AGENDA
Irving City Council Regular Meeting
Thursday, January 30, 2020 at 7:00 PM
City Hall, First Floor, Council Chambers
825 W. Irving Blvd., Irving, Texas 75060

Organizational Service Announcements

Invocation
Pastor Keith Luttrell, Christ 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 26

CITY COUNCIL AGENDA

1 City Operations Update
- Delaware Creek Improvements Update

CONSENT AGENDA

2 Approving Work Session Minutes for Wednesday, January 15, 2020

3 Approving Regular Meeting Minutes for Thursday, January 16, 2020

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.
Resolution - Approving the Acquisition of a Vacant Lot on Lot 24, Block A, of Las Brisas Town Homes Addition, Located at 4236 Nia Drive in the Amount of $71,126.98

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**: The City’s existing sewer line encroaches on an adjacent vacant lot belonging to Sumeer Homes Inc., and adversely impacts the landowner’s ability to construct future residences. Additionally, any proposed development within the lot would prevent Water Utilities from being able to access the sewer line for maintenance and/or repairs.

3. **This item will be presented to the Transportation and Natural Resource Committee on February 12, 2020.**

4. The purchase price for this 4,368 square foot vacant lot is $70,000, with an additional $1,126.98 being requested to cover closing expenses with, Republic Title of Texas, Inc. Therefore the total cost of acquisition is ($70,000 + $1,126.98) $71,126.98

5. Funding in the amount of $71,126.98 is available within the Water and Sewer Non-Bond CIP Fund.

Recommendation

Postpone to February 27, 2020.

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Resolution - Approving the Acquisition of a Vacant Lot on Lot 23, Block A, of Las Brisas Town Homes Addition, Located at 4240 Nia Drive in the Amount of $71,126.98

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**: The City’s existing sewer line encroaches on an adjacent vacant lot belonging to Sumeer Homes Inc., and adversely impacts the landowner’s ability to construct future residences. Additionally, any proposed development within the lot would prevent Water Utilities from being able to access the sewer line for maintenance and/or repairs.
3. This item will be presented to the Transportation and Natural Resource Committee on February 12, 2020.

4. The purchase price for this 4,787 square foot vacant lot is $70,000, with an additional $1,126.98 being requested to cover closing expenses with, Republic Title of Texas, Inc. Therefore the total cost of acquisition is ($70,000 + $1,126.98) $71,126.98

5. Funding in the amount of $71,126.98 is available within the Water and Sewer Non-Bond CIP Fund.

Recommendation
Postpone to February 27, 2020.

6 Resolution - Approving the Acquisition of Two Road Right-Of-Way Easements on 1905 Hard Rock Road in the Amount of $209,360.00

Administrative Comments
1. This item is recommended by the Capital Improvement Program Department and Traffic and Transportation Department. It supports Strategic Objective 2.3 - Expand, extend and maintain the major thoroughfare network.

2. Impact: This item supports the city’s Road to the Future initiative. The proposed easement acquisition (totaling 14,966 square feet) will allow for expansion of Hard Rock Road. Capturing both easements allows the city to reduce acquisition cost.

3. This item will be presented to the Transportation and Natural Resource Committee on February 12, 2020.

4. Funding in the amount of $209,360.00 is available within the Street Improvement Bond Fund.

Recommendation
Postpone to February 27, 2020.
Resolution - Approving the Acquisition of a Road Right-Of-Way Easement on 1406 Hard Rock Road in the Amount of $12,360.00

Administrative Comments

1. This item is recommended by the Capital Improvement Program Department and Traffic and Transportation Department. It supports Strategic Objective 2.3 - Expand, extend, and maintain the major thoroughfare network.

2. Impact: This item supports the city’s Road to the Future initiative. The proposed easement acquisition (totaling 610 square feet) will allow for expansion of Hard Rock Road. The negotiated amount is 15 percent above the appraised value and therefore must be presented to City Council for approval.

3. This item will be presented to the Transportation and Natural Resource Committee on February 12, 2020.

4. Funding in the amount of $12,360.00 is available within the Street Improvement Bond Fund.

Recommendation

Postpone to February 27, 2020.

Resolution - Approving the Acquisition of a Road Right-Of-Way Easement on 1418 Hard Rock Road in the Amount of $14,280.00

Administrative Comments

1. This item is recommended by the Capital Improvement Program Department and Traffic and Transportation Department. It supports Strategic Objective 2.3 - Expand, extend, and maintain the major thoroughfare network.

2. Impact: This item supports the city’s Road to the Future initiative. The proposed easement acquisition (totaling 714 square feet) will allow for expansion of Hard Rock Road. The negotiated amount is 15 percent above the appraised value and therefore must be presented to City Council for approval.

3. This item will be presented to the Transportation and Natural Resource Committee on February 12, 2020.

4. Funding in the amount of $14,280.00 is available within the Street Improvement Bond Fund.

Recommendation

Postpone to February 27, 2020.
9 Resolution - Approving the Acquisition of a Public Utility Easement on Parcel 115-NA12, Located at 3215 Spur 482 in the Amount of $161,500.00

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 1.186 acres utility easement, across Parcel 115-NA12 situated at 3215 Spur 482 and owned by FEDEX Ground Package System, Inc.

3. This item was presented to the Transportation and Natural Resource Committee on January 15, 2020.

4. Funding in the amount of $161,500.00 is available within the Water and Sewer System Non-Bond CIP Fund.

Recommendation

The resolution be approved.

10 Resolution - Approving an Amended and Restated Economic Incentive Agreement Between the City of Irving and Hidden Ridge Development, LLC, in an Amount Not to Exceed $24,300,000 for the Hidden Ridge Development Project

Administrative Comments

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

2. Impact: This amended and restated agreement provides an economic development incentive grant for a transit oriented development with mixed-use components that is envisioned to include two large corporate offices surrounding a pedestrian-friendly, walkable lifestyle core with retail, restaurants, residential, and additional office options in proximity to a DART light rail station on approximately 70 acres of vacant land on Hidden Ridge Road.

3. This amended and restated incentive agreement was discussed in executive session at the January 15, 2020 City Council Work Session meeting.
4. City Council approved Resolution No. 2018-88 on March 18, 2018, approving a 380 economic development incentive agreement for a term of up to 25 years consisting of a total Grant not to exceed $24,300,000 (the City retains the first $6,300,000 in grant payments and the Company is eligible for up to $18,000,000 in grant payments). To receive the full $18,000,000 Grant, the Company is required to construct a minimum of 975,000 gross square feet of Office Space and achieve a minimum increase in real property value of $300,000,000. The Grant can be achieved in phases which are explained below.

5. The amended and restated agreement requires the Company to achieve the following minimum eligibility requirements prior to the receipt of any incentive grant:
   a. DART Station – The Company must provide or cause funding to the City for the construction of the Dallas Area Rapid Transit (DART) light rail station associated with the project as follows:
      i. Initial Deposit of $3,200,000 by June 30, 2018.
      iii. Any increases to the total project costs for the DART Station within thirty (30) days of notice from the City.
   b. Phase I – The Company must construct a minimum of 375,000 gross square feet of Office Space in one or more buildings and achieve a minimum Eligible Real Property Value of $100,000,000 within eight (8) years of the March 22, 2018 Effective Date.

6. The amended and restated agreement also provides for additional incentive grants should the Company achieve the following additional minimum eligibility requirements:
   a. Phase II – The Company must construct a minimum of 300,000 additional gross square feet of Office Space in one or more buildings for a Single User on Parcel B or H and achieve a minimum additional Eligible Real Property Value of $100,000,000. (Total Eligible Real Property Value of $200,000,000.)
   d. Phase III – The Company must construct a minimum of 300,000 additional gross square feet of Office Space in one or more buildings for a Single User on Parcel B or H and achieve a minimum additional Eligible Real Property Value of $100,000,000. (Total Eligible Real Property Value of $300,000,000.)
   e. The Company must maintain a total taxable value $118,516,543 for 600 and 700 Hidden Ridge Rd. or offset any decreases with additional increases in taxable value in Phases I, II, and III.

7. Once the minimum eligibility requirements are met for the DART Station and Phase I, the City will provide a Grant Payment of seventy-five percent (75 %) of the real property ad valorem taxes paid to the City on the increase to the taxable value above the 2017 DCAD taxable value ($12,668,693).
a. The City shall retain the first $6,300,000 in Grant Payments. This Agreement will terminate if $6,300,000 in Grant Payments is not generated within eight (8) years of the March 22, 2018 Effective Date of this Agreement. The timeframe for generating the $6,300,000 in Grant Payments would be extended to within twelve (12) years of the March 22, 2018 Effective Date of this Agreement, should the Company do the following:

   i. Secure a Tax-Exempt single-user for a minimum of 300,000 square feet of office and/or health care uses by December 30, 2020; and the Tax-Exempt single-user occupies this space within eight (8) years of the March 22, 2018 Effective Date of this Agreement; and

   ii. Commence construction of a minimum of 500,000 gross square feet of Office Space on the Property on or before January 30, 2021.

b. Phase I Grant – The Company will receive Grant payments up to $6,000,000.

c. Phase II Grant – The City will increase the maximum allowable Grant payment an additional $6,000,000 to a total not to exceed $12,000,000.

d. Phase III Grant – The City will increase the maximum allowable Grant payment an additional $6,000,000 to a total not to exceed $18,000,000.

8. The minimum 300,000 square feet of office and/or health care uses by the Tax-Exempt single-user shall not count towards the achievement of any of the Office Space requirements for Phase I, II, or III.

9. If the Company achieves all three phases of the incentive Agreement, revenues of $32,791,570 are projected to be retained by the City. This includes the $6,300,000 in Grant payments retained by the City.

   a. Phase I is projected to generate $14,454,426 in City retained revenue.

   b. Phases I and II combined are projected to generate $25,562,606 in City retained revenue.

   c. Phases I, II, and III combined are projected to generate $32,791,570 in City retained revenue.

10. There is a companion item on this agenda for Amendment One to the Interlocal Agreement (ILA) between the City and DART. Hidden Ridge Development, LLC is not a party to the ILA. The ILA contains relevant terms regarding the financial obligations for the construction of the DART Light Rail Station.

**Recommendation**

The resolution be approved.
Resolution - Approving Amendment One to Interlocal Agreement Between the City of Irving and Dallas Area Rapid Transit (DART) for the Construction of Carpenter Ranch Light Rail Station Related to the Hidden Ridge Development

Administrative Comments

1. This item is recommended by the Traffic and Transportation Development.

2. **Impact**: Approval of Amendment One to Interlocal Agreement (ILA) between the City and DART will amend the agreement revising certain respective duties and responsibilities in relation to design, construction and financing of the construction of the Carpenter Ranch Light Rail Station related to the Hidden Ridge Development.

3. **This item was discussed in executive session at the City Council Work Session meeting on January 15, 2020.**

4. The City has requested that DART construct the Carpenter Ranch Light Rail Station in coordination with the planned Hidden Ridge Development. Construction is anticipated to be complete in October 2020, and revenue service to begin in December 2020.

5. On July 13, 2017, the Regional Transportation Council of the North Central Texas Council of Governments (NCTCOG) metropolitan planning commission approved a list of projects to fund through the 2017-2018 Congestion Mitigation and Air Quality Surface Transportation Block Grant Transit Program (CMAQ Grant), which included the Carpenter Ranch Light Rail Station in the amount of $8,800,000. DART is the eligible recipient for CMAQ grant and will construct the station.

6. On April 10, 2018, the City and DART entered into an interlocal agreement for funding the design and construction for the Station. The Preliminary Engineer’s Estimate for the construction of the DART station was $12,000,000. The City made an initial deposit in the amount of $3,200,000 [the difference between the grant and engineer’s estimate].

7. The construction bid for the Total Project Cost is in the amount of $13,581,406, which exceeds the Preliminary Engineer’s Estimate. Accordingly, the City will deposit $1,581,406 no later than June 30, 2020. The amendment to the ILA provides for DART to award the construction contract prior to the City making the second payment.

8. City funding will be expended first during construction. DART will seek reimbursement from the CMAQ grant as expenses are incurred. DART will advise City of change orders for City review and funding.

9. This Amendment One to the ILA was presented to the DART Board on January 14, 2020. By DART Resolution 200013, the DART Board authorized (1) the award of the construction contract to Archer Western Construction in the amount of $11,067,000, plus supplemental work contingency of $553,350 (5%) for unanticipated expenses, for a total authorized amount not to exceed $11,620,350;
and (2) the execution of an amendment to the existing ILA with the City.

10. This is a companion to the Amended and Restated Economic Development Incentive Agreement on this agenda between the City and Hidden Ridge Development, LLC (Developer), which contains terms where the Developer makes the cash deposits described above, with the City, in advance, to meet these obligations.

**Recommendation**

The resolution be approved, if the Amended and Restated Economic Development Incentive Agreement with Hidden Ridge Development, LLC is approved.

**Resolution - Approving an Agreement with Sole Source Provider Hach Company in an Amount Not to Exceed $100,000.00 for the Purchase of Hach Equipment and Services to Test and Maintain Water Quality**

**Administrative Comments**

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

2. **Impact:** This agreement will allow staff to purchase new equipment and maintain existing equipment used to test and verify the quality of our drinking water.

3. **This item was presented to the Transportation and Natural Resources Committee on January 15, 2020.**

4. This award establishes an Annual Award Contract for continuing the purchase and maintenance of Hach equipment. The contract is subject to two one-year renewal options with an effective date of January 1 to December 31, 2020.

5. Water Utilities routinely takes water samples and tests for the amount of chlorine disinfectant and free ammonia. This testing is done to ensure that our water meets regulatory requirements and that the system is operated efficiently.

6. Staff utilizes Hach Company equipment to perform this testing and materials from Hach need to be purchased periodically. Testing equipment from Hach is replaced when it reaches the end of its useful life. Hach also provides maintenance for specialized equipment used at the City’s water pumping stations.

7. Funding in the amount of $100,000.00 is available in the Water Utilities Budget within the Water and Sewer System Fund.

**Recommendation**

The resolution be approved.
Bids & Purchasing Items

Items 13 - 19

13 Resolution - Approving Payment in the Second and Final Renewal Term of the Contract with Bank of America, NA, and Banc of America Merchant Services, LLC in the Total Estimated Amount of $192,000.00 for Merchant Credit Card Processing Services

Administrative Comments

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

2. Impact: This contract benefits the city by providing services to accept and process credit and debit card payments from residents and customers.

3. This renewal establishes the continuation of a contract to provide merchant credit card processing services. The original three-year contract, which was awarded to the respondent scoring the highest points based on criteria established through an RFP process, has fixed rates for the full contract duration. This is the second and final one-year renewal period. The current contract automatically renews on February 5, 2020.

4. Funding for Fiscal Year 2019-20 is available in the Non-Departmental budget within the General Fund, while funding for Fiscal Year 2020-21 is subject to budget appropriation.

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Contract Term</th>
<th>Total Estimated Amount</th>
<th>Fiscal Year(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bank of America, NA, and Banc of America Merchant Services, LLC</td>
<td>2/5/20 – 2/4/21</td>
<td>$128,000.00</td>
<td>2019-20</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$  64,000.00</td>
<td>2020-21</td>
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</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td></td>
<td>$192,000.00</td>
</tr>
</tbody>
</table>

Recommendation

The resolution be approved.
Resolution - Approving the Annual Contract with Bound Tree Medical, LLC, in an Amount Not to Exceed $100,000.00 for Emergency On-Board Medications

Administrative Comments

1. This item is recommended by the Fire Department.

2. Impact: Firefighters and paramedics are able to provide the highest quality of treatment for residents by having these approved medications available for use in emergency response vehicles.

3. This award establishes an annual contract for the continuation of purchasing emergency on-board medications. This award is for one year with two one-year renewal options. The current contract expires January 31, 2020.

4. Funding for Fiscal Year 2019-20 is available in the Fire Department budget within the General Fund, while funding for Fiscal Year 2020-21 is subject to budget appropriation.

5. Because this annual contract runs from February 2020 through January 2021, it is possible that more than the estimated amounts shown in the chart below may be spent in one operating year or the other as long as there are budget funds available to accommodate that year’s additional purchases and the total contract award amount is not exceeded.

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Contract Term</th>
<th>Total Est. Expenditure</th>
<th>Fiscal Year(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bound Tree Medical, LLC</td>
<td>2/1/20 – 1/31/21</td>
<td>$58,000.00</td>
<td>2019-20</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$42,000.00</td>
<td>2020-21</td>
</tr>
<tr>
<td>TOTAL NOT TO EXCEED AMOUNT</td>
<td></td>
<td>$100,000.00</td>
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</tr>
</tbody>
</table>

Recommendation

The resolution be approved.
Resolution - Approving a Vendor/Member Contract Pursuant to a Cooperative Purchasing Agreement between the City of Irving and Associated Supply Company, Inc., through the State of Texas Local Government Statewide Cooperative Purchasing Program (BuyBoard)

Administrative Comments
1. This item is recommended by the Fleet Services Division and Financial Services Department – Purchasing Division.

2. Impact: Establishment of a Vendor/Member Contract between the City of Irving and Associated Supply Company, Inc., for utilization of BuyBoard Contract No. 597-19 which expires on November 30, 2020 will allow the city to procure construction, road, bridge, ditching, trenching, utility and other equipment under the best possible terms and conditions for the city.

3. Approval of this contract supports the purchase of a 2020 Case Backhoe loader as presented in the following item on this agenda as well as any future purchases from this vendor through the designated BuyBoard contract for the specified contract term.

Recommendation
The resolution be approved.

Resolution - Approving the Purchase from Associated Supply Company, Inc., for a 2020 Case Backhoe Loader in the Total Estimated Amount of $127,000.00 through the State of Texas Local Government Statewide Cooperative Purchasing Program (BuyBoard)

Administrative Comments
1. This item is recommended by the Water Utilities Department and approved by the Fleet Services Division and the Financial Services Department – Purchasing Department.

2. Impact: Replacement of aging vehicles and equipment will reduce downtime and provide departments with critical resources to maintain optimum services for the Irving community.

3. This budgeted replacement is in accordance with the city’s vehicle and equipment replacement policy for City Vehicle Tag No. 32168, a 2004 Ford Backhoe Loader. There will be a trade-in allowance given for the current vehicle as shown in the table below.

4. This purchase is supported by a Vendor/Member Contract Pursuant to a
Cooperative Purchasing Agreement between the City of Irving and Associated Supply Company, Inc., utilizing BuyBoard Contract No. 597-19 which expires on November 30, 2020 as presented in the previous item on this agenda.

5. Funding in the amount of $127,000.00 is available in the Water & Sewer System Fund.

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Qty</th>
<th>Item Description</th>
<th>Total Estimated Expenditure</th>
</tr>
</thead>
<tbody>
<tr>
<td>Associated Supply Company, Inc.</td>
<td>1</td>
<td>2020 Case Backhoe Loader</td>
<td>$154,360.42</td>
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<tr>
<td></td>
<td></td>
<td>Trade-In Allowance</td>
<td>($27,360.42)</td>
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<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td></td>
<td><strong>$127,000.00</strong></td>
</tr>
</tbody>
</table>

**Recommendation**

The resolution be approved.

17 **Resolution - Approving the Renewal of the Annual Contract with Texas Bit in the Total Estimated Amount of $252,750.00 for Asphalt Patching Materials**

**Administrative Comments**

1. This item is recommended by the Traffic & Transportation and the Water Utilities departments.

2. **Impact: This contract supports the Road to the Future Program.** It provides the necessary resources to expedite repair of damaged roadways. Asphalt patching materials are used by the Water Utilities to provide the necessary resources to temporarily fix existing roadways due water and sewer line road repairs.

3. This renewal establishes the continuation of an annual contract to provide asphalt patching materials. This is the first of two, one-year renewal options. The current contract expires January 31, 2020.

4. **The item was presented to Transportation and Natural Resources Committee on January 15, 2020.**

5. Funding for Fiscal Year 2019-20 is available in the Traffic & Transportation budget within the General Fund and in the Water & Sewer System Fund, while funding for Fiscal Year 2020-21 is subject to budget appropriation.
<table>
<thead>
<tr>
<th>Vendor</th>
<th>Contract Term</th>
<th>Estimated Expenditure</th>
<th>Fiscal Year(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Texas Bit</td>
<td>2/1/20-1/31/21</td>
<td>$168,500.00</td>
<td>2019-20</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$84,250.00</td>
<td>2020-21</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td><strong>$252,750.00</strong></td>
<td></td>
</tr>
</tbody>
</table>

**Recommendation**

The resolution be approved.

18 **Resolution - Approving a Vendor/Member Contract Pursuant to a Cooperative Purchasing Agreement between the City of Irving and Sam Pack's Five Star Ford through an Interlocal Cooperative Purchasing Agreement with Tarrant County**

**Administrative Comments**

1. This item is recommended by the Fleet Services Division and the Financial Services Department – Purchasing Division.

2. **Impact:** Establishment of a Vendor/Member Contract between the City of Irving and Sam Pack’s Five Star Ford, for the utilization of Tarrant County Contract No. 2019-014, which expires on December 3, 2020, will allow the city to purchase and replace older vehicles.

3. Approval of this item allows for the purchase of police vehicles as presented in the following item on this agenda as well as any future purchases from this vendor through the designated Tarrant County contract during the specified contract term.

**Recommendation**

The resolution be approved.
Resolution - Approving the Purchase from Sam Pack's Five Star Ford of Police Vehicles in the Total Estimated Amount of $221,651.00 through an Interlocal Cooperative Purchasing Agreement with Tarrant County

Administrative Comments

1. This item is recommended by Police Department and approved by the Fleet Services Division.

2. **Impact:** Purchase of the vehicles shown below will allow for replacement of older vehicles in order to reduce vehicle downtime as well as adding supplemental vehicles to increase effectiveness and better support the needs of Police Department and the residents of Irving.

3. These purchases are supported by a Vendor/Members contract between the City of Irving and Sam Pack’s Five Star Ford utilizing Tarrant County Contract No. 2019-014, which expires on December 3, 2020 and is presented as a previous item on this agenda.

4. Funding is available in the Vehicle & Equipment Replacement Fund.

5. Budgeted replacements are as follows:

<table>
<thead>
<tr>
<th>Department</th>
<th>Item Description (Quantity)</th>
<th>Replaces City Tag #</th>
<th>Total Expenditure</th>
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<tbody>
<tr>
<td>Police</td>
<td>2020 Transit Van (1)</td>
<td>04292</td>
<td>$ 48,923.00</td>
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<tr>
<td>Police</td>
<td>2019 F-150 Responder Patrol Vehicle (2)</td>
<td>04265 04279</td>
<td>$ 86,886.00</td>
</tr>
<tr>
<td>Police</td>
<td>2019 F-150 Supervisor Patrol Vehicle (2)</td>
<td>04196 04198</td>
<td>$ 85,842.00</td>
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<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td></td>
<td><strong>$221,651.00</strong></td>
</tr>
</tbody>
</table>

**Recommendation**

The resolution be approved.

End of Bids
20 Ordinance - Approving an Amended & Restated Development Agreement with Vaquero Ventures Management, LLC for the Sale of 313 W. Irving Boulevard

Administrative Comments

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

2. **Impact:** Approval of this amendment to the Development Agreement with Vaquero Ventures would allow for the Closing Date for the Sale of City-owned property at 313 W. Irving Blvd. to be extended, enabling the developer to obtain all necessary closing documents, such as an executed lease with Starbucks for the occupancy of the building to be constructed.

3. **This item was discussed at the City Council Work Session meeting on January 15, 2020.**

4. On October 3, 2019, City Council approved ORD-2019-10268 approving a Development Agreement with Vaquero Ventures Management, LLC to redevelop the city’s property located at 313 W. Irving Blvd. by building a Starbucks coffee store with indoor seating, patio, and drive through.

5. The sale price of the city land is $119,390.00. The Development Agreement includes certain criteria that must be included at the time of closing. Those criteria include (i) an executed lease with Starbucks to operate a Starbucks store with an initial term of not less than five (5) years; (ii) a Performance Bond in the full amount of the Purchase Price, guaranteeing the purchaser will take all actions reasonably necessary and required by the City to construct and occupy a minimum 2,100 square foot Starbucks coffee store on or before the Date of Occupancy; (iii) if necessary, obtain proper Zoning for the site plan; and, (iv) obtain a building permit for the construction of the coffee store.

6. Per the current agreement, the City will close on the property with Vaquero Ventures Management by February 7, 2020, and Starbucks will have to occupy the building by December 31, 2020.

7. This property is located in the Irving Boulevard TIF (TIF #2). The TIF’s Project and Financing Plan includes the development of vacant properties and diversification of retail in the corridor. This project is consistent with the purpose of the TIF and will sell at fair market value using the Dallas County Appraisal District (DCAD) market value; therefore, the property can be sold without any bids.

8. To date, the Purchaser has obtained Title Commitment, Exception Documents, and Tax Certificate covering Property; and deposited $2,000 Earnest Money.

9. Purchaser executed its option to extend Inspection Period and deposited an additional $10,000, making the Initial $2,000 Earnest Money non-refundable, and obtained proper zoning on December 12, 2019.

10. Purchaser is still negotiating a Lease with Starbucks, which is due at closing.
Purchaser estimates an additional 75-90 days for executed lease, plus an additional 30-60 days for ordering plans and permitting; therefore, has requested to extend the closing date to the end of June.

11. The amendment to the current Development Agreement would extend the Closing Date to July 7, 2020 (a 5 month extension). The Purchaser will deposit an additional $10,000 Earnest Money, non-refundable except for Seller’s Default and amend Date of Occupancy to May 31, 2021.

Recommendation
The resolution be approved.

INDIVIDUAL CONSIDERATION

21 Ordinance - Amending the Code of Civil and Criminal Ordinances of the City of Irving, Texas, by Adding Chapter 8B, “Rental Registration;” Providing Definitions; Providing Permitting Procedures and Fees for Operating a Rental Home; Providing Violations and Penalties; Providing Severability, Repealer and Savings Clauses; and Providing an Effective Date.

Administrative Comments
1. This item has been recommended by the Code Enforcement Department. This item supports Strategic Goal No. 4.3 – Improve community appearance and protect neighborhood integrity; and Strategic Goal No. 4.1 – Safeguard public safety, security and health.

2. Impact: The adoption of this ordinance is expected to improve conditions at single family rental properties by virtue of a rental registration which would avail the city ownership contact information needed for expedited compliance.

3. The proposed ordinance creates a new rental registration program for single family, duplex and triplex residential properties and would require owners who are renting their homes for any duration of time to register and pay a $25 fee annually. The proposed ordinance exempts rental homes from the registration permit requirement if they are occupied by the owner during the period of the rental.

4. This item was requested and reviewed by members of the Planning & Development Committee.

5. During the January 15 work session, there was a full consensus to bring this item forward for action.

Recommendation
The ordinance be adopted.
Ordinance - Zoning Case #ZC19-0076 - Considering a Zoning Change from HCD-TMU (Heritage Crossing District - Transit Mixed Use Subdistrict) to S-P-2 (Generalized Site Plan) District for HCD-TMU (Heritage Crossing District - Transit Mixed Used Subdistrict) Uses - Approximately 1.03 Acres Located at 303 and 305 Ada Street - Jesse Lowe, Applicant/Owner (Postponed from December 12, 2019)

Administrative Comments

1. The Planning and Zoning Commission Hearing Date and Recommendation: December 2, 2019 – Favorable for a six-foot open wrought iron fence in the front setback, 9-0. January 20, 2020 – Postpone to February 3, 2020, 8-0 (Commissioner Patel, absent).

2. The 2017 Imagine Irving Comprehensive Plan recommends Urban District uses for the subject property, which is for the highest intensity areas of Irving containing a variety of uses in multi-story buildings. This classification includes pedestrian-design streets and buildings, high quality design and materials, and reduced parking requirements. While the existing single family use is not a preferred new use in the Urban District area where more intensive uses are desired, this application was submitted to request exceptions to standards for a single family home existing before the HCD zoning was established the request is not for a change in land use. The single family use is a legal non-conforming use in the HCD/TMU district.

3. The applicant is proposing the following uses and exceptions within his property:
   a. Single family as an allowed use in the Heritage Crossing Form Based Code District;
   b. A six (6) foot tall wrought-iron fence in the front setback of 303 Ada, along the property line per the site plan;
   c. An eight (8) foot tall metal R-panel fence along the side and rear property lines of both properties and in the front yard of 305 Ada; and
   d. A detached garage in the front setback of 305 Ada.

4. For clarity, staff is providing an evaluation of each proposed exception as follows:
   a. The HCD-TMU (Heritage Crossing District – Transit Mixed Use Subdistrict) does not allow single family residential uses by right. All properties on Ada Street, however, are single family uses. Staff believes it is appropriate to continue to allow single family uses on properties along Ada Street.
   b. The applicant is proposing a wrought iron fence along the front property line of 303 and 305 Ada Street and within the front setback (in front of the house) for 303 Ada. No other homes along Ada Street have a fence over 4 feet tall in the front setback, let alone along the property line. A six-foot tall fence is
out of character with the rest of the neighborhood; therefore, staff cannot support this portion of the request.

c. The applicant is requesting approval to build a solid metal fence along the south and west property lines using “R-panel” metal. The Fence Ordinance states that only materials designed to be used as fencing can be used for fence construction. “R-panel” is described by various manufacturers as a roof and exterior wall material, not as a fencing material.

d. The applicant is proposing a detached garage within the 25-foot front setback on 305 Ada Street. Other areas of the property have room for a detached garage that is not encroaching into any easements and is not within the front setback. Since there are other viable options for placement of the garage on the lot, staff cannot support this request.

5. All accessory structures need to meet zoning requirements and Building and Fire Codes.

6. The properties are at the end of the street. The pavement on the street and the right of way was not designed to accommodate a cul-de-sac for turnaround as is now typical in street design. Traffic and Fire staff have approved the site plan since it is the existing condition.

7. The applicant made further adjustments to the site plan after notification and has not provided sufficient detail on the site plan to allow for an adequate review or to determine needed exception requests, therefore staff is requesting another postponement.

8. The applicant requested a predevelopment conference to consider another option for this property, necessitating further discussion on the intentions for the property.

9. A total of 22 public notices were mailed. Staff has received three (3) responses in support and none in opposition to this request.

10. On December 4, 2019, the applicant requested this item be postponed to the January 20, 2020 hearing. Subsequent to the Planning and Zoning Commission hearing, the applicant elected to modify the zoning request. On January 20, 2020, the Planning and Zoning Commission postponed the hearing for the revised request pending submittal of the revised site plan from the applicant.

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

**Recommendation**

Postpone to February 13, 2020.

Administrative Comments

1. The Planning and Zoning Commission Hearing Date and Recommendation: Favorable 8-1 (Commissioner Cronenwett, nay; Commissioner Patel, absent).

2. The applicant is seeking approval of a Community Framework Plan, Comprehensive Plan Future Land Use Amendment, a zoning change and a Multifamily Concept Plan in order to develop a two building, 236-unit urban form multifamily complex on 5.3 acres (approx. 45 units/acre).

3. The 2017 Imagine Irving Comprehensive Plan Future Land Use Map recommends Neighborhood Commercial uses for this property. This land use category is described as mixed-use commercial areas along major corridors. The requested zoning is not conformance with the Comprehensive Plan.

4. The Comprehensive Plan stipulates that, if an area that is designated and/or developed as non-residential desires to transition to a residential use, the City of Irving should require the following:
   a. The area is physically appropriate (i.e., size, shape, etc.) for residential use.
   b. The area is adjacent to a residential neighborhood shown on the generalized Future Land Use Map and is not separated from the neighborhood by a major thoroughfare (or larger), or the residential use is a part of a mixed-use development.
   c. The rezoning will not result in a shortage of land designated for non-residential development.
   d. The rezoning does not leave a residual tract of non-residentially zoned property that does not conform to the generalized Future Land Use Map, or that negatively affects the proposed residential use.
   e. The rezoning provides for an appropriate transition between residential and non-residential uses through separation by distance, screening, or land use (i.e., creek, four-lane roadway, etc.), if integration of residential and non-residential land uses into a mixed-use environment is not achievable.

5. Although the Land Use + Urban Design section of the 2017 Imagine Irving
Comprehensive Plan recommends limiting new multi-family construction to mixed-use developments, Strategy 1.5.8 under Goal 1 of this section does allow for approving new development that is consistent with and enhances existing development.

6. Since the tract under consideration is located adjacent to existing multi-family uses in an infill setting, this will serve to meet the above strategy 1.5.8 of Goal 1 of the Comprehensive Plan. If viable connections are made with the existing retail immediately to the east, the argument can be made that it would then be part of a horizontal mixed use development which would then be in conformance with goal 1.

7. The applicant is seeking the following exceptions to numerous required zoning and multifamily development standards. These standards were established to create a suburban, mid-density product. The applicant is requesting to build an urban, high density product which, with the configuration of the lot, necessitates the number of exceptions.
<table>
<thead>
<tr>
<th>Code</th>
<th>Requirement</th>
<th>Request</th>
</tr>
</thead>
<tbody>
<tr>
<td>52-16b (d)</td>
<td>Maximum density: 18 units/acre</td>
<td>45 units/acre</td>
</tr>
<tr>
<td>52-59 (b) 4 c 1</td>
<td>Parking Required: 1 space per efficiency, 1.5 spaces per one bedroom, 1.8 spaces per two bedroom <em>(329 required)</em></td>
<td>1 space/bedroom, plus 1 space/250 sq. ft. of common areas, offices and recreation. <em>(291 required, 295 provided)</em></td>
</tr>
<tr>
<td></td>
<td><em>(Note: public transportation (bus stop) is within 50 feet of the front of the property. Development is not adjacent to any single family property).</em></td>
<td></td>
</tr>
<tr>
<td>52-59 (b) 4 c 2</td>
<td>No parking allowed in the front yard</td>
<td>Parking allowed in front yard</td>
</tr>
<tr>
<td>52-59 (b) 4 c 3 and 52-59 (c) 4 d 4</td>
<td>Maximum of 10 parking spaces between landscaped islands having a minimum width of 8’</td>
<td>Max. of 13 parking spaces between landscaped islands; islands can be less than 8’</td>
</tr>
<tr>
<td>52-59 (b) 4 c 3</td>
<td>Parking shall not be constructed more than one parking bay in width unless a min. 8-foot wide strip of landscaping is provided between bays</td>
<td>No landscape strip required between parking bays</td>
</tr>
<tr>
<td>52-59 (b) 4 e 1</td>
<td>Buildings shall not exceed 200 feet in length</td>
<td>Buildings shall not exceed 400 feet in length</td>
</tr>
<tr>
<td>52-59 (b) 4 e 2</td>
<td>3 stories maximum building height</td>
<td>4 stories maximum height</td>
</tr>
<tr>
<td>52-59 (b) 4 e 3,4</td>
<td>Minimum building setbacks from street right-of-way, side and rear yard</td>
<td>Minimum building setbacks per site plan</td>
</tr>
<tr>
<td>52-59 (b) 4 e 5</td>
<td>Minimum separation between buildings</td>
<td>Minimum building separations per site plan</td>
</tr>
<tr>
<td>52-59 (b) 4 f 2</td>
<td>Maximum 10% of total units can be efficiency units</td>
<td>Efficiency units shall not total more than 35% of total units</td>
</tr>
<tr>
<td>52-59 (b) 4 g 1</td>
<td>A min. of 30% of the gross area of the site must be provided as open space</td>
<td>A min. of 20% of the gross area of the site must be provided as open space</td>
</tr>
<tr>
<td>52-59 (b) 4 g 2</td>
<td>Minimum useable open space: 25% of total net floor area.</td>
<td>Minimum useable open space: 3% of total net floor area.</td>
</tr>
<tr>
<td>52-59 (b) 4 g 3</td>
<td>Instead of setting aside a least 25% of usable open space for children and youth, the applicant may elect to install: basketball court, swings, playground equipment, sidewalk loops</td>
<td>Dog park</td>
</tr>
<tr>
<td>52-59 (b) 4 h 1</td>
<td>A min. 8’ wide perimeter landscape area shall be contiguous to all side and rear property lines adjacent to other multi-family or non-residentially zoned land and private access drives</td>
<td>No min. width perimeter landscape area shall be required</td>
</tr>
</tbody>
</table>
52-59 (b) 4 h 2 | No swimming pools may be located between an adjacent street and a main building. [Pools] shall be located within the interior of the site, screened from view by main buildings, unless adjacent to other multifamily or non-residentially zoned land. | No building or opaque screening of pool from Valley Ranch Parkway. However, pool and deck will be elevated above grade of parking lot

52-59 (b) 4 h 3 and 52-59 (b) 4 h 4 | A min. 25’ wide landscape area adjacent to abutting streets shall be maintained | Min. 5’ wide landscape area adjacent to abutting streets; tree requirement will be met

52-59 (b) 4 h 3 | A min. 12’ wide landscape area adjacent to principle buildings | No minimum landscape area adjacent to principle buildings

52-59 (c) 4 c 1 | 8’ width landscape buffer contiguous along perimeter | No min. width; tree requirements will be met

52-59 (c) 4 c 4 | Min. 12” width along principle buildings; trees at (1) per 480 sq. ft. / max 33% small trees | No min. width along principle buildings; 50% tree reduction / no limit on ornamental trees

52-59 (c) 4 c 5 | Open space trees at (1) per 1500 sq. ft. above required buffer / perimeter trees | No open space trees required

8. A total of 20 public notices were mailed. Staff has received 26 letters in support of this request. Staff has not received any responses in opposition.

9. Staff believes that the proposed multifamily development is a good infill use between the commercial property to the east and the lower density multifamily development to the west. The exceptions requested from the multifamily design standards are typical of a modern urban product. Therefore, staff can support this request.

10. 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 #ZC19-0086 - Considering a Zoning Change from R-6 (Single Family) District Uses to S-P-2 (Generalized Site Plan) District for R-6 (Single Family) Uses - Approximately 0.17 Acres Located at 2809 Cheyenne Street - Wilber Ventura, Applicant/Owner

Administrative Comments

1. The Planning and Zoning Commission Hearing Date and Recommendation: January 20, 2020 – Favorable 8-0 (Commissioner Patel, absent).

2. The owner is requesting a zoning change to allow a pool to be built with an exception to the required distance from the side property line. The pool was built without a permit, and a code compliance case was opened.

3. The 2017 Imagine Irving Comprehensive Plan recommends Residential Neighborhood uses for the subject property, which allows predominantly single-family detached homes or duplexes with some mix of non-residential uses. The existing single family use remains unchanged and is in conformance with the Comprehensive Plan.

4. An exception is being requested to allow the pool to encroach into the required five (5) foot side setback by two (2) feet, resulting in a three (3) foot setback from the side property line.

5. The pool and surrounding construction has been inspected and approved by the Inspections Department. In addition to the deck around the pool, a retaining wall was built on the property line with a wrought iron fence on top.

<table>
<thead>
<tr>
<th>Required in R-6</th>
<th>Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minimum Setback from Property Line for a Pool</td>
<td>5 feet</td>
</tr>
</tbody>
</table>

6. The site plan only allows the exception for the pool from the side setback. All construction must still be permitted if the zoning request is approved.

7. A total of 23 public notices were mailed. Staff has not received any responses in support of or in opposition to this request.

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

Recommendation

The ordinance be adopted per the recommendation of the Planning and Zoning Commission.
Ordinance - Zoning Case #ZC19-0094 - Considering a Zoning Change from HCD-CMU (Heritage Crossing District -Corridor Mixed Use Subdistrict) Uses to S-P-1 (Detailed Site Plan) District for HCD-CMU (Heritage Crossing District - Corridor Mixed Use Subdistrict) Uses - Approximately 0.38 Acres Located at 701 E. Irving Boulevard - Blue Lake Spirits LLC, Applicant - Long Oil Company, Inc., Owner

Administrative Comments

1. The Planning and Zoning Commission Hearing Date and Recommendation: January 20, 2020 – Favorable 8-0 (Commissioner Patel, absent) subject (a) to removal of the storage shed on the east side of the building and placing parking in this area, and (b) adding landscaping in front of the building after completion of reconstruction of Irving Boulevard.

2. The 2017 Imagine Irving Comprehensive Plan Future Land Use Map recommends Main Street uses for this property. This land use category is described as mixed-use walking district with single and multi-story buildings, with on street parking. The requested zoning is in conformance with the Comprehensive Plan.

3. The applicant is seeking to convert a portion of the existing building into a 2,200 square foot convenience store. The 4800 sq. ft. remainder of the building will remain used for warehousing.

4. The City’s Convenience Store Standards require that buildings being changed from another use to a convenience store use be brought into compliance with all current standards for landscaping, screening, parking, loading, building and other codes, and accessibility requirements prior to receiving a certificate of occupancy. While the retail use is allowed under the existing zoning, Section 52-32f (h)(2) of the Heritage Crossing District form based code requires a minimum three-foot tall vegetative screen to be placed between the parking lot and Irving Boulevard. The applicant is requesting to not install this parking lot screening at this time due to the pending reconstruction of Irving Blvd. and the uncertainty of how that may affect his driveways and parking.

5. Section 52-32f (f)(2) of the Heritage Crossing District requires one off-street parking space per 300 square feet of retail space. 13 spaces are required for the convenience store and warehouse uses. The property is currently striped to accommodate approximately 15 parking spaces; five in front of the building and ten along the side and rear.

6. This site plan also clarifies that the existing building may remain at its current location, a maximum 55 feet from the front property line.

7. A total of 17 public notices were mailed. Staff has not received any written responses in support of or in opposition to this request.

8. The property owner across Irving Blvd. to the south spoke at the Planning and Zoning Commission hearing and expressed concerns about potential overflow parking onto her auto repair business.
9. The Planning and Zoning Commission recommendation includes the removal of a side storage building in order to provide additional parking spaces and installation of landscaping at the front of the building after completion of the Irving Boulevard reconstruction.

10. Since the property currently complies with the required parking, staff recommends approval of the applicant’s request without the stipulations recommended by the Commission.

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

**Recommendation**

The ordinance be adopted per the staff recommendation

**APPOINTMENTS AND REPORTS**

26 Mayor’s Report

Adjournment
The Irving City Council met in work session on January 15, 2020 at approximately 1:00 p.m. The following members were present/absent:

<table>
<thead>
<tr>
<th>Attendee Name</th>
<th>Organization</th>
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<th>Arrived</th>
</tr>
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<tbody>
<tr>
<td>Mayor Rick Stopfer</td>
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<td>Present</td>
<td></td>
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<td>Irving City Council</td>
<td>Councilman</td>
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<td>Allan Meagher</td>
<td>Irving City Council</td>
<td>Councilman</td>
<td>Present</td>
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<tr>
<td>Dennis Webb</td>
<td>Irving City Council</td>
<td>Councilman</td>
<td>Present</td>
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<tr>
<td>Phil Riddle</td>
<td>Irving City Council</td>
<td>Councilman</td>
<td>Present</td>
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<tr>
<td>J. Oscar Ward</td>
<td>Irving City Council</td>
<td>Councilman</td>
<td>Present</td>
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<tr>
<td>Al Zapanta</td>
<td>Irving City Council</td>
<td>Councilman</td>
<td>Present</td>
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<tr>
<td>Kyle Taylor</td>
<td>Irving City Council</td>
<td>Councilman</td>
<td>Present</td>
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<tr>
<td>Wm David Palmer</td>
<td>Irving City Council</td>
<td>Councilman</td>
<td>Present</td>
<td></td>
</tr>
</tbody>
</table>

DISCUSSION TOPIC

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

2  Citizen Comments on Items Listed on the Agenda
   The following citizens spoke on items listed on the agenda:

   - Kim Andres, 8800 Saddlehorn, Irving, TX - WS item No. 5
   - Richard Stewart Jr., 2327 Southern Oak Dr, Irving, TX - WS item No. 5
   - Marilyn Willems, 1315 Travis Circle N., Irving, TX-WS item No. 5
   - Mary Bongfeldt, 1533 Atlanta Dr, Irving, TX - WS item No. 9
   - Ariana Brendle, 601 Brickel Key, Miami, FL - WS item No. 5
   - Camille White, 3005 N. Britain Rd., Irving, TX - WS item No. 5
   - Bob Whitney, 513 Hanover Ln., Irving, TX - WS item No. 6
   - Anna Walther, 2906 Coronado, Irving, TX - WS item No. 5
   - Bob Bourgeois, 3604 Gentry Rd., Irving, TX WS item No. 5 & 6
   - Leo Hull, 400 LaVida Ct., Irving, TX WS item No. 6
   - Jack Spurlock, 1322 W. Irving Heights, Irving, TX - WS item No. 6
   - Anjaneya Perichana, 7337 Beranges Dr., Irving, TX WS item No. 5
   - Keerti Kirpalani, 8614 Ironwood Dr., Irving, TX WS item No. 5
   - Sharon Barbosa-Crain, 2608 Alan-a-Dale, Irving, TX WS item No. 5
   - Connie Dunn, 1634 Travis Circle S, Irving, TX WS item No. 5
   - Joseph Kobos, 601 N. Durango Circle, Irving, TX WS item No. 5
3 Review of Regular Agenda

CONSENT AGENDA

5 Ordinance -- Amending Ordinance No. 2019-10250 Providing Budget Adjustment #1 to the 2019-20 Fiscal Year Budget

Bret Starr, Finance Director, described the proposed budget adjustments.

8 Resolution -- Approving the First Amendment to the Consulting Agreement Between the City of Irving and M. Gale and Associates for Strategic Planning, Implementation and Coaching for a Total Amount of $56,000.00

Todd Hawkins, Executive Director of Arts and Culture, confirmed that the contract includes setting up fundraiser goals as well as implementation of the new museum.

10 Resolution -- Approving Addendum No. 1 to the Professional Services Agreement Between the City of Irving and Pacheco Koch Consulting Engineers, Inc., in the Amount of $1,459,505.00 for the Design of the Macarthur Blvd. (Metker St. to Byron Nelson Way) Street Improvements Project

David Springob, Engineering Manager, presented the proposed changes to the MacArthur Blvd. street improvements project.

Council and staff discussed the need for public input, the construction timeline and bidding process. Undergrounding the utilities was also discussed, and the questions was posed as to if some of the design work could be done by city staff.

14 Resolution -- Awarding a Contract to MSB Constructors, Inc., in the Amount of $1,734,350.00 for the Delaware Creek Trail Connector Project

Gene Moulden, CIP Planning Administrator, noted that the trail from Senter Park East to the Mountain Creek Preserve should begin in April or May.

15 Resolution -- Approving the Acquisition of a Vacant Lot on Lot 24, Block A, of Las Brisas Town Homes Addition, Located at 4236 Nia Drive in the Amount of $71,126.98

16 Resolution -- Approving the Acquisition of a Vacant Lot on Lot 23, Block A, of Las Brisas Town Homes Addition, Located at 4240 Nia Drive in the Amount of $71,126.98

Councilman Meagher asked for more information on the appraisals of the acquisitions for items 15 and 16.
Mayor Stopfer noted items 15 and 16 will be postponed while staff get more information.

17 Resolution -- Approving the Acquisition of Two Road Right-Of-Way Easements on 1905 Hard Rock Road in the Amount of $209,360.00

18 Resolution -- Approving the Acquisition of a Road Right-Of-Way Easement on 1406 Hard Rock Road in the Amount of $12,360.00

19 Resolution -- Approving the Acquisition of a Road Right-Of-Way Easement on 1418 Hard Rock Road in the Amount of $14,280.00

Pat Lamers, Capital Improvements Program Director, provided additional information on items 17, 18, and 19.

42 Resolution -- Approving an Amended and Restated Economic Development Incentive Agreement, through the Corridor Enhancement Incentive Program, and an Associated Parking Facility Lease with SMB Staffing, LLC, for Property Located at 124 S Hastings Street, Extending Completion Deadline.

Imelda Speck, Economic Development Project Manager, gave additional information on the extended agreement.

ZONING CASES AND COMPANION ITEMS

44 Resolution -- Temporary Use Permit G1911-0014 - to Allow a Charity Event and a St. Patrick's Day Event with Outdoor Food and Alcohol Sales at the Property Located at 5220-5250 N. O'Connor Boulevard for February 29, 2020 and March 14, 2020 - the Ginger Man, Applicant

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

45 Ordinance -- Zoning Case #ZC19-0021 - Considering a Zoning Change from R-6 (Single Family) District to S-P-2 (Generalized Site Plan) District for R-6 (Single Family) Uses - Approximately 0.24 Acres Located at 2820 Vassar Drive - Marcos Adrian Reyes, 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.

46 Ordinance -- Zoning Case #ZC19-0082 - Considering a Zoning Change from S-P-2 (Generalized Site Plan) District for C-N (Neighborhood Commercial) Uses to S-P-1 (Detailed Site Plan) District for C-N (Commercial Neighborhood) and Wireless Telecommunications Facility Uses - Approximately 0.036 Acres Located 328 E. Grauwyler Road - Wild West Towers Corporation, Applicant - Salvation Army of North Texas, 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 ZC19-0084 - Considering a Zoning Change 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) Uses to Allow the Outside Storage of Shipping Containers - Approximately 18.27 Acres Located at 4100 West Airport Freeway - Wal-Mart Real Estate, Owner - Kimley-Horn, Applicant

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.

4 Legislative Update

Snapper Carr with Focused Advocacy, presented a legislative update outlining expected bills that may affect the city during the 2021 legislative session. Topics included redistricting, lobbying, economic development incentives, SB 2, short-term rentals and outreach and engagement strategies Focused Advocacy will utilize before the legislature convenes in 2021.

5 2020 Bond Election Projects Discussion

Jeff Litchfield, Chief Financial Officer, gave an overview of Council’s previous discussions on the various proposed bond projects, noting the consensus in December was for various projects totaling $504,580,000. He presented an update on the estimated cost for the public safety complex, the debt service tax rate, the inflation factor, and the expected increase to maintenance and operations costs associated with the planned bond projects.

Council and staff discussed whether or not to include projected inflation cost in the total project costs listed in the proposition language given to the voters.

It was the consensus of the Council to move forward with the inflation cost included in the project costs with a new project costs totaling $563,000,000, including funding for a new roof for the Arts Center.

6 Rental Registration Ordinance

Teresa Adrian, Code Enforcement Director, presented an update on an rental registration ordinance and reviewed the draft ordinance based on council discussions.

It was the consensus of the Council to bring the proposed ordinance back to Council at a future meeting for a vote.
7 Economic Development Incentive Policy Amendments
This item was not discussed at this meeting.

8 313 W. Irving Boulevard Update
Imelda Speck, Economic Development Project Manager, provided an update on the planned development for 313 W. Irving Boulevard.

9 Low Income Housing Tax Credit (LIHTC) Overview
Steve Reed, Planning & Community Development Director, presented an overview of the Low Income Housing Tax Credit program. He noted staff has received three new applicants for the program and these will come back to Council at a future meeting.

EXECUTIVE SESSION
Council convened into executive session pursuant Section 551.071, Section 551.074, and Section 551.087 of the Texas Local Government Code at approximately 3:25 p.m.

10 Legal Advice - Communications Tower Group, LLC V. City of Irving
Open Meetings Act § 551.071

11 Economic Development Negotiations - Verizon Hidden Ridge –
Open Meetings Act § 551.087

12 Personnel - City Secretary
Open Meetings Act § 551.074

Item 12, Personnel - City Secretary, was postponed.

Council reconvened from executive session at approximately 3:55 p.m.

Council adjourned the meeting at 6:05 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, January 16, 2020 at approximately 7:00 p.m. The following members were present / absent:

<table>
<thead>
<tr>
<th>Attendee Name</th>
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<td>Dennis Webb</td>
<td>Irving City Council</td>
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<td>Phil Riddle</td>
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<td>J. Oscar Ward</td>
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<td>Al Zapanta</td>
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<td>Kyle Taylor</td>
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<td>Wm David Palmer</td>
<td>Irving City Council</td>
<td>Councilman</td>
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**ORGANIZATIONAL SERVICE ANNOUNCEMENTS**

Gary Schepf, 3137 Kathy Lane, Irving, TX – Mr. Schepf invited the Mayor and Council to an Archeological Dig into the Irving Archives on Monday, January 27, 2020, and view what the citizens of Irving have contributed to the City.

**INVOCATION**

The invocation was delivered by Reverend Doug Fox, First United Methodist Church, Irving, Texas.

**PLEDGE OF ALLEGIANCE**

The pledge of allegiance was led by the following students from Keyes Elementary School:
- George Negrete, 5th grade
- Jarely Bueno, 5th grade
- Mateo Reyes, 5th grade
- Kaylee de la Rosa, 5th grade

**PROCLAMATIONS**

There were no ceremonious items on tonight’s agenda.
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.

Pradeep Thyaranayak, Stonegate Community, Irving, TX – Mr. Thyaranayak spoke regarding his opposition to the Goody Goody Liquor Store being built and the traffic congestion it will cause.

Prasad Garionella, 3752 Coldstream Dr., Irving, TX – Mr. Garionella spoke regarding his opposition to the Goody Goody Liquor Store being built and his concern that there will be an increase in crime.

Kannan Seerangan, 7650 Bent Branch Dr., Irving, TX – Mr. Seerangan spoke regarding his opposition to the Goody Goody Liquor Store being built and his concern for the daycare facilities in the same area.

Michael McPhail, 805 Dixon, Irving, TX – Mr. McPhail spoke regarding the Bond Election.

Sharon Barbosa-Crain, 2608 Alan-a-Dale, Irving, TX – Ms. Barbosa-Crain spoke regarding the Bond Election.

Emma West, 3639 W. Northgate #152, Irving, TX – Ms. West spoke regarding affordable housing or the lack thereof in Irving.

Malik Alugandula, Stonegate Community, Irving, TX – Mr. Alugandula spoke regarding his opposition to the Goody Goody Liquor Store being built and his concern that there will be a decline in property value.

Anji Pericharla, 7337 Beranger Dr., Irving, TX – Mr. Pericharla spoke regarding his opposition to the Goody Goody Liquor Store being built on 3340 W. Royal Lane, and spoke regarding the lack of improvement on the Parkside Improvement project.

Tom Zielinski, 2717 Conflans Rd., Irving, TX – Mr. Zielinski spoke regarding the Bond Election.

Scott Geppert, 7759 La Haye Dr., Irving, TX – Mr. Geppert spoke regarding his opposition to the Goody Goody Liquor Store being built.

Venkat Balakrishnan, 3626 Ohain Dr., Irving, TX – Mr. Balakrishnan spoke regarding traffic concerns at the intersection of Beltline and Hwy 114 (outside of Stonegate Community).
Jearlene Miller, 2801 N. Britain Rd., Irving, TX – Ms. Miller spoke regarding the Jackie Townsell Bear Creek Heritage Center.

Jefferson Braga, 1327 Etain Rd., Irving, TX – Mr. Braga requested that the Parks and Recreation Department add fruit trees and vegetable gardens to recreation projects.

Jan Hart, 1505 Phillip Ct., Irving, TX – Ms. Hart spoke regarding Bond funding for the Jackie Townsell Heritage Center.

Viroopaksha Velishala, 3808 Ozark Dr., Irving, TX – Mr. Velishala spoke regarding his opposition to the Goody Goody Liquor Store being built.

**CITY COUNCIL AGENDA**

1 City Operations Update

Chris Hillman, City Manager, presented the Food for Thought Service Program, which supplies food to students. Crystal Scanio, the Irving Schools Foundation, manages the program and recognized the City, corporate sponsors and various organizations for their donations and volunteer work.

David Springob, City Engineering Manager, provided additional information on agenda item 10, Approving Addendum No. 1 to the Professional Services Agreement Between the City of Irving and Pacheco Koch Consulting Engineers, Inc., in the Amount of $1,459,505.00 for the Design of the Macarthur Blvd. (Metker St. to Byron Nelson Way) Street Improvements Project.

**CONSENT AGENDA**

Motioned by Councilman Ward, seconded by Councilman Zapanta to approve consent agenda items 2-42 and pull item(s) 8, 17, 18 and 19 for individual consideration and postpone item(s) 15, 16, and 20 to the January 30, 2020 council meeting.

Motion approved 9-0.

2 Approving Minutes for Monday, December 02, 2019

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<th>RESULT:</th>
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<td>MOVER:</td>
<td>J. Oscar Ward, Councilman</td>
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<td>SECONDER:</td>
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<td>AYES:</td>
<td>Stopfer, Danish, Meagher, Webb, Riddle, Ward, Zapanta, Taylor, Palmer</td>
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Packet Pg. 34
3  Approving Minutes for Wednesday, December 11, 2019

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

4  Approving Minutes for Thursday, December 12, 2019

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

5  Ordinance No. ORD-2020-10299 -- Amending Ordinance No. 2019-10250 Providing Budget Adjustment #1 to the 2019-20 Fiscal Year Budget

RESULT: ADOPTED [UNANIMOUS]
MOVER: J. Oscar Ward, Councilman
SECONDER: Al Zapanta, Councilman
AYES: Stopfer, Danish, Meagher, Webb, Riddle, Ward, Zapanta, Taylor, Palmer
6 Resolution No. RES-2020-1 -- Approving the First Amendment to the Amended and Restated Interlocal Agreement Between the City of Irving Tax Increment Reinvestment Zone Number One (TIF #1), City of Irving, and the Dallas County Utility Reclamation District (DCURD) Concerning Accelerated Waterway Maintenance and APT System Improvements

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

7 Resolution No. RES-2020-2 -- Approving Special Events Permits for 2020 City of Irving Citywide Special Events, to Include Citywide Egg Hunt, Concert Series, Frost Fest, Independence Day Parade, Independence Day Fireworks, Laughs by the Lake, and Taste of Irving

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

8 Resolution No. RES-2020-3 -- Approving the First Amendment to the Consulting Agreement Between the City of Irving and M. Gale and Associates for Strategic Planning, Implementation and Coaching for a Total Amount of $56,000.00

Motioned by Councilman Ward, no second to approve a Resolution -- Approving the First Amendment to the Consulting Agreement Between the City of Irving and M. Gale and Associates for Strategic Planning, Implementation and Coaching for a Total Amount of $56,000.00.

Motion left on the table for lack of a second.

Motioned by Councilman Zapanta, seconded by Councilman Palmer to Postpone a Resolution -- Approving the First Amendment to the Consulting Agreement Between the City of Irving and M. Gale and Associates for Strategic Planning, Implementation and Coaching for a Total Amount of $56,000.00.
Motion approved: 8-1.

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

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<td>NAYS:</td>
<td>J. Oscar Ward</td>
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9 Resolution No. RES-2020-4 -- Approving an Interlocal Agreement with the North Central Texas Council of Governments (NCTCOG) and the Cities of Arlington, Dallas, Fort Worth, and Grand Prairie for the Fort Worth to Dallas Regional Veloweb Trail Branding and Marketing Initiative and Authorizing Matching Funds in the Amount of $25,000

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10 Resolution No. RES-2020-5 -- Approving Addendum No. 1 to the Professional Services Agreement Between the City of Irving and Pacheco Koch Consulting Engineers, Inc., in the Amount of $1,459,505.00 for the Design of the Macarthur Blvd. (Metker St. to Byron Nelson Way) Street Improvements Project

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11 Resolution No. RES-2020-6 -- Approving a Professional Services Agreement Between the City of Irving and Teague, Nall & Perkins, Inc., in the Amount of $393,900.00 for the Alignment and Drainage Analysis of the University Hills Basin and Delaware Creek Basin Wastewater Improvements and Delaware Creek Floodplain Study

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

12 Resolution No. RES-2020-7 -- Awarding a Contract to SYB Construction Company, Inc. in the Amount of $1,056,924.00 for the Bear Creek Wastewater Aerial Crossing Rehabilitation Project

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

13 Resolution No. RES-2020-8 -- Approving a Project Specific Agreement to the Master Agreement Governing Major Capital Improvement Program with Dallas County for the Purpose of Transportation Improvements on the Delaware Creek Trail

RESULT: ADOPTED [UNANIMOUS]
MOVER: J. Oscar Ward, Councilman
SECONDER: Al Zapanta, Councilman
AYES: Stopfer, Danish, Meagher, Webb, Riddle, Ward, Zapanta, Taylor, Palmer
14 Resolution No. RES-2020-9 -- Awarding a Contract to MSB Constructors, Inc., in the Amount of $1,734,350.00 for the Delaware Creek Trail Connector Project

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

15 Resolution No. RES-2020-10 -- Approving the Acquisition of a Vacant Lot on Lot 24, Block A, of Las Brisas Town Homes Addition, Located at 4236 Nia Drive in the Amount of $71,126.98

RESULT: POSTPONED [UNANIMOUS] Next: 1/30/2020 7:00 PM
MOVER: J. Oscar Ward, Councilman
SECONDER: Al Zapanta, Councilman
AYES: Stopfer, Danish, Meagher, Webb, Riddle, Ward, Zapanta, Taylor, Palmer

16 Resolution No. RES-2020-11 -- Approving the Acquisition of a Vacant Lot on Lot 23, Block A, of Las Brisas Town Homes Addition, Located at 4240 Nia Drive in the Amount of $71,126.98

RESULT: POSTPONED [UNANIMOUS] Next: 1/30/2020 7:00 PM
MOVER: J. Oscar Ward, Councilman
SECONDER: Al Zapanta, Councilman
AYES: Stopfer, Danish, Meagher, Webb, Riddle, Ward, Zapanta, Taylor, Palmer
17 Resolution No. RES-2020-12 -- Approving the Acquisition of Two Road Right-Of-Way Easements on 1905 Hard Rock Road in the Amount of $209,360.00

Pat Lamers, Interim Director CIP, provided additional information on items 17, 18 and 19.

Motioned by Councilman Meagher, seconded by Councilman Danish to postpone Resolution -- Approving the Acquisition of Two Road Right-Of-Way Easements on 1905 Hard Rock Road in the Amount of $209,360.00 to the January 30, 2020 council meeting.

Motion approved 9-0.

RESULT: POSTPONED [UNANIMOUS]
Next: 1/30/2020 7:00 PM
MOVER: Allan Meagher, Councilman
SECONDER: John C. Danish, Councilman
AYES: Stopfer, Danish, Meagher, Webb, Riddle, Ward, Zapanta, Taylor, Palmer

18 Resolution No. RES-2020-13 -- Approving the Acquisition of a Road Right-Of-Way Easement on 1406 Hard Rock Road in the Amount of $12,360.00

Motioned by Councilman Meagher, seconded by Councilman Danish to postpone Resolution -- Approving the Acquisition of a Road Right-Of-Way Easement on 1406 Hard Rock Road in the Amount of $12,360.00 to the January 30, 2020 council meeting.

Motion approved 9-0.

RESULT: POSTPONED [UNANIMOUS]
Next: 1/30/2020 7:00 PM
MOVER: Allan Meagher, Councilman
SECONDER: John C. Danish, Councilman
AYES: Stopfer, Danish, Meagher, Webb, Riddle, Ward, Zapanta, Taylor, Palmer
19  Resolution No. RES-2020-14 -- Approving the Acquisition of a Road Right-Of-Way Easement on 1418 Hard Rock Road in the Amount of $14,280.00

Motioned by Councilman Meagher, seconded by Councilman Danish to postpone Resolution -- Approving the Acquisition of a Road Right-Of-Way Easement on 1418 Hard Rock Road in the Amount of $14,280.00 to the January 30, 2020 council meeting.

Motion approved 9-0.

RESULT: POSTPONED [UNANIMOUS]  
Next: 1/30/2020 7:00 PM
MOVER: Allan Meagher, Councilman
SECONDER: John C. Danish, Councilman
AYES: Stopfer, Danish, Meagher, Webb, Riddle, Ward, Zapanta, Taylor, Palmer

20  Resolution No. RES-2020-15 -- Approving the Acquisition of a Public Utility Easement on Parcel 115-NA12, Located at 3215 Spur 482 in the Amount of $161,500.00

Staff requested this item will be postponed to January 30, 2020.

RESULT: POSTPONED [UNANIMOUS]  
Next: 1/30/2020 7:00 PM
MOVER: J. Oscar Ward, Councilman
SECONDER: Al Zapanta, Councilman
AYES: Stopfer, Danish, Meagher, Webb, Riddle, Ward, Zapanta, Taylor, Palmer
21 Resolution No. RES-2020-16 -- Approving the Acquisition of a Public Utility Easement on Parcel 115-18, Located at 2000 E. Airport Freeway in the Amount of $10,000.00

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

22 Resolution No. RES-2019-460 -- Approving Change Order No. 2 for the Convention Center Hotel Design-Build Contract with Austin Commercial LP and Garfield Public/Private LLC, reducing the Final Guaranteed Maximum Price in the Amount of $507,983.00

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

23 Resolution No. RES-2020-17 -- Approving an Amended and Restated Economic Development Incentive Agreement Between the City of Irving and Flowserve Corporation in an Amount Dependent Upon Annual Qualification

RESULT: ADOPTED [UNANIMOUS]
MOVER: J. Oscar Ward, Councilman
SECONDER: Al Zapanta, Councilman
AYES: Stopfer, Danish, Meagher, Webb, Riddle, Ward, Zapanta, Taylor, Palmer
24 Resolution No. RES-2020-18 -- Approving Event Support Agreement with Religious Conference Management Association (RCMA), in the Amount of $7,098.00 for the Site of Their 2020 Annual Emerge Conference

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

25 Resolution No. RES-2020-19 -- Approving Additional Spending for Cellular and Wireless Data Services from Cellco Partnership Dba Verizon Wireless, in the Total Estimated Amount of $260,000.00 through the State of Texas Department of Information Resources (DIR) Cooperative Purchasing Program

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

26 Resolution No. RES-2020-20 -- Approving a Vendor/Member Contract Pursuant to a Cooperative Purchasing Agreement between the City of Irving and W. W. Grainger, Inc., and Authorizing As-Needed Expenditures in the Total Estimated Amount of $150,000.00 for Maintenance, Repair and Operations (MRO) Items through Sourcewell

| RESULT: ADOPTED [UNANIMOUS] |
| MOVER: J. Oscar Ward, Councilman |
| SECONDER: Al Zapanta, Councilman |
| AYES: Stopfer, Danish, Meagher, Webb, Riddle, Ward, Zapanta, Taylor, Palmer |
27 Resolution No. RES-2020-21 -- Approving and Accepting the Bids of Petra Chemical Acquisition Company, LLC dba DCC, Matheson Tri-Gas, and Leslie's Poolmart, Inc., in the Total Estimated Amount of $70,000.00 for Swimming Pool Chemicals and Gas Cylinders

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

28 Resolution No. RES-2020-22 -- Approving a Vendor/Member Contract Pursuant to a Cooperative Purchasing Agreement between the City of Irving and Holt Texas Ltd., and Authorizing As-Needed Purchases in the Estimated Amount of $330,000.00 for Repairs and Parts for Caterpillar Equipment through the State of Texas Local Government Statewide Cooperative Purchasing Program (BuyBoard)

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

29 Resolution No. RES-2020-23 -- Approving Spending for As-Needed Repairs from Glass Doctor of North Texas in an Amount Not to Exceed $175,000.00 for Glass and Storefront Repair Services through the State of Texas Local Government Statewide Cooperative Purchasing Program (BuyBoard)

RESULT: ADOPTED [UNANIMOUS]
MOVER: J. Oscar Ward, Councilman
SECONDER: Al Zapanta, Councilman
AYES: Stopfer, Danish, Meagher, Webb, Riddle, Ward, Zapanta, Taylor, Palmer
Resolution No. RES-2020-24 -- Approving Amendment No. 1 to the Professional Services Agreement between the City of Irving and Alliance Geotechnical Group in the Total Estimated Amount of $1,500,000.00 for Renewal of the Geotechnical Engineering & Construction Materials Testing & Inspections Contract

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

Resolution No. RES-2020-25 -- Approving Additional Expenditures in the Total Estimated Amount of $187,500.00 and Renewing the Contract with NPL Construction Company in the Total Estimated Amount of $937,500.00 for an Annual Concrete Contract

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

Resolution No. RES-2020-26 -- Approving and Accepting the Bid of NPL Construction Company in the Total Estimated Amount of $1,500,000.00 for an Annual Contract to Provide Concrete Repair of Sidewalks, Utility Cuts, Streets and Alleys

RESULT: ADOPTED [UNANIMOUS]
MOVER: J. Oscar Ward, Councilman
SECONDER: Al Zapanta, Councilman
AYES: Stopfer, Danish, Meagher, Webb, Riddle, Ward, Zapanta, Taylor, Palmer
33 Resolution No. RES-2020-27 -- Approving the Purchase from Sam Pack's Five Star Ford of Various Vehicles in the Total Estimated Amount of $271,092.00 through an Interlocal Cooperative Purchasing Agreement with Tarrant County

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

34 Resolution No. RES-2020-28 -- Approving the Purchase of Various Vehicles from James Wood Autopark in the Total Estimated Amount of $918,776.15 through an Interlocal Cooperative Purchasing Agreement with the City of Denton

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

35 Resolution No. RES-2020-29 -- Approving and Accepting the Bid of AutoNation Chevrolet in an Amount Not to Exceed $70,000.00 Annually for GM/Chevrolet Parts

RESULT: ADOPTED [UNANIMOUS]
MOVER: J. Oscar Ward, Councilman
SECONDER: Al Zapanta, Councilman
AYES: Stopfer, Danish, Meagher, Webb, Riddle, Ward, Zapanta, Taylor, Palmer
36 Resolution No. RES-2020-30 -- Approving and Accepting the Bid of Martin Eagle Oil Company, Inc., in the Estimated Amount of $2,900,000.00 Annually for Unleaded Gasoline, Diesel and Biodiesel Fuels

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

37 Resolution No. RES-2020-31 -- Approving a Vendor/Member Contract Pursuant to a Cooperative Purchasing Agreement Between the City of Irving and E. F. Johnson Company, and Authorizing As-Needed Expenditures in the Total Estimated Amount of $1,110,000.00 for Radio Communication/Emergency Response & Mobile Interoperability Equipment through the Houston-Galveston Area Council of Governments (H-GAC) Interlocal Cooperative Purchasing Program

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

38 Resolution No. RES-2020-32 -- Approving a Vendor/Member Contract Pursuant to a Cooperative Purchasing Agreement Between the City of Irving and L3 Harris Technologies, Inc., and Authorizing As-Needed Expenditures in the Total Estimated Amount of $500,000.00 for Radio Communication/Emergency Response & Mobile Interoperability Equipment through the Houston-Galveston Area Council of Government (H-GAC) Interlocal Cooperative Purchasing Program

RESULT: ADOPTED [UNANIMOUS]
MOVER: J. Oscar Ward, Councilman
SECONDER: Al Zapanta, Councilman
AYES: Stopfer, Danish, Meagher, Webb, Riddle, Ward, Zapanta, Taylor, Palmer
### Resolution No. RES-2020-33 -- Approving a Vendor/Member Contract Pursuant to a Cooperative Purchasing Agreement Between the City of Irving and SHI Government Solutions, Inc., and Authorizing As-Needed Expenditures in an Amount Not to Exceed $300,000.00 for Hardware, Hardware Components, Backup Supplies, and Software Licensing, Support, and Subscription Renewals through the State of Texas Local Government Statewide Purchasing Cooperative Program (BuyBoard)

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### Ordinance No. ORD-2020-10300 -- Calling a Regular Municipal Election to be Held on Saturday, May 2, 2020, for the Purpose of Electing the Position of Mayor and City Council Places Three (3) and Five (5), and Calling a Subsequent Run-Off Election, If Necessary

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### Ordinance No. ORD-2020-10301 -- Amending the Irving Policy Statement on Local Economic Development and Business Stimulation Incentives to Incorporate Revisions to the Corridor Enhancement Incentive Program, by Amending Section VII "Small Business Expansion Incentive Program" Subsection E "Corridor Enhancement Incentive Program" Relative to Completion Deadline

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Resolution No. RES-2020-34 -- Approving an Amended and Restated Economic Development Incentive Agreement, through the Corridor Enhancement Incentive Program, and an Associated Parking Facility Lease with SMB Staffing, LLC, for Property Located at 124 S Hastings Street, Extending Completion Deadline.

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

INDIVIDUAL CONSIDERATION

Ordinance No. ORD-2019-10293 -- Public Hearing and Second Reading – an Ordinance Amending Sections 41-56 and 41-57 of Article IX Entitled “Municipal Drainage Utility System” of Chapter 41 Entitled “Water and Sewer Systems” of the Code of Civil and Criminal Ordinances of the City of Irving, Texas, Setting a New Schedule of Drainage Fees; Providing for Penalty; Providing a Severability Clause; and Providing an Effective Date

Mayor Stopfer opened the public hearing at approximately 8:32 p.m.
No one signed up to speak on this item at tonight’s meeting.
Mayor Stopfer closed the public hearing at approximately 8:32 p.m.

Motioned by Councilman Palmer, seconded by Councilman Taylor to Approve Ordinance -- Public Hearing and Second Reading - an Ordinance Amending Sections 41-56 and 41-57 of Article IX Entitled “Municipal Drainage Utility System” of Chapter 41 Entitled “Water and Sewer Systems” of the Code of Civil and Criminal Ordinances of the City of Irving, Texas, Setting a New Schedule of Drainage Fees; Providing for Penalty; Providing a Severability Clause; and Providing an Effective Date.
Motion approved 9-0.

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

44 Resolution No. RES-2020-35 -- Temporary Use Permit G1911-0014 - to Allow a Charity Event and a St. Patrick's Day Event with Outdoor Food and Alcohol Sales at the Property Located at 5220-5250 N. O'Connor Boulevard for February 29, 2020 and March 14, 2020 - the Ginger Man, Applicant

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

The following individual(s) signed up to speak in support of this item:
Maygen Hiser, 5250 N. O'Connor Blvd, Suite 146, Irving, TX
Christy Zirnheld, 604 Sonora Ct., Irving, TX

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

Motioned by Councilman Taylor, seconded by Councilman Palmer to Approve Resolution -- Temporary Use Permit G1911-0014 - to Allow a Charity Event and a St. Patrick's Day Event with Outdoor Food and Alcohol Sales at the Property Located at 5220-5250 N. O'Connor Boulevard for February 29, 2020 and March 14, 2020 - the Ginger Man, Applicant.

Motion approved 9-0.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Kyle Taylor, Councilman
SECONDER: Wm David Palmer, Councilman
AYES: Stopfer, Danish, Meagher, Webb, Riddle, Ward, Zapanta, Taylor, Palmer
City Council Meeting
January 16, 2020

45 **Ordinance No. ORD-2020-10302** -- Zoning Case #ZC19-0021 - Considering a Zoning Change from R-6 (Single Family) District to S-P-2 (Generalized Site Plan) District for R-6 (Single Family) Uses - Approximately 0.24 Acres Located at 2820 Vassar Drive - Marcos Adrian Reyes, Applicant/Owner

Mayor Stopfer opened the public hearing at approximately 8:34 p.m.

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

Mayor Stopfer closed the public hearing at approximately 8:34 p.m.

Motioned by Councilman Ward, seconded by Councilman Zapanta to Approve Ordinance -- Zoning Case #ZC19-0021 - Considering a Zoning Change from R-6 (Single Family) District to S-P-2 (Generalized Site Plan) District for R-6 (Single Family) Uses - Approximately 0.24 Acres Located at 2820 Vassar Drive - Marcos Adrian Reyes, Applicant/Owner.

Motion approved 8-1.

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

RESULT: ADOPTED [8 TO 1]
MOVER: J. Oscar Ward, Councilman
SECONDER: Al Zapanta, Councilman
AYES: Stopfer, Danish, Meagher, Webb, Riddle, Ward, Zapanta, Palmer
NAYS: Kyle Taylor

46 **Ordinance No. ORD-2020-10303** -- Zoning Case #ZC19-0082 - Considering a Zoning Change from S-P-2 (Generalized Site Plan) District for C-N (Neighborhood Commercial) Uses to S-P-1 (Detailed Site Plan) District for C-N (Commercial Neighborhood) and Wireless Telecommunications Facility Uses - Approximately 0.036 Acres Located 328 E. Grauwyler Road - Wild West Towers Corporation, Applicant - Salvation Army of North Texas, Owner

Mayor Stopfer opened the public hearing at approximately 8:34 p.m.

The following individual(s) signed up to speak in support of this item:
Cheryl Srinivasan, 18619 Vista Del Sol Dr., Dallas, TX
John Gatz, 309 Bambarough Dr., Anna, TX, representing Wild West Towers
Gary Brundage, 960 Starkey Rd., Lango, FL 33771, representing Wild West Towers
Armando Acosta, 250 E. Grauwyler, Irving, TX
The following individual(s) signed up to speak in opposition of this item:
Barbara E. Smith, 1808 Lincolnshire Dr., Bedford, TX
Willie Smith, 1808 Lincolnshire Dr., Bedford, TX

Mayor Stopfer closed the public hearing at approximately 8:55 p.m.

Motioned by Councilman Zapanta, seconded by Councilman Danish to Approve Ordinance -- Zoning Case #ZC19-0082 - Considering a Zoning Change from S-P-2 (Generalized Site Plan) District for C-N (Neighborhood Commercial) Uses to S-P-1 (Detailed Site Plan) District for C-N (Commercial Neighborhood) and Wireless Telecommunications Facility Uses - Approximately 0.036 Acres Located 328 E. Grauwyler Road - Wild West Towers Corporation, Applicant - Salvation Army of North Texas, Owner.

Motion approved 9-0.

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

47 Ordinance No. ORD-2020-10304 -- Zoning Case ZC19-0084 - Considering a Zoning Change 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) Uses to Allow the Outside Storage of Shipping Containers - Approximately 18.27 Acres Located at 4100 West Airport Freeway - Wal-Mart Real Estate, Owner - Kimley-Horn, Applicant

Mayor Stopfer opened the public hearing at approximately 9:01 p.m.

The following individual(s) signed up to speak in support of this item:
Warren Miller, 4800 W. Airport Frwy, Irving, TX

Mayor Stopfer closed the public hearing at approximately 9:02 p.m.
Motioned by Councilman Webb, seconded by Councilman Taylor to Approve Ordinance -- Zoning Case ZC19-0084 - Considering a Zoning Change 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) Uses to Allow the Outside Storage of Shipping Containers - Approximately 18.27 Acres Located at 4100 West Airport Freeway - Wal-Mart Real Estate, Owner - Kimley-Horn, Applicant.

Motion approved: 8-1.

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

RESULT: ADOPTED [8 TO 1]
MOVER: Dennis Webb, Councilman
SECONDER: Kyle Taylor, Councilman
AYES: Stopfer, Danish, Webb, Riddle, Ward, Zapanta, Taylor, Palmer
NAYS: Allan Meagher

APPOINTMENTS AND REPORTS

Resolution No. RES-2020-36 -- Casting City of Irving’s Vote for the Fourth Member of the Board of Directors of the Dallas Central Appraisal District in the Runoff Election

Motioned by Councilman Palmer, seconded by Councilman Taylor to Approve Resolution -- Casting City of Irving’s Vote for the Fourth Member of the Board of Directors of the Dallas Central Appraisal District in the Runoff Election.

Motion approved 9-0.

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

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

Adjournment

The meeting was adjourned at approximately 9:02 p.m.

___________________________
Richard H. Stopfer, Mayor

ATTEST:

______________________
Shanae Jennings, TRMC
City Secretary
AGENDA ITEM SUMMARY

Resolution -- Approving the Acquisition of a Vacant Lot on Lot 24, Block A, of Las Brisas Town Homes Addition, Located at 4236 Nia Drive in the Amount of $71,126.98

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: The City’s existing sewer line encroaches on an adjacent vacant lot belonging to Sumeer Homes Inc., and adversely impacts the landowner’s ability to construct future residences. Additionally, any proposed development within the lot would prevent Water Utilities from being able to access the sewer line for maintenance and/or repairs.

3. This item will be presented to the Transportation and Natural Resource Committee on February 12, 2020.

4. The purchase price for this 4,368 square foot vacant lot is $70,000, with an additional $1,126.98 being requested to cover closing expenses with, Republic Title of Texas, Inc. Therefore the total cost of acquisition is ($70,000 + $1,126.98) $71,126.98

5. Funding in the amount of $71,126.98 is available within the Water and Sewer Non-Bond CIP Fund.

Recommendation
Postpone to February 27, 2020.

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: Yes
TGC 2270 Verification Form Required: No

ATTACHMENTS:
Exhibit A - 4236 Nia Drive (PDF)
SETTLEMENT STATEMENT - 4236 Nia Drive (PDF)
SALES CONTRACT 4236 Nia Drive (PDF)
CURRENT YEAR FINANCIAL IMPACT:

50206014-700210-60CIP06010
Budget: $71,126.98   Actual: $71,126.98
Budget Adjustment/Transfer Required: No (If yes, please explain.)

REVISION INFORMATION:
Prepared: 12/30/2019 02:40 PM by Maria Guzman
Last Updated: 1/24/2020 11:07 AM by Maria Guzman
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 4.368 acre vacant lot of Lot 24, Block A of Las Brisas Town Homes Addition, located at 4236 Nia Drive and owned by Sumeer Homes Inc., in the Amount of $71,126.98, and the Mayor is authorized to execute said contract and any related closing and conveyance documents.

SECTION II. THAT funding for this expenditure is available in the Water and Sewer 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.


____________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

____________________________
Shanae Jennings
City Secretary

APPROVED AS TO FORM:

____________________________
Kuruvilla Oommen
City Attorney
PROPERTY DESCRIPTION: Lot 24, Block A of Las Brisas Town Homes, an addition to the City of Irving, Dallas County, Texas, according to the plat recorded in Volume 2003150, Page 1, Plat Records of Dallas County, Texas.

FLOOR NOTE: It is hereby noted that the property described herein is not within the 100-year flood zone as shown on the Federal Emergency Management Agency, Flood Insurance Rate Map Community-Event No. 081/01651, prepared Effective Date of map July 1, 2014, known property, subject to flood zone "C" (Highway)
Reporic Title of Texas, Inc.
2626 Howell Street, 10th Floor • Dallas, TX 75204
Office Phone:(214)855-8888 Office Fax:(214)855-8848

Buyer's Estimated Settlement Statement

File No: 1002-288189-RTT
Escrow Officer: Russell Dickson/TP
Estimated Settlement Date: 01/31/2020
Disbursement Date:

Property:
4236 Nia Drive, Irving, TX
Lot: 24

Buyer:
City of Irving, Texas, a municipal corporation
825 W. Irving Boulevard, Irving, TX 75060

Seller:
Sumeer Homes Inc., a Texas corporation
2404 Texas Drive, Suite 103, Irving, TX 75062

<table>
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<tr>
<th>Description</th>
<th>Buyer Charge</th>
<th>Buyer Credit</th>
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<td>Tax Certificate (Commercial) to Data Trace Information Services</td>
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<td>Overnight Fee to Republic Title of Texas, Inc</td>
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<td>1000 T-1T-1R Single OTP (R-1) to Republic Title of Texas, Inc.</td>
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<tr>
<td>Totals</td>
<td>71,126.98</td>
<td>71,126</td>
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</tbody>
</table>

See Attached Signatures
SIGNATURE ADDENDUM TO SETTLEMENT STATEMENT

FILE NO: 1002-288189-RTT
SELLER: Sumeer Homes Inc.
PURCHASER: City of Irving, Texas, a municipal corporation
SETTLEMENT OR ESCROW AGENT: Republic Title of Texas, Inc.  TIN: 75-1825384
ADDRESS OF SETTLEMENT AGENT: 2626 Howell Street, 10th Floor, Dallas, TX 75204

Purchaser understands the Closing or Escrow Agent has assembled this information representing
the transaction from the best information available from other sources and cannot guarantee the
accuracy thereof. Any real estate agent or lender involved may be furnished a copy of this
Statement. Purchaser understands that tax and insurance prorations and reserves were based on
figures for the preceding year or supplied by others or estimates for current year, and in the
event of any change for current year, all necessary adjustments must be made between
Purchaser and Seller direct.

The undersigned hereby authorizes Republic Title of Texas, Inc. to make expenditures and
disbursements as shown and approves same for payment. The undersigned also acknowledges
receipt of Loan Funds, if applicable, in the amount shown above and a receipt of a copy of this
Statement.

City of Irving, a Texas municipal corporation

By: __________________________________________
    Richard H. Stopfer, Mayor

Republic Title of Texas, Inc.

By: __________________________________________
    Russell Dickson, Sr. Vice President
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 WATER, SANITARY SEWER AND OTHER FACILITIES

All that certain tract, piece or parcel of land, lying and being situated at 4236 Nia Drive, Irving, Texas 75038 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:
   4,368 square feet (0.100 ac.) of property valued at
   (as approved by the City of Irving) ........................................... $70,000.

2. TOTAL COMPENSATION.................................................................. $70,000.

3. Seller will convey good and marketable title to the property via special warranty deed. 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.

4. Purchaser, at Purchaser's expense and option, will be responsible to obtain a Title Insurance Policy from a Title Company of their choice; Republic Title of Texas, Inc. 2626 Howell Street, 10th Floor, Dallas, Texas 75204 Attn: Toni Price at 214-855-8888. Any Seller requested exceptions to Title Insurance must be approved by the City Attorney of Irving.

5. Consideration to be paid upon the proper execution and delivery of the deed and closing.

The foregoing consideration to be paid to Seller shall be considered full compensation for said property.

EXECUTED this 12th day of December, 2019.

Sumeer Homes, Inc:

by: [Signature]

Name

Title

ACCEPTED BY
CITY OF IRVING, TEXAS

BY: __________________________________________

RICHARD H. STOPFER MAYOR

Packet Pg. 61
SPECIAL WARRANTY DEED

THE STATE OF TEXAS §
COUNTY OF DALLAS §

KNOW ALL MEN BY THESE PRESENTS:

THAT, Sumeer Homes Inc., (the “Grantor”), for and in consideration of the sum of $10.00 cash in hand paid by The City of Irving, Texas municipal corporation, (“Grantee”), whose address is 825 W. Irving Boulevard, Irving, Texas 75060, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor, has GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents does GRANT, BARGAIN, SELL and CONVEY unto Grantee, all of Grantor’s interests in that certain tract of real property situated at 4236 Nia Drive, Irving, Texas 75038, Dallas County, Texas, and described in Exhibit A attached hereto and made a part hereof for all purposes (the “Land”) and all buildings, fixtures and other improvements located on the Land, if any, together with all and singular the rights, privileges, hereditaments, and appurtenances pertaining to such real property (collectively, the “Property”).

For the same consideration, Grantor has GRANTED, BARGAINED, SOLD and CONVEYED and by these presents does GRANT, BARGAIN, SELL and CONVEY unto Grantee, without warranty, express or implied, any and all rights, titles, powers, privileges, easements, licenses, rights-of-way and interests, if any, of Grantor, either at law or in equity, in possession or in expectancy (i) in and to any real estate lying in the streets, highways, roads, alleys, rights-of-way in existence as of the date of this Deed abutting the Land (provided that if Grantor or an affiliate of Grantor owns property across from the Land and abutting any such street, highway, road, alley, right-of-way or sidewalk, then such rights, titles, powers, privileges, easements, licenses, rights of way and interests therein shall extend only to the midpoint of any such street, highway, road, alley, right-of-way or sidewalk; however, in no event shall this proviso limit Grantee’s right to use any street, road or highway), (ii) in and to any strips or gores of real estate adjoining the Land (provided as to (i) and (ii) that if Grantor or an affiliate of Grantor owns property across from the Land and abutting any such adjacent roads, alleys, easements, streets and rights-of-way and strips and gores, then such right, title, and interest therein shall extend only to the midpoint of any such adjacent roads, alleys, easements, streets, rights-of-way and strips and gores), and (iii) appurtenant or incident to any of the foregoing.
This conveyance is being made by Grantor and accepted by Grantee subject to all easements, restrictions, rights, reservations, encumbrances and other matters set forth in Exhibit B, attached hereto and made a part hereof for all purposes (collectively, the “Permitted Exceptions”), but only to the extent such Permitted Exceptions are valid and existing as of the date hereof.

TO HAVE AND TO HOLD the Property, subject to the Permitted Exceptions, together with, all and singular, the rights and appurtenances thereto in anywise belonging, to Grantee and Grantee’s successors and assigns forever; and subject only to the Permitted Exceptions, Grantor does hereby bind Grantor and Grantor’s successors and assigns to warrant and forever defend, all and singular, the Property unto the Grantee and Grantee’s successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

EXECUTED as of December 12, 2019.

GRANTOR: SUMEER HOMES, INC.
By: Suresh Sridharani
Printed Name: Suresh Sridharani
Title: President

GRANTEE: CITY OF IRVING, a Texas municipal corporation
BY:

Richard H. Stopfer, Mayor

ATTEST:
Shanae Jennings,
City Secretary

APPROVED AS TO FORM:
Kuruvilla Oommen
City Attorney
MAYOR'S 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 Richard H. Stopfer, Mayor of the City of Irving, Texas, a municipal corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said City of Irving, Texas, a municipal corporation, that he was duly authorized to perform the same by appropriate resolution or ordinance of the City Council of the City of Irving and that he executed the same as the act of the said City for purpose and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ______ day of ___________ , A.D. 20 ______

Notary Public In and For Dallas County, Texas

My Commission Expires:

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 SURESH SHRINSHARANI, of Surnee Homes, Inc. known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that (s)he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ______ day of ___________ , A.D. 20 ______

ALANA BAILEY
Notary Public, State of Texas

(seal)

My Commission Expires:
SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

Date: FEBRUARY 6, 2013

Grantor: CITY BANK
Grantor's Mailing Address: 7800 Preston Road, Suite 201
Plano, TX 75024

Grantee: SUNMER HOMES, INC.
Grantee's Mailing Address: 2404 Texas Drive, Suite 103
Irving, TX 75062

Consideration: the consideration of the sum of TEN AND NO/100--------
($10.00) DOLLARS and other valuable consideration to the undersigned
paid by the grantees herein named, the receipt of which is hereby
acknowledged;
the execution and delivery by the Grantees herein of their one certain
installment Vendor's Lien note of even date herewith, being in the
principal sum of $436,800.00, bearing interest as therein provided,
payable to the order of CITY BANK TEXAS, as therein provided; the
payment of which note is secured by the vendor's lien herein retained
and is additionally secured by a deed of trust of even date herewith to
KEVIN BASS, Trustee(s).

Property (including any improvements):

BEING LOTS 5-10, 13-19, and 33-37, BLOCK A, of LAS BRISAS TOWN HOMES, an
Addition to the City of Irving, Dallas County, Texas, according to the
Plat thereof recorded in Volume 2003150, Page 1, Map Records, Dallas
County, Texas.

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON YOU MAY
REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT
BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL
SECURITY NUMBER OR YOUR DRIVER’S LICENSE NUMBER.

Reservations from and Exceptions to Conveyance and Warranty:

This conveyance is made subject to any and all easements, restrictions,
covenants, conditions, mineral conveyances and outstanding mineral
interests, and reservations of record, if any, applicable to the herein
conveyed property or any part thereof. Taxes for the year 2013 and
subsequent years.

Grantor, for the consideration and subject to the reservations from
and exceptions to conveyance and warranty, grants, sells, and conveys to
Grantee the property, together with all and singular the rights and
appurtenances thereto in any wise belonging, to have and hold it to
Grantee, Grantee’s heirs, executors, administrators, successors, or
assigns forever. Grantor binds Grantor and Grantor’s heirs, executors,
administrators, and successors to warrant and forever defend all and
singular the property to Grantee and Grantee’s heirs, executors,
administrators, successors, and assigns against every person whomever
lawfully claiming or to claim the same or any part thereof, except as to
the reservations from and exceptions to conveyance and warranty, by,
through or under it, but not otherwise.

EXHIBIT B
The vendor's lien against and superior title to the property are retained until each note described is fully paid according to its terms, at which time this deed shall become absolute.

When the context requires, singular nouns and pronouns include the plural.

CITY BANK

[Signature]

HUNTER LORD, VICE-PRESIDENT

(Acknowledgment)

State of Texas
County of COLLIN

This instrument was acknowledged before me on the 22nd day of FEBRUARY, 2013 by: HUNTER LORD, VICE-PRESIDENT, CITY BANK.

[Signature]
Notary Public, State of Texas

PREPARED IN THE LAW OFFICE OF:

JAMES F. WIDENER, III, ATTORNEY
2404 TEXAS DRIVE #102
IRVING, TEXAS 75062

AFTER RECORDING, RETURN TO:

SUMMER HOMES, INC.
2404 TEXAS DRIVE, SUITE 103
IRVING, TX 75062

Filed and Recorded
Official Public Records
John F. Warren, County Clerk
Dallas County, TEXAS
04/17/2013 09:36:19 AM
$20.00
201300118364

EXHIBIT B
Resolution -- Approving the Acquisition of a Vacant Lot on Lot 23, Block A, of Las Brisas Town Homes Addition, Located at 4240 Nia Drive in the Amount of $71,126.98

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: The City’s existing sewer line encroaches on an adjacent vacant lot belonging to Sumeer Homes Inc., and adversely impacts the landowner’s ability to construct future residences. Additionally, any proposed development within the lot would prevent Water Utilities from being able to access the sewer line for maintenance and/or repairs.

3. This item will be presented to the Transportation and Natural Resource Committee on February 12, 2020.

4. The purchase price for this 4,787 square foot vacant lot is $70,000, with an additional $1,126.98 being requested to cover closing expenses with, Republic Title of Texas, Inc. Therefore the total cost of acquisition is ($70,000 + $1,126.98) $71,126.98

5. Funding in the amount of $71,126.98 is available within the Water and Sewer Non-Bond CIP Fund.

Recommendation

Postpone to February 27, 2020.

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: Yes
TGC 2270 Verification Form Required: No

ATTACHMENTS:

Exhibit A - 4240 Nia Drive  (PDF)
SALES CONTRACT - 4240 Nia Drive  (PDF)
SETTLEMENT STATEMENT - 4240 Nia Drive  (PDF)
CURRENT YEAR FINANCIAL IMPACT:

50206014-700210-60CIP06010  
Budget: $71,126.98  Actual: $71,126.98

REVISION INFORMATION:

Prepared: 12/30/2019 03:27 PM by Maria Guzman
Last Updated: 1/24/2020 11:11 AM by Maria Guzman
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 4.787 acre vacant lot of Lot 23, Block A of Las Brisas Town Homes Addition, located at 4240 Nia Drive and owned by Sumeer Homes Inc., in the Amount of $71,126.98, and the Mayor is authorized to execute said contract and any related closing and conveyance documents.

SECTION II. THAT funding for this expenditure is available in the Water and Sewer 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.


________________________________________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

________________________________________________________
Shanae Jennings
City Secretary

APPROVED AS TO FORM:

________________________________________________________
Kuruvilla Oommen
City Attorney
**Property Description:** Lot 23, Block A of Las Brisas Town Homes, as addition to the City of Irving, Dallas County, Texas, according to the plat recorded in Volume 2003/159, Page 1, Plat Records of Dallas County, Texas.

**Legend:**
- C.M.: Corner Marker
- F.I.R.: Front Line Right
- S.I.R.: Side Line Right
- F.L.R.: Front Line Left
- S.L.R.: Side Line Left
- 10' Sanitary Sewer & Drainage Easement
- 10' Utility Easement
- 15' Bldr. Line (per plat plan)
- 22' Garage Bldr. Line (per plat plan)
- 6' Bldr. Line

**Notes:**
- This survey was prepared against the bounds of a title survey, therefore no survey of old legal descriptions was performed. All property lines and boundaries are as shown on the plat.
- The survey was performed with due regard to the property's physical boundaries as shown on the plat. The property's dimensions are approximate.

**Client:** Sumeer Homes

**Surveyor:** Arthur W. Wesphall

**Date:** 02/15/2019

**Scale:** 1" = 100 ft.

**Client:** Sumeer Homes

**Surveyor:** Arthur W. Wesphall

**Date:** 02/15/2019
SALES CONTRACT

STATE OF TEXAS §
COUNTY OF DALLAS §

KNOW ALL MEN BY THESE PRESENTS:

THAT we, the undersigned, hereinafter called the "Sellers" 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 WATER, SANITARY SEWER AND OTHER FACILITIES

All that certain tract, piece or parcel of land, lying and being situated at 4240 Nia Drive, Irving, Texas 75038 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:
   4,787 square feet (0.109 ac.) of property valued at $70,000.
2. TOTAL COMPENSATION......................................................... $70,000.
3. Seller will convey good and marketable title to the property via special warranty deed. 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.
4. Purchaser, at Purchaser's expense and option, will be responsible to obtain a Title Insurance Policy from a Title Company of their choice; Republic Title of Texas, Inc. 2626 Howell Street, 10th Floor, Dallas, Texas 75204 Attn: Toni Price at 214-855-8888. Any Seller requested exceptions to Title Insurance must be approved by the City Attorney of Irving.
5. Consideration to be paid upon the proper execution and delivery of the deed and closing.

The foregoing consideration to be paid to Seller shall be considered full compensation for said property.

EXECUTED this 12th day of December 2019.

Sumeer Homes, Inc:

by: SURESH SHRIVASTAVA

Title: President

ACCEPTED BY

CITY OF IRVING, TEXAS

BY: RICHARD H. STOPFER-MAYOR

Attachment: SALES CONTRACT - 4240 Nia Drive (RES-2020-11: 41 Acq of Vacant Lot on Lot 23 Block A of Las Brisas Town Homes)
SPECIAL WARRANTY DEED

THE STATE OF TEXAS §
COUNTY OF DALLAS §

KNOW ALL MEN BY THESE PRESENTS:

THAT, Sumeer Homes Inc., (the “Grantor”), for and in consideration of the sum of $10.00 cash in hand paid by The City of Irving, Texas municipal corporation, (“Grantee”), whose address is 825 W. Irving Boulevard, Irving, Texas 75060, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor, has GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents does GRANT, BARGAIN, SELL and CONVEY unto Grantee, all of Grantor’s interests in that certain tract of real property situated at 4240 Nia Drive, Irving, Texas 75038, Dallas County, Texas, and described in Exhibit A attached hereto and made a part hereof for all purposes (the “Land”) and all buildings, fixtures and other improvements located on the Land, if any, together with all and singular the rights, privileges, hereditaments, and appurtenances pertaining to such real property (collectively, the “Property”).

For the same consideration, Grantor has GRANTED, BARGAINED, SOLD and CONVEYED and by these presents does GRANT, BARGAIN, SELL and CONVEY unto Grantee, without warranty, express or implied, any and all rights, titles, powers, privileges, easements, licenses, rights-of-way and interests, if any, of Grantor, either at law or in equity, in possession or in expectancy (i) in and to any real estate lying in the streets, highways, roads, alleys, rights-of-way in existence as of the date of this Deed abutting the Land (provided that if Grantor or an affiliate of Grantor owns property across from the Land and abutting any such street, highway, road, alley, right-of-way or sidewalk, then such rights, titles, powers, privileges, easements, licenses, rights of way and interests therein shall extend only to the midpoint of any such street, highway, road, alley, right-of-way or sidewalk; however, in no event shall this proviso limit Grantee’s right to use any street, road or highway), (ii) in and to any strips or gores of real estate adjoining the Land (provided as to (i) and (ii) that if Grantor or an affiliate of Grantor owns property across from the Land and abutting any such adjacent roads, alleys, easements, streets and rights-of-way and strips and gores, then such right, title, and interest therein shall extend only to the midpoint of any such adjacent roads, alleys, easements, streets, rights-of-way and strips and gores), and (iii) appurtenant or incident to any of the foregoing.
This conveyance is being made by Grantor and accepted by Grantee subject to all easements, restrictions, rights, reservations, encumbrances and other matters set forth in Exhibit B, attached hereto and made a part hereof for all purposes (collectively, the "Permitted Exceptions"), but only to the extent such Permitted Exceptions are valid and existing as of the date hereof.

TO HAVE AND TO HOLD the Property, subject to the Permitted Exceptions, together with, all and singular, the rights and appurtenances thereto in anywise belonging, to Grantee and Grantee's successors and assigns forever; and subject only to the Permitted Exceptions, Grantor does hereby bind Grantor and Grantor's successors and assigns to warrant and forever defend, all and singular, the Property unto the Grantee and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof..

EXECUTED as of December 12, 2019.

GRANTOR: SUMEER HOMES, INC.
By: [Signature]
Printed Name: Suresh Shridharani
Title: President

GRANTEE: CITY OF IRVING, a Texas municipal corporation

BY:

______________________________
Richard H. Stopfer, Mayor

ATTEST: APPROVED AS TO FORM:

______________________________
Shanae Jennings,
City Secretary

______________________________
Kuruvilla Oommen
City Attorney
MAYOR'S 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 Richard H. Stopfer, Mayor of the City of Irving, Texas, a municipal corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said City of Irving, Texas, a municipal corporation, that he was duly authorized to perform the same by appropriate resolution or ordinance of the City Council of the City of Irving and that he executed the same as the act of the said City for purpose and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the __________ day of ____________, A.D. 20____.

Notary Public In and For Dallas County, Texas

My Commission Expires:

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 SURESH BHIDHARANI of Sumeer Homes, Inc. known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that (s)he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 10th day of __Dec____, A.D. 2019.

Notary Public, State of Texas

My Commission Expires:
**PROPERTY DESCRIPTION:** Lot 23, Block A of Las Brisas Town Homes, an addition to the City of Irving, Dallas County, Texas, according to the plat recorded in Volume 2001-150, Page 1, Plat Records of Dallas County, Texas.

**LEGEND:**
- C.M. = Controlling Monument
- P.I.R. = Found Iron Rod
- T.P.P. = Total Station Point
- T.C.P. = Plotted Control Point

**NOTES:**
1. The survey was prepared without the benefit of a prior survey, therefore no review of original monuments was performed on subject property. The purpose of the survey is to locate monuments on subject property, therefore all other improvements may not be shown.
2. The accuracy of the survey is based on the above referenced surveyed map or plat noted elsewhere herein.
3. The survey is for reference only.

**FLOOD NOTE:** It is my opinion that the property described herein is not within the 100-year flood zone area according to the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map. Community Flood ID No. 4916600000342, effective Effective Date of June 1, 2014, shows property within Zone "C" (Substandard).
ELECTRONICALLYRecorded 201300118364
04/17/2013 09:35:19 AM DEED 1/2

SPECIAL WARRANTY DEED WITH VENDOR’S LIEN

Date: FEBRUARY 6, 2013

Grantor: CITY BANK

Grantor’s Mailing Address: 7800 Preston Road, Suite 201
Plano, TX 75024

Grantee: SUMMER HOMES, INC.

Grantee’s Mailing Address: 2404 Texas Drive, Suite 103
Irving, TX 75062

Consideration: the consideration of the sum of TEN AND NO/100------
($10.00) DOLLARS and other valuable consideration to the undersigned
paid by the grantees herein named, the receipt of which is hereby
acknowledged;

the execution and delivery by the Grantees herein of their one certain
installment Vendor’s Lien note of even date herewith, being in the
principal sum of $436,800.00, bearing interest as therein provided,
payable to the order of CITY BANK TEXAS, as therein provided; the
payment of which note is secured by the vendor’s lien herein retained
and is additionally secured by a deed of trust of even date herewith to
KEVIN RASS, Trustee(s).

Property (including any improvements):

BRING LOTS 5-10, 13-19, and 23-37, BLOCK A, OF LAS BRISAS TOWN HOMES, an
Addition to the City of Irving, Dallas County, Texas, according to the
Plat thereof recorded in Volume 2003150, Page 1, Map Records, Dallas
County, Texas.

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON YOU MAY
REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT
BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL
SECURITY NUMBER OR YOUR DRIVER’S LICENSE NUMBER.

Reservations from and Exceptions to Conveyance and Warranty:

This conveyance is made subject to any and all easements, restrictions,
covenants, conditions, mineral conveyances and outstanding mineral
interests, and reservations of record, if any, applicable to the herein
conveyed property or any part thereof. Taxes for the year 2013 and
subsequent years.

Grantor, for the consideration and subject to the reservations from
and exceptions to conveyance and warranty, grants, sells, and conveys to
Grantee the property, together with all and singular the rights and
appurtenances thereto in any wise belonging, to have and hold it to
Grantee, Grantee's heirs, executors, administrators, successors, or
assigns forever. Grantor binds Grantor and Grantor’s heirs, executors,
administrators, and successors to warrant and forever defend all and
singular the property to Grantee and Grantee’s heirs, executors,
administrators, successors, and assigns against every person whatsoever
lawfully claiming or to claim the same or any part thereof, except as to
the reservations from and exceptions to conveyance and warranty, by,
through or under it, but not otherwise.

EXHIBIT B
The vendor's lien against and superior title to the property are retained until each note described is fully paid according to its terms, at which time this deed shall become absolute.

When the context requires, singular nouns and pronouns include the plural.

CITY BANK

[Signature]

HUNTER LORD, VICE-PRESIDENT

(Acknowledgment)

State of Texas  
County of COLLIN  

This instrument was acknowledged before me on the 27th day of FEBRUARY, 2013 by: HUNTER LORD, VICE-PRESIDENT, CITY BANK.

[Signature]

Notary Public, State of Texas

PREPARED IN THE LAW OFFICE OF:

JAMES F. WIDENER, III, ATTORNEY
2404 TEXAS DRIVE #102
IRVING, TEXAS  75062

AFTER RECORDING, RETURN TO:

SUMMER HOMES, INC.
2404 TEXAS DRIVE, SUITE 103
IRVING, TX  75062

Filed and Recorded
Official Public Records
John F. Warren, County Clerk
Dallas County, TEXAS
04/17/2013 09:35:19 AM
$20.00
201300116364

EXHIBIT B
Republic Title of Texas, Inc.
2626 Howell Street, 10th Floor • Dallas, TX 75204
Office Phone:(214)855-8888 Office Fax:(214)855-8848

Buyer’s Estimated Settlement Statement

File No: 1002-288190-RTT
Escrow Officer: Russell Dickson/TP
Estimated Settlement Date: 01/31/2020
Disbursement Date: 

Property:
4240 Nia Drive, Irving, TX
Lot: 23

Buyer:
City of Irving, Texas, a municipal corporation
825 W Irving Boulevard, Irving, TX 75060

Seller:
Sumeer Homes Inc., a Texas corporation
2404 Texas Drive, Suite 103, Irving, TX 75062

<table>
<thead>
<tr>
<th>Description</th>
<th>Buyer Charge</th>
<th>Buyer Credit</th>
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<tr>
<td>Consideration</td>
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<td>Total Consideration</td>
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<td><strong>Title/Escrow Charges</strong></td>
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<td>One-Half Escrow Fee to Republic Title of Texas, Inc.</td>
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<td>Texas Guaranty Fee - Owner Title Policy to TX Title Insurance Guaranty Association</td>
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<td>Tax Certificate (Commercial) to Data Trace Information Services</td>
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<td>Overnight Fee to Republic Title of Texas, Inc.</td>
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<td>1000 T-1/T-1R Single OTP (R-1) to Republic Title of Texas, Inc.</td>
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<td>Recording Fee - Deed to Republic Title of Texas, Inc.</td>
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<td><strong>Cash (X From) ( To) Buyer</strong></td>
<td>71,126.98</td>
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</tr>
<tr>
<td><strong>Totals</strong></td>
<td>71,126.98</td>
<td>71,126.98</td>
</tr>
</tbody>
</table>

See Attached Signatures
SIGNATURE ADDENDUM TO SETTLEMENT STATEMENT

FILE NO: 1002-288190-RTT
SELLER: Sumeer Homes Inc., a Texas corporation, a Texas corporation
PURCHASER: City of Irving, Texas, a municipal corporation
SETTLEMENT OR ESCROW AGENT: Republic Title of Texas, Inc. TIN: 75-1825384
ADDRESS OF SETTLEMENT AGENT: 2626 Howell Street, 10th Floor, Dallas, TX 75204

Purchaser understands the Closing or Escrow Agent has assembled this information representing the transaction from the best information available from other sources and cannot guarantee the accuracy thereof. Any real estate agent or lender involved may be furnished a copy of this Statement. Purchaser understands that tax and insurance prorations and reserves were based on figures for the preceding year or supplied by others or estimates for current year, and in the event of any change for current year, all necessary adjustments must be made between Purchaser and Seller direct.

The undersigned hereby authorizes Republic Title of Texas, Inc. to make expenditures and disbursements as shown and approves same for payment. The undersigned also acknowledges receipt of Loan Funds, if applicable, in the amount shown above and a receipt of a copy of this Statement.

City of Irving, a Texas municipal corporation

BY: ________________________
    Richard H. Stopfer, Mayor

Republic Title of Texas, Inc.

By: ________________________
    Russell Dickson, Sr. Vice President
Resolution -- Approving the Acquisition of Two Road Right-Of-Way Easements on 1905 Hard Rock Road in the Amount of $209,360.00

Administrative Comments

1. This item is recommended by the Capital Improvement Program Department and Traffic and Transportation Department. It supports Strategic Objective 2.3 - Expand, extend and maintain the major thoroughfare network.

2. Impact: This item supports the city’s Road to the Future initiative. The proposed easement acquisition (totaling 14,966 square feet) will allow for expansion of Hard Rock Road. Capturing both easements allows the city to reduce acquisition cost.

3. This item will be presented to the Transportation and Natural Resource Committee on February 12, 2020.

4. Funding in the amount of $209,360.00 is available within the Street Improvement Bond Fund.

Recommendation
Postpone to February 27, 2020.

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 - 1905 Hard Rock Rd (PDF)
AGREEMENT - 1905 Hard Rock Rd (PDF)

CURRENT YEAR FINANCIAL IMPACT:

40104100-700003-41CIP17001-Land/Row
Budget: $209,360.00  Actual: $209,360.00

REVISION INFORMATION:

Prepared: 12/31/2019 08:35 AM by Maria Guzman
Last Updated: 1/24/2020 11:10 AM by Maria Guzman
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 14,966 square feet of two road right-of-way easements on 1905 Hard Rock Road and owned by Ali D. Sani, in the Amount of $209,360.00, for the Road to the Future 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 Street Improvement Bond Fund.

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


____________________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

______________________________
Shanae Jennings
City Secretary

APPROVED AS TO FORM:

______________________________
Kuruvilla Oommen
City Attorney
EXHIBIT “A”
PARCEL 1

BEING a 0.3436 acre tract of land located in the Chilton Smith Survey, Abstract No. 1293, City of Irving, Dallas County, Texas, said 0.3436 acre tract of land being a portion of that same tract conveyed to ALI D. SANI, by deed as recorded in Volume 94098, Page 3259, Official Public Records, Dallas County, Texas, said 0.3436 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch iron rod with a cap stamped “SPOONER & ASSOCIATES” set (hereinafter referred to as an iron rod set) at the northeast property corner of the said Sani tract, same being a point on the west right of way line of Hardrock Road, being a variable width public right of way, said beginning point having a NAD 83 Texas North Central Zone (4202) coordinate of N: 6,989,490.56 and E: 2,425,165.31;

THENCE South 00°22'04" East, along the east property line of the said Sani tract, same being the said right-of-way line, 173.06 feet to a 5/8 inch iron rod with an illegible cap found at the most northerly southeast property corner of the said Sani tract, same being the north end of a right-of-way corner clip located at the intersection of the north right-of-way of W. Pioneer Drive, being a variable width public right-of-way, with the said east right-of-way line of Hardrock Road;

THENCE South 61°47'48" West, along the said corner clip, 93.53 feet to an iron rod set at the most southerly southeast property corner of the said Sani tract, same being the south end of the said corner clip;

THENCE South 89°21'58" West, along the south property line of the said Sani tract, same being the said right-of-way line of W. Pioneer Drive, 99.28 feet to a 1/2 inch iron rod found at the southwest property corner of the said Sani tract;

THENCE North 00°41'29" West, along the west property line of the said Sani tract, 86.51 feet to an iron rod set at the southeast lot corner of Lot 1, Block A, Pioneer Hill Addition, being an Addition to the City of Irving, Dallas County, Texas, according to the plat thereof recorded in Instrument Number 201400320360, Plat Records, Dallas County, Texas;

THENCE departing the said property line, over and across the said Sani tract the following courses and distances:

- North 89°29'21" East, 144.49 feet to an iron rod set;
- North 47°00'26" East, 46.78 feet to an iron rod set;
- North 00°35'04" West, 98.63 feet to an iron rod set at the north property line of the said Sani tract;

THENCE North 89°19'34" East, along the north property line of the said Sani tract, 3.94 feet to the POINT OF BEGINNING.

The hereinabove described tract of land contains a computed area of 0.3436 acres (14,966 square feet) of land more or less.

The basis of bearings for this survey is NAD83 Texas North Central Zone (4202). All distance shown are ground.

*SURVEYORS CERTIFICATE*

I do hereby certify that the above legal description was prepared from public records and from an actual and accurate survey upon the ground and that same is true and correct.

Surveyors Name: Eric S. Spooner
Registered Professional Land Surveyor, Texas No. 5922
Spooner and Associates, Inc.,
Texas Board of Professional Land Surveying No. 10054900
Surveyed on the ground August-2017
PURCHASE AND SALE AGREEMENT

STATE OF TEXAS § KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF DALLAS §

THAT, Ali D. Sani and wife, F. Sadat Bassampour (the "Seller"), agrees to sell to the City of Irving, a Texas municipal corporation (the "Purchaser"), and Purchaser agrees to purchase from Seller, all rights, title, and interest in and to all that certain real property described in EXHIBIT "A", attached hereto and made a part hereto (the "Property"), upon the following terms and conditions:

1. The consideration to be paid to Seller by Purchaser is as follows:
   14,966 square feet out of a 37,723 square foot lot
   Total Purchase Price, ........................................... $209,360

2. Using appropriate methods and at Purchaser’s reasonable discretion, Purchaser agrees to restore grass turf on the portions of Seller’s property adjacent to the Property that is disturbed by any construction of improvements on the Property, also to include, existing fences, gates, driveways and approaches. Seller hereby grants permission to Purchaser to enter Seller’s property adjacent to the Property for the purpose of restoring grass turf disturbed during any construction of improvements.

3. At the time of construction of any improvements on the Property, anything within the Property that has not been removed will be considered abandoned and the Purchaser will remove and dispose of such items at Purchaser’s discretion without any further compensation to the Seller. This provision shall survive conveyance of the Property from Seller to Purchaser.

4. The Purchase Price shall be paid by Purchaser upon the proper execution and delivery of a deed from Seller to Purchaser that is in substantially the same form as shown on the attached EXHIBIT “B”. The Purchase Price to be paid to Seller shall be considered full compensation for the Property and for any damages that may be claimed or asserted by virtue of the establishment and construction of any improvements the Purchaser may construct. Sellers shall retain all mineral rights.

EXECUTED and effective as of the ____ day of __________, 2019, by Purchaser, signing by and through its Mayor, duly authorized to execute same by Resolution No. __________, and by Seller.

SELLER

[Signature]
Ali D. Sani

[Signature]
F. Sadat Bassampour

PURCHASER
CITY OF IRVING, TEXAS

by:_____________________
Richard H. Stopfer, Mayor

Purchase and Sale Agreement – Ali D. Sani and wife, F. Sadat Bassampour
1905 Hard Rock Road
Exhibit A
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 Ali D. Sani, known to me to be the persons whose names are subscribed to the foregoing instrument, and that they executed the same for purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 4th day

of December, A.D. 2019.

[Signature]
Notary Public, State of Texas

My commission expires: 10-21-2022

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 F. Sadat Bassampour, known to me to be the persons whose names are subscribed to the foregoing instrument, and that they executed the same for purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 4th day

of December, A.D. 2019.

[Signature]
Notary Public, State of Texas

My commission expires: 10-21-2022

Purchase and Sale Agreement – Ali D. Sani and wife, F. Sadat Bassampour
1905 Hard Rock Road
Exhibit A
MAYOR'S 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 Richard H. Stopfer, Mayor of the City of Irving, Texas, a municipal corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said City of Irving, Texas, a municipal corporation, that he was duly authorized to perform the same by appropriate resolution or ordinance of the City Council of the City of Irving and that he executed the same as the act of the said City for the purpose and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the __________
day of ______________________ A.D., 20 ___.

__________________________
Notary Public, State of Texas

(seal)

My commission expires: ______________

Purchase and Sale Agreement – Ali D. Sani and wife, F. Sadat Bassampour
1905 Hard Rock Road
Exhibit A
EXHIBIT “A”
PARCEL 1

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BEGINNING at a 5/8 inch iron rod with a cap stamped “SPOONER & ASSOCIATES” set (hereinafter referred to as an iron rod set) at the northeast property corner of the said Sani tract, same being a point on the west right of way line of Hardrock Road, being a variable width public right of way, said beginning point having a NAD 83 Texas North Central Zone (4202) coordinate of N: 6,989,490.56 and E: 2,425,165.31;

THENCE South 00°22'04" East, along the east property line of the said Sani tract, same being the said right-of-way line, 173.06 feet to a 5/8 inch iron rod with an illegible cap found at the most northerly southeast property corner of the said Sani tract, same being the north end of a right-of-way corner clip located at the intersection of the north right-of-way of W. Pioneer Drive, being a variable width public right-of-way, with the said east right-of-way line of Hardrock Road;

THENCE South 61°47'48" West, along the said corner clip, 93.53 feet to an iron rod set at the most southerly southeast property corner of the said Sani tract, same being the south end of the said corner clip;

THENCE South 89°21'58" West, along the south property line of the said Sani tract, same being the said right-of-way line of W. Pioneer Drive, 99.28 feet to a 1/2 inch iron rod found at the southwest property corner of the said Sani tract;

THENCE North 00°41'29" West, along the west property line of the said Sani tract, 86.51 feet to an iron rod set at the southeast lot corner of Lot 1, Block A, Pioneer Hill Addition, being an Addition to the City of Irving, Dallas County, Texas, according to the plat thereof recorded in Instrument Number 201400320360, Plat Records, Dallas County, Texas;

THENCE departing the said property line, over and across the said Sani tract the following courses and distances:

North 89°29'21" East, 144.49 feet to an iron rod set;

North 47°00'26" East, 46.78 feet to an iron rod set;

North 00°35'04" West, 98.63 feet to an iron rod set at the north property line of the said Sani tract;

THENCE North 89°19'34" East, along the north property line of the said Sani tract, 3.94 feet to the POINT OF BEGINNING.

The hereinabove described tract of land contains a computed area of 0.3436 acres (14,966 square feet) of land more or less.

The basis of bearings for this survey is NAD83 Texas North Central Zone (4202). All distance shown are ground.

*SURVEYORS CERTIFICATE*

I do hereby certify that the above legal description was prepared from public records and from an actual and accurate survey upon the ground and that same is true and correct.

Surveyors Name: Eric S. Spooner
Registered Professional Land Surveyor, Texas No. 5922
Spooner and Associates, Inc.
Texas Board of Professional Land Surveying No. 10054900
Surveyed on the ground August-2017

PIONEER AND HARDROCK IMPROVEMENTS
ALI D. SANI - PARCEL 1 - EXHIBIT A - PAGE 1 OF 2
SPOONER AND ASSOCIATES, INC., 309 BYERS STREET, #100, EULESS, TEXAS 76039 - PH: 817-685-8448 - ESPOONER@SPOONERSURV.COM - SAA #1444-1
Attachment: AGREEMENT - 1905 Hard Rock Rd (RES-2020-12-41 Acq of Two Road ROW Easements - 1905 Hard Rock Rd)
Resolution -- Approving the Acquisition of a Road Right-Of-Way Easement on 1406 Hard Rock Road in the Amount of $12,360.00

Administrative Comments
1. This item is recommended by the Capital Improvement Program Department and Traffic and Transportation Department. It supports Strategic Objective 2.3 - Expand, extend, and maintain the major thoroughfare network.

2. Impact: This item supports the city’s Road to the Future initiative. The proposed easement acquisition (totaling 610 square feet) will allow for expansion of Hard Rock Road. The negotiated amount is 15 percent above the appraised value and therefore must be presented to City Council for approval.

3. This item will be presented to the Transportation and Natural Resource Committee on February 12, 2020.

4. Funding in the amount of $12,360.00 is available within the Street Improvement Bond Fund.

Recommendation
Postpone to February 27, 2020.

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 - 1406 Hard Rock Rd (PDF)
SALES CONTRACT - 1406 Hard Rock Rd (PDF)

CURRENT YEAR FINANCIAL IMPACT:
40104100-700003-41CIP17001-Land/Row
Budget: $12,360.00  Actual: $12,360.00

REVISION INFORMATION:
Prepared: 12/31/2019 08:55 AM by Maria Guzman
Last Updated: 1/24/2020 11:09 AM by Maria Guzman
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 610 square feet road right-of-way easement on 1406 Hard Rock Road and owned by F. Sadat Bassampour, in the Amount of $12,360.00, for the Road to the Future 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 Street Improvement Bond Fund.

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


______________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

______________________________
Shanae Jennings
City Secretary

APPROVED AS TO FORM:

______________________________
Kuruvilla Oommen
City Attorney
EXHIBIT “A”

PARCEL 4

BEING a 0.0140 acre tract of land located in the Elijah O. Parson Survey, Abstract No. 1135, City of Irving, Dallas County, Texas, said 0.0140 acre tract of land being a portion of that same tract of land conveyed to F. SADAT BASSAMPOUR, by deed as recorded in Volume 99058, Page 7570, Official Public Records, Dallas County, Texas (O.P.R.D.C.T.), said 0.0140 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch rod with cap stamped “CBG SURVEYING” found at the southwest property corner of the said Bassampour tract, same being the northwest property corner of a tract of land, identified as “Tract No. 2” and being conveyed to Edward T. McGuire and Phillip W. Bell, by deed as recorded in Instrument Number 201600002357, O.P.R.D.C.T., said beginning point being on the east right of way line of Hardrock Road, being a variable width public right of way, said beginning point having a NAD 83 Texas North Central Zone (4202) coordinate of N: 6,987,634.18 and E: 2,425,222.21;

THENCE North 00°13'53" West, along the west property line of the said Bassampour tract, and along the said right-of-way line, 110.98 feet to a 5/8 inch iron rod with a cap stamped “SPOONER & ASSOCIATES” set (hereinafter referred to as an iron rod set) at the northwest property corner of the said Bassampour tract, same being the southwest property corner a tract of land conveyed to F. Sadat Bassampour, by deed as recorded in Volume 99077, Page 4256, O.P.R.D.C.T. from which 5/8 inch rod found bears, South 72°48'18" East, 2.36 feet;

THENCE South 87°59'40" East, along the north property line of the said Bassampour tract (V. 99058, P. 7570), and along the south property line of the said Bassampour tract (V. 99077, P. 4256), 5.97 feet to an iron rod set;

THENCE South 00°15'04" West, over and across the said Bassampour tract (V. 99058, P. 7570), 110.90 feet to an iron rod set on the south property line of the said Bassampour tract (V. 99058, P. 7570), same being the north property line the said McGuire and Bell tract;

THENCE North 88°30'20" West, along the said property lines, 5.04 feet to the POINT OF BEGINNING.

The hereinafore described tract of land contains a computed area of 0.0140 acres (610 square feet) of land more or less.

The basis of bearings for this survey is NAD83 Texas North Central Zone (4202). All distance shown are ground.

*SURVEYORS CERTIFICATE*

I do hereby certify that the above legal description was prepared from public records and from an actual and accurate survey upon the ground and that same is true and correct.

Surveyors Name: Eric S. Spooner
Registered Professional Land Surveyor, Texas No. 5922
Spooner and Associates, Inc.
Texas Board of Professional Land Surveying No. 10054900
Surveyed on the ground August-2017

7-6-18
INSET
N.T.S.

HARDROCK ROAD
(VARIABLE WIDTH PUBLIC R.O.W.)

EXHIBIT "A"
0.0140 ACRES (610 S.F.)

POINT OF BEGINNING
N 6887.634 18'
E 2425.222 21'

1/2" IRON ROD WITH CAP STAMPED "CBG SURVEYING" FOUND

SURVEYOR'S NOTE:
The basis of bearings for this survey is the
Texas State Plane NAD83 North Central Zone
(4202). All distances shown are ground.
Surveyed on the ground August 2017

Trait No. 2
EDWARD T. MCGUIRE
AND PHILIP W. BELL
INS. NO. 201600022357,
O.P.R.D.C.T.

PURCHASE AND SALE AGREEMENT

STATE OF TEXAS §
COUNTY OF DALLAS §

KNOW ALL MEN BY THESE PRESENTS:

THAT, F. Sadat Bassampour and husband, Ali D. Sani, (the “Seller”), agrees to sell to the City of Irving, a Texas municipal corporation (the “Purchaser”), and Purchaser agrees to purchase from Seller, all rights, title, and interest in and to all that certain real property described in EXHIBIT "A", attached hereto and made a part hereto (the “Property”), upon the following terms and conditions:

1. The consideration to be paid to Seller by Purchaser is as follows:
   610 square feet out of a 42,950 square foot lot
   Total Purchase Price, Appraised Value ........................................... $12,360

2. Using appropriate methods and at Purchaser’s reasonable discretion, Purchaser agrees to restore grass turf on the portions of Seller’s property adjacent to the Property that is disturbed by any construction of improvements on the Property also to include, existing fences, gates, driveways and approaches. Seller hereby grants permission to Purchaser to enter Seller’s property adjacent to the Property for the purpose of restoring grass turf disturbed during any construction of improvements.

3. At the time of construction of any improvements on the Property, anything within the Property that has not been removed will be considered abandoned and the Purchaser will remove and dispose of such items at Purchaser’s discretion without any further compensation to the Seller. This provision shall survive conveyance of the Property from Seller to Purchaser.

4. The Purchase Price shall be paid by Purchaser upon the proper execution and delivery of a deed from Seller to Purchaser that is in substantially the same form as shown on the attached EXHIBIT “B”.

The Purchase Price to be paid to Seller shall be considered full compensation for the Property and for any damages that may be claimed or asserted by virtue of the establishment and construction of any improvements the Purchaser may construct. Sellers shall retain mineral rights.

EXECUTED and effective as of the ___ day of ________, 2019, by Purchaser, signing by and through its Mayor, duly authorized to execute same by Resolution No. ________, and by Seller.

SELLER

F. Sadat Bassampour

Ali D. Sani

PURCHASER

CITY OF IRVING, TEXAS

by: ____________________________
   Richard H. Stoppler, Mayor

Purchase and Sale Agreement – F. Sadat Bassampour and husband, Ali D. Sani
1406 Hard Rock Road
Exhibit A
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 F. Sadat Bassampour, known to me to be the persons whose names are subscribed to the foregoing instrument, and that they executed the same for purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 47th day of December, A.D. 2019.

Notary Public, State of Texas

My commission expires: 10-21-2022

(signature)

JAY M FARLEY
Notary Public
STATE OF TEXAS
My Comm. Exp. 10-21-22
Notary ID # 13000099-7

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 Ali D. Sani, known to me to be the persons whose names are subscribed to the foregoing instrument, and that they executed the same for purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 47th day of December, A.D. 2019.

Notary Public, State of Texas

My commission expires: 10-21-2022

(signature)

JAY M FARLEY
Notary Public
STATE OF TEXAS
My Comm. Exp. 10-21-22
Notary ID # 13000099-7

Purchase and Sale Agreement – F. Sadat Bassampour and husband, Ali D. Sani
1406 Hard Rock Road
Exhibit A
MAYOR'S 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 Richard H. Stopfer, Mayor of the City of Irving, Texas, a municipal corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said City of Irving, Texas, a municipal corporation, that he was duly authorized to perform the same by appropriate resolution or ordinance of the City Council of the City of Irving and that he executed the same as the act of the said City for the purpose and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the __________ day of ______________________ A.D., 20__.

(Seal)

Notary Public, State of Texas

My commission expires: __________________
EXHIBIT "A"
PARCEL 4

BEING a 0.0140 acre tract of land located in the Elijah O. Parson Survey, Abstract No. 1135, City of Irving, Dallas County, Texas, said 0.0140 acre tract of land being a portion of that same tract of land conveyed to F. SADAT BASSAMPOUR, by deed as recorded in Volume 99058, Page 7570, Official Public Records, Dallas County, Texas (O.P.R.D.C.T.), said 0.0140 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch rod with cap stamped "CBG SURVEYING" found at the southwest property corner of the said Bassampour tract, same being the northwest property corner of a tract of land, identified as "Tract No. 2" and being conveyed to Edward T. McGuire and Phillip W. Bell, by deed as recorded in Instrument Number 201600002357, O.P.R.D.C.T., said beginning point being on the east right of way line of Hardrock Road, being a variable width public right of way, said beginning point having a NAD 83 Texas North Central Zone (4202) coordinate of N: 6,987,634.18 and E: 2,425,222.21;

THENCE North 00°13'53" West, along the west property line of the said Bassampour tract, and along the said right-of-way line, 110.98 feet to a 5/8 inch iron rod with a cap stamped "SPOONER & ASSOCIATES" set (hereinafter referred to as an iron rod set) at the northwest property corner of the said Bassampour tract, same being the southwest property corner a tract of land conveyed to F. Sadat Bassampour, by deed as recorded in Volume 99077, Page 4256, O.P.R.D.C.T. from which 5/8 inch rod found bears, South 72°48'18" East, 2.36 feet;

THENCE South 87°59'40" East, along the north property line of the said Bassampour tract (V. 99058, P. 7570), and along the south property line of the said Bassampour tract (V. 99077, P. 4256), 5.97 feet to an iron rod set;

THENCE South 00°15'04" West, over and across the said Bassampour tract (V. 99058, P. 7570), 110.90 feet to an iron rod set on the south property line of the said Bassampour tract (V. 99058, P. 7570), same being the north property line the said McGuire and Bell tract;

THENCE North 88°30'20" West, along the said property lines, 5.04 feet to the POINT OF BEGINNING.

The hereinabove described tract of land contains a computed area of 0.0140 acres (610 square feet) of land more or less.

The basis of bearings for this survey is NAD83 Texas North Central Zone (4202). All distance shown are ground.

*SURVEYORS CERTIFICATE*

I do hereby certify that the above legal description was prepared from public records and from an actual and accurate survey upon the ground and that same is true and correct.

Surveyors Name: Eric S. Spooner
Registered Professional Land Surveyor, Texas No. 5922
Spooner and Associates, Inc.
Texas Board of Professional Land Surveying No. 10054900
Surveyed on the ground August-2017

PIONEER AND HARDROCK IMPROVEMENTS
F. SADAT BASSAMPOUR - PARCEL 4 - EXHIBIT A - PAGE 1 OF 2
SPOONER AND ASSOCIATES, INC., 309 BYERS STREET, #100, DALLAS, TEXAS 75203 - PH. 214-788-5440 - Eスポナー@spoonerassociate.com - S&A #1444-1
AGENDA ITEM SUMMARY

Meeting: 1/30/2020
Recommendning Department: Capital Improvement Program
DOC ID: 10738
LSR No:

Resolution -- Approving the Acquisition of a Road Right-Of-Way Easement on 1418 Hard Rock Road in the Amount of $14,280.00

Administrative Comments
1. This item is recommended by the Capital Improvement Program Department and Traffic and Transportation Department. It supports Strategic Objective 2.3 - Expand, extend, and maintain the major thoroughfare network.

2. Impact: This item supports the city’s Road to the Future initiative. The proposed easement acquisition (totaling 714 square feet) will allow for expansion of Hard Rock Road. The negotiated amount is 15 percent above the appraised value and therefore must be presented to City Council for approval.

3. This item will be presented to the Transportation and Natural Resource Committee on February 12, 2020.

4. Funding in the amount of $14,280.00 is available within the Street Improvement Bond Fund.

Recommendation
Postpone to February 27, 2020.

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:
Exhibit A - 1418 Hard Rock Rd (PDF)
AGREEMENT - 1418 Hard Rock Rd (PDF)

CURRENT YEAR FINANCIAL IMPACT:
40104100-700003-41CIP17001-Land/Row
Budget: $14,280.00  Actual: $14,280.00

REVISION INFORMATION:
Prepared: 12/31/2019 09:08 AM by Maria Guzman
Last Updated: 1/24/2020 11:10 AM by Maria Guzman
CITY OF IRVING
COUNCIL RESOLUTION NO. RES-2020-14

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 714 square feet road right-of-way easement on 1418 Hard Rock Road and owned by F. Sadat Bassampour, in the Amount of $14,280.00, for the Road to the Future 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 Street Improvement Bond Fund.

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


____________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

_______________________________
Shanae Jennings
City Secretary

APPROVED AS TO FORM:

_______________________________
Kuruvilla Oommen
City Attorney
EXHIBIT “A”
PARCEL 3

BEING a 0.0164 acre tract of land located in the Elijah O. Parson Survey, Abstract No. 1135, City of Irving, Dallas County, Texas, said 0.0164 acre tract of land being a portion of that same tract conveyed to F. SADAT BASSAMPOUR, by deed as recorded in Volume 99077, Page 4256, Official Public Records, Dallas County, Texas (O.P.R.D.C.T.), said 0.0164 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch rod found at the northwest property corner of the said Bassampour tract, same being a point on the east right of way line of Hardrock Road, being a variable width public right of way, said beginning point having a NAD 83 Texas North Central Zone (4202) coordinate of N: 6,987,856.14 and E: 2,425,221.32;

THENCE South 87°39’25” East, along the north property line of the said Bassampour tract, 6.90 feet to a 5/8 inch iron rod with a cap stamped “SPOONER & ASSOCIATES” set (hereinafter referred to as an iron rod set);

THENCE South 00°15’04” West, over and across the said Bassampour tract, 110.91 feet to the south property line of the said Bassampour tract, same being the north property line a tract conveyed to F. Sadat Bassampour, by deed as recorded in Volume 99058, Page 7570, O.P.R.D.C.T.;

THENCE North 87°59’40” West, along said property lines, 5.97 feet to an iron rod set at the southwest property corner of the said Bassampour tract (V. 99077, P. 4256), from which 5/8 inch rod found bears, South 72°48’18” East, 2.36 feet, said southwest property corner being on the said east right-of-way line of Hardrock Road;

THENCE North 00°13’45” West, along the west property line of the said Bassampour tract (V. 99077, P. 4256), and along the said right-of-way line, 110.98 feet to the POINT OF BEGINNING.

The hereinafore described tract of land contains a computed area of 0.0164 acres (714 square feet) of land more or less.

The basis of bearings for this survey is NAD83 Texas North Central Zone (4202). All distance shown are ground.

*SURVEYORS CERTIFICATE*

I do hereby certify that the above legal description was prepared from public records and from an actual and accurate survey upon the ground and that same is true and correct.

Surveyors Name: Eric S. Spooner
Registered Professional Land Surveyor, Texas No. 5922
Spooners and Associates, Inc.
Texas Board of Professional Land Surveying No. 10054900
Surveyed on the ground August-2017

PIONEER AND HARDROCK IMPROVEMENTS
F. SADAT BASSAMPOUR ~ PARCEL 3 ~ EXHIBIT A ~ PAGE 1 OF 2
SPOONER AND ASSOCIATES, INC., 309 RIVERS STREET, #100, FULSHEAR, TEXAS 77441 – PH: 817.685.3444 – ESPOONER@SPOONERLSURVEYORS.COM – S
PURCHASE AND SALE AGREEMENT

STATE OF TEXAS  §  KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF DALLAS  §

THAT, F. Sadat Bassampour and husband, Ali D. Sani, (the "Seller"), agrees to sell to the City of Irving, a Texas municipal corporation (the "Purchaser"), and Purchaser agrees to purchase from Seller, all rights, title, and interest in and to all that certain real property described in EXHIBIT "A", attached hereto and made a part hereto (the "Property"), upon the following terms and conditions:

1. The consideration to be paid to Seller by Purchaser is as follows:
   714 square feet out of a 42,536 square foot lot
   Total Purchase Price, ............................ $14,280

2. Using appropriate methods and at Purchaser’s reasonable discretion, Purchaser agrees to restore grass turf on the portions of Seller’s property adjacent to the Property that is disturbed by any construction of improvements on the Property also to include, existing fences, gates, driveways and approaches. Seller hereby grants permission to Purchaser to enter Seller’s property adjacent to the Property for the purpose of restoring grass turf disturbed during any construction of improvements.

3. At the time of construction of any improvements on the Property, anything within the Property that has not been removed will be considered abandoned and the Purchaser will remove and dispose of such items at Purchaser’s discretion without any further compensation to the Seller. This provision shall survive conveyance of the Property from Seller to Purchaser.

4. The Purchase Price shall be paid by Purchaser upon the proper execution and delivery of a deed from Seller to Purchaser that is in substantially the same form as shown on the attached EXHIBIT “B”.

The Purchase Price to be paid to Seller shall be considered full compensation for the Property and for any damages that may be claimed or asserted by virtue of the establishment and construction of any improvements the Purchaser may construct. Sellers shall retain all mineral rights.

EXECUTED and effective as of the ____ day of ________, 2019, by Purchaser, signing by and through its Mayor, duly authorized to execute same by Resolution No. ________, and by Seller.

SELLER

F. Sadat Bassampour  Ali D. Sani

PURCHASER
CITY OF IRVING, TEXAS

by: __________________________

Richard H. Stopfer, Mayor

Purchase and Sale Agreement – F. Sadat Bassampour and husband, Ali D. Sani
1418 Hard Rock Road
Exhibit A
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 F. Sadat Bassampour, known to me to be the persons whose names are subscribed to the foregoing instrument, and that they executed the same for purpose and consideration therein expressed.

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

JAY M FARLEY
Notary Public
STATE OF TEXAS
My Comm. Exp. 10-21-22
Notary ID # 13000099-7

My commission expires: 10-21-2022

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 Ali D. Sani, known to me to be the persons whose names are subscribed to the foregoing instrument, and that they executed the same for purpose and consideration therein expressed.

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

JAY M FARLEY
Notary Public
STATE OF TEXAS
My Comm. Exp. 10-21-22
Notary ID # 13000099-7

My commission expires: 10-21-2022

Purchase and Sale Agreement – F. Sadat Bassampour and husband, Ali D. Sani
1418 Hard Rock Road
Exhibit A
MAYOR'S 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 Richard H. Stopfer, Mayor of the City of Irving, Texas, a municipal corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said City of Irving, Texas, a municipal corporation, that he was duly authorized to perform the same by appropriate resolution or ordinance of the City Council of the City of Irving and that he executed the same as the act of the said City for the purpose and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the __________ day of ____________________________ A.D., 20____.

__________________________
Notary Public, State of Texas

(seal)

My commission expires: __________________________
EXHIBIT "A"
PARCEL 3

BEING a 0.0164 acre tract of land located in the Elijah O. Parson Survey, Abstract No. 1135, City of Irving, Dallas County, Texas, said 0.0164 acre tract of land being a portion of that same tract conveyed to F. SADAT BASSAMPOUR, by deed as recorded in Volume 99077, Page 4256, Official Public Records, Dallas County, Texas (O.P.R.D.C.T.), said 0.0164 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch rod found at the northwest property corner of the said Bassampour tract, same being a point on the east right of way line of Hardrock Road, being a variable width public right of way, said beginning point having a NAD 83 Texas North Central Zone (4202) coordinate of N: 6,987,856.14 and E: 2,425,221.32;

THENCE South 87°39'25" East, along the north property line of the said Bassampour tract, 6.90 feet to a 5/8 inch iron rod with a cap stamped "SPOONER & ASSOCIATES" set (hereinafter referred to as an iron rod set);

THENCE South 00°15'04" West, over and across the said Bassampour tract, 110.91 feet to the south property line of the said Bassampour tract, same being the north property line a tract conveyed to F. Sadat Bassampour, by deed as recorded in Volume 99058, Page 7570, O.P.R.D.C.T.;

THENCE North 87°59'40" West, along said property lines, 5.97 feet to an iron rod set at the southwest property corner of the said Bassampour tract (V. 99077, P. 4256), from which 5/8 inch rod found bears, South 72°48'18" East, 2.36 feet, said southwest property corner being on the said east right-of-way line of Hardrock Road;

THENCE North 00°13'45" West, along the west property line of the said Bassampour tract (V. 99077, P. 4256), and along the said right-of-way line, 110.98 feet to the POINT OF BEGINNING.

The hereinabove described tract of land contains a computed area of 0.0164 acres (714 square feet) of land more or less.

The basis of bearings for this survey is NAD83 Texas North Central Zone (4202). All distance shown are ground.

"SURVEYORS CERTIFICATE"

I do hereby certify that the above legal description was prepared from public records and from an actual and accurate survey upon the ground and that same is true and correct.

Surveyors Name: Eric S. Spooner
Registered Professional Land Surveyor, Texas No. 5922
Scooner and Associates, Inc.
Texas Board of Professional Land Surveying No. 10054900
Surveyed on the ground August-2017

7-6-16
ERIC SPOONER
5922
STATE OF TEXAS
MAP OF EXHIBIT "A"
SEE ATTACHED LEGAL DESCRIPTION ON PAGE 1 OF EXHIBIT "A" HERENIN

F. SADAT BASSAMPOUR
VOL. 99077, PG. 4256
O.P.R.D.C.T.

EXHIBIT "A"
0.0164 ACRES (714 S.F.)

DENOTES A 5/8" IRON ROD WITH CAP STAMPED "SPOONER & ASSOCIATES" SET UNLESS SHOWN OTHERWISE

SURVEYOR'S NOTE:
The basis of bearings for this survey is the Texas state plane NAD83 North Central Zone (4202). All distances shown are ground. Surveyed on the ground August 2017.

PARCEL 3
PIONEER AND HARDROCK
IMPROVEMENTS
CITY OF IRVING, DALLAS CO., TEXAS

PROPERTY: F. SADAT BASSAMPOUR, VOL. 99077, PG. 4256, O.P.R.D.C.T.
LOCATION: CITY OF IRVING, DALLAS CO., TEXAS
ACAD FILE: 1444-1_PARCEL 3_BASSAMPOUR_ROW TAKE

S&A JOB NO.: 1444-1
DRAWN BY: JBN
CHECKED BY: ESS
DATE: 03/26/2018

Packet Pg. 109
Resolution -- Approving the Acquisition of a Public Utility Easement on Parcel 115-NA12, Located at 3215 Spur 482 in the Amount of $161,500.00

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 1.186 acres utility easement, across Parcel 115-NA12 situated at 3215 Spur 482 and owned by FEDEX Ground Package System, Inc.

3. This item was presented to the Transportation and Natural Resource Committee on January 15, 2020.

4. Funding in the amount of $161,500.00 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:

Map - Parcel 115-NA12  (PDF)
SALES CONTRACT - 3215 Spur 482  (PDF)

CURRENT YEAR FINANCIAL IMPACT:

50206012-700003-60CIP19006 Land/ROW  Budget: $161,500.00  Actual: $161,500.00
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 1.186 acre public utility easement on Parcel 115-NA12, located at 3215 Spur 482 and owned by FEDEX Ground Package System, Inc., in the Amount of $161,500.00, for Phase II of the Diamond Interchange Project, and the Mayor is authorized to execute said contract and any related conveyance documents upon approval of the City Attorney’s Office.

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.


__________________________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

__________________________________________
Shanae Jennings
City Secretary

APPROVED AS TO FORM:

__________________________________________
Kuruvilla Oommen
City Attorney
Parcel 115-NA12, Diamond Interchange Utility Relocation Project

*Boundaries are approximate and do not constitute a survey.

IRPS, Inc.
3215 Spur 482
Irving, 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:
51,680 square feet (1.186 ac.) of property valued at $6.25 per sq. ft. at 50% easement value for easement, as rounded…………………………………………………………. $161,500.00
TOTAL COMPENSATION …………………………………………………………………………………… $161,500.00

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 described in Exhibit “A” for the purpose of restoring any improvements disturbed during construction. Any entry shall be subject to the terms of the Easement attached hereto as EXHIBIT “B” (the “Easement”).

3. Intentionally omitted.

4. Seller will convey good and indefeasible title to the easement areas subject to the terms of the Easement. 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 the Easement, subject to the terms and conditions thereof.

EXECUTED this 16th day of December, 2019.

FedEx Ground Package System, Inc., a Delaware corporation:

by: Robert A. Pudlo, VP of Operations Support & Engineering

ACCEPTED BY
CITY OF IRVING, TEXAS

BY:
RICHARD H. STOPFER-MAYOR

DM#175719: v1B – IRVING, TX #752 – Sales Contract (Sewer Easement)
EXHIBIT "A"
51,680 SQUARE FOOT TRACT
Part of Lot 1, Block 1, RPS Addition
Harvey H. Newton Survey, Abstract No. 1075
City of Irving, Dallas County, Texas

DESCRIPTION, of a 1.186 acre (51,680 square foot) tract of land situated in the Harvey H. Newton Survey, Abstract No. 1075, City of Irving, Dallas County, Texas; said tract being part of Lot 1, Block 1, RPS Addition, an addition to the City of Irving according to the plat recorded in Instrument No. 200000904311 of the Official Public Records of Dallas County, Texas; said tract also being a part of that tract of land described in Warranty Deed to Services Development Corporation recorded in Volume 96107, Page 3363 of the Deed Records of Dallas County, Texas; said 1.186 acre (51,680 square foot) tract being more particularly described as follows (bearing system for this survey is based on the City of Irving’s published control network and the Texas State Plane Coordinate System - NAD 83(2011), North Central Zone 4202, based on observations at P-19, P-20, R-18 & R-19 made on January 29th, 2019 with an applied combined scale factor of 1.0000009977):

COMMENCING, at a point for the northeast corner of said Lot 1 and the northeast corner of an existing Amended Public Mass Transit Easement recorded in Instrument No. 201000231662 of the said Official Public Records; said point being in the north right-of-way line of State Highway Spur No. 482 (a variable width right-of-way) and in the south line of an existing Flood Control District tract recorded in Volume 74910, Page 1813 of the Deed Records of Dallas County, Texas;

THENCE, North 59 degrees, 57 minutes, 06 seconds West, departing the said north line of State Highway Spur No. 482 and along the north line of said Lot 1, the north line of said existing Amended Public Mass Transit Easement and the south line of the said Irving Flood Control District tract, a distance of 59.16 feet to a point;

THENCE, South 48 degrees, 17 minutes, 39 seconds West, departing the said north line of Lot 1, the south line of the Irving Flood Control District tract and along the northwest line of said existing Amended Public Mass Transit Easement, a distance of 15.79 to the POINT OF BEGINNING; said point being in the southwest line of an existing 15' Utility Easement recorded in Instrument No. 200000904811 of the said Official Public Records;

THENCE, South 48 degrees, 17 minutes, 39 seconds West, continuing along the said northwest line of said existing Amended Public Mass Transit Easement, a distance of 601.56 feet to a point for the beginning of a tangent curve to the left;

THENCE, in a southwesterly direction continuing along said existing Amended Public Mass Transit Easement and along said curve, having a central angle of 03 degrees, 13 minutes, 10 seconds, a radius of 8,485.75 feet, a chord bearing and distance of South 46 degrees, 41 minutes, 04 seconds West, 476.76 feet, an arc distance of 476.82 feet to a point at the end of said curve;

THENCE, South 45 degrees, 04 minutes, 29 seconds West, continuing along said existing Amended Public Mass Transit Easement, a distance of 238.42 feet to a point for corner in the east line of an existing 15-foot wide Utility Easement and Sight Easement recorded in Instrument No. 200000904811 of the said Official Public Records; said point being the beginning of a non-tangent curve to the right;
EXHIBIT “A”
51,680 SQUARE FOOT TRACT
Part of Lot 1, Block 1, RPS Addition
Harvey H. Newton Survey, Abstract No. 1075
City of Irving, Dallas County, Texas

THENCE, in a northerly direction along the said east line of said existing 15-foot wide Utility Easement and Sight Easement and said curve, having a central angle of 05 degrees, 38 minutes, 34 seconds, a radius of 25.00 feet, a chord bearing and distance of North 03 degrees, 28 minutes, 34 seconds West, 2.46 feet, an arc distance of 2.46 feet to a point at the end of said curve;

THENCE, North 00 degrees, 39 minutes, 17 seconds West, continuing along the said east line of said existing 15-foot wide Utility Easement and Sight Easement, a distance of 53.29 feet to a 1/2-inch iron rod with "Irving Easement" cap set for corner;

THENCE, North 45 degrees, 04 minutes, 29 seconds East, departing the said east line of said existing 15-foot wide Utility Easement and Sight Easement, a distance of 199.59 feet to a point for the beginning of a tangent curve to the right;

THENCE, in a northeasterly direction along said curve, having a central angle of 03 degrees, 13 minutes, 10 seconds, a radius of 8,525.75 feet, a chord bearing and distance of North 46 degrees, 41 minutes, 04 seconds East, 479.01 feet, an arc distance of 479.07 feet to a point at the end of said curve;

THENCE, North 48 degrees, 17 minutes, 39 seconds East, a distance of 588.37 feet to a point for corner in the said southwest line of the said existing 15' Utility Easement;

THENCE, South 59 degrees, 57 minutes, 06 seconds East, along the said north line of Lot 1 and the said south line of the Irving Flood Control District tract, along the said southwest line of the existing 15' Utility Easement, a distance of 42.12 feet to the POINT OF BEGINNING;

CONTAINING: 51,680 square feet or 1.186 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.
4060 Bryant Irvin Road, Fort Worth, TX 76109
(817) 412-7155
TX Reg. Surveying Firm LS-1000800

PAGE 2 OF 5

DM#175719: v1B – IRVING, TX #752 – Sales Contract (Sewer Easement)
EXHIBIT "B"
CITY OF IRVING MUNICIPAL WATER MAIN AND WASTEWATER (SANITARY SEWER) EASEMENT
(attached)
Resolution -- Approving an Amended and Restated Economic Incentive Agreement Between the City of Irving and Hidden Ridge Development, LLC, in an Amount Not to Exceed $24,300,000 for the Hidden Ridge Development Project

Administrative Comments

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

2. **Impact:** This amended and restated agreement provides an economic development incentive grant for a transit oriented development with mixed-use components that is envisioned to include two large corporate offices surrounding a pedestrian-friendly, walkable lifestyle core with retail, restaurants, residential, and additional office options in proximity to a DART light rail station on approximately 70 acres of vacant land on Hidden Ridge Road.

3. This amended and restated incentive agreement was discussed in executive session at the January 15, 2020 City Council Work Session meeting.

4. City Council approved Resolution No. 2018-88 on March 18, 2018, approving a 380 economic development incentive agreement for a term of up to 25 years consisting of a total Grant not to exceed $24,300,000 (the City retains the first $6,300,000 in grant payments and the Company is eligible for up to $18,000,000 in grant payments). To receive the full $18,000,000 Grant, the Company is required to construct a minimum of 975,000 gross square feet of Office Space and achieve a minimum increase in real property value of $300,000,000. The Grant can be achieved in phases which are explained below.

5. The amended and restated agreement requires the Company to achieve the following minimum eligibility requirements prior to the receipt of any incentive grant:

   a. **DART Station** – The Company must provide or cause funding to the City for the construction of the Dallas Area Rapid Transit (DART) light rail station associated with the project as follows:

      i. Initial Deposit of $3,200,000 by June 30, 2018.


      iii. Any increases to the total project costs for the DART Station within thirty (30) days of notice from the City.

   b. **Phase I** – The Company must construct a minimum of 375,000 gross square feet of Office Space in one or more buildings and achieve a minimum Eligible Real Property Value of $100,000,000 within eight (8) years of the March 22, 2018 Effective Date.

6. The amended and restated agreement also provides for additional incentive grants should the Company achieve the following additional minimum eligibility requirements:
a. Phase II – The Company must construct a minimum of 300,000 additional gross square feet of Office Space in one or more buildings for a Single User on Parcel B or H and achieve a minimum additional Eligible Real Property Value of $100,000,000. (Total Eligible Real Property Value of $200,000,000.)

d. Phase III – The Company must construct a minimum of 300,000 additional gross square feet of Office Space in one or more buildings for a Single User on Parcel B or H and achieve a minimum additional Eligible Real Property Value of $100,000,000. (Total Eligible Real Property Value of $300,000,000).

e. The Company must maintain a total taxable value $118,516,543 for 600 and 700 Hidden Ridge Rd. or offset any decreases with additional increases in taxable value in Phases I, II, and III.

7. Once the minimum eligibility requirements are met for the DART Station and Phase I, the City will provide a Grant Payment of seventy-five percent (75%) of the real property ad valorem taxes paid to the City on the increase to the taxable value above the 2017 DCAD taxable value ($12,668,693).

a. The City shall retain the first $6,300,000 in Grant Payments. This Agreement will terminate if $6,300,000 in Grant Payments is not generated within eight (8) years of the March 22, 2018 Effective Date of this Agreement. The timeframe for generating the $6,300,000 in Grant Payments would be extended to within twelve (12) years of the March 22, 2018 Effective Date of this Agreement, should the Company do the following:

i. Secure a Tax-Exempt single-user for a minimum of 300,000 square feet of office and/or health care uses by December 30, 2020; and the Tax-Exempt single-user occupies this space within eight (8) years of the March 22, 2018 Effective Date of this Agreement; and

ii. Commence construction of a minimum of 500,000 gross square feet of Office Space on the Property on or before January 30, 2021.

b. Phase I Grant – The Company will receive Grant payments up to $6,000,000.

c. Phase II Grant – The City will increase the maximum allowable Grant payment an additional $6,000,000 to a total not to exceed $12,000,000.

d. Phase III Grant – The City will increase the maximum allowable Grant payment an additional $6,000,000 to a total not to exceed $18,000,000.

8. The minimum 300,000 square feet of office and/or health care uses by the Tax-Exempt single-user shall not count towards the achievement of any of the Office Space requirements for Phase I, II, or III.

9. If the Company achieves all three phases of the incentive Agreement, revenues of $32,791,570 are projected to be retained by the City. This includes the $6,300,000 in Grant payments retained by the City.

a. Phase I is projected to generate $14,454,426 in City retained revenue.

b. Phases I and II combined are projected to generate $25,562,606 in City retained revenue.

c. Phases I, II, and III combined are projected to generate $32,791,570 in City retained revenue.

10. There is a companion item on this agenda for Amendment One to the Interlocal Agreement (ILA) between the City and DART. Hidden Ridge Development, LLC is
not a party to the ILA. The ILA contains relevant terms regarding the financial obligations for the construction of the DART Light Rail Station.

**Recommendation**
The resolution be approved.

**ADDITIONAL COMMENTS:**

<table>
<thead>
<tr>
<th>Contract Required</th>
<th>Review Completed By: Christina N. Weber</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
<td>Council Action: 380 EDIA Agreement</td>
</tr>
</tbody>
</table>

**Previous Action:** 2018-88

**Discretionary Contract Disclosure Form Required:** Yes

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

**TGC 2270 Verification Form Required:** Yes

**ATTACHMENTS:**

RES - Amended and Restated 380 Agreement (PDF)

**CURRENT YEAR FINANCIAL IMPACT:**

N/A

**REVISION INFORMATION:**

Prepared: 1/20/2020 10:41 AM by Cynthia Castro
Last Updated: 1/24/2020 09:24 AM by Christina Weber
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 approved Resolution No. 2018-88 on March 18, 2018 approving an Economic Incentive Agreement between the City of Irving and Hidden Ridge Development, LLC;

WHEREAS, the City Council desires to amend the economic development incentive to encourage the development of additional projects within the Hidden Ridge development area;

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 Amended and Restated Economic Incentive Agreement between the City of Irving and Hidden Ridge Development, LLC 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.

_______________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

_______________________________
Shanae Jennings
City Secretary

APPROVED AS TO FORM:

_______________________________
Kuruvilla Oommen
City Attorney
AMENDED AND RESTATED ECONOMIC INCENTIVE AGREEMENT

STATE OF TEXAS §
COUNTY OF DALLAS §
CITY OF IRVING §

RECITALS

This Amended and Restated Economic Incentive Agreement ("Agreement") is entered into on the _____ day of January, 2020, by and among the City of Irving, Texas ("CITY"), a home rule city and municipal corporation of Dallas County, Texas, and Hidden Ridge Development LLC, a Delaware limited liability company ("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, COMPANY owns approximately 70 acres of vacant property along Hidden Ridge Road (the "Property") in the City of Irving, Texas, more fully defined below; and

WHEREAS, COMPANY has created a master plan for the Property that will transform the area into a very special transit oriented development with mixed-use components that is envisioned to include two large corporate offices surrounding a pedestrian-friendly, walkable lifestyle core with retail, restaurants, and residential options in proximity to a DART light rail station ("Project"); and

WHEREAS, the Property’s zoning was approved by City of Irving Ordinance 2015-9755 on April 28, 2016, with a Transit Oriented Development Plan authorizing Transit Oriented Development uses once plans and a schedule for construction have been approved for a light rail station within the boundaries of the concept plan for the Property’s zoning ("DART Station"), more fully defined below; and

WHEREAS, final plans and a schedule for the DART Station are not approved until the Dallas Area Rapid Transit ("DART") enters into a Construction Contract for the DART Station; and
WHEREAS, on July 13, 2017, the Regional Transportation Council of the North Central Texas Council of Governments Metropolitan Planning Commission, approved a list of projects to fund through the 2017/2018 Congestion Mitigation and Air Quality Surface Transportation Block Grant Transit Program, which included funding the DART Station in the amount of $8,800,000.00 ("CMAQ Grant"); and

WHEREAS, COMPANY has offered to the CITY to pay or cause to be paid the total costs to build the DART Station which exceed the CMAQ Grant; and

WHEREAS, based on COMPANY’s promises and obligations set forth in this Agreement, the CITY and DART will enter into an Amended Interlocal Agreement for the construction of the DART Station ("Amended Interlocal Agreement"); and

WHEREAS, the CITY and COMPANY entered an agreement for economic incentives pursuant to Chapter 380 of the Texas Local Government Code, as amended, by passage of City of Irving Resolution No. 2018-88 on March 20, 2018 ("Original Agreement"); 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, to make certain amendments to the Original Agreement; 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, the City of Irving is offering this incentive to spur and encourage economic growth in the area and has no obligation to offer any incentive and does not intend to offer any further incentives to the COMPANY or its tenants for the Project; 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. “Actual Occupancy” shall mean the occupancy of a single tenant of at least 300,000 gross square feet of Office Space as evidenced by a lease or deed.
B. “Affiliate” shall mean 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.

C. “Amended Interlocal Agreement” shall mean the agreement the CITY enters into with DART for the construction of the DART Station. An unexecuted copy of the Amended Interlocal Agreement is attached hereto as Exhibit “B.”

D. “Commences Construction or Commencement of Construction” shall mean the issuance of a building permit for a minimum of 500,000 gross square feet of Office Space and completion and approval by the City of the plumbing rough underground inspection required for such building permit(s).

E. “Compliance Certificate” shall have the meaning ascribed to that term in Section II.A.(5)(e).

F. “Construction Contract” shall mean the construction agreement that DART enters into for the construction of the DART Station once the DART Total Project Costs is determined. The Construction Contract shall include the final construction schedule and plans.

G. “CMAQ Grant” shall mean funding, if any, whether received in whole or in part, for the DART Station as approved on July 13, 2017, by the Regional Transportation Council of the North Central Texas Council of Governments Metropolitan Planning Commission, through the 2017/2018 Congestion Mitigation and Air Quality Surface Transportation Block Grant Transit Program.

H. “DART Station” shall mean the Light Rail station designated on the DART Light Rail Orange Line Section Irving-2, located just west of the intersection of Meadow Creek Drive and Green Park Drive in Irving, Texas.

I. “DART Total Project Costs” shall mean the total costs to design and construct the DART Station, including the construction hard costs, soft costs of design, procurement, construction management, testing, pre-revenue operation, and a contingency equal to 10 percent of the combined project hard and soft costs; which amount will be determined at the time of the award of the construction contract by DART.

J. “Effective Date” shall mean March 22, 2018.
K. "Eligible Real Property Value" shall mean the increase in taxable value of the Property over the 2017 taxable value, as shown on the tax rolls of Dallas Central Appraisal District ("DCAD"). (2017 taxable value is $12,668,693.00.)

L. "Grant" shall have the meaning ascribed to that term in Section II.B.

M. "Grant Payment" shall have the meaning that the annual Grant, which will be calculated by multiplying the real property ad valorem taxes paid to the CITY on the Eligible Real Property Value by seventy-five percent (75%).

N. "Interest Rate" shall mean 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.

O. "Initial Deposit" shall mean $3,200,000.00 for the DART Station.

P. "Minimum Eligibility Requirements" shall mean the obligations set forth in Section II.A., including the Phase I Minimum Eligibility Requirements, the Phase II Minimum Eligibility Requirements, and Phase III Minimum Eligibility Requirements for each Phase, respectively.

Q. "Office Space" shall mean Class A office space which shall not include live-work spaces or units, ground-level retail, or restaurant uses. Accessory uses of the Office Space for tenants’ primary use may be included in the total square footage count for Office Space, but shall not exceed five percent (5%) of a particular building’s total Office Space. Office space shall not include any office space occupied by the entity that is more fully described in Section II.D(1)(a).

R. "Phase I Minimum Eligibility Requirements" shall mean those requirements set forth in Section II.A.2.

S. "Phase II Minimum Eligibility Requirements" shall mean those requirements set forth in Section II.A.3.

T. "Phase III Minimum Eligibility Requirements" shall mean those requirements set forth in Section II.A.4.

U. "Project" shall have the meaning ascribed to that term in the Recitals.

V. "Property" shall mean real property of approximately 70 acres, more or less, and improvements, located along Hidden Ridge Road in Irving, Texas, more particularly described on Exhibit “A” attached and incorporated hereto.

W. "Second Deposit" shall mean an amount equal to $1,581,406.00 for the DART Station.

X. "Single User" shall mean an Office Space user for a single business entity and its Affiliates.
Y. “Tax-Exempt” means an entity that is exempt from paying property taxes.

Z. “Twelve Year Condition Precedent” shall mean CITY retains $6,300,000.00 of Grant Payments within twelve (12) years of the Effective Date if Company satisfies the requirements of Section II.D(1)(a)-(b).

AA. "Term" shall have the meaning ascribed in Section IV.

II. ECONOMIC DEVELOPMENT GRANT

A. COMPANY OBLIGATIONS. In consideration of CITY entering into this Agreement providing for an economic development grant to COMPANY, COMPANY agrees that it, or its permitted assigns, during the term of this Agreement, will comply with the following requirements. These are conditions precedent to COMPANY’s receipt of the Grant described in Section II.B. below.

1. COMPANY OBLIGATIONS FOR THE DART STATION:
   a. By June 30, 2018, COMPANY shall provide funding or cause funding to be provided to CITY for the Initial Deposit in a lump sum payment. The funds for the Initial Deposit shall be restricted by the CITY to use solely for the DART Station pursuant to the Amended Interlocal Agreement.
   b. COMPANY shall provide funding or cause funding to be provided to the CITY for the Second Deposit in a lump sum payment by May 15, 2020. The funds for the Second Deposit shall be restricted by the CITY to use solely for the DART Station pursuant to the Amended Interlocal Agreement.
   c. In the event of unforeseen conditions that result in an increase in the DART Total Project Costs, CITY will notify COMPANY and the COMPANY will provide funding or cause funding to be provided in a lump sum payment to the CITY within thirty (30) days of notice from CITY. These funds shall be restricted by the CITY to use solely for the DART Station.

2. PHASE I ELIGIBILITY REQUIREMENTS FOR COMPANY TO ACHIEVE WITHIN EIGHT (8) YEARS OF THE EFFECTIVE DATE OF THIS AGREEMENT.
   a. A minimum of 375,000 gross square feet of Office Space in one or more buildings located anywhere on the Property, as evidenced by conditional or permanent certificate(s) of occupancy.
b. A minimum Eligible Real Property Value of $100,000,000.00 must be achieved.

c. Comply with Section II.A.5. of this Agreement.

3. PHASE II ELIGIBILITY REQUIREMENTS THAT COMPANY MAY ACHIEVE ANYTIME WITHIN THE TERM OF THIS AGREEMENT

a. A minimum of an additional 300,000 gross square feet of Office Space in one or more buildings for a Single User on parcel B or H, identified and attached hereto as Exhibit “C” and more particularly described by metes and bounds on Exhibit “A” attached hereto, as evidenced by certificate(s) of occupancy and Actual Occupancy for a Single User for Phase II requirements. For a total minimum of 675,000 gross square feet of Office Space on the Property. Any additional Office Space in Phase II may be for multiple users.

b. A minimum additional Eligible Real Property Value of $100,000,000.00 must be achieved for a total minimum Eligible Real Property Value of $200,000,000.00; provided that, any excess value above the $100,000,000.00 required in Section II.A.2. may be counted towards this total $200,000,000.00 value.

c. Comply with Section II.A.5. of this Agreement.

4. PHASE III ELIGIBILITY REQUIREMENTS THAT COMPANY MAY ACHIEVE ANYTIME WITHIN THE TERM OF THIS AGREEMENT

a. A minimum of an additional 300,000 gross square feet of Office Space in one or more buildings for a Single User on parcel B or H, whichever site is not used under Section II.A.3., as identified in Exhibit “C” and more particularly described by metes and bounds on Exhibit “A” attached hereto, as evidenced by a certificate(s) of occupancy and Actual Occupancy for a Single User for Phase III requirements. For a total minimum of 975,000 gross square feet of Office Space on the Property. Any additional Office Space in Phase III may be for multiple users.

b. A minimum additional Eligible Real Property Value of $100,000,000.00 must be achieved for a total minimum Eligible Real Property Value of $300,000,000.00; provided that, any excess value above the $200,000,000.00 total required in Section II.A.3. may be counted towards this total $300,000,000.00 value.

c. Comply with Section II.A.3. and Section II.A.5. of this Agreement.

5. COMPANY OBLIGATIONS TO MAINTAIN DURING THE ENTIRE TERM OF THIS AGREEMENT.
a. Comply with Section II.A.1. of this Agreement;

b. In the event that the total taxable value of 600 and 700 Hidden Ridge decreases from $118,516,543.00, that decrease will be applied towards the Eligible Real Property Value annually, so that the minimum Eligible Real Property Value required in Sections II.A.2., II.A.3. and II.A.4. shall be increased in the same amount that the total taxable value of 600 and 700 Hidden Ridge decreases. By way of example, if the taxable value of 600 and 700 Hidden Ridge decreases from the value above by $20,000,000 in one year, in order to meet the Phase II Minimum Eligibility Requirements in that year, the Eligible Real Property Value for the entire Property must be at least $220,000,000. Notwithstanding the foregoing, if a decrease in the taxable value is the result of demolition or partial demolition for constructing new facilities and/or remodeling facilities at 600 and 700 Hidden Ridge that decrease will not be applied towards the Eligible Real Property Value for two consecutive tax years. If the decrease in the taxable value as the result of demolition or partial demolition for constructing new facilities and/or remodeling facilities at 600 and 700 Hidden Ridge lasts longer than two consecutive tax years the decrease in value shall be applied towards the Eligible Real Property Value annually and the decrease for the previous two consecutive tax years shall be collectively applied towards the Eligible Real Property Value that tax year. In the event that the Eligible Real Property Value is not achieved CITY shall be entitled to repayment of any Grant Payments made to COMPANY for the previous two consecutive tax years;

c. Maintain the conditions in Section II.A.2.;

d. Comply with applicable zoning requirements in place according to City of Irving Ordinance No. 2015-9755, administratively approved changes in accordance with City of Irving Land Development Code Part II Zoning Ordinance No. 1144 Section 52-32e, and approved changes to the Development Plan by the Irving Planning and Zoning Commission. If a requested zoning change requires Council approval then the City Council may consider an amendment to this Agreement;

e. Beginning no later than January 31st of the year following the first calendar year (January 1 to December 31), the Phase I Minimum Eligibility Requirements are met, and no later than January 31st each subsequent year during the Term, submit to CITY all of the following for each Phase in which the Minimum Eligibility Requirements have been met:
i. Written verification that COMPANY is in compliance with the COMPANY Obligations outlined in this Section II.A. (the "Compliance Certificate"), including specific documentation of the Minimum Eligibility Requirements.

ii. Certification that to its knowledge, 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 will be charged at the Interest Rate from the date the Grant was made; provided, however, the accrual of interest on such amounts shall be stayed for so long as COMPANY is pursuing appeals of such violation under applicable law. Repayment shall be paid within one hundred twenty (120) days after the date COMPANY receives notice of violation from the CITY. COMPANY shall not be liable for a violation of this paragraph by a subsidiary, affiliate, or franchisee, by a third party with whom COMPANY contracts, or by any subcontractor of any such third party.

6. Use the Property in accordance with all applicable federal, state, and local laws and regulations;

7. Shall not fail to render a schedule for taxation to DCAD for any business personal property located within the City of Irving that COMPANY owns;

8. Shall remain current on all real and business personal property taxes for the Term of this Agreement for any property owned by the COMPANY within the City of Irving; and

9. 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 Project.

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.1. are met and once CITY retains $6,300,000.00 of Grant Payments within: (i) eight (8) years of the Effective Date; or (ii) within twelve (12) years of the Effective Date if Commencement of Construction of a minimum of 500,000 gross square feet of Office Space on the Property occurs on or before January 30, 2021 and the requirements of Section II.D. herein are otherwise satisfied (it is not a default of this Agreement for Company not to comply with this condition precedent in Section II.B.(ii); however, if Company does not satisfy this condition precedent then Company shall have
eight (8) years for City to retain $6,300,000.00 of Grant Payments). CITY shall provide COMPANY an annual Economic Development Grant (the "Grant") for qualifying phases from lawfully available funds as follows:

1. **Calculation and Rate of Grant.** The annual Grant will be calculated by multiplying the real property ad valorem taxes paid to the CITY on the Eligible Real Property Value by seventy-five percent (75%) ("Grant Payment").
   
a. The first $6,300,000.00 in Grant Payments shall be retained by CITY and shall begin once there is any Eligible Real Property Value. If $6,300,000.00 in Grant Payments are not retained by CITY within (i) eight (8) years of the Effective Date; or (ii) within twelve (12) years if the Twelve Year Condition Precedent is satisfied, then the Agreement shall automatically terminate.

2. Provided that $6,300,000.00 in Grant Payments has been retained by CITY within (i) eight (8) years of the Effective Date; or (ii) within twelve (12) years if the Twelve Year Condition Precedent is satisfied, then:
   
a. **Phase I Grant.** Upon completion of the Phase I Minimum Eligibility Requirements, Company shall receive Grant Payments from the CITY up to $6,000,000.00.
   
b. **Phase II Grant.** If additionally COMPANY meets completion of Phase II Minimum Eligibility Requirements, CITY shall increase the maximum allowable Grant Payments to COMPANY an additional $6,000,000.00 for a total amount not to exceed $12,000,000.00.
   
c. **Phase III Grant.** If additionally COMPANY meets completion of Phase III Minimum Eligibility Requirements, CITY shall increase the maximum allowable Grant Payments to COMPANY an additional $6,000,000.00 for a total amount not to exceed $18,000,000.00.

3. **Conditions Precedent to Grant –** The following shall be conditions precedent to COMPANY receiving any Grant Payment:
   
a. **Compliance Certificate** – In the event COMPANY fails to provide the Compliance Certificate by January 31st of any year, there shall be no Grant Payment to COMPANY that year. Notwithstanding the foregoing, COMPANY’S failure to timely provide a Compliance Certificate in any year shall not be a default hereunder and COMPANY will still be eligible to receive Grant Payments in future years in which it supplies the Compliance Certificate.

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 to COMPANY, via check or other acceptable
means approved in writing by COMPANY, no later than March 31st of the applicable year, provided ad valorem taxes for the preceding tax year for the Property have been paid to the City of Irving and the Compliance Certificate was timely provided.

C. Phase II and Phase III Performance. If the Minimum Eligibility Requirements for Phase II and Phase III are not met, COMPANY shall not be considered to have breached any obligation(s) under the Agreement. So long as COMPANY completes Phase I in accordance with the Phase I Minimum Eligibility Requirements, COMPANY will be eligible to receive the Grant under Section II.B.1. If COMPANY fails to complete Phase II or Phase III in accordance with Sections II.A.2 and II.A.3, then COMPANY will not be eligible for grants for such phase(s), but may continue to receive the Grant for Phase I. Likewise, if COMPANY completes the Phase I Minimum Eligibility Requirements and the Phase II Minimum Eligibility Requirements, but does not complete Phase III Minimum Eligibility Requirements, COMPANY shall be entitled to the Grant for Phase I and Phase II, but will not be entitled to any Grant for Phase III.

D. Twelve Year Condition Precedent Requirements.

1. In order for the Twelve Year Condition Precedent to apply, Company shall satisfy the following requirements:
   a. Secure a Tax-Exempt single-user for a minimum of 300,000 gross square feet of floor area for office and/or health-care uses, as evidenced by a letter from such user provided to the CITY by December 31, 2020, notifying the CITY of such user’s commitment to proceed with a development on the Property and cause the space to be occupied by the single-user described in this Section II.D(1)(a) within eight (8) years of the Effective Date of this Agreement, as evidenced by conditional or permanent certificate(s) of occupancy by that single-user; and
   b. Commencement of Construction of a minimum of 500,000 gross square feet of Office Space on the Property shall occur on or before January 30, 2021.

2. The minimum 300,000 gross square feet of floor area for a single-user described in Section II.D.1(a) shall be in addition to the minimum 500,000 gross square feet of Office Space described in Section II.D.1(b) in order for the Twelve Year Condition Precedent to apply. Moreover, the minimum 300,000 gross square feet of floor area for a single-user described in Section II.D.1(a) shall not be counted towards the requirements in Sections II.A.2)-(4).

3. Notwithstanding any statement to the contrary in this Agreement, it is not a default of this Agreement for Company not to comply with or achieve the
conditions set forth in Section II.D. herein; however, if Company does not satisfy the foregoing conditions precedent, then Company shall have eight (8) years for the CITY to retain $6,300,000.00 of Grant Payments.

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 (i) AN UNCURED BREACH BY COMPANY OF THIS AGREEMENT BETWEEN THE CITY AND COMPANY OR (ii) NEGOTIATIONS OR DISCUSSIONS BY COMPANY WITH CITIES OTHER THAN THE CITY OF IRVING REGARDING THE POTENTIAL RELOCATION OF COMPANY TO A CITY OTHER THAN THE CITY OF IRVING (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, 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.

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 A(i) 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 CITY 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. THE CITY AGREES TO COOPERATE WITH THE INDEMNIFYING PARTIES IN THEIR DEFENSE OF ANY CLAIMS COVERED BY THE PROVISIONS SET FORTH ABOVE.

C. **Immunity Retained.** CITY and COMPANY hereby acknowledge and agree that CITY is entering into 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. For purposes of this Agreement, COMPANY’S remedy under Section III.D(a) will not be considered specific performance.

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.** The real property taxes described in Section II.B. are being used only as a method to calculate CITY’s payment, if any, of the Grant
from lawfully available funds. The Grant shall be subject to annual appropriation by the Irving City Council in the annual budget and 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.

G. The Project is not an improvement project financed by tax increment bonds.

H. The Project 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 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. Subject to the notice and cure rights described in Section VI.C., there shall be no payment of the Grant if any payment of taxes or other obligation to the CITY are delinquent and the legal procedures for protest and/or contest of any such taxes or other obligation are not timely and properly followed. There shall be no payment of the Grant if any real property taxes or business personal property taxes attributable to the Property are delinquent and the legal procedures for protest and/or contest of any such taxes are not timely and properly followed. Notwithstanding the foregoing, delinquent taxes or other delinquent obligations described in this Section III.J. will not be considered a default and any Grant due and payable to COMPANY will be paid once such taxes or other financial obligations are paid.

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 AND RENEWAL

This Agreement is effective as of the Effective Date, and continues until the earlier of (i) twenty five (25) years after the Effective Date of this Agreement; or (ii) the maximum allowable Grant Payments set forth in Section II.B., as applicable, are achieved; or (iii) CITY does not retain $6.3 million dollars of Grant Payments within either (1) eight (8) years of the Effective Date; or (2) twelve (12) years of the Effective Date if the Twelve Year Condition Precedent is satisfied; or (iv) the obligations in Section II.A.1 is not met; or (v) the obligations in Section II.A.2. are not met within eight (8) years of the Effective Date of this Agreement (“Term”).

V. RECORDS AND AUDITS

Throughout the Term of this Agreement, the CITY or its agents shall have reasonable access to the Property (upon at least 10 days prior written and reasonable notice to COMPANY) for the purpose of inspecting same to ensure that the Property is 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.

VI. BREACH

A. Timely Payment. Should the CITY fail to timely pay a Grant due and payable under the terms of this Agreement, any unpaid balance due on such Grant shall accrue Interest until any past due balance is paid in full.

B. In the event COMPANY fails to meet its obligations under Section II.A.1.a. or Section II.A.1.b., then this Agreement shall automatically terminate. Any funds received by CITY from COMPANY shall be kept by CITY, not as a penalty, but as liquidated damages representing an estimate of damages likely to be sustained by the CITY, estimated at or before the time of executing this Agreement. Such termination and amount kept by the CITY, if applicable, shall be the CITY's sole remedy in such an event.

C. In the event COMPANY defaults under any of the terms of this Agreement, other than under Section II.A.1.a. or Section II.A.1.b., the CITY shall give COMPANY written notice of such default; and if COMPANY has not cured such default within thirty (30) days of said written notice, this Agreement may be terminated by the CITY; provided, however, that if such default is not reasonably susceptible of cure within such thirty (30) day period and COMPANY has commenced and is pursuing the cure of same, then after first advising the City Council of COMPANY's efforts to cure same, COMPANY shall have an additional sixty (60) days to cure such default before CITY may exercise its termination right. If a default under this Section VI.C. is cured, within the applicable notice and cure periods described herein, COMPANY shall be entitled to Grant Payments for the remainder of the Term.

D. Except as otherwise stated herein, in the event of an uncured default, and after the expiration of the applicable notice and cure periods under Section VI.C. above, the CITY shall receive from COMPANY as liquidated damages a refund of all Grant Payments made by the CITY to COMPANY in the amount of the Grant received since the date of COMPANY’s default, 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. There shall not be any recapture pursuant to this Section VI.D. for any uncured default or failure of COMPANY to perform under Sections II.A.3, II.A.4, II.A.5(e), II.A.9 or III.J. In the event of a default under Section II.A.5(b), the recapture provisions in that Section shall apply.
E. In the event the CITY or DART does not enter into the Amended Interlocal Agreement COMPANY will be entitled to repayment of any amount(s) paid to the CITY pursuant to Section II.A.1.

VII. EFFECT OF SALE, ASSIGNMENT OR LEASE OF PROPERTY

A. Generally. Except as otherwise provided, this Agreement and the economic incentives are not assignable by COMPANY to any entity without approval of the 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.

B. Permitted Assignments. COMPANY may assign, transfer, or otherwise convey any of its rights or obligations under this Agreement with the prior consent of the City Council, which will not be unreasonably withheld, conditioned, or delayed, to an affiliate of COMPANY under common control with, controlled by or controlling COMPANY, or to a successor in interest of all or a portion of the Property without approval of the City Council, provided that in the event of such assignment to an affiliated COMPANY or successor in interest, COMPANY must provide a sixty (60) day notice of such assignment in writing to the CITY, and the transferee must confirm its intent to be bound by this Agreement and to assume all responsibilities hereunder of COMPANY for the portion of the Agreement so assigned within 60 days of such assignment. No partial assignments are allowable under this Agreement.

C. Collateral Assignment. Upon sixty (60) days written notice to the CITY, but without the prior consent of the City Council, COMPANY may assign its rights in this Agreement, but not its duties or obligations, to a third party providing financing for or future refinancing of development, and/or construction for the Property ("Lender"). After such assignment, in the event of default by COMPANY, the CITY shall provide a copy of the notice of such event of default at the same time notice is provided to COMPANY, to any Lender previously identified by COMPANY to the CITY. If the Lender is permitted under the terms of its agreement with COMPANY to cure the event of default and/or to assume COMPANY’s rights and obligations under this Agreement, the CITY shall recognize such rights of any Lender and otherwise permit such Lender to assume all of the rights and obligations of COMPANY under this Agreement through an assignment or other similar agreement.

VIII. FORCE MAJEURE

Notwithstanding anything in this Agreement which is or may appear to be to the contrary, if the performance by either party to this Agreement of any covenant or obligation hereunder (specifically excluding any monetary obligations) is delayed as a result of circumstances which are beyond the reasonable control of such party and such party gives the other party to this Agreement written notice of the event causing such delay.
delay within sixty days of such event causing the delay ("Force Majeure"), the time for such performance shall be extended by the amount of time of such delay. Such circumstances include acts of God; war; acts of civil disobedience; fire or other casualty; shortage of materials; adverse weather conditions (such as, by way of illustration and not limitation, severe rain storms, below-freezing temperatures, hurricanes, or tornadoes); and labor actions, strikes or similar acts.

IX. 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. The notice is deemed received upon delivery.

Hidden Ridge Development LLC  
c/o Verizon Global Real Estate  
One Verizon Way  
Mail Code: 11W021C  
Basking Ridge, New Jersey 07920  
Attention: Michael Hudson

With a copy to:

Pequot Hill Investments LLC  
120 High Point Lane  
Fairfield, CT 06824  
Attention: Leo Redgate  
Email: leoredgate3@gmail.com

With a copy to:

Verizon Global Real Estate  
Attn: Real Estate Administration  
7701 E. Telecom Parkway  
Mail Code: FLTDSB1W  
Temple Terrace, FL 33637
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 County of Dallas, Texas.
Agreement shall be exclusively in the State District Courts 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. **Estoppel Certificate.** Any party may request an estoppel certificate from the other party so long as the certificate is requested in connection with a bona fide business purpose. The certificate, which will upon request be addressed to a subsequent purchaser or assignee of COMPANY, shall include, but not necessarily be limited to, statements (to the actual knowledge of the party providing such) that this Agreement is in full force and effect without default (or if default exists, the nature of default and curative action, which should be undertaken to cure same), the remaining term of this Agreement, and such other matters reasonably requested by the party to receive the certificate. Any such certificate on behalf of the CITY shall be provided by the Director of Financial Services Department for the City of Irving.

H. **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 to follow on next page.*
EXECUTED the _____ day of January, 2020.

CITY OF IRVING, TEXAS

By: ________________________________
   Richard H. Stopfer, Mayor

ATTEST:

_______________________________
Shanae Jennings, City Secretary

Approved as to form:

_______________________________
Kuruvilla Oommen, City Attorney
MAYOR’S ACKNOWLEDGEMENT

THE STATE OF TEXAS §
COUNTY OF DALLAS §
CITY OF IRVING §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Richard H. Stopfer, Mayor of the City of Irving, Texas, a municipal corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said City of Irving, Texas, a municipal corporation, that he was duly authorized to perform the same by appropriate resolution of the City Council for the City of Irving and that he executed the same as the act of the said City for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of January, 2020, A.D.

__________________________________
Notary Public in and for the State of Texas

__________________________________
(Typed/Printed Name of Notary)

My Commission Expires:

_______________________________

COMPANY:

Hidden Ridge Development LLC,
a Delaware limited liability company

By: Verizon Realty Corp.,
a Delaware corporation
By: _______________________________
    John Vazquez, President

By: Pequot Hill Investments LLC,
a Delaware limited liability company
By: _______________________________
    Leo Redgate, Member
CORPORATE ACKNOWLEDGEMENT

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 John Vazquez, President of Verizon Realty Corp, a Delaware corporation, for and on behalf of Hidden Ridge Development LLC, a Delaware limited liability company, 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 _____ day of January, 2020, A.D.

_____________________________________
Notary Public in and for the State of Texas

(Typed/Printed Name of Notary)

My Commission Expires:

______________________________
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 Leo Redgate, Member of Pequot Hill Investments LLC, a Delaware limited liability company, for and on behalf of Hidden Ridge Development LLC, a Delaware limited liability company, 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 _____ day of January, 2020, A.D.

_____________________________________
Notary Public in and for the State of Texas

_____________________________________
(Typed/Printed Name of Notary)

My Commission Expires:

__________________________
EXHIBIT "A"

Legal Description

PARCEL A

DESCRIPTION, of a 11.591 acre tract of land situated in the Able Moore Survey, Abstract No. 909 and the William Foreman Survey, Abstract No. 472, City of Irving, Dallas County, Texas; said tract being part of Lot 4, Block A, Verizon General Office at Hidden Ridge, an addition to the City of Irving, Texas according to the plat recorded in Instrument No. 201600210244 of the Official Public Records of Dallas County, Texas; said tract also being part of that tract of land described in General Warranty Deed to Verizon Realty Corp. recorded in Volume 89011, Page 3663 and part of that tract of land described in Correction General Warranty Deed to Verizon Realty Corp. recorded in Volume 89046, Page 5083 both of said Deed Records; said 11.591 acre tract being more particularly described as follows:

BEGINNING, at 1/2-inch iron rod with "PACHECO KOCH" cap found for the south end of a right-of-way corner clip at the intersection of the south right-of-way line of Hidden Ridge (a variable width right-of-way) and the east right-of-way line of Macarthur Boulevard (a variable width right-of-way); said point being the most westerly northwest corner of said Lot 4; said point also being the beginning of a curve to the right;

THENCE, in a northeasterly direction along said curve, having a central angle of 95 degrees, 21 minutes, 26 seconds, a radius of 35.00 feet, a chord bearing and distance of North 42 degrees, 55 minutes, 34 seconds East, 51.76 feet, an arc distance of 58.25 feet to a 1/2-inch iron rod with "PACHECO KOCH" cap found at the end of said curve;

THENCE, in an easterly direction, along the said south line of Hidden Ridge and the north line of said Lot 4, the following four (4) calls:

South 89 degrees, 23 minutes, 44 seconds East, a distance of 383.25 feet to a 1/2-inch iron rod with "PACHECO KOCH" cap found for the beginning of a non-tangent curve to the left;

Along said curve, having a central angle of 20 degrees, 47 minutes, 03 seconds, a radius of 1,274.97 feet, a chord bearing and distance of North 81 degrees, 09 minutes, 58 seconds East, 459.97 feet, an arc distance of 462.50 feet to a 1/2-inch iron rod with "PACHECO KOCH" cap found at the beginning of a non-tangent curve to the right;

Along said curve, having a central angle of 29 degrees, 59 minutes, 11 seconds, a radius of 935.48 feet, a chord bearing and distance of North 84 degrees, 57 minutes, 49 seconds East, 484.03 feet, an arc distance of 489.59 feet to a 1/2-inch iron rod with "PACHECO KOCH" cap found at the end of said curve;
South 80 degrees, 03 minutes, 34 seconds East, a distance of 20.71 feet to a point for corner; said point being the northwest corner of a Dallas Area Rapid Transit Public Mass Transit easement recorded in Instrument No. 20120004722 of the said Official Public Records and the beginning of a non-tangent curve to the right;

THENCE, departing the said south line of Hidden Ridge and along the west line of the said Dallas Area Rapid Transit easement, the following three (3) calls:

In a southwesterly direction along said curve, having a central angle of 48 degrees, 11 minutes, 09 seconds, a radius of 580.75 feet, a chord bearing and distance of South 45 degrees, 15 minutes, 36 seconds West, 474.15 feet, an arc distance of 488.51 feet to a point for corner;

South 69 degrees, 21 minutes, 09 seconds West, a distance of 773.39 feet to a point for corner;

South 70 degrees, 28 minutes, 46 seconds West, a distance of 163.17 feet to a point for corner in the said east line of Macarthur Boulevard; said point being the beginning of a non-tangent curve to the right;

THENCE, along the said east line of Macarthur Boulevard, the following four (4) calls:

Along said curve, having a central angle of 16 degrees, 35 minutes, 28 seconds, a radius of 990.48 feet, a chord bearing and distance of North 25 degrees, 30 minutes, 31 seconds West, 285.81 feet, an arc distance of 286.81 feet to a point at the beginning of a non-tangent curve to the right;

Along said curve, having a central angle of 03 degrees, 11 minutes, 18 seconds, a radius of 390.00 feet, a chord bearing and distance of North 08 degrees, 29 minutes, 21 seconds West, 21.70 feet, an arc distance of 21.70 feet to a point at the beginning of a reverse curve to the left;

Along said curve, having a central angle of 04 degrees, 43 minutes, 39 seconds, a radius of 510.00 feet, a chord bearing and distance of North 09 degrees, 15 minutes, 32 seconds West, 42.07 feet, an arc distance of 42.08 feet to a point at the beginning of a reverse curve to the right;

Along said curve, having a central angle of 06 degrees, 52 minutes, 12 seconds, a radius of 1,658.00 feet, a chord bearing and distance of North 08 degrees, 11 minutes, 15 seconds West, 198.68 feet, an arc distance of 198.80 feet to the POINT OF BEGINNING;

CONTAINING: 504,899 square feet or 11.591 acres of land, more or less.
PARCEL B

DESCRIPTION, of a 19.126 acre tract of land situated in the Able Moore Survey, Abstract No. 909 and the William Foreman Survey, Abstract No. 472, City of Irving, Dallas County, Texas; said tract being all of Lot 4, Block A, Verizon General Office at Hidden Ridge, an addition to the City of Irving, Texas according to the plat recorded in Instrument No. 201600210244 of the Official Public Records of Dallas County, Texas; said tract also being part of that tract of land described in General Warranty Deed to Verizon Realty Corp. recorded in Volume 89011, Page 3663 and part of that tract of land described in Correction General Warranty Deed to Verizon Realty Corp. recorded in Volume 89046, Page 5083 both of said Deed Records; said 19.126 acre tract being more particularly described as follows:

BEGINNING, at a "V" cut in concrete found for corner in the south line of hidden Ridge Road (a variable width right-of-way); said point being the northeast corner of said Lot 4;

THENCE, in a southerly direction, departing the said south line of Hidden Ridge and along the east line of said Lot 3 the following four (4) calls:

South 09 degrees, 59 minutes, 35 seconds West, a distance of 82.01 feet to a 5/8-inch iron rod found for corner;

South 20 degrees, 19 minutes, 49 seconds East, a distance of 747.65 feet to a 5/8-inch iron rod found for corner;

North 86 degrees, 35 minutes, 50 seconds West, a distance of 95.28 feet to a 5/8-inch iron rod found for corner;

South 03 degrees, 24 minutes, 10 seconds West, a distance of 143.22 feet to a 5/8-inch iron rod found for corner in the north line of that tract of land described as Tract 5 in Special Warranty Deed to BRE Las Colinas LLC recorded in Instrument No. 20140028176 of the said Official Public Records; said point being the southeast corner of said Lot 4;

THENCE, in a westerly direction along the south line of said Lot 4 and the said north line of Tract 5, the following five (5) calls:

South 66 degrees, 48 minutes, 50 seconds West, a distance of 227.12 feet to a 5/8-inch iron rod found for corner;

North 50 degrees, 30 minutes, 39 seconds West, a distance of 509.36 feet to a 5/8-inch iron rod with "BDD" cap found for corner;

North 75 degrees, 23 minutes, 26 seconds West, a distance of 692.18 feet to a 5/8-inch iron rod with "BDD" cap found for corner;
South 86 degrees, 21 minutes, 10 seconds West, a distance of 244.89 feet to a point for corner;

South 11 degrees, 38 minutes, 58 seconds West, a distance of 300.10 feet to a 1/2-inch iron rod with "PACHECO KOCH" cap found for corner in the east line of said Macarthur Boulevard; said point being the most westerly southwest corner of said Lot 4 and being the beginning of a non-tangent curve to the right;

THENCE, In a northerly direction, along said curve and the said east line of Macarthur Boulevard, having a central angle of 17 degrees, 15 minutes, 05 seconds, a radius of 969.17 feet, a chord bearing and distance of North 44 degrees, 28 minutes, 30 seconds West, 290.71 feet, an arc distance of 291.81 feet to a 1/2-inch iron rod with "PACHECO KOCH" cap found at the beginning of a non-tangent curve to the right;

THENCE, in a northerly direction, along said curve and along the said east line of Macarthur Boulevard, having a central angle of 02 degrees, 02 minutes, 44 seconds, a radius of 990.48 feet, a chord bearing and distance of North 34 degrees, 49 minutes, 37 seconds West, 35.36 feet, an arc distance of 35.36 feet to a point at the end of said curve; said point being the southwest corner of a Dallas Area Rapid Transit Public Mass Transit easement recorded in Instrument No. 201200004722 of the said Official Public Records;

THENCE, along the north line of said Dallas Area Rapid Transit Public Mass Transit easement the following three (3) calls:

North 70 degrees, 28 minutes, 46 seconds East, a distance of 163.17 feet to a point for corner;

North 69 degrees, 21 minutes, 09 seconds East, a distance of 773.39 feet to a point at the beginning of a curve to the left;

In a northeasterly direction along said curve, having a central angle of 48 degrees, 11 minutes, 09 seconds, a radius of 580.75 feet, a chord bearing and distance of North 45 degrees, 15 minutes, 36 seconds East, 474.15 feet, an arc distance of 488.41 feet to a point at the end of said curve in the said south line of Hidden Ridge;

THENCE, South 80 degrees, 03 minutes, 34 seconds East, along the said south line of Hidden Ridge, a distance of 451.09 feet to the POINT OF BEGINNING;

CONTAINING: 833,145 square feet or 19.126 acres of land, more or less.

PARCEL D & F

County, Texas; said tract being part of that tract of land described in General Warranty Deed to GTE Realty Corporation recorded in Volume 97179, Page 4254 of the Deed Records of Dallas County, Texas; said 9.107 acre tract being more particularly described as follows:

BEGINNING, at the north end of a right-of-way corner clip at the intersection of the north right-of-way line of Hidden Ridge (a variable width right-of-way) and the west right-of-way line of Green Park Drive (a 100-foot wide right-of-way); from said point a 1/2-inch iron rod found bears South 09 degrees, 22 minutes East, a distance of 0.55 feet;

THENCE, South 10 degrees, 14 minutes, 05 seconds West, along said corner clip, a distance of 48.58 feet to a point for corner at the west end of said right-of-way corner clip; said point being the beginning of a non-tangent curve to the left; from said point a 1/2-inch iron rod found bears South 06 degrees, 00 minutes West, a distance of 0.78 feet;

THENCE, in a southwesterly direction, along the said north line of Hidden Ridge and said curve to the left, having a central angle of 21 degrees, 26 minutes, 55 seconds, a radius of 725.00 feet, a chord bearing and distance of South 50 degrees, 05 minutes, 20 seconds West, 269.82 feet, an arc distance of 271.40 feet to a point at the end of said curve; from said point a 1/2-inch iron rod found bears South 39 degrees, 02 minutes East, a distance of 0.74 feet;

THENCE, South 39 degrees, 21 minutes, 53 seconds West, continuing along the said north line of Hidden Ridge, a distance of 181.87 feet to a point for corner; said point being at the southeast corner of Lot 1, Block A, Horseshoe Addition, an addition to the City of Irving according to the plat recorded in Instrument No. 201700109875 of the Official Public Records of Dallas County, Texas;

THENCE, departing the said north line of Hidden Ridge and along the east line of said Lot 1, the following three (3) calls:

North 50 degrees, 38 minutes, 50 seconds West, departing the said north line of Hidden Ridge, a distance of 29.08 feet to a point at the beginning of a tangent curve to the right;

In a northwesterly direction, along said curve, having a central angle of 35 degrees, 06 minutes, 31 seconds, a radius of 312.69 feet, a chord bearing and distance of North 33 degrees, 04 minutes, 56 seconds West, 188.62 feet, an arc distance of 191.60 feet to a point at the end of said curve;

North 15 degrees, 31 minutes, 03 seconds West, a distance of 955.60 feet to a point for corner in the south line of that tract of land described in Special Warranty Deed to Dallas Area Rapid Transit recorded in instrument No. 200900352746 of the said Official Public;
THENCE, North 85 degrees, 39 minutes, 53 seconds East, along the said south line of Dallas Area Rapid Transit tract, a distance of 385.45 feet to a 1/2-inch iron rod with "PACHECO KOCH" cap set for corner in the west line of Green Park Drive (a 100-foot wide right-of-way); said point being the southeast corner of said Dallas Area Rapid Transit tract;

THENCE, in a southeasterly direction, along the said west line of Green Park Drive, the following three (3) calls:

South 00 degrees, 41 minutes, 49 seconds East, a distance of 82.93 feet to a point for corner; said point being the beginning of a tangent curve to the left; from said point a 1/2-inch iron rod found bears South 49 degrees, 33 minutes West, a distance of 1.03 feet;

Along said curve, having a central angle of 34 degrees, 00 minutes, 58 seconds, a radius of 700.00 feet, a chord bearing and distance of South 17 degrees, 42 minutes, 16 seconds East, 409.51 feet, an arc distance of 415.59 feet to a point at the end of said curve; from said point a 1/2-inch iron rod found bears South 06 degrees, 07 minutes West, a distance of 1.37 feet;

South 34 degrees, 42 minutes, 45 seconds East, a distance of 355.00 feet to the POINT OF BEGINNING;

CONTAINING: 396,720 square feet or 9.107 acres of land, more or less.

PARCEL E & G

DESCRIPTION, of a 12.268 acre tract of land situated in the John Cox Survey, Abstract No. 219 and the Antonio Hernandez Survey, Abstract No. 551, City of Irving, Dallas County, Texas; said tract being part of Block E, Las Colinas Sector XXX First Installment, an addition to the City of Irving, Texas according to the plat recorded in Volume 86052, Page 3749 of the Deed Records of Dallas County, Texas; said tract also being part of Tract 2 described in General Warranty Deed to GTE Realty Corporation recorded in Volume 89011, Page 3663 of said Deed Records and part of Tract 2 described in Correction General Warranty Deed to GTE Realty Corporation recorded in Volume 88046, Page 5083 of said Deed Records; said 12.268 acre tract being more particularly described as follows:

BEGINNING, at a point at the east end of a right-of-way corner clip at the intersection of the north line of Hidden Ridge (a variable width right-of-way) and the east right-of-way line of Green Park Drive (a 100-foot wide right-of-way); from said point a 1/2-inch iron rod found bears South 62 degrees, 38 minutes East, a distance of 1.19 feet;

THENCE, North 70 degrees, 57 minutes, 59 seconds West, along said corner clip, a distance of 59.13 feet to a point for corner; said point being the north end of said right-
of-way corner clip; from said point a 1/2-inch iron rod found bears South 56 degrees, 16 minutes East, a distance of 1.12 feet;

THENCE, in a northerly direction, along the said east line of Green Park Drive, the following three (3) calls:

North 34 degrees, 42 minutes, 45 seconds West, a distance of 379.08 feet to the beginning of a tangent curve to the right; from said point a 1/2-inch iron rod found bears South 63 degrees, 23 minutes East, a distance of 0.91 feet;
Along said curve, having a central angle of 34 degrees, 00 minutes, 59 seconds, a radius of 600.00 feet, a chord bearing and distance of North 17 degrees, 42 minutes, 16 seconds West, 351.01 feet, an arc distance of 356.22 feet to a 1/2-inch iron rod with "PACHECO KOCH" cap set at the end of said curve;

North 00 degrees, 41 minutes, 49 seconds West, a distance of 132.03 feet to a point for corner at the west end of a right-of-way corner clip at the intersection of the said east line of Green Park Drive and the south right-of-way line of Meadow Creek Drive (a variable width right-of-way);

THENCE, North 42 degrees, 49 minutes, 23 seconds East, along said corner clip, a distance of 29.01 feet to a 1/2-inch iron rod with "PACHECO KOCH" cap set at the east end of said right-of-way corner clip; said point being the beginning of a non-tangent curve to the left;

THENCE, in a northeasterly direction, along the said south line of Meadow Creek Drive, the following three (3) calls:

Along said curve to the left, having a central angle of 48 degrees, 12 minutes, 36 seconds, a radius of 550.00 feet, a chord bearing and distance of North 61 degrees, 11 minutes, 45 seconds East, 449.25 feet, an arc distance of 462.78 feet to a point at the end of said curve; from said point a 1/2-inch iron rod found bears South 38 degrees, 02 minutes East, a distance of 0.67 feet;

North 37 degrees, 05 minutes, 27 seconds East, a distance of 294.58 feet to the beginning of a non-tangent curve to the right; from said point a 5/8-inch iron rod found bears South 26 degrees, 47 minutes East, a distance of 0.34 feet;

Along said curve to the right, having a central angle of 94 degrees, 53 minutes, 22 seconds, a radius of 40.00 feet, a chord bearing and distance of North 84 degrees, 31 minutes, 54 seconds East, 58.93 feet, an arc distance of 66.25 feet to a 5/8-inch iron rod found at the end of said curve; said point being the intersection of the said south line of Meadow Creek Drive and the west line of State Highway No. 114 (a variable width right-of-way); said point being the beginning of a non-tangent curve to the right;
THENCE, along said curve and said west line State Highway No. 114, having a central angle of 00 degrees, 06 minutes, 23 seconds, a radius of 2,292.01 feet, a chord bearing and distance of South 47 degrees, 58 minutes, 28 seconds East, 4.26 feet, an arc distance of 4.26 feet to a point at the end of said curve.

THENCE, South 06 degrees, 20 minutes, 00 seconds West, departing the said west line State Highway No. 114, a distance of 632.33 feet to a point at the beginning of a tangent curve to the left;

THENCE, in a southerly direction along said curve, having a central angle of 21 degrees, 48 minutes, 53 seconds, a radius of 250.00 feet, a chord bearing and distance of South 04 degrees, 34 minutes, 27 seconds East, 94.61 feet, an arc distance of 95.19 feet to a point at the end of said curve;

THENCE, South 15 degrees, 28 minutes, 53 seconds East, a distance of 399.25 feet to a point at the beginning of a tangent curve to the right;

THENCE, in a southerly direction along said curve, having a central angle of 25 degrees, 48 minutes, 25 seconds, a radius of 320.00 feet, a chord bearing and distance of South 02 degrees, 34 minutes, 41 seconds East, 142.92 feet, an arc distance of 144.13 feet to a point at the end of said curve;

THENCE, South 10 degrees, 19 minutes, 32 seconds West, a distance of 8.41 feet to a point at the beginning of a non-tangent curve to the left in the said north line of Hidden Ridge;

THENCE, in a westerly direction along said curve, having a central angle of 25 degrees, 41 minutes, 24 seconds, a radius of 725.00 feet, a chord bearing and distance of South 87 degrees, 28 minutes, 49 seconds West, 322.36 feet, an arc distance of 325.07 feet to the POINT OF BEGINNING;

CONTAINING: 534,378 square feet or 12.268 acres of land, more or less.

PARCEL H

DESCRIPTION, of a 17.789 acre tract of land situated in the John Cox Survey, Abstract No. 219 and the Antonio Hernandez Survey, Abstract No. 551, City of Irving, Dallas County, Texas; said tract being part of Block E, Las Colinas Sector XXX First Installment, an addition to the City of Irving, Texas according to the plat recorded in Volume 86052, Page 3749 of the Deed Records of Dallas County, Texas; said tract also being part of Tract 2 described in General Warranty Deed to GTE Realty Corporation recorded in Volume 89011, Page 3663 of said Deed Records and part of Tract 2 described in Correction General Warranty Deed to GTE Realty Corporation recorded in Volume 89045, Page 5083 of said Deed Records; said 17.789 acre tract being more particularly described as follows:
BEGINNING, at a 1/2-inch iron rod with "PACHECO KOCH" cap set at the intersection of the north right-of-way line of Hidden Ridge (a variable width right-of-way) and the west right-of-way line of State Highway No. 114 (a variable width right-of-way); said point being the beginning of a tangent curve to the right;

THENCE, in a westerly direction, along the said north line of Hidden Ridge, the following four (4) calls:

Along said curve to the right, having a central angle of 39 degrees, 11 minutes, 37 seconds, a radius of 600.00 feet, a chord bearing and distance of South 87 degrees, 27 minutes, 24 seconds West, 402.48 feet, an arc distance of 410.44 feet to a 1/2-inch iron rod with "PACHECO KOCH" cap set at the end of said curve;

North 72 degrees, 56 minutes, 46 seconds West, a distance of 365.82 feet to an angle point; from said point a 1/2-inch iron rod found bears South 87 degrees, 14 minutes East, a distance of 0.57 feet;

North 70 degrees, 31 minutes, 25 seconds West, a distance of 104.76 feet to the beginning of a tangent curve to the left; from said point a 1/2-inch iron rod found bears South 82 degrees, 24 minutes East, a distance of 1.01 feet;

In a northerly direction along said curve, having a central angle of 09 degrees, 07 minutes, 03 seconds, a radius of 725.00 feet, a chord bearing and distance of North 75 degrees, 06 minutes, 57 seconds West, 115.25 feet, an arc distance of 115.37 feet to a point at the end of said curve;

THENCE, North 10 degrees, 19 minutes, 32 seconds East, departing the said north line of Hidden Ridge, a distance of 8.41 feet to a point at the beginning of a tangent curve to the left;

THENCE, in a northerly direction along said curve, having a central angle of 25 degrees, 48 minutes, 25 seconds, a radius of 320.00 feet, a chord bearing and distance of North 02 degrees, 34 minutes, 41 seconds West, 142.92 feet, an arc distance of 144.13 feet to a point at the end of said curve;

THENCE, North 15 degrees, 28 minutes, 53 seconds West, a distance of 399.25 feet to a point at the beginning of a tangent curve to the right;

THENCE, in a northerly direction along said curve, having a central angle of 21 degrees, 48 minutes, 53 seconds, a radius of 250.00 feet, a chord bearing and distance of North 04 degrees, 34 minutes, 27 seconds West, 94.61 feet, an arc distance of 95.19 feet to a point at the end of said curve;
THENCE, North 06 degrees, 20 minutes, 00 seconds East, a distance of 632.33 feet to a point for corner in the said west line State Highway No. 114; said point being the beginning of a non-tangent curve to the right;

THENCE, in a southeasterly direction along said west line State Highway No. 114, the following nine (9) calls:

Along said curve, having a central angle of 10 degrees, 07 minutes, 01 seconds, a radius of 2,292.01 feet, a chord bearing and distance of South 42 degrees, 51 minutes, 46 seconds East, 404.18 feet, an arc distance of 404.70 feet to a 1/2-inch iron rod found at the end of said curve;

South 37 degrees, 48 minutes, 16 seconds East, a distance of 106.12 feet to a 1/2-inch iron rod with "PACHECO KOCH" cap set for an angle point;

South 30 degrees, 36 minutes, 39 seconds East, a distance of 95.62 feet to a 1/2-inch iron rod with "PACHECO KOCH" cap set for an angle point;

South 36 degrees, 55 minutes, 45 seconds East, a distance of 298.44 feet to a 1/2-inch iron rod with "PACHECO KOCH" cap set for an angle point;

South 32 degrees, 53 minutes, 49 seconds East, a distance of 191.76 feet to an angle point; from said point a 1/2-inch iron rod found bears North 77 degrees, 26 minutes East, a distance of 0.32 feet;

South 41 degrees, 54 minutes, 05 seconds East, a distance of 90.81 feet to an angle point; from said point a concrete monument found bears North 49 degrees, 38 minutes East, a distance of 0.92 feet;

South 33 degrees, 07 minutes, 57 seconds East, a distance of 286.32 feet to a 1/2-inch iron rod with "PACHECO KOCH" cap set for an angle point; from said point a concrete monument found bears North 32 degrees, 14 minutes East, a distance of 2.56 feet and an aluminum disc found bears South 58 degrees, 49 minutes East, a distance of 3.34 feet;

South 23 degrees, 20 minutes, 46 seconds East, a distance of 199.58 feet to an angle point; from said point a concrete monument found bears South 48 degrees, 20 minutes East, a distance of 0.76 feet;

South 35 degrees, 33 minutes, 41 seconds East, a distance of 73.72 feet to the POINT OF BEGINNING;

CONTAINING: 774,868 square feet or 17.789 acres of land, more or less.
RESOLUTION

of the

DALLAS AREA RAPID TRANSIT BOARD

(Executive Committee)

RESOLUTION

Contract for Construction Services for the DART Hidden Ridge Station in Irving, Texas and Amend Interlocal Agreement (ILA) with City of Irving for Funding

WHEREAS, this contract will provide for construction of the infill Hidden Ridge Station along the Orange Line; and

WHEREAS, a competitive sealed proposal procurement for a 390-day contract with no options was conducted in accordance with the DART Procurement Regulations; and

WHEREAS, the proposed pricing is fair and reasonable; and

WHEREAS, funding for this contract is provided by City of Irving per the Interlocal Agreement (ILA) with City of Irving executed on April 10, 2018; and

WHEREAS, on November 7, 2019, the City of Irving and DART agreed to seek approval of Amendment to ILA to permit contract award prior to second payment to be made by City of Irving before June 30, 2020.

NOW, THEREFORE, BE IT RESOLVED by the Dallas Area Rapid Transit Board of Directors that the President/Executive Director or his designee is authorized to:

Section 1: Award a contract for Hidden Ridge Station Construction Services to Archer Western Construction in the amount of $11,067,000, plus a supplemental work contingency of $553,350 (5%) for unanticipated expenses, for a total authorized amount not to exceed $11,620,350.

Section 2: Execute an amendment to the existing Interlocal Agreement with the City of Irving, to amend sections 2.04 and 3.02 of the existing ILA, in the form attached to the Resolution as Exhibit 1, to permit contract award prior to second payment to be made by City of Irving before June 30, 2020.
Contract for Construction Services for the DART Hidden Ridge Station in Irving, Texas and Amend Interlocal Agreement (ILA) with City of Irving for Funding

Jonathan R. Kelly  
Secretary

Paul N. Wageman  
Chair

APPROVED AS TO FORM:

Gene Gamez  
General Counsel

ATTEST

Gary C. Thomas  
President/Executive Director

January 14, 2020  
Date
AMENDMENT ONE TO INTERLOCAL AGREEMENT
between
CITY OF IRVING AND DALLAS AREA RAPID TRANSIT
for
CONSTRUCTION OF CARPENTER RANCH LIGHT RAIL STATION

This Amended Interlocal Agreement (“Amendment”) is made between CITY OF IRVING (“City”), a Texas home rule municipality, and DALLAS AREA RAPID TRANSIT (“DART”), a regional transportation authority organized and existing pursuant to Chapter 452 of the Texas Transportation Code, and amends the Agreement defined below. DART and the City are referred to collectively herein as “the Parties” and each individually as a “Party”.

WHEREAS, DART Light Rail Orange Line Section Irving-2 includes a site that was designated as the future Carpenter Ranch Light Rail Station (referred to herein as the “Station”) located west of the intersection of Meadow Creek Drive and Green Park Drive in Irving, Texas; and

WHEREAS, on May 11, 2010, by resolution number 100066, the DART Board of Directors authorized deferral of the construction of the Station and stated that funding for the future construction of the Station shall be provided by others; and

WHEREAS, previously, the City requested that DART design and construct the Station so as to provide additional service to the citizens of Irving, to encourage economic development, and to coordinate with the planned Verizon development near the Station; and

WHEREAS, on July 13, 2017, the Regional Transportation Council of the North Central Texas Council of Governments Metropolitan Planning Commission, approved a list of projects to fund through the 2017/2018 Congestion Mitigation and Air Quality Surface Transportation Block Grant Transit Program, which includes partial funding for the Station, through a grant to DART in the amount of $8,800,000; and

WHEREAS, on April 10, 2018, the City and DART entered into an Interlocal Agreement (the “Agreement”) for funding the design and construction for the Station on the terms set forth therein; and

WHEREAS, the City and DART desire to enter into this Amendment revising certain respective duties and responsibilities of the Parties in relation to design, construction and financing of the Station.

NOW THEREFORE, in consideration of the mutual covenants set forth in this Amendment, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby amend the Agreement to read as follows:

1 Words in strike-through type are deletions from the existing agreement; words in underlined type are additions.
2. DART OBLIGATIONS

2.04 2.04—DART will inform the City in writing of the proposed Station construction contract ("Construction Contract")—price and Total Project Costs prior to award of the Construction Contract. Upon receipt of the City’s Second Deposit, DART will award the Construction Contract and proceed accordingly with the Project. DART has notified the City in writing of the anticipated Total Project Costs and DART will award the construction contract ("Construction Contract") after reaching agreement with contractor on the form of contract. DART will provide City with periodic reports reflecting the actual Total Project Costs, including changes from the current budget. Cost and schedule impacts resulting from any changes in the documents and design made during construction, requested by the City, will be the responsibility of the City. DART will process change orders less than $100,000 resulting from any changes in the design or construction that are within the authorized contingency provided in the Total Project Costs, without prior approval of the City. DART will notify City of any individual cost impacts resulting from any change orders of $100,000 or more, and DART will provide the City a copy of the proposed change order for review, prior to the execution of the change order. In the event of unforeseen conditions that result in the increase in Total Project Costs, DART will notify City, and the change order causing that impact and any additional change orders causing further increases in Total Project Costs shall be provided by DART to the City for review and consideration for funding by the City. DART will not approve any change order causing or allowing an increase in Total Project Costs without the consent of the City. The Parties acknowledge that in the event of a change order exceeding $100,000 or an increase in Total Project Costs, time will be of the essence to reach mutual agreement regarding funding and to obtain City Council and DART Board action, as necessary, to avoid delay in implementation of the Project.

* * * * *

3. CITY OBLIGATIONS

3.02 In the event DART’s notice to the City as described in Section 2.04 indicates Total Project Costs in excess of $12,000,000.00, City will deposit cash with DART, within 45 days after receipt of notice from DART, in the amount of the Second Deposit.

3.02 DART’s notice to the City, as described in Section 2.04, indicates Total Project Costs will be $13,581,406. Accordingly, City will deposit clear funds with DART, on a mutually agreed upon date, however no later than June 30, 2020, in the amount of $1,581,406.

* * * * *

Attachment 2, referenced in the Agreement in section 2.01 and attached to the Agreement is deleted and replaced by the revised Attachment 2, attached hereto and incorporated herein for all purposes.

Page 2
IN WITNESS, WHEREOF, the Parties have executed this Amendment in multiple originals effective as of the date last signed by a Party.

CITY OF IRVING

By: __________________________
    Mayor

Attest:

Shanae Jennings, City Secretary

Approved as to form:

Kuruvilla Oommen, City Attorney

DALLAS AREA RAPID TRANSIT

By: __________________________
    Gary C. Thomas
    President/Executive Director
REVISED ATTACHMENT 2: Anticipated Project Schedule

Based on Construction Schedule in Construction Contract After Execution of Amendment of Interlocal Agreement

- COTW Board Approval of Construction Contract: January 14, 2020
- Anticipated Notice to Proceed: January 24, 2020
- Construction Complete: October 2020
- Complete Testing: November 2020
- Revenue Services: December 2020
EXHIBIT "C"

Parcels
CORPORATE CERTIFICATION

I, the undersigned officer of Verizon Realty Corp., which is a member of Hidden Ridge Development LLC (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. Verizon Realty Corp. is a member of the Company, and I am a duly chosen, qualified and acting officer of Verizon Realty Corp., 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 2264.001(4) 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 other 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 2270.002 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 term 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 certificate, 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 806.051, 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 ______ day of January, 2020.

By: ________________________________
Name: ______________________________
Title: ______________________________

VERIFICATION

THE STATE OF _________ §
COUNTY OF ___________ §

BEFORE ME, the undersigned notary public on this day personally appeared __________________________, on behalf of ______________________________ (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 _____ day of January, A.D., 2020.

________________________________________
Notary Public

________________________________________
(Typed/Printed Name of Notary)

My Commission Expires:

________________________
Resolution -- Approving Amendment One to Interlocal Agreement Between the City of Irving and Dallas Area Rapid Transit (DART) for the Construction of Carpenter Ranch Light Rail Station Related to the Hidden Ridge Development

Administrative Comments

1. This item is recommended by the Traffic and Transportation Development.

2. **Impact:** Approval of Amendment One to Interlocal Agreement (ILA) between the City and DART will amend the agreement revising certain respective duties and responsibilities in relation to design, construction and financing of the construction of the Carpenter Ranch Light Rail Station related to the Hidden Ridge Development.

3. **This item was discussed in executive session at the City Council Work Session meeting on January 15, 2020.**

4. The City has requested that DART construct the Carpenter Ranch Light Rail Station in coordination with the planned Hidden Ridge Development. Construction is anticipated to be complete in October 2020, and revenue service to begin in December 2020.

5. On July 13, 2017, the Regional Transportation Council of the North Central Texas Council of Governments (NCTCOG) metropolitan planning commission approved a list of projects to fund through the 2017-2018 Congestion Mitigation and Air Quality Surface Transportation Block Grant Transit Program (CMAQ Grant), which included the Carpenter Ranch Light Rail Station in the amount of $8,800,000. DART is the eligible recipient for CMAQ grant and will construct the station.

6. On April 10, 2018, the City and DART entered into an interlocal agreement for funding the design and construction for the Station. The Preliminary Engineer's Estimate for the construction of the DART station was $12,000,000. The City made an initial deposit in the amount of $3,200,000 [the difference between the grant and engineer's estimate].

7. The construction bid for the Total Project Cost is in the amount of $13,581,406, which exceeds the Preliminary Engineer’s Estimate. Accordingly, the City will deposit $1,581,406 no later than June 30, 2020. The amendment to the ILA provides for DART to award the construction contract prior to the City making the second payment.

8. City funding will be expended first during construction. DART will seek reimbursement from the CMAQ grant as expenses are incurred. DART will advise City of change orders for City review and funding.

9. This Amendment One to the ILA was presented to the DART Board on January 14, 2020. By DART Resolution 200013, the DART Board authorized (1) the award of the construction contract to Archer Western Construction in the amount of $11,067,000, plus supplemental work contingency of $553,350 (5%) for unanticipated expenses, for a total authorized amount not to exceed $11,620,350;
and (2) the execution of an amendment to the existing ILA with the City.

10. This is a companion to the Amended and Restated Economic Development Incentive Agreement on this agenda between the City and Hidden Ridge Development, LLC (Developer), which contains terms where the Developer makes the cash deposits described above, with the City, in advance, to meet these obligations.

Recommendation

The resolution be approved, if the Amended and Restated Economic Development Incentive Agreement with Hidden Ridge Development, LLC is approved.

ADDITIONAL COMMENTS:

<table>
<thead>
<tr>
<th>Contract Required:</th>
<th>Yes</th>
<th>Review Completed By:</th>
<th>Christina Weber</th>
</tr>
</thead>
<tbody>
<tr>
<td>Previous Action:</td>
<td>2018-89</td>
<td>Council Action:</td>
<td>ILA DART for Hidden Ridge</td>
</tr>
</tbody>
</table>

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

ATTACHMENTS:

RES - Amendment 1 to DART Interlocal Agreement (PDF)
DART Board Resolution 200013 (PDF)

CURRENT YEAR FINANCIAL IMPACT:

Pass thru funding of $1,581,406 will be from Developer to DART.

REVISION INFORMATION:

Prepared: 1/20/2020 10:52 AM by Cynthia Castro
Last Updated: 1/24/2020 09:11 AM by Christina Weber
WHEREAS, DART Light Rail Orange Line Section Irving-2 includes a site that was designated as the future Carpenter Ranch Light Rail station (the “Station”) located just west of the intersection of Meadow Creek Drive and Green Park Drive in Irving, Texas; and

WHEREAS, on May 11, 2010, by resolution number 100066, the DART Board of Directors authorized deferral of the construction of the Station and stated that funding for the future construction of the Station shall be provided by others; and

WHEREAS, DART completed construction of the Orange Line Light Rail Line Section Irving-2 and operates through the Station location without a Station stop; and

WHEREAS, on July 13, 2017, the Regional Transportation Council of the North Central Texas Council of Governments metropolitan planning commission, approved a list of projects to fund through the 2017/2018 Congestion Mitigation and Air Quality Surface Transportation Block Grant Transit Program, which included the Station in the amount of $8,800,000 (the “CMAQ Grant”); and

WHEREAS, Hidden Ridge Development, LLC has agreed to pay certain costs related to the construction of the Station, to facilitate its planned private improvements in the vicinity of the Station; and

WHEREAS, the City and Dallas Area Rapid Transit (“DART”) desired to enter into an agreement providing for the respective duties and responsibilities of the City and DART in relation to design and construction of the Carpenter Ranch Station; and

WHEREAS, the City Council approved Resolution No. 2018-89 on March 18, 2018 approving an Interlocal Agreement between DART and the City of Irving for the design and construction of the future Carpenter Ranch Station (“Original ILA”); and

WHEREAS, the City and DART desire to amend the Original ILA and enter into Amendment One to the Interlocal Agreement providing for the respective duties and responsibilities of the City and DART in relation to design and construction of the Carpenter Ranch Station; and

WHEREAS, on January 14, 2020, by resolution number 200013, the DART Board of Directors authorized the award of the construction contract to Archer Western Construction and the execution of Amendment One to the Interlocal Agreement;

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 Amendment One to the Interlocal Agreement between the DART and the City of Irving for the design and construction of the future Carpenter Ranch Station, and the Mayor is authorized to execute said agreement.

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


____________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

____________________________
Shanae Jennings
City Secretary

APPROVED AS TO FORM:

____________________________
Kuruvilla Oommen
City Attorney
AMENDMENT ONE TO INTERLOCAL AGREEMENT
between
CITY OF IRVING AND DALLAS AREA RAPID TRANSIT
for
CONSTRUCTION OF CARPENTER RANCH LIGHT RAIL STATION

This Amended Interlocal Agreement ("Amendment") is made between CITY OF IRVING ("City"), a Texas home rule municipality, and DALLAS AREA RAPID TRANSIT ("DART"), a regional transportation authority organized and existing pursuant to Chapter 452 of the Texas Transportation Code, and amends the Agreement defined below. DART and the City are referred to collectively herein as "the Parties" and each individually as a "Party".

WHEREAS, DART Light Rail Orange Line Section Irving-2 includes a site that was designated as the future Carpenter Ranch Light Rail Station (referred to herein as the "Station") located west of the intersection of Meadow Creek Drive and Green Park Drive in Irving, Texas; and

WHEREAS, on May 11, 2010, by resolution number 100066, the DART Board of Directors authorized deferral of the construction of the Station and stated that funding for the future construction of the Station shall be provided by others; and

WHEREAS, previously, the City requested that DART design and construct the Station so as to provide additional service to the citizens of Irving, to encourage economic development, and to coordinate with the planned Verizon development near the Station; and

WHEREAS, on July 13, 2017, the Regional Transportation Council of the North Central Texas Council of Governments Metropolitan Planning Commission, approved a list of projects to fund through the 2017/2018 Congestion Mitigation and Air Quality Surface Transportation Block Grant Transit Program, which includes partial funding for the Station, through a grant to DART in the amount of $8,800,000; and

WHEREAS, on April 10, 2018, the City and DART entered into an Interlocal Agreement (the "Agreement") for funding the design and construction for the Station on the terms set forth therein; and

WHEREAS, the City and DART desire to enter into this Amendment revising certain respective duties and responsibilities of the Parties in relation to design, construction and financing of the Station.

NOW THEREFORE, in consideration of the mutual covenants set forth in this Amendment, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby amend the Agreement to read as follows:

1 Words in strike-through type are deletions from the existing agreement; words in underlined type are additions.

Page 1
2. DART OBLIGATIONS

2.04 DART will inform the City in writing of the proposed Station construction contract ("Construction Contract")—price and Total Project Costs prior to award of the Construction Contract. Upon receipt of the City's Second Deposit, DART will award the Construction Contract and proceed accordingly with the Project. DART has notified the City in writing of the anticipated Total Project Costs and DART will award the construction contract ("Construction Contract") after reaching agreement with contractor on the form of Contract. DART will provide City with periodic reports reflecting the actual Total Project Costs, including changes from the current budget. Cost and schedule impacts resulting from any changes in the documents and design made during construction, requested by the City, will be the responsibility of the City. DART will process change orders less than $100,000 resulting from any changes in the design or construction that are within the authorized contingency provided in the Total Project Costs, without prior approval of the City. DART will notify City of any individual cost impacts resulting from any change orders of $100,000 or more, and DART will provide the City a copy of the proposed change order for review, prior to the execution of the change order. In the event of unforeseen conditions that result in the increase in Total Project Costs, DART will notify City, and the change order causing that impact and any additional change orders causing further increases in Total Project Costs shall be provided by DART to the City for review and consideration for funding by the City. DART will not approve any change order causing or allowing an increase in Total Project Costs without the consent of the City. The Parties acknowledge that in the event of a change order exceeding $100,000 or an increase in Total Project Costs, time will be of the essence to reach mutual agreement regarding funding and to obtain City Council and DART Board action, as necessary, to avoid delay in implementation of the Project.

* * * * * *

3. CITY OBLIGATIONS

3.02 In the event DART's notice to the City as described in Section 2.04 indicates Total Project Costs in excess of $12,000,000.00, City will deposit cash with DART, within 45 days after receipt of notice from DART, in the amount of the Second Deposit.

3.02 DART's notice to the City, as described in Section 2.04, indicates Total Project Costs will be $13,581,406. Accordingly, City will deposit clear funds with DART, on a mutually agreed upon date, however no later than June 30, 2020, in the amount of $1,581,406.

* * * * * *

Attachment 2, referenced in the Agreement in section 2.01 and attached to the Agreement is deleted and replace by the revised Attachment 2, attached hereto and incorporated herein for all purposes.
IN WITNESS, WHEREOF, the Parties have executed this Amendment in multiple originals effective as of the date last signed by a Party.

CITY OF IRVING

By: ____________________

Mayor

Attest:

Shanae Jennings, City Secretary

Approved as to form:

Kuruvilla Oommen, City Attorney

DALLAS AREA RAPID TRANSIT

By: ____________________

Gary C. Thomas
President/Executive Director
REVISED ATTACHMENT 2: Anticipated Project Schedule

Based on Construction Schedule in Construction Contract After Execution of Amendment of Interlocal Agreement

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>COTW Board Approval of Contract</td>
<td>January 14, 2020</td>
</tr>
<tr>
<td>Anticipated Notice to Proceed</td>
<td>January 24, 2020</td>
</tr>
<tr>
<td>Construction Complete</td>
<td>October 2020</td>
</tr>
<tr>
<td>Complete Testing</td>
<td>November 2020</td>
</tr>
<tr>
<td>Revenue Services</td>
<td>December 2020</td>
</tr>
</tbody>
</table>
Contract for Construction Services for the DART Hidden Ridge Station in Irving, Texas and Amend Interlocal Agreement (ILA) with City of Irving for Funding

WHEREAS, this contract will provide for construction of the infill Hidden Ridge Station along the Orange Line; and

WHEREAS, a competitive sealed proposal procurement for a 390-day contract with no options was conducted in accordance with the DART Procurement Regulations; and

WHEREAS, the proposed pricing is fair and reasonable; and

WHEREAS, funding for this contract is provided by City of Irving per the Interlocal Agreement (ILA) with City of Irving executed on April 10, 2018; and

WHEREAS, on November 7, 2019, the City of Irving and DART agreed to seek approval of Amendment to ILA to permit contract award prior to second payment to be made by City of Irving before June 30, 2020.

NOW, THEREFORE, BE IT RESOLVED by the Dallas Area Rapid Transit Board of Directors that the President/Executive Director or his designee is authorized to:

Section 1: Award a contract for Hidden Ridge Station Construction Services to Archer Western Construction in the amount of $11,067,000, plus a supplemental work contingency of $553,350 (5%) for unanticipated expenses, for a total authorized amount not to exceed $11,620,350.

Section 2: Execute an amendment to the existing Interlocal Agreement with the City of Irving, to amend sections 2.04 and 3.02 of the existing ILA, in the form attached to the Resolution as Exhibit 1, to permit contract award prior to second payment to be made by City of Irving before June 30, 2020.
Contract for Construction Services for the DART Hidden Ridge Station in Irving, Texas and Amend Interlocal Agreement (ILA) with City of Irving for Funding

APPROVED AS TO FORM:

Jonathan R. Kelly
Secretary

Gene Gamez
General Counsel

ATTEST

Paul N. Wageman
Chair

Gary C. Thomas
President/Executive Director

January 14, 2020
Date
Resolution -- Approving an Agreement with Sole Source Provider Hach Company in an Amount Not to Exceed $100,000.00 for the Purchase of Hach Equipment and Services to Test and Maintain Water Quality

Administrative Comments

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

2. Impact: This agreement will allow staff to purchase new equipment and maintain existing equipment used to test and verify the quality of our drinking water.

3. This item was presented to the Transportation and Natural Resources Committee on January 15, 2020.

4. This award establishes an Annual Award Contract for continuing the purchase and maintenance of Hach equipment. The contract is subject to two one-year renewal options with an effective date of January 1 to December 31, 2020.

5. Water Utilities routinely takes water samples and tests for the amount of chlorine disinfectant and free ammonia. This testing is done to ensure that our water meets regulatory requirements and that the system is operated efficiently.

6. Staff utilizes Hach Company equipment to perform this testing and materials from Hach need to be purchased periodically. Testing equipment from Hach is replaced when it reaches the end of its useful life. Hach also provides maintenance for specialized equipment used at the City’s water pumping stations.

7. Funding in the amount of $100,000.00 is available in the Water Utilities Budget within the Water and Sewer System Fund.

Recommendation

The resolution be approved.

ADDITIONAL COMMENTS:

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

ATTACHMENTS:

Hach Standard Contract and Acknowledgement (PDF)
Hach Contract Addendum (PDF)
Sole Source Letter 1-7-2020 (PDF)
Form TGC 2270 (PDF)
CURRENT YEAR FINANCIAL IMPACT:

50016006-600059 - $8,000.00
50016011-600059 - $10,000.00
50016012-600059 - $12,000.00
50016006-600109 - $4,900.00
50016011-600109 - $2,300.00
50016009-610008 - $6,800.00
50016011-610008 - $25,000.00
50016011-620008 - $25,000.00
50016011-700030 - $6,000.00

Budget: $100,000.00          Actual: $100,000.00

Req #
Budget Adjustment/Transfer Required: No

REVISION INFORMATION:

Prepared: 11/14/2019 11:01 AM by Jerry Perry
Last Updated: 1/22/2020 10:24 AM by Regina Dearing
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 and addendum between the City of Irving and Hach Company for Hach equipment and services used to test and maintain water quality in an amount not to exceed $100,000.00, and the Mayor is authorized to execute said agreement and addendum.

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

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


____________________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

_______________________________
Shanae Jennings
City Secretary

APPROVED AS TO FORM:

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

STATE OF TEXAS
COUNTY OF DALLAS
CITY OF IRVING

KNOW ALL PERSONS BY THESE PRESENTS:

I.

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

II.

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

III.

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

1. This Contract;
2. Vendor Sole Source Documents;
3. Standard Terms & Conditions;
4. Insurance Requirements;
5. Contract Addendum

IV.

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

V.

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

CORPORATE ACKNOWLEDGMENT

THE STATE OF Colorado §
COUNTY OF Larimer §

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

Mary Baird
(Print Name)
St.Mgr., NA Sales Enrollment
(Print Title)

of the corporation known as Hach Company, 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 7th day of January, A.D. 2020.

OLIVER WADOSCH
Notary Public
STATE OF COLORADO
NOTARY ID# 20184037415
Public In and For
County, Colorado
MY COMMISSION EXPIRES SEPTEMBER 20, 2022

My Commission expires: 9/28/22

PARTNERSHIP ACKNOWLEDGMENT

THE STATE OF §
COUNTY OF §

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

(Print Name) (Print Title)

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

Notary Public In and For
County, 

My Commission expires:

SINGLE ACKNOWLEDGMENT

THE STATE OF §
COUNTY OF §

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

Notary Public In and For
County, 

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

VI.

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

SIGNED this the 7th day of January, A.D. 2020.

[Signature]
Mary Beard

Name
Mary Beard

Title
Sr. Mgr. NA Sales Support

Company Name
Hach

APPROVED and SIGNED this the ____ day of __________, A.D. 2____.

______________________________
Richard H. Stopfer
MAYOR
Contract Addendum to Standard Contract
City of Irving TX

Parties: City of Irving ("Customer" or "City")
Hach Company ("Supplier" or "Vendor")

Date: December 13, 2019

Recitals: Customer and Supplier are entering into a contract for the purchase of Supplier’s goods and/or services ("Goods" and/or "Services") and, for convenience, are using Customer’s standard contract forms ("Customer’s Standard Contract"). This Addendum is intended to provide reasonable revisions to Customer’s Standard Contract for the purpose of enabling the parties to enter into a contract without prolonged or complex negotiations over terms and conditions. Accordingly, the parties incorporate this Addendum into the Customer’s Standard Contract and make it an integral part thereof, taking precedence over any contrary terms or conditions that may be contained in any purchase orders or in any addenda or exhibits constituting part of the agreement between the parties (collectively, the "Agreement").

Revisions: Notwithstanding anything to the contrary contained in the Agreement, the following provisions and rules of construction apply:

1. **Indemnification.** Any and all indemnification obligations imposed upon Supplier are limited to the proportionate extent of those damages caused by Supplier’s breach of the Agreement, negligence, wrongful conduct, or violations of law, and expressly exclude damages caused by negligence, misuse or misapplication of goods by other third parties.

2. **Limitation on Liability.** THE TOTAL LIABILITY OF SUPPLIER AND ITS SUBSIDIARIES, AFFILIATES, EMPLOYEES, DIRECTORS, OFFICERS AND AGENTS ARISING OUT OF PERFORMANCE, NONPERFORMANCE, OR OBLIGATIONS IN CONNECTION WITH THE DESIGN, MANUFACTURE, SALE, DELIVERY, AND/OR USE OF GOODS AND/OR SERVICES IN NO CIRCUMSTANCE INCLUDES ANY LIQUIDATED, PENALTY, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, NOR EXCEED AN AMOUNT THAT IS UNREASONABLY DISPROPORTIONATE TO THE TOTAL AMOUNT OF COMPENSATION ACTUALLY PAID TO SUPPLIER UNDER THE AGREEMENT, EXCEPT ONLY IN THE CASE OF DAMAGES ARISING DUE TO SUPPLIER’S WILLFUL MISCONDUCT.

3. **Warranty.** Supplier warrants to Customer that each of the Goods conforms to its written warranty set forth in its user manual in effect on the date of purchase, or, if there is no express warranty therein, that each of the Goods will be free from defects in material and workmanship and will conform to the manufacturer’s quoted specifications for twelve (12) months from delivery. Warranties do not extend to consumable items such as, without limitation, reagents, batteries, mercury cells, and light bulbs. Supplier warrants that it will perform all Services in accordance with its standard practices and that the Services will be free from defects in workmanship for a period of ninety (90) days from their date of performance. If Supplier breaches this warranty and the Customer notifies Supplier of such breach within 30 days of the end of the applicable warranty period, Supplier will, at its option, either replace or repair the nonconforming Goods, or re-perform any nonconforming Services, or refund the amounts paid by Customer to Supplier for the nonconforming Goods and/or Services. THIS IS THE EXCLUSIVE REMEDY FOR ANY BREACH OF WARRANTY. SUPPLIER EXPRESSLY DISCLAIMS ANY REMEDIES OF "COVER" AND ANY WARRANTIES IMPLIED BY LAW, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

4. **Intellectual Property.** Supplier retains all rights in and to any intellectual property and confidential information created or procured by it or its representatives at any time, and Customer receives licenses to use
such intellectual property and information only to the extent provided by implied license under applicable law.

5. **Affiliates.** Except to the extent signed by a duly authorized representative of an affiliate of Supplier, the Agreement does not bind any affiliates of Supplier.

6. **Acceptance and Set-off.** Except to the extent agreed upon in writing by Supplier’s CFO, all Goods and Services are deemed accepted upon delivery and early payment discounts do not apply. Any set-off rights in the Agreement notwithstanding, Customer bears the customary burden of proof with respect to any amounts invoiced by Supplier but not paid by the invoice due date. This revision does not adversely impact any of Customer’s rights under Supplier’s warranties.

7. **Audit Rights.** Supplier is not subject to any audit rights in favor of the Customer, except for audit rights (under reasonable conditions) directly related to Supplier’s compliance with laws and regulations (e.g., safety) which are directly applicable to Supplier’s Goods and/or Services purchased under this Agreement.

8. **Insurance.** Supplier is not obligated to purchase or carry Professional Liability or E&O Insurance coverage, provide copies of Supplier’s policies. Supplier shall include Customer and their Affiliates as an Additional Insured party.

9. **Term.** The Agreement shall commence on January 1, 2020 and terminate on December 31, 2020 (the “Initial Term”). The Customer may terminate this Agreement upon ten (10) days written notice to the Supplier. Upon the expiration of the Initial Term or the expiration of the immediately preceding renewal term (hereinafter defined), Customer and Supplier 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 Customer.

10. **Revisions to the Agreement.** Nothing in the Agreement supersedes or nullifies this Addendum. Supplier’s obligations under the Agreement will only be modified by written agreement of Supplier through the same duly authorized representative who signed this Addendum, or such person’s duly authorized successor.

IN WITNESS WHEREOF, the Parties have caused this Addendum to be executed by their duly authorized representatives, intending thereby to be legally bound.

**Customer**

By: __________________________
Name: _________________________
Title: _________________________
Date: _________________________

**Hach Company:**

By: __________________________
Name: Mary Baird
Title: Sr.Mgr NA Sales Enablement
Date: 01/07/2020
The Sole Authorized Manufacturer and Direct Distributor Letter

1/7/2020

Customer Name: ELIJAH DORMINY
Customer Address: PO BOX 152288
Customer City, State, Zip: IRVING TEXAS, 75015

Customer Account Number: 086671

Item(s): Description(s):

RE: SOLE SOURCE LETTER – Hach Brand Instruments
Hach Brand Products – Instruments and Chemistry: Brands to include, but not limited to:

Other Hach Brands
Evita, GLI, Hach, Homeland Security Technologies, OPS Systems, ORBISPERE, POLYMETRON,
Sigma ANATEL, Dr. Lange, Environmental Test Strips, Evita, GLI, HIAC, Homeland Security
Technologies, Hydrolab, IQ Scientific Instruments, Lachat Instruments, Leica
Microsystems, Marsh-McBirney, MET ONE, OPS Systems, ORBISPERE, OTT, Hydraemetry,
POLYMETRON, Radiometer Analytical, Sea-Bird Electronics, Sigma, WET Labs, Hach
WIMS™, CLAROS Collect

This letter is to confirm that Hach Company is the sole authorized manufacturer and direct
distributor of the item/items listed above.

Thank you for your interest in Hach Company products. If we can be of further assistance,
please contact us at 1-800-227-4224.

Thank you
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:  
Roxana Starika
Print Name & Title:  Project Specialist II
Company Name:  Hach Company
Date Signed:  1-7-20

NOTARIZATION

THE STATE OF Colorado  §
COUNTY OF Larimer  §

BEFORE ME, the undersigned notary public on this day personally appeared
Roxana Starika, on behalf of Hach Company (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.

OLIVER WADOSCH
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID# 2016037415
MY COMMISSION EXPIRES SEPTEMBER 20, 2022

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.
For any Company that objects to and refuses to sign the above verification due to alleged infringement upon the Company’s First Amendment rights, please execute the following affidavit:

**AFFIDAVIT**

STATE OF ____________ §
COUNTY OF _________ §

I, ________________ Roxanna StariKa, after being duly sworn, hereby certify that I am qualified and authorized to make this affidavit, that I am the duly chosen, qualified and acting officer of the Company for the office shown below; and as such, I am familiar with the facts herein and I am duly authorized to execute and deliver this affidavit on behalf of the Company.

______________________ (Company Name)

objects to the verification required by Texas Government Code Section 2270.002 on the basis that it infringes upon Company’s constitutional rights guaranteed under the First Amendment of the United States Constitution and Company therefore refuses to execute said verification.

EXECUTED as of this ___ day of ______ , 2020.

By: ________________ Roxanna StariKa
Name: Roxanna StariKa
Title: Project Specialist II
On behalf of: ________________ (Company Name)

______________________
OLIVER WADOSCH
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID# 2016037415
MY COMMISSION EXPIRES SEPTEMBER 20, 2022

Subscribed and sworn to before me this ___ day of ____________, 2020.

Notary Public In and For the State of COLORADO
Resolution -- Approving Payment in the Second and Final Renewal Term of the Contract with Bank of America, NA, and Banc of America Merchant Services, LLC in the Total Estimated Amount of $192,000.00 for Merchant Credit Card Processing Services

Administrative Comments

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

2. **Impact**: This contract benefits the city by providing services to accept and process credit and debit card payments from residents and customers.

3. This renewal establishes the continuation of a contract to provide merchant credit card processing services. The original three-year contract, which was awarded to the respondent scoring the highest points based on criteria established through an RFP process, has fixed rates for the full contract duration. This is the second and final one-year renewal period. The current contract automatically renews on February 5, 2020.

4. Funding for Fiscal Year 2019-20 is available in the Non-Departmental budget within the General Fund, while funding for Fiscal Year 2020-21 is subject to budget appropriation.

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Contract Term</th>
<th>Total Estimated Amount</th>
<th>Fiscal Year(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bank of America, NA, and Banc of America Merchant Services, LLC</td>
<td>2/5/20 – 2/4/21</td>
<td>$128,000.00</td>
<td>2019-20</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$ 64,000.00</td>
<td>2020-21</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td><strong>$192,000.00</strong></td>
<td></td>
</tr>
</tbody>
</table>

Recommendation

The resolution be approved.

ADDITIONAL COMMENTS:

**Contract Required**: No  
**Review Completed By**: N/A  
**Previous Action**: 2019-40  
**Council Action**: Approved renewal  
**Discretionary Contract Disclosure Form Required**: On file  
**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 second and final one-year automatic renewal term for this contract.
CURRENT YEAR FINANCIAL IMPACT:

10011301-661001  Budget: $128,000.00  Actual: $128,000.00
Budget Adjustment/Transfer Required: No

REVISION INFORMATION:

Prepared: 1/15/2020 07:33 PM by Darlene Humphries
Last Updated: 1/23/2020 01:43 PM by Darlene Humphries
CITY OF IRVING

COUNCIL RESOLUTION NO. (ID # 10775)

WHEREAS, the City Council approved Resolution No. 2016-51 on February 4, 2016, approving a merchant services processing agreement with Bank of America, NA, and Banc of America Merchant Services, LLC, with an initial term of three years which automatically renews for two successive one year terms; and

WHEREAS, the City Council approved Resolution No. 2019-40 on January 31, 2019, approving payment in the first automatic renewal term of said agreement;

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

SECTION I. THAT the City Council hereby approves payment in the second and final renewal term of the contract with Bank of America, NA, and Banc of America Merchant Services, LLC, in the estimated amount of $128,000.00 for the period of February 5, 2020, through September 30, 2020, and in the estimated amount of $64,000.00 for the period of October 1, 2020, through February 4, 2021, subject to funds being appropriated in Fiscal Year 2020-21, for merchant credit card processing services.

SECTION II. THAT funding for these expenditures is available in the Non-Departmental 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.


________________________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

________________________________________
Shanae Jennings
City Secretary

APPROVED AS TO FORM:

________________________________________
Kuruvilla Oommen
City Attorney
Resolution -- Approving the Annual Contract with Bound Tree Medical, LLC, in an Amount Not to Exceed $100,000.00 for Emergency On-Board Medications

Administrative Comments
1. This item is recommended by the Fire Department.
2. Impact: Firefighters and paramedics are able to provide the highest quality of treatment for residents by having these approved medications available for use in emergency response vehicles.
3. This award establishes an annual contract for the continuation of purchasing emergency on-board medications. This award is for one year with two one-year renewal options. The current contract expires January 31, 2020.
4. Funding for Fiscal Year 2019-20 is available in the Fire Department budget within the General Fund, while funding for Fiscal Year 2020-21 is subject to budget appropriation.
5. Because this annual contract runs from February 2020 through January 2021, it is possible that more than the estimated amounts shown in the chart below may be spent in one operating year or the other as long as there are budget funds available to accommodate that year’s additional purchases and the total contract award amount is not exceeded.

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Contract Term</th>
<th>Total Est. Expenditure</th>
<th>Fiscal Year(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bound Tree Medical, LLC</td>
<td>2/1/20 – 1/31/21</td>
<td>$58,000.00</td>
<td>2019-20</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$42,000.00</td>
<td>2020-21</td>
</tr>
<tr>
<td>TOTAL NOT TO EXCEED AMOUNT</td>
<td></td>
<td>$100,000.00</td>
<td></td>
</tr>
</tbody>
</table>

Recommendation
The resolution be approved.

ADDITIONAL COMMENTS:
Contract Required: No
Previous 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 for ITB #048J-20F to 186 vendors, 67 of
which were M/WBE or HUB vendors. Responses were received from four vendors. The lowest responsive, responsible bidder meet specifications and is recommended for award. Award of Contract #42000368 is for a one-year period with two one-year renewal options.

ATTACHMENTS:

048J-20F Response Summary   (PDF)
TGC 2270   (PDF)

CURRENT YEAR FINANCIAL IMPACT:

10012504-600059  Budget $58,333.33  Actual: $58,333.33
Purchase orders will be issued as needed for annual contract.
Budget Adjustment/Transfer Required: No

REVISION INFORMATION:

Prepared:  1/8/2020 04:38 PM by Jerry Perry
Last Updated:  1/21/2020 05:33 PM by Jerry Perry
BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS:

SECTION I. THAT the City Council hereby approves and accepts the bid from Bound Tree Medical, LLC, in the total estimated amount of $58,000.00 for the period of February 1, 2020 through September 30, 2020, and in the total estimated amount of $42,000.00 for the period of October 1, 2020 through January 31, 2021, subject to funds being appropriated in Fiscal Year 2020-21; however, total expenditures shall not exceed $100,000.00 for the period of February 1, 2020, through January 31, 2021, for Emergency On-Board Medications.

SECTION II. THAT funding for these expenditures is available in the Fire Department Budget within the General Fund.

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


____________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

____________________________
Shanae Jennings
City Secretary

APPROVED AS TO FORM:

____________________________
Kuruvilla Oommen
City Attorney
<table>
<thead>
<tr>
<th>Line #</th>
<th>Description</th>
<th>QTY</th>
<th>UOM</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>(LINES 2-30) EMERGENCY ON-BOARD MEDS - 1</td>
<td>EA</td>
<td></td>
<td>$10.04</td>
</tr>
<tr>
<td>2</td>
<td>ADENOSINE 12mg / 4ml VIAL NDC 55390-066 200</td>
<td>UNITS</td>
<td></td>
<td>$10.50</td>
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<tr>
<td>3</td>
<td>ALBUTEROL 2.5mg / 3ml VIAL NDC 0487-950 700</td>
<td>UNITS</td>
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<td>$10.50</td>
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<tr>
<td>4</td>
<td>ALCAIN 15ml SPRAY NDC 17478-263-12 25</td>
<td>UNITS</td>
<td></td>
<td>$10.50</td>
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<tr>
<td>5</td>
<td>AMIODARONE 150mg / 3ml VIAL NDC 63323-200</td>
<td>UNITS</td>
<td></td>
<td>$10.50</td>
</tr>
<tr>
<td>6</td>
<td>ATROPINE 1mg / 10ml (0.1mg / ml) PRE-FILL1 200</td>
<td>UNITS</td>
<td></td>
<td>$10.50</td>
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<tr>
<td>7</td>
<td>BENADRYL 50mg / ml VIAL NDC 0641-0376-2 150</td>
<td>UNITS</td>
<td></td>
<td>$10.50</td>
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<tr>
<td>8</td>
<td>CALCULI CHLORIDE 1 gram / 10ml (100mg / 100</td>
<td>UNITS</td>
<td></td>
<td>$10.50</td>
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<tr>
<td>9</td>
<td>CHEWABLE ASPIRIN 81mg TABLET NDC 0603-10</td>
<td>UNITS</td>
<td></td>
<td>$10.50</td>
</tr>
<tr>
<td>10</td>
<td>DEXTROSE 10% IN WATER (Dlow) 250cc NDC 500</td>
<td>UNITS</td>
<td></td>
<td>$10.50</td>
</tr>
<tr>
<td>11</td>
<td>EPI 1:1000 1mg /1ml VIAL NDC 42023-159-100</td>
<td>UNITS</td>
<td></td>
<td>$10.50</td>
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<td>12</td>
<td>EPI 1:10,000 1mg / 10ml (0.1mg / ml) PRE-FILL 600</td>
<td>UNITS</td>
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<td>$10.50</td>
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<tr>
<td>13</td>
<td>FENTANYL CITRATE 100 mcg / 2 mL VIAL NDC 800</td>
<td>UNITS</td>
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<td>$10.50</td>
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<tr>
<td>14</td>
<td>GLUCAGON 1mg VIAL NDC 55390-004-01 100</td>
<td>UNITS</td>
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<tr>
<td>15</td>
<td>GLUCOSE 15 grams SQUEEZE TUBE NDC 0574400</td>
<td>UNITS</td>
<td></td>
<td>$10.50</td>
</tr>
<tr>
<td>16</td>
<td>IPATROPINIUM BROMIDE 0.02% (0.5 mg) INH 400</td>
<td>UNITS</td>
<td></td>
<td>$10.50</td>
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<tr>
<td>17</td>
<td>LIDOCAINE 2% 100mg / 5ml PRE-FILLED NDC 200</td>
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<td>$10.50</td>
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<tr>
<td>18</td>
<td>MAGNESIUM SULFATE 5gram / 10ml PRE-FILL 50</td>
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<tr>
<td>19</td>
<td>MIDAZOLAM (VERSED) 5mg / ml VIAL NDC 0 250</td>
<td>UNITS</td>
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<td>$10.50</td>
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<tr>
<td>20</td>
<td>NALOXONE HYDROCHLORIDE 2mg / 2ml PRE 300</td>
<td>UNITS</td>
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<td>$10.50</td>
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<tr>
<td>21</td>
<td>NITRO TABLETS 0.4MG TABLET /25 TABLETS 150</td>
<td>UNITS</td>
<td></td>
<td>$10.50</td>
</tr>
<tr>
<td>22</td>
<td>ONDANESTRON 4 mg / 2 ml VIAL NDC 0409-300</td>
<td>UNITS</td>
<td></td>
<td>$10.50</td>
</tr>
<tr>
<td>23</td>
<td>SODIUM BICARBONATE 50mEq (1mEq / ml) F 100</td>
<td>UNITS</td>
<td></td>
<td>$10.50</td>
</tr>
<tr>
<td>24</td>
<td>SODIUM CHLORIDE 0.9% 10ml / 12ml PRE-FILL 3000</td>
<td>UNITS</td>
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<td>$10.50</td>
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<tr>
<td>25</td>
<td>SOLUMEDROL 125 mg / 2 ml ACT-O-VIAL ND 50</td>
<td>UNITS</td>
<td></td>
<td>$10.50</td>
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<tr>
<td>26</td>
<td>XYLOCAINE GEL 2% 20mg / ml 5ML TUBE NDI 100</td>
<td>UNITS</td>
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<td>$10.50</td>
</tr>
<tr>
<td>27</td>
<td>KETAMINE 100MG/ML 5ML VIAL</td>
<td>UNITS</td>
<td></td>
<td>$10.50</td>
</tr>
<tr>
<td>28</td>
<td>NORMAL SALINE 500CC BAG 1800</td>
<td>UNITS</td>
<td></td>
<td>$10.50</td>
</tr>
<tr>
<td>29</td>
<td>NORMAL SALINE 250CC BAG 360</td>
<td>UNITS</td>
<td></td>
<td>$10.50</td>
</tr>
<tr>
<td>30</td>
<td>NORMAL SALINE 20CC VIAL 400</td>
<td>UNITS</td>
<td></td>
<td>$10.50</td>
</tr>
<tr>
<td>31</td>
<td>NORMAL SALINE 20CC VIAL 400</td>
<td>UNITS</td>
<td></td>
<td>$10.50</td>
</tr>
<tr>
<td>32</td>
<td>NORMAL SALINE 20CC VIAL 400</td>
<td>UNITS</td>
<td></td>
<td>$10.50</td>
</tr>
</tbody>
</table>
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: [Signature]

Print Name: Jon McGrew
Title: Director of Pricing Operations
Company Name: Bound Tree Medical, LLC
Date Signed: 1/2/2020

THE STATE OF Ohio
COUNTY OF Knox

BEFORE ME, the undersigned notary public, on behalf of Bound Tree Medical, LLC (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 January, 2020.

NOTARY PUBLIC IN AND FOR THE STATE OF Ohio

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 #006J-20F
LSR #__________
Resolution -- Approving a Vendor/Member Contract Pursuant to a Cooperative Purchasing Agreement between the City of Irving and Associated Supply Company, Inc., through the State of Texas Local Government Statewide Cooperative Purchasing Program (BuyBoard)

Administrative Comments

1. This item is recommended by the Fleet Services Division and Financial Services Department – Purchasing Division.

2. Impact: Establishment of a Vendor/Member Contract between the City of Irving and Associated Supply Company, Inc., for utilization of BuyBoard Contract No. 597-19 which expires on November 30, 2020 will allow the city to procure construction, road, bridge, ditching, trenching, utility and other equipment under the best possible terms and conditions for the city.

3. Approval of this contract supports the purchase of a 2020 Case Backhoe loader as presented in the following item on this agenda as well as any future purchases from this vendor through the designated BuyBoard contract for the specified contract term.

Recommendation

The resolution be approved.

ADDITIONAL COMMENTS:

Contract Required: Yes
Previous Action: None

Review Completed By: Dean Roggia
Council Action: None

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

Comments: The City of Irving entered into an Interlocal Participation Agreement with the Texas Local Government Statewide Purchasing Cooperative administered by the Texas Association of School Boards (the BuyBoard Program) on January 11, 2001, which was amended on February 8, 2007. Purchases to be made under Contract No. 597-19, which expires on November 30, 2020, meet competitive bid requirements with the State of Texas statutes, rules, policies and procedures. Pricing is reasonable and within budget.

ATTACHMENTS:

Associated Supply Company VM contract (PDF)
TGC 2270 (PDF)
CURRENT YEAR FINANCIAL IMPACT:
None

REVISION INFORMATION:
Prepared: 1/15/2020 04:14 PM by Rashmi Kulkarni
Last Updated: 1/24/2020 10:40 AM by Dean James Roggia
CITY OF IRVING

COUNCIL RESOLUTION NO. (ID # 10772)

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 the Texas Local Government Statewide Purchasing Cooperative administered by the Texas Association of School Boards (the BuyBoard Program) on January 11, 2001, which was amended on February 8, 2007;

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 Vendor/Member Contract Pursuant to a Cooperative Purchasing Agreement between the City of Irving and Associated Supply Company, Inc., for as-needed purchases utilizing Contract No. 597-19 for Construction, Road & Bridge, Ditching, Trenching, Utility and Other Equipment through the BuyBoard, and the Mayor is authorized to execute said contract.

SECTION II. THAT the City Council hereby authorizes use of this contract for the period of January 31, 2020 through November 30, 2020 subject to purchasing guidelines as established by state law and city ordinances, policies, and procedures.

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

_______________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

_______________________________
Shanae Jennings
City Secretary

APPROVED AS TO FORM:

_______________________________
Kuruvilla Oommen
City Attorney
CITY OF IRVING, TEXAS
VENDOR/MEMBER CONTRACT
Pursuant to a
COOPERATIVE PURCHASING AGREEMENT

VENDOR: Associated Supply Co., Inc.

COOPERATIVE PURCHASING ASSOCIATION/AGENCY: BuyBoard

COOPERATIVE PURCHASING ASSOCIATION/AGENCY AGREEMENT NUMBER AND NAME:

#397-19 -- Construction, Road & Bridge, Ditching, Trenching, & Other Easements

EXPIRATION DATE OF COOPERATIVE PURCHASING ASSOCIATION/AGENCY AGREEMENT: 11/30/2020

WHEREAS, the Vendor identified above (hereinafter “VENDOR”) has submitted bids and/or proposals to the Cooperative Purchasing Association/Agency identified above (hereinafter “CPAA”); and

WHEREAS, VENDOR and CPAA have entered into the above referenced Cooperative Purchasing Association/Agency Agreement with Vendor (hereinafter “CPAA/VENDOR Agreement”) whereby VENDOR has agreed to sell to CPAA and its Members or Interlocal Contractors certain goods and services of a nature and quality as represented in the specifications and proposals, and at a specified price; and

WHEREAS, the City of Irving, a home-rule municipal corporation and political subdivision of the State of Texas (hereinafter “IRVING”) has entered into an agreement with the CPAA to be a member or interlocal contractor which may purchase specified goods and services at the prices listed pursuant to the CPAA/VENDOR Agreement; and

WHEREAS, IRVING is authorized pursuant to Sections 271.102 and 271.083, 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, IRVING desires to purchase, and VENDOR desires to sell, certain goods and services under the CPAA/VENDOR Agreement; and

WHEREAS, IRVING and VENDOR have the intent to comply with all applicable laws relative to performance and payment bonds, as well as laws and policies relative to workers compensation and liability insurance; and

WHEREAS, IRVING and VENDOR desire to enter into this VENDOR/MEMBER Contract to clarify and make explicit the rights, duties and responsibilities between the parties, and to have this VENDOR/MEMBER Contract as a legally enforceable agreement between VENDOR and IRVING, and in case of any conflicts between this Contract and the provisions of an agreement with the CPAA, the terms of this Contract shall prevail; and

WHEREAS, VENDOR and IRVING recognize and agree that this VENDOR/MEMBER Contract does not amend or alter the rights, duties and obligations between VENDOR and the CPAA or between IRVING and the CPAA under their respective contracts with the CPAA.

rev. 6.22.16
NOW, THEREFORE, VENDOR and IRVING agree that the foregoing are true and correct, and further agree as follows:

I.

Conditioned upon purchase being approved by the Irving City Council, or approval being made administratively, for VENDOR, to provide certain goods and services as set out in the Purchase Order(s) as may be submitted, and upon order of IRVING, VENDOR does hereby agree to furnish and/or deliver to IRVING in accordance with VENDOR's Price Quote or Proposal, and the Specifications, Terms, and Conditions in the referenced CPAA/VENDOR Agreement, the goods and services requested in a valid Purchase Order. If the VENDOR and CPAA renew their contract this VENDOR/MEMBER Contract shall automatically renew to reflect the new term of the contract between the VENDOR and CPAA, but in no case shall ever exceed a total of ten years.

II.

IRVING agrees to pay VENDOR for goods and services at the unit price listed upon the Price Quote and Specifications or at the negotiated rate determined by the VENDOR's proposal and any subsequent modifications agreed to by both VENDOR and IRVING, with payment being subject to any discount terms stated or agreed upon, and subject to any payment terms contained elsewhere within the solicitation documents, the award documents, the CPAA/VENDOR Agreement, and its attachments. Any purchase of goods and services so that the cumulative total of payments under this contract exceeds the amount authorized in the City Council Resolution or Administrative Award approving purchase from VENDOR may require additional authorization.

III.

It is understood that the following documents, to wit: the Council Resolution or Administrative Award as may be applicable, the Price Quote, the Specifications, Terms and Conditions, and the Bid Page or Proposal as awarded and set out in CPAA/VENDOR Agreement (a copy of which are on file with IRVING'S Department of Purchasing), IRVING'S Purchase Order(s) as may be submitted during the term of the CPAA agreement with VENDOR, and IRVING'S Insurance Requirements for Services (Exhibit A), are hereby made a part and parcel of this Contract and incorporated herein for all purposes. In addition to the provisions of this Contract, IRVING shall have all powers and duties as a Member of the CPAA, and all communications, invoices and Ch. 176 Texas Local Government Code filings shall be with, or copied to, IRVING.

IV.

IRVING shall make payment in accordance with Texas Prompt Pay Act; Chapter 2251, Texas Government Code. The date of any payment, whether net or gross, shall be determined by calculating the number of days after receipt of invoices from VENDOR, or after reasonable verification as to the requirements specified, whichever is later.

V.

This contract is made and shall be construed according to the laws of the State of Texas. Venue of any court action brought directly or indirectly by reason of this contract shall be in Dallas County, Texas. This contract is made and is to be performed in Dallas County, Texas.

VI.

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

VII.

As a condition of this Agreement, VENDOR covenants that it will take all necessary actions to insure that, in connection with any goods or services provided under this Agreement, VENDOR, its associates and subcontractors, will not discriminate in the treatment or employment of any individual or group of individuals on the grounds of race, color, religion, national origin, age, gender, veteran status, or physical disability unrelated to job performance, either directly, indirectly through contractual or other arrangements. In this regard, VENDOR shall keep, retain and safeguard all VENDOR records relating to this Agreement and the SERVICES performed hereunder for a minimum period of three (3) years from termination of this Agreement, with full access allowed to authorized representatives of the CITY, upon request, for purposes of evaluating compliance with this provision of the Agreement.

VIII.

All written notices and correspondence given by one party to another shall be at the addresses listed below for the signers of this Contract.

rev. 6.22.18
IX. -

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.

X.

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.

XI.

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.

XII.

This Agreement may be executed in counterparts, each of which shall be deemed an original and constitute one and the same instrument.

XIII.

This Agreement, together with all Exhibits incorporated herein, embodies the complete agreement of the parties hereto, supersedes all oral or written previous and contemporary agreements between the parties and relating to matters in this Agreement.

**VENDOR**

Signature

Name

Title

Company Name

Date

Address:

**IRVING**

Signature

Richard H. Stopfer

Mayor

City of Irving

Date

Address: c/o Purchasing Agent

835 West Irving Boulevard

Irving, Texas 75060

rev. 6.22.18
ACKNOWLEDGMENT

CORPORATE ACKNOWLEDGMENT

THE STATE OF Texas §
COUNTY OF Randall §

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

John Stephen Wright President
(Print Name) (Print Title)

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 14th day of December, A.D., 2020.

Notary Public In and For

My Commission expires: 8/12/2023

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:

rev. 6.22.18
Exhibit A

INSURANCE REQUIREMENTS FOR SERVICES

At his own expense, contractor shall procure and maintain for the duration of the proposed contract, insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of the work hereunder by the contractor, his agents, representatives, employees, or subcontractors. Said insurance shall be in the type(s) and minimum(s) listed below. Required limits may be satisfied by a combination of primary and umbrella or excess liability policies upon approval of the City’s Risk Manager.

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

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

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

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

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

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

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

3. **DEDUCTIBLES AND SELF-INSURED 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 contractor, in comparison to the requirements specified in this section.

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

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

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

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

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

rev. 6.22.18
9. **PAYMENT OF PREMIUMS** – Companies issuing insurance policies shall have no recourse against the City for payment of any premiums or assessments for any deductibles which are the sole responsibility and liability of the contractor.

10. **PROOF OF INSURANCE** - Proof of insurance shall be furnished to the City on the ACORD certificate form, provided the appropriate endorsements for Additional Insured and Amendment of Cancellation with 30-day notice are included. If requested by the City, the contractor must provide copy of the Declaration Page of the policy with all relevant policy endorsements, including endorsement showing City of Irving as additional insured, within fifteen days of request. Copy must be signed by the contractor and notarized. Required proof of insurance must be provided by awarded contractor before the City will authorize any work to be performed under this proposed contract. The City reserves the right to request a complete copy of all insurance policies at any time.

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

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

**CONTRACTOR** (Company Name)  
Associated Supply Co., Inc.

**SIGNATURE**  
[Signature]

**PRINTED NAME**  
John Stephen Wright

**PRINTED TITLE**  
President

rev. 6.22.18
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: 

[Signature]

Print Name: 

[Name]

Title: President

Company Name: 

Associated Supply Company, Inc.

Date Signed: 

12/10/2019

NOTARIZATION

THE STATE OF Texas

COUNTY OF Randall

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

SWORN TO AND SUBSCRIBED before me on the 10th day of December, 2019.

[Notary Seal]

[Notary Signature]

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 #597-19 (BuyBoard)  LSR #
Resolution -- Approving the Purchase from Associated Supply Company, Inc., for a 2020 Case Backhoe Loader in the Total Estimated Amount of $127,000.00 through the State of Texas Local Government Statewide Cooperative Purchasing Program (BuyBoard)

Administrative Comments

1. This item is recommended by the Water Utilities Department and approved by the Fleet Services Division and the Financial Services Department – Purchasing Department.

2. **Impact:** Replacement of aging vehicles and equipment will reduce downtime and provide departments with critical resources to maintain optimum services for the Irving community.

3. This budgeted replacement is in accordance with the city’s vehicle and equipment replacement policy for City Vehicle Tag No. 32168, a 2004 Ford Backhoe Loader. There will be a trade-in allowance given for the current vehicle as shown in the table below.

4. This purchase is supported by a Vendor/Member Contract Pursuant to a Cooperative Purchasing Agreement between the City of Irving and Associated Supply Company, Inc., utilizing BuyBoard Contract No. 597-19 which expires on November 30, 2020 as presented in the previous item on this agenda.

5. Funding in the amount of $127,000.00 is available in the Water & Sewer System Fund.

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Qty</th>
<th>Item Description</th>
<th>Total Estimated Expenditure</th>
</tr>
</thead>
<tbody>
<tr>
<td>Associated Supply Company, Inc.</td>
<td>1</td>
<td>2020 Case Backhoe Loader</td>
<td>$154,360.42</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Trade-In Allowance</td>
<td>($ 27,360.42)</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td></td>
<td><strong>$127,000.00</strong></td>
</tr>
</tbody>
</table>

**Recommendation**

The resolution be approved.

**ADDITIONAL COMMENTS:**

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

Comments: The City of Irving entered into an Interlocal Participation Agreement with the Texas Local Government Statewide Purchasing Cooperative administered by the Texas Association of School Boards (the BuyBoard Program) on January 11, 2001, which was amended on February 8, 2007. This purchase under Contract No. 597-19 which expires on November 30, 2020 is supported by a Vendor/Member contract and meets competitive bid requirements with the State of Texas statutes, rules, policies and procedures and procedures. Pricing is reasonable and within budget.

ATTACHMENTS:
Quote (PDF)

CURRENT YEAR FINANCIAL IMPACT:

50016014-700040  Budget: $127,000.00   Actual: $127,000.00

Budget Adjustment/Transfer Required: No

REVISION INFORMATION:
Prepared: 1/15/2020 04:18 PM by Rashmi Kulkarni
Last Updated: 1/24/2020 10:30 AM by Dean James Roggia
CITY OF IRVING

COUNCIL RESOLUTION NO. (ID # 10773)

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 the Texas Local Government Statewide Purchasing Cooperative administered by the Texas Association of School Boards (the BuyBoard Program) on January 11, 2001, which was amended on February 8, 2007; and

WHEREAS, the City of Irving entered into a Vendor/Member Contract Pursuant to a Cooperative Purchasing Agreement with Associated Supply Company, Inc., on January 30, 2020, which supports utilization of BuyBoard Contract No. 597-19 which expires on November 30, 2020, for Construction, Road & Bridge, Ditching, Trenching, Utility and Other Equipment;

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

SECTION I. THAT the City Council hereby approves the purchase from Associated Supply Company, Inc., for a 2020 Case Backhoe Loader in the total estimated amount of $127,000.00 utilizing BuyBoard Contract No. 597-19.

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

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

____________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

__________________________________
Shanae Jennings
City Secretary

APPROVED AS TO FORM:

__________________________________
Kuruvilla Oommen
City Attorney
ASSOCIATED SUPPLY COMPANY, INC.

2019/2020 Budget Quote

Associated Supply Company, Inc. 2019 Airport Fwy Eudless, TX 76040
Phone: 817-283-2844
Fax: 817-283-7836

Prepared By: Sharon Reeves
Mobile: 817-313-8129
Email: sreaves@ascoeq.com

Date Prepared: 12/4/2019

Government Agency: City of Irving

Ship To: City of Irving
333 Valley View Lane
Irving, Texas

Bill To: City of Irving
333 Valley View Lane
Irving, Texas

Contact Name: David Canady
Email: dcanady@cityofirving.org

Product Description: CASE 590SN 4WD CAB

I. Price List Dated: 1/1/2019

Base Price: $153,184.00

II. Base Bid Options (Itemized Below)

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Included</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>4WD Powershift S-Type</td>
<td>Included</td>
<td></td>
</tr>
<tr>
<td>Front Wheels - 14x17.5, 10PR</td>
<td>Included</td>
<td></td>
</tr>
<tr>
<td>Rear Wheels - 21Lx24 10PR (R4)</td>
<td>Included</td>
<td></td>
</tr>
<tr>
<td>Heavy Front CWT, Extndhoe</td>
<td>Included</td>
<td></td>
</tr>
<tr>
<td>Pilot Controls w/Power Lift</td>
<td></td>
<td>$2,380.00</td>
</tr>
<tr>
<td>Coupler, Hyd, pin and release</td>
<td>Included</td>
<td></td>
</tr>
<tr>
<td>18&quot; Universal Bucket</td>
<td></td>
<td>$1,200.00</td>
</tr>
<tr>
<td>Flip over stabilizer pads</td>
<td></td>
<td>$816.00</td>
</tr>
<tr>
<td>93&quot; HD Long Lip w/cutting edge</td>
<td></td>
<td>$2,600.00</td>
</tr>
<tr>
<td>Cab, LH Door w/Heater/AC</td>
<td></td>
<td>$9,067.00</td>
</tr>
<tr>
<td>Mech Susp, Cloth w/armrests</td>
<td></td>
<td>$23.00</td>
</tr>
<tr>
<td>LED Light Package</td>
<td></td>
<td>$862.00</td>
</tr>
</tbody>
</table>

SUB-TOTAL: $16,948.00

IV. BuyBoard Discount: 26.00% $44,767.58

BUYBOARD CONTRACT PRICE: $127,415.42

V. NON-BASE OPTIONS

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Included</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>3YR/3000HR Premier Warranty</td>
<td>Included</td>
<td></td>
</tr>
<tr>
<td>Foam Filled Front Tires</td>
<td></td>
<td>$745.00</td>
</tr>
<tr>
<td>Grill Guard</td>
<td></td>
<td>$500.00</td>
</tr>
</tbody>
</table>

Hydraulic Hammer - CH 6M
3YR/3000HR Planned Maintenance

SUB-TOTAL: $1,245.00

VI. UNPUBLISHED OPTIONS ADDED TO CONTRACT PRICE (SUBTOTAL OF COL1 & COL 2)

<table>
<thead>
<tr>
<th>Option Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>2WAY AUX, EHOE, HCPL</td>
<td>$6,422.00</td>
</tr>
<tr>
<td>CASE SiteWatch Telematics</td>
<td>Included</td>
</tr>
<tr>
<td>3yr Advanced Tele Subscription</td>
<td>Included</td>
</tr>
<tr>
<td>CASE Build</td>
<td>$6,000.00</td>
</tr>
<tr>
<td>24&quot; Universal Bucket</td>
<td>$1,629.00</td>
</tr>
</tbody>
</table>

SUB-TOTAL: $2,051.00

Options List Price Total: $18,999.00

III. SUB-TOTAL OF I & II

$172,183.00

VII. TOTAL IV + VI

$154,360.42

VIII. QUANTITY ORDERED UNITS:

1

IX. TRADE-IN OR OTHER CREDIT(S):

$27,360.42 2019 Discount + Trade Ford NH LB90

$27,360.42

SUB-TOTAL: $25,700.00
SN: 031047091 ($11,500)

FAX ALL PURCHASE ORDERS TO BUYBOARD AT 800-211-5454

TOTAL: $127,000.00
Resolution -- Approving the Renewal of the Annual Contract with Texas Bit in the Total Estimated Amount of $252,750.00 for Asphalt Patching Materials

Administrative Comments

1. This item is recommended by the Traffic & Transportation and the Water Utilities departments.

2. Impact: This contract supports the Road to the Future Program. It provides the necessary resources to expedite repair of damaged roadways. Asphalt patching materials are used by the Water Utilities to provide the necessary resources to temporarily fix existing roadways due to water and sewer line road repairs.

3. This renewal establishes the continuation of an annual contract to provide asphalt patching materials. This is the first of two, one-year renewal options. The current contract expires January 31, 2020.

4. The item was presented to Transportation and Natural Resources Committee on January 15, 2020.

5. Funding for Fiscal Year 2019-20 is available in the Traffic & Transportation budget within the General Fund and in the Water & Sewer System Fund, while funding for Fiscal Year 2020-21 is subject to budget appropriation.

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Contract Term</th>
<th>Estimated Expenditure</th>
<th>Fiscal Year(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Texas Bit</td>
<td>2/1/20-1/31/21</td>
<td>$168,500.00</td>
<td>2019-20</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$84,250.00</td>
<td>2020-21</td>
</tr>
<tr>
<td></td>
<td>TOTAL</td>
<td>$252,750.00</td>
<td></td>
</tr>
</tbody>
</table>

Recommendation

The resolution be approved.

ADDITIONAL COMMENTS:

Contract Required: No  Review Completed By: N/A
Previous Action: 2019-42  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: Services provided by the vendor meet specifications and performance criteria; pricing remains the same. This is the first of two, one-year renewal options for Contract
#42000111-A.

**ATTACHMENTS:**

- 063D-19F Asphalt Patching Mtls Renewal Summary (PDF)

**CURRENT YEAR FINANCIAL IMPACT:**

<table>
<thead>
<tr>
<th>Code</th>
<th>Budget</th>
<th>Actual</th>
</tr>
</thead>
<tbody>
<tr>
<td>10014207-610009</td>
<td>$177,000.00</td>
<td>$177,000.00</td>
</tr>
<tr>
<td>50016012-600201</td>
<td>$  37,875.00</td>
<td>$ 37,875.00</td>
</tr>
<tr>
<td>50016014-600201</td>
<td>$  37,875.00</td>
<td>$ 37,875.00</td>
</tr>
</tbody>
</table>

Purchase Orders will be issued as needed for annual contract.

Budget Adjustment/Transfer Required: No

**REVISION INFORMATION:**

Prepared: 12/14/2019 10:47 PM by Rashmi Kulkarni
Last Updated: 1/22/2020 05:38 PM by Zachary Noblitt
CITY OF IRVING

COUNCIL RESOLUTION NO. (ID # 10705)

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

SECTION I. THAT the City Council hereby renews the annual contract with Texas Bit, in the estimated amount of $168,500.00 for the period of February 1, 2020, through September 30, 2020, and in the estimated amount of $84,250.00 for the period of October 1, 2020, through January 31, 2021, subject to funds being appropriated in Fiscal Year 2020-21, for asphalt patching materials.

SECTION II. THAT funding for these expenditures is available in the Traffic & Transportation Department budget within the General Fund and in the Water & Sewer Fund.

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


RICHARD H. STOPFER
MAYOR

ATTEST:

Shanae Jennings
City Secretary

APPROVED AS TO FORM:

Kuruvilla Oommen
City Attorney
CITY OF IRVING, TEXAS
Asphalt Patching Materials
ITB Number: 063D-19F
Closing Date: January 3, 2019
Darlene Humphries, Purchasing Manager 972.721.3752
Renewal Summary- 1st of Two Renewal Options

<table>
<thead>
<tr>
<th>Line #</th>
<th>Description</th>
<th>QTY</th>
<th>UOM</th>
<th>Unit</th>
<th>Extended</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Type “D” Hot Mix – High Performance &quot;Cold Mix&quot; asphalt patching materials as per specifications, FOB, City of Irving, Valley View Yard, 333 Valley View Lane.</td>
<td>750</td>
<td>TONS</td>
<td>$101.00</td>
<td>$75,750.00</td>
</tr>
<tr>
<td>2</td>
<td>Type &quot;D&quot; Hot Mix Asphaltic Concrete per specifications (to be picked up by City of Irving at your plant) Distance from 333 Valley View (in miles)</td>
<td>3000</td>
<td>TONS</td>
<td>$59.00</td>
<td>$177,000.00</td>
</tr>
</tbody>
</table>

**TOTAL** $252,750.00
Resolution -- Approving a Vendor/Member Contract Pursuant to a Cooperative Purchasing Agreement between the City of Irving and Sam Pack's Five Star Ford through an Interlocal Cooperative Purchasing Agreement with Tarrant County

Administrative Comments

1. This item is recommended by the Fleet Services Division and the Financial Services Department – Purchasing Division.

2. Impact: Establishment of a Vendor/Member Contract between the City of Irving and Sam Pack's Five Star Ford, for the utilization of Tarrant County Contract No. 2019-014, which expires on December 3, 2020, will allow the city to purchase and replace older vehicles.

3. Approval of this item allows for the purchase of police vehicles as presented in the following item on this agenda as well as any future purchases from this vendor through the designated Tarrant County contract during the specified contract term.

Recommendation

The resolution be approved.

ADDITIONAL COMMENTS:

Contract Required: Yes
Previous Action: None

Review Completed By: Christina Weber
Council Action: None

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

Comments: The City of Irving entered into an Interlocal Participation Agreement with Tarrant County on September 14, 2000, for the purchase of various commodities using contracts administered and bid by Tarrant County. Purchases made under Tarrant County Contract No. 2019-014 which expires on December 3, 2020, meet competitive bid requirements with the State of Texas statues, rules, policies, and procedures. Pricing is reasonable and within budget.

ATTACHMENTS:

TGC 2270 (PDF)
VM contract (PDF)

CURRENT YEAR FINANCIAL IMPACT:

None

REVISION INFORMATION:
CITY OF IRVING

COUNCIL RESOLUTION NO. (ID # 10782)

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 Tarrant County on September 14, 2000, for the purchase of various commodities using contracts administered and bid by Tarrant County;

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 Vendor/Member Contract Pursuant to a Cooperative Purchasing Agreement between the City of Irving and Sam Pack’s Five Star Ford, for as-needed purchases utilizing Contract Number 2019-014 for the purchase of Police Vehicles through Tarrant County, and the Mayor is authorized to execute said contract.

SECTION II. THAT the City Council hereby authorizes use of this contract for the period of January 30, 2020, through December 3, 2020 subject to purchasing guidelines as established by state law and city ordinances, policies, and procedures.

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


__________________________________________
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 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: Alan Moore  Title: Dick

Company Name: Sam Pack's Five Star Ford  Subcontractor

Date Signed: 1/7/2020

NOTARIZATION

THE STATE OF Texas

COUNTY OF Dallas

BEFORE ME, the undersigned notary public on this day personally appeared on behalf of Sam Pack's Five Star Ford (Company Name), who, being duly sworn, stated under oath that he/she has read the foregoing verification required by Texas Government Code Section 2270.007, and that statements contained therein are true and correct.

KEVIN MOORE

Sworn to and subscribed before me on the 7th day of January, 2020.

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 #2019-014 (Tarrant County)  LSR #__________
CITY OF IRVING, TEXAS
VENDOR/MEMBER CONTRACT
Pursuant to a
COOPERATIVE PURCHASING AGREEMENT

VENDOR:  Sam Pack's Five Star Ford

COOPERATIVE PURCHASING ASSOCIATION/AGENCY:  Tarrant County

COOPERATIVE PURCHASING ASSOCIATION/AGENCY AGREEMENT NUMBER AND NAME:

#2019-014 – Purchase of Police Package Vehicles

EXPIRATION DATE OF COOPERATIVE PURCHASING ASSOCIATION/AGENCY AGREEMENT:  12/3/2020

WHEREAS, the Vendor identified above (hereinafter 'VENDOR') has submitted bids and/or proposals to the Cooperative Purchasing Association/Agency identified above (hereinafter "CPAA"); and

WHEREAS, VENDOR and CPAA have entered into the above referenced Cooperative Purchasing Association/Agency Agreement with Vendor (hereinafter "CPAA/VENDOR Agreement") whereby VENDOR has agreed to sell to CPAA and its Members or Interlocal Contractors certain goods and services of a nature and quality as represented in the specifications and proposals, and at a specified price; and

WHEREAS, the City of Irving, a home-rule municipal corporation and political subdivision of the State of Texas (hereinafter "IRVING") has entered into an agreement with the CPAA to be a member or interlocal contractor which may purchase specified goods and services at the prices listed pursuant to the CPAA/VENDOR Agreement; and

WHEREAS, IRVING is authorized pursuant to Sections 271.102 and 271.083, 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, IRVING desires to purchase, and VENDOR desires to sell, certain goods and services under the CPAA/VENDOR Agreement; and

WHEREAS, IRVING and VENDOR have the intent to comply with all applicable laws relative to performance and payment bonds, as well as laws and policies relative to workers compensation and liability insurance; and

WHEREAS, IRVING and VENDOR desire to enter into this VENDOR/MEMBER Contract to clarify and make explicit the rights, duties and responsibilities between the parties, and to have this VENDOR/MEMBER Contract as a legally enforceable agreement between VENDOR and IRVING, and in case of any conflicts between this Contract and the provisions of an agreement with the CPAA, the terms of this Contract shall prevail; and

WHEREAS, VENDOR and IRVING recognize and agree that this VENDOR/MEMBER Contract does not amend or alter the rights, duties and obligations between VENDOR and the CPAA or between IRVING and the CPAA under their respective contracts with the CPAA.

rev. 6.22.18
NOW, THEREFORE, VENDOR and IRVING agree that the foregoing are true and correct, and further agree as follows:

I.

Conditioned upon purchase being approved by the Irving City Council, or approval being made administratively, for VENDOR, to provide certain goods and services as set out in the Purchase Order(s) as may be submitted, and upon order of IRVING, VENDOR does hereby agree to furnish and/or deliver to IRVING in accordance with VENDOR's Price Quote or Proposal, and the Specifications, Terms, and Conditions in above referenced CPAA/VENTOR Agreement, the goods and services requested in a valid Purchase Order. If the VENDOR and CPAA renew their contract this VENDOR/MEMBER Contract shall automatically renew to reflect the new term of the contract between the VENDOR and CPAA, but in no case shall ever exceed a total of ten years.

II.

IRVING agrees to pay VENDOR for goods and services at the unit price listed upon the Price Quote and Specifications or at the negotiated rate determined by the VENDOR's proposal and any subsequent modifications agreed to by both VENDOR and IRVING, with payment being subject to any discount terms stated or agreed upon, and subject to any payment terms contained elsewhere within the solicitation documents, the above referenced CPAA/VENDORS Agreement, and its attachments. Any purchase of goods and services so that the cumulative total of payments under this contract exceeds the amount authorized in the City Council Resolution or Administrative Award approving purchase from VENDOR may require additional authorization.

III.

It is understood that the following documents, to wit: the Council Resolution or Administrative Award as may be applicable, the Price Quote, the Specifications, Terms and Conditions, and the Bid Page or Proposal as awarded and set out in CPAA/VENDORS Agreement (a copy of which are on file with IRVING'S Department of Purchasing), IRVING'S Purchase Order(s) as may be submitted during the term of the CPPA agreement with VENDOR, and IRVING's Insurance Requirements for Services (Exhibit A), are hereby made a part and parcel of this Contract and incorporated herein for all purposes. In addition to the provisions of this Contract, IRVING shall have all powers and duties as a Member of the CPAA, and all communications, invoices and Ch. 176 Texas Local Government Code filings shall be with, or copied to, IRVING.

IV.

IRVING shall make payment in accordance with Texas Prompt Pay Act, Chapter 2251, Texas Government Code. The date of any payment, whether net or gross, shall be determined by calculating the number of days after receipt of invoices from VENDOR, or after reasonable verification as to the requirements specified, whichever is later.

V.

This contract is made and shall be construed according to the laws of the State of Texas. Venue of any court action brought directly or indirectly by reason of this contract shall be in Dallas County, Texas. This contract is made and is to be performed in Dallas County, Texas.

VI.

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

VII.

As a condition of this Agreement, VENDOR covenants that it will take all necessary actions to insure that, in connection with any goods or services provided under this Agreement, VENDOR, its associates and subcontractors, will not discriminate in the treatment or employment of any individual or groups of individuals on the grounds of race, color, religion, national origin, age, gender, veteran status, or physical disability unrelated to job performance, either directly, indirectly or through contractual or other arrangements. In this regard, VENDOR shall keep, retain and safeguard all VENDOR records relating to this Agreement and the SERVICES performed hereunder for a minimum period of three (3) years from termination of this Agreement, with full access allowed to authorized representatives of the CITY, upon request, for purposes of evaluating compliance with this provision of the Agreement.

VIII.

All written notices and correspondence given by one party to another shall be at the addresses listed below for the signers of this Contract.

rev. 6.22.18
IX.+

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.

X.

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.

XI.

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.

XII.

This Agreement may be executed in Counterparts, each of which shall be deemed an original and constitute one and the same instrument.

XIII.

This Agreement, together with all Exhibits incorporated herein, embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters in this Agreement.

**VENDOR**

Signature

Name

Title

Company Name

Date

Address:

**IRVING**

Signature

Richard H. Stopfer

Mayor

City of Irving

Date

Address: c/o Purchasing Agent

835 West Irving Boulevard

Irving, Texas 75060
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______.

______________________________  ________________________________
My Commission expires: ____________________________

County, ____________________

PARTNERSHIP ACKNOWLEDGMENT

THE STATE OF ____________________________ §
COUNTY OF ____________________________ §

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

__________________________________________
(Print Name)  ____________________________________________
(Print Title)

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

______________________________  ________________________________
My Commission expires: 4/15/2020

SINGLE ACKNOWLEDGMENT

THE STATE OF ____________________________ §
COUNTY OF ____________________________ §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared ____________________________, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of ____________, A.D., 2______

______________________________  ________________________________
Notary Public In and For ____________________________
County, ____________________

My Commission expires: ____________________________

rev. 6.22.18
Exhibit A

INSURANCE REQUIREMENTS FOR SERVICES

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

Workers’ Compensation and Employers’ Liability

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

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

Commercial General Liability

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

Business Automobile Liability Insurance

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

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

rev. 6.22.18
General Provisions

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

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

3. DEDUCTIBLES AND SELF-INSURED 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 contractor, in comparison to the requirements specified in this section.

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

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

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

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

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

rev. 6.22.18
9. PAYMENT OF PREMIUMS – Companies issuing insurance policies shall have no recourse against the City for payment of any premiums or assessments for any deductibles which are the sole responsibility and liability of the contractor.

10. PROOF OF INSURANCE - Proof of insurance shall be furnished to the City on the ACORD certificate form, provided the appropriate endorsements for Additional Insured and Amendment of Cancellation with 30-day notice are included. If requested by the City, the contractor must provide copy of the Declaration Page of the policy with all relevant policy endorsements, including endorsement showing City of Irving as additional insured, within fifteen days of request. Copy must be signed by the contractor and notarized. Required proof of insurance must be provided by awarded contractor before the City will authorize any work to be performed under this proposed contract. The City reserves the right to request a complete copy of all insurance policies at any time.

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

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

CONTRACTOR (Company Name)

SIGNATURE

PRINTED NAME

PRINTED TITLE

rev. 6.22.18
Resolution -- Approving the Purchase from Sam Pack’s Five Star Ford of Police Vehicles in the Total Estimated Amount of $221,651.00 through an Interlocal Cooperative Purchasing Agreement with Tarrant County

Administrative Comments

1. This item is recommended by Police Department and approved by the Fleet Services Division.

2. **Impact:** Purchase of the vehicles shown below will allow for replacement of older vehicles in order to reduce vehicle downtime as well as adding supplemental vehicles to increase effectiveness and better support the needs of Police Department and the residents of Irving.

3. These purchases are supported by a Vendor/Member contract between the City of Irving and Sam Pack’s Five Star Ford utilizing Tarrant County Contract No. 2019-014, which expires on December 3, 2020 and is presented as a previous item on this agenda.

4. Funding is available in the Vehicle & Equipment Replacement Fund.

5. Budgeted replacements are as follows:

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<th>Item Description (Quantity)</th>
<th>Replaces City Tag #</th>
<th>Total Expenditure</th>
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<td>2020 Transit Van (1)</td>
<td>04292</td>
<td>$48,923.00</td>
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<td></td>
<td>2019 F-150 Responder Patrol Vehicle (2)</td>
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<td><strong>TOTAL</strong></td>
<td></td>
<td><strong>$221,651.00</strong></td>
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**Recommendation**

The resolution be approved.

**ADDITIONAL COMMENTS:**

- **Contract Required:** No
- **Review Completed By:** N/A
- **Previous Action:** None
- **Council Action:** None
- **Discretionary Contract Disclosure Form Required:** No
- **Certificate of Interested Parties (Form 1295) Required:** No
- **TGC 2270 Verification Form Required:** No
- **Comments:** The City of Irving entered into an Interlocal Cooperative Purchasing Agreement with Tarrant County on September 14, 2000. Purchases under Tarrant
County Contract No. 2019-014 for purchase of Police Package Vehicles which expires on December 3, 2020 meet competitive bid requirements with the State of Texas statues, rules, policies, and procedures. Pricing is reasonable and within budget.

**ATTACHMENTS:**

Quote (PDF)

**CURRENT YEAR FINANCIAL IMPACT:**

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<th>Code</th>
<th>Budget</th>
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**REVISION INFORMATION:**

Prepared: 1/7/2020 09:20 AM by Darlene Humphries
Last Updated: 1/21/2020 09:49 PM by Rashmi Kulkarni
CITY OF IRVING

COUNCIL RESOLUTION NO. (ID # 10754)

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 Tarrant County on September 14, 2000;

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

SECTION I. THAT the City Council hereby approves the purchase from Sam Pack’s Five Star Ford in the Total Estimated Amount of $221,651.00 for Police Package Vehicles utilizing Contract Number 2019-014 through Tarrant County.

SECTION II. THAT funding for these expenditures is available in the Vehicle & Equipment Replacement Fund.

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


____________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

____________________________
Shanae Jennings
City Secretary

APPROVED AS TO FORM:

____________________________
Kuruvilla Oommen
City Attorney
**Sam Pack's Five Star Ford and Chevrolet**  
1635 (Ford) 1700 (Chevrolet) S. H 361 Carrollton, Texas, 76032  
(817) 8 FLEET 9 (817) 335-3389 - FAX 720-245-5778 - bmoore@ford.com

**BUDGETED PRODUCT PROPOSAL SUMMARY BASED ON CONTRACT**  
**REQUEST: L.L. B10-04**  
**Dealer Name:** Sam Pack's Five Star Ford - Police Vehicles

---

**End User:** CITY OF IRVING  
**Contact:** LARRY SPAIN  
**Date:** 12.10.19

**Product Description:**  
**2020 TRANSIT MID ROOF 250**  
**Exterior Color / Interior:** WHITE

---

**A. Bid Series:**  
**9D R2C ENDING R1C**  
**Base Price:** $27,728.00

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<td>Speed Control</td>
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<td></td>
<td>3.0L V6</td>
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<td></td>
<td>VINYL SEATS</td>
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<td>REARVIEW CAMERA</td>
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<tr>
<td></td>
<td>REVERSE SENSING</td>
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<td>SYNC</td>
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<tr>
<td></td>
<td>BOXTRIM</td>
<td>$975.00</td>
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</table>

**Total of B. - Published Options:** $3,280.00

---

**C. Ford Factory Published Options**

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Bid Price</th>
<th>Code</th>
<th>Description</th>
<th>Bid Price</th>
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</table>

**Total of C. - Dealer Published Options:** $0

---

**D. Fleet Quote**

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Bid Price</th>
<th>Code</th>
<th>Description</th>
<th>Bid Price</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>FLOOR MATS</td>
<td>$55.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>TINT</td>
<td>$225.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>2.5LB FIRE EX</td>
<td>$75.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>2 EXTRA KEYS / 2 PASS KEYS</td>
<td>$785.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>HANS INSERT WITH THE KUSMAUL AUTO CHARGE PUMP PLUS 1000</td>
<td>$18,755.00</td>
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</tr>
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</table>

**Total of D. - OffMenu Options:** $18,946.00

**F. Delivery Charges**  
Miles @ $2.45/mile

---

**All Vehicles ordered are about 90-120 days ARO**

---

**附言:**

**Quote** (10754 : 1470b APP Sam Pack's Five Star Ford - Police Vehicles)
<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Bid Price</th>
<th>Code</th>
<th>Description</th>
<th>Bid Price</th>
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</thead>
<tbody>
<tr>
<td>553</td>
<td>BOX LINK</td>
<td>$ 80.00</td>
<td>570</td>
<td>REAR DEFRIOSTER</td>
<td>$ 220.30</td>
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Total of C - Dealer Published Options $ 300.00

<table>
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<tbody>
<tr>
<td></td>
<td>TINT</td>
<td>$225.00</td>
</tr>
<tr>
<td></td>
<td>SPRAY LINER</td>
<td>$495.00</td>
</tr>
<tr>
<td></td>
<td>POLICE UP FIT PKG PER CUSTOMER SPECS</td>
<td>$6,468.00</td>
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<tr>
<td></td>
<td>PAINT ALL FOUR DOORS AND ROOF</td>
<td>$1,700.00</td>
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<tr>
<td></td>
<td>CUSTOMER SUPPLY GRAPHICS</td>
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Total of D - Off Menu Options $ 8,906.00

<table>
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<tr>
<td></td>
<td>Delivery Charges</td>
<td>0 Miles @ $2.45/mile</td>
</tr>
<tr>
<td></td>
<td>Option Discounts</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td>Total of A + B + C + D + E = F</td>
<td>$ 43,443.00</td>
</tr>
<tr>
<td></td>
<td>Floor Plan Assistance</td>
<td>$0.00</td>
</tr>
<tr>
<td></td>
<td>Lot Insurance Coverages</td>
<td>$0.00</td>
</tr>
<tr>
<td></td>
<td>Quantity Ordered</td>
<td>2 X P =</td>
</tr>
<tr>
<td></td>
<td>Administrative Fee</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td>Non-Equip Charges &amp; Credits</td>
<td></td>
</tr>
<tr>
<td></td>
<td>TOTAL PURCHASE PRICE INCLUDING ADMIN FEE</td>
<td>$86,886.00</td>
</tr>
</tbody>
</table>
# Customized Product Pricing Summary Based on Contract

**End User:** CITY OF IRVING  
**Sam Pack's Rep.:** KEVIN MOORE

**Contact:** LARRY SPAIN  
**Date:** 12.19.19

**Contact TN/Email:**  
**Phone #:**  
**Product Description:** 2019 F150 RESPONDER

## A. Bid Series: LINE SC WIP  
**Base Price:** $32,595.00

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<tr>
<th>Code</th>
<th>Description</th>
<th>Bid Price</th>
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<th>Description</th>
<th>Bid Price</th>
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<tbody>
<tr>
<td>800</td>
<td>REVERSE SENSING</td>
<td>$275.00</td>
<td>45</td>
<td>BLOCKING REAR END</td>
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<tr>
<td>45</td>
<td>BOX SIDE STEPS</td>
<td>INCLUDED</td>
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<td></td>
<td></td>
</tr>
</tbody>
</table>

## B. Published Options (Itemize Each Below)

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<tr>
<th>Code</th>
<th>Bid Price</th>
<th>Code</th>
<th>Description</th>
<th>Bid Price</th>
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</thead>
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<tr>
<td>133</td>
<td>TRAILER TOW PKG $595.00</td>
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</tr>
<tr>
<td>125</td>
<td>TRAILER BRAKE CONTROLLER $275.00</td>
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<tr>
<td>801</td>
<td>18B PLATFORM BOARDS $495.00</td>
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**Total of B. - Published Options:** $1,640.00

## C. Ford Factory Published Options

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<th>Description</th>
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</tr>
</thead>
<tbody>
<tr>
<td>55B</td>
<td>BOX LINK</td>
<td>$80.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>57D</td>
<td>REAR DEFOGGER $220.00</td>
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<td></td>
</tr>
</tbody>
</table>

**Total of C. - Dealer Published Options:** $300.00

## D. Options requiring separate PO

<table>
<thead>
<tr>
<th>Description</th>
<th>Bid Price</th>
<th>Code</th>
<th>Description</th>
<th>Bid Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>TINT</td>
<td>$225.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SPRAY IN LINER</td>
<td>$495.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>POLICE UP FIT PKG PER CUSTOMER SPECS</td>
<td>$5,966.00</td>
<td></td>
<td>Slick Top Unit</td>
<td></td>
</tr>
<tr>
<td>PAINT ALL FOUR DOORS AND ROOF</td>
<td>$1,700.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CUSTOMER SUPPLY GRAPHICS</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total of D. - Off Menu Options:** $8,386.00

## F. Delivery Charges  
0 Miles @ $2.45/mile  
**Total:** $ -

## G. Option Discounts

## H. Total of A + B + C + D + E = F  
**Total:** $42,921.00

## I. Floor Plan Assistance  
**Total:** $0.00

## J. Lot Insurance Coverages  
**Total:** $0.00

## K. Quantity Ordered  
2

## L. Administrative Fee  
**Total:** $85,842.00

## M. Non-Equip Charges & Credits  
**Total:** $85,842.00

## N. TOTAL PURCHASE PRICE INCLUDING ADMIN FEE  
**Total:** $85,842.00

---

Attachment: Quote (10754 : 1AP70b APP Sam Pack's Five Star Ford - Police Vehicles)
Ordinance -- Approving an Amended & Restated Development Agreement with Vaquero Ventures Management, LLC for the Sale of 313 W. Irving Boulevard

Administrative Comments

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

2. **Impact**: Approval of this amendment to the Development Agreement with Vaquero Ventures would allow for the Closing Date for the Sale of City-owned property at 313 W. Irving Blvd. to be extended, enabling the developer to obtain all necessary closing documents, such as an executed lease with Starbucks for the occupancy of the building to be constructed.

3. **This item was discussed at the City Council Work Session meeting on January 15, 2020.**

4. On October 3, 2019, City Council approved ORD-2019-10268 approving a Development Agreement with Vaquero Ventures Management, LLC to redevelop the city’s property located at 313 W. Irving Blvd. by building a Starbucks’ coffee store with indoor seating, patio, and drive through.

5. The sale price of the city land is $119,390.00. The Development Agreement includes certain criteria that must be included at the time of closing. Those criteria include (i) an executed lease with Starbucks’s to operate a Starbucks’ store with an initial term of not less than five (5) years; (ii) a Performance Bond in the full amount of the Purchase Price, guaranteeing the purchaser will take all actions reasonably necessary and required by the City to construct and occupy a minimum 2,100 square foot Starbucks’ coffee store on or before the Date of Occupancy; (iii) if necessary, obtain proper Zoning for the site plan; and, (iv) obtain a building permit for the construction of the coffee store.

6. Per the current agreement, the City will close on the property with Vaquero Ventures Management by February 7, 2020, and Starbucks will have to occupy the building by December 31, 2020.

7. This property is located in the Irving Boulevard TIF (TIF #2). The TIF’s Project and Financing Plan includes the development of vacant properties and diversification of retail in the corridor. This project is consistent with the purpose of the TIF and will sell at fair market value using the Dallas County Appraisal District (DCAD) market value; therefore, the property can be sold without any bids.

8. To date, the Purchaser has obtained Title Commitment, Exception Documents, and Tax Certificate covering Property; and deposited $2,000 Earnest Money.

9. Purchaser executed its option to extend Inspection Period and deposited an additional $10,000, making the Initial $2,000 Earnest Money non-refundable, and obtained proper zoning on December 12, 2019.
10. Purchaser is still negotiating a Lease with Starbuck’s, which is due at closing. Purchaser estimates an additional 75-90 days for executed lease, plus an additional 30-60 days for ordering plans and permitting; therefore, has requested to extend the closing date to the end of June.

11. The amendment to the current Development Agreement would extend the Closing Date to July 7, 2020 (a 5 month extension). The Purchaser will deposit an additional $10,000 Earnest Money, non-refundable except for Seller’s Default and amend Date of Occupancy to May 31, 2021.

Recommendation
The resolution be approved.

ADDITIONAL COMMENTS:

| Contract Required: | Yes | Review Completed By: | Christina N. Weber |
| Previous Action:   | ORD-2019-10268 | Council Action:       | Development Agreement |
| Discretionary Contract Disclosure Form Required: | No |

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

ATTACHMENTS:
- RES - 313 W Irving Blvd. - Amended & Restated Development Agreement  (PDF)

CURRENT YEAR FINANCIAL IMPACT:
N/A

REVISION INFORMATION:
Prepared: 1/15/2020 01:27 PM by Imelda Speck
Last Updated: 1/23/2020 02:52 PM by Christina Weber
AN ORDINANCE APPROVING AN AMENDED AND RESTATED DEVELOPMENT AGREEMENT WITH VAQUERO VENTURES MANAGEMENT, LLC AND FINDING THAT CERTAIN REAL PROPERTY LOCATED AT 313 W. IRVING BOULEVARD IS NO LONGER REQUIRED FOR PRESENT OR FUTURE PUBLIC OR MUNICIPAL PURPOSES; THAT THE PROPERTY MAY BE LEGALLY CONVEYED; AUTHORIZING THE SALE OF CERTAIN REAL PROPERTY; AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT OF SALE, A DEED WITHOUT WARRANTY, AND ANY OTHER NECESSARY DOCUMENTS; AND PROVIDING A SEVERABILITY CLAUSE.

WHEREAS, City is the owner of a tract of land commonly known as 313 W. Irving Boulevard (the “Property”) located within Tax Increment Reinvestment Zone No. 2 (the “Zone”); and the redevelopment of the Property is identified within the Zone’s Project and Financing Plan (the “Plan”); and

WHEREAS, the City Council approved Ordinance No. 2019-10268 on October 3, 2019, finding the development agreement for the purchase and development of the Property in a manner consistent with the Zone Project Plan.

WHEREAS, the City and Purchaser have determined that the development agreement should be amended to allow for an extension of the closing date; and

WHEREAS, the City has determined that conveyance of the Property to Purchaser under the terms of this Amended and Restated Development Agreement is advisable to implement the Zone project plan; and

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

SECTION 1. That the City Council hereby approves the Amended and Restated Development Agreement attached as Exhibit “A” and authorizes the sale of the real property, more particularly described in the Development Agreement, to Vaquero Ventures Management, LLC, by Special Warranty Deed upon receipt of $119,390.00. The conveyance is subject to any easements, reservations, conditions, covenants, and restrictive covenants affecting the property, and the Mayor is authorized to execute the attached Amended and Restated Development Agreement, Special Warranty Deed, and any other documents necessary to complete this transaction.

SECTION 2. That the City’s portion of the proceeds received from the sale of the property shall be deposited in the Economic Development Fund.

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.
AMENDED AND RESTATED DEVELOPMENT AGREEMENT

This AMENDED AND RESTATED DEVELOPMENT AGREEMENT (the “Agreement”) is entered on the _____ day of __________, 2020 (the “Amendment Date”) into by and between the City of Irving, a Texas municipal corporation (“City”), and Vaquero Ventures Management, LLC, a Texas limited liability company (“Purchaser”), pursuant to the terms and conditions set forth herein.

WHEREAS, City is the owner of a tract of land commonly known as 313 W. Irving Boulevard (the “Property”) located within Tax Increment Reinvestment Zone No. 2 (the “Zone”); and

WHEREAS, on August 23, 2002, the City purchased the Property for a public purpose; and

WHEREAS, on March 13, 2019 Purchaser submitted an offer for the purchase and development of the Property in a manner consistent with the Zone project plan; and

WHEREAS, on October 3, 2019 the City and Purchaser entered into a development agreement for the purchase and development of the Property in a manner consistent with the Zone project plan; and

WHEREAS, the City and Purchaser have determined that the development agreement should be amended to allow for an extension of the closing date; and

WHEREAS, the City has determined that conveyance of the Property to Purchaser under the terms of this Amended and Restated Development Agreement is advisable to implement the Zone project plan; and

ARTICLE 1  PROPERTY/PURCHASE PRICE

1.1 Certain Basic Terms. Unless the context otherwise requires, the following terms shall have the following meanings for purposes of this Agreement:

(a) **City Representative:** City Manager or his authorized representative

(b) **Purchase Price:** ONE HUNDRED NINETEEN THOUSAND, THREE HUNDRED NINETY AND NO/100 DOLLARS ($119,390.00).

(c) **Earnest Money:** The cash sum of TWO THOUSAND AND NO/100 DOLLARS ($2,000.00) to be delivered in accordance with and subject to the terms set forth in Section 1.3.
(d) **Inspection Period:** Commencing on the Effective Date and ending October 28, 2019, subject to extension as set forth in Section 2.3.

(e) **Closing Date:** On or before July 7, 2020

(f) **Title Company:** Republic Title of Texas, Inc.
8810 N MacArthur Boulevard
Irving, TX 75063

(g) **Date of Occupancy:** May 31, 2021

(h) **Company Affiliate:** Shall mean any other entity directly or indirectly controlled by or under direct or indirect common control as the Purchaser. 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.

(i) **Effective Date:** October 3, 2019

(j) **Extension Earnest Money:** The cash sum of TEN THOUSAND AND NO/100 DOLLARS ($10,000.00) to be delivered in accordance with and subject to the terms set forth in Section 1.3

1.2 **Property.** Subject to the terms and conditions of this Agreement and the reservation of subsurface minerals in, on and under the Property, City agrees to sell to Purchaser, and Purchaser agrees to purchase from City, all of City’s assignable and transferable rights, title and interest in and to the land which is described and/or depicted on the attached Exhibit A (collectively, the “Property”).

1.3 **Earnest Money and Independent Consideration.**

(a) Within five (5) business days after the Effective Date, Purchaser shall deliver the Earnest Money to the Title Company (the “Initial Earnest Money”). Any and all cash deposited with the Title Company as the Earnest Money shall be deposited and held for the benefit of the party entitled Development Agreement
the Earnest Money shall be applied to the Purchase Price of the Property at the Closing (as defined in Section 5.1 hereof).

(b) The parties acknowledge and agree that a portion of the Earnest Money in the amount of ONE HUNDRED AND No/100 Dollars ($100.00) is independent consideration (the “Independent Consideration”) for City’s execution and delivery of this Agreement and the purchase right granted in and pursuant to this Agreement. The Independent Consideration is independent of any other consideration or payment provided in this Agreement, is non-refundable and shall be retained by City if this Agreement terminates prior to Closing. Furthermore, the Independent Consideration shall be applied against the Purchase Price of the Property at the Closing.

(c) Within three (3) business days after the Amendment Date, Purchaser shall deliver the Extension Earnest Money to the Title Company (the “Extension Earnest Money”), this money is non-refundable. Any and all cash deposited with the Title Company as the Extension Earnest Money shall be deposited and held for the benefit of the party entitled thereto pursuant to this Agreement. The Extension Earnest Money shall be applied to the Purchase Price of the Property at the Closing (as defined in Section 5.1 hereof), the Extension Earnest Money is non-refundable to Purchaser, except in the event of default by the City, and shall be retained by City if this Agreement terminates prior to Closing.

1.4 Remedies.

(a) If Purchaser should refuse or otherwise fail to comply with Purchaser’s obligations under this Agreement for any reason, other than City’s default or the exercise by Purchaser of an express right of termination granted herein, and such failure shall continue beyond five (5) days following City’s written notice of the same to Purchaser, then City shall have the right to terminate this Agreement and receive any previously delivered Earnest Money as liquidated damages; provided however, Purchaser shall be liable to City for liabilities created by, or losses of City caused by Purchaser under this Agreement.

(b) If City should refuse or otherwise fail to comply with City’s obligations under this Agreement, and such failure shall continue beyond ten (10) days following Purchaser’s written notice of the same to City, except for City’s failure to execute Closing Documents, for which such cure period shall be one (1) business day following Purchaser’s written notice of the same, then Purchaser’s sole and exclusive remedies shall be the right to terminate this Agreement and receive an immediate refund of the Earnest Money without the necessity of obtaining any consent or release by City.

1.5 Purchase Price. The Purchase Price shall be paid in cash at Closing.

ARTICLE 2 FEASIBILITY

2.1 City’s Delivery of Property Information. Within ten (10) business days after the Effective Date, City shall deliver to Purchaser, at the address stated below, the following, if any, in City’s possession or reasonable control (collectively, the “Property Information”):

Development Agreement
(a) Copies of any and all agreements affecting the Property, including copies of all unrecorded restrictive covenants, reciprocal easement or other private agreements relating to the Property.

(b) Lawyer’s Title Insurance Corporation Owner’s title policy No. 684842 for the Property.

(c) Most recent existing survey of the Property, as depicted on the replat “Original Town of Irving” approved September 16, 2013 and recorded January 7, 2016.

(d) Copies of all approvals, permits and licenses from each governmental authority having jurisdiction over the Property.

CITY EXPRESSLY MAKES NO REPRESENTATION OR WARRANTY WITH RESPECT TO THE ACCURACY OR COMPLETENESS OF THE PROPERTY INFORMATION FURNISHED TO PURCHASER AND, FURTHER, PURCHASER HEREBY AGREES THAT SUCH PROPERTY INFORMATION SHALL BE PROVIDED ON AN “AS IS” BASIS, AND CITY SHALL HAVE NO OBLIGATION TO COMPILE OR UPDATE SUCH PROPERTY INFORMATION.

2.2 Inspection. Purchaser shall have through 11:59 PM Dallas, Texas time on the last day of the Inspection Period in which (a) to enter the Property and examine, inspect, and investigate the Property, (b) to perform or obtain such other studies and investigations as Purchaser may desire and (c) to determine whether the Property is acceptable to Purchaser. Purchaser and its agents, employees, or representatives shall have a continuing right of reasonable access to the Property during this Agreement for the purpose of conducting surveys, architectural, engineering, geotechnical, and environmental inspections and tests (excluding intrusive inspection and sampling, which will require City’s prior written consent by and through the City Representative), and any other inspections, studies, or tests desired by Purchaser. City, in its sole discretion, may require Purchaser’s agents, employees, or representatives to be accompanied by City Representative during any Purchaser activity on the Property during this Agreement. Purchaser will notify City of request to access the Property and City will respond within two (2) business days if Purchaser’s agents, employees, or representatives will be accompanied by City Representative during Purchaser activity. If City fails to respond to Purchaser’s request to access the Property, then City’s consent to Purchaser’s unaccompanied access to the Property shall be deemed given. If any inspection or test materially and adversely disturbs the Property, Purchaser, at its sole expense, will restore the Property to the same condition as existed immediately prior to any such inspection or test performed by Purchaser. The costs and expenses of any of Purchaser’s inspections shall be borne solely by Purchaser. Purchaser’s agents or contractors entering upon the Property shall maintain general liability insurance in an amount of at least $1,000,000.00 combined single limit, with the City as an additional insured, covering liabilities for personal injury, death and property damage arising out of activities on or about the Property. Purchaser shall deliver to City copies of all engineering reports, environmental reports, soil tests and other studies, tests and reports obtained by Purchaser with respect to the physical condition of the Property, and this obligation shall survive the termination of this Agreement. Notwithstanding anything to the contrary in this Agreement, Purchaser may not conduct any subsurface investigations without City’s prior written consent by and through the City Representative, which consent may be
withheld in City Representative’s sole and absolute discretion. The covenants under this paragraph shall survive the Closing or any termination of this Agreement and shall not be subject to any limitation of remedies in this Agreement.

2.3 Extension of Inspection Period. Upon three (3) business days’ written notice to City prior to the expiration of the Inspection Period, Purchaser may exercise a one-time, two (2) month extension of the Inspection Period (“Inspection Period Extension”), and shall, within three (3) business days thereafter, deposit an additional cash amount of TEN THOUSAND AND NO/100 Dollars ($10,000.00) with the Title Company (the “Additional Deposit”), which Additional Deposit shall become a part of the Earnest Money for all purposes hereunder and shall be subject to all terms and conditions relating to the disposition of the Earnest Money provided for in this Agreement. Upon receipt of the Additional Deposit, the Initial Earnest Money in the sum of TWO THOUSAND AND NO/100 Dollars ($2,000.00) shall become non-refundable.

2.4 Termination of Agreement.

(a) If, prior to the expiration of the Inspection Period or Inspection Period Extension, Purchaser, in its sole discretion, elects not to purchase the Property, Purchaser shall send written notice to City terminating this Agreement on or prior to expiration of the Inspection Period or Inspection Period Extension. In such case, this Agreement shall terminate and the then-refundable portion of the Earnest Money, minus the Independent Consideration, shall be returned to Purchaser. If such termination notice is not sent prior to expiration of Inspection Period or Inspection Period Extension to City, City and Purchaser shall proceed to Closing.

(b) If, prior to Closing, Purchaser fails to obtain the necessary changes in zoning for the Property in accordance with the site plan submitted in case ________, Purchaser shall send written notice to City terminating this Agreement prior to Closing, in which case, this Agreement shall terminate and the then-refundable portion of the Earnest Money, minus the Independent Consideration, shall be returned to Purchaser. If such termination notice is not sent to City, City and Purchaser shall proceed to Closing.

ARTICLE 3 TITLE REVIEW

3.1 Title Commitment and Survey.

(a) Within ten (10) business days after the Effective Date, Purchaser shall obtain, at Purchaser’s expense:

(i) a current, effective commitment for an owner’s policy of title insurance (the “Title Commitment”) issued by the Title Company covering the Property, in the amount of the Purchase Price, showing Purchaser as the proposed insured;

(ii) true, correct, complete and legible (to the extent reasonably available) copies of any and all documents referred to in the Title Commitment (the “Exception Documents”); and

(iii) a current tax certificate covering the Property.

Development Agreement
(b) Prior to March 15, 2020, Purchaser shall obtain, at Purchaser’s expense, a copy of a current on-the-ground boundary survey (the “Survey”) of the Property prepared by a duly licensed Texas land surveyor in accordance with Texas or American Land Title Association standards. The Survey shall be in a form reasonably acceptable to City, Purchaser and to the Title Company, and allow the Title Company, upon payment of the applicable premium, to modify the survey exception contained in the Title Policy (as defined below) to be issued by the Title Company.

3.2 Title Review and Cure; Updated Title Commitment. Purchaser shall have a period of twenty (20) days from its receipt of the later of the Title Commitment, the Exception Documents, or the Survey to review the City’s title to the Property (the “Title Review Period”). If the Survey, Exception Documents, or the Title Commitment reflects or discloses any defect, exception or other matter affecting the Property (“Title Defects”) that is unacceptable to Purchaser, then on or before the expiration of the Title Review Period Purchaser shall provide the City with written notice of its objections. Any matter which Purchaser does not object to in writing prior to the expiration of the Title Review Period shall be deemed a “Permitted Exception.” City may use reasonable efforts to remove or cure the Title Defects, but shall not be required to incur any costs or to institute litigation in doing so subject to the provisions of this Agreement. City shall, within ten (10) days after its receipt of Purchaser’s notice of Title Defects, notify Purchaser of those items which Seller will cure, cause to be cured, or not cure before Closing (“City’s Cure Notice”). If City elects not to cure any or all of the Title Defects, or if City fails to notify Purchaser of its intent to cure or not cure any Title Defects, then Purchaser, as its sole remedies, may in its sole discretion either (i) terminate this Agreement by giving written termination notice to City within 5 business days of receipt of City’s Cure Notice but no later than the expiration of Inspection Period, or (ii) accept such title as City can deliver. Notwithstanding anything to the contrary in this Agreement, if Purchaser fails to terminate this Agreement by giving written termination notice to City within the Inspection Period or Inspection Period Extension, any Title Defects that City has not cured and which are shown on the Survey or the Title Commitment as the same may have been updated (other than items which City has agreed in writing to cure or cause to be cured) shall be deemed to be waived and accepted by Purchaser and shall be Permitted Exceptions. Notwithstanding anything contained herein to the contrary, the term “Permitted Exceptions” shall not include, and City shall discharge or otherwise cause to be satisfied and released, all liens and monetary encumbrances caused by City affecting all or any part of the Property. If Purchaser terminates this Agreement as provided herein, the Title Company shall promptly return the then-refundable portion of the Earnest Money to Purchaser, and neither City nor Purchaser thereafter shall have any further right or obligation under this Agreement save and except any surviving rights or obligations provided for in this Agreement.

3.3. Title Costs. Purchaser shall pay for the premium of the Title Policy covering the Property and for the modification of the survey exception on the Title Policy if requested by Purchaser. Purchaser shall pay for the tax certificates required for the Closing.
ARTICLE 4  APPROVALS, COVENANTS AND DISCLAIMERS

4.1  New Instruments. During the pendency of this Agreement, City shall not execute any instruments or documents concerning, affecting or relating to the Property without providing Purchaser with prior notice.

4.2  Covenants of City and Purchaser.

(a)  Each party shall timely perform all of its respective obligations as provided hereunder.

(b)  City will promptly provide written notice to Purchaser of any pending or threatened action, suit or proceeding with respect to the Property.

(c)  The City, by and through its City Representative, in its capacity as owner of the Property and not in its capacity as the controlling municipal authority, will cooperate with Purchaser in its efforts to obtain any necessary changes in zoning for the Property in accordance with case # prior to Closing. At its earliest opportunity, Purchaser will file its zoning application.

4.3  Disclaimers.

(a)  Purchaser will conduct inspections and investigations of the Property, including, but not limited to, the physical and environmental conditions thereof, and shall rely upon same, and upon Closing shall assume the risk of any adverse matters, including, but not limited to, adverse physical and environmental conditions, that may not have been revealed by Purchaser’s inspections and investigations. Purchaser further acknowledges and agrees that Purchaser is acquiring the Property on an “AS IS, WHERE IS” and WITH ALL FAULTS BASIS, and, WITHOUT REPRESENTATIONS, WARRANTIES OR COVENANTS, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE, EXCEPT THOSE EXPRESSLY MADE IN ARTICLE 7 HEREOF OR ELSEWHERE IN THIS AGREEMENT, OR IN THE DEED (as hereinafter defined).

(b)  Without limiting the general provisions of the foregoing paragraph, it is understood and agreed that City is not making and specifically disclaims any warranties or representations of any kind or character, express or implied, as to (i) matters of title, except as contained in the Deed delivered to Purchaser at Closing, (ii) tax consequences, (iii) physical or environmental conditions, (iv) availability of access, ingress or egress, (v) valuation, (vi) governmental approvals or (vii) governmental regulations or any other matter or thing relating to or affecting the Property. This disclaimer includes, without limitation, the value, condition, merchantability, marketability, profitability, suitability or fitness for a particular use or purpose of the Property. Purchaser further expressly acknowledges and agrees that City is not representing or warranting that anything can or will be accomplished through Purchaser’s or City’s efforts with regard to the planning, platting or zoning process, or any other governmental or municipal authorities, boards or entities. Purchaser further acknowledges that City has not warranted, and does not hereby warrant, that the Property now or in the future will meet or comply with the requirements of any safety code, environmental law or regulation of the state, city, county or any other authority having jurisdiction over the Property.
ARTICLE 5  CLOSING

5.1  Closing Schedule. The closing of the purchase and sale of the Property (the closing of the Property pursuant to the terms hereof shall hereinafter be referred to as the “Closing”) shall be held on or before the Closing Date at the offices of the Title Company, or such other location as mutually agreeable to the parties.

5.2  City’s Deliveries in Escrow. On the Closing Date, City shall deliver in escrow to the Title Company the following:

(a)  Deed. A special warranty deed, in substantially the same form as shown on Exhibit B, attached hereto, executed and acknowledged by City, conveying to Purchaser good and indefeasible title to the Property according to the legal description shown on the Survey, subject only to the Permitted Exceptions (the “Deed”).

(b)  Additional Documents. Any additional documents that the Title Company may reasonably require for the proper consummation of the transaction contemplated by this Agreement.

5.3  Purchaser’s Deliveries in Escrow. On the Closing Date, Purchaser shall deliver in escrow to the Title Company the following:

(a)  Purchase Price. The Purchase Price, less the Earnest Money and any other credits or reductions as provided herein, in immediate, same-day federal funds wired for credit in to the Title Company’s escrow account.

(b)  Memorandum of Lease. An memorandum of lease executed by Purchaser, as landlord, and by Starbucks Corporation, as tenant, which memorandum shall evidence the existence of a lease for the Property, the size of the building to be constructed, the term of the lease (which term shall not be fewer than five (5) years), including any renewal options, and tenant’s permitted use under the lease.

(c)  Guarantee. Purchaser shall execute and obtain a Performance Bond, with the City of Irving as the beneficiary of such Performance Bond, in substantially the same form (subject to approval by the City of Irving) as shown on Exhibit C, in the full amount of the Purchase Price, guaranteeing that the Purchaser will take all actions reasonably necessary, including any actions required by City Regulations, to construct and occupy a minimum 2100 square foot Starbucks coffee store on the Property on or before the Date of Occupancy.

(d)  Building Permit. Purchaser will take all actions required by City Regulations (including, obtaining proper zoning and approval of required site plans and replats) to obtain a Building Permit approved and issued by the City of Irving for the construction of a minimum 2100 square foot Starbucks coffee store (“building”) on the Property, including all required site improvements. Notwithstanding any State preemption, Purchaser agrees to comply with all applicable City Regulations with respect to building materials and architectural design requirements outlined in the City Zoning Ordinance, Ordinance 2016-9883, HCD Heritage Crossing District Zoning, as amended Exhibit D.

Development Agreement
(e) **Additional Documents.** Any additional documents that City or the Title Company may reasonably require for the proper consummation of the transaction contemplated by this Agreement.

5.4 **Closing Statements/Closing Costs.** On the Closing Date, City and Purchaser shall deposit with the Title Company executed closing statements consistent with this Agreement in the form required by the Title Company. The Title Company’s escrow fees shall be paid by Purchaser. Purchaser shall pay the fee for recording the Deed, Deed of Trust and all costs associated with Purchaser’s financing, if any.

5.5 **Possession.** The City shall deliver to Purchaser exclusive and vacant possession of the Property at the Closing, subject only to the Permitted Exceptions.

5.6 **Close of Escrow.** Upon satisfaction or completion of the foregoing conditions and deliveries, the parties shall direct the Title Company (a) to immediately record and deliver the documents described above to the appropriate parties and (b) make disbursements according to the closing statements executed by City and Purchaser.

**ARTICLE 6  TAXES**

No real estate taxes are currently payable with respect to the Property. The parties anticipate that real estate taxes shall become due and payable with respect to the Property from and after the Closing Date. Any taxes payable with respect to the Property, shall be the sole responsibility of the Purchaser.

**ARTICLE 7  REPRESENTATIONS AND WARRANTIES**

7.1 **City’s Representations and Warranties.** As a material inducement to Purchaser to execute this Agreement and consummate this transaction, City represents and warrants to Purchaser, as of the Effective Date and the Closing Date, that:

(a) **Organization and Authority.** City has the full right and authority and has obtained any and all consents required therefor to enter into this Agreement, consummate or cause to be consummated the sale. This Agreement and all of the documents to be delivered by City at the Closing have been and will be authorized and properly executed and will constitute the valid and binding obligations of City, enforceable in accordance with their terms.

(b) **Conflicts and Pending Actions or Proceedings.** There is no agreement binding on City to sell all or any portion of the Property to any party other than Purchaser or which will prohibit or delay the development of the Property. There is no action or proceeding pending, or to City’s knowledge, threatened or contemplated against City or any portion of the Property, including, without limitation, any assessments or impositions, or condemnation, or which challenges or impairs City’s ability to execute or perform its obligations under this Agreement.

(c) **Agreement to Sell.** There is no outstanding option or right of first refusal in favor of any third party to buy the Property.
(d) Default. Performance of this Agreement will not result in any breach of, or constitute a default under, any agreement or instrument to which City is a party or by which City or the Property might be bound.

(e) Compliance with Laws and Codes. City has not received any written notice advising or alleging that the Property, and/or the use and operation thereof, are in violation of any applicable municipal or other governmental laws, ordinances, rules, regulations, codes, licenses, permits and authorizations, nor does City have any such notices in its possession related to the Property.

7.2 Purchaser’s Representations and Warranties. As a material inducement to City to execute this Agreement and consummate this transaction, Purchaser represents and warrants to City that:

(a) Organization and Authority. Purchaser has the full right and authority and has obtained any and all consents required therefor to enter into this Agreement and consummate the purchase of the Property. This Agreement and all of the documents to be delivered by Purchaser at the Closing has been authorized and has been or will be properly executed and has or will constitute the valid and binding obligations of Purchaser, enforceable in accordance with their terms.

(b) Conflicts and Pending Action. There is no agreement to which Purchaser is a party or binding on Purchaser which is in conflict with this Agreement. There is no action or proceeding pending or to Purchaser’s knowledge, threatened, against Purchaser or which challenges or impairs Purchaser’s ability to execute or perform its obligations under this Agreement.

7.3 Survival of Representations and Warranties. The representations and warranties set forth in this Section 7 are made as of the Date of this Agreement, are remade as of the Closing Date, shall survive the Closing for a period of twelve (12) months, and shall not be deemed to be merged into or waived by the instruments of Closing.

ARTICLE 8 MISCELLANEOUS

8.1 Assignment. Purchaser may assign this Agreement in whole to a Company Affiliate by providing City with written notice of the assignment and all related assignment documents within two (2) days. Purchaser may not assign this Agreement to an entity that is not a Company Affiliate without prior written consent of the Irving City Council. No partial assignment(s) of this Agreement are permitted. Any prohibited assignment shall be void.

8.2 Condemnation. Purchaser shall assume all risk of loss or damage to Property from the Effective Date arising from the taking or damaging of the Property or any portion thereof for a public use under eminent domain. In such case, Purchaser at Closing, shall be entitled to all funds payable to City on account of such taking or damaging, and all claims and causes of action for such taking or damaging.

8.3 Headings. The article and paragraph headings of this Agreement are for convenience only and in no way limit or enlarge the scope or meaning of the language hereof.
8.4 Invalidity and Waiver. If any portion of this Agreement is held invalid or inoperative, then so far as is reasonable and possible the remainder of this Agreement shall be deemed valid and operative, and effect shall be given to the intent manifested by the portion held invalid or inoperative. The failure by either party to enforce against the other any term or provision of this Agreement shall not be deemed a waiver of such party’s right to enforce against the other party the same or any other such term or provision.

8.5 Governing Law. This Agreement shall, in all respects, be governed, construed, applied, and enforced in accordance with the laws of the State of Texas and is performable in Dallas County, Texas.

8.6 Survival. The provisions of this Agreement that contemplate performance after the Closing or termination of this Agreement shall survive the Closing or termination of this Agreement and shall not be deemed to be merged into or waived by the instruments of the Closing.

8.7 No Third-Party Beneficiary. This Agreement is not intended to give or confer any benefits, rights, privileges, claims, actions or remedies to any person or entity as a third party beneficiary, decree, or otherwise.

8.8 Entirety and Amendments. This Agreement embodies the entire agreement between the parties and supersedes all prior agreements and understandings relating to the Property. This Agreement may be amended or supplemented only by an instrument in writing executed by the parties hereto. The parties agree that there are no oral agreements, understandings, representations or warranties which are not expressly set forth herein.

8.9 Time. Time is of the essence in the performance of this Agreement.

8.10 Attorneys’ Fees. Should either party employ attorneys to enforce any of the provisions hereof, the party losing in any final judgment agrees to pay the prevailing party all reasonable costs, charges and expenses, including attorneys’ fees, expended or incurred in connection therewith.

8.11 Notices. All notices required or permitted hereunder shall be in writing and shall be served on the parties at the following address:

If to City:

Philip Sanders, Assistant City Manager
825 W. Irving Blvd.
Irving, Texas 75060
Email: psanders@cityofirving.org

With a copy to:

City Attorney’s Office
825 W. Irving Blvd.

Development Agreement
Irving, Texas 75060
e-mail: cao@cityofirving.org

If to Purchaser:

Vaquero Ventures Management, LLC
Attn: Emily Crockett
2900 Wingate Street, Suite 200
Fort Worth, TX 76107
Email: ecrockett@vaqueroventures.com

Any such notices shall be either (a) sent by certified mail, return receipt requested, in which case notice shall be deemed delivered upon deposit, postage prepaid, in the United States Mail, (b) sent by overnight delivery using a nationally recognized overnight courier, in which case it shall be deemed delivered upon deposit with such courier, (c) sent by email, in which case notice shall be deemed delivered upon transmission of such notice, or (d) sent by personal delivery, in which case it shall be deemed received upon receipt at the address of the addressee or actual receipt by the addressee. The above addresses may be changed by written notice to the other party; provided, however, that no notice of a change of address shall be effective until actual receipt of such notice.

8.12 Construction. The parties acknowledge that the parties and their legal counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

8.13 Calculation of Time Periods. Unless otherwise specified, in computing any period of time described herein, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday or legal holiday. The last day of any period of time described herein shall be deemed to end at 6 p.m. Dallas, Texas time. The term “day” shall mean any calendar day.

8.14 Relationship of the Parties. Nothing contained herein is intended to create, nor shall it ever be construed to make, City and Purchaser partners or joint venturers.

8.15 Brokerage Commission. There are no fees or real estate commissions payable by City on in relation to the Property. Any real estate commissions earned by parties representing the Purchaser shall be paid solely by Purchaser.

8.16 Counterpart Signatures. This Agreement, notices and amendments, may be executed in two or more counterparts, each of which shall be deemed an original, and all such counterparts shall be deemed to constitute one and the same instrument.

Signature pages follow
IN WITNESS WHEREOF,
EXECUTED on this ___ day of _____, 2020.

CITY OF IRVING, TEXAS:

______________________________
Richard H. Stopfer, Mayor

ATTEST:

______________________________
Shanae Jennings, City Secretary

APPROVED AS TO FORM:

______________________________
Kuruvilla Oommen, City Attorney

Development Agreement
PURCHASER:

Vaquero Ventures Management, LLC

By: __________________________
Name: _______________________
Title: _______________________

Date: _______________________

THE STATE OF TEXAS §
COUNTY OF TARRANT §

Acknowledgment

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, 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 same as _____________ of Vaquero Ventures Management, LLC, a Texas limited liability company, and 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 ________________, 2020.

_________________________________
Notary Public In and For The State of Texas

_______________________________
My Commission Expires:

Development Agreement
ACKNOWLEDGEMENT

The undersigned Title Company hereby acknowledges its receipt of an executed copy of this Agreement and, further, agrees to comply with and be bound by the terms and provisions of this Agreement, including, without limitation, those terms relating to disposition of the Earnest Money and compliance with Section 6045(e) of the Internal Revenue Code of 1986, as amended from time to time, and as further set forth in any Regulations or forms promulgated thereunder.

TITLE COMPANY:

Republic Title Company of Texas, Inc.

By: ________________________________
Name: ______________________________
Its: ________________________________
Date: ___________________________20___
EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

(insert Replat of Original Town of Irving, Lot 1R, Block 1)
EXHIBIT B

SPECIAL WARRANTY DEED FORM

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

THE STATE OF TEXAS §
COUNTY OF DALLAS §

KNOW ALL BY THESE PRESENTS:

That the City of Irving, a municipal corporation of the County of Dallas, State of Texas, ("GRANTOR"), for and in consideration of the sum of ONE HUNDRED NINETY THOUSAND THREE HUNDRED NINETY AND NO/100 ($119,390.00), and by these presents does GRANT, SELL and CONVEY subject to the terms, conditions, reservations, restrictions and exceptions hereinafter made unto Vaquero Ventures Management, LLC, a Texas limited liability company ("GRANTEE"), all of the property as described in Exhibit A, which is attached hereto and made a part hereof for all purposes ("Property").

This deed is subject to: (i) any and all visible and apparent easements; (ii) and encroachments, whether recorded or not; (iii) any and all covenants, conditions, reservations, restrictions, exceptions, easements, rights-of-way, or other instruments of record applicable to the Property or any part thereof; (iv) compliance with all applicable City of Irving Regulations with respect to building materials and architectural design requirements outlined in the City Zoning Ordinance, Ordinance 2016-9883, HCD Heritage Crossing District Zoning, and as amended; and (v) standby fees, taxes and assessments by any taxing authority for the year 2019 and subsequent years and subsequent taxes and assessments by any taxing authority for prior years due to changes in land usage or ownership, the payment of which GRANTEE hereby assumes.

GRANTOR does further save and except from this deed and the conveyance herein made and does reserve to GRANTOR and its successors and assigns forever all oil, gas and other minerals in and under and that may be produced from the Property. If the mineral estate is subject to existing production or an existing lease, this reservation includes production, the lease and all benefits from it. GRANTOR waives the right of ingress and egress to and from the surface of the property relating to the portion of the mineral estate owned by GRANTOR. Nothing herein, however, restricts or prohibits the pooling or unitization of the portion of the mineral estate owned by GRANTOR with land other than the Property; or the exploration or production of the oil, gas, and other minerals by means of wells that are drilled or mines that open on land other than the Property but enter or bottom under the Property, provided that these operation in no manner interfere with
the surface or subsurface support of any improvements constructed or to be constructed on the Property.

As a material part of the consideration for this deed, GRANTOR and GRANTEE agree that, to the maximum extent allowed by law, (a) GRANTEE is taking the Property “AS IS, WHERE IS, WITH ALL FAULTS”, (b) GRANTOR disclaims responsibility as to the accuracy or completeness of any information relating to the Property, (c) GRANTEE assumes all responsibility to examine all applicable building codes and zoning ordinances to determine if the Property can be used for the purposes desired and to check for outstanding or pending code enforcement actions including but not limited to repair or demolition orders, and (d) GRANTOR expressly disclaims and GRANTEE expressly waives, any warranty or representation, express or implied, including without limitation any warranty of condition, habitability, merchantability or fitness for a particular purpose of the Property. Without limiting the foregoing, GRANTOR makes no representations of any nature regarding the Property and specifically disclaims any warranty, guaranty or representation, oral or written, express or implied, past, present, or future, concerning: (i) the nature and condition of the Property, including without limitation, the water, soil and geology, and the suitability thereof and the Property for any and all activities and uses which GRANTEE may elect to conduct thereon, and the existence of any environmental substances, hazards or conditions or presence of any endangered or protected species thereon or compliance with all applicable laws, rules or regulations; (ii) the nature and extent of any right-of-way, lease, possession, lien, encumbrance, license, reservation, condition or otherwise; (iii) the compliance of the Property or its operation with any law, ordinance or regulation of any federal, state, or local governmental authority; and (iv) whether or not the Property can be developed or utilized for any purpose. For purposes hereof, “environmental substances” means the following: (a) any “hazardous substance” under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C.A. Section 9601 et seq., as amended, (b) any “hazardous substance” under the Texas Hazardous Substances Spill Prevention and Control Act, Tex. Water Code, Section 26.261, et seq., as amended, (c) petroleum or petroleum-based products (or any derivative or hazardous constituents thereof or additives thereto), including without limitation, fuel and lubrication oils, (d) any “hazardous chemicals” or “toxic chemicals” under the Occupational Safety and Health Act, 29 U.S.C.A. Section 651 et seq., as amended, (e) any “hazardous waste” under the Resource Conservation and Recovery Act, 42 U.S.C.A. Section 6901 et seq., as amended, (f) asbestos, (g) polychlorinated biphenyls, (h) underground storage tanks, whether empty, filled, or partially filled with any substance, (i) any substance, the presence of which is prohibited by federal, state or local laws and regulations, and (j) any other substance which by federal, state or local laws and regulations requires special handling or notification of governmental authorities in its collection, storage, treatment or disposal. References to particular acts or codifications in this definition include all past and future amendments thereto, as well as applicable rules and regulations as now or hereafter promulgated thereunder.

TO HAVE AND TO HOLD the above described Property together with all and singular the rights and appurtenances thereto belonging to GRANTEE, its successors and assigns forever, and GRANTOR binds GRANTOR and GRANTOR’s heirs, executors, administrators, successors and
assigns to warrant and forever defend all and singular the Property to GRANTEE and GRANTEE’s heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, when the claim is by, through, or under GRANTOR, but not otherwise, except as to the reservations from conveyance and the exceptions to conveyance and warranty.

EXECUTED this ____ day of ______________________________, 2020.

GRANTOR:

ATTEST:

_______________________________  _______________________________
City Secretary                  Richard H. Stopfer, Mayor

[SEAL]

CITY OF IRVING, TEXAS

_______________________________  _______________________________

Richard H. Stopfer, Mayor

APPROVED AS TO FORM:

_______________________________
Kuruvilla Oommen, City Attorney
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 Richard H. Stopfer, Mayor of the City of Irving, Texas, a municipal corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said City of Irving, Texas, a municipal corporation, that he was duly authorized to perform the same by appropriate resolution of the City Council of the City of Irving and that he executed the same as the act of the said City for purpose and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of__________, A.D. 20__. 

Notary Public In and For Dallas County, Texas
Printed Name: ____________________________
My Commission Expires: ___________________

ACKNOWLEDGED AND AGREED TO:
GRANTEE:
Vaquero Ventures Management, LLC

By: ____________________________
Printed Name: __________________
Title: ____________________________
ACKNOWLEDGMENT

THE STATE OF TEXAS §

COUNTY OF TARRANT §

This instrument was acknowledged before me on ______________________, by ______________________
____________________ of Vaquero Ventures Management, LLC a Texas limited liability company, on
behalf of said company.

________________________________________
Notary Public in and for the State of Texas
Printed Name: _____________________________
My Commission Expires: ______________________
EXHIBIT A
LEGAL DESCRIPTION

(insert Replat of Original Town of Irving, Lot 1R, Block 1)
Exhibit C

Form of Purchaser Guarantee

PERFORMANCE BOND

BOND NO.

STATE OF TEXAS §

COUNTY OF DALLAS §

KNOW ALL BY THESE PRESENTS:

THAT Vaquero Ventures Management, LLC of Fort Worth, Tarrant County, State of Texas, as PRINCIPAL and ___________________________________________________________________________ (Name of Surety) as SURETY, authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto City of Irving (OWNER), in the penal sum of ONE HUNDRED NINETEEN THOUSAND, THREE HUNDRED NINETY and no/100 Dollars ($119,390.00) for the payment whereof, the said PRINCIPAL and SURETY bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, by these presents:

WHEREAS, the PRINCIPAL has entered into a certain written contract with the OWNER, for purchase and development of 313 W. Irving Blvd., Irving Texas, dated _______, 2020, which contract is hereby referred to and made part hereof as fully and to the same extent as if copied at length herein.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said PRINCIPAL shall faithfully perform the said contract and shall in all respects duly and faithfully observe and perform all and singular the covenants, conditions and agreements in and by said contract agreed and covenanted by the PRINCIPAL to be observed and performed, and according to the true intent and meaning of said contract, then this obligation shall be void; otherwise to remain in full force and effect:

SURETY, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract, or to the obligations performed thereunder, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the obligations to be performed thereunder.

IN WITNESS WHEREOF, the said PRINCIPAL and SURETY have signed and sealed this instrument this __________ day of ___________________________ 20_________.

Development Agreement Exhibit C - 1
PRINCIPAL:

Vaquero Ventures Management, LLC

By: ________________________
Name: ______________________
Title: ______________________
2900 Wingate Street, Ste. 200
Fort Worth, Texas 76107

SURETY:

Name of Surety

By: ________________________
Name: ______________________
Title: ______________________
Address
City, State, Zip

The name, address and phone number of the Resident Agent of Surety is:
Exhibit D

Ordinance 2016-9883
AN ORDINANCE AMENDING THE COMPREHENSIVE ZONING ORDINANCE NO. 1144 OF THE CITY OF IRVING, TEXAS, BY REPEALING SECTION 52-32h IN ITS ENTIRETY AND REPLACING THE EXISTING LANGUAGE OF SECTION 52-32f IN ITS ENTIRETY WITH NEW LANGUAGE IN ORDER TO CREATE THE HERITAGE CROSSING DISTRICT, WHICH WILL BE COMPOSED OF A TRANSIT MIXED-USE CHARACTER ZONE, A CORRIDOR MIXED-USE CHARACTER ZONE, AND A NEIGHBORHOOD MIXED-USE CHARACTER ZONE; GRANTING A ZONING CHANGE ON A TRACT OF LAND DESCRIBED AS: PROPERTY ROUGHLY BORDERED ON THE NORTH BY WEST PIONEER DRIVE, ON THE WEST BY NORTH MACARTHUR BOULEVARD AND SOUTH MACARTHUR BOULEVARD, ON THE SOUTH BY WEST SHADY GROVE ROAD, AND ON THE EAST BY NORTH BRITAIN ROAD AND SOUTH BRITAIN ROAD, MORE FULLY AND COMPLETELY DESCRIBED IN EXHIBIT A ATTACHED HERETO; ORDERING A CHANGE IN THE USE OF SAID PROPERTY FROM R-6 SINGLE FAMILY DISTRICT USE, R-3.5 TWO-FAMILY DISTRICT USE, R-MF-2 MULTIFAMILY DISTRICT USE, P-O PROFESSIONAL OFFICE DISTRICT USE, C-O COMMERCIAL OFFICE DISTRICT USE, C-N NEIGHBORHOOD COMMERCIAL DISTRICT USE, C-C COMMUNITY COMMERCIAL DISTRICT USE, ML-20 LIGHT INDUSTRIAL DISTRICT USE, C-OU-2 COMMERCIAL OUTDOOR 2 DISTRICT USE, DDD DOWNTOWN DEVELOPMENT DISTRICT USE, AND THE HERITAGE CROSSING REDEVELOPMENT DISTRICT UNDER ORDINANCE NO. 1144, AS AMENDED TO HCD HERITAGE CROSSING DISTRICT USE UNDER ORDINANCE No. 1144; CORRECTING THE OFFICIAL ZONING MAP ATTACHED TO ORDINANCE NO. 1144; PRESERVING ALL OTHER PORTIONS OF THE ZONING ORDINANCE; PRESERVING ALL OTHER PORTIONS OF THE ZONING ORDINANCE; DETERMINING THAT THE PUBLIC INTEREST, MORALS AND GENERAL WELFARE DEMAND A ZONING CHANGE AND AMENDMENT HEREIN MADE; 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, 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 this requested change 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 on 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, has determined that there is a necessity and need for this change in zoning and has also found and determined that there has been a change in the conditions of the property surrounding and in close proximity to the property requested for a change since this property was originally classified and therefore feels that a change in zoning classification for the particular piece of property is needed, is called for, and is in the best interest of the public at large, the citizens of the City of Irving, and helps promote the general health, safety and welfare of this community;

WHEREAS, the Irving Planning and Zoning Commission and the Irving City Council, in accordance with the provisions of the Charter of the City of Irving, state law, and applicable city ordinances, have given the required notices and have held the required public hearings regarding these amendments to Comprehensive Zoning Ordinance No. 1144 of the City of Irving;

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

SECTION 1. That Comprehensive Zoning Ordinance No. 1144 of the City of Irving, Texas, is hereby amended by repealing Section 52-32h in its entirety.

SECTION 2. That Comprehensive Zoning Ordinance No. 1144 of the City of Irving, Texas, is hereby amended by deleting the existing language of Section 52-32f in its entirety and replacing it with the following:
52-32f. HCD Heritage Crossing District

(a) Introduction. This section provides the regulatory tools for new development and redevelopment consistent with the community vision for the Heritage Crossing area more particularly described in Exhibit A which is attached hereto and incorporated by reference (the “Plan Area”).

1) Purpose and Intent. The purpose of the Heritage Crossing District is to implement the vision previously outlined in the adopted Downtown Development and Heritage Crossing Redevelopment districts. It facilitates pedestrian oriented, mixed-use, urban infill redevelopment, providing shopping, employment, housing, and business and personal services. The Heritage Crossing District supports economic development, a sustainable tax base, and job creation/retention by:
   a. Providing a streamlined and simplified city approval process;
   b. Establishing adjacency predictability in the built environment;
   c. Offering flexibility to changing market conditions;
   d. Reducing risk to private investment/development;
   e. Synchronizing private investment/development with public capital investment policies; and
   f. Calibrating zoning regulations with a vision for redevelopment within the Heritage Crossing District.

2) Goals. The goals of the Heritage Crossing District are to
   a. Promote a more functional and attractive community through the use of recognized urban design principles; and
   b. Allow property owners flexibility in land use, while prescribing a higher level of detail in building design and form.

3) Relationship the Irving Comprehensive Plan. The Heritage Crossing District seeks to implement the recommendations of the 2016 Irving Comprehensive Plan relative to Heritage Crossing, including: “Continue to enhance Irving’s existing signature centers including: Heritage District.” The Heritage Crossing District specifically implements the following recommendations:
   a. Make downtown more visible to visitors and residents through entranceways, wayfinding signage and public art;
   b. Capitalize on the location of the TRE station;
   c. Create pedestrian connections throughout the Heritage District;
   d. Ensure development throughout the Heritage District is compatible with existing design and supports the neighborhood as a whole;
   e. Design retail space as a focal point of activity, offering interesting shops, quality restaurants, and essential services in attractive buildings and settings;
   f. Ensure new office developments fit into the style and character already established by the community and neighborhood; and
g. Develop well-designed multifamily projects and outdoor spaces that contribute to a visually pleasing environment that supports Irving’s local character and promotes social interaction and pride among its residents.

(b) Components of this Section (f).

(1) The Regulating Plan. The Heritage Crossing District regulating plan (“Regulating Plan”) (Attachment 1) is hereby adopted as the official zoning map for the Plan Area. Within any area subject to the approved Regulating Plan, this Heritage Crossing District becomes the exclusive and mandatory regulation unless modified by SP-1, SP-2 or any other more specific plan. It shall establish the following development standards for all properties within the Plan Area:

a. Establishment of Character Zones. The Plan Area is divided into different “character zones”. Each character zone is intended to create a distinct urban form based on the illustrative vision for different sections within the Plan Area. Each character zone shall establish use and building form standards including standards for building height, width, location, functional design, and parking. The Regulating Plan classifies all lots within the Plan Area into one of the following three (3) character zones:

1. Transit Mixed-Use (TMU) – The Transit Mixed-Use Zone creates opportunities for local small scale, in-line retail and restaurant, and medium-scale urban residential (apartments, townhouses, multi-unit homes, live-work) development. This zone takes advantage of the proximity to the Trinity Railway Express by creating shared parking opportunities and focusing on urban residential, without mandating ground floor retail.

2. Corridor Mixed-Use (CMU) – The Corridor Mixed-Use Zone creates a vibrant, mixed-use area that leverages Irving Boulevard/Second Street as "context sensitive streets" supporting multimodal traffic, linking other regional destinations, and promoting economic development. The Corridor Mixed-Use area will serve as the primary neighborhood for commercial activity in the local community.

3. Neighborhood Mixed-Use (NMU) – The Neighborhood Mixed-Use Zone is intended to provide for a range of small scale residential uses (single family, low-density apartments, live-work, townhomes, multi-unit homes, etc.) in low intensity development at key locations. It also provides for a mix of home occupation, low-impact office and neighborhood services within the zone.

b. Building Frontage Standards. Buildings along Main Street, Irving Boulevard, and 2nd Street within the Corridor Mixed-Use Zone and west of Britain Street shall be designed to balance pedestrian-oriented building design standards while accommodating service, utility, and parking functions. Specific development applications apply within the Corridor Mixed-Use Zone requirements.

(2) Development Standards. The Heritage Crossing District text portion of this section (f) enumerates the development standards with text and graphics for character zones, frontage, building form, landscape and building design.

(c) Administration.

(1) Applicability.
a. The uses and buildings on all properties within the Heritage Crossing District shall conform exclusively to this section (f) unless otherwise specifically referenced herein.

b. Where in conflict, numerical metrics shall take precedence over graphic metrics.


a. Administrative Modifications to the Heritage Crossing District. The director or the director’s designee may approve administrative modifications to standards in this section (f) per the criteria set in Table 1 below. A site plan shall be required for administrative review of proposed modifications.

<table>
<thead>
<tr>
<th>Code Standard</th>
<th>Extent of Administrative Modification Permitted</th>
<th>Criteria</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Building Form and Development Standards</td>
<td></td>
<td>Changes to the build-to-zones and setbacks may only occur when they are caused by one or more of the following:</td>
</tr>
<tr>
<td>1. Build to zones/setbacks</td>
<td>No more than a 20% change in the maximum or minimum setback applicable or 5 feet whichever is greater.</td>
<td>i. Need to accommodate existing buildings and structures on the lot that meet the overall intent and vision for redevelopment in the Plan Area; or</td>
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<td></td>
<td>ii. Need to accommodate other required modes of transportation (transit, bike, pedestrian), storm water drainage, water quality, or low impact development (LID) elements on the site; or</td>
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<td>iii. Need to accommodate overhead or underground utilities and/or easements; or</td>
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<td>iv. Need to preserve existing heritage trees on the property, per Article (h) 1 of this Section. This modification is not mandatory for tree preservation, but for the allowance for preservation; or</td>
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<td>v. Need to provide public amenities along the sidewalk (outdoor dining/seating, larger sidewalk, or other similar public amenities).</td>
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<td>2. Required Parking Spaces</td>
<td>Reduction in the number of required parking spaces</td>
<td>Reduction in the number of parking spaces shall be based on one or more of the following:</td>
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<td>i. A shared parking plan for parking within 300 feet of the subject property; or</td>
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<td>ii. A parking study for the uses proposed on the site; or</td>
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<td>iii. A combination of the above.</td>
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</tbody>
</table>
Table 1: Administrative Modifications Table

<table>
<thead>
<tr>
<th>Code Standard</th>
<th>Extent of Administrative Modification Permitted</th>
<th>Criteria</th>
</tr>
</thead>
<tbody>
<tr>
<td>b. Other</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Any other numerical standard in this section</td>
<td>A modification up to 10% (increase or decrease)</td>
<td>i. A modification of a numerical standard is needed to accommodate existing conditions.</td>
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<tr>
<td></td>
<td></td>
<td>ii. The proposed development still meets the intent of the section.</td>
</tr>
<tr>
<td>2. Phased Developments</td>
<td>Deferment of building frontage standards</td>
<td>i. Phased developments may defer building frontage requirements as long as they meet the build-to-zone and parking setback requirements.</td>
</tr>
</tbody>
</table>

(3) **Nonconforming Uses.** Nonconforming uses shall meet the standards in Sec. 52-47, Nonconforming Uses, of the Irving Land Development Code, as amended.

(4) **Nonconforming Structures and Sites.** For the purposes of this section, a “nonconforming structure or site” means a structure or site that does not meet the current standards addressed in this section. A nonconforming structure or site may be altered or enlarged, provided that such alteration or enlargement neither creates any new nonconformity nor increases the degree of the existing nonconformity of all or any part of such structure or site. Attachment 2 provides examples of acceptable additions to nonconforming structures in the Heritage Crossing District.

(d) **Definitions.** Many terms used in this section are defined in Section 52-75 and Section 35-1 of the Irving Land Development Code, as amended. Definitions are only included in this section if not defined in the Irving Land Development Code, or if the definition for this section differs from the Irving Land Development Code. In case of a conflict between the definitions under this section and Section 52-75 and Section 35-1 of the Irving Land Development Code, the definitions in this section shall supersede.

(1) “Administrative Modification” shall mean a requested modification to Heritage Crossing District standards that complies with the administrative modifications provisions of Section (c) (2) - Administration. The director shall have the authority to administratively approve a request for an administrative modification in conformance with subsection (c).
(2) “Arcade” shall mean a portion of the main façade of the building that is at or near the property line and a colonnade supports the upper floors of the building. Arcades are intended for buildings with ground floor commercial or retail uses and the arcade may be one or two stories. The ground floor area within the arcade may be conditioned or non-conditioned space. Any habitable arcade space within the public right-of-way shall require legal permission from the City prior to construction.

(3) “Bed and Breakfast” shall mean a dwelling occupied as a permanent residence by an owner or renter which serves breakfast and provides or offers sleeping accommodations in not more than eight (8) rooms for transient guests for compensation.

(4) “Build-to Zone” (or “BTZ”) shall mean the area between the minimum and maximum front setbacks from the property line. The principal building façade line shall be located within this area.

(5) “Building Form and Site Development Standards” shall mean the standards established for each character zone including but not limited to building placement, building height, parking, service access, and other functional design standards.
(6) “Building Façade Line” shall mean the location of the vertical plane of a building nearest a street frontage.

(7) “Building Frontage” shall mean the percentage of a building’s façade line that is required to be located within the Build-To Zone as a proportion of the lot’s width along the fronting public street. Required driveways, stairs to access entrances, parks, plazas, squares, improved forecourts, and pedestrian breezeway frontages shall count towards the required building frontage.
(8) “Building Step-Back” shall mean the setting back of the building façade line away from the street at a specific floor or height.

Illustration of a building step-back
(9) “Character Zone” shall mean an area within the Heritage Crossing District that is intended to preserve and/or create an urban form that is distinct from other areas within the plan area. Character zones are identified in the regulating plan.

(10) “Commercial Use or Mixed Use Building” shall mean a building in which at least the ground floor of the building is built to commercial-ready standards and any of the floors are occupied by non-residential or residential uses.

(11) “Commercial Ready” shall mean a ground floor space constructed with appropriate building orientation, entrance and window treatment and floor-to-ceiling height in order to accommodate ground floor retail/commercial uses (including but not limited to commercial, retail, restaurant, entertainment, and lobbies for civic, hotel, or multi-family uses). Standards for commercial-ready frontage are in subsection (g)(3) of this section. Prior to the issuance of a certificate of occupancy for a retail/commercial use in a commercial-ready space, the space must comply with all building and construction codes for commercial uses. The intent of Commercial-Ready space is to provide the flexibility of occupying a space in accordance with market demand and allowing the use in such space to change to retail/commercial uses accordingly.

(12) “Complete Street” shall mean a street that not only accommodates various modes of transportation such as automobiles, transit, bikes, and pedestrians, but also establishes a design context that is conducive for redevelopment along the street.

(13) “Director” shall be the Planning and Community Development Director or the Director’s designee.

(14) “Encroachments” shall mean any structural or non-structural element such as a sign, awning, canopy, terrace, or balcony that breaks the plane of a vertical or horizontal regulatory limit, extending into a setback, into the public right-of-way, or above a height limit.

(15) “Facade Area” shall mean the surface area of a building’s elevation (including all floors) not counting minor indentations fronting a particular street. Ground floor façade area is the surface area of a building’s ground floor elevation not counting minor indentations fronting a particular street. Upper floor façade area is the surface area of a building’s upper floor elevations not counting minor indentations fronting a particular street.

(16) “Gallery” shall mean a roofed promenade or canopy, especially one extending along the wall of a building and supported by arches or columns on the outer side. The gallery space is unenclosed (non-conditioned) space and may be 2 or more stories tall. Any habitable gallery space within the public right-of-way shall require legal permission from the City prior to construction.
(17) “Heritage Crossing District” shall mean the zoning designation intended to implement the vision outlined in the previous Downtown Development and Heritage Crossing Redevelopment districts. It facilitates pedestrian oriented, mixed-use, urban infill redevelopment, providing shopping, employment, housing, and business and personal services.

(18) “Heritage Crossing Regulating Plan” shall mean the Regulating Plan shall be reflected on the official zoning map of the City and in Attachment 1 of this section. The Regulating Plan graphically depicts development standards including character zones, street designations, and special requirement(s) applicable to properties within the Heritage Crossing District.

(19) “Heritage Tree” shall mean any Post Oak tree(s), Blackjack Oak tree(s), or any tree(s) that is 24”-caliper or greater.

(20) “Live-work Unit” shall mean a dwelling unit that is also used for work purposes, provided that the “work” component is restricted to the uses of professional office, artist’s workshop, studio, or other similar uses and is located on the street level. The “live” component may be located on the street level (behind the work component) or any other level of the building. Live-work Unit is distinguished from a home occupation otherwise defined by the Irving Land Development Code, as amended, in that the work use is not required to be incidental to the dwelling unit, non-resident employees may be present on the premises, and customers may be served on site.

(21) “Multi-unit Home” shall mean a multi-unit residential building (2 to 4 units) that is designed to appear as a large single-family home from the exterior, but functions as a multi-unit building on the interior. Multi-unit homes have one main front door for the building, but may also have side and rear entries. Parking (as defined in this section) is accessed from an alley or a driveway leading to the rear of the lot. Parking may not face a public right-of-way.

(22) “Numerical Standard” shall mean any standard that has a numerical limit (minimums and maximums) or value as established within both the text and graphic standards of the Heritage Crossing District.
(23) “Parking Setback Line” shall mean the distance that any surface parking lot is to be set back from either the principal building façade line or property line along any street frontage (depending on the specific standard in the character zone). Surface parking may be located anywhere behind the parking setback line on the property.

Illustration of a parking setback line

(24) “Primary Entrance” shall mean the main entrance located along the front of a building facing a street or sidewalk that provides access from the public sidewalk to the building. It is different from a secondary entrance which may be located at the side or rear of a building providing private-controlled access into the building from a sidewalk, parking or service area.

(25) “Public Space” shall mean publicly-accessible open space in the form of parks, courtyards, forecourts, plazas, greens, playgrounds, squares, etc.

(26) “Residential Use Building” shall mean a building that is built to accommodate only residential uses on all floors of the building such as a detached single-family home, attached single-family home (i.e. townhome), two- or three-family home (i.e. duplex, triplex), multiple family (4 or more), apartment building (under single ownership or under multiple owners within a condominium regime).

(27) “Service-related Uses” shall mean parking access, garbage/trash collection, utility meters and equipment, loading/unloading areas, and similar uses which support the principal use on a lot.

(28) “Street Screen” shall mean a freestanding wall, living fence, or combination fence built along the frontage line or in line with the building façade along the street. It may mask a parking lot or a loading/service area from view or provide privacy to a side yard and/or strengthen the spatial definition of the public realm.
(c) **Schedule of Permitted Uses.**

(1) **Applicability.** Due to the emphasis on urban form over land uses in the Heritage Crossing District, general use categories have been identified by character zone (Table 2).

<table>
<thead>
<tr>
<th>Character Zones</th>
<th>Transit Mixed-Use (TMU)</th>
<th>Corridor Mixed-Use (CMU)</th>
<th>Neighborhood Mixed-Use (NMU)</th>
<th>Additional Criteria</th>
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</thead>
<tbody>
<tr>
<td>Uses</td>
<td></td>
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<td></td>
</tr>
<tr>
<td>a. Residential Uses</td>
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<tr>
<td>1. Duplex</td>
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<td>P</td>
<td>P</td>
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<tr>
<td>2. Multi-Family Residential (greater than 8 units)</td>
<td>P/AC</td>
<td>P/AC</td>
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<td>Ground Floors along Main Street and Irving Boulevard shall be built to Commercial Ready Standards.</td>
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<tr>
<td>3. Multi-Unit Home (2 to 4 units)</td>
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<td>P/AC</td>
<td>P/AC</td>
<td>i. Building shall be designed to appear as one home with one front door. ii. Additional doors may be used on the side and rear to meet required access. iii. Parking shall be located in the rear of the lot and shall be accessed from an alley or by a driveway leading to the rear.</td>
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<tr>
<td>4. Multi-Unit Residential (5 to 8 units)</td>
<td>P/AC</td>
<td>P/AC</td>
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<td>5. Single Family Residential (Detached)</td>
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<td>P/AC</td>
<td>P</td>
<td>Allowed adjacent to 6th Street or South of 6th Street and South of 2nd Street.</td>
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<tr>
<td>6. Townhouse</td>
<td>P/AC</td>
<td>P</td>
<td>P</td>
<td>Used for transition from existing single-family detached areas.</td>
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<td>b. Commercial Uses</td>
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<td>1. Admin and Business Offices</td>
<td>P</td>
<td>P</td>
<td>P</td>
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<td>2. Art Gallery</td>
<td>P</td>
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<td>3. Art Workshop</td>
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<td>4. Bed &amp; Breakfast</td>
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<td>5. Business or Trade School</td>
<td>P</td>
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<td>6. Commercial Off-Street Parking</td>
<td>P/AC</td>
<td>P/AC</td>
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<td>New surface parking lots shall be permitted as an interim use of property if they are the primary use of property and part of a phased development.</td>
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<td>7. Construction Sales and Services</td>
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<td>8. Financial Services/Depository</td>
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<td>9. Food Preparation/Catering</td>
<td>P</td>
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<td>10. Funeral Services</td>
<td>P/AC</td>
<td>P/AC</td>
<td>P/AC</td>
<td>i. Pick-up and drop-off lanes, storage of vehicles, service areas, and drive through facilities shall NOT have direct frontage along Main Street, Irving Boulevard or 2nd Street. ii. All such areas along other streets shall be screened with a required street screen (see subsection (h) 2 of this Section for standards).</td>
</tr>
<tr>
<td>Uses</td>
<td>Transit</td>
<td>Corridor</td>
<td>Neighborhood</td>
<td>Additional Criteria</td>
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<td>--------------------------------------------------------------------</td>
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<tr>
<td>11. General Retail Sales</td>
<td>P</td>
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<td>12. Grocery Store</td>
<td>P</td>
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<td>13. Hotel/Motel</td>
<td>P</td>
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<td>15. Commercial Amusement – Outdoor</td>
<td>P</td>
<td>P</td>
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<tr>
<td>16. Laundromat/Dry Cleaning</td>
<td>P</td>
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<td>17. Medical Offices – greater than 3,000 SF (including Wellness Clinics)</td>
<td>P</td>
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</tr>
<tr>
<td>18. Medical Offices – 3,000 SF or less (including Wellness Clinics)</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td></td>
</tr>
<tr>
<td>19. Pawn Shop Services</td>
<td>P</td>
<td>P</td>
<td></td>
<td>--</td>
</tr>
<tr>
<td>20. Printing and Publishing</td>
<td>P</td>
<td>P</td>
<td></td>
<td>--</td>
</tr>
<tr>
<td>21. Professional Office</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td></td>
</tr>
<tr>
<td>22. Restaurant</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td></td>
</tr>
</tbody>
</table>
| 23. Vehicle Rentals                                               | --                       | P/AC (east of Britain only) | --         | i. Drive through lanes, service bays, and/or gas station canopies shall meet the design standards in Section (g), Building Design Standards of this code.  
ii. Outdoor storage of vehicles or other products sold shall NOT have direct frontage along pedestrian frontages. Outdoor storage of vehicles and/or other products sold shall be screened with a required street screen along General Streets (see subsection (h) 2 of this Section for standards). |
| 24. Vehicle Repair Services                                       | --                       | P/AC (east of Britain only) | --         |                                                                                     |
| 25. Vehicle Sales                                                 | --                       | P/AC (east of Britain only) | --         |                                                                                     |
| 26. Vehicle Washing (of any type)                                | --                       | P/AC (east of Britain only) | --         |                                                                                     |
| 27. Veterinary Services                                           | P                        | P                       |              | --                                                                                  |
| 28. Any use with a drive through window or drive up service (including banks and financial institutions; pharmacy; dry cleaning and pressing shop; funeral homes and mortuaries; retail store; restaurant) | P/AC                     | P/AC                  | --         | i. Drive through or drive-up facilities shall meet the design standards in Section (g)(4) of this code. |

| Civic Uses                                                        |                         |                         |              |                                                                                     |
| 1. Assisted Living                                               | P                        | P                       |              | --                                                                                  |
| 2. Club or Lodge                                                 | P                        | P                       | P            |                                                                                     |
| 3. College or University Facilities                              | P                        | P                       | P            |                                                                                     |
| 4. Communication Service Facilities                              | P                        | P                       | P            |                                                                                     |
**Table 2. Heritage Crossing District Land Use Table**

<table>
<thead>
<tr>
<th>Character Zones</th>
<th>Uses</th>
<th>Transit Mixed-Use (T MU)</th>
<th>Corridor Mixed-Use (C MU)</th>
<th>Neighborhood Mixed-Use (N MU)</th>
<th>Additional Criteria</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>5. Counseling Services</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td></td>
</tr>
<tr>
<td></td>
<td>6. Day Care Services</td>
<td>P/AC</td>
<td>P/AC</td>
<td>P/AC</td>
<td>Drive through, driveway, stacking, loading and parking plan subject to site plan approval.</td>
</tr>
<tr>
<td></td>
<td>7. Governmental Uses</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td></td>
</tr>
<tr>
<td></td>
<td>8. Hospital Services</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td></td>
</tr>
<tr>
<td></td>
<td>9. Local Utility Service</td>
<td>P/AC</td>
<td>P/AC</td>
<td>P/AC</td>
<td></td>
</tr>
</tbody>
</table>
|                       | 10. Maintenance & Service Facilities                               | P/AC                     | P/AC (east of Britain only) | --                            | i. Outdoor storage of fleet vehicles, service areas, utility boxes and equipment shall NOT be permitted located along Main Street, Irving Boulevard or 2nd Street.  
ii. All such areas along other streets shall be screened with a required street screen (at least as high as the equipment being screened) (see subsection (g) of this Section for standards). |
|                       | 11. Major Utility Facilities                                        | P/AC                     | P/AC (east of Britain only) | --                            |                                                                                   |
|                       | 12. Museum, Art Gallery and Related Cultural Services               | P                        | P                          | P                             |                                                                                  |
|                       | 13. Park & Recreation Services                                      | P                        | P                          | P                             |                                                                                   |
|                       | 14. Postal Facilities                                               | P                        | P                          | P                             |                                                                                   |
|                       | 15. Private Education/Charter School                                | P/AC                     | P/AC                       | P/AC                          | Drop off and loading study required in site plan process                           |
|                       | 16. Public Education                                                | P/AC                     | P/AC                       | P/AC                          | Drop off and loading study required in site plan process                           |
|                       | 17. Community Garden                                                | P                        | P                          | P                             |                                                                                  |
|                       | 18. Railroad Facilities                                             | P                        | --                         | --                            |                                                                                   |
|                       | 19. Religious Assembly                                              | P                        | P                          | P                             |                                                                                  |
|                       | 20. Telecommunication Tower                                          | P/AC                     | P/AC                       | P/AC                          | Subject to Sec. 52.32d of the Irving Land Development Code and located on top of a building or architectural component only |
|                       | 21. Transportation Terminal                                         | P                        | P                          | --                            |                                                                                  |
| d. Industrial Uses    |                                                                      |                          |                            |                               |                                                                                   |
|                       | 1. Manufacturing                                                    | P                        | P (east of Britain only)    | --                            |                                                                                  |
|                       | 2. Warehousing                                                      | P                        | P (east of Britain only)    | --                            |                                                                                  |
| e. Other Uses         |                                                                      |                          |                            |                               |                                                                                   |
|                       | 1. Sexually-Oriented Businesses                                     | --                       | --                         | --                            |                                                                                  |
|                       | 2. Non-Depository Financial Institutions                            | --                       | --                         | --                            |                                                                                  |
(f) **Building Form and Site Development Standards.**

(1) All parcels within the Heritage Crossing District are assigned to one of three character zones:
   a. Transit Mixed-Use (TMU)
   b. Corridor Mixed-Use (CMU)
   c. Neighborhood Mixed-Use (NMU)

(2) In addition to standards that apply to all character zones, building form and site development standards applicable to each character zone are described below in subsections (f)(10), (f)(11), and (f)(12).

(3) The images and graphics in the first subsection of each character zone standards are provided for illustrative purposes only. Refer to the standards in the following subsections for the specific building form and site development standards.

(4) The graphics used to illustrate the building form and development standards in each character zone are not intended to indicate exact conditions within each character zone. Rather, illustrations are conceptual and standards are to be applied based on the specific frontage types designated along the subject property or site. For example, a specific site may not have frontages along all streets as indicated in the illustrations and only the standards applicable to designated building frontages on the property should be used. In addition, the illustrations may depict other site elements to establish context and only the standards regulated by the specific subsection shall apply. For example, the building placement graphics may depict sidewalks for context purposes only and the graphic should only be used to establish standards for building placement on the site. Building form graphics in this section are **NOT TO SCALE.**

(5) **Parking and Service Access.**

   a. Location of parking (both structured and surface) shall be per the character zone specific building form standards found in subsections (f)(10), (f)(11), and (f)(12).
b. Minimum required off-street parking spaces shall be provided per Table 3.

<table>
<thead>
<tr>
<th>Character Zone</th>
<th>TMU</th>
<th>CMU</th>
<th>NMU</th>
<th>Additional Criteria</th>
</tr>
</thead>
<tbody>
<tr>
<td>All Non-Residential uses and ground floor Commercial-Ready spaces</td>
<td>1 space per 500 sq.ft. of building area</td>
<td>1 space per 300 sq.ft. of building area</td>
<td>1 space per 350 sq.ft. of building area</td>
<td>1. Off-site parking may be provided per sec. 52-36 of the Irving Land Development Code. 2. Landscaping within surface parking lots shall meet standards in the Irving Land Development Code. 3. A shared parking plan or alternative parking plan may be approved by the director as an administrative modification. 4. On-street parking located along the subject block on any public street adjacent to the property may be counted towards the required off-street parking. 5. No off-street parking required for retail, restaurant, or office uses on Main Street between Rock Island and Third Street.</td>
</tr>
<tr>
<td>Multi-Unit Residential (5 to 8 units) and Multi-Family Residential (greater than 8 units)</td>
<td>1 space per dwelling unit</td>
<td>1 spaces per dwelling unit</td>
<td>1.5 spaces per dwelling unit</td>
<td></td>
</tr>
<tr>
<td>Lodging</td>
<td>0.5 space per lodging room</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Single-Family Residential, Townhouse, Multi-Unit Home (2 to 4 units)</td>
<td>2 space per dwelling unit</td>
<td>2 space per dwelling unit</td>
<td>2 spaces per dwelling unit</td>
<td></td>
</tr>
</tbody>
</table>

**Min. Bicycle Parking Requirement (in Addition to Vehicular Parking)**

<table>
<thead>
<tr>
<th>Character Zone</th>
<th>TMU</th>
<th>CMU</th>
<th>NMU</th>
<th>Additional Criteria</th>
</tr>
</thead>
<tbody>
<tr>
<td>All uses</td>
<td>1 space required for every 10 provided automobile spaces (Minimum of two)</td>
<td>1 space required for every 10 provided automobile spaces (Minimum of two)</td>
<td>not required</td>
<td>Location of bicycle parking: For retail and commercial ready buildings, 25% of all provided bicycle parking shall be located within 50 feet of a primary building entrance. Location shall be accessible from a public sidewalk.</td>
</tr>
</tbody>
</table>

c. **Driveway and Service Access.**

1. Along Main Street, Irving Boulevard and 2nd Street: driveway spacing shall be limited to one driveway per each block face or per 200 feet of block face for blocks greater than 400 feet in length, including any existing alleys.

2. Shared driveways, joint use easements or joint access easements shall be required for adjoining properties when driveway and service access is off of Main Street, Irving Boulevard or 2nd Street.

3. Service and loading/unloading areas shall be screened per standards in subsection (g) (4).

4. Front-loaded garages on residential lots less than 40 feet wide shall not be allowed. Townhomes shall utilize garages with access from Alleys.

5. The Director may administratively grant exceptions to the provisions of this section in cases where the Director determines meeting the provisions of this section are impractical or represent an unreasonable hardship.
(6) **Street Screen Requirements.**

a. Any lot frontage along Main Street, Irving Boulevard and 2nd Street with surface parking shall be defined by a Street Screen. This required Street Screen shall be located at the street edge of the Build-to Zone. Refer to the subsection (h) in this section for other specifications.

(7) **Measuring Heights.**

a. Chimneys, vents, elevators, stair enclosures, cupolas, domes, steeples, screened HVAC equipment, other mechanical enclosures, tanks, solar energy systems, and similar elements are exempt from the height limit. Mechanical and utility equipment shall be set back from the façade line in order to minimize visibility from the street.

b. Internal building height shall be measured from finished floor to the bottom of the structural members of the ceiling.

c. Floor-to-floor heights shall not apply to parking structures, government, educational, or religious buildings.

(8) **Encroachments and Overhangs.**

a. Encroachments into public right-of-way by canopies, awnings, temporary barriers or patio dining shall require legal permission of the City and shall meet the following criteria.

   1. Maximum of 50% of the depth of the sidewalk or 10 feet (whichever is less).
   2. Minimum vertical clearance from the finished sidewalk shall be 8 feet.
   3. In no case shall an encroachment be located over an on-street parking or travel lane.
   4. Outdoor dining may also be placed on the sidewalk as long as ADA required clear space is maintained.

b. Overhangs within required setbacks: Canopies, awnings, galleries, and balconies may be within any required setback areas per standards established in each character zone as long as the vertical clearance is a minimum of 8 feet from the finished sidewalk elevation.

(9) **Phased Developments.** Due to the infill nature of development within the Heritage Crossing District, certain building form and site development standards may be deferred for phased development projects meeting the following criteria:

a. Submission of a site plan that illustrates how development and any related private improvements will be phased over time. Each phase of the site plan shall independently comply with all applicable standards of the Heritage Crossing District unless an administrative modification is granted.

b. Required private landscaping and open space amenities must also be phased with the building.
Corridor Mixed-Use Zone (CMU).

(a) Illustrations and intent. The Corridor Mixed-Use Zone creates a vibrant, mixed-use area that leverages Irving Boulevard/Second Street as "context sensitive streets" supporting multimodal traffic, linking other regional destinations and promoting economic development. The Corridor Mixed-Use area will serve as the primary neighborhood commercial activity area for the local community.

(b) Building Placement

<table>
<thead>
<tr>
<th>(i) Build-to Zones (BTZ) and Setbacks</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Distance from property line to edge of the zone)</td>
</tr>
</tbody>
</table>

1. Front: Along Main Street, Irving Boulevard and 2nd Street  
   0 foot min. setback – 25 foot max. setback  
   **A**

2. Front: Along all other streets  
   0 foot min. setback – 30 foot max. setback  
   75 foot max setback if parking is in front  
   **B**

3. Side  
   0 foot min. setback; no max. setback  
   **C**

4. Rear  
   0 foot min. setback; no max. setback  
   **D**
### Corridor Mixed-Use Character Zone

#### (c) Building Height

<table>
<thead>
<tr>
<th>(i) Principal Building Standards</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Building maximum • 3 stories or 45 feet (whichever is less)</td>
</tr>
<tr>
<td>2. First floor height • 12 foot min. for all buildings along Main Street, Irving Boulevard and 2nd Street</td>
</tr>
<tr>
<td>• 10 foot min. for all other streets</td>
</tr>
<tr>
<td>3. Upper floor(s) height • 9 foot min.</td>
</tr>
</tbody>
</table>

#### (ii) Accessory Building Standards

1. Accessory buildings shall meet the standards for principal building standards in the Corridor Mixed-Use Zone.

### (d) Parking & Service Access

#### (i) Surface Parking Setbacks (with new buildings)

<table>
<thead>
<tr>
<th>Main Street, Irving Boulevard, 2nd Street</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Shall be located behind the principal building along that street frontage.</td>
</tr>
<tr>
<td>• 3 feet behind the building façade line along that street.</td>
</tr>
<tr>
<td>• See subsection (h) for screening requirements.</td>
</tr>
</tbody>
</table>

1. Main Street, Irving Blvd. and 2nd Street

2. All other streets

<table>
<thead>
<tr>
<th>Main Street, Irving Boulevard, 2nd Street</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Shall be located behind the principal building along that street frontage.</td>
</tr>
<tr>
<td>• If no building is located along the street frontage; then surface parking shall be setback a minimum of 3 feet from the property line.</td>
</tr>
</tbody>
</table>

3. Side • 0 foot min. | D |

4. Rear/Alley • 0 foot min. from property line or alley edge | E |
(11) **Transit Mixed-Use Zone (TMU).**

(a) *Illustrations and intent.* The Transit Mixed-Use Zone creates opportunities for local small scale, in-line retail and restaurant, and medium scale urban residential (apartments, townhouses, multi-unit homes, live-work) development. It also takes advantage of the proximity to the Trinity Railroad Express Station by creating shared parking opportunities and focusing on urban residential, without mandating ground floor retail.

(b) **Building Placement**

![Diagram of building placement](image)

| Build-to-Zones (BTZs) and Setbacks (Distance from property line to edge of the zone) |
|---|---|---|
| 1. **Front** | 5 foot min. setback – 30 foot max. setback | A |
| | 75 foot max setback if parking is in front | |
| 2. **Side** | 0 foot min, no max. setback | B |
| 3. **Rear** | 0 foot min.; no max. setback | C |

(c) **Building Height**

![Diagram of building height](image)

| (i) Principal Building Standards |
|---|---|---|
| 1. Building maximum | 6 stories or 75 feet (whichever is less) | A |
| 2. First floor height | 12 foot min. for all buildings facing a public space. | B |
| | 10 foot min. for all other frontages. | |
| 3. Upper floor(s) height | 9 foot min. | C |

(ii) **Accessory Building Standards**

1. Accessory buildings shall meet the standards for principal building standards in the Transit Mixed-Use Zone.
### (d) Parking & Service Access

#### (i) Surface Parking Setbacks

<table>
<thead>
<tr>
<th>Section</th>
<th>Setback Requirements</th>
</tr>
</thead>
</table>
| 1. Street Frontage | - Shall be located behind the principal building along that street frontage; or  
- Min. 3 feet behind the building façade line along that street  
- See subsection (h) for screening requirements. |
| 2. Side | - 0 foot min. |
| 3. Rear | - 0 foot min from property line or alley edge |

#### (ii) Structured Parking or Below Grade Parking Setbacks

<table>
<thead>
<tr>
<th>Section</th>
<th>Setback Requirements</th>
</tr>
</thead>
</table>
| 1. Primary façade | - Shall be located behind the principal building along that street frontage; or  
- Ground floor: min. of 30 feet from the property line  
- Upper floors: may be built up to the building façade line |
| 2. Secondary Façade | - May be built up to the building façade line; or  
- If no building is located along the street frontage; then the structured parking shall meet the minimum setback standards along that façade. |
| 3. Side | - 0 foot min |
| 4. Rear | - 0 foot min at property line or alley edge |

#### (iii) Partially Below Grade Parking

1. May be built up to the building façade line along all streets
(12) Neighborhood Mixed-Use Zone (NMU).

(a) Illustrations and intent. The Neighborhood Mixed-Use Zone is intended to provide for a range of small scale residential uses (single family, low-density apartments, live-work, townhomes, multi-unit homes, etc.) in low intensity development at key locations. It also provides for a mix of home occupation, low-impact office and neighborhood services within the zone.

(b) Building Placement

(i) Build-to Zones (BTZs) and Setbacks

<table>
<thead>
<tr>
<th></th>
<th>10 foot min. setback; no max. setback</th>
<th>A</th>
</tr>
</thead>
<tbody>
<tr>
<td>Front</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Side</td>
<td>5 foot min. setback; no max. setback</td>
<td>B</td>
</tr>
<tr>
<td>Adjacent to Single-Family detached residentially zoned lot</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Rear</td>
<td>5 foot min. setback; no max. setback</td>
<td>C</td>
</tr>
<tr>
<td>Adjacent to Single-Family detached residentially zoned lot</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

c. Building Height

(i) Principal Building Standards

<table>
<thead>
<tr>
<th></th>
<th>3 stories or 45 feet (whichever is less)</th>
<th>A</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Building maximum</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. First floor height</td>
<td>10 foot min. for all frontages</td>
<td>B</td>
</tr>
<tr>
<td>3. Upper floor(s) height</td>
<td>9 foot min.</td>
<td>C</td>
</tr>
</tbody>
</table>

(ii) Accessory Building Standards

(a) Shall be regulated per city standards for accessory buildings
(g) Building design standards.

(1) Building Orientation and Entrances for Commercial Use, Mixed-use and multi-Family Buildings.

a. Buildings shall be oriented towards Main Street, Irving Boulevard and 2nd Street, where the lot has frontage along those streets. If a building has no frontage along these streets, then it shall front a street or civic space.

b. Primary entrances to buildings shall be located on the street along which the building is oriented. At intersections, corner buildings may have their primary entrances oriented at an angle to the intersection. All primary entrances shall be oriented to the public sidewalk for ease of pedestrian access. Secondary and service entrances may be located from parking areas or alleys.

c. Primary Entrance Design: Primary building entrances along pedestrian frontage shall consist of at least two of following design elements so that the main entrance is architecturally prominent and clearly visible from that street:

1. Architectural details such as arches, friezes, awnings, canopies, arcades, tile work, murals, or moldings; or

2. Integral planters or wing walls that incorporate landscape or seating elements; or

3. Prominent three-dimensional, vertical features such as belfries, chimneys, clock towers, domes, spires, steeples, towers, or turrets; or

4. A repeating pattern of pilasters projecting from the façade wall by a minimum of eight inches or architectural or decorative columns.
(2) Façade Composition.


1. Facades greater than 60 feet in length along Main Street, Irving Boulevard and 2nd Street (West of Britain) shall meet the following façade articulation standards.

   (i) Include facade modulation such that a portion of the facade steps back or extends forward with a depth of at least 24 inches; and

   (ii) The distance from the inside edge of a building projection to the nearest inside edge of an adjacent projection shall not be less than 20 feet and not greater than 60 feet.
2. Façade Transparency Requirements.

(i) All facades shall meet the minimum requirement for façade transparency (percentage of doors and windows) as established in Table 4 below. Ground floor windows and doors along Main Street, Irving Boulevard, 2nd Street facades shall have a rated visible transmittance (VT) of 0.6 or higher.

<table>
<thead>
<tr>
<th>Use and Floor</th>
<th>Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commercial Use or Mixed Use Buildings</td>
<td></td>
</tr>
<tr>
<td>Ground Floor</td>
<td>40% (min.)</td>
</tr>
<tr>
<td>Upper Floor(s)</td>
<td>20% (min.)</td>
</tr>
<tr>
<td>Residential Use Buildings</td>
<td></td>
</tr>
<tr>
<td>Ground Floor</td>
<td>20% (min.)</td>
</tr>
<tr>
<td>Upper Floor(s)</td>
<td>15% (min.)</td>
</tr>
</tbody>
</table>

1. At least one of the following shall be added along single-family residential use building facades to add pedestrian interest along the street:

(i) Porches;
(ii) Stoops;
(iii) Eaves; or
(iv) Balconies.

2. Windows and doors. All building facades of single-family residential use buildings shall meet the transparency requirements established in Table 4.

(3) Commercial-ready Standards for Commercial Use, Mixed-use and Multi-family Use Buildings

a. Ground floors of all buildings within Corridor Mixed-Use Zone along Main Street, Irving Boulevard and 2nd Street shall be built to commercial-ready standards. Such ground floor space shall be constructed to accommodate, at a minimum, commercial uses. In addition, the following standards shall apply:

1. An entrance that opens directly onto the sidewalk according to subsection (g)(1);
2. A height of not less than 12 feet measured from the entry level finished floor to the bottom of the structural members of the ceiling;
3. Minimum leasable width of 20 feet wide;
4. A front facade that meets the window glazing requirements; and
5. Off-street surface parking shall be prohibited between the sidewalk and the building along Main Street, Irving Boulevard and 2nd Street (west of Britain).
(4) **Design of Automobile Related Building and Site Elements.**

a. Where permitted under subsection (e), drive-through lanes, auto-service bays, and gas station canopies for commercial uses shall not be located with frontage along Main Street, Irving Boulevard and 2nd Street (west of Britain). Drive-through lanes may be permitted along all other streets or alleys. Drive-through lanes, auto-service bays, and gas station canopies shall be hidden behind a 3 feet high street screen along all streets.

b. No more than 60% of a lot’s frontage along a street may be dedicated to drive through lanes, canopies, service bays, and other auto-related site elements. There shall be no such limitation along alleys.
c. Any automobile-related retail sales or service use of a site or property shall have a primary building entrance along its frontage.

d. Drive through access may be from a street only if the lot has no access to any alley frontage.

![Image illustrating the appropriate design of retail/restaurant drive-throughs (Corner Lot)](image)

"Image illustrating the appropriate design of retail/restaurant drive-throughs (Corner Lot)"

e. All off-street truck loading and unloading areas shall be screened using a street screen that is at least as tall as service equipment. The street screen shall be made up of (i) a living screen or (iii) a combination living and primary building material screen.

(5) Design of Parking Structures.

a. The amount of street frontage devoted to a parking structure shall be minimized by placing the shortest dimension(s) of the parking structure along the street edge(s).

b. Where above ground structured parking is located at the perimeter of a building with street frontage, it shall be screened in such a way that cars on all parking levels are appropriately screened from view. Architectural screens shall be used to articulate the façade, hide parked vehicles, and shield lighting. Parking garage ramps shall not be visible from any street.
Illustrative Examples of Parking Garage Screening

c. Garage parking in a multi-story building shall be behind storefronts or residential units facing any street frontage in order to substantially inhibit and shield views of the garage from adjacent streets.

d. Ground floor façade treatment (building materials, windows, and architectural detailing) shall be continued to the second floor of a parking structure along all streets.

Images showing required façade treatment of parking garages along streets

e. When parking structures are located at street intersections, corner emphasizing elements (such as towers, pedestrian entrances, signage, glazing, etc.) shall be incorporated.

f. Parking structures and adjacent sidewalks shall be designed so pedestrians and bicyclists are clearly visible (through sight distance clearance, signage, and other warning signs) to entering and exiting automobiles.

Images showing appropriate design of Parking Structures

(h) **Landscape Standards.**

(1) **Heritage Tree Preservation.**

a. Preservation of existing trees that are twenty-four (24) inch caliper or larger is a high priority and is considered essential in both new development and redevelopment. Developers will be provided a 1.5 to one (1) credit toward the landscaping requirement for new development for preservation of such trees; i.e. keeping one (1) twenty-four (24) inch caliper tree counts towards planting thirty-six (36) inches of new trees. Post Oak and Blackjack Oak trees are considered relic trees worthy of additional protection. Developers will be provided a two (2)
to one (1) credit toward the landscaping requirement for new development for preservation of Post Oak and Blackjack Oak trees of at least six (6) inch caliper.

b. Prior to development or redevelopment of any property, the developer shall prepare and submit to the city a detailed tree survey of the property indicating the location, size, and species of all existing trees six (6) inch caliper or larger measured twelve (12) inches above grade. The developer shall also provide a site plan showing the proposed development overlaying the tree survey indicating which trees are proposed to be removed and which trees will be preserved, along with a table indicating the number of trees and caliper inches proposed to be removed and proposed to be preserved.

c. Where practical and reasonable, existing trees shall be preserved. Where it is not practical or reasonable, a tree may be removed if it is in the footprint of a new building or the driveway or parking area of the new building. Trees outside those areas shall be preserved, and if damaged during construction, or if they die within two (2) years of construction, shall be replaced in addition to the required landscaping on the site, with an equal number of caliper inches at the same location if practical or other locations within the Heritage Crossing area. If a developer attempts to preserve a tree within five (5) feet of the building, driveway or parking area, or within an easement or within five (5) feet of an easement, no credit will be given, but mitigation will not be required if the tree fails to survive.

d. An existing tree that is approved for removal shall not be removed from the property until a building permit has been issued, and development of the site is imminent as evidenced by executed construction-related contracts or other documents acceptable to the director. If a protected tree is removed contrary to the provisions of this subsection (h), the owner of the property from which the tree was removed shall make a payment into a special city account to be known as the Heritage Crossing District Tree Fund. The amount of the payment required is calculated by using the formula for appraising the value of a tree, as derived by the most recent edition of the Guide for Establishing Values of Trees and Other Plants published by the Council of Tree and Landscape Appraisers, unless another publication is designated by the Director. If more than one (1) tree is removed, the values of the trees are added when calculating the payment required. The required payment diminishes equally within each inch replaced through the following alternative approach: the owner of the property from which a tree was removed may mitigate the loss of the tree by the planting of an equal number of caliper inches of new trees with a minimum caliper of six (6) inches each at a location approved by the director within the boundaries of the Heritage Crossing District.

(2) Screening Standards.

a. Street Screen Requirements. Any frontage along Main Street, Irving Boulevard and 2nd Street (west of Britain) with surface parking at the Build-to Zone shall have a street screen that has a minimum height of three (3) feet and a maximum height of four (4) feet. Furthermore, along all streets (except alleys), service areas shall be screened in such a manner that the service area shall not be visible to a person standing on the property line on the far side of the adjoining street. Required street screens shall be of one of the following:

(i) The same building material as the principal structure on the lot; or

(ii) A vegetative screen composed of shrubs planted to be opaque at maturity; or

(iii) A combination of the two.
b. The required street screen shall be located at the minimum setback line along the corresponding frontage.

c. Street screens cannot block any required sight triangles along a cross street or driveway.

d. Street screens may include breaks to provide pedestrian access from any surface parking or service area to the public sidewalk.

Illustration showing required street screen along all frontages without a building within the BTZ

e. All roof mounted mechanical equipment (except solar panels) shall be screened from view of a person standing on the property line on the far side of the adjoining street. The screening material used shall be the same as the primary exterior building material used.

Illustration showing required screening of roof and ground mounted equipment
(i) Changes to Nonconforming Structures.

(1) The following illustrations shall provide guidance to property owners on the allowed and prohibited modifications to existing nonconforming structures and sites within the Heritage Crossing District.

a. Allowable additions. The following illustrations show potential allowable additions to nonconforming structures and sites. Additions shall meet the build-to-zone standards of the character zone they are located in.
b. *Non-allowable additions*. The following illustrations show potential non-allowable additions to nonconforming structures and sites since the additions do not comply with the build-to zone standards of the character zone.
SECTION 3. That City of Irving Ordinance No. 1144 being the 1964 Comprehensive Zoning Ordinance of the City of Irving, Texas, passed on November 5, 1964, be, and the same is amended and changed in that the use of the property described in the attached Exhibit A which is presently zoned R-6 Single Family District Use, R-3.5 Two-Family District Use, R-MF-2 Multifamily District Use, P-O Professional Office District Use, C-O Commercial Office District Use, C-N Neighborhood Commercial District Use, C-C Community Commercial District Use, ML-20 Light Industrial District Use, C-OU-2 Commercial Outdoor 2 District Use, and DDD Downtown Development District Use under Ordinance No. 1144, is changed to HCD Heritage Crossing District Use under Ordinance No. 1144 of the City of Irving.

SECTION 4. The City Planner is hereby directed to correct the Official Zoning Maps of the City of Irving, Texas, attached to Ordinance No. 1144.

SECTION 5. That in all other respects the use of the tract or tracts of land described in Exhibit A 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 6. 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 7. 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 8. Should any paragraph, sentence, clause, phrase, or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole or any part thereof, other than the part so declared to be invalid, illegal, or unconstitutional, and shall not affect the validity of the comprehensive zoning ordinance as a whole.

SECTION 9. 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 10. 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

SECTION 11. That this ordinance shall take effect immediately from and after its passage and publication as provided by law.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS, ON NOVEMBER 10, 2016.

BETH VAN DUYNE
MAYOR

ATTEST:

Shanae Jennings
City Secretary

APPROVED AS TO FORM:

Kuruvilla Oomen
City Attorney
Ordinance -- Amending the Code of Civil and Criminal Ordinances of the City of Irving, Texas, by Adding Chapter 8B, “Rental Registration;” Providing Definitions; Providing Permitting Procedures and Fees for Operating a Rental Home; Providing Violations and Penalties; Providing Severability, Repealer and Savings Clauses; and Providing an Effective Date.

Administrative Comments

1. This item has been recommended by the Code Enforcement Department. This item supports Strategic Goal No. 4.3 – Improve community appearance and protect neighborhood integrity; and Strategic Goal No. 4.1 – Safeguard public safety, security and health.

2. Impact: The adoption of this ordinance is expected to improve conditions at single family rental properties by virtue of a rental registration which would avail the city ownership contact information needed for expedited compliance.

3. The proposed ordinance creates a new rental registration program for single family, duplex and triplex residential properties and would require owners who are renting their homes for any duration of time to register and pay a $25 fee annually. The proposed ordinance exempts rental homes from the registration permit requirement if they are occupied by the owner during the period of the rental.

4. This item was requested and reviewed by members of the Planning & Development Committee.

5. During the January 15 work session, there was a full consensus to bring this item forward for action.

Recommendation

The ordinance be adopted.

ADDITIONAL COMMENTS:

Contract Required: No
Previous Action: N/A
Review Completed By: Janet Spugnardi
Council Action: N/A

CURRENT YEAR FINANCIAL IMPACT:

NONE

REVISION INFORMATION:

Prepared: 1/16/2020 11:37 AM by Donna Floyd
Last Updated: 1/21/2020 04:20 PM by Janet Spugnardi
ORDINANCE NO. (ID # 10778)

AN ORDINANCE AMENDING THE CODE OF CIVIL AND CRIMINAL ORDINANCES OF THE CITY OF IRVING, TEXAS, BY ADDING CHAPTER 8B, “RENTAL REGISTRATION;” PROVIDING DEFINITIONS; PROVIDING PERMITTING PROCEDURES AND FEES FOR OPERATING A RENTAL HOME; PROVIDING VIOLATIONS AND PENALTIES; PROVIDING SEVERABILITY, REPEALER AND SAVINGS CLAUSES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Irving, as a home-rule municipality, has the full power of local self-government pursuant to Section 51.072(a) of the Texas Local Government Code, as amended, and may enact ordinances for the good government, peace, or order of the city and to protect the health, safety and welfare of its citizens; 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 investigated and determined that there are owners of rental homes within the City of Irving that do not provide adequate information on how to contact them in the event of an emergency or when notification of the owner is required to provide notice of any violation of the Code of Civil and Criminal Ordinances of the City of Irving, Texas or the Land Development of the City of Irving, Texas occurring on the owner’s rental home property; and

WHEREAS, the City Council believes that creating a registry of single-family homes that are rented and not owner occupied is in the best interest of the public health, safety and welfare of the residents of Irving; and

WHEREAS, the City Council finds that it would be advantageous and beneficial to the citizens and residents of the City of Irving, Texas to establish minimum reporting requirements for the owners of rental homes in Irving.

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

SECTION 1. That The Code of Civil and Criminal Ordinances of the City of Irving, Texas, is hereby amended by adding a new Chapter 8B, “Rental Registration,” to read as follows:

Chapter 8B

RENTAL REGISTRATION

Sec. 8B-1. Purpose

The purpose of this chapter is for the city to protect the health, safety and welfare of residents of rental home facilities and to maintain a record of rental homes by establishing a registration requirement for owners of rental properties. Registration records will enable the city to more expeditiously identify and contact the owner and to obtain tenant information in the event of an emergency or when violations of
law have occurred on the property. Maintenance of this information will help to identify and facilitate appropriate emergency responses for residents, and will help to enable enforcement of city zoning and minimum building and property maintenance code requirements. This chapter shall not be construed to alter the terms of any lease or other agreement between an owner/landlord and a tenant or others relating to property that is subject to this chapter, provided that no provision of any lease or other agreement shall be construed to excuse non-compliance with this chapter.

Sec. 8B-2. Definitions.

The following definitions apply to this chapter:

City means the City of Irving, Texas, a home-rule municipality incorporated in and operating under the laws of the State of Texas.

Code Official means the director of the code enforcement department who shall oversee the enforcement and administration of this chapter, and includes representatives, agents, or department employees designated by the director.

Department means the code enforcement department which shall enforce and administer this chapter, and includes representatives, agents, or department employees designated by the director.

Dwelling Unit shall have the meaning as defined in Section 8-4 “Definitions” of Chapter 8 of the Code of Civil and Criminal Ordinances of the City of Irving, Texas.

Duplex shall have the meaning as defined in Section 8-4 “Definitions” of Chapter 8 of the Code of Civil and Criminal Ordinances of the City of Irving, Texas.

Occupant means a person who is occupying or residing in a rental home.

Operator means the person in control of a rental home.

Owner shall have the meaning as defined in Section 8-4 “Definitions” of Chapter 8 of the Code of Civil and Criminal Ordinances of the City of Irving, Texas.

Owner-occupied means that the property’s owner of record utilizes the dwelling as the owner’s primary residence during the period of the rental.

Permit holder means a person, including an individual, corporation, sole proprietorship, business trust, estate trust, partnership, association, or any other legal entity, who holds a registration permit to operate a rental home.

Registration Permit means a permit issued under this chapter authorizing the operation of a rental home.
Rental Home means a single-family home, duplex or triplex, rented for the purpose of living, sleeping, eating, and/or cooking for any duration of time that is not owner-occupied.

Single-family home means a dwelling designed and constructed for occupancy by one family, as defined in Section 8-4 “Definitions” of Chapter 8 of the Code of Civil and Criminal Ordinances of the City of Irving, Texas.

Triplex shall have the meaning as defined in Section 8-4 “Definitions” of Chapter 8 of the Code of Civil and Criminal Ordinances of the City of Irving, Texas.

Sec. 8B-3. Registration Permit required.

(a) A valid registration permit is required to operate a rental home in the city.

(b) A person commits an offense if the person owns or operates a rental home in the city without a valid registration permit under this chapter.

Sec. 8B-4. Registration Permit application.

(a) To legally operate a rental home, each owner or operator of a rental home must submit a rental home registration permit application to the department and pay the registration permit fee. The applicant must be the owner or operator of the rental home. If the applicant is not an authorized officer or agent of the owner or operator, the owner must submit the form.

(b) To be considered a complete application, the registration permit must contain the following information:

i. The name, mailing address, email address, telephone number, a legible copy of the driver's license or other official state or federal identification card, and the date of birth of the owner or operator applying for the registration permit. The mailing address may not be the address of the rental home.

ii. If the owner or operator is a legal entity, such as a corporation, partnership, association or nonprofit, they must also provide the position of the authorized officer or agent filing the registration permit application on behalf of the owner or operator, a copy of the documents establishing the entity and authority of the agent to act on behalf of the entity and showing that the entity is licensed to transact business in the State of Texas.

iii. The street address of the rental home.

iv. The name, mailing address, email address, and telephone number of a person(s) to contact in an emergency.

v. The maximum number of occupants that will be staying at the rental home pursuant to section 8-31 of the Code of Civil and Criminal Ordinances of the City of Irving, Texas based upon the number of bedrooms as determined by the Dallas Central Appraisal District.
vi. An indication of whether the rental home will be rented for less than 30 days or for 30 days or longer.

vii. A statement that, by filing this application, the applicant swears or affirms under penalty of perjury that, to the best of the applicant's knowledge, all information contained in the application is true and correct, that the application is complete and includes all information required to be disclosed under this section, and that the applicant will comply with all applicable laws and ordinances of the City of Irving, Texas in operating the rental home, including that the rental home will not exceed the maximum number of occupants allowed and will not allow occupancy of any dwelling unit by more than one family.

viii. Such additional information as the applicant desires to include or that the Code Official deems necessary to aid in the determination of whether the requested permit should be granted.

(c) A new registration permit application shall be submitted to the Code Official within 10 days of any change in ownership of the rental home.

Sec. 8B-5. Registration Permit fee.

The non-refundable annual fee for a registration permit to operate a rental home is twenty-five dollars ($25.00) per rental home.

Sec. 8B-6. Issuance or denial of registration permit.

(a) Upon payment of the fee and the submission of a complete application, if the Code Official has determined that the applicant has complied with all requirements of this chapter and has not made a false statement as to a material matter in the application or permit, the Code Official shall issue a registration permit to operate a rental home to the applicant.

(b) If the Code Official determines that the requirements of subsection 8B-6(a) have not been met and/or that the use of the property as a rental home will violate any provision of the ordinances of the City of Irving, Texas, the Code Official shall deny the registration permit and notify the applicant in writing that the registration permit application is denied and the reason for denial.

Sec. 8B-7. Annual Registration Permit Renewal and Non-Transferability.

(a) The annual registration permit of a rental home shall be valid for one year beginning on October 1, or the date of issuance, whichever is later, and shall expire the following September 30.

(b) A registration permit holder must apply for renewal at least thirty (30) days before the expiration of the annual registration permit on a form provided by the code official. The registration permit holder must update the information contained in the original registration permit application required under this chapter if any of the information has changed. The
registration permit holder shall sign a statement affirming that there is either no change in the information contained on the prior registration permit application or that any information that has been updated is accurate and complete and pay the annual fee.

(c) A registration permit to operate a rental home is not transferable to another owner, operator, or location.

Sec. 8B-8. Violations; penalty.

(a) A permit holder, operator, owner or other person who violates any provision of this chapter commits an offense.

(b) An offense under this chapter is punishable by a fine not to exceed five hundred dollars ($500.00).

(c) A separate offense occurs each day or part of a day that the violation is committed, continued, or permitted.

(d) The city council may authorize the city attorney to petition the appropriate court for civil penalties and/or for injunctive relief available under state law for a violation of the requirements under this chapter or other applicable law.

(e) The remedies and procedures in this section and in other laws are cumulative, and the use of any particular remedy or procedure does not prevent the enforcement of any other law.

SECTION 2. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, and phrases of this ordinance are severable, and if any phrase, clause, sentence, paragraph, or section of this ordinance shall be declared unconstitutional or otherwise invalid by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of this ordinance, since the same would have been enacted by the City Council without the incorporation in the ordinance of any such unconstitutional or invalid phrase, clause, sentence, paragraph, or section.

SECTION 3. All provisions of any city ordinance that conflicts with this Ordinance are hereby repealed to the extent they are in conflict; however, all other provisions of said ordinances not in conflict herewith shall remain in full force and effect. Nothing in this ordinance shall be constructed 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 of the City of Irving be lost, impaired, or affected by this Ordinance.

SECTION 4. That this ordinance shall become effective on October 1, 2020.

RICHARD H. STOPFER
MAYOR

ATTEST:

_______________________________
Shanae Jennings
City Secretary

APPROVED AS TO FORM:

_______________________________
Kuruvilla Oommen
City Attorney
AGENDA ITEM SUMMARY

Meeting: 1/30/2020
 Recommending Department: Planning

Ordinance -- Zoning Case #ZC19-0076 - Considering a Zoning Change from HCD-TMU (Heritage Crossing District - Transit Mixed Use Subdistrict) to S-P-2 (Generalized Site Plan) District for HCD-TMU (Heritage Crossing District - Transit Mixed Used Subdistrict) Uses - Approximately 1.03 Acres Located at 303 and 305 Ada Street - Jesse Lowe, Applicant/Owner (Postponed from December 12, 2019)

Administrative Comments

1. The Planning and Zoning Commission Hearing Date and Recommendation: December 2, 2019 – Favorable for a six-foot open wrought iron fence in the front setback, 9-0. January 20, 2020 – Postpone to February 3, 2020, 8-0 (Commissioner Patel, absent).

2. The 2017 Imagine Irving Comprehensive Plan recommends Urban District uses for the subject property, which is for the highest intensity areas of Irving containing a variety of uses in multi-story buildings. This classification includes pedestrian-design streets and buildings, high quality design and materials, and reduced parking requirements. While the existing single family use is not a preferred new use in the Urban District area where more intensive uses are desired, this application was submitted to request exceptions to standards for a single family home existing before the HCD zoning was established the request is not for a change in land use. The single family use is a legal non-conforming use in the HCD/TMU district.

3. The applicant is proposing the following uses and exceptions within his property:
   a. Single family as an allowed use in the Heritage Crossing Form Based Code District;
   b. A six (6) foot tall wrought-iron fence in the front setback of 303 Ada, along the property line per the site plan;
   c. An eight (8) foot tall metal R-panel fence along the side and rear property lines of both properties and in the front yard of 305 Ada; and
   d. A detached garage in the front setback of 305 Ada.

4. For clarity, staff is providing an evaluation of each proposed exception as follows:
   a. The HCD-TMU (Heritage Crossing District – Transit Mixed Use Subdistrict) does not allow single family residential uses by right. All properties on Ada Street, however, are single family uses. Staff believes it is appropriate to continue to allow single family uses on properties along Ada Street.
   b. The applicant is proposing a wrought iron fence along the front property line of 303 and 305 Ada Street and within the front setback (in front of the house) for 303 Ada. No other homes along Ada Street have a fence over 4 feet tall in the front setback, let alone along the property line. A six-foot tall fence is out of character with the rest of the neighborhood; therefore, staff cannot
support this portion of the request.

c. The applicant is requesting approval to build a solid metal fence along the south and west property lines using “R-panel” metal. The Fence Ordinance states that only materials designed to be used as fencing can be used for fence construction. “R-panel” is described by various manufacturers as a roof and exterior wall material, not as a fencing material.

d. The applicant is proposing a detached garage within the 25-foot front setback on 305 Ada Street. Other areas of the property have room for a detached garage that is not encroaching into any easements and is not within the front setback. Since there are other viable options for placement of the garage on the lot, staff cannot support this request.

5. All accessory structures need to meet zoning requirements and Building and Fire Codes.

6. The properties are at the end of the street. The pavement on the street and the right of way was not designed to accommodate a cul-de-sac for turnaround as is now typical in street design. Traffic and Fire staff have approved the site plan since it is the existing condition.

7. The applicant made further adjustments to the site plan after notification and has not provided sufficient detail on the site plan to allow for an adequate review or to determine needed exception requests, therefore staff is requesting another postponement.

8. The applicant requested a predevelopment conference to consider another option for this property, necessitating further discussion on the intentions for the property.

9. A total of 22 public notices were mailed. Staff has received three (3) responses in support and none in opposition to this request.

10. On December 4, 2019, the applicant requested this item be postponed to the January 20, 2020 hearing. Subsequent to the Planning and Zoning Commission hearing, the applicant elected to modify the zoning request. On January 20, 2020, the Planning and Zoning Commission postponed the hearing for the revised request pending submittal of the revised site plan from the applicant.

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

**Recommendation**
Postpone to February 13, 2020.

**ADDITIONAL COMMENTS:**

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<th>Contract Required:</th>
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<td>Council Action:</td>
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**ATTACHMENTS:**

- Exhibit A: Legal Description (PDF)
- Vicinity Map (PDF)
• Surrounding Zoning Map (PDF)
• Property Owner Notification Map and List (PDF)
• Site Plan (PDF)
• Public Comment Forms in Support (PDF)
• Request for Postponement to January 30, 2020 (PDF)

CURRENT YEAR FINANCIAL IMPACT:

NONE

REVISION INFORMATION:

Prepared: 11/21/2019 01:09 PM by Christina Del Campo
Last Updated: 1/23/2020 04:44 PM by Steven Reed
ZONING CASE NO. ZC19-0076
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 LEWIS HANCOCK ADDITION AND THE IRVING PARK ADDITION, AND LOCATED AT 303 AND 305 ADA STREET, MORE FULLY AND COMPLETELY DESCRIBED IN EXHIBIT A ATTACHED HERETO; ORDERING A CHANGE IN THE USE OF SAID PROPERTY FROM HCD-TMU HERITAGE CROSSING DISTRICT-TRANSIT MIXED USE SUBDISTRICT USE UNDER ORDINANCE NO. 1144, AS AMENDED TO S-P-2 SITE PLAN DISTRICT USE FOR HCD-TMU 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 HCD-TMU 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-TMU Heritage Crossing District – Transit Mixed Use Subdistrict Use under Ordinance No. 1144,
is changed to S-P-2 Site Plan District Use for HCD-TMU 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.

_______________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

_______________________________
Shanae Jennings
City Secretary

APPROVED AS TO FORM:

_______________________________
Kuruvilla Oommen
City Attorney
Exhibit A: Legal Description of Area of Request (Attach additional sheet if needed)

Lot A, Block 4, Lewis Hancock Addition;
and Tract 3, Block 5, Irving Park Addition

I certify that to the best of my knowledge, this is an accurate description of the property for which this application has been submitted. I understand that I am fully responsible for the legal description provided above.

Signature of Agent/Contact

Date

---

Checklist

Submittal Documents (required)

☐ Application (including signature of current owner)
☐ Application fee
☐ Site Plan (If necessary) - (Two (2) 9 x 12 copies
   and/or Flash Drive)
☐ Legal Description of Property

Additional Submittal Documents (R-AB) -REQUIRED, per Section 52-32a of
Ordinance #1144

☐ Interior Design Plan—including general location of all waiting areas, restaurant seating areas reflecting the ap-
proximate number of seats, kitchen, alcoholic beverage storage and serving areas. (Two copies)
☐ Detailed Site Plan—Shall reflect the specifically delineated areas to be zoned for restaurant S-P-1 for R-AB and
all areas necessary to provide adequate and necessary ingress/egress and parking. Only within the area specifi-
cally delineated (R-AB) may deliver mixed beverages, including wine and beer, to individual rooms of the hotel
pursuant to Section 28.01(b) of the Alcoholic Beverage Code of the State of Texas. (Two copies)
☐ Narrative Description
☐ An Artist's rendering, photographs, elevation drawing or sketches, or other illustrations for the pro-
posed restaurant.
☐ Legal Description of the property for which the zoning change is requested which shall include the distance and
bearing of the point of beginning from the nearest intersection of the streets and roads. If the zoning requested
is for a particular suite, then metes and bounds for such suite is required.
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<td>PENA IVONE</td>
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<td>UNION PACIFIC RR CO</td>
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<td>IRVING ISD &amp; JIM SCRIVNER</td>
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</tbody>
</table>

City of Irving

Property Owner Notification List

Zoning Case

No. ZC19-0076

Page 1 of 1
1) All uses permitted by Section 52-32(f) will be allowed, and all other requirements of Section 52-32(f), HCE Heritage Crossing District-Transit Mixed-Use Zone, of Ordinance #144 and any other applicable requirements of Ordinance #144 will be complied with, except:

a. A six-foot open wrought iron fence will be allowed in the required 25-foot front setback of each lot, on the property line

b. All fences, signs, lighting, luminaries and exterior auditory speakers will comply with City of Irving ordinances.

c. All surface material to meet the minimum standards of the City of Irving.


d. SIX FOOT WROUGHT IRON FENCE ON PROPERTY LINE

25' front setback

SIX FOOT WROUGHT IRON FENCE ON PROPERTY LINE

GATE

SIX FOOT WROUGHT IRON FENCE ON PROPERTY LINE

SIX FOOT WROUGHT IRON FENCE ON PROPERTY LINE

GATE

Proposed Culvert Drainage Pipe

City Set Back for Sewer Line

City Set Back for Water Line

305 ADA ST.

303 ADA ST.

#ZC19-0076
Prepared & Owner
Jesse Luce
305 & 303 Ada St.
Irving, TX
Date: 9/25/19

GATE

22.0

Attachment: Site Plan (ORD-2019-10294 : 56 - ZC-19-0076)
Return to:
Planning and Community Development Department
PO Box 152288
Irving, Texas 75015-2288

X I am FOR the requested zoning as explained on the attached public notice for Zoning Case #ZC19-0076.

__ I am AGAINST the requested zoning as explained on the attached public notice for Zoning Case #ZC19-0076.

Date, Location & Time of:
PLANNING & ZONING COMMISSION MEETING:
Monday, December 2, 2019, 7 p.m.
City Hall, 825 W. Irving Blvd., Irving, Texas

CITY COUNCIL MEETING:
Thursday, December 12, 2019, 7 p.m.
City Hall, 825 W. Irving Blvd., Irving, Texas

Name: FELINA MCETEERS
(please print)

Address: 310 ADA ST.
IRVING TX 75061

Tax Account (DCAD) Number (if shown on enclosed map):

Signature: [Signature]

Date: 12019

Phone (optional):

Please provide comments explaining the reasons for your support or opposition:

[Comments]

sd
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 #ZC19-0076.

I am AGAINST the requested zoning as explained on the attached public notice for Zoning Case #ZC19-0076.

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PLANNING & ZONING COMMISSION MEETING: Monday, December 2, 2019, 7 p.m.
City Hall, 825 W. Irving Blvd., Irving, Texas
CITY COUNCIL MEETING: Thursday, December 12, 2019, 7 p.m.
City Hall, 825 W. Irving Blvd., Irving, Texas

Name: JOHN MCPETERS
Address: 307 ADA S, Irving, TX 75061

Tax Account (DCAD) Number (if shown on enclosed map):

Signature: __________________________
Date: 11-21-19
Phone (optional): 214-772-8319

Please provide comments explaining the reasons for your support or opposition:
ITS OK WITH ME

John MCPETERS

SD
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

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CITY COUNCIL MEETING:
Thursday, December 12, 2019, 7 p.m.
City Hall, 825 W. Irving Blvd., Irving, Texas

Name: Foliya Caur (please print)
Address: 300 Ada St.

Tax Account (DCAD) Number (if shown on enclosed map):

Signature: [signature]
Date: 11/21/19
Phone (optional): 469-767-0041

Please provide comments explaining the reasons for your support or opposition:

_________________________________________________________________________

_________________________________________________________________________

_________________________________________________________________________

_________________________________________________________________________

_________________________________________________________________________

SD
USE CAUTION when clicking links & opening attachments!

Please postpone case 0076 for the pz meeting and counsel until January 20th and 30th. Thank you.

Administrative Comments

1. The Planning and Zoning Commission Hearing Date and Recommendation: Favorable 8-1 (Commissioner Cronenwett, nay; Commissioner Patel, absent).

2. The applicant is seeking approval of a Community Framework Plan, Comprehensive Plan Future Land Use Amendment, a zoning change and a Multifamily Concept Plan in order to develop a two building, 236-unit urban form multifamily complex on 5.3 acres (approx. 45 units/acre).

3. The 2017 Imagine Irving Comprehensive Plan Future Land Use Map recommends Neighborhood Commercial uses for this property. This land use category is described as mixed-use commercial areas along major corridors. The requested zoning is not conformance with the Comprehensive Plan.

4. The Comprehensive Plan stipulates that, if an area that is designated and/ or developed as non-residential desires to transition to a residential use, the City of Irving should require the following:
   a. The area is physically appropriate (i.e., size, shape, etc.) for residential use.
   b. The area is adjacent to a residential neighborhood shown on the generalized Future Land Use Map and is not separated from the neighborhood by a major thoroughfare (or larger), or the residential use is a part of a mixed-use development.
   c. The rezoning will not result in a shortage of land designated for non-residential development.
   d. The rezoning does not leave a residual tract of non-residentially zoned property that does not conform to the generalized Future Land Use Map, or that negatively affects the proposed residential use.
   e. The rezoning provides for an appropriate transition between residential and non-residential uses through separation by distance, screening, or land use (i.e., creek, four-lane roadway, etc.), if integration of residential and non-residential land uses into a mixed-use environment is not achievable.
Staff believes the proposed Comprehensive Plan Amendment meets these criteria.

5. Although the Land Use + Urban Design section of the 2017 Imagine Irving Comprehensive Plan recommends limiting new multi-family construction to mixed-use developments, Strategy 1.5.8 under Goal 1 of this section does allow for approving new development that is consistent with and enhances existing development.

6. Since the tract under consideration is located adjacent to existing multi-family uses in an infill setting, this will serve to meet the above strategy 1.5.8 of Goal 1 of the Comprehensive Plan. If viable connections are made with the existing retail immediately to the east, the argument can be made that it would then be part of a horizontal mixed use development which would then be in conformance with goal 1.

7. The applicant is seeking the following exceptions to numerous required zoning and multifamily development standards. These standards were established to create a suburban, mid-density product. The applicant is requesting to build an urban, high density product which, with the configuration of the lot, necessitates the number of exceptions.

<table>
<thead>
<tr>
<th>Code</th>
<th>Requirement</th>
<th>Request</th>
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<tbody>
<tr>
<td>52-16b (d)</td>
<td>Maximum density: 18 units/acre</td>
<td>45 units/acre</td>
</tr>
<tr>
<td>52-59 (b) 4 c 1</td>
<td>Parking Required: 1 space per efficiency, 1.5 spaces per one bedroom, 1.8 spaces per two bedroom <strong>(329 required)</strong></td>
<td>1 space/bedroom, plus 1 space/250 sq. ft. of common areas, offices and recreation. <strong>(291 required, 295 provided)</strong></td>
</tr>
<tr>
<td></td>
<td>(Note: public transportation (bus stop) is within 50 feet of the front of the property. Development is not adjacent to any single family property).</td>
<td></td>
</tr>
<tr>
<td>52-59 (b) 4 c 2</td>
<td>No parking allowed in the front yard</td>
<td>Parking allowed in front yard</td>
</tr>
<tr>
<td>52-59 (b) 4 c 3 and 52-59 (c) 4 d 4</td>
<td>Maximum of 10 parking spaces between landscaped islands having a minimum width of 8'</td>
<td>Max. of 13 parking spaces between landscaped islands; islands can be less than 8'</td>
</tr>
<tr>
<td>52-59 (b) 4 c 3</td>
<td>Parking shall not be constructed more than one parking bay in width unless a min. 8-foot wide strip of landscaping is provided between bays</td>
<td>No landscape strip required between parking bays</td>
</tr>
<tr>
<td>52-59 (b) 4 e 1</td>
<td>Buildings shall not exceed 200 feet in length</td>
<td>Buildings shall not exceed 400 feet in length</td>
</tr>
<tr>
<td>52-59 (b) 4 e 2</td>
<td>3 stories maximum building height</td>
<td>4 stories maximum height</td>
</tr>
<tr>
<td>52-59 (b) 4 e 3,4</td>
<td>Minimum building setbacks from street right-of-way, side and rear yard</td>
<td>Minimum building setbacks per site plan</td>
</tr>
<tr>
<td>52-59 (b) 4 e 5</td>
<td>Minimum separation between buildings</td>
<td>Minimum building separations per site plan</td>
</tr>
<tr>
<td>52-59 (b) 4 f 2</td>
<td>Maximum 10% of total units can be efficiency units</td>
<td>Efficiency units shall not total more than 35% of total units</td>
</tr>
<tr>
<td>52-59 (b) 4 g 1</td>
<td>A min. of 30% of the gross area of the site must be provided as open space</td>
<td>A min. of 20% of the gross area of the site must be provided as open space</td>
</tr>
<tr>
<td>52-59 (b) 4 g 2</td>
<td>Minimum useable open space: 25% of</td>
<td>Minimum useable open space: 3% of</td>
</tr>
</tbody>
</table>
8. A total of 20 public notices were mailed. Staff has received 26 letters in support of this request. Staff has not received any responses in opposition.

9. Staff believes that the proposed multifamily development is a good infill use between the commercial property to the east and the lower density multifamily development to the west. The exceptions requested from the multifamily design standards are typical of a modern urban product. Therefore, staff can support this request.

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

**Recommendation**

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

**ADDITIONAL COMMENTS:**

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<th>Review Completed By: N/A</th>
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<td>Council Action: N/A</td>
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ATTACHMENTS:

- Exhibit A: Legal Description (PDF)
- Vicinity Map (PDF)
- Surrounding Zoning Map (PDF)
- Property Owner Notification Map and List (PDF)
- Future Land Use Map (PDF)
- Site Plan (PDF)
- Multifamily Concept Plan (PDF)
- Community Framework Plan (PDF)
- Front Street Section (PDF)
- Proposed Development Letter from Applicant (PDF)
- Comprehensive Plan Amendment Questionnaire (PDF)
- Letters in Support (PDF)

CURRENT YEAR FINANCIAL IMPACT:

NONE

REVISION INFORMATION:

Prepared: 1/14/2020 03:18 PM by Christina Del Campo
Last Updated: 1/24/2020 08:58 AM by Cecilia Castillo
ORDINANCE NO. (ID # 10768)

ZONING CASE NO. ZC19-0085
ZONING CLASSIFICATION – S-P-2
AMENDING THE COMPREHENSIVE PLAN
MULTIFAMILY CONCEPT PLAN MF20-0001

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 CROSSROADS CENTER ADDITION, AND LOCATED AT 9905 WEST VALLEY RANCH PARKWAY, 10001 NORTH MACARTHUR BOULEVARD AND 10049 NORTH MACARTHUR BOULEVARD, 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-N USES UNDER ORDINANCE NO. 1144, AS AMENDED TO S-P-2 SITE PLAN DISTRICT FOR R-MF-2 USES WITH A MULTIFAMILY CONCEPT PLAN MF20-0001 UNDER ORDINANCE NO. 1144 AND ACCORDING TO THE SITE PLAN ATTACHED HERETO AND MADE A PART HEREOF; PROVIDING FOR SPECIAL CONDITIONS AND REGULATIONS RELATIVE TO LAND USE; CORRECTING THE OFFICIAL ZONING MAP ATTACHED TO ORDINANCE NO. 1144; PRESERVING ALL OTHER PORTIONS OF THE ZONING ORDINANCE; DETERMINING THAT THE CHANGE IS IN ACCORDANCE WITH SUCH COMPREHENSIVE PLAN, AS AMENDED, FOR THE PURPOSE OF PROMOTING THE PUBLIC INTEREST, MORALS AND GENERAL WELFARE; PROVIDING THAT THIS ORDINANCE DOES NOT REPEAL OTHER PROVISIONS OF THE ZONING ORDINANCE EXCEPT IN CASES OF DIRECT CONFLICT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING A PENALTY.

WHEREAS, applications were made to amend the 1964 Official Zoning Map, City of Irving, Texas, attached to the 1964 Comprehensive Zoning Ordinance of the City of Irving, Texas, passed on November 5, 1964, by making applications for same with the Planning and Zoning Commission of the City of Irving, Texas, as required by State Statutes and the Zoning Ordinance of the City of Irving, Texas, and all the legal requirements, conditions and prerequisites having been complied with, the cases having come before the City Council of the City of Irving, Texas, after all legal notices, requirements, conditions and prerequisites having been complied with; and

WHEREAS, the City Council of the City of Irving, Texas, at a public hearing called at a regular session of the City Council did consider the following factors in making a determination as to whether these requested changes should be granted or denied; safety of the motoring public and the pedestrians using the facilities in the area immediately surrounding the sites; safety from fire hazards and measures for fire control; protection of adjacent property from flood or water damages; noise producing elements and glare of the vehicular and stationary lights and effect of such lights on established character of the neighborhood; location, lighting and types of signs and relation of signs to traffic control and adjacent property; street size and adequacy of width for traffic reasonably expected to be generated by the proposed use around the site and in the immediate neighborhood; adequacy of parking as determined by requirements of this ordinance for off-street parking facilities; location of ingress and egress points for parking and off-street loading spaces; protection of public health by surfacing on all parking areas to control dust; the effect on the promotion of health and the general welfare; effect on light and air; the
effect on the overcrowding of the land; the effect on the concentration of population; the effect on the transportation, water, sewers, schools, drainage and surface water, parks and other public facilities; and

WHEREAS, the City Council of the City of Irving, Texas, further considered among other things the character of the district and its peculiar suitability for particular uses and with a view to conserve the value of buildings and encourage the most appropriate use of land throughout the City; and

WHEREAS, the City Council of the City of Irving, Texas, does find that there is a public necessity for the zoning change, that the public demands it, that the public interest clearly requires the amendment, that the zoning change does not unreasonably invade the rights of those who bought or improved property with reference to the classification which existed at the time their original investment was made; and

WHEREAS, the City Council of the City of Irving, Texas, does find that the change in zoning helps lessen the congestion in the streets; helps secure safety from fire, panics, floods, and other dangers; promotes health and the general welfare; provides adequate light and air; prevents the overcrowding of land; avoids undue concentration of population; facilitates the adequate provisions of transportation, water, sewers, schools, drainage and surface water, parks and other public requirements; and

WHEREAS, the City Council of the City of Irving, Texas, does find that there is a need for this change in zoning and that there has been a change in conditions in the property adjacent to and in the surrounding area of the subject tract, therefore allowing and requiring this zoning change; and

WHEREAS, the City Council of the City of Irving, Texas, does find that this change in zoning under a site plan district for R-MF-2 uses with a site plan attached and with Multifamily Concept Plan MF20-0001 will further lessen the congestion in the streets; help secure safety from fire, panics, floods, and other dangers; promote health and general welfare; provide adequate light and air; prevent the overcrowding of land; avoid undue concentration of population; facilitate the adequate provisions of transportation, water, sewers, schools, drainage and surface water, parks and other public requirements;

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

SECTION 1. That Ordinance No. 2016-9869, adopting the Comprehensive Plan City of Irving, Texas, hereby is amended by changing the designation of the property described in the attached Exhibit A on the Future Land Use Map of the Comprehensive Plan from the Neighborhood Commercial category to the Mid-Density Residential 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 S-P-2 Site Plan District Use for C-N uses under Ordinance No. 1144, is changed to S-P-2 Site Plan District Use for R-MF-2 uses with a Multifamily Concept Plan MF20-0001 under Ordinance No. 1144 of the City of Irving, subject to all the requirements of Ordinance No. 1144 and subject to all the requirements and conditions of Section 1-A of this ordinance.

SECTION 2-A. That the district use on the property described in Section 1 is hereby approved and granted upon the following express conditions:
That development and use shall be in conformance with the site plan attached hereto and made a part hereof for all purposes.

A true copy of the site plan and multifamily concept plan attached hereto shall be retained by the Department of Planning and Community Development of the City of Irving.

That all means of ingress and egress shall be approved by the Department of Public Works of the City of Irving.

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.

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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.

____________________
RICHARD H. STOPFER
MAYOR

ATTEST:

_______________________________
Shanae Jennings
City Secretary

APPROVED AS TO FORM:

_______________________________
Kuruvilla Oommen
City Attorney
ZONING CASE #ZC19-0085

EXHIBIT A: LEGAL DESCRIPTION

BEING all of Lots 3, 4, 5 and 6, Block A, Crossroads Center Addition
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<tr>
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<td>PARCEL 16</td>
<td>S2 HYDE PARK LLC</td>
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© 2020 ENVIKTUS, PLLC

14160 N. DALLAS PKWY, SUITE 750
DALLAS, TEXAS 75254
PHONE: 214-393-4116
TEXAS REGISTERED ENGINEERING FIRM F-18175

Prepared for Concept Plan Submittal

FOR REVIEW ONLY
Not for construction or permit purposes.

1. ALL SURFACE MATERIAL TO MEET THE MINIMUM STANDARDS OF THE CITY OF IRVING.

2. ALL FENCES, SIGNS, LIGHTING, LUMINARIES AND EXTERIOR AUDITORY SPEAKERS WILL COMPLY WITH CITY OF IRVING ORDINANCES.

3. ALL NEW UTILITIES WILL BE INSTALLED UNDERGROUND.

4. ALL COMMERCIAL DUMPSTERS SHALL BE CONSTRUCTED, PLACED, SCREENED AND MAINTAINED IN ACCORDANCE WITH CHAPTER 33 OF THE CODE OF ORDINANCES.

LEGAL DESCRIPTION

BEING a tract of land situated in the Nancy Cousy Survey, Abstract No. 319, City of Irving, Dallas County, Texas, and being all of Lots 3 and 4, Block A (TRACT 1) and Lots 5 and 6, Block A (TRACT 2), Crossroads Center, an addition to the City of Irving according to the plat recorded in Volume 95245, Page 4519 of the Deed Records of Dallas County, Texas.
INTRODUCTION

Criterion Property Company, L.P. is pleased to present The MacArthur at Valley Ranch, a proposed +/-236 unit urban multifamily development centrally located in the Valley Ranch Master Planned Community in Irving, Texas. Fronting on Valley Ranch Pkwy, the site offers convenient access to North MacArthur Blvd as well as pedestrian-friendly access to nearby retail shops and restaurants. The project will be developed in one phase. The site has been vacant for at least 20 years. A parking lot was built on half the property in 2012 for an old call center business across the street that is no longer in use and the parking lot is now locked and chained. The site has sat vacant for the last two decades due to challenges. Some of those challenges include: +/-40’ of topography across the site, several existing water, sewer, storm, and telecommunication utilities within the property boundary, and more than 25% of the property is an existing easement(s).
**DESIGN**

The proposed contemporary urban design will be well positioned in a submarket experiencing product obsolescence. Criterion’s proposed design will include 4-stories with elevators and surface parking. Average unit size equals approximately 772 sf and is comprised of roughly 85% one-bedroom and 15% two-bedroom unit types primarily catering to professionals. Community amenities will include a full-service community and fitness center, with resort style amenitized courtyard and pool area. Unit amenities will feature 9’ ceilings, washer/dryers, fully applianced stainless steel kitchens, distinctive flooring, quartz counter tops, and contemporary cabinet finishes and lighting package.
Change From: SP-2 Commercial Uses

Change To: Mid-Density Residential

A. The area is physically appropriate for residential use: Yes, 5.2898 Acres. existing residential multi-family is to the North and to the West. The area to the East is neighborhood commercial. Across Valley Ranch to the South is commercial and multi-family.

B. The area is adjacent to a residential neighborhood shown on the generalized Future Land Use Map and is not separated from the neighborhood by a major thoroughfare, or the residential use is a part of a mixed-use development: Yes, existing residential multi-family is to the North and to the West.

C. The rezoning will not result in a shortage of land designated for non-residential development. The rezoning will not result in a shortage of land designated for non-residential development.

D. The rezoning does not leave a residual tract of non-residentially zoned property that does not conform to the generalized Future Land Use Map, or that negatively affects the proposed residential use. The rezoning does not leave a residual tract of non-residentially zoned property that does not conform to the generalized FLUM.

E. The rezoning provides for an appropriate transition between residential and non-residential uses through separation by distance, screening, or land use, if integration of residential and non-residential land uses into a mixed-use environment is not achievable. The rezoning provides an appropriate transition between residential and non-residential uses through commercial uses, then to mid-density residential, to MF-18 residential.
City of Irving, Texas
Planning & Zoning Department

Re: ZC19-0085

Planning and Zoning,

I have spoken with the applicant concerning the rezoning at 9905 W. Valley Ranch Pkwy, ZC19-0085, and support this zoning case. We are excited to see the renewed activity and interest in development in our neighborhood and look forward to enjoying other businesses as this area continues to grow and thrive.

Sincerely,

[Signature]

Cadence Academy
9930 Valley Ranch Pkwy.
Irving, TX 75063
City of Irving, Texas  
Planning & Zoning Department 

Re: ZC19-0985 

Planning and Zoning,

I have spoken with the applicant concerning the rezoning at 9905 W. Valley Ranch Pkwy, ZC19-0085, and support this zoning case. We are excited to see the renewed activity and interest in development in our neighborhood and look forward to enjoying other businesses as this area continues to grow and thrive.

Sincerely,

[Signature]

[Address]

Irving, TX 75063  

[Address]

[Signature]
City of Irving, Texas  
Planning & Zoning Department  

Re: ZC19-0085

Planning and Zoning,

I have spoken with the applicant concerning the rezoning at 9905 W. Valley Ranch Pkwy, ZC19-0085, and support this zoning case. We are excited to see the renewed activity and interest in development in our neighborhood and look forward to enjoying other businesses as this area continues to grow and thrive.

Sincerely,

[Signature]

Walgreens  
10001 N. MacArthur Blvd.  
Irving, TX 75063
City of Irving, Texas
Planning & Zoning Department

Re: ZC19-0085

Planning and Zoning,

I have spoken with the applicant concerning the rezoning at 9905 W. Valley Ranch Pkwy, ZC19-0085, and support this zoning case. We are excited to see the renewed activity and interest in development in our neighborhood and look forward to enjoying other businesses as this area continues to grow and thrive.

Sincerely,

[Signature]

DANNY Franco
New York Pizza Pasta
10009 N. MacArthur Blvd
Ste:
Irving, TX 75063

ARBEN MUSLIJA
469-233-1255
City of Irving, Texas
Planning & Zoning Department

Re: ZC19-0085

Planning and Zoning,

I have spoken with the applicant concerning the rezoning at 9905 W. Valley Ranch Pkwy, ZC19-0085, and support this zoning case. We are excited to see the renewed activity and interest in development in our neighborhood and look forward to enjoying other businesses as this area continues to grow and thrive.

Sincerely,

[Signature]
LA Burger
10045 N. MacArthur Blvd
Ste:
Irving, TX 75063
City of Irving, Texas
Planning & Zoning Department

Re: ZC19-0085

Planning and Zoning,

I have spoken with the applicant concerning the rezoning at 9905 W. Valley Ranch Pkwy, ZC19-0085, and support this zoning case. We are excited to see the renewed activity and interest in development in our neighborhood and look forward to enjoying other businesses as this area continues to grow and thrive.

Sincerely,

Kebabs To Go
10025 N. MacArthur Blvd.
Suite 100
Irving, TX 75063
City of Irving, Texas
Planning & Zoning Department

Re: ZC19-0085

Planning and Zoning,

I have spoken with the applicant concerning the rezoning at 9905 W. Valley Ranch Pkwy, ZC19-0085, and support this zoning case. We are excited to see the renewed activity and interest in development in our neighborhood and look forward to enjoying other businesses as this area continues to grow and thrive.

Sincerely,

[Signature]
7-Eleven
10025 N. MacArthur Blvd.
Irving, TX 75063
City of Irving, Texas
Planning & Zoning Department

Re: ZC19-0085

Planning and Zoning,

I have spoken with the applicant concerning the rezoning at 9905 W. Valley Ranch Pkwy, ZC19-0085, and support this zoning case. We are excited to see the renewed activity and interest in development in our neighborhood and look forward to enjoying other businesses as this area continues to grow and thrive.

Sincerely,

Allure Nails
10045 N. MacArthur Blvd
Ste:
Irving, TX 75063
City of Irving, Texas
Planning & Zoning Department

Re: ZC19-0085

Planning and Zoning,

I have spoken with the applicant concerning the rezoning at 9905 W. Valley Ranch Pkwy, ZC19-0085, and support this zoning case. We are excited to see the renewed activity and interest in development in our neighborhood and look forward to enjoying other businesses as this area continues to grow and thrive.

Sincerely,

[Signature]

Irving, TX 75063

VILUJA THOMAS, DDS.  
9947 N. MACARTHUR  
SUITE 125  
IRVING, TEXAS 75063
City of Irving, Texas
Planning & Zoning Department

Re: ZC19-0085

Planning and Zoning,

I have spoken with the applicant concerning the rezoning at 9905 W. Valley Ranch Pkwy, ZC19-0085, and support this zoning case. We are excited to see the renewed activity and interest in development in our neighborhood and look forward to enjoying other businesses as this area continues to grow and thrive.

Sincerely,

[Signature]
Valley Ranch Automotive
9975 N. MacArthur Blvd.
Irving, TX 75063
City of Irving, Texas
Planning & Zoning Department

Re: ZC19-0085

Planning and Zoning,

I have spoken with the applicant concerning the rezoning at 9905 W. Valley Ranch Pkwy, ZC19-0085, and support this zoning case. We are excited to see the renewed activity and interest in development in our neighborhood and look forward to enjoying other businesses as this area continues to grow and thrive.

Sincerely,

Lupe Quiz

9947 N. MacArthur Blvd, Suite 150

Open Healthcare

Irving, TX 75063
City of Irving, Texas
Planning & Zoning Department

Re: ZC19-0085

Planning and Zoning,

I have spoken with the applicant concerning the rezoning at 9905 W. Valley Ranch Pkwy, ZC19-0085, and support this zoning case. We are excited to see the renewed activity and interest in development in our neighborhood and look forward to enjoying other businesses as this area continues to grow and thrive.

Sincerely,

[Signature]

Tuscan Dry Cleaners
9965 N MacArthur Blvd.
Ste 100
Irving, TX 75063
City of Irving, Texas
Planning & Zoning Department

Re: ZC19-0085

Planning and Zoning,

I have spoken with the applicant concerning the rezoning at 9905 W. Valley Ranch Pkwy, ZC19-0085, and support this zoning case. We are excited to see the renewed activity and interest in development in our neighborhood and look forward to enjoying other businesses as this area continues to grow and thrive.

Sincerely,

Abu T. Hasan

__________________________
Shell Station
9975 N. MacArthur Blvd.
Irving, TX 75063

214 986 4715
City of Irving, Texas
Planning & Zoning Department

Re: ZC19-0085

Planning and Zoning,

I have spoken with the applicant concerning the rezoning at 9905 W. Valley Ranch Pkwy, ZC19-0085, and support this zoning case. We are excited to see the renewed activity and interest in development in our neighborhood and look forward to enjoying other businesses as this area continues to grow and thrive.

Sincerely,

[Signature]

Mayra Alejandrina
San Diego/Tacos
10000 N. MacArthur Blvd
Irving, TX 75063
City of Irving, Texas
Planning & Zoning Department

Re: ZC19-0085

Planning and Zoning,

I have spoken with the applicant concerning the rezoning at 9905 W. Valley Ranch Pkwy, ZC19-0085, and support this zoning case. We are excited to see the renewed activity and interest in development in our neighborhood and look forward to enjoying other businesses as this area continues to grow and thrive.

Sincerely,

5 Star Cutz
1004 S. MacArthur suite 125 Irving, TX 75063

Irving, TX 75063
City of Irving, Texas
Planning & Zoning Department

Re: ZC19-0085

Planning and Zoning,

I have spoken with the applicant concerning the rezoning at 9905 W. Valley Ranch Pkwy, ZC19-0085, and support this zoning case. We are excited to see the renewed activity and interest in development in our neighborhood and look forward to enjoying other businesses as this area continues to grow and thrive.

Sincerely,

Adam Emrick - Randstad
9901 Valley Ranch Pkwy
E #3076 Irving, TX 75063

Irving, TX 75063
City of Irving, Texas  
Planning & Zoning Department  

Re: ZC19-0085  

Planning and Zoning,  

I have spoken with the applicant concerning the rezoning at 9905 W. Valley Ranch Pkwy, ZC19-0085, and support this zoning case. We are excited to see the renewed activity and interest in development in our neighborhood and look forward to enjoying other businesses as this area continues to grow and thrive.  

Sincerely,  

[Signature]  

Carvin Services Group, LLC  

9901 Valley Ranch Pkwy E #2050  

Irving, TX 75063
City of Irving, Texas
Planning & Zoning Department

Re: ZC19-0085

Planning and Zoning,

I have spoken with the applicant concerning the rezoning at 9905 W. Valley Ranch Pkwy, ZC19-0085, and support this zoning case. We are excited to see the renewed activity and interest in development in our neighborhood and look forward to enjoying other businesses as this area continues to grow and thrive.

Sincerely,

[Signature]

Irving, TX 75063
City of Irving, Texas  
Planning & Zoning Department

Re: ZC19-0085

Planning and Zoning,

I have spoken with the applicant concerning the rezoning at 9905 W. Valley Ranch Pkwy, ZC19-0085, and support this zoning case. We are excited to see the renewed activity and interest in development in our neighborhood and look forward to enjoying other businesses as this area continues to grow and thrive.

Sincerely,

[Signature]

Irving, TX 75063
City of Irving, Texas
Planning & Zoning Department

Re: ZC19-0085

Planning and Zoning,

I have spoken with the applicant concerning the rezoning at 9905 W. Valley Ranch Pkwy, ZC19-0085, and support this zoning case. We are excited to see the renewed activity and interest in development in our neighborhood and look forward to enjoying other businesses as this area continues to grow and thrive.

Sincerely,

[Signature]

AWE Premium Automotive Service
9901 Valley Ranch Pkwy Suite 2005

Irving, TX 75063
City of Irving, Texas
Planning & Zoning Department

Re: ZC19-0085

Planning and Zoning,

I have spoken with the applicant concerning the rezoning at 9905 W. Valley Ranch Pkwy, ZC19-0085, and support this zoning case. We are excited to see the renewed activity and interest in development in our neighborhood and look forward to enjoying other businesses as this area continues to grow and thrive.

Sincerely,

Yours,

9901 Valley Ranch Pkwy Suite 3020 Irving, TX

Irving, TX 75063
City of Irving, Texas
Planning & Zoning Department

Re: ZC19-0085

Planning and Zoning,

I have spoken with the applicant concerning the rezoning at 9905 W. Valley Ranch Pkwy, ZC19-0085, and support this zoning case. We are excited to see the renewed activity and interest in development in our neighborhood and look forward to enjoying other businesses as this area continues to grow and thrive.

Sincerely,

[Signature]

Empress of China
10045 N. MacArthur #129

Irving, TX 75063
City of Irving, Texas  
Planning & Zoning Department

Re: ZC19-0985

Planning and Zoning,

I have spoken with the applicant concerning the rezoning at 9905 W. Valley Ranch Pkwy, ZC19-0085, and support this zoning case. We are excited to see the renewed activity and interest in development in our neighborhood and look forward to enjoying other businesses as this area continues to grow and thrive.

Sincerely,

Diane Bills  
Tristate Midstream  
9901 Valley Ranch Pkwy, East, Suite 2000  
Irving, TX 75063

Irving, TX 75063
City of Irving, Texas
Planning & Zoning Department

Re: ZC19-0085

Planning and Zoning,

I have spoken with the applicant concerning the rezoning at 9905 W. Valley Ranch Pkwy, ZC19-0085, and support this zoning case. We are excited to see the renewed activity and interest in development in our neighborhood and look forward to enjoying other businesses as this area continues to grow and thrive.

Sincerely,

Lynette G.

Dr. Mark Blackmore

9901 Valley Ranch Pkwy Suite 1001

Irving, TX 75063

Irving, TX 75063
City of Irving, Texas
Planning & Zoning Department

Re: ZC19-0085

Planning and Zoning,

I have spoken with the applicant concerning the rezoning at 9905 W. Valley Ranch Pkwy, ZC19-0085, and support this zoning case. We are excited to see the renewed activity and interest in development in our neighborhood and look forward to enjoying other businesses as this area continues to grow and thrive.

Sincerely,

[Signature]

Subzi Mandi, Irving
10010 N. MacArthur Blvd

Irving, TX 75063
City of Irving, Texas
Planning & Zoning Department

Re: ZC19-0085

Planning and Zoning,

I have spoken with the applicant concerning the rezoning at 9905 W. Valley Ranch Pkwy, ZC19-0085, and support this zoning case. We are excited to see the renewed activity and interest in development in our neighborhood and look forward to enjoying other businesses as this area continues to grow and thrive.

Sincerely,

Vanny Bui
Vanny Acupuncture
9901 Valley Ranch Pkwy E #1023

Irving, TX 75063
Ordinance -- Zoning Case #ZC19-0086 - Considering a Zoning Change from R-6 (Single Family) District Uses to S-P-2 (Generalized Site Plan) District for R-6 (Single Family) Uses - Approximately 0.17 Acres Located at 2809 Cheyenne Street - Wuilber Ventura, Applicant/Owner

Administrative Comments

1. The Planning and Zoning Commission Hearing Date and Recommendation: January 20, 2020 – Favorable 8-0 (Commissioner Patel, absent).

2. The owner is requesting a zoning change to allow a pool to be built with an exception to the required distance from the side property line. The pool was built without a permit, and a code compliance case was opened.

3. The 2017 Imagine Irving Comprehensive Plan recommends Residential Neighborhood uses for the subject property, which allows predominantly single-family detached homes or duplexes with some mix of non-residential uses. The existing single family use remains unchanged and is in conformance with the Comprehensive Plan.

4. An exception is being requested to allow the pool to encroach into the required five (5) foot side setback by two (2) feet, resulting in a three (3) foot setback from the side property line.

5. The pool and surrounding construction has been inspected and approved by the Inspections Department. In addition to the deck around the pool, a retaining wall was built on the property line with a wrought iron fence on top.

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6. The site plan only allows the exception for the pool from the side setback. All construction must still be permitted if the zoning request is approved.

7. A total of 23 public notices were mailed. Staff has not received any responses in support of or in opposition to this request.

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

Recommendation

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

- Exhibit A: Legal Description (PDF)
- Vicinity Map (PDF)
- Surrounding Zoning Map (PDF)
- Property Owner Notification Map and List (PDF)
- Site Plan (PDF)
- Narrative (PDF)

CURRENT YEAR FINANCIAL IMPACT:
NONE

REVISION INFORMATION:
Prepared: 1/14/2020 02:33 PM by Christina Del Campo
Last Updated: 1/21/2020 08:51 AM by Kenneth Bloom
ZONING CASE NO. ZC19-0086
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 NORTHWEST PARK 1ST INSTALLMENT ADDITION, AND LOCATED AT 2809 CHEYENNE STREET, MORE FULLY AND COMPLETELY DESCRIBED IN EXHIBIT A ATTACHED HERETO; ORDERING A CHANGE IN THE USE OF SAID PROPERTY FROM R-6 SINGLE FAMILY RESIDENTIAL DISTRICT USE UNDER ORDINANCE NO. 1144, AS AMENDED TO S-P-2 SITE PLAN DISTRICT USE FOR R-6 USES UNDER ORDINANCE NO. 1144, AND ACCORDING TO THE SITE PLAN ATTACHED HERETO AND MADE A PART HEREOF; PROVIDING FOR SPECIAL CONDITIONS AND REGULATIONS RELATIVE TO LAND USE; CORRECTING THE OFFICIAL ZONING MAP ATTACHED TO ORDINANCE NO. 1144; PRESERVING ALL OTHER PORTIONS OF THE ZONING ORDINANCE; DETERMINING THAT THE CHANGE IS IN ACCORDANCE WITH A COMPREHENSIVE PLAN FOR THE PURPOSE OF PROMOTING THE PUBLIC INTEREST, MORALS AND GENERAL WELFARE; PROVIDING THAT THIS ORDINANCE DOES NOT REPEAL OTHER PROVISIONS OF THE ZONING ORDINANCE EXCEPT IN CASES OF DIRECT CONFLICT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING A PENALTY.

WHEREAS, applications were made to amend the 1964 Official Zoning Map, City of Irving, Texas, attached to the 1964 Comprehensive Zoning Ordinance of the City of Irving, Texas, passed on November 5, 1964, by making applications for same with the Planning and Zoning Commission of the City of Irving, Texas, as required by State Statutes and the Zoning Ordinance of the City of Irving, Texas, and all the legal requirements, conditions and prerequisites having been complied with, the cases having come before the City Council of the City of Irving, Texas, after all legal notices, requirements, conditions and prerequisites having been complied with; and

WHEREAS, the City Council of the City of Irving, Texas, at a public hearing called at a regular session of the City Council did consider the following factors in making a determination as to whether these requested changes should be granted or denied; safety of the motoring public and the pedestrians using the facilities in the area immediately surrounding the sites; safety from fire hazards and measures for fire control; protection of adjacent property from flood or water damages; noise producing elements and glare of the vehicular and stationary lights and effect of such lights on established character of the neighborhood; location, lighting and types of signs and relation of signs to traffic control and adjacent property; street size and adequacy of width for traffic reasonably expected to be generated by the proposed use around the site and in the immediate neighborhood; adequacy of parking as determined by requirements of this ordinance for off-street parking facilities; location of ingress and egress points for parking and off-street loading spaces; protection of public health by surfacing on all parking areas to control dust; the effect on the promotion of health and the general welfare; effect on light and air; the effect on the overcrowding of the land; the effect on the concentration of population; the effect on the transportation, water, sewers, schools, drainage and surface water, parks and other public facilities; and

WHEREAS, the City Council of the City of Irving, Texas, further considered among other things the character of the district and its peculiar suitability for particular uses and with a view to conserve the value of buildings and encourage the most appropriate use of land throughout the City; and

-1-
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.

_________________________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

_______________________________
Shanae Jennings
City Secretary

APPROVED AS TO FORM:

_______________________________
Kuruvilla Oommen
City Attorney
ZONING CASE #ZC19-0086

EXHIBIT A: LEGAL DESCRIPTION

BEING all of Lot 17-R, Block 15, Northwest Park 1st Installment
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<td>WALTER THOMAS</td>
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S-P2 Requirements

1. All uses permitted by section S-2-11 will be allowed and all requirements of section S-2-11, R-6 (single family) District of ordinance #1144 will be complied with, except:

- Request for variance from 5 feet to 3 feet from property line.

4. All surface material to meet the minimum standards of the City of Irving.

5. All fences, signs, lighting, luminaries and exterior auditory speakers will comply with City of Irving ordinances.
To whom this may concern:

I am writing this letter as a response to request a variance for the pool project I have initiated at my property. It has come to my attention that the city of Irving will not issue a permit for the project because it does not meet their guidelines. At the time of the construction the contractor that was hired explained to me that the reason why the start day was being delayed was because he was working with the city of Irving to pull the required permits. The contractor proceeded by scheduling appointments with Oncor, and USIC which led me to trust that everything was being done according to the necessary guidelines. For this reason, I allowed for the construction of the project to take place. A few months after, we had our initial encounter with the city's inspector where I was informed there was no permit for this project. However, by this time the pool was already built and placed only 3' away from the fence and not the 5' that are required. I hope you can understand my position and allow me to complete the project by approving this necessary variance. Thanks in advance for working with me in this matter.

Wilber Ventura  
972-693-1409  
2809 Cheyenne St, Irving TX 75062

RECEIVED  
DEC 12 2019  
Planning and Community Development Department
Ordinance -- Zoning Case #ZC19-0094 - Considering a Zoning Change from HCD-CMU (Heritage Crossing District -Corridor Mixed Use Subdistrict) Uses to S-P-1 (Detailed Site Plan) District for HCD-CMU (Heritage Crossing District - Corridor Mixed Use Subdistrict) Uses - Approximately 0.38 Acres Located at 701 E. Irving Boulevard - Blue Lake Spirits LLC, Applicant - Long Oil Company, Inc., Owner

Administrative Comments

1. The Planning and Zoning Commission Hearing Date and Recommendation: January 20, 2020 – Favorable 8-0 (Commissioner Patel, absent) subject (a) to removal of the storage shed on the east side of the building and placing parking in this area, and (b) adding landscaping in front of the building after completion of reconstruction of Irving Boulevard.

2. The 2017 Imagine Irving Comprehensive Plan Future Land Use Map recommends Main Street uses for this property. This land use category is described as mixed-use walking district with single and multi-story buildings, with on street parking. The requested zoning is in conformance with the Comprehensive Plan.

3. The applicant is seeking to convert a portion of the existing building into a 2,200 square foot convenience store. The 4800 sq. ft. remainder of the building will remain used for warehousing.

4. The City’s Convenience Store Standards require that buildings being changed from another use to a convenience store use be brought into compliance with all current standards for landscaping, screening, parking, loading, building and other codes, and accessibility requirements prior to receiving a certificate of occupancy. While the retail use is allowed under the existing zoning, Section 52-32f (h)(2) of the Heritage Crossing District form based code requires a minimum three-foot tall vegetative screen to be placed between the parking lot and Irving Boulevard. The applicant is requesting to not install this parking lot screening at this time due to the pending reconstruction of Irving Blvd. and the uncertainty of how that may affect his driveways and parking.

5. Section 52-32f (f)(2) of the Heritage Crossing District requires one off-street parking space per 300 square feet of retail space. 13 spaces are required for the convenience store and warehouse uses. The property is currently striped to accommodate approximately 15 parking spaces; five in front of the building and ten along the side and rear.

6. This site plan also clarifies that the existing building may remain at its current location, a maximum 55 feet from the front property line.

7. A total of 17 public notices were mailed. Staff has not received any written responses in support of or in opposition to this request.

8. The property owner across Irving Blvd. to the south spoke at the Planning and Zoning Commission hearing and expressed concerns about potential overflow
parking onto her auto repair business.

9. The Planning and Zoning Commission recommendation includes the removal of a side storage building in order to provide additional parking spaces and installation of landscaping at the front of the building after completion of the Irving Boulevard reconstruction.

10. Since the property currently complies with the required parking, staff recommends approval of the applicant’s request without the stipulations recommended by the Commission.

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

**Recommendation**

The ordinance be adopted per the staff recommendation.

**ADDITIONAL COMMENTS:**

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<td>Previous Action:</td>
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**ATTACHMENTS:**

- Exhibit A: Legal Description (PDF)
- Vicinity Map (PDF)
- Surrounding Zoning Map (PDF)
- Property Owner Notification Map and List (PDF)
- Site Plan (PDF)

**CURRENT YEAR FINANCIAL IMPACT:**

NONE

**REVISION INFORMATION:**

Prepared: 1/14/2020 02:55 PM by Christina Del Campo
Last Updated: 1/24/2020 10:23 AM by Kenneth Bloom
ORDINANCE NO. (ID # 10767)

ZONING CASE NO. ZC19-0094
ZONING CLASSIFICATION - S-P-1

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 NEWTON MARTIN SURVEY, ABSTRACT NO. 900, AND LOCATED AT 701 EAST IRVING BOULEVARD, MORE FULLY AND COMPLETELY DESCRIBED IN EXHIBIT A ATTACHED HERETO; ORDERING A CHANGE IN THE USE OF SAID PROPERTY FROM HCD-CMU HERITAGE CROSSING DISTRICT – CORRIDOR MIXED USE SUBDISTRICT UNDER ORDINANCE NO. 1144, AS AMENDED TO S-P-1 SITE PLAN DISTRICT USE FOR HCD-CMU 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
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-CMU Heritage Crossing District – Corridor 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:

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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.

__________________________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

__________________________________________
Shanae Jennings
City Secretary

APPROVED AS TO FORM:

__________________________________________
Kuruvilla Oommen
City Attorney
TO ALL PARTIES INTERESTED IN SAID LANDS SURVEYED:

This is to certify that I have, this date, made a careful and accurate survey on the ground of property located at No. 301 Pant Irving Blvd. In the City of Irving, Texas, described as follows:

Being a tract of land situated in the *Newton Martin Survey*, Abstract No. 900 and being a part of a 10 acre tract of land conveyed by the Trustees of the Irving Independent School District to J. F. Lee and A. R. Lee by Deed dated June 13, 1885 and recorded in Volume 254 Page 45 in the Deed Records of Dallas County, Texas and also being a part of a 4.059 acre tract of land conveyed by Frapette Company, Inc. to J. F. Sperry by deed dated April 70, 1887 and recorded in Volume 2627 Page 225 in the Deed Records of Dallas County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a point in the North line of Pant Irving Blvd., name being in the West line of the above mentioned 10 acre tract:

THEREIN North along said West line of 10 acre tract for a distance of 177.20 feet to an iron rod corner:

THEREIN East for a distance of 80.00 feet to a point for corner:

THEREIN South 02 degrees 40 minutes 13 seconds East for a distance of 212.84 feet to an iron rod for corner in said North line of East Irving Blvd.: 

THEREIN in a Northwesterly direction along a curve to the left having a radius of 1,180.97 feet and along said North line of East Irving Blvd. for a distance of 96.66 feet to the PLACE OF BEGINNING.

CONTAINING 16,407.61 square feet or 0.3766 acres.

The plat hereon is a true, correct and accurate representation of the property as determined by survey, subject to any and all easements, reservations and restrictions that may be of record, the lines and dimensions of said property being as indicated by the plat; the size, location and type of buildings and improvements are as shown, all improvements being within the boundaries of the property, set back from property lines the distances indicated, and that the distance from the nearest intersecting street or road is as shown on said plat. There are no encroachments, confliits or protrusions.

EXCEPT AS SHOWN

By James Dewey

Date: May 25, 1977

Scale: 1" = 30'
City of Irving

Vicinity Map
Zoning Case
No. ZC19-0094

Date: Dec. 30, 2019

Geographic Information Systems (GIS) Disclaimer/Limitation of Liability: This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-ground survey and represents only the approximate relative location of property boundaries and other geographic features. All data, specifically excluding the geographic data herein, are provided "as is" without warranty of any kind, either expressed or implied. Use of this information is the sole responsibility of the user.
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