected to be funded with $13,355,000.00 in cash and $16,900,000.00 in bonds.
7. The monthly bill for a residential customer with 3,000 gallons of water usage and 2,000 gallons of wastewater would increase $0.39 under the proposed rates. The monthly bill for a residential customer with 10,000 gallons of water usage and 8,000 gallons of wastewater would increase $1.65 under the proposed rates.

Recommendation
The ordinance be adopted.

ADDITIONAL COMMENTS:

<table>
<thead>
<tr>
<th>Contract Required</th>
<th>Review Completed By</th>
</tr>
</thead>
<tbody>
<tr>
<td>No</td>
<td>Zach Noblitt</td>
</tr>
</tbody>
</table>

Previous Action: First Reading 9/5/2019
Council Action: Approved

CURRENT YEAR FINANCIAL IMPACT:
None

REVISION INFORMATION:
ORDINANCE NO. ORD-2019-10242

AN ORDINANCE AMENDING CHAPTER 52 ENTITLED “WATER AND SEWER RATES” OF THE CODE OF CIVIL AND CRIMINAL ORDINANCES OF THE CITY OF IRVING, TEXAS, PROVIDING FOR NEW MONTHLY SEWER RATES; PROVIDING AN EFFECTIVE DATE; AND PROVIDING A SEVERABILITY CLAUSE.

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

SECTION 1. That Section 52-3 of Chapter 52 of The Code of Civil and Criminal Ordinances of the City of Irving, Texas, is hereby amended to read as follows:

Sec. 52-3. Monthly sewer rates.

The following monthly rates are hereby established and shall be collected for sewerage services furnished by the City of Irving:

(1) Residential and apartment user charge

Monthly service charge ................................................. $ 7.18
Over 2,000 gallons, per 1,000 gallons .................................. 3.86

In addition to the monthly service charge per meter, a master-metered residential service location shall pay an amount equal to one (1) minimum monthly service charge for sewer service for each dwelling unit.

New residential customer:
The maximum bill shall not exceed $35.00 per month for single-family residential service locations until a three-month average has been established as described in section 52-5.

(2) Commercial user charge

Monthly service charge ................................................. $36.49
Over 10,000 gallons, per 1,000 gallons .................................. 4.18

Industrial and large industrial user charge

Monthly service charge ................................................. $54.74
Over 15,000 gallons, per 1,000 gallons .................................. 4.18

1Sewer charges for each year shall be computed on the basis of the average monthly metered water consumption for January, February, and March of each year as reflected in the bills received by customers for the months of February, March, and April. Reading dates for these periods being approximately January 16 through April 15 varying year to year as actual water billing cycles occur.
The new consumption average shall become effective as to bills mailed after April 30 of each year.
The water utilities director or designee has the authority to make adjustments to customer's water and sewer bills based upon an examination of facts.
The user charge includes a percentage allocated to sewer treatment by the Trinity River Authority.

Sewer user charge rates computed on the basis of monthly metered water sale.

The user charge includes a percentage allocated to sewer treatment by the Trinity River Authority.

SECTION 2. That the new rates established by this ordinance shall take effect on October 1, 2019, however, prior rates shall be effective for service to said date.

SECTION 3. 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 BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS, on first reading on September 5, 2019.

________________________________
RICHARD H. STOPFER
MAYOR

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS, on second and final reading on September 19, 2019.

________________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

____________________________
Shanae Jennings
City Secretary

APPROVED AS TO FORM:

____________________________
Kuruvilla Oommen
City Attorney
Resolution -- Adopting Planning and Zoning Fee Schedule

Administrative Comments

1. This item is recommended by the Planning and Community Development Department.

2. Impact: Fee increases will cover the cost of providing services as defined on the fee schedule. Additional fees are necessary to accommodate the increased staff activity in response to changes in state law which impose significant restrictions and additional requirements on plat review and processing.

3. Planning and Zoning fees have not been increased since October 1, 2011 and do not reflect the increasing costs to process zoning and platting cases.

4. Fees are proposed to be increased approximately 20-25% but remain around 75% of median as compared to multiple cities in the Dallas-Fort Worth area. Some fees are not increasing since they are already at or above median. This will allow for smaller incremental fee increases in the future to reach median.

5. New fees are being added to cover the time and materials for items that cannot be covered by the application fee such as postponements, excessive or replacement notification signs, re-notification, and increased plat reporting, agenda posting, and coordination to comply with the changes in state law.

Recommendation

The resolution be approved.

ADDITIONAL COMMENTS:

ATTACHMENTS:

2019-20 fee schedule FINAL (PDF)

CURRENT YEAR FINANCIAL IMPACT:

N/A

REVISION INFORMATION:

Prepared: 8/5/2019 10:31 AM by Kenneth Bloom
Last Updated: 9/12/2019 11:12 AM by Carolyn Matthis
CITY OF IRVING

COUNCIL RESOLUTION NO. (ID # 10396)

WHEREAS, The City of Irving Land Development Code requires the payment of application fees to help defray the cost of reviewing, processing, and if necessary, publication and mailing of notices required by Part II. Zoning Ordinance No. 1144, Part IV. Subdivisions, and applicable state laws;

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

SECTION I. THAT the City Council hereby adopts the attached Planning and Zoning Schedule of Fees for all applications made to the Planning and Community Development Department.

SECTION II. THAT this resolution shall take effect from and after October 1, 2019, and it is accordingly so ordered.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS, on September 19, 2019.

__________________________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

_______________________________
Shanae Jennings
City Secretary

APPROVED AS TO FORM:

_______________________________
Kuruvilla Oommen
City Attorney
City of Irving Development Applications Fee Schedule  
Effective October 1, 2019

**Zoning**

Comprehensive Future Land Use Plan Amendment  
$ 150

Zoning Change (without a site plan)

<table>
<thead>
<tr>
<th>Area</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 to 1.99 acres</td>
<td>$ 625</td>
</tr>
<tr>
<td>2.00 to 4.99 acres</td>
<td>$ 750</td>
</tr>
<tr>
<td>5.00 to 29.99 acres</td>
<td>$ 1,000</td>
</tr>
<tr>
<td>30.00 to 99.99 acres</td>
<td>$ 1,400</td>
</tr>
<tr>
<td>100.00 acres or more</td>
<td>$ 2,450</td>
</tr>
</tbody>
</table>

Zoning Change Detailed Site Plan (S-P-1), Site Plan for Restaurant with Alcoholic Beverage Sales (R-AB) and TOD Detail Plan

<table>
<thead>
<tr>
<th>Area</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 to 1.99 acres</td>
<td>$ 750</td>
</tr>
<tr>
<td>2.00 to 4.99 acres</td>
<td>$ 1,000</td>
</tr>
<tr>
<td>5.00 to 29.99 acres</td>
<td>$ 2,000</td>
</tr>
<tr>
<td>100.00 acres or more</td>
<td>$ 3,600</td>
</tr>
</tbody>
</table>

Zoning Change Generalized Site Plan (S-P-2), PUD Development Plan, or TOD General Plan

<table>
<thead>
<tr>
<th>Area</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 to 1.99 acres</td>
<td>$ 625</td>
</tr>
<tr>
<td>2.00 to 4.99 acres</td>
<td>$ 875</td>
</tr>
<tr>
<td>5.00 to 29.99 acres</td>
<td>$ 1,050</td>
</tr>
<tr>
<td>100.00 acres or more</td>
<td>$ 3,300</td>
</tr>
</tbody>
</table>

Zoning Signs  
All zoning case fees include maximum 3 signs  
Additional zoning case signs as required or replacement  
$ 15

Hearing Postponement, as requested by the applicant  
$ 200
Renotification fee  
$ 50
Multifamily Concept Plan  
$ 500+ $1 per dwelling unit
Administrative Amendment - S-P Site Plan  
$ 50
Zoning Verification Letter  
$ 50

**Platting**  
Base Fee includes one revision

<table>
<thead>
<tr>
<th>Type</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minor Plat</td>
<td>$ 500</td>
</tr>
<tr>
<td>Preliminary Plat</td>
<td>$ 600 + $5 per acre or portion of an acre</td>
</tr>
</tbody>
</table>

Revised October 1, 2019
Final Plat or Replat
$600 + $5 per lot

Preliminary/Final Plat (combined when one unit plat)
$600 + $5 per acre or portion of an acre + $5 per lot

Amending Plat
$400

Additional Revisions, over one
$50

Plat Disapproval Reprocessing (per LGC Sect. 212.0095)
$200

Applicant Extension Request (per LGC Sect. 212.009 (b-2))
$200

Residential Replat Notification
$50

Other
Landscape Standards Appeal—heard by Planning and Zoning Commission
Residential, Individual Lots
$400
Nonresidential, Multifamily, and Single Family Residential Subdivision
$600

Special Fence Project Plan—heard by Planning and Zoning Commission and City Council
Residential, Individual Lots
$400
Nonresidential, Multifamily, and Single Family Residential Subdivision
$600

Appeal of P&Z Action—Plat Action or Landscape Standards Appeal
$400

Street Name Change—heard by City Council
$125

New street signs after name change, per blade
$155

Zoning Board of Adjustment
Residential, Individual Lots
$300
Nonresidential, Multifamily, and Single Family Residential Subdivision Development—First variance
$500
Addl. Variance, each (not applicable to individual residential lots)
$100
Additional fee for variance after improvements under construction or completed, per variance
$100
Appeal
$400

Refunds for Submitted Applications
Before staff review
100%
After Technical Review and Comment
50%
After Public Notice (items are placed on the agenda after public notice is sent)
0%

TABC Permit Issuance Fee
1/2 TABC Fee

Large Scale Copies or Prints, each
Black and White
$15
Color
$20
AGENDA ITEM SUMMARY

Meeting: 9/19/2019
Document ID: 10503
Recommending Department: Code Enforcement
LSR No:

Ordinance -- Amending Section 8-26 of Chapter 8 Entitled “Building and Property Maintenance Standards Code” of the Code of Civil and Criminal Ordinances of the City of Irving, Texas, by Providing for Regulations Governing Outside Storage and Parking of Vehicles; and Amending Comprehensive Zoning Ordinance No. 1144 of the City of Irving, Texas by Repealing Section 52-56 “Outside Storage”

Administrative Comments

1. This item has been recommended by the Code Enforcement. This item supports Strategic Goal No. 4.3 – Improve community appearance and protect neighborhood integrity.

2. **Impact:** The adoption of this ordinance is expected to improve neighborhood conditions and reduce parking congestion.

3. The proposed amendments are consistent with those regulations requested by members of the Planning & Development Committee.

4. The requested amendment repeals section 52-56 Outside Storage provisions from Land Development Code 1144 to Chapter 8 of the Irving Building and Property Maintenance Code.

5. The repeal of section 52-56 of the Land Development Code was considered by the Planning & Zoning Commission on September 3, 2019. They recommended approval by a vote of 7-0.

6. The proposed changes are supported by the Planning & Development Committee.

**Recommendation**

The ordinance be adopted.

**ADDITIONAL COMMENTS:**

<table>
<thead>
<tr>
<th>Contract Required</th>
<th>Review Completed By</th>
</tr>
</thead>
<tbody>
<tr>
<td>No</td>
<td>Carolyn Matthis</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Previous Action</th>
<th>Council Action</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td>Yes</td>
</tr>
</tbody>
</table>

**CURRENT YEAR FINANCIAL IMPACT:**

NONE

**REVISION INFORMATION:**

Prepared: 9/9/2019 12:26 PM by Donna Floyd
Last Updated: 9/11/2019 11:17 AM by Jennifer Phillips
AN ORDINANCE AMENDING SECTION 8-26 OF CHAPTER 8 ENTITLED “BUILDING AND PROPERTY MAINTENANCE STANDARDS CODE” OF THE CODE OF CIVIL AND CRIMINAL ORDINANCES OF THE CITY OF IRVING, TEXAS, BY PROVIDING FOR REGULATIONS GOVERNING OUTSIDE STORAGE AND PARKING OF VEHICLES; AMENDING COMPREHENSIVE ZONING ORDINANCE NO. 1144 OF THE CITY OF IRVING, TEXAS BY REPEALING SECTION 52-56 “OUTSIDE STORAGE”; PROVIDING A SAVINGS CLAUSE AND A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, after notice and public hearing the Planning and Zoning Commission considered the zoning amendment and made its final report on September 3, 2019; and

WHEREAS, after notice and public hearing, and upon consideration of the recommendation of the Commission and of all testimony and information submitted during the public hearing, the City Council has determined that it is in the best interest of the public and in support of the health, safety, morals, and general welfare of the citizens that the zoning ordinance be amended; and

WHEREAS, the City Council as a home-rule municipality has the authority to enact ordinances that protect health, life and property of the municipality and its residents pursuant to Chapter 54 of the Texas Local Government Code; and

WHEREAS, the City Council has determined that amending Section 8-26 of the Code of Civil and Criminal Ordinances of the City of Irving will protect health, life and property of the City of Irving and its residents.

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

SECTION 1. That Section 8-26 “All structures and premises” of Chapter 8 of The Code of Civil and Criminal Ordinances of the City of Irving, Texas, is hereby amended by amending paragraph (a) to read as follows:

Sec. 8-26. - All structures and premises.

(a) Exterior grounds and premises. The owner, occupant, and manager shall maintain all exterior grounds and premises in a clean, safe, and sanitary condition, including, but not limited to, as follows:

1. Maintain parking lots, fire lanes, driveways, sidewalks, porches, patios, and other paved areas free from deterioration, holes, excavations, sharp protrusions, or any other object or condition which may cause injury to a person;
2. Provide and maintain legible parking and fire lane markings;
3. Maintain vehicular and pedestrian control devices in good condition;
4. Cover and maintain all exposed ground with pavement, stone screenings, other solid or semi-pervious material, or vegetative growth that is capable of eliminating soil erosion and dust, and that is free of holes and depressions that may injure a person or property;
5. Maintain wells, cesspools, and cisterns securely covered or closed;

-1-
6. Remove trees and tree limbs that are reasonably capable of damaging a structure, or that are reasonably capable of causing injury to a person, or which are within fourteen (14) feet of a fire lane measured vertically from the surface of the fire lane to the lowest point of the tree limb or branch;

7. Maintain fences, gates, and screening walls in good condition;

8. Maintain all exterior property and premises free from rubbish or garbage except as contained in covered, leakproof containers; shall provide containers of adequate size and number and shall be serviced with adequate regularity to prevent an overflow; and shall remove excess rubbish and garbage or items too large for the provided containers;

9. Maintain all exterior grounds free of illegal outside storage, including but not limited to:
   a. Merchandise for sale;
   b. Building materials, unless those materials are associated with construction or demolition covered by a current valid building or demolition permit;
   c. Trash, garbage, or other refuse that is: 1) not awaiting pickup by the city or other sanitation service; 2) in a container or bag as approved by the city; 3) in an approved or customary location for city or other sanitation service pickup; and 4) placed outside no longer than twenty-four (24) hours before the scheduled pickup unless in an approved dumpster or unless the trash consists of only lawn and/or landscape clippings.
   d. Inventory or supplies for a business;
   e. In any district zoned and used for residential purposes as a principal use, the parking of any commercial vehicle or conveyance from the following list:
      i. Vehicle of three (3) axles or more;
      ii. Bus;
      iii. Truck tractor;
      iv. Commercial vehicle of rated capacity in excess of one and one-half (1½) tons according to the manufacturer's classification;
      v. Cargo van or bobtail truck;
      vi. Tow truck; or
      vii. Two (2) or more boats or jet skis;
   f. Parking on any unimproved surface unless a person is actively washing the vehicle, boat, or trailer during the entire time of such parking;
   g. Any camper top, motor home, RV trailer, pop up camper;
   h. In a district zoned and used for not more than one (1) residential unit per lot or tract as a principal use, the parking of more than two (2) vehicles per bedroom on the lot or tract;
   i. Any vehicle which is:
      i. Inoperative and lacking valid registration and inspection sticker; and
      ii. Either:
         1. Showing external damage to the body or frame; or
         2. Partially and visibly dismantled.
   j. Motor vehicle parts and accessories including, but not limited to, engine, transmission, electrical, suspension parts, as well as tires, hubcaps, and other motor vehicle parts;
   k. Chemicals;
l. Furniture (including landscape structures-gazebos and arbors), yard swings, waterscape, art form, barbecue grills, outdoor equipment, and children's playground equipment and toys that is deteriorated or is not designed and made for outdoor use;
m. Appliances not designed for outdoor use;
n. Tools, mobile or mechanical equipment not connected to the principal use;
o. Boxes.

10. Affirmative Defenses. The following are affirmative defenses to prosecution under subsection (a)(9):
   a. That the outside storage is a principal or accessory use specifically allowed by that property’s zoning;
   b. That a person is actively using a parked commercial vehicle to load, unload, move, or deliver furniture or other household goods to or from the residence at which it is parked for no more than seventy-two (72) consecutive hours;
   c. That the outside storage is occurring during a garage sale in compliance with all other provisions of this Code;
   d. That the outside storage is of a type not specifically enumerated in subsection (a), and that the outside storage is:
      i. No greater than reasonably necessary to the lawful use of the property;
      ii. Of an object or type that is of a minor nature; and
      iii. Of a type which is traditionally or commonly associated with the principal use of the property.

SECTION 2. That Comprehensive Zoning Ordinance No. 1144 of the City of Irving, Texas is hereby amended by repealing Section 52-56 in its entirety and said section is reserved for future use.

SECTION 3. That nothing in this ordinance shall be construed to affect any suit or proceeding pending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or prior ordinance; nor shall any legal right or remedy of any character be lost, impaired, or affected by this ordinance.

SECTION 4. 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 shall be declared to be invalid, the same shall not affect the validity of any other section, subsection, sentence, clause, or phrase of this ordinance.

SECTION 5. That this ordinance shall become effective immediately.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS, on September 19, 2019.

________________________________
RICHARD H. STOPFER
MAYOR

ATTEST:
Shanae Jennings
City Secretary

APPROVED AS TO FORM:

Kuruvilla Oommen
City Attorney
Ordinance -- Development Plan DVP19-0002 - Consider Amending Planned Unit Development No. 6 (PUD 6) to Add an Additional 445 Residential Units in Tract E, and Consider Approving a Development Plan for Approximately 345 Multifamily Units and 100 Single Family Units in Tract E - Approximately 32.8 Acres Located on the Southeast Corner of Texas Plaza and Tom Braniff - Two's a Crowd Investment, LLC, Owner - CSE, Applicant

Administrative Comments

1. The Planning and Zoning Commission Hearing Date and Recommendation: August 19, 2019 – Favorable 6-3 (Commissioners Taylor, Hoedebeck and Zeske, nay).

2. The 2017 Imagine Irving Comprehensive Plan Future Land Use Map recommends Urban District uses for this property. The Urban District land use category is described as “Highest intensity areas of Irving containing a variety of uses in multi-story buildings with pedestrian design streets and buildings with high quality design and materials, and reduced parking”. The net units per acre is recommended to be sixty (60) or more. The proposed zoning change is in conformance with the Comprehensive Plan.

3. The request is for a PUD Amendment and a Development Plan to allow the property to be developed with an additional 445 residential unit mix of multifamily and single family uses.

PUD Amendment

4. In November 2015, the City Council approved Planned Unit Development 6 (PUD 6) for the approximately 1000-acre area around the intersections of SH-114, SH-183 and Loop 12. The PUD was divided into 8 Tracts, each with its own character and density requirements. In consultation with the property owners, Tract E was designated for Mixed Use Village uses, which included a mixture of traditional single family homes on 6,000 + sq. ft. lots, cottage homes on 3,000 + sq. ft. lots, townhouses and mixed use residential. Tract E could include up to 436 total residential units (single family and multifamily), along with 438,000 square feet of neighborhood-serving services, retail uses, and a hospital or medical campus. Tract E was identified as the primary location for traditional neighborhood supporting retail, grocery, pharmacy, restaurant, office and similar personal service uses for the surrounding area since the tracts to the east were envisioned for higher-density, mixed use developments.

5. In May 2016, the City Council approved a development plan for a 20.85-acre tract for 95 single family “cottage homes” with four open space lots. In October 2018, the Planning and Zoning Commission approved a development plan and multifamily concept plan for a 10.33-acre tract for 282 multifamily units to the north of this site. Fifty-nine (59) of the originally approved 436 residential units currently remain available.

6. Approval of this amendment would add an additional 445 residential units to
**Tract E.** If the corresponding development plan is approved, 59 residential units would still remain available for possible future development in the remainder of Tract E.

**Development Plan**

7. **The proposed development plan would allow this 32.8-acre property within Tract E to be developed with 345 multifamily units and 100 single family units.**

8. The 19.75-acre single family portion would be developed as R-6 (Single Family) with the following exceptions:

<table>
<thead>
<tr>
<th>Standard</th>
<th>Required</th>
<th>Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minimum Lot Size</td>
<td>6,000 square feet</td>
<td>4,950 square feet</td>
</tr>
<tr>
<td>Minimum Front Yard Setback</td>
<td>25 feet</td>
<td>20 feet</td>
</tr>
<tr>
<td>Minimum Rear Yard Setback</td>
<td>20 feet</td>
<td>15 feet</td>
</tr>
<tr>
<td>Minimum Side Yard For Corner Lots</td>
<td>20 feet</td>
<td>15 feet</td>
</tr>
<tr>
<td>Minimum Lot Width</td>
<td>50 feet</td>
<td>45 feet</td>
</tr>
<tr>
<td>Minimum Lot Width For Corner Lots</td>
<td>75 feet</td>
<td>55 feet</td>
</tr>
<tr>
<td>Maximum Lot Coverage (principal building)</td>
<td>40%</td>
<td>55%</td>
</tr>
<tr>
<td>Maximum Height Per Structure</td>
<td>2 stories or 25 feet</td>
<td>35 feet</td>
</tr>
</tbody>
</table>

9. The 13.04 acres proposed for multifamily will require approval of a multifamily concept plan and would be developed with the following exceptions:

<table>
<thead>
<tr>
<th>Standard</th>
<th>Required</th>
<th>Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Front Setback (Texas Drive)</td>
<td>35 feet</td>
<td>20 feet</td>
</tr>
<tr>
<td>Parking Setback</td>
<td>30 feet (SH 183 and SH N. Loop 12)</td>
<td>“May be allowed in front of minimum setback lines”.</td>
</tr>
<tr>
<td>Density</td>
<td>18 units/acre</td>
<td>26.46 units/acre</td>
</tr>
<tr>
<td>Parking Lot Landscaping</td>
<td>A minimum of fifty (50) percent of the total required trees shall be within the interior of the parking lot, and not distributed around the perimeter of the parking lot.</td>
<td>Landscape parking islands not required along Loop 12 or SH 183</td>
</tr>
</tbody>
</table>

10. Currently there has been no development of neighborhood service, retail or medical type uses to support the new residential uses in this area. A letter has been submitted detailing the applicant’s reasons why adding additional residential units to Tract E would be beneficial in this portion of PUD 6. This letter is included in the Council’s packet.

11. In 2015, staff worked with the property owners and the general public to develop a cohesive plan for PUD 6, including for Tract E specifically. During that time, numerous opportunities were presented for the property owners to request or discuss the residential/nonresidential mix in the area, along with the proposed density. Staff does not believe it is appropriate to deviate from the plan for PUD 6.
so soon after its adoption, especially given the extensive opportunities for public input; therefore, staff cannot support any additional units beyond the 59 remaining units for Tract E. In addition, during the final deliberations regarding the adoption of the 2017 Imagine Irving Comprehensive Plan, the City Council had multiple discussions about appropriate locations for future multifamily development, and at no time was the addition of more multifamily units in the PUD 6 area considered. Finally, the applicant is requesting several variances from both the single family and the multifamily portions of the development. Since the applicant chose not to submit a Multifamily Concept Plan application concurrent with this request for evaluation by the staff, Commission and Council, staff cannot support the variances requested to the multifamily standards. Accordingly, staff cannot support this request.

12. A total of 14 public notices were mailed. Staff has not received any responses in support and 2 letters and a petition with 39 signatures in opposition to this request. The opposition represents 0.36% of the land within 200 feet of the subject property. Since this is less than 20%, a ¾-vote is not required for approval.

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

**Recommendation**
The ordinance be denied.

**ADDITIONAL COMMENTS:**

<table>
<thead>
<tr>
<th>Contract Required:</th>
<th>N/A</th>
<th>Review Completed By:</th>
<th>N/A</th>
</tr>
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<tbody>
<tr>
<td>Previous Action:</td>
<td>N/A</td>
<td>Council Action:</td>
<td>N/A</td>
</tr>
</tbody>
</table>

**ATTACHMENTS:**

- Exhibit A: Legal Description (PDF)
- August 19, 2019 Planning and Zoning Meeting Minutes (PDF)
- Vicinity Map (PDF)
- Surrounding Zoning Map (PDF)
- Property Owner Notification Map (400 ft) and List (PDF)
- Development Plan (PDF)
- Concept Plan (PDF)
- Applicant’s Letter of Justification (PDF)
- Letters In Opposition (PDF)
- Petition in Opposition (PDF)
- Protest Analysis Map (PDF)

**CURRENT YEAR FINANCIAL IMPACT:**

NONE

**REVISION INFORMATION:**

Prepared: 8/6/2019 10:31 AM by Christina Del Campo
ORDINANCE NO. (ID # 10405)

DEVELOPMENT PLAN CASE NO. DVP19-0002
ZONING CLASSIFICATION - PUD

AN ORDINANCE APPROVING AN AMENDMENT TO PLANNED UNIT DEVELOPMENT NO. 6 (PUD 6) ON A TRACT OF LAND DESCRIBED AS: A TRACT OF LAND OUT OF THE CHARLES BAKER SURVEY, ABSTRACT 107, PAGE 756 AND 757, TRACT 4, AND LOCATED ON APPROXIMATELY 32.8 ACRES LOCATED SOUTH OF TEXAS PLAZA DRIVE AND EAST OF TOM BRANIFF DRIVE, MORE FULLY AND COMPLETELY DESCRIBED IN EXHIBIT A ATTACHED HERETO; APPROVING DEVELOPMENT PLAN DVP19-0002, PUD 6, ALLOWING ON SUCH TRACT 445 ADDITIONAL RESIDENTIAL UNITS IN A PUD PLANNED UNIT DEVELOPMENT DISTRICT USE UNDER ORDINANCE NO. 1144, AS AMENDED, ACCORDING TO THE DEVELOPMENT 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, 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 the changes to PUD 6 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 transportation, water, sewer, 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, at a public hearing called at a regular session of the City Council of the City of Irving, Texas, did consider the following factors in making a determination as to whether the development plan should be granted or denied; effect on the congestion of the streets; the fire hazards, panics, floods, and other dangers possibly present in the securing of safety from same; the effect on the promotion of health and the general welfare; effect on adequate 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, does find that there is a need for reallocating uses within the PUD 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 change; and

WHEREAS, the City Council of the City of Irving, Texas, does find that the approval of the development plan 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 improvements;

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

SECTION 1. That the property described in the attached Exhibit A which is presently zoned PUD Planned Unit Development District Use under Ordinance No. 1144, shall allow 445 additional residential units in accordance with the attached development plan and 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 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 development plan attached hereto and made a part hereof for all purposes.

(2) That a true and correct copy of the development and concept plans attached hereto shall be retained by the Department of Planning and Community Development of the City of Irving.

(3) Approval of a multifamily concept plan prior to granting a building permit for any multifamily development within the property described in the attached Exhibit A.

(4) That all means of ingress and egress shall be approved by the Department of Public Works of the City of Irving.

(5) 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. 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 3. 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 4. 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 5. 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 6. 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 September 19, 2019.

______________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

______________________________
Shanae Jennings
City Secretary

APPROVED AS TO FORM:

______________________________
Kuruvilla Oommen
City Attorney

-3-
Exhibit A: Legal Description
Case No. DVP19-0002
Page 1 of 2

BEING a 32.803 acre tract of land situated in the Charles Baker Survey, Abstract No. 107, City of Irving, Dallas County, Texas, and being a portion of a tract of land described in a Deed to 183 Land Corporation, recorded in Volume 93069, Page 3960, Official Public Records Dallas County, Texas, (OPRDCT), and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod found for corner at the north corner of said 183 Land Corporation tract, said point being at the west end of a corner clip, said point also being in the southwest line of Tom Braniff Drive a variable width right of way;

THENCE along said corner clip and the north line of said 183 Land Corporation tract, SOUTH 86°12'40" EAST a distance of 28.28 feet to a 5/8 inch iron rod set for corner at the east end of said corner clip, said point being in the south line of Texas Plaza Drive a 85 feet in width right of way;

THENCE continuing along the common line of said Texas Plaza Drive and said 183 Land Corporation tract SOUTH 41°12'38" EAST a distance of 384.85 feet to a 1/2 iron rod found for corner at the beginning of a curve to the left having a radius of 402.50 feet and a chord bearing of SOUTH 65°27'35" EAST;

THENCE continuing along the common line of said Texas Plaza Drive and along said curve to the left through a central angle of 48°29'50" for an arc length of 340.69 feet to a 5/8 inch iron rod set for corner at the end of said curve to the left;

THENCE continuing along the common line of said Texas Plaza Drive and the north line of said 183 Land Corporation tract, SOUTH 89°42'30" EAST a distance of 189.49 feet to a 5/8 inch iron rod set for corner at the north end of a corner clip, said point being the beginning of a State of Texas Control of Access Line and at the northwest corner of a tract described in Deed to the State of Texas as Parcel 26 Part 1, recorded under CC#201000210334, (OPRDCT);

THENCE continuing along said north line of said State of Texas tract and said Control of Access Line, SOUTH 39°53'59" EAST a distance of 56.63 feet to 5/8 inch iron rod set for corner in the west line of Loop 12 (Walton Walker Boulevard N) a variable width right of way;

THENCE continuing along the common line of said Loop 12 and said State of Texas Control of Access Line, SOUTH 05°49'15" WEST a distance of 126.84 feet to a 5/8 inch iron rod set at the end of said Control of Access Line, said point being at the beginning of a curve to the left having a radius of 5746.58, and a chord bearing of SOUTH 04°10'01" WEST;

THENCE continuing along the common line of Loop 12 and said curve to the left through a central angle of 03°18'27" for an arc length of 331.73 feet to a 5/8 inch iron rod set for corner at the end of said curve;

THENCE continuing along the common line of said Loop 12 and said State of Texas tract, SOUTH 23°45'58" WEST a distance of 120.00 feet to a 5/8 inch iron rod set for corner at the beginning of a State of Texas Control of Access Line;

THENCE continuing along the common line of said Loop 12 and said State of Texas Control of Access Line, SOUTH 36°46'00" WEST a distance of 120.00 feet to a 5/8 inch iron rod set for corner;

THENCE continuing along the common line of said Loop 12 and said State of Texas Control of Access Line, SOUTH 54°15'48" WEST a distance of 120.00 feet to a 5/8 inch iron rod set for corner in the South line of said 183 Land Corporation tract and in the North line of State Highway No. 183 a variable width right of way;

THENCE continuing along the common line of said State Highway No. 183 and said 183 Land Corporation tract, and said Texas Control of Access Line, SOUTH 62°29'37" WEST a distance of 264.67 feet to a 5/8 inch iron rod set for corner at the East corner of a tract described in a Deed to the State of Texas as Parcel 26 Part 2, recorded in CC#201000210334 (OPRDCT);

THENCE continuing along the north line of said State Highway No. 183 and said Texas Control Access Line, SOUTH 75°13'42" WEST a distance of 16.38 feet to a 5/8 inch iron rod set for corner at the east corner of a tract described in a Deed to the State of Texas as Parcel 104 Part 2, recorded in CC#201500311773 (OPRDCT);

THENCE continuing along the north line of said State Highway No. 183, SOUTH 89°25'58" WEST passing the end of said State of Texas Control Access Line at a distance of 48.75 feet and continuing for a total distance of 132.72 feet to a 5/8 inch
iron rod set for corner at the northwest corner of said State of Texas;

THENCE continuing along the north line of said State Highway No. 183 and along the North line of said State of Texas tract, SOUTH 00°34'31" EAST a distance of 32.30 feet to a 5/8 inch iron rod set for corner at the beginning of a State of Texas Control of Access Line, said point being at the northeast corner of a tract of land described in in a Deed to the State of Texas as Parcel 104 Part 1, recorded in CC#201500311773, (OPRDCT);

THENCE continuing along the north line of said State Highway No. 183 and along the State of Texas Control of Access Line, SOUTH 89°25'58" WEST a distance of 130.03 feet to a 5/8 inch iron rod set for corner at the northwest corner of said State of Texas;

THENCE continuing along the north line of said State Highway No. 183 and along said State of Texas Control of Access Line, SOUTH 00°41'50" EAST a distance of 2.00 feet to a 5/8 inch iron rod set for corner at the southwest corner of said State of Texas, said point being in the north line of a tract described in a Deed to the State of Texas as Parcel 26 Part 3, recorded in CC#201000210334, (OPRDCT);

THENCE continuing along the north line of said State Highway No. 183 and along said State of Texas Control of Access Line, SOUTH 89°25'58" WEST passing the end of said State of Texas Control of Access Line at a distance of 168.38 feet and continuing another 135.00 feet passing the beginning of a State of Texas Control of Access Line and continuing for total distance of 563.38 feet to a 5/8 inch iron rod set for corner;

THENCE continuing along the north line of said State Highway No. 183 and along said State of Texas Control of Access Line, NORTH 52°45'57" WEST a distance of 40.95 feet to a 5/8 inch iron rod set for corner;

THENCE continuing along the north line of said State Highway No. 183 and along said State of Texas Control of Access Line, NORTH 15°43'11" WEST a distance of 22.51 feet to a 5/8 inch iron rod set for corner at the end of said State of Texas Control of Access Line;

THENCE continuing along the north line of said State Highway No. 183 and along the North line of said State of Texas tract, SOUTH 88°38'33" WEST a distance of 7.01 feet to a 5/8 inch iron rod set for corner in the east line of Tom Braniff Drive a variable width right of way and the west line of said 183 Land Corporation tract;

THENCE continuing along the common line of said Tom Braniff Drive and 183 Land Corporation tract, NORTH 15°42'40" WEST a distance of 281.62 feet to a 5/8 inch iron rod set for corner at the beginning of a curve to the right having a radius of 651.50 and a chord bearing of NORTH 16°32'20" EAST;

THENCE continuing along the common line of said Tom Braniff Drive and said curve through a central angle of 64°30'01" for an arc length of 733.42 to a 1/2 inch iron rod found for corner at the end of said curve;

THENCE continuing along the common line of Tom Braniff Drive and said 183 Land Corporation tract, NORTH 48°47'20" EAST a distance of 593.65 feet to the POINT OF BEGINNING; CONTAINING 32.803 acres or 1,428.891 square feet of land more or less all according to that survey prepared by A.J. Bedford Group, Inc.
Individual Consideration


**REQUEST** Approval of an amendment to PUD (Planned Unit Development) #6 to add 445 additional residential units in Tract E of PUD 6, and Development Plan #DVP19-0002 (PUD 6, Tract E) for R-MF-2 (Multi-Family) and R-6 (Single Family) uses. This property is located on approximately 32.8 acres.

- This case is scheduled for the Thursday, September 19, 2019 City Council Public Hearing

Chairwoman Taylor read the item into the record. She then called on the applicant.

Bobby Stewart, 1311 Travis Circle North, applicant’s representative, gave an overview of the proposed request, adding that part of this property is the former stadium’s parking lot, and that the site could not be developed with retail due to its density. He stated that a retail development needs access, visibility and rooftops, and that this site has limited access by TxDOT. He stated that their request is the approval of a second phase of what has been previously approved. He stated that if the residential development is approved; retail could come this way down the road.

Chairwoman Taylor called for individuals wishing to speak in favor of this item.

Janet Linn, 1940 Rayburn Court, stated that she was in favor of more single family homes in this area. She asked the applicant how many single family homes were proposed. Mr. Stewart responded that they are proposing 100 homes. Ms. Linn then stated that she is in favor of single family homes as Irving has enough apartments already.

There was no one else to speak in favor to this item. Chairwoman Taylor then called for individuals wishing to speak in opposition.

Julie Hillman, 2622 Amistad Drive, stated that she’s not completely opposed to this development, but would like to see more single family homes instead of apartments. She echoed Ms. Linn’s comment about Irving having too many apartments already. She stated that Irving has a lot of old homes and is in need of newer homes. She requested the Commission to consider approving the entire parcel for single family development.

There was no one else to speak in opposition to this item. Chairwoman Taylor then called on Mr. Stewart for a rebuttal period.

Mr. Stewart responded that unfortunately for the land owner and price perspective, single family development on the entire parcel would not work. He stated that they thought they were creating a buffer to the single family homes by developing the multifamily section against the freeway. He also stated that multifamily is not what it used to be, and that this project will be high-end multifamily development, very similar to a townhome development.
Discussion was closed to the floor and returned to the Commission for their consideration and a motion. Commissioner McPhail stated that he was very happy to see a high quality development brought before the Commission. He stated that the proposed homes will be affordable, giving credit to the neighborhoods of Irving.

Commissioner Burns stated that as a real estate broker and developer, the development of single family homes on the entire site, would be very hard due to the noise factor. He stated that the proposed apartments would be a good buffer for the single family homes, adding that Meritage homes has been a good developer in the area. He then asked Mr. Stewart if this would be a gated community and if he knows who the home builder will be.

Mr. Steward stated that the current developer is Grand Homes, and that currently they are looking to build an 8-ft masonry wall but have not determined if the development will be gated.

Commissioner Burns stated that he feels the ingress/egress points of this development needs to be gated to give security to the residents.

Mr. Stewart asked Mr. Reed if those points of access are gated, would they need to have private streets?

Steve Reed, Planning and Community Development Director responded that Mr. Stewart is correct, the streets need to be private as public streets cannot be enclosed.

Commissioner Burns stated the Commission will move forward with the land use request, but recommended that all the comments mentioned before as this project moves forward be addressed.

Commissioner Richards stated his support to this request. He stated that he doesn’t believe it is the developer’s responsibility to bring retail to the site.

Commissioner Cronenwett, stated that the single family development is essential to support the retail needed around this area. He also stated that the location for the multifamily will help as a buffer to the single family. He then stated that this is a positive development for Irving.

Commissioner Spurlock stated that Irving is growing rapidly. He then stated his support to this item.

Commissioner Patel asked Mr. Stewart if there were any restrictions on the single family and multifamily project that didn’t allow them to meet all the requirements, including density. Mr. Stewart responded that they tried to mirror the Meritage Homes project as close as they could, but had to request a few variances on both projects.

Secretary Zeske referred his comment to Ms. Hillman. He stated that the commission does not have authority to vote on something that is not presented to them, therefore, they cannot vote on the entire site being residential zoning.

Chairwoman Taylor stated that her concern with this development is that in 2015 staff and City Council spent quite some time to come up with a 20-year plan that would envision the City’s development, and feels that the plan has to be followed through. She stated that if the Commission allows for residential now, down the road no other uses will be allowed, so she would like the Commission to consider looking
into the whole plan before making a decision. She stated that she is comfortable with density and multifamily uses as proposed.

Commissioner McPhail moved to forward item #DVP19-0002 PUD Amendment and Development Plan to the City Council with a recommendation of approval. Commissioners Spurlock and Richards seconded the motion.

Chairwoman Taylor recognized the motion on the floor. There was no discussion of the motion. The motion carried 6-3

**Ayes:** Michael McPhail, Jack Spurlock, Bruce Burns, Jamie Patel, Mark Cronenwett, Ernest Richards

**Nay:** Lorraine Taylor, Charlie Hoedebeck, Mark Zeske

Discussion Time: 27 minutes
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<td>LINN RICHARD &amp; JANET FAMILY</td>
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To: Ken Bloom/Sheba Ward

From: Bobby Stewart

Date: August 13, 2019

RE: PUD 6—Tract E—PUD Amendment Application—Case Number DVP19-0002

Ken & Sheba,

Attached find our revised PUD Amendment and Development Plan application based on staff comments.

Tract E within PUD 6 was originally planned for 436 residential units and 438,000 SF of neighborhood services. With two developments started in Tract E, we are almost out of residential units. 86 units remain available in Tract E. Thus, the request to amend the PUD to allow 445 more residential units in Tract E for the following reasons.

1. This area is somewhat secluded behind 3 major freeways with limited access and visibility—not great for retail. The site favors residential as a most likely highest and best use.
2. The proposed use is compatible with the existing residential in Tract E.
3. There will be limited demand for services in this area for the above reason and the lack of residential (people) in the immediate area. 438,000 SF of services is believed to be way too much. Especially if you look at the other tracts in PUD 6 and their proposed use for non-residential—approximately 9 million SF.
4. Adding residential to tract E will support future development of the Texas Stadium and Central Freight tracts—being the more strategic tracts within PUD 6 where greater densities and non-residential is planned.
5. Large developments, like the plans for PUD 6 take years to complete and fully develop—much like the Las Colinas Urban Center. The Urban Center has taken 40 years to get where we are today—even with subsidies. The Urban Center currently has approximately 6.4 million SF of office and 460,000 SF of retail. There is approximately 25—30% vacancy within the retail. Approximately 93 acres remain undeveloped in the Urban Center.
6. Due to the lease with TXDOT, the strategic PUD 6 tracts will not be ready to development for several years. Getting further development on Tract E will help future development in PUD 6 by adding people to the neighborhood.
7. The existing residential development in Tract E is doing very well which a good indication of residential market demand in the area.
8. The MF component will provide more affordable rental rates than those in the Urban Center.
9. Retail/Neighborhood services are close by in the Tom Thumb center at MacArthur & Northgate—approximately 3 miles away.
10. Residential in the area will help support subsidized projects in the Urban Center—Music Factory & Water Street—approximately 3.5 miles away.
11. The residential can/could also support the University of Dallas—students and teachers.
12. The development will be a vast improvement to the tract which is now an old parking lot for Texas Stadium.
13. Added tax value in the area will help the City. The two new projects will add approximately $1.4 million annually in taxes to the City and Irving ISD.
14. The new developments will bring landscape buffers, streetscapes and connectivity to the area and existing residential.
15. In my view, if we hold off for non-residential uses within the remaining acres in Tract E, it will be many years before development will occur.
16. There is limited access off Loop 12 and SH 183 by TXDOT which would be a negative for commercial, retail or hospital uses.

Thanks very much for your consideration. Please don't hesitate to contact me should you have any questions.

Sincerely,

Bobby Stewart
To Whom it May Concern,

We have just moved to Irving from Michigan and we are enjoying living in the Enclave at Northgate. We recently heard that there is a possibility of more apartments to be built in the empty land across from our neighborhood. We would like to humbly request that you reconsider this zoning approval as we believe there is a much greater need for the stability of single family homes and the continuity of Irving residents. Single family homes attract residents who are more loyal and invested in Irving.

Please consider not approving more apartments for this land. Thank you.

Sincerely,

Jennifer Sherman

2014 Tawakoni
Irving, TX
August 18, 2019

To the Members of the City of Irving Planning and Zoning Commission:

I am writing as a property owner in the single-family residential development, Enclave at Northgate. This group of homes is now established as a family-oriented neighborhood. We see our development as just the beginning of an area where families can grow and thrive.

We are deeply concerned that yet another parcel of land directly across from our neighborhood’s main entrance is being considered for apartments. More apartments adjacent to our neighborhood would have the effect of isolating our small single-family neighborhood. It would preclude the expansion of single-family residences in our area.

I ask you to recommend against this application for apartments in order to preserve the opportunity for extending single-family zoning to this parcel of land in the future.

Thank you for your consideration.

Respectfully submitted,

Gloria A. Lopez

Gloria Amparo Lopez
2000 Livingston Road
Irving, Texas 75062
To,

The City Council,

City of Irving.

Subject: **Petition for not allowing any Apartment construction @ Texas Plaza and Tom Brannif Dr, Irving, TX 75062**

We the residents of new Sub Division ‘Enclave at Northgate’ (@ Northgate & Tom Brannif Dr, Irving, TX 75062), request the city council of Irving not to allow any further apartment construction on the southern side of our Neighborhood. Instead construction of single family homes may be allowed.

- There is already one huge apartment complex (Jefferson Texas Plaza) is approved and construction is ongoing close to the site.
- Las Colinas and surrounding area is very clean and having nice scenic beauty.
- More number of Apartments will make the nice area cluttered and overcrowd.
- We want our city to remain beautiful.

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Ordinance -- Zoning Change #ZC19-0044 - Considering a Zoning Change from R-6 (Single Family) District to S-P-2 (Generalized Site Plan) District for R-6 (Single Family) District Uses - Approximately 0.21 Acres Located at 3002 Altman Drive - Raul Cerda, Applicant/Owner

Administrative Comments

1. The Planning and Zoning Commission Hearing Date and Recommendation: September 3, 2019 – Favorable 5-2 (Commissioners Burns and Spurlock, nay; Commissioners Cronenwett and Richards, absent).

2. The applicant is requesting to rezone the property to construct a carport within the front and side yard setbacks.

3. The 2017 Imagine Irving Comprehensive Plan Future Land Use Map recommends Residential Neighborhood uses for this property. The Residential Neighborhood land use category is 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.

4. The applicant wishes to construct a 23.6-ft. X 22-ft. wide carport that is 10 feet from the front property line and 3-feet from the side property line.

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<tr>
<td>Side Setback</td>
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5. While there are other carports in the general area, there are none adjacent to this property. Encroachment of a carport into the front setback is not consistent with the other nearby houses.

6. A total of 35 public notices were mailed. Staff has received five (5) responses in support and none in opposition to this request.

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

Recommendation

The ordinance be denied.

ADDITIONAL COMMENTS:

Contract Required: N/A
Previous Action: N/A
Review Completed By: N/A
Council Action: N/A
ATTACHMENTS:

- Exhibit A: Legal Description  (PDF)
- September 3, 2019 Planning and Zoning Meeting Minutes  (PDF)
- Vicinity Map  (PDF)
- Surrounding Zoning Map  (PDF)
- Property Owner Notification Map and List  (PDF)
- Site Plan  (PDF)
- Public Comment Forms In Support  (PDF)

CURRENT YEAR FINANCIAL IMPACT:

NONE

REVISION INFORMATION:

Prepared: 8/26/2019 12:34 PM by Christina Del Campo
Last Updated: 9/13/2019 10:35 AM by Kenneth Bloom
ORDINANCE NO. (ID # 10468)

ZONING CASE NO. ZC19-0044
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 RIDGECREST 8 ADDITION, AND LOCATED AT 3002 ALTMAN 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 Residential 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 September 19, 2019.

________________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

_______________________________
Shanae Jennings
City Secretary

APPROVED AS TO FORM:

_______________________________
Kuruvilla Oommen
City Attorney
ZC19-0044

Exhibit A: LEGAL DESCRIPTION

BEING all of Lot 8, Block 17, Ridgecrest 8 Addition
12. **Zoning Case #ZC19-0044** – Raul Cerda, owner/applicant. 3002 Altman Drive. Approximately 0.21 acres. Zip Code: 75062

FROM R-6 (Single Family) District

TO S-P-2 (Generalized Site Plan) for R-6 (Single Family) District uses to construct a carport within the front and side yard setbacks

- This case is scheduled for the Thursday, September 19, 2019 City Council Public Hearing

Chairwoman Taylor read the item into the record. She then called on the applicant.

Ray Cerda, 3002 Altman St., presented himself and gave an overview of his request in Spanish. Ms. Christina Del Campo, Administrative Assistant for the Planning and Community Development Department, presented herself as the applicant’s interpreter. Ms. Del Campo stated that the owner’s request is to build a carport to match the house and to protect his car from hail damage.

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 moved to forward Zoning Case #ZC19-0044 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 5-2.

**Ayes:** Lorraine Taylor, Charlie Hoedebeck, Mark Zeske, Michael McPhail, Jamie Patel

**Nay:** Jack Spurlock, Bruce Burns

**Absent:** Mark Cronenwett, Ernest Richards

Discussion Time: 3 minutes
City of Irving

Property Owner Notification Map
Zoning Case
No. ZC19-0044

200 Ft Notification Boundary

Property Under Consideration For Rezoning
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City of Irving

Property Owner Notification List
Zoning Case
No. ZC19-0044

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<td>JIM SCRIVNER</td>
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<td>SIMMONS RICKY B</td>
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ZONING CASE # ZC19-0044  S-P2 FOR R-6

SCALE 1-INCH =20ft.

DATE: 8-8-2019

OWNER: MARCOS ADRIAN REYES

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 except:

a) Front yard setback to be 10 feet
b) Side yard setback to be 3 feet

---

Raul Cerda
3002 Alto Drive
Irving, TX

Project: Residential Cargart
Location: Irving, TX
Date: 06-27-19
Scale: As Held
Artist: JB
PUBLIC COMMENT FORM
(Please type or use black ink)

Return to:
Planning and Community Development Department OR Planning@cityofirving.org
PO Box 152288
Irving, Texas 75015-2288

I am FOR the requested zoning as explained on the attached public notice for Zoning Case #ZC19-0044.

I am AGAINST the requested zoning as explained on the attached public notice for Zoning Case #ZC19-0044.

Date, Location & Time of:
PLANNING & ZONING COMMISSION MEETING: Tuesday, September 3, 2019, 7 p.m.
City Hall, 825 W. Irving Blvd., Irving, Texas

CITY COUNCIL MEETING: Thursday, September 19, 2019, 7 p.m.
City Hall, 825 W. Irving Blvd., Irving, Texas

Name: Cheryl White
(please print)
Address: 2111 Munst St.

Irving, TX 75062

Tax Account (DCAD) Number (if shown on enclosed map): 2701-5-9-1

Signature: Cheryl White

Date: 08-23-2019

Phone (optional): __________________________

Please provide comments explaining the reasons for your support or opposition:

Since living in the neighborhood, they have tried to improve their home and yard always making it very appealing. They care about their home and the neighborhood. _______________________________
PUBLIC COMMENT FORM
(Please type or use black ink)

Return to:
Planning and Community Development Department OR Planning@cityofirving.org
PO Box 152288
Irving, Texas 75015-2288

☐ I am FOR the requested zoning as explained on the attached public notice for Zoning Case #ZC19-0044.
☐ I am AGAINST the requested zoning as explained on the attached public notice for Zoning Case #ZC19-0044.

Date, Location & Time of:
PLANNING & ZONING COMMISSION MEETING: Tuesday, September 3, 2019, 7 p.m.
City Hall, 825 W. Irving Blvd., Irving, Texas

CITY COUNCIL MEETING: Thursday, September 19, 2019, 7 p.m.
City Hall, 825 W. Irving Blvd., Irving, Texas

Name: VIRGINIA LEACH
(please print)
Address: 2910 ALTMAN DR.

IRVING, TEXAS 75062
Tax Account (DCAD) Number (if shown on enclosed map): 3002
Signature: [Signature]
Date: August 23, 2019
Phone (optional): __________________________

Please provide comments explaining the reasons for your support or opposition:

____________________________________________________________________________________

____________________________________________________________________________________

____________________________________________________________________________________

____________________________________________________________________________________

____________________________________________________________________________________

SW
PUBLIC COMMENT FORM
(Please type or use black ink)

Return to:
Planning and Community Development Department OR Planning@cityofirving.org
PO Box 152288
Irving, Texas 75015-2288

☑️ I am FOR the requested zoning as explained on the attached public notice for Zoning Case #ZC19-0044.

☐ I am AGAINST the requested zoning as explained on the attached public notice for Zoning Case #ZC19-0044.

Date, Location & Time of:

PLANNING & ZONING COMMISSION MEETING: Tuesday, September 3, 2019, 7 p.m.
City Hall, 825 W. Irving Blvd., Irving, Texas

CITY COUNCIL MEETING: Thursday, September 19, 2019, 7 p.m.
City Hall, 825 W. Irving Blvd., Irving, Texas

Name: Mark Franco
(please print)

Address: 2114 Wilcrest St.
Irving, TX 75062

Tax Account (DCAD) Number (if shown on enclosed map): 2114

Signature: [Signature]

Date: 8/27/19

Phone (optional): __________________________

Please provide comments explaining the reasons for your support or opposition:

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

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________________________________________________________________________

SW
PUBLIC COMMENT FORM
(Please type or use black ink)

Return to:
Planning and Community Development Department OR Planning@cityofirving.org
PO Box 152288
Irving, Texas 75015-2288

✓ I am FOR the requested zoning as explained on the attached public notice for Zoning Case #ZC19-0044.

☐ I am AGAINST the requested zoning as explained on the attached public notice for Zoning Case #ZC19-0044.

Date, Location & Time of:

PLANNING & ZONING COMMISSION MEETING: Tuesday, September 3, 2019, 7 p.m.
City Hall, 825 W. Irving Blvd., Irving, Texas

CITY COUNCIL MEETING: Thursday, September 19, 2019, 7 p.m.
City Hall, 825 W. Irving Blvd., Irving, Texas

Name: Jerry Grantham
(address print)

Address: 3015 Altman Dr.
Irving, TX 75062

Tax Account (DCAD) Number (if shown on enclosed map):

Signature: Jerry Grantham

Date: 8-24-2019

Phone (optional): 972-252-4762

Please provide comments explaining the reasons for your support or opposition:

I see no reason why he should not be able to put up a building. You should be able to keep your car covered.

____________________________
SW
PUBLIC COMMENT FORM
(Please type or use black ink)

Return to:
Planning and Community Development Department OR Planning@cityofirving.org
PO Box 152288
Irving, Texas 75015-2288

I am FOR the requested zoning as explained on the attached public notice for Zoning Case #ZC19-0044.

I am AGAINST the requested zoning as explained on the attached public notice for Zoning Case #ZC19-0044.

Date, Location & Time of:
PLANNING & ZONING COMMISSION MEETING: Tuesday, September 3, 2019, 7 p.m.
City Hall, 825 W. Irving Blvd., Irving, Texas

CITY COUNCIL MEETING: Thursday, September 19, 2019, 7 p.m.
City Hall, 825 W. Irving Blvd., Irving, Texas

Name: BRET YOUNG
(please print)
Address: 2110 CUNNINGHAM STREET

Tax Account (DCAD) Number (if shown on enclosed map):

Signature: [Signature]

Date: 8/31/19

Phone (optional): __________

Please provide comments explaining the reasons for your support or opposition:
I SUPPORT BECAUSE I NEED A CARPORT

_________________________
Ordinance -- Zoning Case #ZC19-0049 - Considering a Zoning Change from S-P-2 (Generalized Site) District for C-C (Community Commercial) District Uses to S-P-2 (Generalized Site) District for C-C (Community Commercial) District Uses with Hotel Uses - Approximately 4.8106 Acres Located at 2350 & 2800 Valley View Lane - JDJR Engineers and Consultants, Inc., Applicant - Rochelle Valley Development, LLC, Owner

Administrative Comments


2. The 2017 Imagine Irving Comprehensive Plan Future Land Use Map recommends Commercial Corridor uses for this property. This land use category is an auto-oriented district for retail, office and commercial uses, with parking in front with buildings set back from the street and low to midrise buildings. The requested zoning is in conformance with the Comprehensive Plan.

3. The proposed new hotel provides a total of 175 rooms and approximately 2,000 square feet of meeting space. It offers a “prepared breakfast and pre-packaged food” in lieu of a full service restaurant. It will meet the requirements for lobby space, recreation space and room size.

4. Approximately 1/3 of the site (along the western side of the property) is encumbered by a 140-foot wide Oncor easement that contains power lines. A 40-foot gas easement traverses the northern portion of the site.

5. A total of 187 parking spaces are required. While 202 total parking spaces are being provided, 59 spaces are proposed to be located within the 140-foot Oncor easement that traverses the western boundary of the property. At this time, staff has not received any acknowledgement from Oncor that they will allow any parking within their easement, required or otherwise, and Oncor will not provide such acknowledgement until after construction plans are provided for the site. Since Oncor does not allow required parking in its easement, the applicant is in effect asking for only 143 spaces to be required, or a variance of approximately 24%. The site plan notes that the applicant will be providing shuttle service to and from both area airports.

6. Access to the site is proposed with two driveway openings: one from the SH 161 access road and the other from the SH 183 access road. While the access opening from the SH 183 access road has not yet been approved by TXDOT, the applicant understands two points of access will be required, and the site plan will need to be modified to accommodate this requirement prior to construction through an amended Site Plan if TxDOT approval cannot be obtained.

7. Approval of the zoning site plan does not constitute the acceptance of conditions and may need to be amended to match applicable code and engineering standards.
8. The applicant is requesting the following variances to the hotel development and landscaping and screening standards:

<table>
<thead>
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<th>Required</th>
<th>Requested Exception</th>
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<tr>
<td><strong>Sleeping Rooms</strong></td>
<td>200 Minimum</td>
</tr>
<tr>
<td><strong>Meeting Or Conference Rooms</strong></td>
<td>Combined minimum area of five thousand (5,000) square feet</td>
</tr>
<tr>
<td><strong>Restaurant</strong></td>
<td>Full-service restaurant with full kitchen, cooking and service staff on the premise and be open to the general public for breakfast and dinner (minimum) daily</td>
</tr>
<tr>
<td><strong>Parking</strong></td>
<td>187 spaces [1\ space/175 rooms = 175 \text{ spaces} ] [6/1,000 \text{ sf for meeting room} = 12 \text{ spaces} ]</td>
</tr>
<tr>
<td><strong>Landscaping and Setbacks</strong></td>
<td>30-foot parking setback and landscape buffer along SH 161 and SH 183</td>
</tr>
</tbody>
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The project as provided on the submitted site plan cannot be constructed until the below items are resolved or the project is redesigned and an amended site plan approved.

9. A landscape plan has not been provided. However, landscaping shall be provided in accordance with the City’s requirements. The applicant is requesting a reduction in the landscape buffer along the right-of-way clip at the intersection of SH 183 and SH 161 as noted in the chart. The reason for this exception is to accommodate the fire lane radius and parking spaces.

10. Staff acknowledges that the applicant has addressed many of the critical site design issues, and will continue to do so if more changes are necessary.
However, staff still cannot support this request for the following reasons:

- **Minimum number of rooms** – Staff cannot support a new dual-branded hotel that has a combined total of less than 200 rooms, per the adopted Hotel Development Standards.
- **Full service restaurant** – Staff cannot support not providing a full service restaurant.
- **Minimum meeting space** – Staff cannot support a new dual-branded hotel that has a 60% reduction in the required meeting space, per the adopted Hotel Development Standards.

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

**Recommendation:**

The ordinance be denied.

**ADDITIONAL COMMENTS:**

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**ATTACHMENTS:**

- Exhibit A: Legal Description (PDF)
- August 5, 2019 Planning and Zoning Meeting Minutes (PDF)
- Vicinity Map (PDF)
- Surrounding Zoning Map (PDF)
- Property Owner Notification Map and List (PDF)
- Site Plan (PDF)
- Floor Plan (PDF)
- Applicant Letter of Explanation (PDF)
- Public Comment Forms in Opposition (PDF)
- Protest Analysis Map (PDF)

**CURRENT YEAR FINANCIAL IMPACT:**

NONE

**REVISION INFORMATION:**

Prepared: 8/6/2019 09:32 AM by Christina Del Campo
Last Updated: 9/13/2019 10:35 AM by Carolyn Matthis
ORDINANCE NO. (ID # 10401)

ZONING CASE NO. ZC19-0049
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 MUSTANG CROSSINGS BUSINESS PARK ADDITION, AND LOCATED AT 2350 AND 2800 VALLEY VIEW LANE, 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 C-C USES UNDER ORDINANCE NO. 1144, AS AMENDED TO S-P-2 SITE PLAN DISTRICT USE FOR C-C AND HOTEL 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 C-C and Hotel 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 S-P-2 Site Plan District Use for C-C uses under Ordinance No. 1144, is changed to S-P-2 Site Plan District Use for C-C and Hotel 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 September 19, 2019.

________________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

________________________________
Shanae Jennings
City Secretary

APPROVED AS TO FORM:

________________________________
Kuruvilla Oommen
City Attorney
EXHIBIT A: LEGAL DESCRIPTION
ZONING CASE ZC19-0049
Part of Lot 5, Block A, Mustang Crossings Business Park

BEING a 4.8106 acre tract or parcel of land encompassing a portion of Lot 5, Block A, MUSTANG CROSSINGS BUSINESS PARK, an Addition to the City of Irving, Dallas County, Texas according to the plat thereof recorded in County Clerk's Instrument Number 201800307435, Official Public Records, Dallas County, Texas (O.P.R.D.C.T.), and being more particularly described by metes and bounds as follows:

COMMENCING at a point for the southwest corner of said Lot 5 located on the north right-of-way line of State Highway 183 (a variable-width right-of-way at this point);

THENCE South 89 degrees 37 minutes 29 seconds East, along the said north line of State Highway 183, a distance of 36.05 feet to the POINT OF BEGINNING;

THENCE North 14 degrees 15 minutes 42 seconds East, a distance of 656.11 feet to a point;

THENCE South 75 degrees 44 minutes 18 seconds East, crossing said Lot 5, a distance of 337.86 feet to a point on the east line of said Lot 5 located on the west right-of-way line of State Highway 161 (a variable-width right-of-way at this point);

THENCE South 09 degrees 55 minutes 58 seconds West, along the east line of said Lot 5 and said west right-of-way line, a distance of 443.21 feet to a 5/8 inch iron rod with plastic cap marked "JDJR" found for the most northerly southeast corner of said Lot 5; said iron rod also being the most northerly corner of that certain tract described in deed to the State of Texas, recorded in County Clerk's Instrument Number 201300316406, O.P.R.D.C.T.;

THENCE South 55 degrees 56 minutes 15 seconds West, along the south line of said Lot 5 and the north line of said State of Texas tract, a distance of 125.02 feet to a 5/8 inch iron rod with plastic cap marked "JDJR" found for an angle point in the south line of said Lot 5;

THENCE South 67 degrees 44 minutes 57 seconds West, continuing along the south line of said Lot 5 and the north line of said State of Texas tract, a distance of 125.00 feet to a 5/8 inch iron rod with plastic cap marked "JDJR" found on the north right-of-way line of the aforementioned State Highway 183 for the most westerly corner of said State of Texas tract;

THENCE North 89 degrees 37 minutes 29 seconds West, along the south line of said Lot 5 and said north right-of-way line, a distance of 193.36 feet to the Point of Beginning and containing 4.8106 acres (209,550 square feet) of land.

**FROM** S-P-2 (Generalized Site Plan) District for C-C (Community Commercial) uses

**TO** S-P-2 (Generalized Site Plan) District for C-C (Community Commercial) District and hotel uses

- This case is scheduled for the Thursday, September 5, 2019 City Council Public Hearing.

Chairwoman Taylor read the item into the record. She then stated that the applicant requested that this item be postponed to the August 19, 2019 meeting. The Commission then moved for a motion.

Commissioner McPhail moved to postpone Zoning Case #ZC19-0045 to the August 19, 2019 Planning and Zoning meeting. Secretary Zeske 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, Mark Zeske, Michael McPhail, Jack Spurlock, Bruce Burns, Jamie Patel, Mark Cronenwett

**Absent:** Ernest Richards

Discussion Time: 2 minutes
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<th>Label_Num</th>
<th>DCAD_ID</th>
<th>OWNER_NAME</th>
<th>OWNER_ADDRESS_LINE_1</th>
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<td>323246300A0050000</td>
<td>ROCHELLE VALLEY PRPTY DEV LLC</td>
<td>2828 GIBALTAR DR</td>
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<tr>
<td>5</td>
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<td>IRVING ISD</td>
<td>JIM SCRIVNER</td>
</tr>
</tbody>
</table>
Zoning Case 19-0049
Mustang Crossing SH161/183

The Brands
This project is a dual hotel project of two stable, popular IHG brands, Staybridge and Avid. Dual hotels on the same site are becoming increasingly attractive to the traveling public. Such arrangements provide the hotel brands with the ability to serve different types of customers on one site, and to provide different price points at on location. Most importantly, these brands provide choices for a traveling segment that is underserved in Irving. Not all travelers look for luxury hotels. Many travelers are looking for family accommodations for visiting and vacationing. Others are in the area for medical or business reasons, but are interested in hotels with moderate to upscale costs and easy access both to the airport and to area destinations.

Staybridge is a familiar upscale brand that serves a broad base of customers including extended stay customers. Staybridge has above average occupancy rates and a definable customer base which includes affluent business travelers across the various industries and services, with customer satisfaction ratings higher than most other type hotels. For two decades Staybridge has set the standard for comfort. The company has an owner certification program designed to ensure competence and customer satisfaction, and a rewards club for its frequent guests.

Avid is IHG’s newest brand and caters to a different base, including the younger traveler. It is a fresh, spare concept which is designed for the frequent but underserved traveler. This is the traveler who favors smaller rooms, and limited amenities, the traveler who is unlikely to bring his or her car and who prefers taking ride share transportation to business meetings, restaurants, entertainment, and other activities. Avid provides simple amenities along with a best-in-class sleep experience and is more economical than traditional hotels, a feature looked for in this $20 billion underserved segment of the US midmarket.

The Advantages
The travelers who frequent both brands will find an attractive list of shared amenities at this site. These include:
Hot breakfast from the onsite kitchen at no cost to guests
Evening Manager’s receptions (Monday-Wednesday)
Outdoor Pool and Patio
Fitness Center
Market Center
Grab and go items for snacks and refreshments
2,000 sf meeting space
Shuttle service.

Guests are served by easy access to the airport and to the highway systems, and a location close enough to business centers and entertainment to be accessible but away from the high-end proximity to them. **The customer bases of these hotels have been studied extensively by the industry and the company in order to provide the most customer-friendly services and atmosphere for that base.**

All rooms meet or exceed the City’s minimum requirements for room sizes, and are impeccably kept as are the grounds. There is an open lobby with a porte-cochere at the lobby’s entrance.

**The Variances**

Due to the shape of the property and certain conditions affecting it, there are several variances on the site plan. These variances have been reviewed with the staff and other parties for their practicality and their frequency in other approved projects in the City. They are similar in nature to variances granted in other projects and are managed on this site plan to enhance the project.

They are as follows:

**Number of rooms 175** - *This number, while a variance, exceeds the minimum number (150) that has been preferred as a threshold for such variances in the past.*

**Parking 0.75 spaces per room and 6 spaces per 1,000 sf meeting space** - *In actuality the site has sufficient spaces to meet City requirements, but is subject to a specific condition imposed by Oncor. That is Oncor’s requirement that no parking within their easement be counted as required parking, even though the parking itself is allowed. Oncor regularly allows paving and parking in its easements, but has a recently enacted rule that does not allow easement parking*
to be part of the required parking. Oncor has responded cooperatively with this case, as they have with others in the past, but will only provide final approval of the parking in its easement after the City has approved this zoning case. The Oncor approval will be done through a use agreement with the property owner that will provide the guarantee of parking privileges in the easement. The variance provides a total of 149 spaces outside the Oncor easement and 59 spaces within the easement, for a total parking on-site of 209. Full compliance with the City’s parking requirements would be 187 spots outside the easement. In order for the site plan to be in conformance, a variance is being requested that will allow the 143 spaces to be approved as the required parking, with the additional 59 spaces inside the easement providing the supplemental parking. Parking inside the easement would be available except in the very rare instances Oncor would need to be on it. Based on the statistical experience of the hotels given the proximity to the Airport and the Avid brand, only between 60-70% of the customers will bring a car onsite. Additionally, a shuttle service is provided by the hotels, a customary way other hotels have addressed parking variances. It should be noted in other variances, the hotel only has the reduced number of parking spaces available at any time. In this project, there will virtually always be more parking spaces available then the City requires.

Meeting space 2,000 sf-Though the square footage of meeting space is to be 5,000 sf, variances have been given for circumstances not warranting larger accommodations for meetings. Based on the hotelier’s traveler experience with these brands, 2,000 sf is the optimum amount of space expected to be utilized by the customer base.

Buffer 30’-The buffer on the public street is intended to be 30’. The buffer on this project is 30’ except in the area of an extra-wide corner clip which reduces the buffer to 20’ in that area. This project otherwise meets all landscaping requirements.

Restaurant for 2 or more meals-This restaurant is a breakfast-only restaurant with onsite snacks and drinks also available. Customer research and experience has shown the anticipated travelers for this project will utilize the restaurant for other meals infrequently, making the usefulness of additional restaurant service to be unlikely. That is true for both brands.

Conclusions
One final matter is that of the design of access, including fire. While we have worked extensively with both Oncor and TxDOT, and believe based on those discussions we have developed designs that both will approve for their needs, we will not be able to receive that
approval until the City approves our plans through this zoning case. *It is simply not their practice to do so, and they will not make exceptions.* We have completed numerous zoning cases with these conditions. We clearly understand that, should approval from Oncor and TxDOT not be received after the City’s approval has been finalized through this zoning case, and full plans also approved by the City have been provided, we will have to redesign whatever is not approved to meet both the City’s and the other entity’s acceptance before the project can be developed. There is wording on the site plan that states that.

There are a number of different segments of the traveling public, with the younger, and the more minimalist segments, increasing. There are always families traveling and people coming for medical reasons, and many of these are on travel budgets. Good hotel mix will allow all these segments to stay in Irving, enhancing our service and our revenue.

To ignore these travelers is to give their business to the surrounding cities who are anxious to build these hotels and reap the hotel occupancy taxes for themselves. Irving is the optimum location, with excellent transportation access, areas close to the airport, varied food and entertainment nearby, business centers and specialized medical centers in Irving. Given the viability of this project, and the well-managed variances, and its benefit to the traveling market as well as the City’s tax base, both property and hotel, we respectfully request recommendation for approval of this zoning case.
I am FOR the requested zoning as explained on the attached public notice for Zoning Case #ZC19-0049.

I am AGAINST the requested zoning as explained on the attached public notice for Zoning Case #ZC19-0049.

Date, Location & Time of:

**PLANNING & ZONING COMMISSION MEETING:**
Monday, August 5, 2019, 7 p.m.
City Hall, 825 W. Irving Blvd., Irving, Texas

**CITY COUNCIL MEETING:**
Thursday, September 5, 2019, 7 p.m.
City Hall, 825 W. Irving Blvd., Irving, Texas

Name: Dilip Pranav
Address: 2200 Valley View Ln.
Irving, TX 75062

Tax Account (DCAD) Number:
Signature:
Date: 8/2/19
Phone (optional): 972-814-1237

Please provide comments explaining the reasons for your support or opposition:

See attached
1. City has enough zoned land for hotel development for the project to be approved for rezoning for this location.

2. Does not meet hotel SUP guidelines as outlined in your hotel regulations, i.e. 200 rooms with 5000 sq ft of meeting space and restaurant and bar requirements.

3. Parking variances should not be approved because prior hotel projects that have applied to the City in this same neighborhood have been made to comply with parking regulations, specifically rooms are 1:1 ratio and extended stays are 1:1.5 ratio and this is not being met.
I am FOR the requested zoning as explained on the attached public notice for Zoning Case #ZC19-0049.

I am AGAINST the requested zoning as explained on the attached public notice for Zoning Case #ZC19-0049.

Date, Location & Time of:

**PLANNING & ZONING COMMISSION MEETING:**
Monday, August 5, 2019, 7 p.m.
City Hall, 825 W. Irving Blvd., Irving, Texas

**CITY COUNCIL MEETING:**
Thursday, September 5, 2019, 7 p.m.
City Hall, 825 W. Irving Blvd., Irving, Texas

Name: Navendra Pranav
Address: 2280 Valley View Ln.
City, TX 75062

Tax Account (DCAD) Number: 323131000 A01B0000

Signature: 8/2/19

Phone (optional): 972-814-1237

Please provide comments explaining the reasons for your support or opposition:

See attached
1. City has enough zoned land for hotel development for the project to be approved for rezoning for this location.
2. Does not meet hotel SUP guidelines as outlined in your hotel regulations, i.e. 200 rooms with 5000 sq ft of meeting space and restaurant and bar requirements.
3. Parking variances should not be approved because prior hotel projects that have applied to the City in this same neighborhood have been made to comply with parking regulations, specifically rooms are 1:1 ratio and extended stays are 1:1.5 ratio and this is not being met.
Ordinance -- Zoning Change #ZC19-0050 - Considering a Comprehensive Plan Amendment Changing the Recommended Land Use from "Commercial Corridor" to "Industrial", and Considering a Zoning Change from R-6 (Single Family) District to ML-20 (Light Industrial) District - Approximately 0.424 Acres Located at 2928 Proctor Street - Godwin Sanchez Construction, Applicant/Owner

Administrative Comments

1. The Planning and Zoning Commission Hearing Date and Recommendation: September 3, 2019 – Denial 4-3 (Commissioners Hoedebeck, Patel and McPhail, nay; Commissioners Cronenwett and Richards, absent).

Comprehensive Plan Amendment

2. The 2017 Imagine Irving Comprehensive Plan Future Land Use Map recommends Commercial Corridor uses for this property. The Commercial Corridor land use category is an auto-oriented district for retail, office and commercial uses with parking in front with buildings set back from the street. Low to mid-rise buildings. The proposed zoning change is not in conformance with the Comprehensive Plan. The applicant is requesting to amend the Comprehensive Plan Future Land Use Map to Industrial District land use category, which is light to heavy industrial and manufacturing uses.

Zoning Change Request

3. The owner is wishing to rezone to allow an established construction business the ability to use a moderate portion of the property for storage of equipment and supplies. The property is currently developed with a two story building being used for the construction business and the appearance of the site would not change significantly from how it appears today.

Request for Postponement

4. Subsequent to the Planning and Zoning Commission public hearing testimony from the applicant, staff inquired further into the existing and planned activities on the site. After discussion with the applicant, it was determined that the applicant was not requesting the correct zoning district for their full range of planned activities. On September 5, 2019, the applicant submitted a request for an indefinite postponement of the case. The case will be re-advertised and brought back to the Planning and Zoning Commission in a form that adequately and accurately addresses the applicant’s proposed uses for the site.

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

Recommendation

Postpone indefinitely.
ADDITIONAL COMMENTS:

<table>
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<tr>
<th>Contract Required:</th>
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<th>Review Completed By:</th>
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<td>Previous Action:</td>
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<td>Council Action:</td>
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ATTACHMENTS:

- Exhibit A: Legal Description  (PDF)
- September 3, 2019 Planning and Zoning Meeting Minutes  (PDF)
- Request for Postponement  (PDF)
- Vicinity Map  (PDF)
- Future Land Use Map  (PDF)
- Surrounding Zoning Map  (PDF)
- Public Notification Form in Opposition  (PDF)
- Additional Public Notification Form in Opposition  (PDF)
- Protest Analysis Map  (PDF)
- Property Owner Notification Map and List  (PDF)

CURRENT YEAR FINANCIAL IMPACT:

NONE

REVISION INFORMATION:

Prepared: 8/26/2019 11:28 AM by Christina Del Campo
Last Updated: 9/12/2019 03:57 PM by Kenneth Bloom
ORDINANCE NO. (ID # 10464)

ZONING CASE NO. ZC19-0050
ZONING CLASSIFICATION – ML-20
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 THE WILLIAM MOON SURVEY, ABSTRACT NO. 845, AND LOCATED ON APPROXIMATELY 0.424 ACRES AT 2928 PROCTOR 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 ML-20 LIGHT INDUSTRIAL 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 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 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 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

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 Industrial 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 Residential District Use under Ordinance No. 1144, is changed to ML-20 Light Industrial 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 2-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 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 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 August 1, 2019.

__________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

________________________________________
Shanae Jennings
City Secretary

APPROVED AS TO FORM:

________________________________________
Kuruvilla Oommen
City Attorney
EXHIBIT A: LEGAL DESCRIPTION
ZONING CASE: ZC19-0050

WHEREAS ROLANDO SANCHEZ IS THE SOLE OWNER OF A TRACT OF LAND SITUATED IN THE WILLIAM MOON SURVEY, ABSTRACT No. 845, IN THE CITY OF IRVING, DALLAS COUNTY, TEXAS AND BEING TWO TRACTS OF LAND AS DESCRIBED IN SPECIAL WARRANTY DEED WITH TRACT ONE BEING CORRECTED TO READ PROCTOR STREET INSTEAD OF GRAUWYLER ROAD AS RECORDED BY INSTRUMENT No. 200900226947, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN UNCAPPED 1/2 INCH IRON FOUND IN THE SOUTH LINE OF PROCTOR STREET (A 60' RIGHT-OF-WAY), SAID POINT ALSO BEING 60.97 FEET FROM THE NORTH EAST CORNER OF PETTY'S PLACE, AN ADDITION TO THE CITY OF IRVING AS RECORDED IN VOLUME 96119, PAGE 2220, DEED RECORDS, DALLAS COUNTY, TEXAS, ALSO MARKING THE NORTHEAST CORNER OF PART OF A TRACT OF LAND CONVEYED TO DRIVER RE IRVING, LLC AS RECORDED BY INSTRUMENT No. 20150011065, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS;

THENCE, SOUTH 89°00'00" EAST ALONG THE SOUTH LINE OF SAID PROCTOR STREET, A DISTANCE OF 90.00 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER, ALSO BEING A NORTH CORNER OF SAID DRIVER RE TRACT;

THENCE, SOUTH 01°00'00" WEST DEPARTING THE SOUTH LINE OF SAID PROCTOR STREET, ALONG THE WEST LINE OF SAID DRIVER RE TRACT, A DISTANCE OF 205.00 FEET TO A POINT FOR CORNER BEING IN THE NORTH LINE OF SAID DRIVER RE TRACT;

THENCE, NORTH 89°00'00" WEST, ALONG THE NORTH LINE OF SAID DRIVER TRACT, A DISTANCE OF 90.00 FEET TO A POINT FOR CORNER BEING IN AN EAST LINE OF SAID DRIVER RE TRACT;

THENCE, NORTH 01°00'00" EAST, ALONG AN EAST LINE OF SAID DRIVER TRACT, A DISTANCE OF 205.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 18,450 SQUARE FEET OR 0.424 ACRES OF LAND.

**Comprehensive Plan Amendment**
FROM “Commercial Corridor” TO “Industrial”

**Zoning Change**
FROM R-6 (Single Family) District
TO ML-20 (Light Industrial) District

- This case is scheduled for the Thursday, September 19, 2019 City Council Public Hearing

Chairwoman Taylor read the item into the record. She then called on the applicant.

Rolando Sanchez, applicant, gave an overview of the proposed request, adding that he would like to use the property for light industrial uses along with an office onsite.

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.

William Petty, 2816 Proctor Street, stated that he doesn’t recognize the new owner, but had noise concerns with the previous owner due to their working hours. He stated that Proctor Street used to be a very quiet Street a while back.

Craig Driver, 2832, Linden Lea, stated that he owns three sites around Mr. Sanchez’s property. He stated that he understands when someone is trying to start their business out of a residential property, but in this case, the request is not compatible with the neighborhood, as it does not meet the lot size nor setback requirements. He also stated that Mr. Sanchez is a hard working man and a good person, but he cannot support commercial traffic for a dead-end road.

There was no one else to speak in opposition to this item. Chairman Taylor then called on the applicant for a rebuttal period.

Mr. Sanchez responded that he understands there were many concerns in the past where they were working very late and making noises, but he said that he tried to resolve the issues by making changes. He stated that he is requesting this variance so that he could store pallets and work just like his neighbors whom are trying to make a living.

Discussion was closed to the floor and returned to the Commission consideration and a motion.

Commissioner Burns asked Mr. Driver if his father bought the surrounding land around Mr. Sanchez. Mr. Driver responded affirmatively, adding that most of the land to the east is in the 100 year floodplain. Commissioner Burns then asked if the property in question is in floodplain. Mr. Craig responded that it is not.

Chairwoman Taylor asked staff if there were any other commercial zoning around the subject property. Steve Reed, Planning and Community Development Director, responded that the property to the north is zoned commercial except for 2816 Red Bud, which is single family residential. He added that the
surrounding property is zoned M-FW (Freeway) Zoning; therefore, the request is consistent with the neighborhood.

Chairwoman Taylor asked the applicant that if the case were to be approved, they would provide buildings and retaining walls to help contain the noise. Mr. Sanchez responded that the house is already built of stone thus it is not necessary to build any retaining walls.

Commissioner Burns moved to forward Comprehensive Plan Amendment and Zoning Case #ZC19-0050 to the City Council with a recommendation for denial. Commissioner Spurlock seconded the motion.

Chairwoman Taylor recognized the motion on the floor. There was no discussion of the motion. The motion carried 4-3.

**Ayes:** Lorraine Taylor, Mark Zeske, Jack Spurlock, Bruce Burns

**Nay:** Charlie Hoedebeck, Michael McPhail, Jamie Patel

**Absent:** Mark Cronenwett, Ernest Richards

Discussion Time: 25 minutes
Sheba Ward / Sr. Planner  
City of Irving Planning and C. Development  
825 W. Irving Blvd. Irving TX 75060  
P: 972-721-8002  Fax 972-721-2422  
sward@cityofirving.org

September 05, 2019

To Whom it may concern:

Zoning Department:

Please accept this letter as my request of postponement of zoning on Case No. ZC19-0050

Thank you,

Rolando Sanchez  
J Godwin Construction LLC

REF 3966 L

godwinsanchez@ymail.com  
Tel. 214-356-4682  
1428 Susan Ln. Carrollton, TX 75007

Packet Pg. 567
Property Under Consideration for Comp Plan Amendment
PUBLIC COMMENT FORM
(Please type or use black ink)

Return to:
Planning and Community Development Department OR Planning@cityofirving.org
PO Box 152288
Irving, Texas 75015-2288

☐ I am FOR the requested Comprehensive Plan amendment and zoning as explained on the attached public notice for Zoning Case #ZC19-0050.
☑ I am AGAINST the requested Comprehensive Plan amendment and zoning as explained on the attached public notice for Zoning Case #ZC19-0050.

Date, Location & Time of:

PLANNING & ZONING COMMISSION MEETING: Tuesday, September 3, 2019, 7 p.m.
City Hall, 825 W. Irving Blvd., Irving, Texas

CITY COUNCIL MEETING: Thursday, September 19, 2019, 7 p.m.
City Hall, 825 W. Irving Blvd., Irving, Texas

Name: William O. Petty
(Address) 2816 Proctor St or 1518 Redbud Lane

Tax Account (DCAD) Number
(if shown on enclosed map):

Signature: William O. Petty
Date: 8/28/19

Phone (optional): 214-803-3257

Please provide comments explaining the reasons for your support or opposition:

Please read attached letter
City of Irving  
Planning and Community Development Department  
PO Box 152288  
Irving, Texas 75051-2288  

Thank you for notifying us concerning zone request change for 2928 Proctor St.  
We have a serious problem concerning this change. This neighbor is the loudest neighbor we had  
during 60 plus years living at 2816 Proctor St! Six different residents can be disturbed by the noises  
they create. We get complaints from tenants. It is very difficult to sleep in our east bedroom due to  
noise late at night.  
When they were cutting stone for two years the noise was terrible. I went over and told owner about  
my tenants complaining due to their noise day & night. Owner was very rude, he said tell your tenants  
“ suck it up”! This neighbor often plays LOUD MUSIC, hammer noises, sawing noises, grinding noises  
day and night.  
Another problem they create is throwing their beer & liquor bottles and food containers as they pass by  
in front of our home.  

They have disregarded city codes by operating business for several years. [Based on the noises plus  
truck traffic]  

After the offensive ill mannered treatment I received I never went back to this neighbor because I  
knew they could not care less about disturbing their neighbors.  

THANK YOU  
William Petty  
79 years old, health problems, peace & quite would be appreciated.
PUBLIC COMMENT FORM  
(Please type or use black ink)

Return to:
Planning and Community Development Department OR Planning@cityofirving.org
PO Box 152288
Irving, Texas 75015-2283

I am FOR the requested Comprehensive Plan amendment and zoning as explained on the attached public notice for Zoning Case #ZC19-0050.

I am AGAINST the requested Comprehensive Plan amendment and zoning as explained on the attached public notice for Zoning Case #ZC19-0050.

Date, Location & Time of:
PLANNING & ZONING COMMISSION MEETING: Tuesday, September 3, 2019, 7 p.m.
City Hall, 825 W. Irving Blvd., Irving, Texas

CITY COUNCIL MEETING: Thursday, September 19, 2019, 7 p.m.
City Hall, 825 W. Irving Blvd., Irving, Texas

Name: [Name]
Address: [Address]
Tax Account (DCAD) Number (if shown on enclosed map): [Number]
Signature: [Signature]
Date: [Date]
Phone (optional): [Phone]

Please provide comments explaining the reasons for your support or opposition:

[Comments]

[Signature]
[Date]
City of Irving
Protest Analysis Map
Zoning Case No. ZC19-0050

Total Area within 200'
(Excluding Subject Parcel) = 5.5964 AC
Total Area Protesting = 3.9799 AC
Percentage of Area Protesting = 71.12%

Property Under Consideration For Rezoning

200 Ft Notification Boundary
City of Irving
Property Owner Notification Map
Zoning Case
No. ZC19-0050

Property Under Consideration For Rezoning

200 Ft Notification Boundary
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City of Irving
Property Owner Notification List
Zoning Case
No. ZC19-0050

Page 1 of 1
Ordinance -- Zoning Case #ZC19-0058 - Considering a Zoning Change from HCD (Heritage Crossing District) - NMU (Neighborhood Mixed Use) Subdistrict to S-P-2 (Generalized Site Plan) for HCD (Heritage Crossing District) - NMU (Neighborhood Mixed Use) Subdistrict - Approximately 0.606 Acres Locate at 336 and 404 Clark Street - JDJR Engineers and Consultants, Inc., Applicant - Key Life Homes, Owner

Administrative Comments

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

2. The 2017 Imagine Irving Comprehensive Plan Future Land Use Map recommends Compact Neighborhood uses for this property. The Compact Neighborhood land use category is described as being “Predominantly single-family homes with a diverse mix of building types.” The proposed zoning change is in conformance with the Comprehensive Plan.

3. The applicant is requesting a zoning change in order to subdivide the property into three lots. A new single family home will be built on proposed lots 1 and 2, respectively. The existing home and detached garage on the third lot will remain. All other accessory buildings on the site will be removed as noted on the site plan.

4. The HCD-NMU (Heritage Crossing District – Neighborhood Mixed Use Subdistrict) does not require a minimum lot width or a minimum lot area. However, Section 35-16(e) of the Subdivision Ordinance (Transitional Lot Requirements) states that the minimum lot width and minimum lot area must be no less than 80% of the surrounding lots.

5. Per Section 35-16(e) stipulates that property zoned S-P-1 or S-P-2 shall be exempt from the transitional lot requirements.

6. Based on the average lot width of the surrounding properties, the minimum lot width for the proposed lots is 65.50 feet. The proposed lots have a minimum width of 60 feet, for an exception request of 5.5 feet. Staff believes these lots are comparable to and consistent with the surrounding neighborhood – including the two adjacent lots to the north of the subject property – and are in keeping with the HCD-NMU district.

7. Based on the average lot area of the surrounding properties, the minimum lot area for the proposed lots is 7,620 square feet. The proposed lots have a minimum area of 7,000 square feet, for an exception request of 620 square feet. Staff believes these lots are comparable to and consistent with the surrounding neighborhood – including the two adjacent lots to the north of the subject property – and are in keeping with the HCD-NMU district.

8. The NMU subdistrict requires a 5-foot side yard setback. Since the existing garage on the southernmost portion of the property encroaches into the side yard by
approximately 1.5 feet, a note has been added to the site plan stating that the existing garage will be allowed to remain in non-conformance. If the garage is ever removed, any new structure will have to comply with the 5-foot setback.

9. All other requirements of the HCD-NMU district regulations are being met.

10. A total of 42 public notices were mailed. Staff has received one (1) response in support and no responses in opposition to this request.

11. Since the proposed lots are similar to or exceed the width and area of the two lots to the north, are in proper context with the surrounding neighborhood, and since the applicant is not requesting any other exceptions, staff can support this request.

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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**ATTACHMENTS:**

- Exhibit A: Legal Description  (PDF)
- September 3, 2019 Planning and Zoning Meeting Minutes  (PDF)
- Vicinity Map  (PDF)
- Surrounding Zoning Map  (PDF)
- Property Owner Notification Map and List  (PDF)
- Site Plan  (PDF)
- Public Notification Form in Support  (PDF)

**CURRENT YEAR FINANCIAL IMPACT:**

NONE

**REVISION INFORMATION:**

Prepared: 8/13/2019 09:47 AM by Christina Del Campo
Last Updated: 9/12/2019 03:58 PM by Kenneth Bloom
ORDINANCE NO. (ID # 10432)

ZONING CASE NO. ZC19-0058
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 IRVING OAKS ADDITION, AND LOCATED AT 336 AND 404 CLARK STREET, MORE FULLY AND COMPLETELY DESCRIBED IN EXHIBIT A ATTACHED HERETO; ORDERING A CHANGE IN THE USE OF SAID PROPERTY FROM HCD-NMU HERITAGE CROSSING DISTRICT – NEIGHBORHOOD MIXED USE SUBDISTRICT UNDER ORDINANCE NO. 1144, AS AMENDED TO S-P-2 SITE PLAN DISTRICT USE FOR HCD-NMU DISTRICT USES 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

-1-
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 HCD-NMU Heritage Crossing District – Neighborhood Mixed Use 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 HCD-NMU Heritage Crossing District – Neighborhood Mixed Use under Ordinance No. 1144, is changed to S-P-2 Site Plan District Use for HCD-NMU Heritage Crossing District – Neighborhood Mixed Use 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 September 19, 2019.

________________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

________________________________
Shanae Jennings  
City Secretary

APPROVED AS TO FORM:

________________________________
Kuruvilla Oommen  
City Attorney
DESCRIPTION

BEING a 0.6061 acre tract or parcel of land lying and being situated in the NEWTON MARTIN SURVEY, Abstract 900, in the City of Irving, Dallas County, Texas and being known as Lots 7, 8 and the north 20 feet of Lot 9, Block C, IRVING OAKS ADDITION, an Addition to the City of Irving, Dallas County, Texas according to the plat thereof recorded in Volume 5, Page 76, Map Records, Dallas County, Texas (M.R.D.C.T.); and being more particularly described by metes and bounds as follows:

BEGINNING at a point for the northwest corner of said Lot 7 located on the east right-of-way line of Clark Street (a 50-foot wide public right-of-way per Volume 7, Page 76, M.R.D.C.T.);

THENCE East, along the north line of said Lot 7, a distance of 120.00 feet to a point for the northeast corner of said Lot 7;

THENCE South, along the east line of said Lots 7, 8 and 9, a distance of 120.00 feet to a point located on the east line of said Lot 9;

THENCE West, crossing said Lot 9 and parallel with the north line of said Lot 9, a distance of 220.00 feet to a point located on the west line of said Lot 9 and the aforementioned east right-of-way line of Clark Street;

THENCE North, along the west line of said Lots 9, 8 and 7, and along said east right-of-way line, a distance of 220.00 feet to the Point of Beginning and containing 0.6061 Acres (26,400 Square Feet) of land.
15. **Zoning Case #ZC19-0058** – Key Life Homes, owner. JDJR Engineers & Consultants, Inc., applicant. 336 & 404 Clark Street. Approximately 0.606 acres. Zip Code: 75060

**FROM** HCD-NMU (Heritage Crossing District – Neighborhood Mixed Use Subdistrict)

**TO** S-P-2 (Generalized Site Plan) for HCD-NMU (Heritage Crossing District – Neighborhood Mixed Use Subdistrict) to allow development of three single family lots with modifications to the minimum lot area and minimum lot width requirements

- This case was postponed from the August 19, 2019 Planning and Zoning Meeting
- This case is scheduled for the Thursday, September 19, 2019 City Council Public Hearing

Chairwoman Taylor read the item into the record. She then called on the applicant.

Jim Dewey, 2500 Texas Drive, Ste #100, Irving, applicant, gave an overview of the proposed request, adding that the owner would like to split a lot for three single family lots of 7,000 sq. ft. He stated that they would like to keep the current home so that they could do some renovations along with the removal of the non-conforming structures on the property. He also stated that they would like to keep the detached garage for which a variance of 3 feet is being requested. He also stated that no variances to the zoning ordinance are being requested, but to the Subdivision Ordinance.

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 Spurlock moved to forward Zoning Case #ZC19-0058 to the City Council with a recommendation of approval. Commissioner Burns and Secretary Zeske 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, Mark Zeske, Michael McPhail, Jack Spurlock, Bruce Burns, Jamie Patel

**Absent:** Mark Cronenwett, Ernest Richards

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City of Irving

Property Owner Notification List
Zoning Case
No. ZC19-0058

Page 2 of 2
GENERAL NOTES FOR HCD-(NMU) DISTRICT:

1. All uses permitted by Section 52-32 will be allowed and all requirements of Section 52-32, HCD-(NMU) Heritage Crossing District (Neighborhood Mixed-Use Zone) of Zoning Ordinance No. 1144 and all other applicable requirements of Zoning Ordinance No. 1144 will be complied with except the following:

NO VARIANCES REQUESTED.

2. The purpose of this zoning case is to obtain lot configurations (width and area) that do not comply with Section 35-16, Design Requirements Generally, of the Subdivision Ordinance.

Minimum Lot Width Allowed: 60 feet
Minimum Lot Area Allowed: 7,000 sq. ft.

3. All paving surface materials shall be concrete and meet the minimum standards and specifications of the City of Irving.

4. All signs, lighting, luminaires, fences, and exterior auditory speakers (if any) shall comply with the Ordinances of the City of Irving.

5. Landscaping shall comply with Section 52-35a of Zoning Ordinance No. 1144.

6. Minimum air conditioned living area shall be 1,600 square feet.

7. All single family units shall be provided with a 2 car (minimum) garage.

8. Exterior wall surfaces, exclusive of doors and windows, shall be a minimum of 80% brick, stone, cementitious board, or stucco.

9. Minimum roof pitch shall be 5:12.

10. All right-of-way dedications, easements, and easement abandonments will occur at the time of platting.

11. Any new utilities serving the site will be installed underground.

12. No drainage to adjacent lot or properties unless there is a private drainage easement.

13. The four accessory (storage) buildings along the rear of proposed Lot 3 to be removed. The existing detached garage to remain in nonconformance to the required side setback.

APPLICANT/OWNER:
KEY LIFE HOMES
P.O. BOX 154258
IRVING, TX 75025
ATTN: TERRY PENN
TEL: 214-037-6655
email: key@kbebuilders.com

ZONING CASE NO. ZC19-0058

SP-2 FOR HCD-(NMU) USES
PROPOSED LOTS 1, 2 & 3 BLOCK A, GEORGIA'S PLACE
IRVING, TEXAS

45.1 Packet Pg. 590
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 #ZC19-0058.

I am AGAINST the requested zoning as explained on the attached public notice for Zoning Case #ZC19-0058.

Date, Location & Time of:

PLANNING & ZONING COMMISSION MEETING: Monday, August 19, 2019, 7 p.m.
City Hall, 825 W. Irving Blvd., Irving, Texas

CITY COUNCIL MEETING: Thursday, September 19, 2019, 7 p.m.
City Hall, 825 W. Irving Blvd., Irving, Texas

Name: Joyce DeHavilland

Address: 3222 Duchess P.O. Box 29342
Dallas, TX 75229

Tax Account (DCAD) Number (if shown on enclosed map):

Signature:

Date:

Phone (optional):

Please provide comments explaining the reasons for your support or opposition:

(Yes, to homes). I have property in the area.

GG
AGENDA ITEM SUMMARY

Meeting: 9/19/2019
DOC ID: 10431

Recommendating Department: Planning
LSR No: N/A

Ordinance -- Zoning Case #ZC19-0059 - Considering a Zoning Change from 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) and Hotel Uses to 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) and Hotel Uses - Approximately 2.637 Acres Located at 455 E John Carpenter Freeway - Shreem Captial, Applicant/Owner

Administrative Comments

1. The Planning and Zoning Commission Hearing Date and Recommendation: August 19, 2019 – Favorable 8-0 (Commissioner Richards, absent).

2. The 2017 Imagine Irving Comprehensive Plan Future Land Use Map recommends Urban District uses for this property. The Urban District land use category is for the highest intensity areas of Irving containing a variety of uses in multi-story buildings. It includes pedestrian-design streets and buildings, high quality design and materials, and reduced parking requirements. The proposed zoning change is in conformance with the Comprehensive Plan.

3. On March 22, 2018 the City Council approved Ordinance No. 2018-10033 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) and Hotel uses to develop a 150-room, eight-story full service hotel with variances to the requirements for number of rooms and parking spaces, square footage for guest rooms, and for meeting space.

4. A new developer is requesting to amend the site plan zoning to develop two separate hotels, both with the accessory use of the sale of alcoholic beverages for on-premises consumption, connected by a 2nd floor outdoor plaza and underground two level parking garage.

5. The proposed Cambria hotel will be an eight-story building with 143 rooms, a 1,200 square foot 50-seat full service restaurant with bar and market, a 992 sq. ft. fitness center, 4,922 sq. ft. of meeting space plus 1,870 sq. ft. of pre-function space. The hotel will have a 1,470 sq. ft. outdoor seating area with fire pit and will “share” a 1,822 sq. ft. pool/pool deck area on the roof of the Indigo hotel.

6. The proposed Indigo hotel will be a 13-story building with 150 rooms, a 2,320 square foot 100-seat full service restaurant with bar and 1,080 sq. ft. terrace, a 920 sq. ft. fitness center, 4,306 sq. ft. of meeting space plus 1,267 sq. ft. of pre-function space. The hotel will “share” a 1,822 sq. ft. pool/pool deck area on roof with the Cambria hotel.

7. Each hotel will be required to meet all of the R-AB zoning requirements.

8. Both hotels share an outdoor plaza on the 2nd floor.
9. The applicant is providing 17 ground level parking spaces and 334 parking spaces within a two-level underground parking garage accessible and to be shared by both hotels. Total parking provided is 351 parking spaces; 399 parking spaces are required. The applicant is requesting the 12% reduction due to providing an airport shuttle service that will pick-up and drop-off guests at D/FW Airport, and the increased use of ridesharing platforms.

10. The landscaping shall be provided as shown on the attached landscape plan which meets the zoning landscape regulations.

11. The applicant has noted on the site plan that the site is not to be divided and will remain as one lot. The functionality of the garage and breezeway could possibly prevent the subdivision of the site. However, staff believes that the proposed layouts of the buildings appear to function as two separate entities and not as a true dual-brand hotel as seen with other hotel developments which typically share the same structure, entry, and some amenities. These hotels would more than likely be supported if they were separate cases with a limited amount of variances being requested. Staff’s belief is that the two will function as two separate hotels and should be treated as such for zoning purposes.

12. The sale of alcoholic beverages is subject to all requirements of Section 52-49 of the zoning ordinance including the ratio of food sales to alcoholic beverage sales.

13. Since S-P-1 (R-AB) is a detailed site plan district, any future rezoning for modifications to the site plan would affect both hotel buildings. For example, if the owners of the restaurant in the Cambria hotel ever wanted to expand the seating, both hotel buildings would require rezoning.

14. Since staff believes each hotel will function independently except for a shared garage, staff has evaluated each building separately to the hotel design standards (Section 52-35b):

|                                | REQUIRED          | CAMBRIA TOWER   | INDIGO TOWER   |
|                                |                  | (West building) | (East building) |
|---                             |                  |                  |                |
| Height                         | 8 stories preferred | 8 stories        | 13 stories     |
| Sleeping Rooms                 | 200 Minimum      | 143 rooms (57 room variance) | 150 rooms (50 room variance) |
| Meeting Or Conference Rooms    | Combined minimum area of five thousand (5,000) square feet | 4,922 sq. ft. (78 sq. ft. variance) | 4,616 sq. ft. (384 sq. ft. variance) |
## Parking

<table>
<thead>
<tr>
<th>Hotel</th>
<th>Spaces Required</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cambria</td>
<td>400 total spaces required</td>
</tr>
<tr>
<td></td>
<td>1 space/143 rooms = 143 spaces</td>
</tr>
<tr>
<td></td>
<td>8/1000 sq. ft. for meeting rooms = 40 spaces</td>
</tr>
<tr>
<td></td>
<td>1 space/5 restaurant seats = 10</td>
</tr>
<tr>
<td>Indigo</td>
<td>351 spaces in shared parking garage</td>
</tr>
<tr>
<td></td>
<td>– airport shuttle service provided (12% variance)</td>
</tr>
</tbody>
</table>

| Cambria | 1 space/143 rooms = 143 spaces |
| | 8/1000 sq. ft. for meeting rooms = 40 spaces |
| | 1 space/5 restaurant seats = 10 |
| | 351 spaces in shared parking garage |
| | – airport shuttle service provided (12% variance) |

## Swimming & Recreation

<table>
<thead>
<tr>
<th>Feature</th>
<th>Details</th>
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<tbody>
<tr>
<td>Swimming &amp; Recreation</td>
<td>1,000 sq. ft.</td>
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<tr>
<td></td>
<td>992 sq. ft. Fitness Center (8 sq. ft. variance)</td>
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<tr>
<td>Restaurant</td>
<td>Full-service (open to general public for at least breakfast and dinner)</td>
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<tr>
<td></td>
<td>920 sq. ft. Fitness Center</td>
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## Restaurant

<table>
<thead>
<tr>
<th>Feature</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Restaurant</td>
<td>Full-service (open to general public for at least breakfast and dinner)</td>
</tr>
<tr>
<td></td>
<td>Yes – 50 seats</td>
</tr>
<tr>
<td></td>
<td>Yes – 100 seats</td>
</tr>
</tbody>
</table>

15. A total of 13 public notices were mailed. Staff has not received any responses in support of or in opposition to this request.

16. Viewed independently, the only significant variance to the hotel development standards is the number of rooms. The parking variance is just over 12 percent, which is similar to other parking variances granted for hotels with shuttle service in recent years. The meeting space variance for both towers is minimal, as is the variance to the recreation area for the Cambria Tower. Both towers meet or exceed the requirements for all other requirements. Since the two towers will function independently, and since the proposed product is an improvement over the project approved in 2018, staff can support this request.

17. 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:

- Exhibit A: Legal Description  (PDF)
- Vicinity Map       (PDF)
- Surrounding Zoning Map (PDF)
- Property Owner Notification Map and List  (PDF)
- Site Plan         (PDF)
- Floor Plans and Elevation Drawings  (PDF)
- Applicant’s Letter of Explanation   (PDF)
- Menu                  (PDF)
- TxDOT Access Concept Approval  (PDF)

CURRENT YEAR FINANCIAL IMPACT:

NONE

REVISION INFORMATION:

Prepared:  8/13/2019 09:40 AM by Christina Del Campo
Last Updated:  9/13/2019 10:49 AM by Kenneth Bloom
ORDINANCE NO. (ID # 10431)

ZONING CASE NO. ZC19-0059
ZONING CLASSIFICATION - S-P-1 (R-AB)

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 URBAN CENTER TWENTY-SIXTH INSTALLMENT ADDITION AND LOCATED AT 455 EAST JOHN W. CARPENTER FREeway, MORE FULLY AND COMPLETELY DESCRIBED IN EXHIBIT A ATTACHED HERETO; ORDERING A CHANGE IN THE USE OF SAID PROPERTY FROM 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, AND HOTEL USES UNDER ORDINANCE NO. 1144 UNDER ORDINANCE NO. 1144, AS AMENDED TO 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, AND HOTEL USES UNDER 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 under a site plan district for use as restaurants with attendant accessory uses of the sale of alcoholic beverages for on-premises consumption, and hotel 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 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, and hotel uses under Ordinance No. 1144, subject to all the requirements, is changed to 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, and hotel uses under Ordinance No. 1144, 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. 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 September 19, 2019.

__________________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

_______________________________
Shanae Jennings
City Secretary

APPROVED AS TO FORM:

_______________________________
Kuruvilla Oommen
City Attorney
Exhibit A: Legal Description

Zoning Case ZC19-0059

Lot 1, Block A

Las Colinas Urban Center 26th Installment Addition
City of Irving

Property Owner Notification Map
Zoning Case
No. ZC19-0059

Property Under Consideration For Rezoning

200 Ft Notification Boundary
<table>
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<tr>
<th>Label_Num</th>
<th>DCAD_ID</th>
<th>OWNER_NAME</th>
<th>OWNER_ADDRESS_LINE_1</th>
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<td>% KEN HEFFLEY</td>
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<td>3</td>
<td>322581805A0010000</td>
<td>CANAL CENTRE INVESTORS LLC</td>
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<td>CP 511 BUILDING LLC</td>
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<td>5</td>
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<td>HELIOS VENTURES LLC</td>
<td>% GARY TY LOCK</td>
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<td>9</td>
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<td>10</td>
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<td>HAMMOND PEROT</td>
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<td>IRVING ISD</td>
<td>JIM SCRIVNER</td>
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<td>12</td>
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<tr>
<td>13</td>
<td>PARCEL 8</td>
<td>MAA ALLOY LLC</td>
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</table>
KITCHEN 740 SF

ROOF TERRACE DINING 1,080 SF

POOL DECK 1,822 SF (INCL POOL)

ROOF RESTAURANT 2,320 SF

BAR POOL

LEVEL 13 PLAN

SCALE: 01

LEVEL 13 PLAN

SCALE: 1/16" = 1'-0"

NORTH TRUE

0' 8'-0" 16'-0" 32'-0"

SCALE: 4'-0"
## FACADE MATERIALS SUMMARY

<table>
<thead>
<tr>
<th>MATERIAL</th>
<th>HOTEL CAMBRIA</th>
<th>HOTEL INDIGO</th>
</tr>
</thead>
<tbody>
<tr>
<td>STUCCO</td>
<td>30308, 55%</td>
<td>46598, 66%</td>
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<tr>
<td>STONE PANEL</td>
<td>7312, 13%</td>
<td>7569, 11%</td>
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<tr>
<td>GLAZING</td>
<td>16929, 31%</td>
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<tr>
<td>METAL SCREEN/OTHER</td>
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<td>252, 0%</td>
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</table>

### TOTAL BLDG
- 54793, 14162, 12553, 14162, 13916
- 70181, 23809, 11072, 23809, 11491

---

**ELEVATION LEGEND**

- STUCCO
- STONE PANEL
- GLASS
- METAL SCREEN/OTHER

---

**SHEET NUMBER:**

**SHEET NAME:**

**ISSUE DATE:**

**REVISIONS:** MERRIMAN ANDERSON / ARCHITECTS, INC. c 2019

**6/21/2019 1:47:08 PM**

**PROJECT NUMBER:**

**LAS COLINAS DUAL BRAND**

**455 STATE HIGHWAY 114**

**IRVING, TEXAS**

**PLANNING & ZONING CASE NUMBER ZC19-0059**

**NOT FOR REGULATORY APPROVAL, PERMITTING, OR CONSTRUCTION.**

---

**Scale:** 1/16" = 1'-0"
### Exterior Elevations - Cambria Plan West

#### Facade Materials Summary

<table>
<thead>
<tr>
<th>Material</th>
<th>Square Feet</th>
<th>Percent</th>
<th>North</th>
<th>East</th>
<th>South</th>
<th>West</th>
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<tbody>
<tr>
<td><strong>Hotel Cambria</strong></td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Stucco</td>
<td>30,308</td>
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<td>11,133</td>
<td>8,819</td>
<td>1,470</td>
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<td>7,312</td>
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<td>1,515</td>
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<td>960</td>
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<td>Glazing</td>
<td>16,929</td>
<td>31%</td>
<td>1,270</td>
<td>1,004</td>
<td>11,732</td>
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<td>Other - Metal Screen/Other</td>
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<td>0%</td>
<td>244</td>
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<tr>
<td><strong>Total Bldg</strong></td>
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<td>14,162</td>
<td>12,553</td>
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<td>13,916</td>
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<th>Square Feet</th>
<th>Percent</th>
<th>North</th>
<th>East</th>
<th>South</th>
<th>West</th>
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<tr>
<td><strong>Hotel Indigo</strong></td>
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<tr>
<td>Stucco</td>
<td>46,598</td>
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### Planning & Zoning

**Case Number ZC19-0059**

**S-P-1 for Hotel and Related Uses**

**NOT FOR REGULATORY APPROVAL, PERMITTING, OR CONSTRUCTION.**

---

#### Ground Level 444'

#### Second Level 460'

#### Third Level 480'

#### Fourth Level 490'

#### Fifth Level 500'

#### Sixth Level 510'

#### Seventh Level 520'

#### Eighth Level 530'

#### Ninth Level 540'

#### Roof Level 542'

---

**Sheet Name:** 119'-9 1/16"  
**Project Number:** MAA2018211  
**Issue Date:** 08/01/2019  
**Revision:** 0

---

**Las Colinas Dual Brand**

---

**Scale:** 1/16" = 1'-0"  
**Scale:** 4'-0"
### Exterior Elevations - Indigo Plan West

**Scale:** 1/16" = 1'-0"  
**Sheet Number:** 02  
**Sheet Name:** 12 OF 13  

### Exterior Elevations - Indigo Plan East

**Scale:** 1/16" = 1'-0"  
**Sheet Number:** 03  
**Sheet Name:** 12 OF 13  

### Facade Materials Summary

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<tr>
<th>Material</th>
<th>Hotel Cambria</th>
<th>Hotel Indigo</th>
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<tr>
<td><strong>North</strong></td>
<td><strong>East</strong></td>
<td><strong>South</strong></td>
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<tr>
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### Elevation Legend

- STUCCO
- STONE PANEL
- GLASS
- METAL SCREEN/OTHER

**Issue Date:** 08 / 01 / 2019  
**Project Number:** SHAPE CAPITAL LAS COLINAS DUAL BRAND  
**Planning & Zoning Case Number:** ZC19-0059  
**NOT FOR REGULATORY APPROVAL, PERMITTING, OR CONSTRUCTION.**
PROJECT NARRATIVE FOR 455 STATE HIGHWAY 114

The project site is at the northwest corner of the intersection of State Highway 114 and Brazos Rd. The site is fronted by Brazos on the east, State Highway on the south, and the Las Colinas Canal on the west and north sides. The Las Colinas APT parallels the site along the north side adjacent to the canal.

The proposed project is a dual brand hotel, with two structures, one eight story and one thirteen story, sitting on top of a two story, partially below grade parking garage. The hotels will be a Cambria by Choice Hotel and a Hotel Indigo by IHG. The parking structure will be used by both hotels. The two hotels will be independent in all regards with exception to utilities. Utilities will enter the project site at a single entry and will be sub-metered once on property between the two hotel brands. At the second level, there is an outdoor plaza connecting the two hotels. This plaza area is for rent and can be used in conjunction with one of the meeting spaces for either Cambria or Indigo.

The Cambria hotel will have guest rooms on all eight levels of the structure, albeit minimal on floors one and two. Level one will include hotel registration, hotel bar lounge with seating for 50, hotel administration, hotel fitness and hotel back of house support areas. Level two will have the hotel meeting space with a ballroom of over 4,900 sf, a support holding kitchen (which will include alcohol service), pre-function foyer and back of house. Levels 3-8 are typical guestroom floors.

The Hotel Indigo will have guest rooms on levels 3-12. Level one will be hotel registration, hotel café (coffee, tea, and grab and go market – no food prep or alcohol), fitness, administration and hotel back of house. Level two will including meeting space, both large ballroom and smaller meeting rooms, support holding kitchen (which will include alcohol service), pre-function foyer and back of house. Level 13 will be a restaurant with bar and small roof top pool area.

Both the Cambria level one Bar Lounge and the Indigo level thirteen restaurant and bar will be available to the public for dining. The projected combined food sales are $1.5 million, while the projected combined alcohol sales are $400,000.
BREAKFAST
6:30 am to 11:00 am Monday - Friday
7:00 am to 11:00 am Saturday - Sunday

QUICK STARTS
Cereal | 2% Milk | 4
- Add: +$2 Strawberries | Blueberries | Banana
Yogurt | Seasonal Berries | 8
Granola
Fresh Seasonal Fruit Salad | 5
Steel-Cut Oatmeal | 6
Blueberries, Strawberries, Mint

SANDWICHES
Hot Ham, Egg + Cheese Croissant | 10
Fruit Salad
The Torta | 12
Eggs, Chorizo, Poblano, Guacamole
Lime Tortilla Chips + Salsa
Breakfast Tacos | 10
Bacon, Egg, Potato, Avocado,
Cheddar, Salsa

CLASSICS
The Omelet + Toast | 12
- Choice of 4: Red Onion, Tomato, Ham, Bacon,
Sausage, Salsa, Broccoli,
Mushrooms, Spinach, Bell Peppers + Onion,
Cheddar or Swiss
Buttermilk Pancakes | 8
Whipped Butter, Maple Syrup
- Add +$2 Blueberries | Bananas |
Chocolate Chips
Farm Fresh Breakfast + Toast | 12
2 Eggs Cooked Your Way
- Choice of 2: Bacon, Ham, Sausage,
Potatoes or Fresh Fruit
TX French Toast | 8
Battered Texas Toast, Whipped Cream,
Berries - Maple Syrup
Cambria Egg White Omelet | 12
Chicken Breast, Spinach, Mushrooms,
Avocado, Salsa

SIDES
Applewood Bacon | 4
Turkey Sausage | 4
Sliced Ham | 3
Home Fry Potatoes | 4
Fresh Fruit | 5
Toast | Bagel | 4
Farm Fresh Eggs | 3

BREAKFAST BEVERAGES
Coffee | 2.25
Hot Tea | 1.75
Milk 2% | Skim | 3
Juice
Orange | Grapefruit
Apple | Cranberry
7oz | 3 - 12oz | 5
SHAREABLES

Truffle Fries GF | 6
Chipotle Ketchup

Flatbread | 13
Black Bean, Roasted Tomatoes, Chimichurri, Queso Fresco

Wagyu Sliders | 12
Smoked Cheddar, Arugula, Chipotle Aioli

House Wings | 10
Guajillo BBQ or Buffalo, Pickled Carrots + Ranch

Beef Cheek Tacos | 14
Queso Fresco, Pickled Cabbage, Cilantro, Lime Tortilla Chips + Salsa

Mac 'n' Cheese | 10
Smoked Cheddar, Poblano, Cilantro, Charred Crumbs

Cheese & Charcuterie Board | 17
Chef's Assortment, Proper Accoutrements, Grilled Bread

MAINS

Blackened Salmon GF | 24
Charred Zucchini, Farro Risotto, Yellow Pepper Crème, Gremolata

Roasted Chicken GF | 22
Dry Rubbed, Gritsmill Grits, Sugar Snap Peas, Lemon, Herbs

Pappardelle | 18
Roasted Vegetables, Romesco, Arugula Olive Oil

Steak Frites GF | 22
Chimichurri, Broccolini, Truffle Fries

Striploin | 30
Mashed Potatoes, Grilled Vegetables, Brandy Peppercorn Demi

Filet Mignon | 36
Mashed Potatoes, Grilled Vegetables, Brandy Peppercorn Demi

SALADS

Add Protein:
- Egg | 3
- Chicken | 5
- Shrimp | 5
- Steak | 10

Baby Kale + Arugula GF | 10
Red Peppers, Cucumber, Red Onion, Cilantro, Blue Cheese, Avocado, White Balsamic Dressing + Lime Tortilla Chips

Caesar Salad | 8
Romaine, Tomato, Croutons, Parmesan

Mixed Greens GF | 10
Pickled Golden Beets, Boursin, Candied Pecans, Sherry Vinaigrette

SANDWICHES

Choice of Fries, Side Salad, Fresh Fruit or Onion Rings

Smoked Pulled Pork Sandwich | 15
Spicy Pickles, Onion, Jalapeno Aioli

The Burger | 16
American Cheese, LTO, Pickle, IK Sauce

The Club | 16
Grilled Chicken, Swiss, Bacon, Lettuce, Tomato, Avocado Mayo

Grilled Cheese + Soup Flight | 14
Short Rib & Brie Grilled Cheese served with Tomato Basil Pesto, Loaded Potato and Texas Chili Soup

Vegan Chick’n Wrap | 12
Chickpea Salad, Onion, Carrot, Arugula, House Relish

SWEETS

Bourbon + Butter S’mores | 10
Marshmallow Fluff, Smoked White Chocolate, Salted Carmel Crisps

Henry’s Local Ice Cream | 3
Scoop of Vanilla, Chocolate, or Strawberry

Chocolate Dilemma | 10
Henry's Local Vanilla Bean Ice Cream, Whipped Cream, Chocolate Sauce, Spiced Pecans

Vanilla Cheesecake | 10
Blueberry Compote, Mint

Chocolate Cake | 12
Dark Chocolate, Fresh Strawberries, Whipped Cream +3 Henry’s Vanilla Bean Ice Cream

GF - Gluten Free V - Vegetarian
To Whom This May Concern;

Per our conversation we have updated the conceptual driveway plan with the following revisions:

- Included a right turn deceleration lane into the proposed driveway
- Modified the transition to remove the curves
- Widened the driveway to 40' to allow for more room for turning movements into the site
- Included a marked median to separate incoming and outgoing traffic

Can you please respond that TxDOT is agreeable to the attached conceptual driveway location subject to the geometry for the driveway and decel lane matching what is shown in this exhibit? The City of Irving has asked that we provide documentation that TxDOT is agreeable to the proposed driveway location as shown. We understand that before the driveway is constructed, we will need to submit an official driveway permit application with civil engineering construction plans for the subject driveway and these plans will need to be approved by TxDOT prior to issuance of the driveway permit.

Can you please respond to this email that you are agreeable to the attached conceptual driveway location as shown in the exhibit? Thank you

TxDOT is in conceptual approval of this plan and exhibit.

Gerry Hennig
Dallas County Area Office
214-317-2454

---

Gerry and Bahman,

Thank you for meeting with us yesterday. Per our conversation we have updated the conceptual driveway plan with the following revisions:

- Included a right turn deceleration lane into the proposed driveway
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Jeffrey W. Dolian, P.E., LEED AP
Kimley-Horn | 13455 Noel Road, Two Galleria Office Tower, Suite 700, Dallas, TX 75240
Direct: 972 770 1363 | Mobile: 775 636 4633

Celebrating 11 years as one of FORTUNE's 100 Best Companies to Work For
Ordinance -- Zoning Change #ZC19-0068 - Considering a Zoning Change from S-P-1 (Detailed Site Plan) for C-C (Community Commercial) District to C-C (Community Commercial) District - Approximately 1.248 Acres Located at 5140 N. Belt Line Road - JM Civil Engineering, Applicant - Sun-Age, LLC, Owner

Administrative Comments

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

2. The 2017 Imagine Irving Comprehensive Plan Future Land Use Map recommends Business District uses for this property. The Business District land use category 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. On April 27, 2000 the City Council approved Ordinance No. 99-4992 for S-P-1 (Detailed Site Plan) for C-C (Community Commercial) within the State Highway 161 Overlay District with variances to the required landscaping, building and parking setbacks. In November of 2001 an amended site plan was administratively approved with modifications to the lot layout, the building footprint, the landscaping, driveways, and easements.

4. A new owner/developer has since acquired the property and would like to develop it with a convenience store with gasoline sales but with a different lot layout. The applicant is not proposing any variances and will meet all of the requirements of the C-C (Community Commercial) and State Highway 161 Overlay Districts for setbacks, parking and landscaping.

5. All of the proposed uses are currently allowed either by the existing zoning or the overlay district. Since the use of the property is not changing, and no variances are being requested, staff can support this request.

6. A total of 17 public notices were mailed. Staff has not received any responses in support of 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  Review Completed By: N/A
Previous Action: N/A  Council Action: N/A
ATTACHMENTS:

- Exhibit A: Legal Description (PDF)
- September 3, 2019 Planning and Zoning Meeting Minutes (PDF)
- Vicinity Map (PDF)
- Surrounding Zoning Map (PDF)
- Property Owner Notification Map and List (PDF)

CURRENT YEAR FINANCIAL IMPACT:

NONE

REVISION INFORMATION:
Prepared: 8/26/2019 12:14 PM by Christina Del Campo
Last Updated: 9/12/2019 05:28 PM by Steven Reed
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 ATLANTIC OIL/161 ADDITION, AND LOCATED AT 5140 NORTH BELT LINE ROAD, MORE FULLY AND COMPLETELY DESCRIBED IN EXHIBIT A ATTACHED HERETO; ORDERING A CHANGE IN THE USE OF SAID PROPERTY FROM S-P-1 SITE PLAN DISTRICT USE FOR C-C USES UNDER ORDINANCE NO. 1144, AS AMENDED TO C-C COMMUNITY COMMERCIAL DISTRICT USE UNDER ORDINANCE NO. 1144; 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 C-C Community Commercial 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-1 Site Plan District Use for C-C uses under Ordinance No. 1144, as amended is changed to C-C Community Commercial 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 this ordinance.

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 September 19, 2019.

_______________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

______________________________________
Shanae Jennings
City Secretary

APPROVED AS TO FORM:

______________________________________
Kuruvilla Oommen
City Attorney
ZC19-0068

EXHIBIT A: LEGAL DESCRIPTION

BEING all of Lot 1, Block A, Atlantic Oil/161 Addition

**FROM** S-P-1 (Detailed Site Plan) for C-C (Community Commercial) District uses within the State Highway 161 Overlay District

**TO** C-C (Community Commercial) District uses within the State Highway 161 Overlay District to

- This case is scheduled for the Thursday, September 19, 2019 City Council Public Hearing

Chairwoman Taylor read the item into the record. She then called on the applicant.

Gerald Westmoreland, 1818 Summit Avenue, Dallas, applicant’s representative, gave an overview of the proposed request, adding that due to right-of-way dedication, they needed to present a revised site plan for approval.

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 #ZC19-0068 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, Mark Zeske, Michael McPhail, Jack Spurlock, Bruce Burns, Jamie Patel

**Absent:** Mark Cronenwett, Ernest Richards

Discussion Time: 2 minutes
City of Irving

Vicinity Map
Zoning Case
No. ZC19-0068

Case Location

Date: Aug. 9, 2019

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Date: Aug, 9, 2019

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