Members of the City Council and public may participate in the Regular Meeting by telephone conference or videoconference call. Sign-in via telephone or online will be from 6:00 p.m. to 7:00 p.m. on April 16, 2020. All participants by telephone conference or videoconference will be able to speak when called upon, however video images of the citizen participants will not be available. The phone numbers to sign-in and participate are 1-888-475-4499 (Toll Free) or 1-877-853-5257 (Toll Free) or online at https://zoom.us/j/181940084 Meeting ID: 181 940 084

Organizational Service Announcements

Invocation

Senior Pastor, Dennis Webb, Bear Creek Community 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 24

**CITY COUNCIL AGENDA**

1 City Operations Update
   - Energy Contract Update
   - COVID-19 Update and City Response
CONSENT AGENDA

2 Approving Work Session Minutes for Wednesday, March 18, 2020

3 Approving Regular Meeting Minutes for Thursday, March 19, 2020

4 Approving Special Meeting Minutes for Tuesday, March 31, 2020

5 Resolution - Take Appropriate Action Concerning Declaration of Local Disaster for Public Health Emergency to Address COVID-19

Administrative Comments

1. This item is recommended by the City Manager’s Office and the Office of Emergency Management.

2. On March 12, 2020, Mayor Richard H. Stopfer issued a proclamation declaring a local state of disaster resulting from a public health emergency caused by the 2019 Coronavirus Disease (COVID-19). This order was effective through 11:00 a.m. on March 20, 2020.


4. On March 31, 2020, Governor Greg Abbott issued an executive order relating to statewide continuity of essential services and activities during the COVID-19 disaster, effective 12:01 a.m. on April 2, 2020 through April 30, 2020. On April 3, 2020, the County Judge extended his Order relating to COVID-19 to April 30, 2020, to align with the Governor’s executive order, and the Dallas County Commissioner’s Court ordered the continuance of its Declaration of Local Health Disaster for Public Health Emergency until May 20, 2020.

Recommendation

The resolution be approved.

6 Resolution - Awarding a Contract to SYB Construction Company, Inc., in the Amount of $287,657.50 for the 2020 Miscellaneous (Neighborhood) Drainage Improvements Section I Project

Administrative Comments

1. This item is recommended by the Capital Improvement Program Department. It supports Strategic Objective: 2.4 - Maintain and extend water, wastewater and storm water systems.
2. **Impact**: This project will address drainage system issues at various locations within the City of Irving. Work includes new drainage systems in locations that don’t have adequate systems in place and repair of existing systems that have failed resulting in the system backing up.

3. The work to be performed under this contract consists of installing 467 LF of reinforced concrete storm pipe, 164 LF of HDPE storm pipe, two curb inlets, and three area inlets.

4. Bids were received from 2 bidders. SYB Construction Company, Inc., submitted the lowest responsive responsible bid of $287,657.50. This is, (1.5%) above the project estimate.

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

6. Funding in the amount of $287,657.50 is available within the Municipal Drainage Utility Non-Bond CIP Fund.

**Recommendation**

The resolution be approved.

7. **Resolution - Awarding a Contract to SYB Construction Company, Inc., in the Amount of $2,145,357.46 for the Oakdale-Rindie Water & Wastewater Improvements Project**

**Administrative Comments**

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

2. **Impact**: This work is part of the priority replacements for the Water Utilities Department. This project impacts approximately 40 residential properties and three (3) commercial properties (Meadow Oaks Mobile Home Park, Living Word Global Church, and Nimitz High School) and will improve water and wastewater systems.

3. This project will replace the water and wastewater mains along West Oakdale Road from Cactus Court to Robinson Street and along Rindie Street from W Oakdale Road to 1805 Rindie Street.

4. Bids were received from one (1) bidder and an additional four (4) bidders were declared non-responsive for not properly submitting their project experience records as clearly stated in the solicitation. SYB Construction Company, Inc. submitted the lowest responsive responsible bid of $2,145,357.46. This is $250,297.54 (10.45%) below the funding allocated for this project.
5. Minority and/or Women-owned Business (M/WBE) participation in this award is 100%.

6. Funding in the amount of $2,145,357.46 is available within the Water and Sewer System Non-Bond CIP Fund.

**Recommendation**
The resolution be approved.

---

8 Resolution - Approving the Acquisition of a Public Right of Way Easement and a Right of Entry and Temporary Construction Easement for the Parkside Water and Wastewater Improvements Project in the Amount of $14,613.00, and Acknowledging Receipt of the Trust Agreement Identifying the True Owner of the Property to be Purchased by the City of Irving in Accordance with Section 2252.092, Texas Government Code - Located at 2132 Parkside Avenue - Ross (Wayne) Ryan Irrevocable Trust, Property Owner

**Administrative Comments**

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

2. **Impact:** The City has completed design of the Parkside Wastewater Improvement Project and will need to acquire a 2710 square foot permanent easement and a 2,977 square foot temporary construction easement to install a future wastewater main on and along the property located at 2132 Parkside Avenue owned by the Ross Ryan Irrevocable Trust.

3. Funding in the amount of $14,613.00 is available within the Water and Sewer System Non-Bond CIP Fund.

**Recommendation**
The resolution be approved.
Resolution - Approving the Acquisition of Real Property for Right-Of-Way and Other Municipal Purposes in the Amount of $26,758.00 at 1521 Lindy Lane

Administrative Comments

1. This item is recommended by the Capital Improvement Program (CIP) Department and Traffic and Transportation Department.

2. **Impact:** This agreement is utilized to support the Road to the Future program. Road to the Future has requested this acquisition to allow for expansion of Lindy Lane. The negotiated amount is in excess of $15,000 and therefore must be presented to City Council for approval.

3. Funding in the amount of $26,758.00 is available within the Street Improvement Bond Fund.

Recommendation

The resolution be approved.

Resolution - Approving the Second Amended and Restated Temporary Construction Easement Agreement Between the City of Irving and the State of Texas by and through the Texas Transportation Commission for Use of the Former Stadium Site

Administrative Comments

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

2. **Impact:** Approval of this extension will continue to accommodate construction staging for the Diamond Interchange Project.

3. In January 2009, City granted TXDOT a temporary construction easement for the use of the former stadium site for 10 years for the payment of $15,434,019.00. The agreement allowed TxDOT to request, with City’s approval, up to six additional years, at no additional consideration. The site was used as construction staging for the Midtown Express Project which was completed in late 2018.

4. TXDOT, as a part of the first amendment, requested an extension of the easement for 5 years for construction staging for the Diamond Interchange project ending May 2024.

5. The second amendment allows for an additional year ending January 2025. This amendment also allows for one year annual renewals after January 2025 in which the City would be compensated by TxDOT in the cost of $1.5 Million per year or the prorated monthly equivalent.
6. This TxDOT project is still on schedule for a May 2020 letting.

**Recommendation**
The resolution be approved.

11 Resolution - Supporting the North Central Texas Council of Governments Regional Transportation Council’s Recommendation Relating to Proposed Revisions to the Texas Transportation Commission’s 2020 Unified Transportation Program (UTP)

**Administrative Comments**
1. This item is recommended by the Traffic & Transportation Department.

2. **Impact:** This item supports the Regional Transportation Council’s Recommendation regarding proposed revisions to the Texas Transportation Commission’s 2020 Unified Transportation Program (UTP).

3. The City of Irving supports the Regional Transportation Council’s recommendation to the Texas Transportation Commission to consider alternate mechanisms to fund the IH 35 Capital Express Central Project.

4. The Regional Transportation Council (RTC) through its Surface Transportation Technical Committee has requested member cities to pass resolutions supporting RTC’s proposed revisions to the 2020 UTP, including the number of elected officials supporting the RTC’s recommendation.

**Recommendation**
The resolution be approved.

12 Resolution - Approving a Development Agreement and Authorizing the Conveyance of Real Property at 304, 312, and 322 S. Britain Road to Operation Finally Home for the Construction of Three Single-Family Homes for Wounded, Ill, or Injured Veterans

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

2. **Impact:** The Development Agreement will provide the opportunity for Operation Finally Home to construct three single family homes on three vacant, city-owned properties in the Heritage Crossing District, fulfilling a public purpose of providing three mortgage-free homes that will each be occupied by a low to moderate
income, permanently disabled combat wounded veteran.

3. **This development proposal was presented at City Council Work Session on November 13, 2019, and there was a consensus from City Council to move forward with the proposal.**

4. During the spring of 2018, staff toured Heritage Crossing single family home lots with Operation Finally Home, a national nonprofit organization. Operation Finally Home was established in 2005 that brings together a network of experienced home builders, building suppliers, and supporters to provide custom-built mortgage-free homes to wounded, ill, and injured veterans, the widows of the fallen, and their families. According to their 2016 annual report, Operation Finally Home has completed or planned 218 homes in 33 states.

5. In June 2018, the City of Irving approved a development agreement with Operation Finally Home for the conveyance of city-owned property at 411 S. Delaware St. for the construction of a single family home for a deserving veteran in Irving. On March 25, 2019, Major Eric King was presented with the keys to his new mortgage-free custom home.

6. Due to the success of the project, representatives of Operation Finally Home contacted the City of Irving about partnering again for the development of additional single family homes, in particular three more homes. Staff toured available single family lots in the Heritage Crossing District with Operation Finally Home and Dallas Builders Association members. The Operation Finally Home representatives chose 304, 312, and 322 S. Britain Rd. as the preferred lots and requested the ability to close and develop each property one at a time over a five-year period, allowing for veteran selection, construction, and conveyance.

7. Operation Finally Home would purchase each lot for $1.00.

8. Prior to closing, Operation Finally home must obtain proper zoning and all the required permits. Each home must comply with the city’s Design Standards and any other design standards set out in the Lot Development Plan for each property, which is required prior to closing. The Lot Development Plan will include the estimated project costs and layout of the improvements, showing the building materials and architectural design for the improvements of the property. The Lot Development Plans will be incorporated into the Agreement.

9. Operation Finally Home must complete all closing, construction, and residential occupancy by the veteran within five years. Construction of each home must be completed within 240 days after execution of the deed.

10. The property will revert to the City unless the following conditions are met: (1) City has inspected and accepted work, (2) Property has been conveyed to Veteran by Operation Finally Home, and (3) the home is occupied by the Veteran, is homesteaded and is the Veteran’s permanent residence.

11. Veterans who receive a new home from Operation Finally Home are selected
through a lengthy vetting process that begins with working with medical case managers, recovery care coordinators, the Veterans Administration, and others to identify and recommend suitable candidates. Each potential recipient completes an application package that includes information about their military service, their injuries or illness, and other personal challenges that they face as a result of their injury or illness. Operation Finally Home reviews the applications, and with some input from the home builder, selects the veteran and the family that will receive the home.

12. A key factor considered in making the decision is whether the veteran and the family are able to accept the responsibilities of home ownership. According to the Operation Finally Home Operations Handbook, “the gift of a home is intended to be a blessing to the veteran, not a burden.” Other factors considered include accessible medical care, schools, and whether the veteran and family have a support system of family and friends in the area.

13. Veterans receiving a home sign a written agreement to stay in the home for a minimum of five years. After that time, they are able to sell the home on the open market. Otherwise, the home reverts to Operation Finally Home. Should a veteran pass away before the end of the five-year period, the spouse and children are allowed to remain in the home per the original agreement.

14. Should the veteran encounter difficulties maintaining the home, or making insurance or utility payments, Operation Finally Home provides assistance either directly or through one of their donor partners. Operation Finally Home veteran affairs team members stay in regular contact with all recipients long after the dedication of their homes.

15. Since the term of the Agreement spans a five-year period, Operation Finally Home will provide an update every 180 days regarding the status of Veteran selection, the Lot Development Plan(s), and progress of the construction work.

**Recommendation**

The resolution be approved.
Resolution - Approving Change Order No. 4 in the Not-To-Exceed-Amount of $198,662.00 to the Contract with Crescent Constructors, Inc., for the Urban Center Lift Station Project

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 item supports the city’s Investing in our Future initiative. This change order provides for additional required work at the Urban Center Lift Station.

3. During excavation work, a 30-inch reuse water pipeline owned by Dallas County Utility Reclamation District (DCURD) was discovered to be at the same elevation as a 24-inch City of Irving wastewater pipeline proposed with the Urban Center Lift Station Project. The 24-inch wastewater line flows by gravity and the elevation could not be adjusted to avoid the conflict. The 30-inch DCURD pipeline must be raised to avoid the conflict. The cost associated with raising the DCURD 30-inch pipeline is $134,187.00.

4. Oncor has worked with staff to redesign the power feed to the new Urban Center Lift Station. Both the Colorado Lift Station and the Urban Center Lift Station will now be served from the same upgraded transformer provided by Oncor. In addition, 150 feet of electrical conduit and conductors (wire) that was previously planned to be installed by Oncor and funded by Irving has been reallocated to this project at Oncor’s request. The cost to install the additional conduit and conductors is $64,475.00. By having Crescent Constructors, Inc., do this work, the installation can occur sooner and at a slightly reduced cost.

5. An additional 120 calendar days will be added to bring the final completion date to August 12, 2020. The additional time is due to construction associated with the 30-inch DCURD reuse water pipeline conflict and the extension of the new transformer secondary power.

6. The total amount of the change order is $198,662.00. This will increase the total contract amount to $11,869,504.00.

7. Funding in the amount of $198,662.00 is available in the Water Utilities budget within the Sanitary Sewer Bond Fund.

Recommendation

The resolution be approved.
Resolution - Approving the Payment to Avenu Insights and Analytics, LLC, in the Amount of $72,434.74 for Banner Software Maintenance and Support

Administrative Comments

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

2. **Impact:** Maintenance of Banner Enterprise Resource Planning (ERP) software is necessary for support of the city’s financial, human resources, and payroll systems. These systems provide management of financial transactions, budgets, and purchasing, processing entry and exit of an individual’s employment as well as tracking employee records. They also provide management of timekeeping, financial and non-financial employee benefits, and payroll processing.

3. This item allows payment of the Banner ERP software maintenance for the service term of May 1, 2019 through April 30, 2020, with total payment invoiced and paid at the end of the 12-month period.

4. Funding is available in the Information Technology Internal Service Fund.

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Service Term</th>
<th>Total Amount</th>
<th>Fiscal Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>Avenu Insights and Analytics, LLC</td>
<td>5/1/19 – 4/30/20</td>
<td>$72,434.74</td>
<td>2019-20</td>
</tr>
</tbody>
</table>

**Recommendation**

The resolution be approved.

Bids & Purchasing Items

Items 15-21

Resolution - Approving a Vendor/Member Contract Pursuant to a Cooperative Purchasing Agreement Between the City of Irving and Fastenal Company and Authorizing As-Needed Expenditures in the Total Estimated Amount of $175,000.00 for Maintenance, Repair & Operations (MRO) Supplies and Related Services through the National Intergovernmental Purchasing Alliance Company dba Omnia Partners, Public Sector (Omnia Partners)

1. This item is recommended by the Financial Services Department - Purchasing Division.

2. **Impact:** Establishment of a Vendor/Member contract between the City of Irving and Fastenal Company, for the utilization of Omnia Partners Contract No. 2018.000208, which expires on June 30, 2023, will allow the city to purchase MRO items under the best possible terms and conditions for the city.

3. Approval of this contract supports as-needed purchases of tools, maintenance supplies, hardware items, etc. from local stores or by purchase order as well as through the designated Omnia Partners contract for the specified term. It
additionally provides a vending program at no cost to the city for dispensing often-used items in order to provide accountability for employee usage.

4. Funding for Fiscal year 2019-20 is available in various departmental budgets within various funds, 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>
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<tbody>
<tr>
<td>Fastenal Company</td>
<td>4/17/20 – 3/31/21</td>
<td>$ 87,500.00</td>
<td>2019-20</td>
</tr>
<tr>
<td></td>
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<tr>
<td>TOTAL</td>
<td></td>
<td>$175,000.00</td>
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</tr>
</tbody>
</table>

Recommendation

The resolution be approved.

16 Resolution - Renewing the Contract with First Student, Inc., in an Amount Not to Exceed $70,000.00 for Bus Transportation Services

Administrative Comments

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

2. Impact: This item will provide cost effective bus transportation services for recreation program participants and enable staff to directly supervise children during transit, thus increasing their safety.

3. This renewal establishes the continuation of an annual contract for bus transportation services for City of Irving recreation centers. Vendor will pick up campers at various recreation centers, travel to various outings within the Metroplex, and then return campers to original point of pick-up. The original contract was awarded on the basis of competitive bids. This is the second and final one-year renewal option. The current contract expires on April 30, 2020.

4. Funding for Fiscal Year 2019-20 is available in the Parks and Recreation 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 May 2020 through April 2021, it is possible that more than the estimated amounts shown in the chart below may be spent in one operating year or the other as long as there are budget funds available to accommodate that year’s additional purchases and the total contract award amount is not exceeded.
### Recommendation

The resolution be approved.

### Resolution - Approving and Accepting the Bid of Way Mechanical in the Total Estimated Amount of $84,090.00 for Refurbishing of Air Handling Units at City Hall

**Administrative Comments**

1. This item is recommended by the Capital Improvement Program Department – Facilities Division.

2. **Impact**: The HVAC units currently in service at City Hall are in need of refurbishment in order to have them continue to remain in service. They have exceeded their life expectancy and require frequent maintenance/repairs to efficiently provide climate control for the facility.

3. Proposals were received from four bidders. Way Mechanical provided the lowest responsive, responsible base bid in the amount of $84,090.00. No alternate items are being awarded.

4. Funding in the amount of $84,090.00 is available in the City Building Improvement Bond Fund.

### Recommendation

The resolution be approved.

### Resolution - Approving a Professional Services Agreement Between the City of Irving and Taylor Collective Solutions, LLC, in an Amount Not to Exceed $95,000.00 for Transportation Investment Summit Event Planning Services

**Administrative Comments**

1. This item is recommended by the Traffic & Transportation Department.

2. **Impact**: Meeting and event planning services for the city’s Transportation Investment Summit will allow the city to coordinate, plan and manage the event which focuses on transportation, water, infrastructure and economic development topics among other legislative priorities.
3. A Request for Proposals (RFP) was issued on February 20, 2020 for these services. The proposal submitted by Taylor Collective Solutions, LLC, meets all requirements as set forth in the RFP specifications and is designed to result in a revenue neutral event.

4. Services to be provided will be inclusive of the following: securing speakers; marketing, budgeting, sponsorship and event logistics; and coordination of audio visual/technology needs.

5. Although the contract is for $95,000.00, event-related revenue in the form of sponsorships, registration fees, etc., is expected to offset most if not all of this amount.

6. Minority- and/or Woman-Owned Business participation in this award is 100%.

7. Funding in an amount not to exceed $95,000.00 is available in the Transportation Summit budget within the General Fund.

8. Upon approval of this agreement, a separate agreement will be forthcoming to provide a venue for the Transportation Investment Summit.

**Recommendation**

The resolution be approved.

---

19 **Resolution - Rejecting All Bids for the Story Road Elevated Storage Tank Rehabilitation, ITB No. 032J-19F**

**Administrative Comments**

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

2. **Impact:** This tank rehabilitation project will extend the life of the Story Elevated Storage Tank.

3. This work is part of the Water Utilities Capital Improvement Plan for Water Storage Facilities.

4. The project includes structural rehabilitations of the tank as well as blasting and recoating the tank.

5. The condition of the Story Road Elevated Storage Tank was assessed in 2014. This assessment included sampling and testing of the coating in five (5) locations. The lead concentration in these locations was found to be below the threshold for the coating to be considered lead based.

6. After design and bidding was completed, final confirmation testing found three locations on the exterior of the tank where the lead concentration was above the
threshold for TCEQ lead abatement requirements.

7. Staff recommends rejection of all bids in order to revise the specifications to address lead found in the additional coating samples and to rebid the project in the future.

**Recommendation**

The resolution be approved.

---

**20 Resolution - Approving and Accepting the Bid of Vets Securing America in the Total Estimated Amount of $60,238.08 for Municipal Court Security Services**

**Administrative Comments**

1. This item is recommended by Municipal Court.

2. **Impact:** Court security personnel provide screenings of the public entering the court facility ensuring a weapons-free environment for all participants.

3. Vets Securing America is a veteran-based organization whose mission statement is to hire 100% United States military and domestic law enforcement veterans. A total of nine bids were received. Vets Securing America provided the lowest responsive, responsible bid.

4. This award establishes an annual contract for the continuation of providing municipal court security services. The contract is for one-year with two, one-year renewal options.

6. Funding is available in the Municipal Security Fees Fund.

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Contract Term</th>
<th>Total Est. Expenditure</th>
<th>Fiscal Year(s)</th>
</tr>
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<tr>
<td></td>
<td></td>
<td>$34,899.84</td>
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<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td><strong>$60,238.08</strong></td>
<td></td>
</tr>
</tbody>
</table>

**Recommendation**

The resolution be approved.
Resolution - Approving and Accepting the Bid from Dealer Products, Inc., in an Amount Not to Exceed $100,000.00 for Communications Installation Hardware Parts

Administrative Comments

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

2. Impact: This agreement provides for communications installation hardware parts to support the make-ready process for the new vehicles for Police, Fire, and General Government. IT Communications installs various technologies including modems, computers, and in-car video systems as required by the various departments in the make-ready process.

3. This award establishes an annual contract for the continuation of providing communications installation hardware parts to be used by the Information Technology Department. This award is for one year with two one-year renewal options.

4. Funding is available in the IT Operations budget within the Technology Fund.

5. Because this annual contact runs from April 2020 through March 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>
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<th>Fiscal Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dealer Products, Inc.</td>
<td>4/17/20 - 3/31/21</td>
<td>$50,000.00</td>
<td>2019-20</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$50,000.00</td>
<td>2020-21</td>
</tr>
<tr>
<td>TOTAL AMOUNT NOT TO EXCEED</td>
<td></td>
<td>$100,000.00</td>
<td></td>
</tr>
</tbody>
</table>

Recommendation

The resolution be approved.

End of Bids

Ordinance - Amending Section 17-4 of Chapter 17 of the Irving Land Development Code Related to Amendments to the 2015 International Fire Code

Administrative Comments

1. This item is recommended by the Fire Department. It supports Strategic Objective 4.1 – Safeguard public safety, security, and health.
2. **Impact**: This ordinance update will continue to reduce the threat of fire and life safety hazards, and the recommended changes will bring the City more in line with North Central Texas Council of Governments (NCTCOG) recommendations. Updated codes promote public health, building safety, and the general welfare of the residents, visitors, and businesses of Irving.

3. **This item was presented to the council committee and management staff at the Public Safety Committee Meeting on October 24, 2019.**

4. Amendments to the 2015 International Fire Code will include regulating electrified fencing, requiring infrared detector systems on motorized gates over fire lanes, regulating maintenance of private service fire mains, water tanks, and fire hydrants, requiring lightning strike protection on certain occupancy classifications, providing a severability and saving clause, and providing an effective date.

**Recommendation**

The ordinance be adopted.

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**APPOINTMENTS AND REPORTS**

23  Resolution - Re-Appointing to the Hospital Authority Board to Fill Two-Year Term Expiring June 30, 2022

**Administrative Comments**

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

2. **Impact**: The City Council appoints five of the eleven members on the Irving Hospital Authority Board. Three positions are eligible for reappointment at this time.

3. Members on the Hospital Authority Board are eligible to serve four, two-year terms. Randall W. Crim, Mark P. Andrews, and Padmavathy Uppalapati, M.D. are eligible for reappointment. The Board of Directors is recommending that the members be reappointed to the Board.

**Recommendation**

The resolution be approved.

24  Mayor’s Report

**Adjournment**
The Irving City Council met in work session on March 18, 2020 at approximately 1:00 p.m. The following members were present/absent:

<table>
<thead>
<tr>
<th>Attendee Name</th>
<th>Organization</th>
<th>Title</th>
<th>Status</th>
<th>Arrived</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mayor Rick Stopfer</td>
<td>Irving City Council</td>
<td>Mayor</td>
<td>Present</td>
<td></td>
</tr>
<tr>
<td>John C. Danish</td>
<td>Irving City Council</td>
<td>Councilman</td>
<td>Present</td>
<td></td>
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<tr>
<td>Allan Meagher</td>
<td>Irving City Council</td>
<td>Councilman</td>
<td>Present</td>
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<tr>
<td>Dennis Webb</td>
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<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>Absent</td>
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<tr>
<td>Wm David Palmer</td>
<td>Irving City Council</td>
<td>Councilman</td>
<td>Present</td>
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</table>

**DISCUSSION TOPIC**

1. **City Operations Update**
   a. **COVID-19 Update**
      Jason Carriere, Emergency Management Coordinator, presented an update on the Coronavirus pandemic (COVID-19) and outlined the current regulations in place ordered by Dallas County.
   
   b. **North Texas Teen Book Festival**
      Cary Siegfried, Library Services Director, provided an update on the North Texas Teen Book Festival.
   
   c. **Census 2020 Update**
      Jason Simon, Chairman of the Complete Count Committee, provided an update on the Census 2020, noting that survey postcards have been mailed out to residents.

2. **Citizen Comments on Items Listed on the Agenda**
   Sharon Barbosa-Crain, 2608 Alan-a-Dale, Irving, TX, - Item #31 on the regular agenda

3. **Review of Regular Agenda**

   **CONSENT AGENDA**

   4. **Ordinance -- Amending Ordinance No. 2019-10250 Providing Budget Adjustment #3 to the 2019-20 Fiscal Year Budget**
      Shannon Phillips, Budget Administrator, presented the proposed amendments to the budget.

   5. **Resolution -- Approving Amendment No. 1 to Consulting Agreement with Strategic Government Resources in the Total Not-To-Exceed Amount of $84,500 to Continue Providing Interim Communications Director Services**
James Childers, Assistant City Manager, noted that this agreement will extend the agreement to fund the Interim Communications Director until the new Communications Director is hired.

Resolution -- Authorizing the City Manager or Designee to Negotiate and the Mayor to Execute an Electricity Supply Contract for the City of Irving Based on Best Value and Other Conditions Set by the City Council

Melissa Baker, Public Works Administration Manager, confirmed that this resolution will allow the city to negotiate for the best electricity rate at the best time.

Resolution -- Approving a Special Event Permit Application for the 2020 Irving Marathon, Half Marathon, 10K, 5K and Fun Run to be Held March 28, 2020 at the Toyota Music Factory, Las Colinas Boulevard, La Villita Boulevard and Riverside Drive, Irving, Texas

It was noted that this item has been pulled.

Resolution -- Approving the First Amendment to the Consulting Agreement Between the City of Irving and M. Gale and Associates for Strategic Fundraising Planning, Implementation and Coaching Consultation for the Irving Archives and Museum in the Total Estimated Amount of $8,000.00

Todd Hawkins, Executive Director of Arts and Culture, discussed the need for these services.

Council expressed some concerns in regard to fundraising during this time of COVID-19 and didn’t think it was the best use of the city’s funds.

Resolution -- Approving Amendment No. 1 for Renewal of the Professional Services Agreement between the City of Irving and Halff Associates, Inc., in the Total Estimated Amount of $600,000.00 for Right-of-Way Acquisition Services

Walt Thomas, Engineering Manager, Capital Improvement Program Department, described items 12 and 13 and provided some background related to acquisition of rights-of-way services and design services for large infrastructure projects.

Casey Tate, Interim Assistant City Manager, confirmed that most of the cost for these professional services include appraisals and title work but will do a cost benefit analysis on future professional service needs.
ZONING CASES AND COMPANION ITEMS

30 Ordinance -- Zoning Case #ZC19-0091 - Considering a Zoning Change from PUD (Planned Unit Development) District for C-C (Community Commercial) Uses to PUD (Planned Unit Development) District for S-P-1 (Detailed Site Plan) for R-AB (Restaurant with the Attendant Accessory Use of the Sale of Alcoholic Beverages for On-Premises Consumption), Office, Recreation and Related Uses - Approximately 2.5 Acres Located Approximately 1,000 Feet South of the Intersection of State Highway 161 and Las Colinas Boulevard - CSE Commercial Real Estate, Applicant - PR II Las Colinas, LLC, Owner

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

31 Ordinance -- ZC20-0007 - Considering a Zoning Change from S-P-1 (Detailed Site Plan) for R-AB (Restaurant with the Attendant Accessory Use of the Sale of Alcoholic Beverages for On-Premises Consumption), Convention Center, Retail. Entertainment, Hotel, Restaurant and Related Uses to S-P-1 (Detailed Site Plan) for R-AB (Restaurant with the Attendant Accessory Use of the Sale of Alcoholic Beverages for On-Premises Consumption), Convention Center, Retail. Entertainment, Hotel, Restaurant and Related Uses - Approximately 16.787 Acres Located North of Fuller Drive and West of W. Las Colinas Blvd. - the Ark Group of Irving, Inc., Applicant. City of Irving, 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.

APPOINTMENTS AND REPORTS

33 Mayor’s Report

The Mayor announced all non-essential boards and commissions meetings will be canceled that are not required by statute. Additionally, the Council will likely only hold one council meeting in April due to the need to prevent community gatherings.

ADDENDUM TO AGENDA

1 Resolution – Take appropriate action concerning declaration of local disaster for public health emergency to address COVID-19

Kuruvilla Oommen, City Attorney, outlined the declaration of local disaster process.

Council would like to bring back a fixed date to where the disaster declaration expires in 30 days. They will consider this declaration again at their meeting on April 16, 2020.
2 Ordinance - Take appropriate action concerning any necessary orders to respond to public health emergency of COVID-19

Kuruvilla Oommen, City Attorney, outlined the ordinance wording for the public health emergency of COVID-19.

4 Proposed Amendments to the Subdivision Ordinance for Plat Vacations and Abandonments by Plat

Jocelyn Murphy, Planning & Community Development Assistant Director, presented the proposed amendments to the subdivision ordinance for plat vacations and abandonments by plat.

5 Proposed Amendment to the Subdivision Ordinance to Exempt Lots in the Heritage Crossing District from the Transition and Corner Lot Width Requirements

Jocelyn Murphy, Planning & Community Development Assistant Director, presented the proposed amendment to the subdivision ordinance to exempt lots in the heritage crossing district from the transition and corner lot width requirements.

It was the consensus of the Council to not change the subdivision ordinance.

6 Proposed Amendments to the Zoning Ordinance for Carport Regulations

Steve Reed, Planning & Community Development Director, presented the proposed amendments to the zoning ordinance for carport regulations.

Council members and staff discussed the front set back restrictions and the limitations of the Council to regulate the materials of carports. They also discussed the Zoning Board of Adjustments role in the proposed ordinance amendments.

Council consensus was to keep the ordinance as it was today.

7 Discussion of Proposed Amendments to Las Colinas Supplementary Declarations

Steve Reed, Planning & Community Development Director, outlined the proposed amendments to the Las Colinas supplementary declarations, he noted staff’s recommendation is for no action by the city.

8 Irving Connects Update and Discussion on Regional Smart Cities Initiative

James Childers, Assistant City Manager, provided an update on the Irving Connects, Smart Cities initiatives that the city has implemented and the regional efforts.

Jennifer Sanders, Executive Director of Dallas Innovation Alliance, presented in more detail what Irving Connects Smart City can accomplish and the concepts surrounding the initiative.
9 Deferred Retirement Option Program (DROP) of the Irving Firemen’s Relief and Retirement Fund (FRRF) Presentation

This item will be discussed at the next meeting.

EXECUTIVE SESSION

Council convened into executive session pursuant Section 551.074 of the Texas Local Government Code to discuss the below item as well as item 32 on the regular agenda, at approximately 4:14 p.m.

10 Personnel - City Manager –
Open Meetings Act § 551.074

Council reconvened from executive session at approximately 5:40 p.m.

Council adjourned the meeting at 5:40 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, March 19, 2020 at approximately 7:00 p.m. The following members were present / absent:

<table>
<thead>
<tr>
<th>Attendee Name</th>
<th>Organization</th>
<th>Title</th>
<th>Status</th>
<th>Arrived</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rick Stopfer</td>
<td>Irving City Council</td>
<td>Mayor</td>
<td>Present</td>
<td></td>
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<tr>
<td>John C. Danish</td>
<td>Irving City Council</td>
<td>Councilman</td>
<td>Present</td>
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<tr>
<td>Allan Meagher</td>
<td>Irving City Council</td>
<td>Councilman</td>
<td>Present</td>
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<tr>
<td>Dennis Webb</td>
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<td>Phil Riddle</td>
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<td>Irving City Council</td>
<td>Councilman</td>
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<tr>
<td>Al Zapanta</td>
<td>Irving City Council</td>
<td>Councilman</td>
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<tr>
<td>Kyle Taylor</td>
<td>Irving City Council</td>
<td>Councilman</td>
<td>Absent</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>

Councilman Kyle Taylor was absent from this meeting.

**ORGANIZATIONAL SERVICE ANNOUNCEMENTS**

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

**INVOCATION**

The invocation was led by Pastor/Councilman Dennis Webb.

**PLEDGE OF ALLEGIANCE**

The pledge of allegiance was led by Councilman David Palmer.

**PROCLAMATIONS**

There were no proclamations at tonight’s meeting.
CITY COUNCIL MEETING
March 19, 2020

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.

Olivia Novelo Abreu, 700 St. Croix Green Dr., Irving, TX- Ms. Abreu spoke regarding the Heritage Senior Center and the services they provide.

CITY COUNCIL AGENDA

1  City Operations Update
   a. COVID-19 Update
      This item was not discussed at tonight’s meeting.

   b. North Texas Teen Book Festival
      Cary Siegfried, Library Services Director, provided an update on the North Texas Teen Book Festival.

   c. Census 2020 Update
      Jason Simon, Complete Count Committee chair, provided an update on the 2020 Census. He reports that surveys have been mailed out to Irving residents and the Complete Count Committee members have been at multiple events and neighborhoods in the community to promote participation in the census.

CONSENT AGENDA
Motioned by Councilman Ward, seconded by Councilman Webb to approve consent agenda items 2-29 and pull item(s) 10 for individual consideration.

Motion approved 8-0.

2  Approving Minutes for Wednesday, February 26, 2020

RESULT: ACCEPTED [UNANIMOUS]
MOVER: J. Oscar Ward, Councilman
SECONDER: Dennis Webb, Councilman
AYES: Stopfer, Danish, Meagher, Webb, Riddle, Ward, Zapanta, Palmer
ABSENT: Kyle Taylor
Approving Minutes for Wednesday, February 26, 2020

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

Ordinance No. ORD-2020-10319 -- Amending Ordinance No. 2019-10250 Providing Budget Adjustment #3 to the 2019-20 Fiscal Year Budget

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

Resolution No. RES-2020-97 -- Resolution -- Approving Amendment No. 1 to Consulting Agreement with Strategic Government Resources in the Total Not-To-Exceed Amount of $84,500 to Continue Providing Interim Communications Director Services

RESULT: ADOPTED [UNANIMOUS]
MOVER: J. Oscar Ward, Councilman
SECONDER: Dennis Webb, Councilman
AYES: Stopfer, Danish, Meagher, Webb, Riddle, Ward, Zapanta, Palmer
ABSENT: Kyle Taylor
6 Resolution No. RES-2020-98 -- Authorizing the City Manager or Designee to Negotiate and the Mayor to Execute an Electricity Supply Contract for the City of Irving Based on Best Value and Other Conditions Set by the City Council

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

7 Resolution No. RES-2020-99 -- Approving an Agreement with OverDrive, Inc. for Its Digital Delivery Platform Services in the Total Estimated Amount of $82,000

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

8 Resolution No. RES-2020-100 -- Approving a Master Subscription Agreement Between the City of Irving and NEC Corporation of America to Provide NeoFace WideNet Facial Recognition Computer Software and Related Services to the Irving Police Department in the Amount of $50,000.00

RESULT: ADOPTED [UNANIMOUS]
MOVER: J. Oscar Ward, Councilman
SECONDER: Dennis Webb, Councilman
AYES: Stopfer, Danish, Meagher, Webb, Riddle, Ward, Zapanta, Palmer
ABSENT: Kyle Taylor
9  Resolution No. RES-2020-101 -- Approving a Special Event Permit Application for the 2020 Irving Marathon, Half Marathon, 10K, 5K and Fun Run to be Held March 28, 2020 at the Toyota Music Factory, Las Colinas Boulevard, La Villita Boulevard and Riverside Drive, Irving, Texas

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

10  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 Fundraising Planning, Implementation and Coaching Consultation for the Irving Archives and Museum in the Total Estimated Amount of $8,000.00

Motioned by Councilman Meagher, seconded by Councilman Webb to Deny Resolution -- Approving the First Amendment to the Consulting Agreement Between the City of Irving and M. Gale and Associates for Strategic Fundraising Planning, Implementation and Coaching Consultation for the Irving Archives and Museum in the Total Estimated Amount of $8,000.00.

Motion to deny approved 6-2.

Councilmember(s) voting in favor of this motion include: Meagher, Webb, Danish, Riddle, Zapanta, and Palmer

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

RESULT: DENIED [6 TO 2]
MOVER: Allan Meagher, Councilman
SECONDER: Dennis Webb, Councilman
AYES: Danish, Meagher, Webb, Riddle, Zapanta, Palmer
NAYS: Mayor Rick Stopfer, J. Oscar Ward
ABSENT: Kyle Taylor
11 Resolution No. RES-2020-102 -- Approving Addendum No. 5 to the Engineering Services Agreement Between the City of Irving and Halff Associates, Inc., in the Amount of $90,000.00, for Additional Assistance with the Project Agreement Negotiations with the TxDOT Corridor Developer for the SH 183 Improvement Project and Diamond Interchange Phase II Project

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

12 Resolution No. RES-2020-103 -- Approving Amendment No. 1 for Renewal of the Professional Services Agreement between the City of Irving and Halff Associates, Inc., in the Total Estimated Amount of $600,000.00 for Right-of-Way Acquisition Services

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

13 Resolution No. RES-2020-104 -- Approving Amendment No. 1 for Renewal of the Professional Services Agreement Between the City of Irving and Teague Nall & Perkins, Inc., in the Total Estimated Amount of $400,000.00 for Right-Of-Way Acquisition Services

RESULT: ADOPTED [UNANIMOUS]
MOVER: J. Oscar Ward, Councilman
SECONDER: Dennis Webb, Councilman
AYES: Stopfer, Danish, Meagher, Webb, Riddle, Ward, Zapanta, Palmer
ABSENT: Kyle Taylor
14 Resolution No. RES-2020-105 -- Approving Change Order No. 1 to the Contract with Taurus Commercial, Inc. in the Amount of $145,447.77 for the Georgia Farrow Recreation Center Expansion Project

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

15 Resolution No. RES-2020-106 -- Approving an Agreement Between the City of Irving and Infor Public Sector, Inc., in the Total Estimated Amount of $56,190.00 for Technology Services Related to the EDispatch Mobile Upgrade

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

16 Resolution No. RES-2020-107 -- Amending City of Irving Council Resolution No. RES-2020-79 to Correct Section I. Related to Contract Renewal for Mowing and Litter Control

RESULT: ADOPTED [UNANIMOUS]
MOVER: J. Oscar Ward, Councilman
SECONDER: Dennis Webb, Councilman
AYES: Stopfer, Danish, Meagher, Webb, Riddle, Ward, Zapanta, Palmer
ABSENT: Kyle Taylor
17 Resolution No. RES-2020-108 -- Approving a Professional Services Agreement Between the City of Irving and ASM Global in an Amount Not to Exceed $110,000.00 for the Toyota Music Factory Venue Assessment & Maintenance Plan

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

18 Resolution No. RES-2020-109 -- Approving and Accepting the Proposal of Reconcile Care Management Services, PLLC, in a Total Amount Not to Exceed $541,500.00 for Coronary Calcium Screening

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

19 Resolution No. RES-2020-110 -- Renewing the Contract with Concentra Medical Services in the Estimated Amount of $87,500.00 Annually for Medical & Occupational Health Fitness and Drug Screening Services

RESULT: ADOPTED [UNANIMOUS]
MOVER: J. Oscar Ward, Councilman
SECONDER: Dennis Webb, Councilman
AYES: Stopfer, Danish, Meagher, Webb, Riddle, Ward, Zapanta, Palmer
ABSENT: Kyle Taylor
20 Resolution No. RES-2020-111 -- Approving and Accepting the Bid from Butler Animal Health, LLC dba Covetrus North America in the Total Estimated Amount of $130,000.00 for Veterinarian Vaccines, Medicines, and Related Supplies

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

21 Resolution No. RES-2020-112 -- Renewing the Contract with Crafco Inc., in the Total Estimated Amount of $67,548.00 for Crack Sealing Compound & Asphalt Cold Patch Materials

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

22 Resolution No. RES-2020-113 -- Renewing the Contract with Martin Marietta Materials in the Total Estimated Amount of $250,000.00 for Concrete Making Materials

RESULT: ADOPTED [UNANIMOUS]
MOVER: J. Oscar Ward, Councilman
SECONDER: Dennis Webb, Councilman
AYES: Stopfer, Danish, Meagher, Webb, Riddle, Ward, Zapanta, Palmer
ABSENT: Kyle Taylor
23 Resolution No. RES-2020-114 -- Renewing the Annual Contract with Dyna Pak Corporation in the Total Estimated Amount of $111,331.00 for Polyethylene Refuse and Recycling Bags

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

24 Resolution No. RES-2020-115 -- Approving Contract Assignment from Martin Eagle Oil Company, Inc., to U.S. Oil, a Division of U.S. Venture, Inc., for Unleaded Gasoline, Diesel and Biodiesel Fuels

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

25 Resolution No. RES-2020-116 -- Approving and Accepting the Bids of Universal Lubricants (PetroChoice Dynamo LLC.) and W. Douglass Distributing in the Total Estimated Amount of $75,000.00 for Automotive Fluids and Lubricants

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

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

27 Resolution No. RES-2020-118 -- Approving Amendment No. 1 for Renewal of the Services Agreement Between the City of Irving and Technology Assets, LLC, Dba Global Asset, in an Amount Not to Exceed $125,000.00 for Computer Deployment Services

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

28 Resolution No. RES-2020-119 -- Approving and Accepting the Proposal from USIC Locating Services, LLC, in a Total Estimated Amount of $175,000.00 for Fiber Optic Network Locate Services

RESULT: ADOPTED [UNANIMOUS]
MOVER: J. Oscar Ward, Councilman
SECONDER: Dennis Webb, Councilman
AYES: Stopfer, Danish, Meagher, Webb, Riddle, Ward, Zapanta, Palmer
ABSENT: Kyle Taylor
Resolution No. RES-2020-120 -- Approving and Accepting the Proposal from Commdex Consulting, LLC, in the Total Estimated Amount of $401,000.00 for Fiber Optic Network Maintenance Services

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

ZONING CASES AND COMPANION ITEMS

Ordinance No. ORD-2020-10320 -- Zoning Case #ZC19-0091 - Considering a Zoning Change from PUD (Planned Unit Development) District for C-C (Community Commercial) Uses to PUD (Planned Unit Development) District for S-P-1 (Detailed Site Plan) for R-AB (Restaurant with the Attendant Accessory Use of the Sale of Alcoholic Beverages for On-Premises Consumption), Office, Recreation and Related Uses - Approximately 2.5 Acres Located Approximately 1,000 Feet South of the Intersection of State Highway 161 and Las Colinas Boulevard - CSE Commercial Real Estate, Applicant - PR II Las Colinas, LLC, Owner.

Mayor Stopfer opened the public hearing at approximately 7:17 p.m.

The following individual(s) signed up to speak in support of this item: Bobby Stewart, 1311 Travis Circle N., Irving, TX

Mayor Stopfer closed the public hearing at approximately 7:20 p.m

Motioned by Councilman Zapanta, seconded by Councilman Riddle to Approve Ordinance -- Zoning Case #ZC19-0091 - Considering a Zoning Change from PUD (Planned Unit Development) District for C-C (Community Commercial) Uses to PUD (Planned Unit Development) District for S-P-1 (Detailed Site Plan) for R-AB (Restaurant with the Attendant Accessory Use of the Sale of Alcoholic Beverages for On-Premises Consumption), Office, Recreation and Related Uses - Approximately 2.5 Acres Located Approximately 1,000 Feet South of the Intersection of State Highway 161 and Las Colinas Boulevard - CSE Commercial Real Estate, Applicant - PR II Las Colinas, LLC, Owner.

Motion approved 8-0.
RESULT: ADOPTED [UNANIMOUS]
MOVER: Al Zapanta, Councilman
SECONDER: Phil Riddle, Councilman
AYES: Stopfer, Danish, Meagher, Webb, Riddle, Ward, Zapanta, Palmer
ABSENT: Kyle Taylor

31 Ordinance No. ORD-2020-10321 -- ZC20-0007 - Considering a Zoning Change from S-P-1 (Detailed Site Plan) for R-AB (Restaurant with the Attendant Accessory Use of the Sale of Alcoholic Beverages for On-Premises Consumption), Convention Center, Retail. Entertainment, Hotel, Restaurant and Related Uses to S-P-1 (Detailed Site Plan) for R-AB (Restaurant with the Attendant Accessory Use of the Sale of Alcoholic Beverages for On-Premises Consumption), Convention Center, Retail. Entertainment, Hotel, Restaurant and Related Uses - Approximately 16.787 Acres Located North of Fuller Drive and West of W. Las Colinas Blvd. - the Ark Group of Irving, Inc., Applicant. City of Irving, Owner

Mayor Stopfer opened the public hearing at approximately 7:20 p.m.

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

Mayor Stopfer closed the public hearing at approximately 7:23 p.m.

Motioned by Councilman Webb, seconded by Councilman Ward to Approve Ordinance-- ZC20-0007 - Considering a Zoning Change from S-P-1 (Detailed Site Plan) for R-AB (Restaurant with the Attendant Accessory Use of the Sale of Alcoholic Beverages for On-Premises Consumption), Convention Center, Retail. Entertainment, Hotel, Restaurant and Related Uses to S-P-1 (Detailed Site Plan) for R-AB (Restaurant with the Attendant Accessory Use of the Sale of Alcoholic Beverages for On-Premises Consumption), Convention Center, Retail. Entertainment, Hotel, Restaurant and Related Uses - Approximately 16.787 Acres Located North of Fuller Drive and West of W. Las Colinas Blvd. - the Ark Group of Irving, Inc., Applicant. City of Irving, Owner.

Motion approved 7-1.

Councilmember(s) voting in opposition of this motion include: Meagher
RESULT: ADOPTED [7 TO 1]
MOVER: Dennis Webb, Councilman
SECONDER: J. Oscar Ward, Councilman
AYES: Stopfer, Danish, Webb, Riddle, Ward, Zapanta, Palmer
NAYS: Allan Meagher
ABSENT: Kyle Taylor

APPOINTMENTS AND REPORTS

32 Resolution No. RES-2020-68 -- Board Appointments to the Advisory Committee on Disabilities, Irving Convention and Visitors Bureau Board (Non-Voting), Planning and Zoning Commission, Youth Council and the Zoning Board of Adjustments and Appeals to Unexpired Terms

Motioned by Councilman Palmer, seconded by Councilman Danish to Approve Resolution -- Board Appointments to the Advisory Committee on Disabilities, Irving Convention and Visitors Bureau Board (Non-Voting), Planning and Zoning Commission, Youth Council and the Zoning Board of Adjustments and Appeals to Unexpired Terms.

Irving Advisory Committee on Disabilities
Carrie Johnston, Place 9

Irving Convention and Visitors Bureau Board (Non-Voting)
Jason Turjillo, NV
Nydia Hoskins, NVH

Youth Council
David Rettinger, Place 2

Zoning Board of Adjustment and Appeals
Robert Palmer
Claire Shazad
Roberts Roderick, Alternate
William Cambell, Alternate
Ricky Ray Lightfoot, Alternate

Motion approved 8-0.
RESULT: ADOPTED [UNANIMOUS]
MOVER: Wm David Palmer, Councilman
SECONDER: John C. Danish, Councilman
AYES: Stopfer, Danish, Meagher, Webb, Riddle, Ward, Zapanta, Palmer
ABSENT: Kyle Taylor

33 Mayor's Report

The Mayor announced all non-essential boards and commissions meetings will be cancelled that are not required by state statute. Additionally, the Council will likely only hold one council meeting in April due to the need to prevent community gatherings. He also noted the importance of following the guidelines during these challenging times while supporting the local businesses.
1 Resolution No. RES-2020-121 -- Resolution – Take Appropriate Action Concerning Declaration of Local Disaster for Public Health Emergency to Address COVID-19

Motioned by Councilman Ward, seconded by Councilman Zapanta to Approve Resolution - Take appropriate action concerning declaration of local disaster for public health emergency to address COVID-19 to expire in 30 days.

Motion approved 8-0.

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

2 Ordinance No. ORD-2020-10322 -- Ordinance - Take Appropriate Action Concerning Any Necessary Orders to Respond to Public Health Emergency of COVID-19

Janet Spugnardi, Deputy City Attorney, outlined the proposed ordinance which includes consistent language from the Dallas County orders and the Governor’s orders.

Motioned by Councilman Ward, seconded by Councilman Zapanta to Approve Ordinance - Take appropriate action concerning any necessary orders to respond to public health emergency of COVID-19.

Motion approved 7-1.

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

RESULT: ADOPTED [7 TO 1]
MOVER: J. Oscar Ward, Councilman
SECONDER: Al Zapanta, Councilman
AYES: Stopfer, Danish, Meagher, Webb, Riddle, Ward, Zapanta
NAYS: Wm David Palmer
ABSENT: Kyle Taylor
Adjournment

The meeting was adjourned at approximately 7:32 p.m.

___________________________
Richard H. Stopfer, Mayor

ATTEST:

___________________________
Shanae Jennings, TRMC
City Secretary
The Irving City Council met in special session on March 31, 2020 at approximately 1:00 p.m. The following members were present / absent:

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

INDIVIDUAL CONSIDERATION

1  Ordinance ORD-2020-10323 -- Postponing the Regular Municipal Election for the Purpose of Electing the Position of Mayor and City Council Places Three (3) and Five (5), and the Special Bond Election from May 2, 2020 to November 3, 2020 or an Earlier Date Authorized by Proclamation of the Governor.

Motioned by Councilman Ward, seconded by Councilman Webb to Approve the Ordinance -- Postponing the Regular Municipal Election for the Purpose of Electing the Position of Mayor and City Council Places Three (3) and Five (5), and the Special Bond Election from May 2, 2020 to November 3, 2020 or an Earlier Date Authorized by Proclamation of the Governor.

Motion approved 9 - 0.

RESULT: ADOPTED [UNANIMOUS]

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

DISCUSSION

2  Citizen Comments on Items Listed on the Agenda

The following individuals signed up to speak on items on the agenda:

Ruby Sevcik, 2405 Kings Country Drive, Irving, TX - Item 3
3 COVID-19 Update and City Response

Chris Hillman, City Manager, presented an overview of the city’s response to the COVID-19 issue, noting that the situation and orders change quickly.

Jason Carriere, Emergency Management Coordinator, presented an update on the Coronavirus pandemic (COVID-19) and outlined the current statistics of cases in Dallas County and the State. He confirmed that at this time there have not been any deaths from COVID-19 in Irving.

Mayor Stopfer noted that the Dallas County website provides updated information on the number of cases in the county and by city multiple days a week.

Chris Hillman, City Manager, stated that the City has created a call center to manage citizen calls with questions during this issue. The number is 972-721-6655, manned Monday through Friday 8:00 a.m. to 5:00 p.m. and the email is covid-19@cityofirving.org. He also noted that additional resource information is available on the City’s website.

Victor Conley, Fire Chief, presented an update on the Fire Department’s response to this emergency and the department’s pandemic preparedness plan.

Jeff Spivey, Police Chief, presented an update on the Police Department’s response to this emergency and the department’s preparedness plan.

Todd Reck, Water Utilities Director, presented an update on the city’s water system, noting that the COVID-19 virus has not been detected in the drinking water system.

Travis Switzer, Solid Waste Services Director, presented an update on the Solid Waste Department’s plan in case of lowered staffing levels.

Joe Moses, Parks & Recreation Director, presented an update on how the shelter in place orders have affected the Parks & Recreation facilities.

Chris Hillman, City Manager, clarified that the pools are closed due to the County orders.

Maura Gast, Executive Director of the ICVB, provided an update on how the pandemic and county orders have impacted the Convention and Visitor’s Bureau and the impacts to the travel industry around the nation.

Beth Bowman, President/CEO of the Greater Irving-Las Colinas Chamber of Commerce, presented information on the Chamber of Commerce’s response to the COVID-19 pandemic. She provided information on the impacts to the business community.

David Pfaff, Chairman of the Greater Irving-Las Colinas Chamber of Commerce Board of Directors, noted that the business industry is following the guidelines during the changing environment. He described the short term assistance the federal government is doing for businesses.
Mayor Stopfer, noted the importance of washing hands, social distancing, and sheltering at home.

The meeting was adjourned at approximately 3:48 p.m.

___________________________
Richard H. Stopfer, Mayor

ATTEST:

______________________
Shanae Jennings, TRMC
City Secretary
Resolution -- Take Appropriate Action Concerning Declaration of Local Disaster for Public Health Emergency to Address COVID-19

Administrative Comments

1. This item is recommended by the City Manager’s Office and the Office of Emergency Management.

2. On March 12, 2020, Mayor Richard H. Stopfer issued a proclamation declaring a local state of disaster resulting from a public health emergency caused by the 2019 Coronavirus Disease (COVID-19). This order was effective through 11:00 a.m. on March 20, 2020.


4. On March 31, 2020, Governor Greg Abbott issued an executive order relating to statewide continuity of essential services and activities during the COVID-19 disaster, effective 12:01 a.m. on April 2, 2020 through April 30, 2020. On April 3, 2020, the County Judge extended his Order relating to COVID-19 to April 30, 2020, to align with the Governor’s executive order, and the Dallas County Commissioner’s Court ordered the continuance of its Declaration of Local Health Disaster for Public Health Emergency until May 20, 2020.

Recommendation

The resolution be approved.

ADDITIONAL COMMENTS:

Contract Required:    Review Completed By:
Previous Action:      Council Action:
Discretionary Contract Disclosure Form Required:
Certificate of Interested Parties (Form 1295) Required:
TGC 2270 Verification Form Required:

CURRENT YEAR FINANCIAL IMPACT:

XXXX-XXXX-XXXX-XXXX, XXXX-XXXX-XXXX-XXXX  Budget: $9,999.99  Actual:
$9,999.99
P0__________, P0___________
Budget Adjustment/Transfer Required: Yes\No (If yes, please explain.)

REVISION INFORMATION:

Prepared: 4/2/2020 10:40 AM by Anthony Cao
A RESOLUTION RATIFYING AND EXTENDING THE MARCH 12, 2020 DECLARATION OF LOCAL DISASTER FOR PUBLIC HEALTH EMERGENCY UNTIL MAY 8, 2020; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, on the 12th day of March, 2020, the Mayor issued a proclamation declaring a local state of disaster for the City of Irving, Texas, resulting from a public health emergency caused by the disease COVID-19; and

WHEREAS, the existence of the public health emergency necessitating declaration of a local state of disaster remains as the disease COVID-19 continues to spread through the world, state, and region, with increasing COVID-19 cases confirmed in Dallas County; and

WHEREAS, § 418.108 (b) of the Texas Government Code provides that a local state of disaster may not be continued for a period in excess of seven days without the consent of the governing body of the political subdivision; and

WHEREAS, the City Council of the City of Irving, ratified and extended the Mayor’s March 12, 2020, Declaration of Local Disaster for Public Health Emergency until April 18, 2020;

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

SECTION 1. That the local state of disaster proclaimed for the City of Irving by the Mayor on the 12th day of March, 2020 shall be ratified and shall continue in effect until 11:59 p.m. on May 8, 2020; provided however that this declaration may be terminated before May 8, 2020 by subsequent order of the City Council, and may be continued or renewed beyond May 8, 2020 only with the consent of the City Council of the City of Irving.

SECTION 2. Pursuant to §418.018 (c) of the Government Code, the declaration shall be given prompt and general publicity and shall be filed promptly with the City Secretary.

SECTION 3. That this resolution shall become effective immediately upon passage.
PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS,
on April 16, 2020.

____________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

____________________________
Shanae Jennings
City Secretary

APPROVED AS TO FORM:

____________________________
Kuruvilla Oomen
City Attorney
Resolution -- Awarding a Contract to SYB Construction Company, Inc., in the Amount of $287,657.50 for the 2020 Miscellaneous (Neighborhood) Drainage Improvements Section I Project

Administrative Comments

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

2. Impact: This project will address drainage system issues at various locations within the City of Irving. Work includes new drainage systems in locations that don’t have adequate systems in place and repair of existing systems that have failed resulting in the system backing up.

3. The work to be performed under this contract consists of installing 467 LF of reinforced concrete storm pipe, 164 LF of HDPE storm pipe, two curb inlets, and three area inlets.

4. Bids were received from 2 bidders. SYB Construction Company, Inc., submitted the lowest responsive responsible bid of $287,657.50. This is, (1.5%) above the project estimate.

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

6. Funding in the amount of $287,657.50 is available within the Municipal Drainage Utility Non-Bond CIP Fund.

Recommendation

The resolution be approved.

ADDITIONAL COMMENTS:

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

Bid notices were sent to 1,202 contractors. Of those, 292 are M/WBE.

On March 13, bids were received for the 2020 Miscellaneous (Neighborhood) Drainage Improvements Section I Project. Purchasing has assigned ITB # 091D-20F for tracking purposes.

The following is a tabulation of the bids received:

<table>
<thead>
<tr>
<th>Bidder</th>
<th>Base Bid</th>
<th>Calendar Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>SYB Construction Company, Inc.</td>
<td>$287,657.50</td>
<td>84</td>
</tr>
<tr>
<td>Canary Construction</td>
<td>$452,211.00</td>
<td>84</td>
</tr>
</tbody>
</table>
ATTACHMENTS:
Neighborhood Drainage Sec I Presentation (PDF)
108 W. Northgate Dr Exhibit (PDF)
208 Steeplechase Dr Exhibit (PDF)
Cooper Drive Exhibit (PDF)

CURRENT YEAR FINANCIAL IMPACT:
52046301-700215-63CIP13007-CONS-DRNG
Budget: $287,657.50 Actual: $287,657.50
REQ# 12003000
Budget Adjustment/Transfer Required: No

REVISION INFORMATION:
Prepared: 3/17/2020 11:13 AM by Maria Guzman
Last Updated: 4/9/2020 03:47 PM by Dean James Roggia
CITY OF IRVING

COUNCIL RESOLUTION NO. (ID # 10907)

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

SECTION I. THAT the City Council hereby approves and accepts the bid of SYB Construction Company, Inc., in the amount of $287,657.50 for the 2020 Miscellaneous (Neighborhood) Drainage Improvements Section I Project and authorizes the Mayor, upon receipt of all necessary documents from said company and upon approval of the City Attorney’s Office, to execute any necessary contract.

SECTION II. THAT funding for this expenditure is available within the Municipal Drainage Utility Non-Bond CIP Fund.

SECTION III. THAT this resolution shall take effect on or 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
2020 Neighborhood Drainage Improvements Section I
– Municipal Drainage Utility

Council Work Session
April 16, 2020

Attachment: Neighborhood Drainage Sec I Presentation (10907 : 41 AWD for 2020 Misc
Packet Pg. 49
Includes 3 Subprojects

• Northgate Drive
  – *Storm water is currently ponding within the easement in the backyards*
  – 18” Dome Grates, 164 LF of 8” HDPE Pipe, 75 LF Remove/Replace Wood Fence, Sod
  – One 4-foot Drainage Easement Secured
  – $ 58,932.00

• Steeplechase Drive
  – *The existing storm pipe is broken at the pipe joints and has eroded voids which is allowing to flood backyards adjacent to the golf course*
  – 136 LF of 18” RCP storm pipe, 90 LF Remove/replace wood fence, sod
  – Project within existing 15-foot Utility easement
  – $ 78,400.00

• Cooper Drive
  – *Storm water is flowing from the north and flooding front yards on the north side of Grauwyler Road*
  – 272 LF of 33” RCP storm pipe, 1 – 10’ curb inlet and a 15’ curb inlet
  – Project within Street right-of-way
  – $150,325.50
Northgate Drive

108 W. NORTHGATE DR DRAINAGE IMPROVEMENT
Steeplechase Drive

208 STEEPLECHASE DR DRAINAGE IMPROVEMENT
Steeplechase Drive
Cooper Drive
Recommendation for Award

• Bids were received from 2 bidders on March 13, 2020
• SYB Construction Company, Inc. submitted the lowest responsive responsible bid in amount of $287,657.50
  – This is $4,251.10 (1.5%) above engineers estimate
  – 100% M/WBE participation
• 84 calendar days
Discussion

Attachment: Neighborhood Drainage Sec I Presentation (10907 : 41 AWD for 2020 Misc
208 STEEPLECHASE DR DRAINAGE IMPROVEMENT
2020 MISCELLANEOUS DRAINAGE-COOPER DRIVE IMPROVEMENTS

Attachment: Cooper Drive Exhibit (10907 : 41 AWD for 2020 Misc Drainage Improvements)
Resolution -- Awarding a Contract to SYB Construction Company, Inc., in the Amount of $2,145,357.46 for the Oakdale-Rindie Water & Wastewater Improvements Project

Administrative Comments

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

2. Impact: This work is part of the priority replacements for the Water Utilities Department. This project impacts approximately 40 residential properties and three (3) commercial properties (Meadow Oaks Mobile Home Park, Living Word Global Church, and Nimitz High School) and will improve water and wastewater systems.

3. This project will replace the water and wastewater mains along West Oakdale Road from Cactus Court to Robinson Street and along Rindie Street from W Oakdale Road to 1805 Rindie Street.

4. Bids were received from one (1) bidder and an additional four (4) bidders were declared non-responsive for not properly submitting their project experience records as clearly stated in the solicitation. SYB Construction Company, Inc. submitted the lowest responsive responsible bid of $2,145,357.46. This is $250,297.54 (10.45%) below the funding allocated for this project.

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

6. Funding in the amount of $2,145,357.46 is available within the Water and Sewer System Non-Bond CIP Fund.

Recommendation

The resolution be approved.

ADDITIONAL COMMENTS:

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

Bid notices were sent to 1,289 contractors. Of those, 304 were M/WBE.

On 03/27/2020, bids were received for the Oakdale-Rindie Water & Wastewater Improvements Project. Purchasing has assigned ITB # 096D-20F for tracking purposes. The following is a tabulation of the bids received:
<table>
<thead>
<tr>
<th>Bidder</th>
<th>Base Bid</th>
<th>Calendar Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>Muniz Construction, Inc.</td>
<td>NON-RESPONSIVE</td>
<td></td>
</tr>
<tr>
<td>SYB Construction Company, Inc.</td>
<td>$2,145,357.46</td>
<td>210</td>
</tr>
<tr>
<td>Canary Construction</td>
<td>NON-RESPONSIVE</td>
<td></td>
</tr>
<tr>
<td>Joe Funk Construction</td>
<td>NON-RESPONSIVE</td>
<td></td>
</tr>
<tr>
<td>M-CO Construction, Inc.</td>
<td>NON-RESPONSIVE</td>
<td></td>
</tr>
</tbody>
</table>

**ATTACHMENTS:**
- ELMO Oakdale-Rindie (PDF)
- Oakdale-Rindie W-WW Bid Tab With EOPCC (PDF)
- Oakdale-Rindie W & WW Improvements Presentation (PDF)

**CURRENT YEAR FINANCIAL IMPACT:**

50206012-700200-41CIP20033-CONS-WTR-NB:
Budget: $1,280,277.41  Actual: $1,280,277.41

50206014-700210-41CIP20033-CONS-SWR-NB:
Budget: $ 865,080.05  Actual: $ 865,080.05

**REVISION INFORMATION:**
Prepared: 3/18/2020 02:06 PM by Maria Guzman
Last Updated: 4/9/2020 04:12 PM by Dean James Roggia
BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS:

SECTION I. THAT the City Council hereby approves and accepts the bid of SYB Construction Company, Inc., in the amount of $2,145,357.46 for the Oakdale-Rindie Water & Wastewater Improvements Project and authorizes the Mayor, upon receipt of all necessary documents from said company and upon approval of the City Attorney’s Office, to execute any necessary contract.

SECTION II. THAT funding for this expenditure is available within the 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
<table>
<thead>
<tr>
<th>SPEC #</th>
<th>LINE #</th>
<th>COLUMN 1</th>
<th>COLUMN 2</th>
<th>COLUMN 3</th>
<th>COLUMN 4</th>
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</tr>
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<td>Unit Size</td>
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<td>$ 500.00</td>
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<td></td>
<td></td>
</tr>
</tbody>
</table>

**Packet Pg. 67**

Attachment: Oakdale-Rindie WW Bid Tab With EOCC (10911 : 41 AWD for Oakdale-Rindie WW Improvements)
## BID TABULATION WITH ENGINEER’S OPINION OF PROBABLE CONSTRUCTION COST

**W. OAKDALE RD & RINDIE ST WATER & WASTEWATER IMPROVEMENTS**

<table>
<thead>
<tr>
<th>SPEC #</th>
<th>LINE #</th>
<th>COMM SORT</th>
<th>ITEM DESCRIPTION</th>
<th>QTY</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>EXTENDED PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>02501</td>
<td>94</td>
<td>38</td>
<td>6-in Thick Reinforced Concrete Pavement (Remove &amp; Replace)</td>
<td>120.00</td>
<td>SY</td>
<td>80.00 $</td>
<td>9,600.00 $</td>
</tr>
<tr>
<td>02501</td>
<td>95</td>
<td>38</td>
<td>8-in Thick Reinforced Concrete Pavement (Remove &amp; Replace)</td>
<td>3,058.00</td>
<td>SY</td>
<td>115.00 $</td>
<td>351,670.00 $</td>
</tr>
<tr>
<td>02501</td>
<td>96</td>
<td>38</td>
<td>10-in Thick Reinforced Concrete Pavement (Remove &amp; Replace)</td>
<td>120.00</td>
<td>SY</td>
<td>145.00 $</td>
<td>17,400.00 $</td>
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<tr>
<td>02602</td>
<td>97</td>
<td>38</td>
<td>6-in Integral Concrete Curb (Remove &amp; Replace)</td>
<td>912.00</td>
<td>LF</td>
<td>15.00 $</td>
<td>9,120.00 $</td>
</tr>
<tr>
<td>02602</td>
<td>98</td>
<td>38</td>
<td>6-in Concrete Curb &amp; Gutter (Remove &amp; Replace)</td>
<td>912.00</td>
<td>LF</td>
<td>15.00 $</td>
<td>9,120.00 $</td>
</tr>
<tr>
<td>02620</td>
<td>99</td>
<td>38</td>
<td>Unclassified Roadway Excavation</td>
<td>844.00</td>
<td>CY</td>
<td>30.00 $</td>
<td>25,320.00 $</td>
</tr>
<tr>
<td>02506</td>
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<td>SY</td>
<td>25.00 $</td>
<td>94,875.00 $</td>
</tr>
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<td>02507</td>
<td>101</td>
<td>38</td>
<td>Subgrade Preparation</td>
<td>912.00</td>
<td>SY</td>
<td>15.00 $</td>
<td>9,120.00 $</td>
</tr>
</tbody>
</table>

**SYB Construction Company, Inc.**

**EOPCC**

<table>
<thead>
<tr>
<th>ITEM DESCRIPTION</th>
<th>QTY</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>EXTENDED PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>6-in Thick Reinforced Concrete Pavement (Remove &amp; Replace)</td>
<td>120.00</td>
<td>SY</td>
<td>80.00 $</td>
<td>9,600.00 $</td>
</tr>
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<td>8-in Thick Reinforced Concrete Pavement (Remove &amp; Replace)</td>
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<td>SY</td>
<td>115.00 $</td>
<td>351,670.00 $</td>
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<tr>
<td>10-in Thick Reinforced Concrete Pavement (Remove &amp; Replace)</td>
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<td>145.00 $</td>
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<td>15.00 $</td>
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</tr>
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<td>844.00</td>
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<tr>
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<td>3,795.00</td>
<td>SY</td>
<td>25.00 $</td>
<td>94,875.00 $</td>
</tr>
<tr>
<td>Subgrade Preparation</td>
<td>912.00</td>
<td>SY</td>
<td>15.00 $</td>
<td>9,120.00 $</td>
</tr>
</tbody>
</table>

**TOTAL ALL WATER BOND FUND COSTS**

581,074.00 $     436,035.00 $

**TOTAL ALL SANITARY SEWER BOND FUND COSTS**

278,964.00 $     226,296.80 $

**TOTAL PROJECT COST**

2,395,655.00 $     2,145,357.46 $

**NOTE:** FOUR ADDITIONAL NON-RESPONSIVE BIDS WERE RECEIVED FROM MUNIZ CONSTRUCTION, INC., CANARY CONSTRUCTION, JOE FUNK CONSTRUCTION AND M-CO CONSTRUCTION. THESE FOUR BIDS WERE DETERMINED TO BE NON-RESPONSIVE BECAUSE ALL FAILED TO PROPERLY SUBMIT THEIR PROJECT EXPERIENCE AS CLEARLY STATED IN THE SOLICITATION.
Oakdale-Rindie Water & Wastewater Improvements

Work Session

April 16, 2020
Project Overview

- Part of Water Utilities annual water and wastewater replacement funding
- Project includes:
  - ±2,160 LF of 6” to 8” water main by open cut
  - ±1,750 LF of 4” to 8” wastewater main by open cut
  - ±4,800 SY 8” reinforced concrete pavement replacement
- Will improve water and wastewater service for 40 residential and 3 commercial properties
- Pavement repairs include full panel replacement along Oakdale and trench patch along Rindie
- Contractor required to complete 100% of work in Oakdale ROW by 8-7-2020 (LD’s apply) as Irving ISD starts school on 8-17-2020
Project Bid

- Bid opening conducted on March 27, 2020
- Received 5 bids between $1.99 and 2.69 million
- All bids except SYB’s declared non-responsive for not properly submitting their project experience records
- The only responsive and responsible bidder was SYB Construction Company, Inc.
  - SYB’s bid was $250,297.54 (10.45%) below Engineer’s Estimate
- Recommend award on April 16 City Council Agenda
- Funding:
  - $2,145,357.46 Water and Sewer Non-Bond CIP Fund
Discussion
Resolution -- Approving the Acquisition of a Public Right of Way Easement and a Right of Entry and Temporary Construction Easement for the Parkside Water and Wastewater Improvements Project in the Amount of $14,613.00, and Acknowledging Receipt of the Trust Agreement Identifying the True Owner of the Property to be Purchased by the City of Irving in Accordance with Section 2252.092, Texas Government Code - Located at 2132 Parkside Avenue - Ross (Wayne) Ryan Irrevocable Trust, Property Owner

Administrative Comments

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

2. Impact: The City has completed design of the Parkside Wastewater Improvement Project and will need to acquire a 2710 square foot permanent easement and a 2,977 square foot temporary construction easement to install a future wastewater main on and along the property located at 2132 Parkside Avenue owned by the Ross Ryan Irrevocable Trust.

3. Funding in the amount of $14,613.00 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: Yes
TGC 2270 Verification Form Required: Yes

ATTACHMENTS:

Perm Easement Instrument for 2132 Parkside Ave  (PDF)
Temp Easement Instrument for 2132 Parkside Ave  (PDF)
CURRENT YEAR FINANCIAL IMPACT:

50206014-700003-41CIP20027-LAND/ROW
Budget: $14,613.00  Actual: $14,613.00
Budget Adjustment/Transfer Required: No  (If yes, please explain.)

REVISION INFORMATION:

Prepared: 3/23/2020 01:43 PM by Maria Guzman
Last Updated: 4/9/2020 06:06 PM by Dean James Roggia
BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS:

SECTION I. THAT the City Council hereby acknowledges receipt of the trust agreement which identifies the true owner of the property in this acquisition, in accordance with Section 2252.092, Texas Government Code.

SECTION II. THAT the City Council hereby approves the attached Public Right of Way Easement and Right of Entry and Temporary Construction Easement with the Ross (Wayne) Ryan Irrevocable Trust, in the amount of $14,613.00, located at 2132 Parkside Avenue, for the Parkside Water and Wastewater Improvements Project, and the Mayor is authorized to execute any related conveyance documents.

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

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


____________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

____________________________
Shanae Jennings
City Secretary

APPROVED AS TO FORM:

____________________________
Kuruvilla Oommen
City Attorney
PUBLIC RIGHT OF WAY EASEMENT

STATE OF TEXAS  §

COUNTY OF DALLAS  §

THAT SUZANNE RYAN BROCKENBUSH ALSO KNOWN AS SARAH SUZANNE RYAN BROCKENBUSH AND MARYKAY SMITH, AS TRUSTEES OF THE ROSS RYAN IRREVOCABLE TRUST ("Grantor"), for and in consideration of the sum of Six Thousand Six Hundred Six and No/100 Dollars ($6,606.00) and other good and valuable consideration to the Grantor paid by the City of Irving, a Texas municipal corporation, its successors and assigns ("Grantee"), the receipt and sufficiency of which is hereby acknowledged and confessed, has GRANTED, SOLD and CONVEYED, and does hereby GRANT, SELL and CONVEY unto Grantee, its successors and assigns, a perpetual public right of way easement (the “Easement”) for the purposes more fully set forth below, in, over, and across that certain real property described in Exhibit “A” attached hereto and made a part hereof for all purposes (the “Easement Property”).

The Easement shall be for the public use and forever benefit all public purposes including, but not limited to, all street purposes and other municipal purposes and the right of the Grantee and its assigns to lay, install, operate, repair, replace, remove, and reconstruct any and all streets, public utilities, including but not limited to, water lines, sanitary sewer, drainage, and storm sewer lines and canals, gas lines, telephone poles and lines, telecommunications, electrical power lines and appurtenances (“Public Improvements”). The Easement is further hereby granted and reserved for the mutual use and accommodation of the Grantee and all public utilities desiring to use or using the same for Public Improvements.

Grantee shall have the right to remove and keep removed all or part of any residence, building, fences, trees, shrubs or other improvements, growths or obstructions which may in any way endanger or interfere with the construction, maintenance, operation or efficiency of all or any part of the Public Improvements on the Easement Property. Grantee and all public utilities shall at all times have the full right of ingress and egress to and from and upon the Easement Property for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining and adding to or removing all or part of the respective Public Improvements without the permission of anyone.

TO HAVE AND TO HOLD the above described Easement, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee, its successors and assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors, and assigns to warrant and forever defend all and singular the said premises unto the Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Signatures on next page.
EXECUTED this 20 day of March, 2020.

GRANTOR(S):

Suzanne Ryan Brockenbush also known as Sarah Suzanne Ryan Brockenbush, Trustee of the Ross Ryan Irrevocable Trust

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 Suzanne Ryan Brockenbush also known as Sarah Suzanne Ryan Brockenbush, Trustee of the Ross Ryan Irrevocable Trust, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 20 day of March, A.D. 2020.

Notarial Seal

Notary Public In and For Dallas County, Texas

JOHNATHAN A. RIVERA
Notary Public, State of Texas
Comm. Expires 10-03-2020
Notary ID 138648343
GRANTOR(S):

MaryKay Smith, Trustee of the Ross Ryan Irrevocable Trust

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 MaryKay Smith, Trustee of the Ross Ryan Irrevocable Trust, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 20 day of March, A.D. 2020.

Notarized Seal

JOHNATHAN A. RIVERA
Notary Public, State of Texas
Comm. Expires 10-03-2020
Notary ID 130846343

Notary Public In and For Dallas County, Texas
GRANTEE: CITY OF IRVING, TEXAS
A Municipal Corporation
BY:

__________________________
Richard H. Stopfer, Mayor

ATTEST:

__________________________  APPROVED AS TO FORM;
Shanae Jennings,          Kuruvilla Oommen
City Secretary            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. 2020.

__________________________
Notary Public In and For Dallas County, Texas

My Commission Expires:
After Recording Return To:

City of Irving
Real Estate Services Dept, 2nd Floor
825 W. Irving Blvd.
Irving, Texas 75060
EXHIBIT “A”
2,710 SQUARE FOOT TRACT
Part of Lot 1, Block A of Ryan’s Irv-Tex Addition
B.B.B. & C. Railroad Company Survey, Abstract Number 204
City of Irving, Dallas County, Texas

BEING a 2,710 square foot (0.062 acre) tract of land situated in the B.B.B. & C. Railroad Company Survey, Abstract Number 204, in the City of Irving, Dallas County, Texas, being part of Lot 1, Block A of Ryan's Irv-Tex Addition, an addition to the City of Irving, Texas, according to the plat recorded in Volume 97222, Page 4995, Deed Records of Dallas County, Texas, and being part of that certain tract of land described in the Special Warranty Deed to Suzanne Ryan Brockenbush and Marykay Smith, as Trustees of the Ross Ryan Irrevocable Trust, recorded in Instrument Number 201900117444, Official Public Records of Dallas County, Texas, said 2,710 square foot tract being more particularly described as follows:

COMMENCING in the south right-of-way line of Parkside Avenue, a 50 foot right-of-way according to the plat of Green Oaks No. 5, an addition to the City of Irving, Texas, recorded in Volume 29, Page 135, Map Records of Dallas County, Texas, at the northwest corner of said Lot 1;

THENCE South 89 degrees 29 minutes 10 seconds East, along the south right-of-way line of said Parkside Avenue, a distance of 15.00 feet to the northeast corner of a drainage and utility easement, 15 feet wide, described in the deed to the City of Irving recorded in Volume 5273, Page 4, Deed Records of Dallas County, Texas;

THENCE South 00 degrees 23 minutes 32 seconds West, along the east line of said drainage and utility easement, a distance of 12.50 feet to the POINT OF BEGINNING in the south line of a sight and utility easement, 10 feet wide, as depicted on said plat of Ryan’s Irv-Tex Addition;

THENCE South 89 degrees 29 minutes 10 seconds East, along the south line of said sight and utility easement, a distance of 15.00 feet to a point for corner;

THENCE in a southerly direction, crossing said Lot 1, the following two (2) courses:

1. South 00 degrees 23 minutes 32 seconds West, a distance of 132.43 feet to a point for corner;

2. South 29 degrees 36 minutes 28 seconds East, a distance of 48.60 feet to a point for corner in the north line of that certain tract of land described in the Deed Without Warranty to Dallas Area Rapid Transit and Fort Worth Transportation Authority recorded in Volume 99251, Page 3713, Deed Records of Dallas County, Texas;

THENCE North 89 degrees 29 minutes 10 seconds West, along the north line of said Dallas Area Rapid Transit and Fort Worth Transportation Authority tract, a distance of 17.34 feet to the southeast corner of the aforesaid drainage and utility easement;
EXHIBIT "A"

2,710 SQUARE FOOT TRACT
Part of Lot 1, Block A of Ryan's Irv-Tex Addition
B.B.B. & C. Railroad Company Survey, Abstract Number 204
City of Irving, Dallas County, Texas

THENCE in a northerly direction, along the east line of said drainage and utility easement, the following two (2) courses:

1. North 29 degrees 36 minutes 28 seconds West, a distance of 43.92 feet to a point for corner;

2. North 00 degrees 23 minutes 32 seconds East, a distance of 136.48 feet to the POINT OF BEGINNING, containing 2,710 square feet or 0.062 acre of land.

All bearings are based on State Plane Coordinates, Texas North Central Zone 4202, North American Datum of 1983.

This description is accompanied by a survey plat of even date.

I, Christopher Maman, hereby certify that the above description was prepared from an actual survey performed on the ground under my supervision.

Christopher Maman
Registered Professional Land Surveyor
Texas Registration No. 5532

City of Irving
Capital Improvement Program
Texas Registered Survey Firm No. 10174800
825 W. Irving Boulevard
Irving, Texas 75060
Phone: 972.721.2611

Page 2 of 3
PUBLIC RIGHT OF WAY EASEMENT

STATE OF TEXAS § KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF DALLAS §

THAT SUZANNE RYAN BROCKENBUSH ALSO KNOWN AS SARAH SUZANNE RYAN BROCKENBUSH AND MARYKAY SMITH, AS TRUSTEES OF THE ROSS RYAN IRREVOCABLE TRUST ("Grantor"), for and in consideration of the sum of Six Thousand Six Hundred Six and No/100 Dollars ($6,606.00) and other good and valuable consideration to the Grantor paid by the City of Irving, a Texas municipal corporation, its successors and assigns ("Grantee"), the receipt and sufficiency of which is hereby acknowledged and confessed, has GRANTED, SOLD and CONVEYED, and does hereby GRANT, SELL and CONVEY unto Grantee, its successors and assigns, a perpetual public right of way easement (the "Easement") for the purposes more fully set forth below, in, over, and across that certain real property described in Exhibit "A" attached hereto and made a part hereof for all purposes (the "Easement Property").

The Easement shall be for the public use and forever benefit all public purposes including, but not limited to, all street purposes and other municipal purposes and the right of the Grantee and its assigns to lay, install, operate, repair, replace, remove, and reconstruct any and all streets, public utilities, including but not limited to, water lines, sanitary sewer, drainage, and storm sewer lines and canals, gas lines, telephone poles and lines, telecommunications, electrical power lines and appurtenances ("Public Improvements"). The Easement is further hereby granted and reserved for the mutual use and accommodation of the Grantee and all public utilities desiring to use or using the same for Public Improvements.

Grantee shall have the right to remove and keep removed all or part of any residence, building, fences, trees, shrubs or other improvements, growths or obstructions which may in any way endanger or interfere with the construction, maintenance, operation or efficiency of all or any part of the Public Improvements on the Easement Property. Grantee and all public utilities shall at all times have the full right of ingress and egress to and from and upon the Easement Property for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining and adding to or removing all or part of the respective Public Improvements without the permission of anyone.

TO HAVE AND TO HOLD the above described Easement, together with all and singular the rights and appurtenances thereunto in anywise belonging unto Grantee, its successors and assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors, and assigns to warrant and forever defend all and singular the said premises unto the Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Signatures on next page.
EXECUTED this 20 day of March, 2020.

GRANTOR(S):

Suzanne Ryan Brockenbush also known as Sarah Suzanne Ryan Brockenbush, Trustee of the Ross Ryan Irrevocable Trust

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 Suzanne Ryan Brockenbush also known as Sarah Suzanne Ryan Brockenbush, Trustee of the Ross Ryan Irrevocable Trust, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 20 day of March, A.D. 2020.

Notarial Seal  

Notary Public In and For Dallas County, Texas

JOHNATHAN A. RIVERA  
Notary Public, State of Texas  
Comm. Expires 10-03-2020  
Notary ID 130848343
GRANTOR(S):

MaryKay Smith, Trustee of the Ross Ryan Irrevocable Trust

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 MaryKay Smith, Trustee of the Ross Ryan Irrevocable Trust, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 20 day of March, A.D. 2020.

Notarial Seal

JOHNATHAN A. RIVERA
Notary Public, State of Texas
Comm. Expires 10-03-2020
Notary ID 130848343

Notary Public In and For Dallas County, Texas
GRANTEE: CITY OF IRVING, TEXAS
A Municipal Corporation

BY:

______________
Richard H. Stopfer, Mayor

ATTEST:

____________________
Shanae Jennings,
City Secretary

____________________
Kuruvilla Oommen
City Attorney

APPROVED AS TO FORM;

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. 2020.

______________________________
Notary Public In and For Dallas County, Texas

My Commission Expires:

______________________________
After Recording Return To:

City of Irving
Real Estate Services Dept, 2nd Floor
825 W. Irving Blvd.
Irving, Texas 75060
EXHIBIT "A"
2,710 SQUARE FOOT TRACT
Part of Lot 1, Block A of Ryan's Irv-Tex Addition
B.B.B. & C. Railroad Company Survey, Abstract Number 204
City of Irving, Dallas County, Texas

BEING a 2,710 square foot (0.062 acre) tract of land situated in the B.B.B. & C. Railroad Company Survey, Abstract Number 204, in the City of Irving, Dallas County, Texas, being part of Lot 1, Block A of Ryan's Irv-Tex Addition, an addition to the City of Irving, Texas, according to the plat recorded in Volume 97222, Page 4995, Deed Records of Dallas County, Texas, and being part of that certain tract of land described in the Special Warranty Deed to Suzanne Ryan Brockenbush and Marykay Smith, as Trustees of the Ross Ryan Irrevocable Trust, recorded in Instrument Number 201900117444, Official Public Records of Dallas County, Texas, said 2,710 square foot tract being more particularly described as follows:

COMMENCING in the south right-of-way line of Parkside Avenue, a 50 foot right-of-way according to the plat of Green Oaks No. 5, an addition to the City of Irving, Texas, recorded in Volume 29, Page 135, Map Records of Dallas County, Texas, at the northwest corner of said Lot 1;

THENCE South 89 degrees 29 minutes 10 seconds East, along the south right-of-way line of said Parkside Avenue, a distance of 15.00 feet to the northeast corner of a drainage and utility easement, 15 feet wide, described in the deed to the City of Irving recorded in Volume 5273, Page 4, Deed Records of Dallas County, Texas;

THENCE South 00 degrees 23 minutes 32 seconds West, along the east line of said drainage and utility easement, a distance of 12.50 feet to the POINT OF BEGINNING in the south line of said sight and utility easement, 10 feet wide, as depicted on said plat of Ryan's Irv-Tex Addition;

THENCE South 89 degrees 29 minutes 10 seconds East, along the south line of said sight and utility easement, a distance of 15.00 feet to a point for corner;

THENCE in a southerly direction, crossing said Lot 1, the following two (2) courses:

1. South 00 degrees 23 minutes 32 seconds West, a distance of 132.43 feet to a point for corner;

2. South 29 degrees 36 minutes 28 seconds East, a distance of 48.60 feet to a point for corner in the north line of that certain tract of land described in the Deed Without Warranty to Dallas Area Rapid Transit and Fort Worth Transportation Authority recorded in Volume 99251, Page 3713, Deed Records of Dallas County, Texas;

THENCE North 89 degrees 29 minutes 10 seconds West, along the north line of said Dallas Area Rapid Transit and Fort Worth Transportation Authority tract, a distance of 17.34 feet to the southeast corner of the aforesaid drainage and utility easement;
EXHIBIT "A"
2,710 SQUARE FOOT TRACT
Part of Lot 1, Block A of Ryan's Irv-Tex Addition
B.B.B. & C. Railroad Company Survey, Abstract Number 204
City of Irving, Dallas County, Texas

THENCE in a northerly direction, along the east line of said drainage and utility easement, the following two (2) courses:

1. North 29 degrees 36 minutes 28 seconds West, a distance of 43.92 feet to a point for corner;

2. North 00 degrees 23 minutes 32 seconds East, a distance of 136.48 feet to the POINT OF BEGINNING, containing 2,710 square feet or 0.062 acre of land.

All bearings are based on State Plane Coordinates, Texas North Central Zone 4202, North American Datum of 1983.

This description is accompanied by a survey plat of even date.

I, Christopher Maman, hereby certify that the above description was prepared from an actual survey performed on the ground under my supervision.

Christopher Maman
Registered Professional Land Surveyor
Texas Registration No. 5532

City of Irving
Capital Improvement Program
Texas Registered Survey Firm No. 10174800
825 W. Irving Boulevard
Irving, Texas 75060
Phone: 972.721.2611
Resolution -- Approving the Acquisition of Real Property for Right-Of-Way and Other Municipal Purposes in the Amount of $26,758.00 at 1521 Lindy Lane

Administrative Comments
1. This item is recommended by the Capital Improvement Program (CIP) Department and Traffic and Transportation Department.
2. Impact: This agreement is utilized to support the Road to the Future program. Road to the Future has requested this acquisition to allow for expansion of Lindy Lane. The negotiated amount is in excess of $15,000 and therefore must be presented to City Council for approval.
3. Funding in the amount of $26,758.00 is available within the Street Improvement Bond Fund.

Recommendation
The resolution be approved.

ADDITIONAL COMMENTS:

Contract Required: Yes        Review Completed By: Dean Roggia
Previous Action:               Council Action:
Discretionary Contract Disclosure Form Required: No
Certificate of Interested Parties (Form 1295) Required: Yes
TGC 2270 Form Required: Yes
Comments:

ATTACHMENTS:
Map Exhibit for 1521 Lindy Lane (PDF)
Sales Contract for 1521 Lindy Lane (PDF)

CURRENT YEAR FINANCIAL IMPACT:
40104100-700003-41CIP18029-LAND/ROW
Budget $26,758.00    Actual: $26,758.00
Budget Transfer/Adjustment Required: No

REVISION INFORMATION:
Prepared: 3/23/2020 02:32 PM by Maria Guzman
Last Updated: 4/9/2020 03:04 PM by Dean James Roggia
BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS:

SECTION I. THAT the City Council hereby approves the attached Sales Contract for the acquisition of 4,865 square feet of real property located at 1521 Lindy Lane, and owned by Khanh Nguyen, Oanh Kieu Thi Tran, and Annie Nguyen, in the Amount of $26,758.00, 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
SALES CONTRACT

STATE OF TEXAS §
COUNTY OF DALLAS §

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:

WARRANTY DEED

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:
   4,865 square feet (0.112 ac.) of property valued at $5.50 per sq. ft.,
as rounded.................................................................$26,758.00
   TOTAL COMPENSATION......................................................$26,758.00

2. Seller will convey good and marketable title to the property areas. Prior to closing and before any purchase money is paid, any owner who is a Trust must submit a copy of the Trust Agreement identifying the true owner of the property to the Irving City Council in compliance with Sec. 2252.092, Tex. Govt. Code. The City Council must pass a resolution acknowledging receipt of the Trust Document and approving the sale of the property.

3. 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: Leslie Smith 972-528-6071). Any Seller requested exceptions to Title Insurance must be approved by the City Attorney of Irving.

4. 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 and for any damages that may be claimed or asserted by virtue of the establishment and construction of the improvements the City of Irving shall construct, establish or erect.

EXECUTED this ___ day of March ________________, 2020.

[Signature]

[Signature]

[Signature]

ACCEPTED BY
CITY OF IRVING, TEXAS

BY: _____________________________
    RICHARD H. STOPFER, MAYOR
CITY: IRVING
COUNTY: DALLAS
PARCEL NO. 1
PROJECT: LINDY LANE

Legal Description

BEING a 4,856 square foot (0.112 acres) tract of land situated in the McKinney and Williams Survey, Abstract Number 1055, in the City of Irving and the County of Dallas, Texas, being out of a called 1.662 acre tract of land situated in said McKinney and Williams Survey, conveyed to Bin Tran and Khanh Nguyen by instrument recorded in Volume 2002073, Page 4313, Deed Records, Dallas County, Texas and being more particularly described as follows:

BEGINNING at a 5/8-inch iron rod with a red cap stamped ‘CRIADO’ set (all of the following iron rods set being so capped and stamped) in the North line of the Lindy Lane right-of-way (a variable width public right-of-way) and the West line of the Irving Heights Drive right-of-way (a variable width public right-of-way at this point) for the Southeast corner of said Tran and Nguyen tract and the Southeast corner of the tract herein described. Said POINT OF BEGINNING having coordinates of N: 6,978,933.249, E: 2,452,159.187, Grid;

THENCE: S89°35'28"W, with the common line of said Tran and Nguyen tract and said Lindy Lane right-of-way a distance of 248.93 feet to a 5/8-inch iron rod set for the Southwest corner of the tract herein described, from which the Southwest corner of said Tran and Nguyen tract and the Southeast corner of a called 0.28 acre tract situated in said McKinney and William Survey, conveyed to Juan Carlos Canales and Oscar Edwin Azanudo by instrument recorded in Document Number 201600203858, Official Public Records, Dallas County, Texas bears S89°35'28"W, at a distance of 65.72 feet pass a point on the South line of said Tran and Nguyen, from which a ¼-inch iron pipe found for reference bears N00°24'32"E, a distance of 0.34 feet, in all a distance of 131.01 feet, from which a 3/8-inch iron rod found for reference bears N00°11'22"W, a distance of 0.93 feet;

THENCE: N00°24'32"E, departing the North line of said Lindy Lane right-of-way, over and across said Tran and Nguyen tract, a distance of 5.00 feet to a 5/8-inch iron rod set at the beginning of a curve to the left, having a radius of 405.00 feet;

THENCE: continuing over and across said Tran and Nguyen, with said curve to the left, through a central angle of 13°27'04" and arc distance of 95.08 feet (the long chord of which bears N82°51'56"E, a distance of 94.86 feet) to a 5/8-inch iron rod set at the beginning of a curve to the right having a radius of 455.00;

THENCE: continuing over and across said Tran and Nguyen tract, with said curve to the right, through a central angle of 13°22'42", an arc distance of 106.24 feet (the long chord of which bears N82°49'44"E, a distance of 106.00 feet) to a 5/8-inch iron rod set;

THENCE: N89°31'04"E, continuing over and across said Tran and Nguyen tract, a distance of 39.54 feet to a 5/8-inch iron rod set;

THENCE: N44°37'51"E, continuing over and across said Tran and Nguyen tract, a distance of 14.17 feet to a 5/8-inch iron rod set in the East line of said Tran and Nguyen tract and the West line of said Irving Heights Drive right-of-way;
PARCEL NO. 1
August 8, 2019

THENCE: S00°15'21"E, with the common line of said Tran and Nguyen tract and said Irving Heights Drive right-of-way, a distance of 38.65 feet to the POINT OF BEGINNING and containing 4,665 square feet (0.112 acres) of land, more or less.

Note: Surveyed on the ground August 2019.
Note: Map of Survey of even date attached herewith.
Note: Bearings are based on Global Positioning Satellite (GPS) System observations using Western Data Systems Virtual Reference System (WDS VRS). Horizontal data is on the North American Datum of 1983 (NAD ‘83) (2011). Coordinates are on the Texas State Plane Coordinate System, North Zone (4201) with all distances adjusted to surface by a project combined scale factor of 1.000136506.

[Signature]
Kevin Wendell, RPLS No. 5500
Registered Professional Land Surveyor,
State of Texas

08/13/2019
Date
Resolution -- Approving the Second Amended and Restated Temporary Construction Easement Agreement Between the City of Irving and the State of Texas by and through the Texas Transportation Commission for Use of the Former Stadium Site

Administrative Comments

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

2. **Impact:** Approval of this extension will continue to accommodate construction staging for the Diamond Interchange Project.

3. In January 2009, City granted TXDOT a temporary construction easement for the use of the former stadium site for 10 years for the payment of $15,434,019.00. The agreement allowed TxDOT to request, with City’s approval, up to six additional years, at no additional consideration. The site was used as construction staging for the Midtown Express Project which was completed in late 2018.

4. TXDOT, as a part of the first amendment, requested an extension of the easement for 5 years for construction staging for the Diamond Interchange project ending May 2024.

5. The second amendment allows for an additional year ending January 2025. This amendment also allows for one year annual renewals after January 2025 in which the City would be compensated by TxDOT in the cost of $1.5 Million per year or the prorated monthly equivalent.

6. This TxDOT project is still on schedule for a May 2020 letting.

**Recommendation**

The resolution be approved.

ADDITIONAL COMMENTS:

**Contract Required:** Yes
**Previous Action:** RES 2009-41
**Discretionary Contract Disclosure Form Required:** No
**Certificate of Interested Parties (Form 1295) Required:** No
**TGC Form 2270 Required:** No

**Review Completed By:** Dean Roggia
**Council Action:** Approved Temporary Construction Easement

ATTACHMENTS:

Old Texas Stadium Lease Agreement - TxDOT (PDF)
CURRENT YEAR FINANCIAL IMPACT:
None

REVISION INFORMATION:
Prepared: 3/18/2020 05:00 PM by Emily Asbury
Last Updated: 4/10/2020 07:48 AM by Lori Sutton
CITY OF IRVING

COUNCIL RESOLUTION NO. (ID # 10915)

WHEREAS, the City Council approved Resolution No. 2009-41 on January 22, 2009, approving an agreement with the State of Texas, acting by and through the Texas Transportation Commission, with an initial term of ten years, with an option to extend for three successive two year increments (the “Agreement”); and

WHEREAS, the parties amended and restated the Agreement by Resolution No. 2019-32 on January 31, 2019, to extend the term for five (5) years to expire on January 30, 2024; and

WHEREAS, the parties now desire to amend and restate the Agreement for a second time to extend the term for an additional year to expire on January 31, 2025;

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

SECTION I. THAT the City Council hereby approves the attached Second Amended and Restated Temporary Construction Easement Agreement between the City of Irving and the State of Texas, acting by and through the Texas Transportation Commission, to extend the use of the former stadium site until January 31, 2025, 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
SECOND AMENDED AND RESTATED
TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THE STATE OF TEXAS §
§
COUNTY OF DALLAS §
§
KNOW ALL BY THESE PRESENTS:

This Second Amended and Restated Temporary Construction Easement Agreement (hereinafter referred to as “Agreement”) is made and entered into this 16th day of April, 2020 by the CITY OF IRVING, a political subdivision of the State of Texas (hereinafter referred to as “Grantor”), and the STATE OF TEXAS, acting by and through the TEXAS TRANSPORTATION COMMISSION (hereinafter referred to as “State”).

WHEREAS, Grantor and State entered into that certain Temporary Construction Easement Agreement dated January 22, 2009 (the “Prior Agreement”) to govern the rights and obligations of the parties; and

WHEREAS, Grantor and State entered into that certain First Amended and Restated Temporary Construction Easement Agreement dated January 31, 2019 (the “First Amendment”), which amended, restated and replaced the Prior Agreement in its entirety; and

WHEREAS, State has requested that Grantor enter into this Agreement to amend the First Amendment, and Grantor has agreed to enter into this Agreement as authorized by Texas Gov’t Code Ch. 791 and pursuant to its governmental functions in the interest of the general public, and upon the terms and conditions more particularly described below; and

NOW, THEREFORE, in consideration of the recitals set forth above and the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged and confessed by each of the parties hereto, the parties have agreed and do hereby agree as follows:

EFFECTIVE DATE. In reliance on the representations, warranties, covenants and agreements contained in this Agreement, Grantor and State have executed this Agreement to be effective April 16, 2020, and the First Amendment is hereby amended, restated and replaced in its entirety with this Agreement.

FOR AND IN CONSIDERATION of the sum of FIFTEEN MILLION FOUR HUNDRED THIRTY FOUR THOUSAND AND NINETEEN DOLLARS ($15,434,019.00) in hand, paid to Grantor by State, receipt of which is hereby acknowledged and for which no lien is retained, either expressed or implied, Grantor does by these presents Grant, Bargain, Sell and Convey unto State a temporary easement (hereinafter referred to as “Easement”) along, upon and across the 77.2168 acre tract of property located in the County of Dallas, State of Texas (hereinafter referred to as “Easement Property”), more particularly described in Exhibit “A”, which is attached hereto and incorporated herein for any and all purposes.

The following terms and conditions apply to the Easement granted by this Agreement:

1. This Easement is for the purpose of staging the construction of multiple highway projects in
connection with improvements to SH 183, SH 114, Loop 12, and IH 35E (hereinafter referred to as "State Highway Projects"), to include construction and placement of buildings and other structures deemed necessary by State for the storage of materials, vehicles and equipment, office space, the installation and operation of concrete batch and asphalt plants, and all other activities related to the construction of the State Highway Projects (hereinafter referred to as "Easement Purposes").

2. This Easement shall commence on April 16, 2020 and expire on January 31, 2025 (the "Expiration Date"). The State may request renewal of this Easement for additional one-year terms; provided, however, that Grantor shall not be responsible for cost overruns related to the State Highway Projects and the request must be submitted in writing to Grantor no later than 180 days prior to the Expiration Date (including the Expiration Date of each subsequent renewal, as applicable). Upon the written approval of each one-year renewal by Grantor, Grantor shall be compensated at a cost of ONE MILLION FIVE HUNDRED THOUSAND DOLLARS ($1,500,000) per year or the prorated monthly equivalent paid to the Grantor by the State.

3. Grantor reserves the right to continue to use and enjoy the Easement Property for each of the following described purposes; provided that the use is in compliance with the following described conditions and does not unreasonably interfere with or interrupt the use of the Easement by State for the Easement Purposes:

   a. Public Purpose. Grantor may use a portion of the Easement Property for public purposes, by giving written notice to State at least thirty (30) days in advance. The notice shall include a description of area requested (including a drawing of the area requested that identifies approximate dimensions, buildings and structures in the immediate vicinity, and identifies the highway that abuts the requested area) and the dates for which use is requested. If Grantor’s use of the identified area during that period of time will interfere with State’s current or anticipated use for Easement Purposes, State shall give written notice of the conflict to Grantor within ten (10) days after receipt of Grantor’s notice of the parking use. If no other location on the Easement Property as mutually agreed to by the parties is available for Grantor’s use during that period of time, Grantor’s use will not be permitted for that period.

   b. Theme towers. There are two (2) theme towers presently located on the Easement Property. The location of each tower, an area around the tower to be used for its maintenance and operation, and an access road no greater than twenty-four (24) feet in width connecting the tower to an abutting highway are described and identified in Exhibit "B", which is attached hereto and incorporated herein for the purposes of this paragraph. State shall not use any of the property reserved in Exhibit "B" for any purpose (unless Grantor abandons and waives in writing its right to use a theme tower during the term of this Agreement); except that State may cross the theme towers’ access roads with its vehicles and equipment in order to perform its Easement Purposes, provided that such crossings do not unreasonably interfere with or interrupt Grantor’s use of the theme towers.

4. The State and any contractor that performs work under this Agreement to accomplish the Easement Purposes will, at all times during performance of that work, engage in reasonable efforts to conduct its operations on the Easement Property in such a manner that (i) dust resulting from each activity is kept to a minimum, relative to that particular activity, and (ii) the Easement
Property is kept in an orderly condition, substantially free of trash and debris, to include the trimming of weeds and grass.

5. Within ninety (90) days after the expiration or termination of this Agreement, State, at its expense, will (i) remove all buildings, structures, construction materials, and other improvements from the Easement Property including all site paving and fencing and the removal of any hazardous environmental conditions, (ii) grade and level the site for proper drainage, and (iii) establish grass in accordance with the same standard that the State uses for its highway projects.

6. Grantor shall be responsible for its own acts and deeds and for the acts and deeds of its employees, contractors, and agents; and similarly, State shall be responsible for its own acts and deeds and for the acts and deeds of its employees, contractors, and agents. Grantor and State agree that any liability or damages occurring during the performance of obligations arising out of this Agreement caused by the joint or comparative negligence of their employees, contractors, or agents shall be determined in accordance with comparative responsibility laws of the State of Texas.

7. Any contractor, subcontractor, or assignee of State or Grantor that performs work under this Agreement or upon the easement property shall at all times while engaged in construction, demolition, alteration, repair or maintenance, carry the following minimum insurance with companies authorized to do business in the State of Texas, naming State and Grantor as additional insureds:

A. Worker's compensation as required by Texas law with the policy endorsed, where reasonably available, to provide a waiver of subrogation as to State and Grantor, and employer's liability insurance of not less than $100,000 (or the statutorily required minimum if higher) for each accident;

B. Commercial general liability insurance in a minimum of $1,000,000 each occurrence; $2,000,000 general aggregate, which policy shall insure against bodily injury, death, and property damage and shall include coverage for premises and operations; and

C. Comprehensive automobile liability insurance, covering owned, hired and non-owned vehicles, with minimum limits of $500,000 combined single occurrence.

Each party, from time to time upon the request of the other party, shall furnish to the other party policies or certificates evidencing such coverage, which policies or certificates shall state that such insurance coverage may not be reduced, cancelled or allowed to expire without at least thirty (30) days prior written notice to each party hereto.

8. Nothing herein prevents Grantor and State from agreeing to a partial release of the Agreement for a portion of the Easement Property, while State continues to operate on the remainder portion of the Easement Property; provided, however, that the uses of the two properties are compatible and use of the released portion does not unreasonably interfere with or interrupt State's use of the remainder property for the Easement Purposes. In the event a portion of the Easement Property is released at the request of Grantor, State will not be responsible or liable for any restoration of that portion of the Easement Property.
9. This Agreement may be enforced by restraining orders and injunctions prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of legal remedies or irreparable harm, and will be obtainable only by the parties to or those benefited by this Agreement; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law.

10. This Agreement may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

11. It is not a waiver of or consent to default if the non-defaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this Agreement does not preclude pursuit of other remedies in this Agreement or provided by law.

12. If any provision in this Agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision hereof, and this Agreement will be construed as if the unenforceable provision had never been a part of the Agreement. Whenever context requires, the singular will include the plural and neuter include the masculine and feminine gender, and vice versa. This Agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.

13. Any notice required or permitted under this Agreement must be in writing and will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this Agreement. Notice may also be given by regular mail, personal delivery, counter delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

Grantor’s Address:  
City of Irving  
City Manager  
Attn: Chris Hillman  
825 W. Irving Boulevard  
Irving, Texas 75060

State’s Address:  
Texas Department of Transportation  
Dallas District Engineer  
Attn: Mohamed K. Bur, P.E.  
4777 East Highway 80  
Mesquite, Texas 75150

14. Time is of the essence. Unless otherwise specified, all references to “days” mean calendar days. Business days exclude Saturdays, Sundays, and legal public holidays. If the date for performance of any obligation falls on a Saturday, Sunday, or legal public holiday, the date for performance will be the next following regular business day.

TO HAVE AND TO HOLD unto the said State of Texas as aforesaid, for the purposes and on the conditions set forth hereinabove, the premises described in said Exhibit “A”.

Signature page follows
IN WITNESS WHEREOF, this instrument is executed on this the _____ day of April, 2020

GRANTOR
City of Irving, Texas

STATE OF TEXAS
Acting by and through the
Texas Transportation Commission

Richard H. Stopfer, Mayor
By authority of City Council Res. 2020 ___

ATTEST:

Mohamed K. Bur, P.E.
Dallas District Engineer, TxDOT

Shanae Jennings, City Secretary

Acknowledgement

State of Texas
County of Dallas

This instrument was acknowledged before me on April ___, 2020 by 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.

Notary Public’s Signature

5
EXHIBIT "A"

County: Dallas
Highway: Loop 12 (Walton Walker Blvd. N)
R.O.W. CSF: 0581-02-115
DGN. CSF: 0581-02-077

Page 1 of 5
October 21, 2008

Description for Parcel 27-TE

BEING a 3,363,560 square feet tract of land, more or less, in the Charles Baker Survey, Abstract No. 107, City of Irving, Dallas County, Texas, and being all of the remainder of a called 89.5258 acre tract conveyed to the City of Irving as recorded in Volume 69014, Page 117, Volume 69014, Page 121 and Volume 69014, Page 125, of the Deed Records of Dallas County, Texas, said 3,363,560 square feet being more particularly described by metes and bounds as follows:

BEGINNING at a magnail found at an interior ell corner of said City of Irving tract and also being the southeast corner of a tract conveyed to the University of Dallas as recorded in Volume 70985, Page 51 of said Deed Records;

1) THENCE North 01 degrees 05 minutes 25 seconds West, along the common line of said City of Irving tract and said University of Dallas tract, a distance of 254.06 feet to a magnail found at the intersection of said common line and the new eastern right of way line of Loop 12;

2) THENCE North 34 degrees 56 minutes 20 seconds East, along the new eastern right of way line of Loop 12, a distance of 313.55 feet to a magnail found at the northwest corner of the remainder of said City of Irving tract;

3) THENCE North 89 degrees 29 minutes 30 seconds East, along the northern line of said City of Irving tract, a distance of 354.83 feet to a magnail found at the northeast corner of the remainder of said City of Irving tract and being on the new western right of way line of State Highway 114 and being the beginning of a Control of Access Line;

4) THENCE South 41 degrees 49 minutes 28 seconds East, along the new western right of way line of State Highway 114 and said Control of Access Line, a distance of 100.00 feet to a magnail found at the end of said Control of Access Line;

5) THENCE South 36 degrees 36 minutes 05 seconds East, continuing along the new western right of way line of State Highway 114, passing at a distance of 180.00 feet the beginning of a Control of Access Line, continuing in all a total distance of 255.00 feet to a 5/8" iron rod with TxDOT aluminum cap found;

6) THENCE South 41 degrees 18 minutes 33 seconds East, continuing along the new western right of way line of State Highway 114 and said Control of Access Line, a distance of 200.00 feet to a magnail found;

7) THENCE South 39 degrees 20 minutes 30 seconds East, continuing along the new western right of way line of State Highway 114 and said Control of Access Line, passing at a distance of 196.48 feet the end of said Control of Access Line and passing at a distance of 336.48 feet the beginning of a Control of Access Line, continuing in all a total distance of 754.48 feet to a magnail found;

Attachment: Old Texas Stadium Lease Agreement - TxDOT (10915 : 42a - Lease Agreement Renewal w/TxDOT for Stadium Site)
EXHIBIT "A"

County: Dallas
Highway: Loop 12 (Walton Walker Blvd. N)
R.O.W. CSJ: 0581-02-115
DGN. CSJ: 0581-02-077

Page 2 of 5
October 21, 2008

Description for Parcel 27-1B

8) THEN RB South 36 degrees 54 minutes 13 seconds East, continuing along the new western right of way line of State Highway 114 and said Control of Access Line, a distance of 300.00 feet to a magnet found at the end of said Control of Access Line.**

9) THEN RB South 37 degrees 57 minutes 47 seconds East, continuing along the new western right of way line of State Highway 114, a distance of 175.00 feet to a magnet found at the intersection of the new western right of way line of State Highway 114 and the existing northern right of way line of State Highway 183 and being the beginning of a curve to the right, having a radius of 572.96 feet, a central angle of 03 degrees 03 minutes 13 seconds, and a chord that bears South 05 degrees 25 minutes 28 seconds East, a chord distance of 30.53 feet.**

10) THEN RB along the existing northern right of way line of State Highway 183 and around said curve, an arc distance of 30.54 feet to a magnet set at the end of said curve;

11) THEN RB South 01 degrees 04 minutes 52 seconds East, along the existing northern right of way line of State Highway 183, a distance of 325.59 feet to a magnet set at the beginning of a curve to the right, having a radius of 572.96 feet, a central angle of 03 degrees 13 minutes 13 seconds, and a chord that bears South 33 degrees 01 minutes 14 seconds West, a chord distance of 642.48 feet;

12) THEN RB continuing along the existing northern right of way line of State Highway 183 and around said curve, an arc distance of 682.04 feet to a magnet found at the intersection of said existing northern right of way line and the new northern right of way line of State Highway 183;**

13) THEN RB South 89 degrees 16 minutes 48 seconds West, along the new northern right of way line of State Highway 183, a distance of 580.42 feet to a magnet found;**

14) THEN RB South 86 degrees 59 minutes 22 seconds West, continuing along the new northern right of way line of State Highway 183, a distance of 650.30 feet to a magnet found;**

15) THEN RB South 75 degrees 41 minutes 09 seconds West, continuing along the new northern right of way line of State Highway 183, a distance of 80.00 feet to a magnet found;**

16) THEN RB North 65 degrees 02 minutes 18 seconds West, continuing along the new northern right of way line of State Highway 183, a distance of 126.87 feet to a magnet found at the intersection of said new northern right of way line and the existing eastern right of way line of Loop 12;**
EXHIBIT "A"

County: Dallas
Highway: Loop 12 (Walton Walker Blvd. N)
R.O.W. CSJ: 0581-02-115
DGN. CSJ: 0581-02-077

Description for Parcel 27-TE

17) THEREFORE North 45 degrees 25 minutes 34 seconds West, along the existing eastern right of way line of Loop 12, a distance of 133.66 feet to a monument found at the intersection of said existing eastern right of way line and the new eastern right of way line of Loop 12.**

18) THEREFORE North 00 degrees 52 minutes 37 seconds West, along the new eastern right of way line of Loop 12, passing at a distance of 680.17 feet the beginning of a Control of Access Line and passing at a distance of 830.17 feet the end of said Control of Access Line, and also passing at a distance of 975.17 feet the beginning of a Control of Access Line and passing at a distance of 1125.17 feet the end of said Control of Access Line, continuing in all a total distance of 1345.17 feet to a monument found;**

19) THEREFORE North 16 degrees 08 minutes 26 seconds East, continuing along the new eastern right of way line of Loop 12, a distance of 383.52 feet to a monument found at the intersection of said new eastern right of way line and a common line of said City of Irving tract and said University of Dallas tract;

20) THEREFORE North 89 degrees 29 minutes 30 seconds East, along said common line, a distance of 100.39 feet to the POINT OF BEGINNING and containing 3,363,560 square feet (77.2167 acres), more or less;

A plat at even survey date herewith accompanies this legal description.

Access is prohibited across the "Control of Access Line" to the highway facility from the adjacent property.

** The monument described and set in this call, if destroyed during construction, may be replaced with a TxDOT Type II Right of Way Marker upon the completion of the highway construction project under the supervision of a Registered Professional Land Surveyor, either employed or retained by TxDOT.

All bearings are based on the Texas State Plane Coordinate System, N.A.D. 83 (1993 Adj.), North Central Zone. All coordinates shown are surface and may be converted to grid by dividing by the TxDOT conversion factor of 1.000076506.

Hugh Wilson Knight, R.P.L.
Texas Registration No. 4972

Dow phratte & Associates, Inc.
2235 Ridge Road, Suite 200
Rockwall, Texas 75087
Ph. (972) 771-9004
This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

March 17, 2020

Attachment: Old Texas Stadium Lease Agreement - TxDOT (10915 : 42a - Lease Agreement Renewal w/TxDOT for Stadium Site)
Resolution -- Supporting the North Central Texas Council of Governments Regional Transportation Council’s Recommendation Relating to Proposed Revisions to the Texas Transportation Commission’s 2020 Unified Transportation Program (UTP)

Administrative Comments

1. This item is recommended by the Traffic & Transportation Department.

2. **Impact:** This item supports the Regional Transportation Council’s Recommendation regarding proposed revisions to the Texas Transportation Commission’s 2020 Unified Transportation Program (UTP).

3. The City of Irving supports the Regional Transportation Council’s recommendation to the Texas Transportation Commission to consider alternate mechanisms to fund the IH 35 Capital Express Central Project.

4. The Regional Transportation Council (RTC) through its Surface Transportation Technical Committee has requested member cities to pass resolutions supporting RTC’s proposed revisions to the 2020 UTP, including the number of elected officials supporting the RTC’s recommendation.

Recommendation

The resolution be approved.

ADDITIONAL COMMENTS:

CURRENT YEAR FINANCIAL IMPACT:

N/A

REVISION INFORMATION:

Prepared: 4/1/2020 03:37 PM by Lori Sutton
Last Updated: 4/10/2020 08:53 AM by Lori Sutton
CITY OF IRVING

COUNCIL RESOLUTION NO. (ID # 10935)

WHEREAS, the City Council of the City of Irving is comprised of nine (9) elected officials, including the Mayor and eight (8) councilmembers, and is a member of the Regional Transportation Council (RTC), which is the regional policy body associated with the North Central Texas Council of Governments; and

WHEREAS, the RTC is responsible for the approval of transportation projects and policies in the region’s transportation plan (Mobility 2045) pursuant to its federal responsibilities under Title 23 of the United States Code; and

WHEREAS, on February 27, 2020, The Texas Transportation Commission (Commission) was briefed on potential updates to the 2020 Unified Transportation Program (UTP) to address a $4.34 billion funding gap for the IH 35 Capital Express Central Project which would add two non-tolled managed lanes and one frontage road lane in each direction from US 290E to US 290W/SH 171; and

WHEREAS, to address the $4.34 billion funding gap, the Commission proposes to allocate $3.4 billion in Commission Strategic Priority and Texas Clear Lanes funds (Category 12), reprioritize $600 million in Texas Department of Transportation (TxDOT) funds allocated to the Capital Area Metropolitan Planning Organization/Austin District, and include an additional $300 million in Category 12 funds in the 2021 UTP; and

WHEREAS, the Commission is schedule to take action on the proposed changes to the 2020 UTP at its regular meeting on April 30, 2020; and

WHEREAS, the RTC has a long-standing relationship with the Commission and TxDOT on advancing major transportation projects and as such has an interest in providing feedback to the Commission on its proposed changes to the 2020 UTP; and

WHEREAS, on March 12 2020, the RTC passed a resolution relating to the proposed changes to the 2020 UTP and recommended that the Commission consider alternative mechanisms to fund the IH 35 Capital Express Central Project that would permit additional high-priority statewide and regional projects to advance in parallel;

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

SECTION I. THAT the City of Irving hereby supports the North Central Texas Council of Governments Regional Transportation Council’s recommendation, as evidenced by its March 12, 2020 resolution, that the Texas Transportation Commission consider alternate mechanisms to fund the IH 35 Capital Express Central Project that would permit additional high-priority statewide and regional projects to advance in parallel;

SECTION II. THAT the Mayor is hereby authorized to provide comments to the Commission consistent with this resolution.
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 a Development Agreement and Authorizing the Conveyance of Real Property at 304, 312, and 322 S. Britain Road to Operation Finally Home for the Construction of Three Single-Family Homes for Wounded, Ill, or Injured Veterans

Administrative Comments

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

2. **Impact:** The Development Agreement will provide the opportunity for Operation Finally Home to construct three single family homes on three vacant, city-owned properties in the Heritage Crossing District, fulfilling a public purpose of providing three mortgage-free homes that will each be occupied by a low to moderate income, permanently disabled combat wounded veteran.

3. **This development proposal was presented at City Council Work Session on November 13, 2019, and there was a consensus from City Council to move forward with the proposal.**

4. During the spring of 2018, staff toured Heritage Crossing single family home lots with Operation Finally Home, a national nonprofit organization. Operation Finally Home was established in 2005 that brings together a network of experienced home builders, building suppliers, and supporters to provide custom-built mortgage-free homes to wounded, ill, and injured veterans, the widows of the fallen, and their families. According to their 2016 annual report, Operation Finally Home has completed or planned 218 homes in 33 states.

5. In June 2018, the City of Irving approved a development agreement with Operation Finally Home for the conveyance of city-owned property at 411 S. Delaware St. for the construction of a single family home for a deserving veteran in Irving. On March 25, 2019, Major Eric King was presented with the keys to his new mortgage-free custom home.

6. Due to the success of the project, representatives of Operation Finally Home contacted the City of Irving about partnering again for the development of additional single family homes, in particular three more homes. Staff toured available single family lots in the Heritage Crossing District with Operation Finally Home and Dallas Builders Association members. The Operation Finally Home representatives chose 304, 312, and 322 S. Britain Rd. as the preferred lots and requested the ability to close and develop each property one at a time over a five-year period, allowing for veteran selection, construction, and conveyance.

7. Operation Finally Home would purchase each lot for $1.00.

8. Prior to closing, Operation Finally home must obtain proper zoning and all the required permits. Each home must comply with the city’s Design Standards and any other design standards set out in the Lot Development Plan for each property, which is required prior to closing. The Lot Development Plan will include the estimated project costs and layout of the improvements, showing the building
materials and architectural design for the improvements of the property. The Lot Development Plans will be incorporated into the Agreement.

9. Operation Finally Home must complete all closing, construction, and residential occupancy by the veteran within five years. Construction of each home must be completed within 240 days after execution of the deed.

10. The property will revert to the City unless the following conditions are met: (1) City has inspected and accepted work, (2) Property has been conveyed to Veteran by Operation Finally Home, and (3) the home is occupied by the Veteran, is homesteaded and is the Veteran’s permanent residence.

11. Veterans who receive a new home from Operation Finally Home are selected through a lengthy vetting process that begins with working with medical case managers, recovery care coordinators, the Veterans Administration, and others to identify and recommend suitable candidates. Each potential recipient completes an application package that includes information about their military service, their injuries or illness, and other personal challenges that they face as a result of their injury or illness. Operation Finally Home reviews the applications, and with some input from the home builder, selects the veteran and the family that will receive the home.

12. A key factor considered in making the decision is whether the veteran and the family are able to accept the responsibilities of home ownership. According to the Operation Finally Home Operations Handbook, “the gift of a home is intended to be a blessing to the veteran, not a burden.” Other factors considered include accessible medical care, schools, and whether the veteran and family have a support system of family and friends in the area.

13. Veterans receiving a home sign a written agreement to stay in the home for a minimum of five years. After that time, they are able to sell the home on the open market. Otherwise, the home reverts to Operation Finally Home. Should a veteran pass away before the end of the five-year period, the spouse and children are allowed to remain in the home per the original agreement.

14. Should the veteran encounter difficulties maintaining the home, or making insurance or utility payments, Operation Finally Home provides assistance either directly or through one of their donor partners. Operation Finally Home veteran affairs team members stay in regular contact with all recipients long after the dedication of their homes.

15. Since the term of the Agreement spans a five-year period, Operation Finally Home will provide an update every 180 days regarding the status of Veteran selection, the Lot Development Plan(s), and progress of the construction work.

**Recommendation**

The resolution be approved.

**ADDITIONAL COMMENTS:**

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<thead>
<tr>
<th>Contract Required:</th>
<th>Yes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Previous Action:</td>
<td>Conveyance of 411 S. Delaware St. to Operation Finally Home</td>
</tr>
<tr>
<td>Review Completed By:</td>
<td>Dean Rogia</td>
</tr>
<tr>
<td>Council Action:</td>
<td>RES-2018-186</td>
</tr>
</tbody>
</table>
Discretionary Contract Disclosure Form Required: Yes
Certificate of Interested Parties Form Required: Yes

ATTACHMENTS:
Operation Finally Home - Phase 2 - Development Agreement (PDF)
Operation Finally Home - Phase 2 - TCG 2270 (PDF)
Operation Finally Home - Phase 2 - Discretionary Disclosure Form (PDF)
Operation Finally Home - Phase 2 - Presentation (PDF)

CURRENT YEAR FINANCIAL IMPACT:
N/A

REVISION INFORMATION:
Prepared: 3/18/2020 01:24 PM by Imelda Speck
Last Updated: 4/1/2020 04:23 PM by Cynthia Castro
WHEREAS, the City of Irving owns three vacant tracts of real property located at 304, 312, and 322 S. Britain Road (the “Property”); and

WHEREAS, the City of Irving desires to promote activities that expand the supply of affordable housing and that strengthen the relationship between the City of Irving, lenders, private industry, and nonprofit housing organizations; and

WHEREAS, Operation Finally Home is a national nonprofit organization that provides custom-built, mortgage-free homes to wounded, ill, and injured veterans; and

WHEREAS, Operation Finally Home desires to construct a single-family home on each tract that will be occupied by a low to moderate income, permanently disabled combat wounded veteran; and

WHEREAS, pursuant to Article III, Sec. 5 of the Charter of the City of Irving, the City Council finds that conveyance of the Property to Operation Finally Home and development of the Property primarily promotes a public purpose of the City of Irving in compliance with Texas law;

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 Development Agreement and authorizes the conveyance of real property located at 304, 312, and 322 S. Britain Road to Operation Finally Home for the purpose of constructing three new single-family homes for three wounded, ill, or injured veterans and the Mayor is authorized, upon approval by the City Attorney’s Office, to execute all contracts, deeds, and other documents necessary to carry out the terms of this resolution.

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
DEVELOPMENT AGREEMENT
304, 312, & 322 S. BRITAIN RD.

STATE OF TEXAS §

COUNTY OF DALLAS §

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the City of Irving, a Texas home rule municipality (the “Seller”) desires to sell the real property located at 304, 312, & 322 S. Britain Road, Irving, Texas 75060 (collectively referred to as the “Properties”) to Operation Finally Home, a Texas non-profit corporation recognized as tax-exempt under IRC Sec. 501(c)(3) (the “Purchaser”), in accordance with Texas Local Government Code, Chapters 253 and 272, as amended; and

WHEREAS, the Purchaser desires to construct a single family residential structure (“home”) on each property for the public purpose of providing a total of three mortgage-free homes that will each be occupied by a low to moderate income permanently disabled combat wounded veteran (the “Veteran”); and

WHEREAS, the Seller finds that the Purchaser is a non-profit organization that develops housing for low to moderate income permanently disabled combat wounded veterans and their families as a primary activity which promotes community-based revitalization; and

WHEREAS, the Purchaser requires the Veteran to reside within the home for a minimum of 5 years, and during that time period the Purchaser and Seller will continue to work together to further promote the public purposes of community-based revitalization and of providing a mortgage-free home that is occupied by a low to moderate permanently disabled combat wounded veteran; and

WHEREAS, the Seller finds that development of the Properties for the purposes stated above primarily promotes a public purpose of the Seller; and

WHEREAS, as required by Texas Local Government Code 253, ownership of any property conveyed herein shall automatically revert to the Seller if Purchaser fails at any time to use the property for the public purposes described herein; and

NOW, THEREFORE, Seller and Purchaser are entering into this Development Agreement (the “Agreement”) to evidence Seller’s intent to sell and Purchaser’s intent to purchase the Properties on the terms and conditions as set forth herein:

A. PURCHASE PRICE. The total purchase price of the Properties is THREE AND NO/100 ($3.00) DOLLARS [One and no/100 dollar ($1.00) for each lot] payable in cash to the Seller, and other good and valuable consideration as required by Texas Local Government Code Ch. 253 and 272. In addition to the purchase price, Purchaser shall comply with all terms of this Agreement.
B. **PROPERTIES.** The Properties are described as all that certain tract, piece, or parcel of land, lying and being known as Lot 8 and the entire North 25 feet of Lot 9, Block A, Irving Oaks Addition, an Addition to the City of Irving, Dallas County, Texas ("Property A"), and the South 75 feet of Lot 9, Block A, Irving Oaks Addition, an Addition to the City of Irving, Dallas County, Texas ("Property B"), and 1/2 of Lot 10, Block A, Irving Oaks Addition, an Addition to the City of Irving, Dallas County, Texas, according to the map thereof records in Volume 7, Page 76, ("Property C") Map of Records, Dallas County, Texas, all of which are also shown on EXHIBIT "A", which is attached hereto and made a part hereof for all purposes.

C. **CONVEYANCE.** The Properties herein shall be conveyed in fee simple subject to all validly existing restrictions, easements, covenants, and other encumbrances of record in Dallas County, Texas, and affecting the Properties. The Properties shall be sold, "as is, where is, and with all faults, including hazardous and regulated materials, if any".

D. **TITLE INSURANCE.** By execution of this Agreement, Purchaser acknowledges that Purchaser has had sufficient time to secure and review, at Purchaser's own expense a title commitment, and based upon such review Purchaser raised no objection to, is satisfied with, and approves all items and information contained therein.

E. **SURVEYS.** Surveys are not being provided by the Seller. Purchaser, at its sole cost, shall have a survey of each property prepared prior to Closing.

F. **EFFECTIVE DATE and TERM.** The "Effective Date" of this Agreement shall be the last date on which both parties execute this Agreement. The "Term" of this agreement shall be for five (5) years from the Effective Date, and Purchaser must complete all closing, construction, occupancy, and all other terms and conditions of this Agreement prior to the expiration of the Term.

G. **INSPECTION.** Purchaser acknowledges that Purchaser has fully inspected the Properties (or has waived its right to inspect the Properties) and takes full and sole responsibility for Purchaser's own "due diligence" and Purchaser hereby accepts the Properties in their present condition. This acknowledgment shall survive indefinitely after the expiration of this Agreement.

H. **REPRESENTATION AND WARRANTIES.** The Properties and any improvements, thereon, are sold and conveyed "as is, where is, and with all faults, including hazardous and regulated materials, if any". Seller is not making and specifically disclaims any warranties or representations of any kind or character, express or implied, with respect to the Properties, including, but not limited to, warranties or representations as to matters of title, zoning, tax consequences, physical or environmental conditions, availability of access, ingress or egress, operating history or projection, valuation, governmental approvals, governmental regulations, or any other matter or thing relating to or affecting the Properties, including without limitations, (1) the value, condition, merchantability, marketability, profitability, suitability or fitness for a particular use or purpose of the Properties, and (2) the type, manner, and quality of the land, soil
condition, hazardous or other governmental regulated materials, if any, in or upon the land, buildings, structures and the state of repair, or lack of repair, of the Properties. Purchaser agrees that with respect to the Properties, Purchaser has not relied upon and will not rely upon, either directly or indirectly, any representation or warranty of Seller or any agent or affiliate of Seller. Purchaser represents and warrants that Purchaser is a knowledgeable purchaser of real property and is relying solely on Purchaser’s own expertise and that of Purchaser’s consultants, and that Purchaser has conducted such inspections and investigation of the Properties as Purchaser deems necessary, including but not limited to, the physical and environmental conditions thereof, and shall rely upon same, and upon acquiring the Properties, assumes the risk that adverse matters, including but not limited to, adverse physical and environmental conditions which may not have been revealed by Purchaser’s inspections and investigations. Purchaser acknowledges and agrees that there are no oral agreements, warranties, or representations collateral to or affecting the Properties by Seller, any agent or affiliate of Seller, or any third party. Purchaser and Seller further agree that this provision shall survive indefinitely after the expiration or termination of this Agreement.

I. HAZARDOUS MATERIALS. As used in this Agreement, the term “hazardous materials” or “regulated materials” means any hazardous, toxic, infectious substance, material, gas, or any waste whether liquid, gas or solid waste that is or becomes regulated by any United States or State of Texas governmental authority, or any of their agencies, or that has been identified as a toxic, cancer-causing, or otherwise hazardous substance. The term hazardous materials includes, without limitation, any material or substance that is (a) petroleum, (b) polychlorinated biphenyls (PCB), (c) asbestos, (d) designated a hazardous substance pursuant to Section 307 of the Federal Water Pollution Control Act (3 U.S.C. 1317), as currently existing or hereafter amended or designated as a hazardous substance pursuant to Section 311 of the Clean Water Act, 33 U.S.C. 1321), (e) defined as a hazardous waste pursuant to Section 1004 of the Federal Resource Conservation Recovery Act, 42 U.S.C. 6901 et seq. (42 U.S.C. 6903), as currently existing or hereafter amended or (f) defined as a hazardous substance pursuant to Section 101 of the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. 9601 et seq. (42 U.S.C. 9601) or (g) defined as waste in the Texas Solid Waste Act, as currently existing or hereafter amended, or (h) any substance deemed hazardous material, hazardous substance or hazardous waste by any federal, state or local statute, rule, regulation or ordinance.

J. FEES. There are no fees or real estate commissions payable by Seller on account of the Properties. The premium for title policy, all fees, and costs of examination of title, and any other costs in connection therewith, if any, shall be paid by Purchaser.

K. ADDITIONAL CONDITIONS PRECEDENT TO CLOSING EACH PROPERTY.

1. The Purchase Price for each prospective lot, ONE and 00/100 DOLLAR ($1.00), to be paid in Cash to the Seller.

2. Purchaser will take all actions necessary and required by City Regulations (including, obtaining proper zoning and approval of required site plans and replats)
to obtain all required building permits for the construction and occupancy of each home. All actions taken by the Purchaser shall be in conformance with this Agreement and the final conveyance documents.

3. Purchaser will provide a Lot Development Plan for final written approval by the City Manager or the City Manager’s designee. The Lot Development Plan will include an estimated project cost and a layout of the improvements, structures, and elevation plans, showing the building materials and architectural design for the improvements on the property. The final written approval of the Lot Development Plan by the City Manager or the City Manager’s designee and the terms herein are binding obligations of the Parties and shall be incorporated into and attached to this Agreement as EXHIBIT “C”.

4. Purchaser will provide documents satisfactory to the City demonstrating financial responsibility and that Purchaser has sufficient financial resources or approved financing to complete the development of each property.

5. Purchaser will provide performance and payment bonds as required by Texas Government Code 2253 before beginning any construction work related to the Properties, including grading work. All performance and payment bonds shall be furnished by the Purchaser in favor of the “City of Irving, Texas” and shall be executed by a surety company authorized to do business in the State of Texas.

6. Purchaser will have selected a low to moderate income permanently disabled combat wounded Veteran to be the permanent resident of a newly constructed home.

L. PURCHASER’S OBLIGATIONS.

1. Comply with the Conditions Precedent to Closing Each Property as required in this Agreement.

2. Close on all three (3) of the Properties on or before the expiration of the Term of this Agreement.

3. Purchaser shall construct or cause to be constructed a single family residential structure (“home”) on each lot for the public purpose of providing a mortgage-free home that will be occupied by a low to moderate income permanently disabled combat wounded Veteran. Each home must comply with the City’s Design Standards and any other design standards set out in the Lot Development Plan for each property. Any modifications or alterations to the Lot Development Plan(s) after closing shall be agreed to by the parties in writing. Construction of each home shall be complete within 240 calendar days after execution of the deed by the Mayor of the City of Irving.
4. Purchaser shall obtain and be responsible for the obtaining of all necessary permits for the work to be performed, and agrees that the work being done or any part thereof shall not be deemed finished until accepted by Seller and passed by the authorized inspector of the City of Irving. The automatic reverter contained in the deed shall no longer apply to the respective property and the public purposes shall be satisfied when the following conditions have been met: (1) the Seller has inspected and accepted the work and has determined that the home is fit for occupancy for the public purposes described herein; (2) fee simple title to the Property has been conveyed to the Veteran by the Purchaser; and (3) the home is occupied by the Veteran as the Veteran’s homestead and permanent residence and evidence of such has been provided to City.

5. Purchaser shall be responsible for all damages to persons or property that occur as a result of Purchaser’s fault or negligence in connection with the prosecution of the work and shall be responsible for the proper care and protection of all work performed until completion and final acceptance.

6. Purchaser shall keep the premises clean and orderly during the course of the work, remove all debris at the completion of the work, and provide a competent supervisor to be on the job site at all times during the progress of the work.

7. Purchaser shall perform all work in conformance with applicable local codes and ordinances whether or not covered by the design plans and details contained in the Lot Development Plan.

8. Purchaser will pay all costs of construction, including labor, materials, and subcontractors, and will furnish Seller receipts for and releases from these costs. If any liens are filed in connection with the work, Purchaser will pay the cost for their removal and cause them to be removed prior to conveying the any affected property to the Veteran.

9. Purchaser certifies and warrants that all materials, fixtures, and equipment furnished are new, of good quality, and of good title.

10. Purchaser shall execute the Standard Certificate of Insurance Form for the City of Irving with liability limits as specified, or provide other proof of insurance acceptable to the Seller.

11. Purchaser shall provide an update to the City Manager or the City Manager’s designee every 180 days during the Term of this Agreement regarding the status of Veteran selection, the Lot Development Plan(s), and the progress of the construction work.
M. SELLER’S OBLIGATIONS.

1. Seller shall deliver to Purchaser a deed conveying each property “as is, where is, and with all faults, including hazardous and regulated materials, if any”. The form of such deed is attached hereto as EXHIBIT “B” and incorporated into this Agreement.

2. City fees for platting and zoning, construction inspection fees, and building inspection fees shall be waived by the City, as allowed by applicable ordinance.

N. DEFAULT AND TERMINATION. The failure of any party to comply with a term, condition, or covenant of this Agreement shall constitute a material breach or default. If a party is in material breach of or default under this Agreement, and the defaulting party does not remedy that material breach or default within thirty (30) days after receipt of the other party’s notice of that material breach or default, this Agreement may be terminated immediately by the other party.

O. INDEMNIFICATION. THE PURCHASER (THE “INDEMNIFYING PARTY”), SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE SELLER, TOGETHER WITH THE SELLER’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 PURCHASER'S ACTIONS AND OBLIGATIONS PURSUANT TO THIS AGREEMENT (COLLECTIVELY, “INDEMNIFIED CLAIMS”), REGARDLESS OF THE LEGAL THEORY ASSERTED BY ANY THIRD PARTIES AND REGARDLESS OF WHETHER THE DAMAGES OR CLAIMS OF THIRD PARTIES ARE KNOWN OR FULLY APPRECIATED AT THIS TIME BY THE PURCHASER OR THE SELLER. 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. PURCHASER SHALL GIVE TO THE SELLER REASONABLE NOTICE OF ANY SUCH CLAIMS OR ACTIONS. PURCHASER SHALL USE LEGAL COUNSEL REASONABLY ACCEPTABLE TO THE SELLER IN CARRYING OUT ITS OBLIGATIONS HEREUNDER. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE EXPIRATION OR EARLY TERMINATION OF THIS AGREEMENT. THIS INDEMNIFICATION IS NOT INTENDED TO APPLY TO CLAIMS MADE AGAINST THE CITY INDEMNIFIED PARTIES RESULTING FROM
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 the Seller is entering this Agreement pursuant to its governmental functions and that nothing contained in this Agreement shall be construed as constituting a waiver of the Seller's governmental immunity from suit or liability, which is expressly reserved to the extent allowed by law. Notwithstanding anything to the contrary herein, the parties hereby acknowledge and agree that to the extent this Agreement is subject to the provisions of Subchapter I of Chapter 271, TEXAS LOCAL GOVERNMENT CODE, as amended, the Seller's immunity from suit is waived only as set forth in Subchapter I of Chapter 271, TEXAS LOCAL GOVERNMENT CODE. Further, the parties agree that this Agreement is made subject to all applicable provisions of the Texas Civil Practices and Remedies Code ("CPRC"), including, but not limited to, all defenses, limitations, and exceptions to the limited waiver of immunity from liability provided in Chapter 101 and Chapter 75.

P. MISCELLANEOUS PROVISIONS.

1. Notices. Any notice or communication required or permitted hereunder shall be deemed to be delivered, whether actually received or not, when deposited in the United States mail, postage fully prepaid, registered or certified mail, addressed to the intended recipient at the address shown herein. Any address for notice may be changed by written notice so given.

2. Attorneys' Fees. If either party shall be required to employ an attorney to enforce or defend the rights of such party hereunder, the prevailing party shall be entitled to recover its reasonable attorneys' fees, court costs, and related expenses from the non-prevailing party.

3. Integration. This Agreement, its attachments, and the deed instrument(s) relating to this Agreement contain the complete agreement between the parties and cannot be amended except by the written agreement of the parties. The parties agree that there are no oral agreements, understandings, representations or warranties, which are not expressly set forth herein.

4. Assignment. There shall be no assignment of the Agreement or any rights or obligations thereunder without the written consent of Seller, such consent may be withheld at Seller's sole discretion.

5. Commissions. Seller shall not be responsible for the payment of any real estate commissions, finders' fees or similar charges. Purchaser shall be responsible for the payment of any real estate commissions, finders' fees or similar charges claimed by, through or under Purchasers.

6. Recording. Neither party shall record this Agreement in the public records of Dallas County, Texas.
7. **Enforcement.** This Agreement is made, entered into and shall be performed in Dallas County, Texas. The terms, effect and enforcement of this Agreement shall be based on the laws and the county of the State of Texas with venue being exclusively in Dallas County, Texas, where the Properties are located.

8. **Applicability.** This Agreement shall apply to and bind the heirs, executors, administrators, and devisees of the respective parties and the assigns and legal successors of their respective properties or rights.

9. **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.

10. **Relationship of the Parties.** Nothing contained herein is intended to create, nor shall it ever be construed to create a partnership or joint venture between the parties.

11. **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.

12. **Public Purpose.** It is expressly understood that the Seller is entering into this Agreement for legitimate public purposes in the exercise of its governmental functions for the public health, safety, and welfare of the citizens of the City of Irving, the region, and the state of Texas.

*(Signature Page to Follow)*

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Page 8 of 14
IN WITNESS WHEREOF, Seller, signing by and through its Mayor, duly authorized to execute same by Resolution No. __________, approved by the Irving City Council on __________, and by Purchaser, signing by and through its duly authorized officer, have executed this Agreement as of the dates written below.

SELLER:

825 W. Irving Boulevard
Irving, Texas 75060

CITY OF IRVING, TEXAS

By: ____________________________
Richard H. Stopfer, Mayor

Date: __________________________

ATTEST:

______________________________
Shanae Jennings
City Secretary

APPROVED AS TO FORM:

______________________________
Kuruvilla Oommen
City Attorney

PURCHASER:

1659 State Highway 46 West
Suite 115-606
New Braunfels, TX 78132

OPERATION FINALLY HOME

By: __________________________

Date: 4-1-2020

Signature
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 ____________, known to me to be the person and officer whose name is subscribed
to the foregoing instrument and acknowledged to me that the same was the act of the said
__________, a corporation, that (s)he was duly authorized to perform the
same by appropriate resolution of the board of directors of such corporation and that (s)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

_________________________

_________________________
Notary Public In and For ____________ County,

_________________________
Texas

My Commission expires:

_________________________

DINA HEAD
Notary Public, State of Texas
Comm. Expires 11-28-2022
Notary ID 131808758
EXHIBIT “B”
[DEED]

DEED OF CONVEYANCE WITHOUT WARRANTY

STATE OF TEXAS §

§ KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF DALLAS §

THAT the City of Irving, Texas, a home-rule Municipal Corporation situated in Dallas County, Texas, at 825 W. Irving Blvd., Irving, Texas 75060, hereinafter referred to as Grantor, for and in consideration of the sum of ONE AND NO/100 ($1.00) DOLLAR and for other good and valuable consideration to Grantor in hand paid by Operation Finally Home, a Texas non-profit corporation, hereinafter referred to as Grantee, the receipt and sufficiency of which is hereby acknowledged and confessed, has this day Granted, Sold and Conveyed, and by these presents does hereby Grant, Sell and Convey, unto the said Grantee, subject to the reservations and exceptions stated hereinafter, the following described property, to-wit:

All that certain tract, piece or parcel of land, lying and being Lot 8 and the entire North 25 feet of Lot 9, Block A, Irving Oaks Addition, an Addition to the City of Irving, Dallas County, Texas, of the Real Property Records of Dallas County, Texas, further shown on EXHIBIT “A” attached hereto and made a part hereof for all purposes, to which reference is here made for a more particular description of said property;

TO HAVE AND TO HOLD the above described property, subject to the exceptions stated herein, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, its successors and assigns forever; provided, however that the property is sold and conveyed “as is, where is, and with all faults, including hazardous and regulated materials, if any” and Grantor expressly disclaims, excepts and excludes any and all warranties of title, whether express or implied, or otherwise from this conveyance, including, without limitation, any warranties arising under common law or under Section 5.023 of the Texas Property Code, as amended, or any other statute.

This deed is made and accepted by Grantee, subject to all validly existing restrictions, easements, covenants, and other encumbrances of record in Dallas County, Texas and affecting the property.

As additional consideration and in accordance with Texas Local Gov’t Code Ch. 253, Grantee shall construct a single family residential structure (“home”) on the property for the public purposes of providing a mortgage-free home that will be occupied by a low to moderate income permanently disabled combat wounded veteran (the “Veteran”), all in accordance with the development agreement approved by Irving City Council Resolution __________ dated ________, 2020. If Grantee fails at any time to use the property for the public purposes described
herein and as required by the development agreement, which is incorporated by reference as if fully set forth herein, ownership of the property shall automatically revert to the Grantor. The public purposes shall be completely and fully satisfied and the automatic reverter shall no longer apply to the property when the following conditions have been met: (1) the Grantor has inspected and accepted the work and has determined that the home is fit for occupancy for the public purposes described herein; (2) fee simple title to the property has been conveyed to the Veteran by the Grantee; and (3) the home is occupied by the Veteran as the Veteran's homestead and permanent residence and evidence of such has been provided to the Grantor.

EXECUTED this ______ day of ______________________, 2020.

CITY OF IRVING, TEXAS
A Municipal Corporation

BY:

__________________________
Richard H. Stopfer, Mayor

ATTEST:

__________________________
Shanae Jennings, City Secretary

__________________________
Kuruvilla Oommen, City Attorney

MAYOR'S ACKNOWLEDGMENT

THE STATE OF TEXAS

COU\N\TY 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(s) and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____________ day of ______________, A.D. 2020.

__________________________
Notary Public In and For Dallas County, Texas

My Commission Expires: __________________
EXHIBIT "C"
[LOT DEVELOPMENT PLANS]

PROPERTY A: 304 S. Britain Road, also being known as Lot 8 and the entire North 25 feet of Lot 9, Block A, Irving Oaks Addition, Dallas County, Texas.

PROPERTY B: 312 S. Britain Road, also being known as South 75 feet of Lot 9, Block A, Irving Oaks Addition, Dallas County, Texas.

PROPERTY C: 322 S. Britain Road, also being known as ½ of Lot 10, Block A, Irving Oaks Addition, Dallas County, Texas.
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: 

Company Name: 

Date Signed: 

4-1-2020

NOTARIZATION

THE STATE OF Texas 

COUNTY OF Collin 

BEFORE ME, the undersigned notary public on this day personally appeared 

Ashleigh Chesser, on behalf of Operation Finally Home (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.

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 # 55 – Operation Finally Home – DA LSR # 25205
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, ________________________________, 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 _______________, 20____.

By: ________________________________
Name: ________________________________
Title: ________________________________
On behalf of: ________________________________ (Company Name)

Subscribed and sworn to before me this ___ day of _______________, 20____.

Notary Public In and For the State of ________________

Contract # 55 – Operation Finally Home – DA  LSR # 25205
DISCRETIONARY CONTRACT DISCLOSURE FORM

SECTION I: BASIC GUIDELINES
The Irving Ethics Code requires individuals or entities who seek a contract with the City of Irving which is awarded on a basis other than competitive bidding, and which exceeds $100,000 in payments by the City, to file certain disclosures with the City. This form should be filed with any proposal by the individual or entity, with extra pages attached as needed to complete the responses. In the case of any change in the information, this form should be supplemented within five (5) days of such change or prior to any Council action, whichever is first.

SECTION II: PROJECT

A. Project Description: 304, 312, & 322 S. Britain Road - Development Agreement

B. RFP or RFQ, Number and Date of Issuance: N/A

SECTION III: IDENTITY OF PARTIES AND SUBCONTRACTORS TO THE DISCRETIONARY CONTRACT

A. Individual Parties to the Contract
(includes all natural persons who are parties, partners or subcontractors of the contract)

Name: __________________________ City: __________ Zip: _________
Address: __________________________ Telephone: __________
Email: ____________________________

Name: __________________________ City: __________ Zip: _________
Address: __________________________ Telephone: __________
Email: ____________________________

Name: __________________________ City: __________ Zip: _________
Address: __________________________ Telephone: __________
Email: ____________________________

B. Entity Parties to the Discretionary Contract
(includes all business entities such as corporations, partnerships, and limited liability companies, and also includes any subcontractors, parent and subsidiary corporations to the entity parties).

Entity Name: Operation Finally Home
Officer, Agent or other Contact: Ashleigh Grosser
Email: Ashleigh.Grosser@OperationFinallyHome.com Telephone: 800-941-5712
C. Identity of all lobbyists, attorneys or other consultants to be utilized in seeking or executing the proposed discretionary contract with the City of Irving.

Name: 
Officer, Agent or other Contact: 
Address: 
City: 
Zip: 
Email: 
Telephone: 
☐ Lobbyist  ☐ Attorney  ☐ Consultant

Name: 
Officer, Agent or other Contact: 
Address: 
City: 
Zip: 
Email: 
Telephone: 
Name: 
☐ Lobbyist  ☐ Attorney  ☐ Consultant

Name: 
Officer, Agent or other Contact: 
Address: 
City: 
Zip: 
Email: 
Telephone: 
Name: 
☐ Lobbyist  ☐ Attorney  ☐ Consultant

SECTION IV: INDIVIDUAL, OFFICER, EMPLOYEE OR AGENT SIGNATURE


Date: 3-31-2020

Individual, Officer, Employee or Agent

Printed Name: Ashleigh Crosser

Position: Controller Entity: Operation Finally Home
Operation Finally Home

City Council
Item #12
April 16, 2019
Operation Finally Home (OFH)

- National non-profit
- Organizes and coordinates construction of custom-built mortgage-free homes for wounded, ill or injured veterans and their families
- 200+ homes in 33 states since 2005
Previous Heritage Crossing Project

- During spring of 2018, staff toured Heritage Crossing Single Family Home lots with OFH.
- 411 S Delaware was selected as the desired property for the project.
- June 2018, Council approved conveyance of property for construction of home for a veteran.
- March 25, 2019, Major Eric King was presented with the keys to his brand new mortgage-free custom home.
Heritage Crossing Residential Lots
Deal Points

• City conveys vacant lots – 304, 312, & 322 S Britain Road for $1 each to develop 3 new single family homes for wounded, ill, or injured veterans

• OFH has **5 years to complete** all closing, construction, occupancy, and all other terms and conditions of this Agreement

• OFH builds each new home one at a time

• Construction of each home shall be complete within **240 calendar days** after execution of the deed by the Mayor of the City of Irving.

• OFH will provide an **update every 180 days during the Term** of this Agreement regarding the status of Veteran selection, the Lot Development Plan(s), and the progress of the construction work.
OFH Obligations

• OFH will provide a Lot Development Plan & must comply with City’s Design Standards
  – Includes an estimated project cost and a layout of the improvements, structures, and elevation plans, building materials & architectural design
  – Approved Lot Development Plan will be incorporated into and attached to the Agreement. Any modifications or alterations to the Lot Development Plan(s) after closing will be agreed to by the parties in writing.
• OFH obtain all necessary permits & will not be deemed finished until accepted by City.
OFH Obligations

• Automatic reverter - satisfied when the following conditions have been met:
  – (1) City has inspected and accepted the work;
  – (2) Property has been conveyed to the Veteran
  – (3) Home occupied by the Veteran & homesteaded
Discussion
Resolution -- Approving Change Order No. 4 in the Not-To-Exceed-Amount of $198,662.00 to the Contract with Crescent Constructors, Inc., for the Urban Center Lift Station Project

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 item supports the city’s Investing in our Future initiative. This change order provides for additional required work at the Urban Center Lift Station.

3. During excavation work, a 30-inch reuse water pipeline owned by Dallas County Utility Reclamation District (DCURD) was discovered to be at the same elevation as a 24-inch City of Irving wastewater pipeline proposed with the Urban Center Lift Station Project. The 24-inch wastewater line flows by gravity and the elevation could not be adjusted to avoid the conflict. The 30-inch DCURD pipeline must be raised to avoid the conflict. The cost associated with raising the DCURD 30-inch pipeline is $134,187.00.

4. Oncor has worked with staff to redesign the power feed to the new Urban Center Lift Station. Both the Colorado Lift Station and the Urban Center Lift Station will now be served from the same upgraded transformer provided by Oncor. In addition, 150 feet of electrical conduit and conductors (wire) that was previously planned to be installed by Oncor and funded by Irving has been reallocated to this project at Oncor’s request. The cost to install the additional conduit and conductors is $64,475.00. By having Crescent Constructors, Inc., do this work, the installation can occur sooner and at a slightly reduced cost.

5. An additional 120 calendar days will be added to bring the final completion date to August 12, 2020. The additional time is due to construction associated with the 30-inch DCURD reuse water pipeline conflict and the extension of the new transformer secondary power.

6. The total amount of the change order is $198,662.00. This will increase the total contract amount to $11,869,504.00.

7. Funding in the amount of $198,662.00 is available in the Water Utilities budget within the Sanitary Sewer Bond Fund.

Recommendation

The resolution be approved.

**ADDITIONAL COMMENTS:**

**Contract Required:** Yes  
**Review Completed By:** Zachary Noblitt  
**Council Action:** Approved
Discretionary Contract Disclosure Form Required: No
Certificate of Interested Parties (Form 1295) Required: On file
TGC 2270 Verification Form Required: On file

ATTACHMENTS:
Crescent Constructors CO#4.doc (PDF)
CMR-015 Extend Transformer Secondary Power (PDF)
CMR-012B Reroute DCURD Line (PDF)
Form TGC 2270 - Crescent Constructors, Inc. (PDF)

CURRENT YEAR FINANCIAL IMPACT:
50266014-700210 Budget: $198,662.00 Actual: $198,662.00
P0210124
Budget Adjustment/Transfer Required: No

REVISION INFORMATION:
Prepared: 3/4/2020 01:10 PM by Regina Dearing
Last Updated: 4/9/2020 06:45 PM by Regina Dearing
BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS:

SECTION I. THAT the City Council hereby approves Change Order No. 4 to the contract between the City of Irving and Crescent Constructors, Inc., in an amount not to exceed $198,662.00 which adds 120 days to the contract time for the Urban Center Lift Station Project, and the Mayor is authorized to execute the attached Change Order.

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

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

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS,
on April 16, 2020.

__________________________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

__________________________________________
Shanae Jennings
City Secretary

APPROVED AS TO FORM:

__________________________________________
Kuruvilla Oommen
City Attorney
Change Order No. 4

Project: Urban Center Lift Station
Contractor: Crescent Constructors, Inc.

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<th>Bid Item No</th>
<th>Description</th>
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Total $198,662.00
Net Total $198,662.00
Existing Contract $11,670,842.00
New Contract $11,869,504.00

Number of Calendar Days in Existing Contract 754
Number of Additional Calendar Days 120
Total Number of Calendar Days 874

I (WE) DO HEREBY AGREE TO PERFORM THE WORK INDICATED ABOVE UNDER COLUMN 6 AND/OR TO THE NON-PERFORMANCE OF THE WORK INDICATED ABOVE UNDER COLUMN 7 IN CONSIDERATION FOR PAYMENT AND COMPENSATION AS INDICATED ABOVE AND AS PROVIDED FOR IN THE GENERAL CONDITION OF AGREEMENT AND CMR-010B, WHICH IS ATTACHED HERETO AND MADE A PART OF THIS CHANGE ORDER FOR THE PURPOSES PROVIDED HEREIN. THE NUMBER OF ADDITIONAL CALENDAR DAYS REFLECTS 90 DAYS REQUIRED FOR ADDITIONAL WORK ASSOCIATED WITH PCM-03 AND 30 DAYS OF ADDITIONAL WORK ASSOCIATED WITH CMR-015.

FURTHER, I (WE) WAIVE AND FOREVER RELEASE ANY CLAIM AGAINST THE OWNER FOR ADDITIONAL TIME OR COMPENSATION FOR MATTERS RELATING TO, ARISING OUT OF, OR RESULTING FROM THE WORK INCLUDED WITHIN OR AFFECTED BY THE EXECUTED CHANGE ORDER.

AGREED:

BY: [Signature]
04/08/20

David A. Caldwell
(Printed Name)

APPROVAL REQUESTED:

APPROVED AND AGREED TO:

TODD W. RECK, P.E, WATER UTILITIES DIRECTOR

MAYOR RICK STOPFER

DATE

City of Irving | 825 W. Irving Blvd. | Irving, TX 75060 | (972) 721-2600 | www.cityofirving.org
CONTRACTOR MODIFICATION REQUEST 015

PROJECT: URBAN CENTER LIFT STATION
PROJECT NO. P0210124

DATE: 20-Mar-20

ATTENTION: CITY OF IRVING
IRVING, TEXAS
ATTN: STEVE PETTIT

Attention:
The following change in contract on this project is proposed:

A breakdown of cost SHALL be attached.
Work shall not commence until authorized by the OWNER.

Description of the Proposed Change & Clarifications

Extend New Transformer Secondary Power (See attached quotation from HC Electric)

TOTAL AMOUNT $64,475

David A. Caldwell
Crescent Constructors, Inc.

All work shall be in accordance with the terms, stipulations, and conditions of the original Contract Documents. If the work herein provided for is Approved by Change Order, the time of completion will be:

- Increased By 30 Calendar Days
- Decreased
- Unchanged

ACCEPTED

Date

City of Irving

Packet Pg. 152
URBAN CENTER LIFT STATION  
PROJECT NO. P0210124  
CHANGE DESCRIPTION: Extend New Transformer Secondary Power  
CONTRACTOR MODIFICATION REQUEST  

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CLARIFICATIONS:

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<td>30 Ton Crane 756 / 3,779 / 11,337)</td>
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Job: Urban Center Lift Station  
Item: 1/1 1/1 1/1

1,212 0 0
## ADJUSTMENT FOR CHANGES IN WORK

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ADJUSTMENT FOR CHANGES IN WORK

Project #: 18-0254H  
Contract #:  
Revision #:  
Project Title: URBAN CENTER LIFT STATION: EXTEND XFMR SECONDARY POWER  
Date: 3/16/2020  
Contractor: HC I&E CONTRACTORS, LLC

Description of Change in Work: Oncor is to upsize the existing 225kVA Colorado Lift Station transformer to a 500kVA to feed Colorado, Urban Center and TRA. CMR-006 moved the UCLS transformer next to the the New UCLS Driveway. This Change order is to extend the Secondary conduits and wire from UCLS driveway to the existing Colorado Transformer Pad approx. 150' linear feet. NOTE: This change order only includes 2-4" conduit as the CMR-007 included 2-4" Empty raceways (to bring total to 4-4")

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Subtotals  
270.45  
$25,536.08  
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Attachment: CMR-015 Extend Transformer Secondary Power (10873: 60 CO4 Crescent Constructors, Inc., - Urban Center Lift Station Project)
PROPOSED CONTRACT MODIFICATION

**OWNER:** City of Irving
**PROJECT:** Urban Center Lift Station
**CONTRACTOR:** Crescent Constructors, Inc
**ENGINEER:** Plummer Associates, Inc.
**PCM NO.:** PCM-03  **DESCRIPTION:** Reroute DCURD 30” RCCP Pipeline

**NOTIFICATION TO CONTRACTOR:**
We are requesting making the change to the Contract described in the attached materials and request that you take the following action:

- [ ] Notify us that you concur that this change does not require a change in contract time or amount. A Field Order will be issued.
- [x] Submit a price proposal with detailed cost breakdown and revised schedule for performing the described change.
- [ ] A change order will be issued for payment at the unit price bid.
- [ ] Proceed with the change under the time and materials provision of the Contract.

**REQUESTED BY:** Brian Wright  **DATE:** 1/24/2020

**RESPONSE FROM CONTRACTOR:**
We respond to your request as follows:

- [ ] We concur that this is a no cost or time change. Issue a Field Order.
- [x] We submit the attached price proposal with detailed cost breakdown and revised schedule for performing the described change.
- [ ] The proposed change in cost is **$134,187.00**
  The proposed change in time is **90** day(s).
- [ ] We are proceeding with the change at the unit price bid.
- [ ] We are proceeding with the change under the time and materials provision of the Contract.

**RESPONSE BY:** David A. Caldwell  **DATE:** 03-17-20

**ACTION TAKEN:**
- [ ] Proposed contract modification rejected. Contractor notified not to proceed.
- [ ] Field Order Issued  **FO**
- [ ] Change Order Issued  **CO**

**RESPONSE BY:**

**TYPED NAME**
**DATE**
DESCRIPTION OF CHANGE TO THE CONTRACT
PCM-03

The DCURD 30-inch RCCP (B-303) pipeline needs to be modified to accommodate the grade for the new 24" University Hills Gravity Pipeline. Please respond to this PCM as soon as possible in order to keep the project moving.

- Cost – Provide a detailed cost breakdown to reroute the DCURD pipeline as shown in the attached figure. Cost shall include:
  - Approximately 60ft of restrained DR 25 30-inch PVC for the reroute (length is dependent on locating the existing joints on the pipe);
  - Two RCCP-PVC restrained joint adapters, connecting the PVC to the existing RCCP bell or spigot ends (using Romac RC400 plain end couplers with 470 harness restraints and butt straps, or equal, with 304 SS hardware – refer to Detail 1);
  - Two ductile 45deg restrained bends, with 304 SS hardware;
  - Provide bonding across the PCV reroute by joining the existing RCCP bells and spigots and ductile iron fittings to provide a continuous, traceable tone using thermite welds and 10 gauge solid copper wire. This should also be tested and approved prior to the job completion;
  - Existing RCCP bell and spigot joints, adapters and butt straps shall be re-grouted or epoxy coated for internal and external corrosion protection;
  - Poly bag fittings and pipe with purple polyethylene encasement tubing;

- Schedule – Please include the number of additional days on the critical path needed to complete the work described above.
RCCP x PVC Adapter Installation Detail

- **EXISTING RCCP PIPE**
- **RCCP SPIGOT OR BELL RING**
- **PLAIN END x GASKET ADAPTER**
- **ADAPTER GLAND**

**Suggested Weld of Adapter Plain End or Butt Strap to Bell Ring**
(Field Mortar Lining/Coating Not Shown)

**Round Bar**
Helically Wound

**BUTT STRAP**
(OPTIONAL)

**Suggested Weld of Adapter Plain End or Butt Strap to Spigot Ring**
(Field Mortar Lining/Coating Not Shown)

**Centrifugally Cast Cement Mortar Lining**

**Cement Mortar Poured in Field**
3/4" (19 mm) Min.

1" (25 mm) Min. Mechanically Impacted Cement Mortar Coating

**Rubber Gasket**

**Inside Joint Space Cement Mortar Placed in Field**

**Mechanical Restraints Not Shown (Romac 470)**

**New Cement Mortar & Epoxy Coating/Lining Not Shown**
CONTRACTOR MODIFICATION REQUEST

PROJECT: URBAN CENTER LIFT STATION
PROJECT NO. P0210124

DATE: 17-Mar-20

ATTENTION: CITY OF IRVING
IRVING, TEXAS
ATTN: STEVE PETTIT

Attention:
The following change in contract on this project is proposed:
A breakdown of cost SHALL be attached.
Work shall not commence until authorized by the OWNER.

Description of the Proposed Change & Clarifications

Reroute DCURD 30" RCCP Pipeline per PCM #003

This proposal does not include pricing to raise the new 24" Influent due to the delay in material delivery required by this proposal. A new cost proposal will be submitted if this additional work is required.

TOTAL AMOUNT $134,187

David A. Caldwell
Crescent Constructors, Inc.

All work shall be in accordance with the terms, stipulations, and conditions of the original Contract Documents. If the work herein provided for is Approved by Change Order, the time of completion will be:

Increased By 90 Calendar Days
Decreased
Unchanged

ACCEPTED

REJECTED

City of Irving

Date
## URBAN CENTER LIFT STATION

**PROJECT NO. P0210124**

**CHANGE DESCRIPTION:** Reroute DCURD 30” RCCP Pipeline per PCM #003

### CONTRACTOR MODIFICATION REQUEST

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**EQUIPMENT (Daily / Weekly / Monthly) Cost**

*Fuel, Oil, Grease, & Maintenance Included*

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**SUBCONTRACTORS**

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Job: Urban Center Lift Station  
Item: 1/1 1/1 1/1

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<td>PCM - 04</td>
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<td>11</td>
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<tr>
<td>12</td>
<td></td>
<td>30” CS BUT STRAP</td>
<td>2</td>
<td>$1,250.00</td>
<td>EA</td>
<td>$2,500.00</td>
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<tr>
<td>13</td>
<td></td>
<td>30” M11 HARNESS ASSEMBLY</td>
<td>2</td>
<td>$2,500.00</td>
<td></td>
<td>$5,000.00</td>
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<td>14</td>
<td></td>
<td>32.00 X 33.75 RC400 ROMAC CPLG W/ 1 EA 304SS M11 F. 33.75 AND 1 EA ROMAC 470 RERAINT HARNESS W/ 304SS BOLTING</td>
<td>2</td>
<td>$12,500.00</td>
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<td>30” DR25 C-900 PVC PIPE</td>
<td>80</td>
<td>$82.00</td>
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<td>30” C153 MJ 45 BEND L/ ACC.</td>
<td>2</td>
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<td>APPROXIMATE VALUE FOR WELDING NEEDED</td>
<td>1</td>
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<td>LS</td>
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<td>19</td>
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<td>PURPLE POLYETHYLENE ENCASEMENT</td>
<td>1</td>
<td>$300.00</td>
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<td>$300.00</td>
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<td>21</td>
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<td>TOTAL MATERIAL</td>
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<td></td>
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<td>$63,249.68</td>
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<tr>
<td>22</td>
<td></td>
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</tr>
</tbody>
</table>
Form TGC 2270

VERIFICATION REQUIRED BY TEXAS GOVERNMENT CODE CHAPTER 2270

I, the undersigned notary public on this day personally appeared before me on the 12th day of December, 2017, the undersigned notary public on this day personally appeared before me on the 12th day of December, 2017.

SWORN TO AND SUBSCRIBED, before me on the 12th day of December, 2017.

Lisa Hill
Notary Public
State of Texas
My Comm. Exp. 02-21-2018

following definitions apply to Texas Government Code Section 2270.001:

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

(2) "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, holding a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exist to make a profit.

The law requires verification from a Company for contracts involving goods or services (regardless of amount) before the City can enter into the contract.

tract #024M-18F
Resolution -- Approving the Payment to Avenu Insights and Analytics, LLC, in the Amount of $72,434.74 for Banner Software Maintenance and Support

Administrative Comments

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

2. **Impact:** Maintenance of Banner Enterprise Resource Planning (ERP) software is necessary for support of the city’s financial, human resources, and payroll systems. These systems provide management of financial transactions, budgets, and purchasing, processing entry and exit of an individual’s employment as well as tracking employee records. They also provide management of timekeeping, financial and non-financial employee benefits, and payroll processing.

3. This item allows payment of the Banner ERP software maintenance for the service term of May 1, 2019 through April 30, 2020, with total payment invoiced and paid at the end of the 12-month period.

4. Funding is available in the Information Technology Internal Service Fund.

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Service Term</th>
<th>Total Amount</th>
<th>Fiscal Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>Avenu Insights and Analytics, LLC</td>
<td>5/1/19 – 4/30/20</td>
<td>$72,434.74</td>
<td>2019-20</td>
</tr>
</tbody>
</table>

Recommendation

The resolution be approved.

ADDITIONAL COMMENTS:

Contract Required: No          Review Completed By: N/A
Previous Action: RES-2018-135    Council Action: Approved
Discretionary Contract Disclosure Form Required: No
TGC 2270 Verification Form Required: No
Comments: This vendor is the sole source provider for maintenance for this software system.

ATTACHMENTS:

Quote (PDF)

CURRENT YEAR FINANCIAL IMPACT:

60277500-620007 Budget: $72,434.74 Actual: $72,434.74
Budget Adjustment/Transfer Required: No

REVISION INFORMATION:

Prepared: 3/17/2020 09:07 AM by Laura Herrera
Last Updated: 4/8/2020 03:26 PM by Carolyn Matthis
BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS:

SECTION I. THAT the City Council hereby approves the payment to Avenu Insights and Analytics, LLC, in the amount of $72,434.74 for the period of May 1, 2019, through April 30, 2020 for Banner Enterprise Resource Planning Software.

SECTION II. THAT funding for these expenditures is available in the Information Technology Internal Service 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
**Quote to Client**

For the term of May 1, 2019 – April 30, 2020  
(To be invoiced April, 2020)

City of Irving, TX

TCP/PSE – Support and Maintenance Banner Finance/Human Resources

- Banner Finance $ 40,330.88
- Banner Human Resources $ 26,373.60
- Banner Employee Self-Service $ 5,730.26

TOTAL $ 72,434.74
Resolution -- Approving a Vendor/Member Contract Pursuant to a Cooperative Purchasing Agreement Between the City of Irving and Fastenal Company and Authorizing As-Needed Expenditures in the Total Estimated Amount of $175,000.00 for Maintenance, Repair & Operations (MRO) Supplies and Related Services through the National Intergovernmental Purchasing Alliance Company dba Omnia Partners, Public Sector (Omnia Partners)

1. This item is recommended by the Financial Services Department - Purchasing Division.

2. **Impact:** Establishment of a Vendor/Member contract between the City of Irving and Fastenal Company, for the utilization of Omnia Partners Contract No. 2018.000208, which expires on June 30, 2023, will allow the city to purchase MRO items under the best possible terms and conditions for the city.

3. Approval of this contract supports as-needed purchases of tools, maintenance supplies, hardware items, etc. from local stores or by purchase order as well as through the designated Omnia Partners contract for the specified term. It additionally provides a vending program at no cost to the city for dispensing often-used items in order to provide accountability for employee usage.

4. Funding for Fiscal year 2019-20 is available in various departmental budgets within various funds, 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>Fastenal Company</td>
<td>4/17/20 – 3/31/21</td>
<td>$87,500.00</td>
<td>2019-20</td>
</tr>
<tr>
<td></td>
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<td>$87,500.00</td>
<td>2020-21</td>
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<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td><strong>$175,000.00</strong></td>
<td></td>
</tr>
</tbody>
</table>

**Recommendation**
The resolution be approved.

**ADDITIONAL COMMENTS:**

- **Contract Required:** Yes
- **Reviewed Completed By:** Christina Weber
- **Previous Action:** None
- **Council Action:** None
- **Discretionary Contract Disclosure Form Required:** No
- **Certificate of Interested Parties (Form 1295) Required:** Yes
- **TGC 2270 Verification Form Required:** Yes
- **Comments:** The City of Irving entered into a Master Interlocal Cooperative Purchasing Agreement (MICPA) with the National Intergovernmental Purchasing Alliance Company dba OMNIA Partners, Public Sector on July 18, 2019 by RES-2019-262. Purchases to be made...
under Omnia Partners Contract No. 2018.000208, expiring on June 30, 2023, meet competitive bid requirements with the State of Texas statutes, rules, policies, and procedures. Pricing is reasonable and within budget. These as-needed expenditures will be tracked using contract #42000423.

**ATTACHMENTS:**

- Signed VM Contract (PDF)
- TGC 2270 (PDF)

**CURRENT YEAR FINANCIAL IMPACT:**

Various Budget: $87,500.00  
Actual: $87,500.00  
Purchase orders will be issued as needed.  
Budget Adjustment/Transfer Required: No

**REVISION INFORMATION:**

Last Updated: 4/10/2020 08:44 AM by Darlene Humphries
CITY OF IRVING

COUNCIL RESOLUTION NO. (ID # 10876)

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 a Master Intergovernmental Cooperative Purchasing Agreement with the National Intergovernmental Purchasing Alliance Company dba Omnia Partners, Public Sector (Omnia Partners) on July 18, 2019;

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

SECTION I. THAT the City Council hereby approves the attached Vendor/Member Contract Pursuant to a Cooperative Purchasing Agreement between the City of Irving and Fastenal Company and authorizes as-needed expenditures in the estimated amount of $87,500.00 for the period of April 17, 2020, through September 30, 2020; and in the estimated amount of $87,500.00 for the period of October 1, 2020, through March 31, 2021, subject to funds being appropriated in Fiscal Year 2020-21, through Omnia Partners Contract Number 2018.000208 for Maintenance, Repair & Operations (MRO) Supplies and Related Services, and the Mayor is authorized to execute the attached contract.

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

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

____________________________

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: Fastenal Company

COOPERATIVE PURCHASING ASSOCIATION/AGENCY: Omnia Partners

COOPERATIVE PURCHASING ASSOCIATION/AGENCY AGREEMENT NUMBER AND NAME:

#2018.000208 – Maintenance, Repair, & Operations (MRO) Supplies & Related Services

EXPIRATION DATE OF COOPERATIVE PURCHASING ASSOCIATION/AGENCY AGREEMENT: 6/30/2023

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.

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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/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 above referenced 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 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**

Name  
Terry Owen

Title  
Sr. Executive Vice President

Company Name  
Fastenal Company

Date  
3/2/2020

Address:  
2001 Theurer Blvd.

Winona, MN 55987

**IRVING**

Signature

Richard H. Stopfer

Mayor

City of Irving

Date

Address:  
c/o Purchasing Agent

835 West Irving Boulevard

Irving, Texas 75060

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ACKNOWLEDGMENT

CORPORATE ACKNOWLEDGMENT

THE STATE OF Minnesota $
COUNTY OF Winona $

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

Terry Owen Sr. Executive Vice President
(Print Name) (Print Title)
of the corporation known as Fastenal 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 2nd day of March __________, A.D., 2020.

Heather Jean Fransen
Notary Public In and For
State of Minnesota
My Commission Expires January 31, 2024

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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 damage 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.

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.
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)  Fastenal Company

SIGNATURE  

PRINTED NAME  Terry Owen

PRINTED TITLE  Sr. Executive Vice 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:

Print Name: Terry Owen Title: Sr. Executive VP

Company Name: Fastenal Company

Date Signed: 3/2/2020

NOTARIZATION

THE STATE OF Minnesota

COUNTY OF Winona

BEFORE ME, the undersigned notary public on this day personally appeared Terry Owen, on behalf of Fastenal 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.

SWORN TO AND SUBSCRIBED before me on the 2nd day of March, 2020.

NOTARY PUBLIC IN AND FOR THE STATE OF Minnesota

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 #2018.000208 (Omnia Partners) LSR #
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, ____________________________________, 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 _______________, 20__.

By: ________________________________

Name: ______________________________

Title: ______________________________

On behalf of: ________________________ (Company Name)

Subscribed and sworn to before me this _____ day of ______________, 20__.

______________________________________
Notary Public In and For the State of

Contract #2018.000208 (Omnia Partners) LSR #__________
Resolution -- Renewing the Contract with First Student, Inc., in an Amount Not to Exceed $70,000.00 for Bus Transportation Services

Administrative Comments

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

2. **Impact:** This item will provide cost effective bus transportation services for recreation program participants and enable staff to directly supervise children during transit, thus increasing their safety.

3. This renewal establishes the continuation of an annual contract for bus transportation services for City of Irving recreation centers. Vendor will pick up campers at various recreation centers, travel to various outings within the Metroplex, and then return campers to original point of pick-up. The original contract was awarded on the basis of competitive bids. This is the second and final one-year renewal option. The current contract expires on April 30, 2020.

4. Funding for Fiscal Year 2019-20 is available in the Parks and Recreation 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 May 2020 through April 2021, it is possible that more than the estimated amounts shown in the chart below may be spent in one operating year or the other as long as there are budget funds available to accommodate that year’s additional purchases and the total contract award amount is not exceeded.

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Contract Term</th>
<th>Total Estimated Amount</th>
<th>Fiscal Year(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>First Student, Inc.</td>
<td>5/1/20 - 4/30/21</td>
<td>$50,000.00</td>
<td>2019-20</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$20,000.00</td>
<td>2020-21</td>
</tr>
<tr>
<td><strong>TOTAL AMOUNT NOT TO EXCEED</strong></td>
<td></td>
<td><strong>$70,000.00</strong></td>
<td></td>
</tr>
</tbody>
</table>

Recommendation

The resolution be approved.

ADDITIONAL COMMENTS:

Contract Required: No
Review Completed By: N/A
Previous Action: RES-2019-61
Council Action: Approved Renewal
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 second and final one-year renewal option. These as-needed expenditures will be tracked using contract #42000024-0.

ATTACHMENTS:

Renewal Summary - Bus Transportation Services for City of Irving Recreation Centers (PDF)

CURRENT YEAR FINANCIAL IMPACT:

10013007-640021 Budget: $50,000.00 Actual: $50,000.00
Purchase orders will be issued as needed for annual contract.
Budget Adjustment/Transfer Required: No

REVISION INFORMATION:

Prepared: 4/1/2020 11:38 AM by Rashmi Kulkarni
Last Updated: 4/10/2020 08:47 AM by Darlene Humphries
BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS:

SECTION I. THAT the City Council hereby renews the contract with First Student, Inc., in the estimated amount of $50,000.00 for the period of May 1, 2020, through September 30, 2020, and in the estimated amount of $20,000.00 for the period of October 1, 2020, through April 30, 2021, subject to funds being appropriated in Fiscal Year 2020-21; however, expenditures shall not exceed $70,000.00 for the period of May 1, 2020, through April 30, 2021, for Bus Transportation Services.

SECTION II. THAT funding for these expenditures is available in the Parks and Recreation Department budget within the General Fund.

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


______________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

______________________________
Shanae Jennings
City Secretary

APPROVED AS TO FORM:

______________________________
Kuruvilla Oommen
City Attorney
CITY OF IRVING Renewal Summary
Bus Transportation Services for City of Irving Recreation Centers
Darlene Humphries, Purchasing Manager 972.721.3752

<table>
<thead>
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<tr>
<td>2</td>
<td>Daily Rate</td>
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<td>No Bid</td>
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<tr>
<td>3</td>
<td>Mileage Charge (if applicable)</td>
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</table>

* The minimum cost would be $186 based on $62 per hour X 3 hr minimum of service. Each additional hour will be billed at $62
Resolution -- Approving and Accepting the Bid of Way Mechanical in the Total Estimated Amount of $84,090.00 for Refurbishing of Air Handling Units at City Hall

Administrative Comments
1. This item is recommended by the Capital Improvement Program Department – Facilities Division.

2. **Impact:** The HVAC units currently in service at City Hall are in need of refurbishment in order to have them continue to remain in service. They have exceeded their life expectancy and require frequent maintenance/repairs to efficiently provide climate control for the facility.

3. Proposals were received from four bidders. Way Mechanical provided the lowest responsive, responsible base bid in the amount of $84,090.00. No alternate items are being awarded.

4. Funding in the amount of $84,090.00 is available in the City Building Improvement Bond Fund.

Recommendation
The resolution be approved.

ADDITIONAL COMMENTS:

- **Contract Required:** No
- **Review Completed By:** N/A
- **Previous Action:** None
- **Council Action:** None
- **Discretionary Contract Disclosure Form Required:** No

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

Comments: Purchasing sent solicitation notices for ITB #085R-20F to 727 vendors of which 271 were M/WBE or HUB vendors. Four responses were received. The lowest responsive, responsible bidder meets specifications and performance criteria. Pricing is reasonable and within budget.

ATTACHMENTS:

085R-20F - Response Summary (PDF)
CURRENT YEAR FINANCIAL IMPACT:

40174103-700075 - 41CIP19002-CONS-FAC  Budget: $84,090.00  Actual: $84,090.00
Req#12003222
Budget Transfer/Adjustment Required: No

REVISION INFORMATION:

Prepared: 4/1/2020 02:04 PM by Rashmi Kulkarni
Last Updated: 4/10/2020 09:52 AM by Rashmi Kulkarni
BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS:

SECTION I. THAT the City Council hereby approves and accepts the bid of Way Mechanical in the total estimated amount of $84,090.00 for Refurbishing of the Air Handling Units at City Hall, Irving Texas and the Mayor is authorized to execute any necessary contract.

SECTION II. THAT funding for this expenditure is available in the City Building 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
<table>
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<th>Line #</th>
<th>Description</th>
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Attachment: 085R-20F - Response Summary (10933 : 14PA2 AW1 Refurbishing of AHUs at the City Hall)
## Response Summary

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<tr>
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<td>Cost to replace all bearings and reinstall the blower shaft</td>
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<td>5.6</td>
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## Response Summary

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### Total Prices

- **Way Mechanical**: $84,090.00
- **ACIS, Inc. (Air-Conditioning Innovative Solutions, Inc.)**: $169,513.75
- **CMS Mechanical Services, Inc**: $193,980.00
- **ABM Building Services, LLC**: $199,120.00
Resolution -- Approving a Professional Services Agreement Between the City of Irving and Taylor Collective Solutions, LLC, in an Amount Not to Exceed $95,000.00 for Transportation Investment Summit Event Planning Services

Administrative Comments

1. This item is recommended by the Traffic & Transportation Department.

2. **Impact:** Meeting and event planning services for the city’s Transportation Investment Summit will allow the city to coordinate, plan and manage the event which focuses on transportation, water, infrastructure and economic development topics among other legislative priorities.

3. A Request for Proposals (RFP) was issued on February 20, 2020 for these services. The proposal submitted by Taylor Collective Solutions, LLC, meets all requirements as set forth in the RFP specifications and is designed to result in a revenue neutral event.

4. Services to be provided will be inclusive of the following: securing speakers; marketing, budgeting, sponsorship and event logistics; and coordination of audio visual/technology needs.

5. Although the contract is for $95,000.00, event-related revenue in the form of sponsorships, registration fees, etc., is expected to offset most if not all of this amount.

6. Minority- and/or Woman-Owned Business participation in this award is 100%.

7. Funding in an amount not to exceed $95,000.00 is available in the Transportation Summit budget within the General Fund.

8. Upon approval of this agreement, a separate agreement will be forthcoming to provide a venue for the Transportation Investment Summit.

Recommendation

The resolution be approved.

ADDITIONAL COMMENTS:

<table>
<thead>
<tr>
<th>Contract Required</th>
<th>Previous Action</th>
<th>Review Completed By</th>
<th>Council Action</th>
<th>Discretionary Contract Disclosure Form Required</th>
<th>Certificate of Interested Parties (Form 1295) Required</th>
<th>TGC 2270 Verification Form Required</th>
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<tr>
<td>Yes</td>
<td>None</td>
<td>Zachary Noblitt</td>
<td>None</td>
<td>No</td>
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Comments: Purchasing sent solicitation notices to 25 vendors for RFP #092D-20F, of which 15 were MWBE or HUB vendors. One response was received, which was from an
MWBE or HUB vendor. Pricing is reasonable and within budget.

ATTACHMENTS:

TAYLOR COLLECTIVE CONSULTING AGREEMENT FINAL 4.9.20 (PDF)

CURRENT YEAR FINANCIAL IMPACT:

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</table>

Purchase orders will be issued as needed for annual contract.

REVISION INFORMATION:

Prepared: 3/30/2020 06:10 PM by Darlene Humphries
Last Updated: 4/10/2020 11:02 AM by Darlene Humphries
BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS:

SECTION I. THAT the City Council hereby approves and accepts the attached professional services agreement between the City of Irving and Taylor Collective Solutions, LLC, for Transportation Investment Summit Event Planning Services in an amount not to exceed $95,000.00, subject to annual appropriations, for the period beginning April 16, 2020 and expiring thirty days from the date of the Summit, unless renewed, and the Mayor is authorized to execute said agreement.

SECTION II. THAT funding for these expenditures is available in the Transportation Summit budget within the General Fund.

SECTION IV. 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
Professional Services/Consulting Agreement

THIS AGREEMENT is entered into as of the 16th day of April, 2020, by and between the City of Irving, Texas, a municipal corporation located in Dallas County, Texas, and incorporated as a home rule city under the Constitution of the State of Texas, hereinafter referred to as "CITY," and Taylor Collective Solutions, LLC, hereinafter referred to as "CONSULTANT."

WITNESSETH:

In consideration of the premises and mutual covenants hereinafter contained, the parties hereto agree as follows:

1. Services

The CONSULTANT shall perform the services set out in Exhibit "A" and is incorporated herein as though fully set out, with such document hereinafter referred to as "the Services."

2. Compensation and Reimbursement

2.1. CITY shall pay CONSULTANT a fee not to exceed ninety-five thousand and no/100 Dollars ($95,000.00) for the Initial Term (defined below), which includes reimbursable expenses in an amount not to exceed twenty-three thousand and no/100 Dollars ($23,000) for the Services as specified in Exhibit "A." Reimbursable expenses must comply with CITY's Reimbursement Guidelines set forth in Exhibit "B." CONSULTANT shall provide substantiating receipts for all reimbursable expenses.

2.2. CONSULTANT shall submit invoices monthly, as the work progresses. CITY shall then pay the CONSULTANT the total amount of the statement which is validly due within thirty (30) days, with the final monthly installment being paid upon satisfactory completion of the project. All payments made under this Agreement shall be made from currently available funds.

2.3. CONSULTANT must give written notice that the Services have been completed or substantially completed, and CITY shall make a final inspection of the Services, and if the Services are found to be completed or substantially completed in accordance with this Agreement, CITY shall, upon the receipt of invoice, pay CONSULTANT within thirty (30) days the balance due CONSULTANT under the terms of this Agreement.

2.4. In the event CITY should request additional services not set forth in Exhibit "A," CONSULTANT and CITY shall agree on the compensation for those services prior to performance by CONSULTANT. Performance of these additional services may be within or without the term of the contract set forth in Section 5 of this Agreement. Under no circumstances will CONSULTANT perform additional services without prior written authorization from CITY.
3. **Order of Precedence**

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 Agreement;
2. Exhibit “B”;
3. Exhibit “A”;
4. Specifications and any addendums;
5. Special Instructions to Proposers;
6. Notice to Proposers;
7. General Instructions to Proposers;
8. Standard Terms and Conditions; and
9. Supplier Response document from CONSULTANT.

4. **Confidential Relationship and Media Coverage**

4.1 CITY may from time to time communicate to CONSULTANT certain information to enable CONSULTANT to effectively perform the Services. CONSULTANT shall treat all such information as confidential, whether or not so identified, and shall not disclose any part thereof without the prior written consent of CITY. CONSULTANT shall limit the use and circulation of such information, even within its own organization, to the extent necessary to perform the Services. The foregoing obligations of this Section 3, however, shall not apply to any part of the information that (i) has been disclosed in publicly available sources of information, (ii) is, through no fault of CONSULTANT, hereafter disclosed in publicly available sources of information, (iii) is now in the possession of CONSULTANT without any obligation of confidentiality, or (iv) has been or is hereafter rightfully disclosed to CONSULTANT by a third party, but only to the extent that the use or disclosure thereof has been or is rightfully authorized by that third party.
4.2 CONSULTANT shall not disclose any reports, recommendations, conclusions, or other results of the Services, the existence of, or the subject matter of this contract without the prior written consent of CITY.

4.3 In its performance hereunder, CONSULTANT shall comply with all legal obligations it may now or hereafter have respecting the information or other property of any other person, firm, or corporation.

4.4 CONSULTANT will not provide any public statements, press releases, articles, writings or materials to the any media outlet, including but not limited to, newspapers, social media, websites, blogs, magazines, or TV stations, which refers to the CITY, or any of the services provided by CONSULTANT to CITY, under this Agreement without the prior written authorization of the CITY. Requests for prior written approval of such releases, public statements, articles, writings or materials shall be directed to the CITY’s Director of Corporate Communications. This provision is intended to survive the expiration or termination of the Agreement.

5. Proprietary Rights

5.1 The work product of the Services, and any writings, discoveries, inventions, and innovations or data resulting from the Services, shall be promptly communicated to, and be the property of CITY.

5.2 As instruments of service, all documents, including original drawings, estimates, and notes shall be available for use by CONSULTANT named herein.

6. Term

6.1 This Agreement shall commence on April 16, 2020 and terminate thirty (30) days after the agreed-upon event date for the 2020 Summit, or in the event of suspension, the 2021 Summit (each summit date individually, the “Event Date”, and such time period identified above, the “Initial Term”) unless earlier terminated by the CITY in writing. CITY may opt to suspend the Initial Term at any time, or may opt to terminate this Agreement, in either case, upon ten (10) days’ written notice to the CONSULTANT. In the event of suspension, CITY may elect to resume the Agreement for the remainder of the Initial Term, if applicable, as well as opt to renew for subsequent Renewal Terms (defined below). In the event this Agreement suspends or terminates prior to the completion of the Services for reasons other than for cause, payment shall be made for services performed through the effective suspension or termination date, as applicable, including reimbursable expenses then due. This payment shall be the CITY’s sole obligation to the CONSULTANT for the Initial Term. In addition, upon termination or expiration of this Agreement, CONSULTANT shall return to CITY any and all equipment, documents, or materials, and all copies made thereof, which
CONSULTANT received from, and/or developed for CITY for the purposes of this Agreement.

6.2 Upon the expiration of the Initial Term, CITY and CONSULTANT may mutually agree in writing to extend this Agreement for two (2) additional periods of the shorter of twelve (12) months each or thirty (30) days after each of the subsequent Event Dates (collectively, the “Renewal Terms”). Unless otherwise agreed in writing by the parties, all Renewal Terms shall be subject to all of the same terms and conditions of this Agreement. All Renewal Terms shall be subject to the annual appropriation of funds by the CITY.

7. **Right to Audit**

The CITY, at its own expense, shall have the right at all reasonable times during normal business hours and upon at least twenty-four (24) hours advance notice, to audit, to examine, and to make copies of or extracts from the books of account and records maintained by CONSULTANT with respect to the Services. If such audit shall disclose overpayment by CITY to CONSULTANT, written notice of such overpayment shall be provided to CONSULTANT and the amount of overpayment shall be promptly reimbursed by CONSULTANT to the CITY. In the event any such overpayment is not paid within ten (10) days after receipt of such notice, the unpaid amount of such overpayment shall bear interest at the rate of one percent (1%) per month from the date of such notice until paid.

8. **Indemnification**

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

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

9. Insurance

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

A. Workers’ Compensation and Employers’ Liability

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

Workers’ Compensation coverage shall be based on proper reporting of classification codes and payroll amounts and filing of any coverage Agreements which meet the statutory requirements of the Texas Labor Code and shall apply to all employees of the contractor providing services under the proposed contract. Sole Proprietors may request a waiver of this requirement if they have no employees. If services under this contract will not be performed on City property, the CONSULTANT may submit a written request for exemption from this requirement.
B. **Commercial General Liability**
Commercial General Liability Insurance with a minimum limit of $1,000,000 per occurrence for bodily injury, personal injury, and property damage. Aggregate Policy minimum limit of $1,000,000 will include coverage for, but is not limited to, Premises-Operations, Broad Form Contractual Liability, Broad Form Property Damage, Products and Completed Operations, Personal Injury, and Independent Contractors and Contractual Liability. Coverage under this policy shall be on an “occurrence” basis.

C. **Business Automobile Liability Insurance**
Automobile Liability Insurance with a minimum of $1,000,000 Combined Single Limit. Coverage shall include all owned, hired, and non-owned vehicles used in performance of the proposed contract. The combined coverage limits of this insurance shall include bodily injury (including death) and property damage. If services performed under this contract will not require the use of vehicle(s), CONSULTANT may request in writing, exemption from this requirement.

D. **Professional Liability**
Professional Liability Insurance for the rendering of or failure to render professional services with minimum limit of $1,000,000 per occurrence. Aggregate Policy minimum limit is $1,000,000. A “claims made” policy is acceptable coverage which must be maintained during the course of the project and up to three (3) years after completion and acceptance of the project by the City. Coverage including any renewals shall have the same retroactive date that is applicable to the policy.

9.2 **General Provisions for all Insurance Coverage**

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

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

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

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

E. COVERAGE CONTINUATION AND CANCELLATION – In the event any insurance policy shown on the certificate(s) of insurance has an expiration date prior to the completion of the contract, the CONSULTANT shall furnish the CITY proof of identical continued coverage no later than thirty (30) days prior to the expiration date shown on the certificate. Failure to maintain continuous coverage during the term of the proposed contract, or failure to provide proof of coverage at any time during the term of the contract, may result in cessation of work and/or termination of the contract. Coverage shall not be canceled, non-renewed, or materially altered except after thirty (30) days prior written notice by certified mail (return receipt requested) to City Risk Manager, 825 W. Irving Blvd., Irving, Texas 75060.

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

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

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

I. PAYMENT OF PREMIUMS – Companies issuing insurance policies shall have no recourse against the CITY for payment of any premiums or assessments for any deductibles which are the sole responsibility and liability of the CONSULTANT.
J. **PROOF OF INSURANCE** – 1) **CONSULTANT** must submit to the City of Irving proof of all insurance coverages required by the contract. 2) Proof of insurance shall be furnished to the City on the ACORD certificate form, provided the appropriate endorsements for Additional Insured and Amendment of Cancellation with 30-day notice are included. 3) If requested by the CITY, the **CONSULTANT** must provide copy of the Declaration Page of the policy with all relevant policy endorsements, including endorsement showing City of Irving as additional insured, within fifteen (15) days of request. Copy must be signed by the **CONSULTANT** and notarized. 4) Required proof of insurance must be provided by **CONSULTANT** before the CITY will authorize any work to be performed under this proposed contract. 5) The CITY reserves the right to request a complete copy of all insurance policies at any time.

10. **Notices**

All notices and billings shall be in writing and sent to the following addresses:

**To CITY:**
City of Irving  
Attn: Traffic and Transportation Director  
333 Valley View Lane  
Irving, TX 75061

or

mebaker@cityofirving.org

**To CONSULTANT:**
Kimberly Taylor, CEO  
Taylor Collective Solutions, LLC  
3736 Bee Caves Road, Suite 1 #137  
Austin, TX 79746

11. **General**

11.1 The terms and conditions of Sections 3, 4, 6, and 7 hereof shall survive the termination of this Agreement or completion of the Services, as the case may be.

11.2 **CONSULTANT** shall perform the Services as an independent contractor and shall not be considered an employee of CITY for any purpose whatsoever, including, but not limited to, entitlement to CITY employee benefits. **CONSULTANT** hereby expressly waives any claim or entitlement to such benefits.
11.3 CONSULTANT shall not export, directly or indirectly, any technical data acquired from under this Agreement or any products utilizing any such data to any country for which the U.S. Government or any agency thereof at the time of export requires an export license or other government approval without first obtaining such license or approval.

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

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

11.6 This Agreement shall be governed by the laws of the State of Texas. Venue of any action arising from this Agreement shall be in Dallas County, Texas.

11.7 This Agreement may not be modified, altered or amended except by written instrument duly executed by both parties, except that a party may change its address for notices by providing written notice to the other party.

11.8 The above shall constitute the entire understanding between CONSULTANT and CITY respecting the Services described herein. The terms and conditions of the purchase order shall have no effect upon this Agreement and shall be used for accounting purposes only.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

CITY OF IRVING, TEXAS

CONSULTANT

By: ___________________________    By: ___________________________
Richard H. Stopfer, Mayor          Kimberly Taylor, CEO
Taylor Collective Solutions, LLC

APPROVED AS TO FORM:

____________________________________
City Attorney’s Office
ACKNOWLEDGMENT

CORPORATE ACKNOWLEDGMENT

THE STATE OF ____________________ §
COUNTY OF ____________________ §

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

________________________________________  _______________________________________
(Print Name)          (Print Title)

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of ________________, A.D., 2______.

_____________________________________
Notary Public In and For

_____________________________
County, ____________

My Commission expires: ____________________

PARTNERSHIP ACKNOWLEDGMENT

THE STATE OF ______________ §
COUNTY OF _________________ §

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

___________________________________  ___________________________________________
(Print Name)          (Print Title)

of ______________________________________________________________________ a partnership, known to me to be the person and partner whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said partnership, and that she or he was duly authorized as a partner of such partnership to perform same for the purpose and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY hand AND SEAL OF OFFICE this the _____ day of ____________, A.D., 2__________.

_____________________________________
Notary Public In and For

_____________________________
County, ____________

My Commission expires: ____________________

SINGLE ACKNOWLEDGMENT

THE STATE OF ______________ §
COUNTY OF _________________ §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared __________________________ known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of ________________, A.D., 2______.

_____________________________________
Notary Public In and For

_____________________________
County, ____________

My Commission expires: ____________________

CONSULTING AGREEMENT
EXHIBIT A
SCOPE OF SERVICES

EVENT PLANNING FOR 2020 TRANSPORTATION INVESTMENT SUMMIT

Overview
Since 2014, CONSULTANT has successfully planned and executed the Summit. Our team has consistently delivered on bringing on partners such as TxDOT, the North Texas Commission, DART and Texas Municipal League to amplify sponsorships and programming; partnering with RTC to hold their monthly meeting during the Summit; substantive panel discussions and workshops; a compelling roster of speakers and honorees; and most of those years, enough financial support to ensure revenue neutrality, and always under budget.

CONSULTANT will collaborate with subcontractors DC Strategic Consulting on speakers, the agenda and programming as well as Crater Lake Consulting – a Dallas-based consultancy experienced in implementing customized marketing communications and philanthropy solutions.

CONSULTANT’s team will include Taylor Collective Solutions Agency Principals Kim Taylor and Anne Musial, and their staff. CONSULTANT’s subcontractors are based in Dallas and will be available to attend in-person meetings or otherwise handle local tasks on the ground.

CONSULTANT will manage the Summit agenda and program and all logistics for the Summit in 2020, date to be determined due to the COVID-19 crisis, and potentially be offered the opportunity to build upon that Summit for up to two additional years if agreed to by CITY and CONSULTANT in writing pursuant to Section 6.2 of the Agreement. Building upon the previous six years, CONSULTANT proposes to add enhancements to the 2020 Summit, the purpose of which will be to attract both repeat and new sponsors and participants.
Enhancements are detailed below, in Event Logistics section #9.
The organizational chart for CONSULTANT’s team is as follows:

Event Logistics managed by CONSULTANT include but are not limited to the following:

1) **Speakers**: CONSULTANT will work under the direction of CITY staff and in partnership with subcontractors to procure the best speakers and program for the Summit. Speakers will be chosen based on their transportation and infrastructure expertise and those who have the most informative, compelling narrative or who would resonate most with our target audience. CONSULTANT will make every effort to not pay for speakers at the Summit. The speakers will include well-known transportation and infrastructure experts nationwide and elected officials such as state and federal legislators (particularly those focused on Transportation and Water issues), chambers of commerce, big business, environmentalists, educators and top Texas community planners. CONSULTANT will provide each speaker with brief talking points and ensure they are available for one-on-one interviews before and after the events.

2) **Accommodations**: CONSULTANT will coordinate a hotel block and arrange accommodations and transportation for guest speakers, panelists and VIPs when necessary. CONSULTANT’S fee is inclusive of costs of accommodations under this section.

3) **Agenda**: Work under the direction of the CITY and in partnership with DC Strategic Consulting, CONSULTANT will create the comprehensive Summit agenda. This will be included in the event packets and provided to guests well in advance of the
event. Additionally, CONSULTANT proposes to bring back the popular Evan Smith and Texas State Legislators panel, or introduce a similar panel.

4) **Audio Visual:** CONSULTANT will coordinate all audio and visual components of the Summit ensuring the highest quality experience for all guests. CONSULTANT will also work closely with any press covering the event to ensure their needs are met.

5) **Site preparation:** CONSULTANT will manage and coordinate site preparation with the venue for day of event. This will include setting up and staffing the registration area, managing sponsorship booths, managing audio-visual needs, the procurement of greenery and placement of all signage.

6) **Décor:** With the approval of the CITY, CONSULTANT will manage the design process and printing of all Summit signage, greenery and overall design and feel.

7) **Website, Registration and List Management:** CONSULTANT will set up the website, the design of which is subject to the final approval of the CITY, coordinate the registration process for the Summit, and manage the guest list and the registration area at the Summit. CONSULTANT will also secure give-away bags and all materials. Any use of the CITY’s logo on the promotional material will be subject to final approval by the CITY.

8) **Management of Event Volunteers and Staff:** CONSULTANT will coordinate and manage staff and volunteers onsite. Staff and volunteers will be trained appropriately to staff the event.

9) **Enhancements:** CONSULTANT will work on enhancements to the 2020 Summit, including but not limited to:

   a. Expansion of programming
   b. Inclusion of the North Central Texas Regional Transportation Council [monthly/quarterly] meeting, if possible
   c. Addition of a congressional hearing, if possible
   d. Inclusion of programming subject including emerging technology on the forefront of industry
   e. Partnership with leading organizations in transportation and economic development
   f. Additional hands-on workshop panels
   g. Continuation of professional development opportunities
   k. Recruiting Summit partners to assist with programming and sponsorships, including but not limited to TxDOT, DART, North Texas Commission, Texas Transportation Institute, Texas Municipal League and Greater Irving-Las Colinas Chamber of Commerce.
   l. Committing to coordinating the Future Leaders Student Competition in subsequent Event Dates should the CITY exercise the renewal options in this Agreement.


**Sponsorship Outreach**
CONSULTANT will work under the direction with CITY staff and in partnership with subcontractors to incorporate a new, relevant and exciting theme to entice previous sponsors and attendees to attend the 2020 Summit. CONSULTANT will contact all previous attendees and work off a targeted prospect list of 800+ corporations, elected officials and transportation and infrastructure specialists who would have particular interest in sponsoring this event, with a goal of 450-500 attendees. The sponsorship package will not only be affordable, but will cover the costs of the event. CONSULTANT will research and recruit new sponsors with a detailed sponsorship package created by our firm. CONSULTANT will also solicit sponsorships for the VIP Stakeholder dinner during the Summit.

**Materials and Distribution**
CONSULTANT will work closely with our design firm to ensure high quality, modern and sleek designs for the event materials. The marketing materials will appeal to potential major sponsors and will be used as a revenue raising option, and an emphasis will be placed on targeting, prospecting and messaging for the appeals. CONSULTANT will create and disseminate targeted sponsorship packets to be provided to potential high-dollar sponsors. An appeal letter will also be created and sent to previous Summit sponsors soliciting them to support the 2020 Summit. CONSULTANT will manage the Summit’s social media channels as a key component of distributing Summit information and registration. CONSULTANT will work with the CITY Communications team as needed.

**Targeted Outreach and Meetings**
CONSULTANT will send sponsorship information to potential high-dollar sponsors immediately prior to each call or meeting. CONSULTANT will assign and conduct weekly calls to a prepared list that will be analyzed and researched prior to each call. CONSULTANT will follow up the mailings with a request for more in-depth conversations to offer detailed explanations of the package benefits to the prospective top sponsors. CONSULTANT will target the calls and meetings to those individuals and corporations that have the capacity to give at the highest sponsorship levels. CONSULTANT will coordinate with CITY staff to ensure that appropriate surrogates are available to be part of the larger solicitation calls and/or meetings if necessary. CONSULTANT will conduct follow-up for all previous and potential sponsors.

**Event Finances and Budget**
CONSULTANT will manage the event budget closely to ensure the Summit stays within budget guidelines and is revenue neutral. CONSULTANT will set up the accounts payable system for registration and any fees for the event both online and via mail. CONSULTANT will accept funds for the Summit and act as the accounts payable arm for the event. The funds will then be transferred to the CITY in a timely fashion with appropriate contact information and documentation. Weekly reports to CITY leading up to the dinner and
Summit will include all duties performed as well as a detailed budget report of revenue and expenses.

**Follow-Up**
An extensive post-Summit report will be provided to the CITY with a comprehensive analysis of event successes and lessons learned. All prospects and sponsors with updated contact information and any information concerning their current or potential sponsorships will be included in the post-Summit report.

CONSULTANT will also manage the follow up process and work to continue to solicit and obtain commitments post-Summit. CONSULTANT will draft the thank you letters to all Summit presenters and panelists as well as major sponsors.
EXHIBIT B  
CITY OF IRVING  
CONSULTANT REIMBURSEMENT GUIDELINES

This policy has been established to provide uniform guidelines for proper, complete and timely reimbursement of reasonable business and travel expenses incurred by consultants engaged by the City of Irving.

NON COMPLIANCE

Failure to comply with this policy will result in disallowance of the requested reimbursement.

EXPENSE REPORTING

Itemized expense reports must be submitted with the request for reimbursement. The expense report should include, at a minimum, the date, amount and purpose for the expenditure.

Receipts are required for all travel-related expenses regardless of the amount, including lodging, meals, transportation and qualified miscellaneous expenses. If a receipt is unavailable, a written explanation for the expenditure is required.

Use of the IRS standard per diem rate, in lieu of itemizing expenses, is allowed.

TRAVEL

LOCAL TRAVEL

There will be no reimbursement for the consultant’s local travel if consultant’s offices are located in or within 75 miles of Irving.

OUT OF TOWN TRAVEL

A. Transportation – City will reimburse Consultant’s travel at economy/tourist or full fare coach class when engaged in work-related travel on behalf of the City.

1. Air Travel – The goal is to book flights with consideration given to travel time, convenience to the traveler and cost effectiveness without interfering with the business purpose of the travel.
   a. Travelers are not expected to fly at unusual times or make flight connections to qualify for discounted fares.
   b. Air travel shall be coach class using the lowest available fare.
   c. If a substantially reduced airfare is available with a Saturday night stay, the City will cover additional hotel and meal expenses provided
these expenses do not exceed the airfare savings. To be covered for the additional day’s expenses, the traveler must attach a copy of the airfare quotation to the expense report.

d. The City will not be responsible for the cost of additional flight insurance.

e. Any change in flight plans before or during the trip that increases the cost must be documented and substantiated.

2. **Ground Transportation**
   a. Airport parking may be at the short-term lot for a period up to 24 hours. Longer times will be reimbursed at the long-term lot rate.
   b. As an alternative to airport parking, a shared-ride shuttle service may be used.
   c. Use of a personal automobile in lieu of air travel is allowed. The traveler will be reimbursed for mileage at the currently allowable rate or the least expensive airfare, whichever is the least amount. The airfare quote must be documented with the expense report. Incidentals associated with automobile travel, other than taxi and airport parking, will not be included in the calculation of the lower cost. However, the incidentals will be reimbursed in addition to mileage up to the air travel cost.
   d. Taxi fares and shuttles at the destination are reimbursable only if required for business purposes.
   e. The City will reimburse rental of mid-size or full size vehicles but not luxury class vehicles.

B. **Lodging** – Consultants representing the City should secure accommodations in business class hotels. For example, Sheraton, D/FW Marriott, Westin, etc. Local lodging must be secured in a hotel located within the City of Irving. There will be no reimbursement for consultant’s local lodging if consultant’s offices are located in or within 75 miles of Irving.

C. **Meals** – The City will reimburse for reasonable meal expense up to $25 per meal. All meals, regardless of cost, must be documented with receipts. There will be no reimbursement for the consultant’s meals if consultant’s offices are located in or within 75 miles of Irving.

D. **Miscellaneous Expenses** – The City will not reimburse for charges listed as miscellaneous. All expenses must be identified and backup documentation must be provided upon request.

   1. Reasonable tips for luggage, housekeeping, hotel shuttles, etc. are allowable business expenses, including overweight baggage fees associated with City materials.
   2. Costs for personal expenses such as, but not limited to, movies, laundry, pain medication, writing instruments and materials, personal hygiene products, reading materials, etc. are not reimbursable.
3. Expenses associated with obtaining a passport for foreign travel are not reimbursable.
4. Spouse or companion travel is not reimbursable.

**BUSINESS EXPENSES**

A. **Computer Research** – The City will reimburse for actual cost, unless a reasonable markup is agreed upon at inception of contract.

B. **Incidental Charges** – The City will reimburse for actual cost of reasonable incidental charges exclusive of markup for delivery charges, fax, reproduction, long distance telephone calls, postage and similar charges. However, backup documentation must be provided. Disbursements for regular intra-office copying are not considered compensable.

**BILLING/INVOICES**

A. **Billed Hours** – All invoices for work shall state the specific number of hours spent and the hourly rate of consultant and the task performed in sufficient detail to permit review of the time charged.

B. **Billing Time** – The City will not pay for hourly time worked by consultants for preparing invoices, gathering receipts or documentation, or researching questions regarding invoices sent to the City.

C. **Invoices** – Invoices for services rendered shall include all backup documentation in sufficient detail to permit review.
Resolution -- Rejecting All Bids for the Story Road Elevated Storage Tank Rehabilitation, ITB No. 032J-19F

Administrative Comments

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

2. **Impact:** This tank rehabilitation project will extend the life of the Story Elevated Storage Tank.

3. This work is part of the Water Utilities Capital Improvement Plan for Water Storage Facilities.

4. The project includes structural rehabilitations of the tank as well as blasting and recoating the tank.

5. The condition of the Story Road Elevated Storage Tank was assessed in 2014. This assessment included sampling and testing of the coating in five (5) locations. The lead concentration in these locations was found to be below the threshold for the coating to be considered lead based.

6. After design and bidding was completed, final confirmation testing found three locations on the exterior of the tank where the lead concentration was above the threshold for TCEQ lead abatement requirements.

7. Staff recommends rejection of all bids in order to revise the specifications to address lead found in the additional coating samples and to rebid the project in the future.

Recommendation

The resolution be approved.

ADDITIONAL COMMENTS:

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<td>Previous Action:</td>
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Discretionary Contract Disclosure Form Required: No

Certificate of Interested Parties (Form 1295) Required: No

TGC 2270 Verification Form Required: No
CURRENT YEAR FINANCIAL IMPACT:
None

REVISION INFORMATION:
Prepared: 4/1/2020 02:49 PM by Jerry Perry
Last Updated: 4/10/2020 10:55 AM by Darlene Humphries
BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS:

SECTION I. THAT the City Council hereby rejects any and all bids relative to ITB No. 032J-19F, Story Road Elevated Storage Tank Rehabilitation, and authorizes staff to rebid this project.

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
Resolution -- Approving and Accepting the Bid of Vets Securing America in the Total Estimated Amount of $60,238.08 for Municipal Court Security Services

Administrative Comments
1. This item is recommended by Municipal Court.
2. **Impact:** Court security personnel provide screenings of the public entering the court facility ensuring a weapons-free environment for all participants.
3. Vets Securing America is a veteran-based organization whose mission statement is to hire 100% United States military and domestic law enforcement veterans. A total of nine bids were received. Vets Securing America provided the lowest responsive, responsible bid.
4. This award establishes an annual contract for the continuation of providing municipal court security services. The contract is for one-year with two, one-year renewal options.
5. Funding is available in the Municipal Security Fees Fund.

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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:** Yes
- **TGC 2270 Verification Form Required:** No

**Comments:** Purchasing sent solicitation notices for ITB #077J-20F to 750 vendors, of which 200 were M/WBE or HUB vendors. The city received nine responses, of which six were M/WBE or HUB vendors. The lowest, responsive responsible bidder meets specifications and performance criteria and is being recommended for award of Contract #42000429 for a one-year period with two one-year renewal options.
CURRENT YEAR FINANCIAL IMPACT:

Purchase orders will be issued as needed for annual contracts.
Budget Adjustment/Transfer Required:  No

REVISION INFORMATION:

Prepared:  3/31/2020 02:38 PM by Jerry Perry
Last Updated:  4/10/2020 11:07 AM by Jerry Perry
BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS:

SECTION I. THAT the City Council hereby approves and accepts the bid of Vets Securing America in the estimated amount of $25,338.24 for the period of May 1, 2020, through September 30, 2020, and in the estimated amount of $34,899.84 for the period of October 1, 2020, through April 30, 2021, subject to funds being appropriated in Fiscal Year 2020-21, for Municipal Court Security Services.

SECTION II. THAT funding for these expenditures is available in the Municipal Court Security Fees 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
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<td>L&amp;P Global Security</td>
<td>$106,444.80</td>
<td>$112,896.00</td>
<td>$116,726.40</td>
<td>$136,805.76</td>
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</table>

**Dallas Area Patrol And Protection Services**

<table>
<thead>
<tr>
<th>Total Price</th>
<th>$158,780.16</th>
<th>$161,320.32</th>
<th>$166,118.40</th>
<th>$195,552.00</th>
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<tr>
<td>Trident Alliance Group, LLC</td>
<td>$106,444.80</td>
<td>$112,896.00</td>
<td>$116,726.40</td>
<td>$136,805.76</td>
</tr>
<tr>
<td>SMR Security Services</td>
<td>$106,444.80</td>
<td>$112,896.00</td>
<td>$116,726.40</td>
<td>$136,805.76</td>
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<tr>
<td>JNU Security LLC</td>
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<td>$112,896.00</td>
<td>$116,726.40</td>
<td>$136,805.76</td>
</tr>
<tr>
<td>L&amp;P Global Security</td>
<td>$106,444.80</td>
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<td>$136,805.76</td>
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**Blackstone Security Services**

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<tr>
<th>Total Price</th>
<th>$158,780.16</th>
<th>$161,320.32</th>
<th>$166,118.40</th>
<th>$195,552.00</th>
</tr>
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<tbody>
<tr>
<td>Trident Alliance Group, LLC</td>
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<td>$112,896.00</td>
<td>$116,726.40</td>
<td>$136,805.76</td>
</tr>
<tr>
<td>SMR Security Services</td>
<td>$106,444.80</td>
<td>$112,896.00</td>
<td>$116,726.40</td>
<td>$136,805.76</td>
</tr>
<tr>
<td>JNU Security LLC</td>
<td>$106,444.80</td>
<td>$112,896.00</td>
<td>$116,726.40</td>
<td>$136,805.76</td>
</tr>
<tr>
<td>L&amp;P Global Security</td>
<td>$106,444.80</td>
<td>$112,896.00</td>
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<td>$136,805.76</td>
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**Ameritex Guard Services**

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<tr>
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<th>$161,320.32</th>
<th>$166,118.40</th>
<th>$195,552.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Trident Alliance Group, LLC</td>
<td>$106,444.80</td>
<td>$112,896.00</td>
<td>$116,726.40</td>
<td>$136,805.76</td>
</tr>
<tr>
<td>SMR Security Services</td>
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<td>$112,896.00</td>
<td>$116,726.40</td>
<td>$136,805.76</td>
</tr>
<tr>
<td>JNU Security LLC</td>
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<td>$112,896.00</td>
<td>$116,726.40</td>
<td>$136,805.76</td>
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<td>L&amp;P Global Security</td>
<td>$106,444.80</td>
<td>$112,896.00</td>
<td>$116,726.40</td>
<td>$136,805.76</td>
</tr>
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</table>
Resolution -- Approving and Accepting the Bid from Dealer Products, Inc., in an Amount Not to Exceed $100,000.00 for Communications Installation Hardware Parts

Administrative Comments

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

2. **Impact**: This agreement provides for communications installation hardware parts to support the make-ready process for the new vehicles for Police, Fire, and General Government. IT Communications installs various technologies including modems, computers, and in-car video systems as required by the various departments in the make-ready process.

3. This award establishes an annual contract for the continuation of providing communications installation hardware parts to be used by the Information Technology Department. This award is for one year with two one-year renewal options.

4. Funding is available in the IT Operations budget within the Technology Fund.

5. Because this annual contract runs from April 2020 through March 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. Amount</th>
<th>Fiscal Year</th>
</tr>
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<tbody>
<tr>
<td>Dealer Products, Inc.</td>
<td>4/17/20 - 3/31/21</td>
<td>$50,000.00</td>
<td>2019-20</td>
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<tr>
<td></td>
<td></td>
<td>$50,000.00</td>
<td>2020-21</td>
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<tr>
<td><strong>TOTAL AMOUNT NOT TO EXCEED</strong></td>
<td></td>
<td><strong>$100,000.00</strong></td>
<td></td>
</tr>
</tbody>
</table>

**Recommendation**

The resolution be approved.

**ADDITIONAL COMMENTS:**

- **Contract Required**: No  
  **Review Completed By**: N/A

- **Previous Action**: None  
  **Council Action**: None

- **Discretionary Contract Disclosure Form Required**: No

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

- **TGC 2270 Verification Form Required**: Yes
Comments: Purchasing sent solicitation notices for ITB #073J-20F to 794 vendors, 170 of which were MWBE or HUB vendors. Responses were received from one vendor. The lowest responsive, responsible bidder meets specifications and is recommended for award. Award of Contract #42000430-2 is for a one-year period with two one-year renewal options.

ATTACHMENTS:

073J-20F Communications Installation Hardware Parts (PDF)
TGC 2270 (PDF)

CURRENT YEAR FINANCIAL IMPACT:

<table>
<thead>
<tr>
<th>Code</th>
<th>Budget</th>
<th>Actual</th>
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<tbody>
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<td>$30,000.00</td>
<td>$30,000.00</td>
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<tr>
<td>60277500-620008</td>
<td>$20,000.00</td>
<td>$20,000.00</td>
</tr>
</tbody>
</table>

Purchase orders will be issued as needed for annual contract.

Budget Adjustment/Transfer Required: No

REVISION INFORMATION:

Prepared: 3/17/2020 04:10 PM by Jerry Perry
Last Updated: 4/10/2020 10:34 AM by Darlene Humphries
BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS:

SECTION I. THAT the City Council hereby approves and accepts the bid from Dealer Products, Inc., in the estimated amount of $50,000.00 for the period of April 17, 2020, through September 30, 2020 and in the estimated amount of $50,000.00 for the period of October 1, 2020, through March 31, 2021, subject to funds being appropriated in Fiscal Year 2020-21; however, expenditures shall not exceed $100,000.00 for the period of April 17, 2020 through March 31, 2021 for communications installation hardware parts.

SECTION II. THAT funding for these expenditures is available in the IT Operations budget within the Technology 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>Mfr</th>
<th>UOM</th>
<th>Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>(LINES 2-88) COMMUNICATIONS INSTALLATION HARDWARE PARTS</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>3/8 SPLIT WIRELOOM-BLACK</td>
<td>DEL CITY WIRE CO.</td>
<td>Each</td>
<td>$0.21</td>
</tr>
<tr>
<td>3</td>
<td>1/2 SPLIT WIRELOOM-BLACK</td>
<td>DEL CITY WIRE CO.</td>
<td>Each</td>
<td>$0.25</td>
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<tr>
<td>4</td>
<td>10 X 1-1/4 SUPER TEKS HEX WASHER HD</td>
<td>AU-VE-CO PRODUCTS</td>
<td>Each</td>
<td>$0.21</td>
</tr>
<tr>
<td>5</td>
<td>10 X 1-1/2 SUPER TEKS HEX WASHER HD</td>
<td>AU-VE-CO PRODUCTS</td>
<td>Each</td>
<td>$0.22</td>
</tr>
<tr>
<td>6</td>
<td>14 X 1 SUPER TEKS HEX WASHER HD</td>
<td>AU-VE-CO PRODUCTS</td>
<td>Each</td>
<td>$0.33</td>
</tr>
<tr>
<td>7</td>
<td>8-18 X 1/2 PH FL WA HD TAPPING SCREWS</td>
<td>AU-VE-CO PRODUCTS</td>
<td>Each</td>
<td>$0.17</td>
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<tr>
<td>8</td>
<td>6-32 X 1/2 PH PAN HD MS</td>
<td>AU-VE-CO PRODUCTS</td>
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<td>$0.07</td>
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<tr>
<td>9</td>
<td>6-32 X 1 PH PAN HD MS</td>
<td>AU-VE-CO PRODUCTS</td>
<td>Each</td>
<td>$0.06</td>
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<tr>
<td>10</td>
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<td>Each</td>
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<tr>
<td>11</td>
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<tr>
<td>12</td>
<td>8-32 X 1 PH PAN HD MS-ZINC</td>
<td>AU-VE-CO PRODUCTS</td>
<td>Each</td>
<td>$0.06</td>
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<tr>
<td>13</td>
<td>8-32 X 1-1/2 PH PAN HD MS-ZINC</td>
<td>AU-VE-CO PRODUCTS</td>
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<tr>
<td>14</td>
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<td>AU-VE-CO PRODUCTS</td>
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<tr>
<td>16</td>
<td>3/8-1-1/4 FENDER WASHER</td>
<td>AU-VE-CO PRODUCTS</td>
<td>Each</td>
<td>$0.14</td>
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<tr>
<td>17</td>
<td>1 1/4 CONCAVE EXPANS PLUG</td>
<td>AU-VE-CO PRODUCTS</td>
<td>Each</td>
<td>$0.90</td>
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<tr>
<td>18</td>
<td>1-1/4 RUBBER GROMMET</td>
<td>AU-VE-CO PRODUCTS</td>
<td>Each</td>
<td>$1.66</td>
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<tr>
<td>19</td>
<td>#6 EXTERNAL SHAKE PROOF WASHERS</td>
<td>AU-VE-CO PRODUCTS</td>
<td>Each</td>
<td>$0.04</td>
</tr>
<tr>
<td>20</td>
<td>#8 EXTERNAL SHAKE PROOF WASHERS</td>
<td>AU-VE-CO PRODUCTS</td>
<td>Each</td>
<td>$0.04</td>
</tr>
<tr>
<td>21</td>
<td>#6-32 HEX MACHINE SCREW NUTS</td>
<td>BRIGHTON-BEST INTERNATIONAL, INC.</td>
<td>Each</td>
<td>$0.09</td>
</tr>
<tr>
<td>22</td>
<td>#8-32 HEX MACHINE SCREW NUTS</td>
<td>BRIGHTON-BEST INTERNATIONAL, INC.</td>
<td>Each</td>
<td>$0.04</td>
</tr>
<tr>
<td>23</td>
<td>#10-32 HEX MACHINE SCREW NUTS</td>
<td>BRIGHTON-BEST INTERNATIONAL, INC.</td>
<td>Each</td>
<td>$0.06</td>
</tr>
<tr>
<td>24</td>
<td>#10-24 Hexagon Machine Screw Nut</td>
<td>BRIGHTON-BEST INTERNATIONAL, INC.</td>
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<tr>
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<td>#12-24 HEX MACHINE SCREW NUTS</td>
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<td>INTERCORP</td>
<td>Each</td>
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<tr>
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<td>14&quot; BLACK ZIP TIE</td>
<td>ADVANCED CABLE TIES</td>
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<tr>
<td>29</td>
<td>1/4&quot; SHRINK TUBING</td>
<td>DISCO AUTOMOTIVE HARDWARE</td>
<td>Each</td>
<td>$1.13</td>
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<tr>
<td>30</td>
<td>1/2&quot; SHRINK TUBING</td>
<td>DISCO AUTOMOTIVE HARDWARE</td>
<td>Each</td>
<td>$2.03</td>
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<tr>
<td>31</td>
<td>44 ROSIN CORE SOLDER .031&quot; 1 LB</td>
<td>DEL CITY WIRE CO.</td>
<td>Each</td>
<td>$71.92</td>
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<tr>
<td>32</td>
<td>10 AMP AUTO FUSE RED</td>
<td>COOPER BUSSMANN LLC</td>
<td>Each</td>
<td>$0.23</td>
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<tr>
<td>33</td>
<td>100 AMP RESETABLE CIRCUIT BREAKER</td>
<td>COOPER BUSSMANN LLC</td>
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<td>34</td>
<td>Cole Hersee Junction Block</td>
<td>FUSES UNLIMITED</td>
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<td>4&quot; BLACK CABLE TIE</td>
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<tr>
<td>Line #</td>
<td>Description</td>
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<tr>
<td>36</td>
<td>16-14 DISC INSUL FEMALE BLUE</td>
<td>DISCO AUTOMOTIVE HARDWARE</td>
<td>Each</td>
<td>$0.14</td>
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<tr>
<td>37</td>
<td>1/4 X 3/4 USS GR5 HEX HD CS</td>
<td>IFASTGROUPE DISTRIBUTION</td>
<td>Each</td>
<td>$0.09</td>
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<tr>
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<td>3/8 X 1 USS GR5 HEX HD CS</td>
<td>IFASTGROUPE DISTRIBUTION</td>
<td>Each</td>
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<tr>
<td>39</td>
<td>14 GA 2 CONDUCTOR BROWN/RED WIRE 250' RL</td>
<td>DEL CITY WIRE CO.</td>
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<td>$107.91</td>
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<tr>
<td>40</td>
<td>#6 SAE STD FLAT WASHER</td>
<td>STELFAST, INC.</td>
<td>Each</td>
<td>$0.01</td>
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<tr>
<td>41</td>
<td>#8 SAE STD FLAT WASHER</td>
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<td>42</td>
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<td>STELFAST, INC.</td>
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<td>43</td>
<td>1/4X1-1/4 OD FENDER WASHERS</td>
<td>STELFAST, INC.</td>
<td>Each</td>
<td>$0.06</td>
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<tr>
<td>44</td>
<td>40 AMP 5 PRONG BOSCH RELAY W/BRACKET</td>
<td>CHIEF ENTERPRISES, INC.</td>
<td>Each</td>
<td>$4.58</td>
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<tr>
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<td>WEATHER PROOF FUSE HOLDER</td>
<td>FUSES UNLIMITED</td>
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<tr>
<td>46</td>
<td>5/16 -18 USS GR8 HEX NUT</td>
<td>IFASTGROUPE DISTRIBUTION</td>
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<tr>
<td>47</td>
<td>1/4 SAE GR8 HEX NUT</td>
<td>PRESTIGE STAMPING, INC.</td>
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<td>$0.04</td>
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<td>Each</td>
<td>$0.04</td>
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<tr>
<td>49</td>
<td>3/8-16 USS HEX NUT</td>
<td>STELFAST, INC.</td>
<td>Each</td>
<td>$0.12</td>
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<tr>
<td>50</td>
<td>4 GA BLACK WELDING CABLE 250'</td>
<td>QUICK CABLE CORP.</td>
<td>Each</td>
<td>$442.50</td>
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<tr>
<td>51</td>
<td>4 GA RED WELDING CABLE 250'</td>
<td>QUICK CABLE CORP.</td>
<td>Each</td>
<td>$442.50</td>
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<tr>
<td>52</td>
<td>500'FT 14GA BLACK WIRE</td>
<td>SPECTRO WIRE &amp; CABLE</td>
<td>Each</td>
<td>$90.71</td>
</tr>
<tr>
<td>53</td>
<td>500' 14GA. PRIMARY WIRE BLUE</td>
<td>SPECTRO WIRE &amp; CABLE</td>
<td>Each</td>
<td>$90.71</td>
</tr>
<tr>
<td>54</td>
<td>500' 14GA. PRIMARY WIRE BROWN</td>
<td>SPECTRO WIRE &amp; CABLE</td>
<td>Each</td>
<td>$90.71</td>
</tr>
<tr>
<td>55</td>
<td>500' 14 GA PRIMARY WIRE GREEN</td>
<td>SPECTRO WIRE &amp; CABLE</td>
<td>Each</td>
<td>$90.71</td>
</tr>
<tr>
<td>56</td>
<td>500' 14GA PRIMARY WIRE ORANGE</td>
<td>SPECTRO WIRE &amp; CABLE</td>
<td>Each</td>
<td>$90.71</td>
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<tr>
<td>57</td>
<td>500' 14 GA PRIMARY WIRE RED</td>
<td>SPECTRO WIRE &amp; CABLE</td>
<td>Each</td>
<td>$90.71</td>
</tr>
<tr>
<td>58</td>
<td>500' 14 GA PRIMARY WIRE WHITE</td>
<td>SPECTRO WIRE &amp; CABLE</td>
<td>Each</td>
<td>$90.71</td>
</tr>
<tr>
<td>59</td>
<td>500' 14GA PRIMARY WIRE</td>
<td>SPECTRO WIRE &amp; CABLE</td>
<td>Each</td>
<td>$90.71</td>
</tr>
<tr>
<td>60</td>
<td>500' 12 GA PRIMARY WIRE</td>
<td>SPECTRO WIRE &amp; CABLE</td>
<td>Each</td>
<td>$110.80</td>
</tr>
<tr>
<td>61</td>
<td>500' 12 GA PRIMARY WIRE</td>
<td>SPECTRO WIRE &amp; CABLE</td>
<td>Each</td>
<td>$110.80</td>
</tr>
<tr>
<td>62</td>
<td>500' ROLL 10 GA. ELE. WIRE</td>
<td>SPECTRO WIRE &amp; CABLE</td>
<td>Each</td>
<td>$188.65</td>
</tr>
<tr>
<td>63</td>
<td>500' 10GA PRIMARY WIRE</td>
<td>SPECTRO WIRE &amp; CABLE</td>
<td>Each</td>
<td>$188.65</td>
</tr>
</tbody>
</table>
## CITY OF IRVING, TEXAS

**ITB NAME:** Communications Installation Hardware Parts  
**ITB NUMBER:** 073J-20F  
**ITB CLOSING DATE:** 21 February 2020  
**Jerry Perry, Purchasing Agent** 972-721-3754

<table>
<thead>
<tr>
<th>Line #</th>
<th>Description</th>
<th>Mfgr</th>
<th>UOM</th>
<th>Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>64</td>
<td>250' 14 GA 2 CONDUCTOR WIRE</td>
<td>SPECTRO WIRE &amp; CABLE</td>
<td>Each</td>
<td>$101.86</td>
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<tr>
<td>65</td>
<td>4 GA NON-INSULATED LONG RING TERMINAL 1/2&quot; STUD</td>
<td>SPECTRO WIRE &amp; CABLE</td>
<td>Each</td>
<td>$1.31</td>
</tr>
<tr>
<td>66</td>
<td>500' 14 GA 2 CONDUCTOR DUPLEX PRIMARY WIRE</td>
<td>SPECTRO WIRE &amp; CABLE</td>
<td>Each</td>
<td>$210.47</td>
</tr>
<tr>
<td>67</td>
<td>4 Ga Extra Heavy Duty Butt Connector</td>
<td>SPECTRO WIRE &amp; CABLE</td>
<td>Each</td>
<td>$1.22</td>
</tr>
<tr>
<td>68</td>
<td>4 GA 1/4&quot; STUD MEGA LUG</td>
<td>SPECTRO WIRE &amp; CABLE</td>
<td>Each</td>
<td>$1.64</td>
</tr>
<tr>
<td>69</td>
<td>6-32 X 3/8 PPH M/S SST</td>
<td>PAC-FAS</td>
<td>Each</td>
<td>$0.05</td>
</tr>
<tr>
<td>70</td>
<td>16-14 #5/16-3/8 RING</td>
<td>DISCO AUTOMOTIVE HARDWARE</td>
<td>Each</td>
<td>$0.21</td>
</tr>
<tr>
<td>71</td>
<td>16-14 #12-1/4 RING TERM</td>
<td>DISCO AUTOMOTIVE HARDWARE</td>
<td>Each</td>
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</tr>
<tr>
<td>72</td>
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<td>DISCO AUTOMOTIVE HARDWARE</td>
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<tr>
<td>73</td>
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<td>MOLEX INCORPORATED</td>
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<td>74</td>
<td>16-14 BUTT CONNECTOR</td>
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</tr>
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<td>75</td>
<td>DISCONTINUED</td>
<td></td>
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<td>76</td>
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</tr>
<tr>
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<td>80</td>
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<tr>
<td>81</td>
<td>STUD TERMINAL, 4 GA 5/16&quot; NON INSUL, Brazed Barrel</td>
<td>SPECTRO WIRE &amp; CABLE</td>
<td>Each</td>
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<td>84</td>
<td>1/4&quot; Tab Full Ins. Fem. Spade Yellow Nylon 12-10 Terminal</td>
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<td>Each</td>
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<tr>
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<td>STELFAST, INC.</td>
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<td>CASPERS ELECTRONICS</td>
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</tr>
</tbody>
</table>
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: 

Susan H. Fischer

Print Name: 

Susan H. Fischer Title: Vice President

Company Name: 

Dealer Products Inc.

Date Signed: 2/20/20

NOTARIZATION

THE STATE OF Texas §

COUNTY OF Tarrant §

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

SWORN TO AND SUBSCRIBED before me on the 20th day of February, 2020

MARIA D. TORRES

My Commission Expires September 29, 2021

NOTARY PUBLIC IN AND FOR THE STATE OF Texas

The following definitions apply to TEXAS GOVERNMENT CODE SECTION 2270.001:

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

(2) “Company” means a for-profit 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 #__________
Ordinance -- Amending Section 17-4 of Chapter 17 of the Irving Land Development Code Related to Amendments to the 2015 International Fire Code

Administrative Comments

1. This item is recommended by the Fire Department. It supports Strategic Objective 4.1 – Safeguard public safety, security, and health.

2. Impact: This ordinance update will continue to reduce the threat of fire and life safety hazards, and the recommended changes will bring the City more in line with North Central Texas Council of Governments (NCTCOG) recommendations. Updated codes promote public health, building safety, and the general welfare of the residents, visitors, and businesses of Irving.

3. This item was presented to the council committee and management staff at the Public Safety Committee Meeting on October 24, 2019.

4. Amendments to the 2015 International Fire Code will include regulating electrified fencing, requiring infrared detector systems on motorized gates over fire lanes, regulating maintenance of private service fire mains, water tanks, and fire hydrants, requiring lightning strike protection on certain occupancy classifications, providing a severability and saving clause, and providing an effective date.

Recommendation

The ordinance be adopted.

ADDITIONAL COMMENTS:

Contract Required:  No
Previous Action:  ORD-2015-9753
Review Completed By:  Janet Spugnardi
Council Action:  Approve Amended Ordinance

CURRENT YEAR FINANCIAL IMPACT:

NONE

REVISION INFORMATION:

Prepared:  3/16/2020 09:28 AM by Anna Glenn
Last Updated:  4/6/2020 10:15 AM by Janet Spugnardi
AN ORDINANCE AMENDING SECTION 17-4 OF CHAPTER 17 OF THE LAND DEVELOPMENT CODE OF THE CITY OF IRVING, TEXAS, RELATED TO AMENDMENTS TO THE 2015 INTERNATIONAL FIRE CODE ADOPTED BY THE CITY OF IRVING; REGULATING ELECTRIFIED FENCING; REQUIRING INFRARED DETECTOR SYSTEMS ON MOTORIZED GATES OVER FIRE LANES; REGULATING MAINTENANCE OF PRIVATE SERVICE FIRE MAINS, WATER TANKS, AND FIRE HYDRANTS; REQUIRING LIGHTNING STRIKE PROTECTION ON CERTAIN OCCUPANCY CLASSIFICATIONS; PROVIDING A SEVERABILITY AND SAVINGS CLAUSE; 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, as a home-rule municipality, the City 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 desires to implement measures to ensure the protection of the public from the dangers of fire; and

WHEREAS, the City Council has determined that regulating electrified fencing will help control the inherent fire safety concerns that arise with electricity; and

WHEREAS, the City Council has determined that many existing gates across fire lines in the City of Irving rely on obsolete technology that is outdated and does not have readily available replacement parts for needed repairs of existing gate systems; and

WHEREAS, the City Council has determined that upgrading to the use of infrared detector systems on gates across fire lines will improve mutual aid responses in the event of an emergency and will ensure that firefighters are able to gain access to properties as quickly as possible in the event of an emergency and to further aid in saving lives and property by providing faster response times for the firefighters; and

WHEREAS, the City Council has determined that fires caused by lightning strikes result in significantly more damage to structures, particularly to higher occupancy load buildings, and pose a greater risk to the safety of persons in buildings with higher occupancy loads that are often slower to evacuate and may have persons occupying the buildings who are not ambulatory and require assistance in the event of a fire emergency; and

WHEREAS, the City Council has determined that adding lightning strike protection features to high-occupancy load buildings will reduce damage to property and lessen injuries to persons in the event of fires in those high-occupancy load structures; and

WHEREAS, the City Council finds that it is in the best interest of the public health, safety and welfare of the residents of Irving to adopt these amendments to the 2015 International Fire Code; and
WHEREAS, the City of Irving posted this draft proposed ordinance amending the 2015 International Fire Code conspicuously on the City’s website on or before the 21st day before the date the City Council takes action on the ordinance in accordance with Section 214.217(c) of the Texas Local Government Code.

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

SECTION 1. That the findings set forth above are incorporated into the body of this ordinance as if fully set forth herein.

SECTION 2. That subsection (b) of Section 17-4 of Chapter 17 entitled “Fire Protection” of the Land Development Code of the City of Irving, Texas, is hereby amended by adopting the following amendments to the 2015 International Fire Code to read as follows:

[ARTICLE II. FIRE PREVENTION CODE]


(b) Amendments, modifications and deletions.]

Section 316.7. Section 316.7 of Section 316 “Hazards to Fire Fighters” of Chapter 3 “General Requirements” of this code is amended by adding Section 316.7 to read as follows:

316.7 Electrified Security Fences. Electrified Security Fences shall not be approved without complying with the following restrictions:

1. Prior to the installation of an electrified security fence, the owner or person in control of the property on which an electrified security fence will be located shall submit plans for the proposed system to the Irving Fire Department and all other applicable City Departments for review, and obtain all necessary permits. The plans shall include a site plan of the entire property, a description of the electrified security fence system, and a description of the proposed operating system. The electrified security fence shall not be placed into operation until it has been tested and approved by the Fire Department and Inspections Department for the City of Irving and until all necessary permits have been issued.

2. The electrified security fence shall have a power control switch located at the main gate of the secured property. The purpose of this switch is to shut down all power to the entire electrified security fence to insure that fire fighters can operate safely around the fencing. The electric power to the electrified security system shall remain deactivated until the Knox key switch is restored to the “on” position.

3. This required switch shall be a Knox key switch. This switch shall be permanently mounted within 5 feet of the gate and shall be no lower than 4 feet from grade. The switch shall also be sub-mastered to fit the Irving Police Department’s Knox keys. Above the Knox key switch there shall be permanent, all-weather, signage stating
“ELECTRIFIED FENCE POWER CONTROL SWITCH”. The lettering shall be 1 inch tall and have a stroke of one quarter inch (1/4). The lettering shall be white and the background shall be red. This sign shall be permanently mounted and be constructed of all-weather material.

4. There shall be permanent all-weather signage stating “ELECTRIFIED SECURITY FENCE” mounted on the main gate of the property. The lettering shall be two (2) inches tall and have a stroke of one half inch (1/2). The lettering shall be white and the background shall be red. This sign shall be placed in plain view and shall be no lower than four feet from grade.

5. Once the electrified security fence system is installed, the Irving Fire Department will inspect the installation for final approval.

6. All other aspects of the gate shall comply with 503.6 when applicable.

Section 503.1.1.1 Section 503.1.1.1 of Section 503 “Fire Apparatus Access Roads” of Chapter 5 “Fire Service Features” of this code is added to read as follows:

503.1.1.1 Fire apparatus access road easements and documentation. Fire apparatus access roads that cross lot lines shall be contained in an easement and documented by plat or separate instrument. Approved covenants and restrictions shall accompany this easement.

Section 503.6. Section 503.6 of Section 503 “Fire Apparatus Access Roads” of Chapter 5 “Fire Service Features” of this code is amended to read as follows:

503.6 Controlled access gates. It is unlawful for any owner or other person in control of public or private property to have a security gate located on or restricting access to his or her property or property under his or her control unless the gate is in compliance with the following:

1. Gates consisting of a single wooden railing that pivots vertically to allow passage of vehicles shall be so constructed and maintained to break away on minor impact or on application of manual pressure at the end most remote from the pivot point. The wooden railings shall be of soft wood and mounted on the pivot point with a knife edge bracket or otherwise scored to create a weak point that will break away when pressure is applied. The opening motors shall be connected to an approved radio receiver as described in 5 below.

2. Horizontal swinging gates shall open manually using an approved padlock. Each gate shall have a pin that has the capability of being secured with the approved padlock installed on the end of the operating arm closest to the gate. If no operating arms are installed, then a light duty metal chain and approved padlock shall be used to secure the gate. If provided, the opening motors of each gate shall be connected to an approved radio receiver as described in 5 below.

3. Rolling or sliding type gates shall not be installed in residential communities. Rolling or sliding type gates shall have an approved locking box mounted on the gate. The box shall open from both sides of the gate. This box shall be painted red and the word “FIRE” shall be lettered on the exterior of the box. There shall be a T-type handle attached to a cable release inside the box. When pulled, the cable shall disengage all opening mechanisms allowing the gate to be opened manually. This box shall be secured with an approved padlock. The opening motors of each gate shall be connected to an approved radio receiver as described in 5 below.
Exception: One- and two-family dwellings.

4. Pedestrian gates required for emergency access shall be equipped with an access door no smaller than 18” x 18” that is secured by an approved padlock. The inside latching mechanism shall not be more than twelve inches from the edge of the access door. If the pedestrian gate is for emergency use only, the door may be secured with an approved padlock accessible from both sides of the gate and no other latching hardware.

When deemed necessary by the Irving Fire Department and the Irving Police Department, for the safety of the citizens of Irving, additional requirements shall be met regarding pedestrian gates as follows:

4.1 Multi-family residential structures which have restricted pedestrian access through locked gates that share a common corridor for access to the living units shall provide an approved switch which unlocks all pedestrian gates at once when activated.

4.2 The approved switch shall be located at the main entrance of the business office of the multi-family community. The switch shall be mounted on the exterior wall at a height of five (5) feet from the ground. The switch shall also be within five (5) feet of the main entrance door to the business office.

4.3 Newly constructed properties meeting the requirements of this section shall have an approved switch in place and operational before a certificate of occupancy is approved for the multi-family complex.

4.4 All multi-family complexes already constructed prior to the date this section is adopted shall come into compliance within 12 months of the date this section is adopted.

4.5 In the event of a power outage, the pedestrian gate locks shall fail-safe into the unlocked position allowing unrestricted access to the living units.

4.6 The gate locks shall be tied into the fire alarm system on the property and the locks shall automatically unlock when the fire alarm activates. Once the fire alarm panel is reset the locks on the gates shall reactivate.

5. All motorized gates crossing fire lanes shall be equipped with an approved infrared detector system, which is also GPS compatible, as approved by the Irving Fire Department.

5.1 An infrared detector shall be of a type that receives the infrared frequency utilized by the Irving Fire Department. There shall be two detectors, facing in opposite directions allowing gate control from opposite directions.

5.2 The infrared detector shall be of a type designed to work in all weather conditions, and the installation shall protect the detector from physical damage.

5.3 The infrared detector shall be located so that it will receive a clear signal from the approved data-encoded emitter at a distance of 30 feet from the gate, or another approved distance if circumstances warrant a modification. The detector’s position shall also be adjusted in an effort to avoid any unwanted opening of the gate potentially caused by other emergency vehicle traffic.
5.4 The signal from the infrared detector to the operating motor of the gate shall override or bypass the opening system or any other system that needs to be overridden or bypassed in order to open the gate.

6. When activated by the infrared detector, the motorized gate crossing fire lanes shall operate at a minimum speed of one foot per second and the gate shall be held open for 10 minutes before closing.

7. No property shall receive a new Certificate of Occupancy unless it meets all the requirements of this section.

8. Existing gate operating systems not in compliance with the approved infrared system shall be updated to the current requirements at the time of application for a new Certificate of Occupancy or no later than November 1, 2021, whichever occurs first.

Section 507.2.1 of Section 507 “Fire Protection Water Supplies” of Chapter 5 “Fire Service Features” of this code is amended to read as follows:

507.2.1 Private fire service mains. Fire service mains and appurtenances shall be installed in accordance with NFPA 24. Fire service mains that cross lot lines shall be contained in an easement and documented by plat or separate instrument. Approved covenants and restrictions shall accompany this easement. Fire service mains and other utilities shall not be placed within the dimensions of a required fire apparatus access road.

Section 507.5.3 of Section 507 “Fire Protection Water Supplies” of Chapter 5 “Fire Service Features” of this code is amended to read as follows:

507.5.3 Private fire service mains, hydrants, and water tanks. Private fire service mains and water tanks shall be periodically inspected, tested and maintained in accordance with NFPA 25. It shall be the duty of the property owner to insure that all required maintenance is performed and provide record of such maintenance to the fire department. The testing shall be conducted by a third party, state-certified contractor. Records of inspections, testing and maintenance shall be maintained by the property owner for a period of 7 years. Inspections, testing and maintenance of private fire service mains and water tanks shall be performed according to the following guidelines:

1. Private fire hydrants of all types shall be inspected and maintained annually and after each operation; flow tests shall also be conducted annually.

2. Exposed fire service main piping shall be inspected annually. Additionally, a flow test shall be conducted every 5 years.

3. Fire service main piping strainers shall be inspected and maintained after each use.

4. The owner and contractor shall coordinate to minimize potential water damage caused by any discharge of water during the maintenance procedures.

5. All components of the fire hydrant shall be tested to verify that they function as intended.
Section 610. Section 610 “Lightning Strike Protection” of Chapter 6 “Building Services and Systems” is amended by adding Section 610.1:

610.1 Lightning Strike Protection. Lightning strike protection shall be designed and installed in compliance with NFPA 780, UL 96A and LPI-175 for the following occupancy types: R1, R2, I1 housing 16 or more persons, I2 including condition 1 and 2, and I3 including all conditions.

1. Inspections for final approval of the installation shall be conducted by a third party inspector who maintains a Lightning Protection Institute Master Certification (LPI-IP). The final report shall be provided directly to the Irving Fire Department.

APPENDIX D

FIRE APPARATUS ACCESS ROADS

Section D105. Sections D105.1 through D105.3 of Appendix D “Fire Apparatus Access Roads” of this code are amended to read as follows:

D105.3 Proximity to building. At least one of the required access routes meeting this condition shall be located within a minimum of 15 feet and a maximum of 30 feet from the building, and shall be positioned parallel to, and run the full length of, the longest length of the structure. If a structure is architecturally designed in such a way that there are multiple short sections of wall that do not adequately provide Fire Department access to affect suppression and rescue operations then the Fire Department shall have the authority to determine the necessary number of wall sections necessary to properly conduct fire and rescue operations.

SECTION 3. That the terms and provisions of this ordinance shall be deemed to be severable and that if the validity of any section, subsection, sentence, clause or phrase of this ordinance should be declared to be invalid, the same shall not affect the validity of any other section, subsection, sentence, clause or phrase of this ordinance.

SECTION 4. That it is the intent of the Irving City Council that pending prosecutions, brought under the previous code which this ordinance replaces, should continue under the terms and penalties of said code and be saved from dismissal as if said prior ordinance had not been amended or repealed.

SECTION 5. Any person violating or failing to comply with any provision of this ordinance shall be fined upon conviction not less than one dollar ($1.00) nor more than two thousand dollars ($2,000.00). Each day any violation of any provision of this ordinance continues constitutes a separate offense.

SECTION 6. That this ordinance shall become effective on May 16, 2020.

______________________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

_____________________________________
Shanae Jennings
City Secretary

APPROVED AS TO FORM:

_____________________________________
Kuruvilla Oommen
City Attorney
Resolution -- Re-Appointing to the Hospital Authority Board to Fill Two-Year Term Expiring June 30, 2022

Administrative Comments
1. This item is recommended by the City Secretary’s Office.
2. **Impact**: The City Council appoints five of the eleven members on the Irving Hospital Authority Board. Three positions are eligible for reappointment at this time.
3. Members on the Hospital Authority Board are eligible to serve four, two-year terms. Randall W. Crim, Mark P. Andrews, and Padmavathy Uppalapati, M.D. are eligible for reappointment. The Board of Directors is recommending that the members be reappointed to the Board.

Recommendation
The resolution be approved.

ADDITIONAL COMMENTS:

<table>
<thead>
<tr>
<th>Contract Required</th>
<th>Review Completed By</th>
</tr>
</thead>
<tbody>
<tr>
<td>No</td>
<td>N/A</td>
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<table>
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<tr>
<th>Previous Action</th>
<th>Council Action</th>
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<tbody>
<tr>
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Mark Dyer, President and General Counsel for the Hospital Authority Board, submitted a letter recommending the reappointment of Randall W. Crim, Mark P. Andrews and Padmavathy Uppalapati, M.D.

ATTACHMENTS:
Hospital Authority Recommendation, board appt (PDF)

CURRENT YEAR FINANCIAL IMPACT:
None

REVISION INFORMATION:
Prepared: 3/24/2020 04:14 PM by Cecilia Castillo
Last Updated: 4/7/2020 04:11 PM by Cecilia Castillo
BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS:

SECTION I. THAT the following individuals are hereby reappointed as members of the Irving Hospital Authority Board:

Randall W. Crim, M.D.
Padmavathy Uppalapati, M.D.
Mark P. Andrews

said terms of office expiring June 30, 2022.

As a result of the reappointments heretofore stated, the Irving Hospital Authority Board is represented by the following:

<table>
<thead>
<tr>
<th>Appointed by Council</th>
<th>Term Expiration</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rudy Sanchez, Jr.</td>
<td>June 30, 2020</td>
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<tr>
<td>Steven Katzman, M.D.</td>
<td>June 30, 2021</td>
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<tr>
<td>Randall W. Crim, M.D.</td>
<td>June 30, 2022</td>
</tr>
<tr>
<td>Padmavathy Uppalapati, M.D.</td>
<td>June 30, 2022</td>
</tr>
<tr>
<td>Mark P. Andrews</td>
<td>June 30, 2022</td>
</tr>
</tbody>
</table>

Appointed by the Hospital Authority Board

Chan Patel
Darin Sloan
David Mullis
Dr. Jim Gerlach
Lisa Hultz
Tom Trotter

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
March 12, 2020

The Honorable Rick Stopfer
Mayor of Irving
825 West Irving Boulevard
Irving, TX 75060

Dear Mayor Stopfer:

The Irving Hospital Authority has three current members whose two year term will expire on June 30, 2020. Under the Irving Hospital Authority Bylaws, each member is eligible for reappointment having served less than the eight year maximum. They were previously appointed by the City Council and their names are:

   Mark P. Andrews  
   Randall W. Crim, MD   
   Padmavathy Uppalapati, MD

They have served faithfully and well. Dr. Crim and Dr. Uppalapati’s medical and business background have been very helpful in the deliberation of the Board over the past years. Further, the Irving Hospital Authority’s By-Laws call for two medical doctors to serve on the Board. Drs. Crim and Uppalapati are each one of our two medical doctors on the Irving Hospital Authority Board. Mr. Andrews equally has been very helpful in the deliberation of the Board. The Board of Directors submits their names again for reappointment.

Thank you for your consideration and please convey the Board's appreciation to the Council members for their continued support of the recommended appointments to the Board of Directors.

Sincerely yours,

[Signature]

Mark Dyer
President & General Counsel

CC: Shanae Jennings
   City Secretary